



# Coeur d'Alene

## CITY COUNCIL MEETING

*June 17, 2008*

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**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  
JUNE 3, 2008**

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 Hall June 3, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem

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

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

**INVOCATION:** The invocation was led by Pastor Phil Muthersbaugh, Life Source Church.

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

**PRESENTATION - STUDENT ATHLETE RECOGNITION:** School Superintendent Harry Amend introduced the athletic teams that have had all of the team members participate in the drug testing program. Tonight the following high school teams were recognized: **Coeur d'Alene Viking Junior Varsity Baseball Team** Assistant Coach Brian Stranger and team members Derek Priano, Coty Cummings, Kaleb DeHaas, Matt Klepfer, Emmitt Stangel, Clinton Koopal, Codey Kuebler, Jake Pereia, Jack Albertson, Matt Lambert, Colin Comack, Zack Keiser, Drew Trubin, Brett Burnside, and Dan Connell; **Coeur d'Alene Viking Junior Varsity Softball** Coach Brian Stranger and team members Mandi Iverson, Brittany Bowen, Hailey Petit, Rachelle Gage, Marlie Loftis, Emily Boy, Danielle Costa, Hayley Mehringer, Shelby Kunas, Jessica Eppers, Kynda Miller, Kristina Goodwin, and Jessica Ball; **Coeur d'Alene Viking Varsity Baseball Team** Coach Josh Behrens and team members Ryan Dunton, Steve Welton, Ben Shewmaker, Jackson Seaman, Casey Spender, Mason Romano, Devin Fox, J. J. Turbin, Tyler Woodall, Matt Cade, Brian Klatt, Alex Krapas, Jeff Kamphaus, Jordan Harlow, Jake Bryant, and Jarod Ball; **Coeur d'Alene High School Girls Varsity Tennis Team** Coach Laura Brown and team members Talia Beebe, Mary Benschmidt, Lyndsay DeLong, Nicole DeMarco, Brooke Fowler, Hannah George, Stephanie Grimm, Jillian Grutta, Rachel Hanley, and Hannah Williams; **Coeur d'Alene High School Girls Junior Varsity Tennis Team** Coach Dan O'Connor and team members Fallon Baraga, Kimberly Barrera, Venessa Braun, Jessica Brock, Rachel Bryan, Kacy Carson, Kelsey Coulter, Farrah Fuller, Melissa Jeske, Alexandra Kaplan, Krystal Krema, Madison Leonard,

Jaimie Meredith, Megan Petersen, Jessica Rade, Rachel Rice, Brooke Schifano, GG Templeman, Aubrey Turner, Lindsey Westwood, Samantha Kuhr, Emily Lo, Christina McCullough, Tiana Myers, Megan Peterson, Colleen Samsel, Lindsey Westwood, and Kendra Winnick; **Coeur d'Alene High School Boy's Varsity Tennis Team** Coach Corey DeLeonard and team members Willie Bruno, Sam Grove, Matt Harlow, Blake Hintz, Jae HyunKim, T.J. Kast, James Kast, Matthew Lewis, Ray Lyon, Sam Lyons, Trevor McEvers, and Zach Schnick; **Coeur d'Alene High School Boys Junior Varsity Tennis Team** Coach Kathy Salvadore and team members Hayden Anderl, Austin Beals, Aaron Boston, Cole Boyer, Devin Buettner, Dimitri Christo-Dionne, Keith Cockrell, Tevis Dryden, Danny Fisher, Devlin Fontaine-Hulse, Cameron Grennes, Ryan Humphries, Patrick Kienle, Sam Lewis, Joe Mitchell, Graham Neff, Jared Pierson, Andrew Prohaska, Stephen Reichert, Hagan Robb, Jesse Smith, Aaron Vetsch, Jason Vetsch, Jorge Willalobos, Ethan Waite, and Jordan Wise; **Lake City High School Varsity Girls Softball team** Coach Larua Tolzmann and team members Jamie Hall, Haley Peterson, Kimberly Lynn, Jordanna Walker, Jessica Ross, Caitln Sutton, Amanda Krier, Brittani Waide, Jennifer Robertson, Kallie Neal, Lela Work, Janey Ortega, and Justine Ezzell; **Lake City High School Junior Varsity Softball team** head Coach Laura Talzmann and team members Kylie Hartman, Sara McEvily, Kaeli Fisher, Avalon Leddy, Becky Short, Alycia Barrowcliff, Annie Chadderdon, LeAnne Pool, Jenna Fordham, Makayla Magnuson, Haley Reagen, Jennifer Robertson, Kallie Neal, Jennifer Kerr, and Kate Wellmaker.

Steve Walsh expressed his appreciation for the Mayor and Council in supporting this program.

**PROCLAMATION - "RACE UNITY DAY":** Councilman Goodlander on behalf of Mayor Bloem read the proclamation proclaiming June 14th as Race Unity Day in the City. George Mark accepted the proclamation.

**PRESENTATION - NORTH IDAHO HOUSING COALITION:** Lori Isenberg, Executive Director of the N.I. Housing Coalition, presented an overview of the role of the North Idaho Housing Coalition. She reviewed the points agreed upon by the Coalition that are needed to provide workforce housing in our community. Mrs. Isenberg noted that the North Idaho Housing Coalition formed two committees – the Finance/Education Committee which educates the public on all the available financing programs for home purchases, and the Project Development Committee which focuses on the shared equity homeownership program. Councilman Kennedy noted that this is a voluntary program for developers to participate in.

**PUBLIC COMMENTS:**

**SELTICE WAY BRIDGE:** Mike publicly apologized for spray painting graffiti on the Seltice Way Bridge this past January. Ben also apologized for spray painting the Seltice Way bridge in January.

POLITICAL VIEWPOINT: Stonecalf Warriorwoman, 1421 N. 9<sup>th</sup> Street, Apt. B-4, expressed her views of the book “Beyond the Age of Innocence” and urged people to read the book. She also encouraged the release of a variety of “political prisoners”.

COUNCIL BILL NO. 08-1011: Jenna Borovansky, 815 N. 7<sup>th</sup> Street and who owns property on at 1<sup>st</sup> and Foster and property on 2<sup>nd</sup> Street, opposes the design guidelines for setbacks in the Downtown North Infill District as proposed in Council Bill No. 08-1011 and believes that these standards are arbitrary as it only protects single-family housing and asked the Council not to apply this portion of the design standards to the Downtown North Infill District. Councilman Kennedy asked how this code amendment directly affects her. Ms. Borovansky responded that she and her husband have drawn up plans for a triplex which, if this ordinance passes, would make it impossible for them to build this project. Councilman Kennedy noted that the Council would discuss this item later in the agenda.

OVERTURNING IDAHO LAWS: Harold Hocker, 1413 E. Spokane Avenue, spoke in opposition to judges being able to determine certain laws unconstitutional when the people have voted them into law. He believes that there are some laws in this State that need to be changed such as not allowing schools to implement impact fees on new developments.

FORT GROUNDS NOISE COMPLAINT: Karen Lawson, 333 Park Drive, read a letter from the Fort Grounds Homeowners Association regarding noise pollution in their neighborhood and requested that the Council enforce the City’s noise ordinance regarding NIC’s baseball games, people who rent the City Park Bandshell, as well as the Parkside Bistro playing amplified music in excess of the noise ordinance.

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

1. Approval of minutes for May 20, 2008.
2. Setting the General Services Committee and Public Works Committee meetings for Monday, June 9<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 08-032: A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D’ALENE INCLUDING APPROVAL OF ANNUAL CONTRACT RENEWAL WITH KOOTENAI MEDICAL CENTER FOR USE OF THE MCGRANE FACILITY POOL; APPROVAL OF S-3-06 – MAINTENANCE / WARRANTY AGREEMENT FOR HAWK’S NEST 1<sup>ST</sup> AND 2<sup>ND</sup> ADDITIONS; APPROVAL OF ANNUAL CONTRACT RENEWALS WITH A) BMX ASSOCIATION AND B) HANDSHAKE PRODUCTIONS; APPROVAL OF S-4-05 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR BELLERIVE, 2<sup>ND</sup> ADDITION AND APPROVAL OF AN OUTDOOR EATING ENCROACHMENT AGREEMENT FOR LE PIASTRE RESTAURANT AT 501 E. SHERMAN.
4. Approval of street closure for Sherman Avenue each Thursday from July 17 - Aug.

28, 2008.

5. Approval of suspending "No Dogs Allowed" rules for the Parks Day Celebration Adopt-a-Pet program on July 12, 2008.
6. Approval of waiver of field use fees for use of Ramsey Park for the Armed Services Benefit Tournament.
7. Adoption of Water Conservation Education Plan.
8. Approval of extinguishment of public utility easement on the Cottages property.
9. S-3-07 - Partial acceptance of installed improvements in the Sorbonne Addition.
10. SS-12-07 - Final plat approval of Sanders Shores Subdivision.
11. Approval of cemetery lot transfer from Clifford Fender to Charles and Christopher Fender.
- 12. Approval of fireworks Stand permits (Council took separate action below)**
13. Authorizing the purchase of a 2003 mid-sized SUV from Robideaux Motors.

DISCUSSION: Councilman McEvers noted that he is going to vote against the sale of fireworks in the City and so will be voting no to the Consent Calendar. Councilman Goodlander noted that most of the fireworks that disturb the peace before and after the 4<sup>th</sup> of July are the illegal fireworks that are purchased on the Reservation. Chief Gabriel noted that it is almost impossible to enforce this law since by the time the police/fire respond to complaints about the fireworks the offending people are no long shooting them off. Councilman Edinger noted that the Consent Calendar is for approval of legal fireworks stands in the City. Captain Childers noted that typically complaints come in as soon as the firework stands go up on the reservation. He reported that on the 4<sup>th</sup> of July the Police Department receives between 300 and 400 calls for illegal fireworks.

Motion by Goodlander, seconded by Hassell to remove Item 12 from the Consent Calendar. Motion carried.

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

**CONSENT CALENDAR ITEM 12 – FIREWORK STANDS:** Councilman McEvers noted that he isn't against firework stands and legal fireworks or against the 4<sup>th</sup> of July, but he does oppose out-of-state people coming to Coeur d'Alene to sell fireworks.

Motion by Goodlander, seconded by Edinger to approve the firework stand permits.

DISCUSSION: Councilman Goodlander believes that the General Services Committee needs to discuss this issue after the 4<sup>th</sup> of July for next year. Councilman Edinger noted that it is the illegal fireworks that draw citizen complaints and there is nothing the City can do to prevent the reservation from selling the illegal fireworks.

ROLL CALL: Kennedy, Aye; McEvers, No; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

## **COUNCIL ANNOUNCEMENTS:**

COUNCILMAN EDINGER: Announced that Scott Reed has written a book about the history of Tubbs Hill and the Tubbs Hill Foundation is having a book signing ceremony on June 19<sup>th</sup> from 5 p.m. to 8 p.m. in the Library Community Room.

COUNCILMAN KENNEDY: Expressed his condolences to the Hudson family on their loss of Roger Hudson who was a great part of this community.

COUNCILMAN BRUNING: Expressed his sympathy to the family of Jim Bellamy, former Chairman of the Planning Commission, who also passed away.

MAYOR BLOEM: Asked citizens to think of others when they create excessively loud noise. Councilman Hassell suggested that the Council review the parks concert contract.

**APPOINTMENTS TO PED/BIKE COMMITTEE:** Motion by Kennedy, seconded by Goodlander to appoint Christopher Bosley to the Ped/Bike Committee Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced the City is accepting applications for grounds maintenance workers. She reported that through Kirk Johnson's leadership the City now has a fiber connection to the north campus of the City which was made possible through the cooperative efforts of LCDC and Kootenai County. Firefighters/Paramedics Tom Greif and Bobby Gonder from the Coeur d'Alene Fire Department recently completed teaching EMT classes at NIC. Another class is scheduled for next January also being taught by our Fire Department. On June 3<sup>rd</sup> and 4<sup>th</sup>, the Union Pacific Railroad will be performing crossing repairs at W. Prairie Avenue. The 2008 Catch Basin project will take place June 4<sup>th</sup> and 5<sup>th</sup> at Canfield Avenue in front of Wendy's. Eastbound lanes will be closed from 8 a.m. to 4 p.m. each day. The Kootenai Metropolitan Planning Organization will hold an open house on Tuesday June 10<sup>th</sup> from 5-7 p.m. at the Harrison Elementary School to discuss the State Highway 97 Corridor Study/Route Development Plan. Mrs. Gabriel announced that there was a Higher Education Corridor meeting held recently and there is another opportunity for the public to hear about this project at a meeting to be held on July 10<sup>th</sup> at 5:30 p.m. in the Library Community Room. At that time the master plan and economic feasibility study will be presented on the Higher Education Corridor.

## **IDENTITY OF INTEREST AND DISCLOSURE CERTIFICATION -**

**FRUTILAND LANE APARTMENT PROJECT:** Councilman Bruning declared a conflict of interest for this item. Motion by Goodlander, seconded by Hassell to authorize staff to submit the Identity of Interest and Disclosure Certification to the Secretary of Housing for the Fruitland Lane Project. Motion carried.

RESOLUTION 08-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT WITH ST. VINCENT'S FRUITLAND LANE APARTMENTS, LTD. FOR CITY OWNED - PROPERTY ON FRUITLAND LANE.

Councilman Bruning also declared a conflict of interest with this item.

Motion by Goodlander, seconded by Edinger to adopt Resolution 08-033.

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

RESOLUTION 08-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH THE PANHANDLE KIWANIS CLUB FOR THE RENOVATION, CONSTRUCTION AND MAINTENANCE OF 2 DISC GOLF COURSES.

STAFF REPORT: Parks Director Doug Eastwood presented the proposed disc golf course that will be placed at the Cherry Hill Park. He noted that the Panhandle Kiwanis Club will construct the course. Ben White explained how disc golf is played. Mr. Eastwood noted that the signs at each tee will be removed for sledding in the winter months. Mr. Eastwood added that sponsors could purchase the tee signs that would describe the distance, and par for each hole and list their company name as a sponsor.

Motion by Goodlander, seconded by Edinger to adopt Resolution 08-034.

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

**PROPOSED AMENDMENTS TO THE AREA OF CITY IMPACT:** City Planner Dave Yadon presented three areas proposed to be amended in the City's Areas of City Impact for Council consideration. Area No. 1 is the area for the conservation easement land on Blackwell Hill which the Council previously approved to be removed from the Area of City Impact. Area No. 2 located on the southeast portion of the Area of City Impact previously removed from the Comprehensive Plan is requested to be considered for removal from the Area of City Impact. Area No. 3 is the Mill River property adjacent to the City of Huetter which has been annexed into the City and should be added to the Area of City Impact.

Councilman Hassell noted that the Public Works Committee recommended that Area No. 2 stay within the Area of City Impact. He stated that the City would retain some



development oversight of this area if it was retained within the boundary. Councilman McEvers noted that he believes that Area No. 2 should be removed from the Area of City Impact. Councilman Kennedy noted that he too voted with Councilman Hassell to keep Area No. 2 in the Area of City Impact. Motion by Hassell, seconded by Kennedy to authorize staff to proceed with the process to include the amendments of Area No. 1 being removed from the Area of City Impact, Area No. 2 remaining in the Area of City Impact, and Area No. 3 being added to the Area of City Impact. Motion carried with McEvers and Edinger voting no.

**RECESS:** Mayor Bloem called for a recess at 8:07 p.m. The meeting reconvened at 8:15 p.m.

ORDINANCE NO. 3335  
COUNCIL BILL NO. 08-1011

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW SECTION 17.05.705 TO AUTHORIZE THE ADOPTION OF DESIGN GUIDELINES BY RESOLUTION FOR THE DOWNTOWN CORE DISTRICT AND TO PROVIDE FOR DESIGN DEVIATIONS; AMENDING SECTIONS 17.06.660 AND 17.06.670 TO REQUIRE THAT A MAJORITY OWNER OR IMMEDIATE FAMILY MEMBER RESIDE IN EITHER THE PRINCIPAL OR ACCESSORY DWELLING UNIT IN ORDER TO QUALIFY FOR AN ACCESSORY DWELLING UNIT; AMENDING SECTION 17.07.115 TO PROVIDE THAT CERTAIN LEGAL PRE-EXISTING USES ARE NOT SUBJECT TO COMPLAINTS FOR PERFORMANCE STANDARD VIOLATIONS WHEN AN ADJACENT PROPERTY IS REZONED; AMENDING MUNICIPAL CODE SECTION 17.07.925 TO PROVIDE A HEIGHT RESTRICTION FOR COMMERCIALLY ZONED PROPERTY WITHIN THE DOWNTOWN-EAST OVERLAY DISTRICT; AMENDING MUNICIPAL CODE SECTION 17.44.070 TO AMEND THE PARKING REQUIREMENT FOR HOTELS AND MOTELS FROM 1.25 SPACES PER ROOM TO 1 SPACE PER ROOM; REPEALING SECTIONS 17.08.405, 17.08.410, 17.08.415, 17.08.420, 17.08.425, 17.08.430, 17.08.435, 17.08.440, 17.08.445, 17.08.450 AND 17.08.455; 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.

**DISCUSSION:** Councilman McEvers referring to Jenna Borovansky's comments, believed that the setback issue only involved the East Downtown Infill District area (the south 11<sup>th</sup> Street area) and not the northwest side or the downtown district. Dave Yadon, City Planner, reviewed that an example of the setback requirements was based on a photo which showed an example of the need for the setback requirements as illustrated by a single-story, single-family dwelling unit adjacent to a multi-story building located on 3<sup>rd</sup> Street in the North Downtown Infill District and the Council agreed to the setback amendments for all infill districts. Mr. Yadon noted that the Legal Department has

reviewed the proposed amendments in regard to equal protection. Mr. Yadon also noted that the Council has developed a design review procedure whereby projects are reviewed and the process takes into account departures from the design standard. Jenna Borovansky, 815 N. 7th Street, commented that her project fully complies with the intent but they do not have a design that meets the proposed amended step-back requirements. Ryan Bodkin, 815 N. 7th Street, believes that their project meets the current design standards but with the proposed amendment, they would have to re-design their project. He believes that the amendments do not promote the infill of the North Downtown Infill District. Councilman Kennedy asked if the Design Review have the flexibility to accept projects that may not meet the exact standards. City Planner Dave Yadon responded that yes, the Design Review Committee does have flexibility.

Motion by Hassell, seconded by Bruning to pass the first reading of Council Bill No. 08-1011.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 08-1011 having had one reading by title only.

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

#### RESOLUTION 08-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AND ADOPTING DOWNTOWN DESIGN GUIDELINES.

Motion by Hassell, seconded by McEvers to adopt Resolution 08-035.

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

#### RESOLUTION 08-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING RESOLUTION NO. 04-089 AND ADOPTING REVISED DESIGN GUIDELINES FOR THE DOWNTOWN-NORTH, MIDTOWN AND DOWNTOWN-EAST INFILL OVERLAY DISTRICTS AND RE-ADOPTING THE DESIGN STANDARDS AND FEES ESTABLISHED BY RESOLUTION NO. 04-089

Motion by Hassell, seconded by McEvers to adopt Resolution 08-036.

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

ORDINANCE No. 3336  
COUNCIL BILL NO. 08-1012

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH8 (MOBILE HOME AT 8 UNITS/ACRE) TO R17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 3.2 ACRE PARCEL AT 3285 FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by McEvers to pass the first reading of Council Bill No. 08-1012.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 08-1012 by its having had one reading by title only.

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

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

The meeting adjourned at 9:18 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 08-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING DECLARATION OF SURPLUS PROPERTY WITH ZERO VALUE - COMPUTER HARDWARE; APPROVAL OF AN AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR CD'A FIRE DEPARTMENT PROTECTION ON U.S. 95 RIGHT-OF-WAY; APPROVAL OF A EQUIPMENT RENTAL AGREEMENT RENEWAL WITH THE IDAHO DEPARTMENT OF LANDS FOR USE OF CD'A FIRE DEPARTMENT EQUIPMENT; APPROVAL OF AN OUTDOOR EATING FACILITY ENCROACHMENT AGREEMENT FOR MANA'S CONEYS, INC. AT 206 N. 4<sup>TH</sup> STREET; APPROVAL OF S-3-08 – FINAL PLAT, SUBDIVISION AGREEMENT & SECURITY APPROVAL FOR THE COTTAGES ON GOVERNMENT WAY AND ACCEPTANCE OF IMPROVEMENTS, INSTALLATION OF MAINTENANCE / WARRANTY AGREEMENT AND SECURITY FOR MEADOW RANCH SUBDIVISION

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 6" and by reference made a part hereof as summarized as follows:

- 1) Declaration of Surplus Property with Zero Value - computer hardware;
- 2) Approval of an agreement with the Idaho Transportation Department for Cd'A Fire Department Protection on U.S. 95 Right-of-Way;
- 3) Approval of a Equipment Rental Agreement Renewal with the Idaho Department of Lands for use of Cd'A Fire Department Equipment;
- 4) Approval of an Outdoor Eating Facility Encroachment Agreement for Mana's Coneys, Inc. at 206 N. 4<sup>th</sup> Street;
- 5) Approval of S-3-08 – Final Plat, Subdivision Agreement & Security Approval for the Cottages on Government Way;
- 6) Acceptance of Improvements, Installation of Maintenance / Warranty Agreement and Security for Meadow Ranch Subdivision.

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 6" 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 17<sup>th</sup> day of June, 2008.

\_\_\_\_\_  
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 \_\_\_\_\_.

## CITY COUNCIL

**Date:** June 17, 2008

**From:** Brandon Russell, I.T. Database Admin

**RE:** Declare old hardware as Zero Value surplus

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**Decision point:**

To declare listed hardware as zero value surplus, so it can be disposed of, to free up much needed storage space.

**History:**

This older hardware cannot be repaired cost effectively. It is taking up too much room in our storage areas.

**Financial Analysis:**

This batch of items has been replaced by better hardware. It does not have any value to the City.

**Performance Analysis:**

This old equipment is taking up too much space, and makes it difficult to work efficiently in our areas. Declaring this as zero value surplus will free up storage room.

**Quality of Life Analysis:**

Declaring these items as surplus will allow for Information Technology to donate these items to non-profit organizations.

**Decision point/recommendation:**

Approve the listed hardware as surplus.

<b>3/1/2008</b>				
<b>Item</b>	<b>Brand</b>	<b>Model</b>	<b>S/N</b>	<b>Asset Tag</b>
<b>Computers</b>				
AMD 2100 with wiped HD			00-140	2015
AMD 2100 with wiped HD 256MB RAM				2014
PENTIUM 4 512 RIMM				1894
AMD 1800 224 RAM 20				1903
HP dc5000 Intel 224 RAM	HP			2299
AMD 3500 512 RAM				2246
<b>Monitors</b>				
<b>Scanners</b>				
	Hewlett-Packard Co.	5550c		3182
<b>Printers</b>				
	3/4/008 Hewlett-Packard Co.	LJ 5P	USHB118329	1455
	Hewlett-Packard Co.	LASERJET 2100	USGN249136	2001

05/14/2008

Assets by Office

PD-Storage

Asset Tag

Asset Tag	Workstation	Product	
1017	PROPERTY2K	ECS K7VMM	0
1064	PD-PATROL4		
1119	STREET1-2K	ECS K7VMM	0
1153	PROPROOM-2K	7VKMP	
1164	PD-PATROL1	7VKMP	
1173	PD-PROPCRIME4	ECS K7VMM	0
1174	PDGIS-2K	7VKMP	
1200	TCARROLLXP	ECS K7VMM	0
1275	PDSCAN01-2K		
1508	WCARPENTER-XP	ECS K7VMM	0
1545	LT1-2K	7VKMP	
1563	RCLARK-2K	VIA KM266-8233	
1678	PDVOLUNTEER2-XP	7VKMP	
1725	RRICKS-XP	VIA KM266-8233	
1804	PD-VOLUNTEER2		
1805	PD-PATROL5		
1806	PD-SGT-3		
1808	PD-PATROL-6		
1826	GWILLETTEXP	7VKMP	
1837	MPEEBLES-2K	VIA KM266-8233	
1999	WATRSHOP		
2084	PDSCAN02-2K		
2089	PCA2	ILETS WORKSTATION PCA2	
2470	JANA2K	ECS K7VMM	0
1095		Hewlett-Packard Co. HP LASERJET 1100	JPHLO43494
1720		KDS VS-7	1745AAB15084433
2020		KDS VS-7	
2459		PROVIEW 17INCH MONITOR	FCHV43165006U
2107		Dell 17" CRT Black	
2112		Dell 17" CRT Black	
2110		Dell 17" CRT Black	
1506		KDS VS-7	
1012		KDS VS-7	
2085		Fujitsu Scanner model 3093	
1014		HP Laserjet 1100	
2493		Xerox Phaser 6100DN	REN161506



# City of Coeur d'Alene

## FIRE DEPARTMENT

*"City of Excellence"*

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### Staff Report

**Date:** June 3, 2008

**From:** Kenny Gabriel, Fire Chief



**Re:** Agreement with ITD

**DECISION POINT:** Should Mayor and Council approve an agreement between the Fire Department and the Idaho Transportation Department (ITD) for Fire Protection within ITD right of ways on Highway 95.

**HISTORY:** We have been asked by ITD to sign a formal agreement stating we would provide fire protection on Hwy 95. This is the first time we have been asked to do so.

**FINANCIAL ANALYSIS:** There will be no negative financial impact to the City. There is a provision in the agreement that allows responding agencies to be reimbursed. This rate is the exact same at the agreement we have with the Idaho Department of Lands.

**PERFORMANCE ANALYSIS:** This will cause no change of service because we currently respond to all incidents in the City.

**DECISION POINT/RECOMMENDATION:** Enter into an agreement with ITD for fire protection in the ITD right of ways on Highway 95.

**Agency:** Idaho Transportation Department  
Emergency Programming  
PO Box 7129  
Boise, Idaho 83707-1129

**Contractor:**  
Coeur d'Alene Fire Department  
320 E. Foster Ave.  
Coeur d'Alene, ID 83814

**Scope of Work:** To provide Fire Protection for Vehicle Fires within **ITD Right of Ways on US-95**, outside of any organized Fire Jurisdiction.

**The Idaho Transportation Department's mission:**

“To provide cost-effective transportation systems that are safe, reliable and responsive to the economical and efficient movement of people and products.”

**Term of Contract**

The term of this contract will be for 5 years, with an additional 5 year contract and/or yearly modifications or cancellations to this contact may be made when agreed upon by the contracted Agency Department, and the Idaho Transportation Department.

**SUMMARY OF THIS WORK**

The work of this contract is to provide the Idaho Transportation Department with fire protection for vehicular fires within the **ITD Right of Ways on US-95**, outside of any organized Fire Department jurisdiction.

**MINIMUM STANDARDS**

Extinguishment of vehicle fires shall be in accordance with the responding Fire Departments Standard Operating Procedures (SOP) and minimum standards of this document.

The responding fire agencies shall meet the following minimum standards for responding to vehicle fires on ITD roadways and upon request, provide written documentation for the following:

- Firefighters have been trained in proper extinguishment of vehicle fires through NFPA Firefighter I or equivalent, and/or other Department certification signed by the Fire Chief as being able to perform vehicle firefighting.
- Fire apparatus is certified by the Fire Department that it meets NFPA minimum standards.

Fire Department personnel shall use personnel protective equipment in accordance with NFPA 1971 including Self-Contained Breathing Apparatus (SCBA), this should also include wearing of a Class II reflective vest, or if vests are not available insure that the reflective tape of the structural firefighting gear is in good condition. (NFPA 1001 5.3.3)

The Fire Department should try to establish a safe work zone while working within the highway right of way. If possible all traffic control should comply with 6-I Control of Traffic through Traffic Incident Management Areas of the Manual for Uniform Traffic Control Devices (MUTCD). See attachment of MUTCD 6I

During any vehicle fire suppression activity upon ITD roadway where water is used during or forecasted freezing conditions the fire department will notify the closest ITD District or State Communications of a potential roadway icing condition.

ITD shall be notified if there is any major damage to infrastructure (pavement, bridge, ect.), by contacting the closest ITD District or State Communications

**PAYMENT FOR RESPONSE**

Payment for response shall be based on the most current Department of Lands Fire Service Organization Rate Book.

The fire department shall submit a completed Idaho Fire Incident Report (IFIRS) along with the billing invoice and if possible insurance information to ITD for payment.

Full Time Paid Fire Departments

A Fire Service Organization with wage employees shall be paid at the Un-Operated Hourly Rate, and will submit an invoice for personnel time. ITD will reimburse the FSO for actual payroll costs, including benefits, based on incident shift time. No other administrative or backfill costs will be allowed.

Volunteer Fire Departments

A Volunteer Fire Service Organization shall be paid at the Fully Operated Hourly Rate

**ANY CANCELLATION OF APPARATUS WILL NOT BE ELIGIBLE FOR PAYMENT.**

EXAMPLE ONLY

**Idaho department of Lands (IDL) – 2007 Fire Service Organizational Rates  
STRUCTURAL ENGINES**

CLASS	UNOP DAILY RATE	UNOP HOURLY RATE	FULLY OP DAILY RATE	FULLY OP HOURLY RATE	# PERSONS
E1	\$ 1,400	\$ 100	\$ 2,478	\$ 177	4
E2	\$ 1,288	\$ 92	\$ 2,142	\$ 153	3

**ADDITIONAL PERSONAL PAYMENT**

Additional personnel above the recommended number required by the IDL Rate Book shall be paid in accordance with the Fire Departments regular certified pay scale. The current AD rate will apply to Fire Departments without a certified pay rate.

**EQUIPMENT**

Heavy Rescue apparatus with a water supply system that respond for extinguishment will be paid the same rate as an E-1 engine.

**MATERIALS:**

**FOAM**

ITD shall make reimbursement for foam when provided by the Fire Department

- Compressed Air Foam System (CAFS) – Plumbed into the system, increase the rate by 10% of the specified un-operated rate.
- Metering Systems (Automatic Regulating Proportioning System) – Systematic metering units, increase the rate by 5% of the specified un-operated rate.
- Any other foam capabilities, such as eductor units which siphon foam into the hose system, or when the foam is dumped directly into the tank, will not receive any additional compensation.

**ABSORBENT MATERIALS**

ITD shall make reimbursement for absorbent materials when provided by the Fire Department. Absorbent materials such as floor dry, booms and/or pads used to absorb, contain and/or divert motor vehicle fluids.

**ITD, IN NO WAY ASSUMES LIABILITY FOR ANY FIREFIGHTING OPERATIONS.**

Upon signing, the Coan d'Arcie Fire Department/Protection District agrees to provide fire protection to ITD on highway 95, from Milepost 428 to the N/S/E/W and to Milepost 434 to the N/S/E/W outside of their organized fire jurisdiction.

*If fire organization resources are committed within their jurisdiction, they are not obligated to respond. Memorandums of Understanding (MOU) with other Departments for backup responses are encouraged.*

*Payment will be made to contracted department to reimburse backup departments for their response.*

**DIRECT SPECIFICATION QUESTIONS TO:**

Louie Albright  
Emergency Program Coordinator  
(208) 332-2021

**APPROVAL/SIGNATURES:**

**FIRE DEPARTMENT / PROTECTION DISTRICT**

signed: \_\_\_\_\_  
Title

\_\_\_\_\_  
date

**IDAHO TRANSPORTATION DEPARTMENT**

signed: \_\_\_\_\_  
Title

\_\_\_\_\_  
date

## CHAPTER 6I. CONTROL OF TRAFFIC THROUGH TRAFFIC INCIDENT MANAGEMENT AREAS

### Section 6I.01 General

#### Support:

Whenever the acronym "TTC" is used in this Chapter, it refers to "temporary traffic control".

#### Standard:

**The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a TTC zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.**

#### Support:

A traffic incident is an emergency road user occurrence, a natural disaster, or other unplanned event that affects or impedes the normal flow of traffic.

A traffic incident management area is an area of a highway where temporary traffic controls are imposed by authorized officials in response to a road user incident, natural disaster, hazardous material spill, or other unplanned incident. It is a type of TTC zone and extends from the first warning device (such as a sign, light, or cone) to the last TTC device or to a point where vehicles return to the original lane alignment and are clear of the incident.

Traffic incidents can be divided into three general classes of duration, each of which has unique traffic control characteristics and needs. These classes are:

- A. Major—expected duration of more than 2 hours;
- B. Intermediate—expected duration of 30 minutes to 2 hours; and
- C. Minor—expected duration under 30 minutes.

The primary functions of TTC at a traffic incident management area are to move road users reasonably safely and expeditiously past or around the traffic incident, to reduce the likelihood of secondary traffic crashes, and to preclude unnecessary use of the surrounding local road system. Examples include a stalled vehicle blocking a lane, a traffic crash blocking the traveled way, a hazardous material spill along a highway, and natural disasters such as floods and severe storm damage.

#### Guidance:

In order to reduce response time for traffic incidents, highway agencies, appropriate public safety agencies (law enforcement, fire and rescue, emergency communications, emergency medical, and other emergency management), and private sector responders (towing and recovery and hazardous materials contractors) should mutually plan for occurrences of traffic incidents along the major and heavily traveled highway and street system.

On-scene responders should be trained in safe practices for accomplishing their tasks in and near traffic. Responders should always be aware of their visibility to oncoming traffic and take measures to move the traffic incident as far off the traveled roadway as possible or to provide for appropriate warning.

Responders arriving at a traffic incident should, within 15 minutes of arrival on-scene, estimate the magnitude of the traffic incident, the expected time duration of the traffic incident, and the expected vehicle queue length, and then should set up the appropriate temporary traffic controls for these estimates.

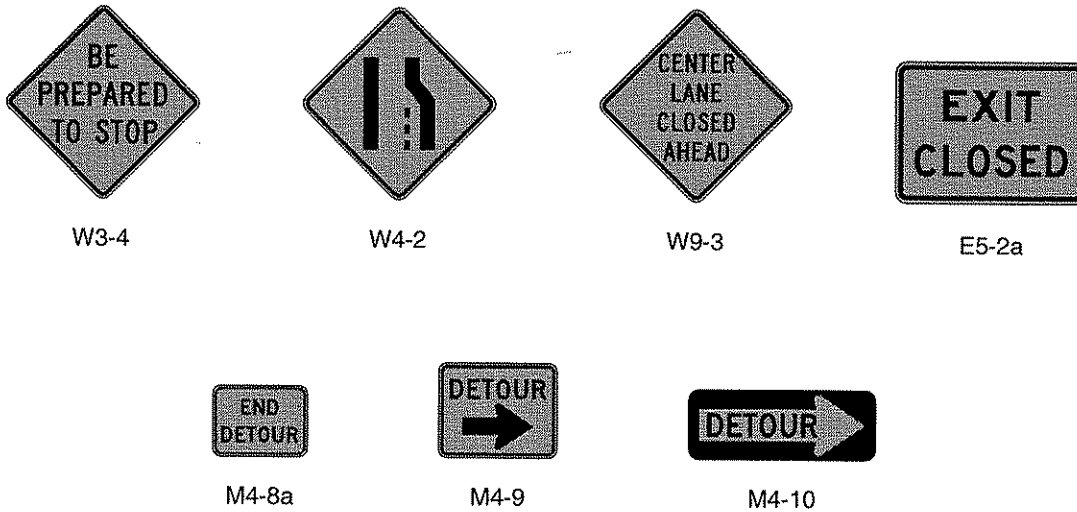
#### Option:

Warning and guide signs used for TTC traffic incident management situations may have a black legend and border on a fluorescent pink background (see Figure 6I-1).

#### Support:

While some traffic incidents might be anticipated and planned for, emergencies and disasters might pose more severe and unpredictable problems. The ability to quickly install proper temporary traffic controls might greatly reduce the effects of an incident, such as secondary crashes or excessive traffic delays. An essential part of fire, rescue, spill clean-up, highway agency, and enforcement activities is the proper control of road users through the traffic incident management area in order to protect responders, victims, and other personnel at the site while providing reasonably safe traffic flow. These operations might need corroborating legislative authority for the implementation and enforcement of appropriate road user regulations, parking controls, and speed zoning. It is desirable for these statutes to provide sufficient flexibility in the authority for, and implementation of, TTC to respond to the needs of changing conditions found in traffic incident management areas.

**Figure 6I-1. Examples of Traffic Incident Management Area Signs**



**Option:**

For traffic incidents, particularly those of an emergency nature, TTC devices on hand may be used for the initial response as long as they do not themselves create unnecessary additional hazards.

**Section 6I.02 Major Traffic Incidents**

**Support:**

Major traffic incidents are typically traffic incidents involving hazardous materials, fatal traffic crashes involving numerous vehicles, and other natural or man-made disasters. These traffic incidents typically involve closing all or part of a roadway facility for a period exceeding 2 hours.

**Guidance:**

If the traffic incident is anticipated to last more than 24 hours, applicable procedures and devices set forth in other Chapters of Part 6 should be used.

**Support:**

A road closure can be caused by a traffic incident such as a road user crash that blocks the traveled way. Road users are usually diverted through lane shifts or detoured around the traffic incident and back to the original roadway. A combination of traffic engineering and enforcement preparations is needed to determine the detour route, and to install, maintain or operate, and then to remove the necessary traffic control devices when the detour is terminated. Large trucks are a significant concern in such a detour, especially when detouring them from a controlled-access roadway onto local or arterial streets.

During traffic incidents, large trucks might need to follow a route separate from that of automobiles because of bridge, weight, clearance, or geometric restrictions. Also, vehicles carrying hazardous material might need to follow a different route from other vehicles.

Some traffic incidents such as hazardous material spills might require closure of an entire highway. Through road users must have adequate guidance around the traffic incident. Maintaining good public relations is desirable. The cooperation of the news media in publicizing the existence of, and reasons for, traffic incident management areas and their TTC can be of great assistance in keeping road users and the general public well informed.

The establishment, maintenance, and prompt removal of lane diversions can be effectively managed by inter-agency planning that includes representatives of highway and public safety agencies.

**Guidance:**

All traffic control devices needed to set up the TTC at a traffic incident should be available so that they can be readily deployed for all major traffic incidents. The TTC should include the proper traffic diversions, tapered lane closures, and upstream warning devices to alert approaching traffic of the end of a queue.

Attention should be paid to the end of the traffic queue such that warning is given to road users approaching the end of the queue.

If manual traffic control is needed, it should be provided by qualified flaggers or uniformed law enforcement officers.

**Option:**

If flaggers are used to provide traffic control for an incident management situation, the flaggers may use appropriate traffic control devices that are readily available or that can be brought to the traffic incident scene on short notice.

**Guidance:**

When flares are used to initiate TTC at traffic incidents, more permanent traffic control devices should replace them as soon as practical. Both the flare and its supporting device should then be removed from the roadway.

On-scene responders should be trained in safe practices for accomplishing their tasks in and near traffic. Responders should always be aware of their visibility to oncoming traffic and take measures to move the traffic incident as far off the traveled roadway as possible or to provide for appropriate warning.

### **Section 6I.03 Intermediate Traffic Incidents**

**Support:**

Intermediate traffic incidents typically affect travel lanes for a time period of 30 minutes to 2 hours, and usually require traffic control on the scene to divert road users past the blockage. Full roadway closures might be needed for short periods during traffic incident clearance to allow traffic incident responders to accomplish their tasks.

The establishment, maintenance, and prompt removal of lane diversions can be effectively managed by inter-agency planning that includes representatives of highway and public safety agencies.

**Guidance:**

All traffic control devices needed to set up the TTC at a traffic incident should be available so that they can be readily deployed for intermediate traffic incidents. The TTC should include the proper traffic diversions, tapered lane closures, and upstream warning devices to alert approaching traffic of the end of a queue.

Attention should be paid to the end of the traffic queue such that warning is given to road users approaching the end of the queue.

If manual traffic control is needed, it should be provided by qualified flaggers or uniformed law enforcement officers.

**Option:**

If flaggers are used to provide traffic control for an incident management situation, the flaggers may use appropriate traffic control devices that are readily available or that can be brought to the traffic incident scene on short notice.

**Guidance:**

When flares are used to initiate TTC at traffic incidents, more permanent traffic devices should replace them as soon as practical. Both the flare and its supporting device should then be removed from the roadway.

On-scene responders should be trained in safe practices for accomplishing their tasks in and near traffic. Responders should always be aware of their visibility to oncoming traffic and take measures to move the traffic incident as far off the traveled roadway as possible or to provide for appropriate warning.

### **Section 6I.04 Minor Traffic Incidents**

**Support:**

Minor traffic incidents are typically disabled vehicles and minor crashes that result in lane closures of less than 30 minutes. On-scene responders are typically law enforcement and towing companies, and occasionally highway agency service patrol vehicles.

Diversion of traffic into other lanes is often not needed or is needed only briefly. It is not generally possible or practical to set up a lane closure with traffic control devices for a minor traffic incident. Traffic control is the responsibility of on-scene responders.

**Guidance:**

When a minor traffic incident blocks a travel lane, it should be removed from that lane to the shoulder as quickly as possible.

**Section 6I.05 Use of Emergency-Vehicle Lighting****Support:**

The use of emergency-vehicle lighting (such as high-intensity rotating, flashing, oscillating, or strobe lights) is essential, especially in the initial stages of a traffic incident, for the safety of emergency responders and persons involved in the traffic incident, as well as road users approaching the traffic incident. Emergency-vehicle lighting, however, provides warning only and provides no effective traffic control. It is often confusing to road users, especially at night. Road users approaching the traffic incident from the opposite direction on a divided facility are often distracted by emergency-vehicle lighting and slow their vehicles to look at the traffic incident posing a hazard to themselves and others traveling in their direction.

The use of emergency-vehicle lighting can be reduced if good traffic control has been established at a traffic incident scene. This is especially true for major traffic incidents that might involve a number of emergency vehicles. If good traffic control is established through placement of advanced warning signs and traffic control devices to divert or detour traffic, then public safety agencies can perform their tasks on scene with minimal emergency-vehicle lighting.

**Guidance:**

Public safety agencies should examine their policies on the use of emergency-vehicle lighting, especially after a traffic incident scene is secured, with the intent of reducing the use of this lighting as much as possible while not endangering those at the scene. Special consideration should be given to reducing or extinguishing forward facing emergency-vehicle lighting, especially on divided roadways, to reduce distractions to on-coming road users.

Vehicle headlights not needed for illumination, or to provide notice to other road users of the incident response vehicle being in an unexpected location, should be turned off at night.



# Staff Report

**Date:** June 3, 2008

**From:** Kenny Gabriel, Fire Chief

**Re:** Department of Lands Rental Agreement

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**DECISION POINT:** For Mayor and City Council to approve this years Equipment rental agreement with Idaho Department of Lands (IDL).

**HISTORY:** The Coeur d'Alene Fire Department has been a part of the IDL immobilization plan for Wildland fires for nine years. Each year they evaluate the reimbursement rates and set a new fee schedule.

**FINANCIAL ANALYSIS:** This agreement covers our expenses in the event we send an apparatus and personnel to a Wildland fire out of the area. We can also see an excess of funds associated with this proposal.

**PERFORMANCE ANALYSIS:** The City of Coeur d'Alene is the only City in the State to have a mutual aid agreement with IDL. If we have a fire in the City they respond and do not charge for their services, including the helicopter for water drops. It is also an invaluable training tool to send our personnel to out of areas fires. Even if we were to break even, that onto itself is worth the trip.

**QUALITY OF LIFE ANALYSIS:** As stated, we do have a mutual aid agreement with IDL, they respond for free into the City and pay us to respond out of the City.

**DECISION POINT/RECOMMENDATION:** For the Mayor and City Council to approve the new apparatus rental rates.

Chief,

Our Fire Bureau decided the old Emergency Equipment Rental Agreement needed to be redone. Attached is the new version called a Certification. I copied all the equipment on your old EERA into this document and entered the 08 rates. I made this agreement effective for a two year period (ending 12/31/09) mainly so we don't have to redo each year. I doubt the rates will change much in that time frame. Please review and sign and fax or mail back to me. If you have changes contact me.

There are two other forms attached as well. One states your equipment meets the FSO requirements with a signature block for you. I need that form signed and returned. The FSO can be viewed at [www.idl.idaho.gov/bureau/firemgt.htm](http://www.idl.idaho.gov/bureau/firemgt.htm).

The second form is to list employee's and quals who might operate the equipment. Use you judgement on this one. I'm not sure this is essential to complete the process. Thanks for your help.

Gary C. Darrington  
Lands Resource Supervisor  
Idaho Dept. of Lands  
208-769-1577

**CERTIFICATION OF LOCAL GOVERNMENT FIRE SERVICES EQUIPMENT**

<p>1. PROCUREMENT AGENCY                  a. Name and Address:                  MICA FIRE PROTECTION DISTRICT                  3706 INDUSTRIAL AVE.                  COEUR d'ALENE, ID 83815</p> <p>b. IDL Agreement No. <u>IDL-220-08-001</u></p> <p>c. Phone: 208-769-1577</p>	<p>2. EFFECTIVE DATES OF CERTIFICATION:                  a. Beginning: 05/20/08                  b. Ending: 12/31/09                  c. Specific incident only:                  Incident Name:                   Incident Number:</p>
<p>3. FIRE DEPARTMENT                  a. Name and Address:                  COEUR d'ALENE FIRE DEPARTMENT                  320 FOSTER AVE.                  COEUR d'ALENE, ID 83814</p> <p>b. EMPLOYER ID NUMBER: 82-6000176</p> <p>d. EMAIL Address: firechf@cdaid.org</p> <p>e. Phone (Day): 208-769-2340                      Phone (Night): 208-664-2615                  Cell Phone:    FAX: 208-769-2343</p>	<p>4. POINT OF HIRE (Location when hired if different than Block 3):</p> <p>5. ORDERING DISPATCH CENTER:</p>

<p>6. THE FOLLOWING EQUIPMENT IS BEING PROVIDED:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"><input checked="" type="checkbox"/> Fully Operated</td> <td style="width:33%;"><input type="checkbox"/> Unoperated</td> <td style="width:33%; text-align: center;">Actual Cost</td> </tr> </table>	<input checked="" type="checkbox"/> Fully Operated	<input type="checkbox"/> Unoperated	Actual Cost	<p>FUEL/OIL PROVIDED BY FSO:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;"><input type="checkbox"/> Yes</td> <td style="width:50%; text-align: center;"><input checked="" type="checkbox"/> XNo</td> </tr> </table>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> XNo
<input checked="" type="checkbox"/> Fully Operated	<input type="checkbox"/> Unoperated	Actual Cost				
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> XNo					

7. ITEM DESCRIPTION: <b>List NWCG Equipment Type</b> then provide: Make, Model, Year, VIN, or Serial No.	8. HRLY/DAILY/MILEAGE/SHIFT BASIS		9. SPECIAL
	Rate	Unit	
WATEROUS FLOTO PUMP      P3 S/N 12076 150 GPM @27PSI	\$37.00	PER DAY	UNOPERATED RATE
WATEROUS FLOTO PUMP      P3 S/N 11873 150 GPM@27PSI	\$37.00	PER DAY	UNOPERATED RATE
1999 KAWASAKI 4-WHEELER      ATV S/N JKALF8CIXYB578129	\$80.00	PER DAY	UNOPERATED RATE
1991 CHEVY SUBURBAN S/N IGNEVI6K8ME128728 LIC # F1500	\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
	\$0.30	PER MILE	
KAWASAKI MULE                      ATV S/N JK1AFCJ186B07876 LIC # M533	\$80.00	PER DAY	UNOPERATED RATE
YAMAHA PORTALBE PUMPS (2 EA) S/N GCAAK-1097388 S/N GCAAK-1096958	\$64.00	PER DAY	UNOPERATED RATE





2000 FORD F350 AMBULANCE S/N 1FDSE30F4XHA15608 LICENSE # C9911		\$375.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
		\$9.25	PER MILE	
1994 FORD F350 AMBULANCE S/N 1FDKE30M2RHA81960 LICENSE # C10252		\$375.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
		\$9.25	MILE	
1994 FORD 350 AMBULANCE S/N 1FDKE30M2RHA81960 LIC # C10252		\$375.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
		\$9.25	PER MILE	
2000 FORD EXPLORER S/N 1FMYU7OE771UA63033 LIC # C8778		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2000 DODGE DURANGO S/N 1B4HS28N8YF130266 LIC # F1702		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
1996 FORD EXPLORER S/N 1FMDU35POVUA01254 LIC # F1308		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2006 GMC 5500 WE6 VIN # 1GDE5C3246F416107		\$1568.00	PER DAY	CREW SIZE - 3 FULLY OPERATED RATE
		\$112.00	PER HOUR	
2003 SPARTAN E1 S/N 4S7AT32903C043246 LIC # F1630		\$2478.00	PER DAY	CREW SIZE - 4 FULLY OPERATED RATE
		\$177.00	PER HOUR	
1995 DOG RAM 4X4 PICKUP S/N 1B7KF26W1SS163634 LIC # F1701		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2004 INTERNATIONAL AMBULANCE S/N 1HTMRAAMX4H650544 LIC # C13360		\$375.00	PER DAY	CREW SIZE - 2 FULLY OPERATED RATE
		\$9.25	PER MILE	
2005 DODGE DAKOTA PICKUP S/N 1D7HW48N355149870 LIC # F1891		\$57.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.30	PER MILE	
2005 FORD F250 4X4 PIKUP S/N 1FTSW21Y95EB87482 LIC # F1842		\$64.00	PER DAY	CREW SIZE - 1 UNOPERATED RATE
		\$0.34	PER MILE	
10. SPECIAL PROVISIONS: HOURLY RATE APPLIES TO FIRST/LAST DAY, NOT TO EXCEED DAILY RATE.				
11. SIGNATURE OF FIRE CHIEF OR AUTHORIZED AGENT:			12. SIGNATURE OF FIRE WARDEN:	
13. PRINT NAME AND TITLE: SANDI BLOEM, MAYOR			14. DATE:	15. PRINT NAME AND TITLE: GARY C DARRINGTON RESOURCE SUPERVISOR
				16. DATE: 05/20/08

**CERTIFICATION FOR LOCAL GOVERNMENT FIRE SERVICES  
PERSONNEL AND EQUIPMENT**

A. The equipment listed on page 3 meets all of the minimum requirements found in the Idaho Department of Lands *Fire Service Organization Rate Book* (FSO Rate Book) for use and operation of the equipment type identified.

B. Failure to accurately classify the equipment type as described in the FSO Rate Book shall result in a down grade of typing and a reduction in rate to the type level the equipment meets as set forth in the FSO Rate Book. Failure of the equipment described herein to meet all FSO Rate Book requirements, or to provide the qualified personnel or equipment within 24 hours, will be cause for release and return to point of hire in pay status.

C. It is agreed that the hiring entity may inspect the listed equipment and the appropriate training records. These inspections may be pre-season or at incidents during the fire season.

D. A copy of this certification shall be provided to the Finance/Administration Section Chief or his/her designated representative immediately upon arrival at an incident.

E. The individuals listed on page 2 meet all of the requirements for the position(s) listed in accordance with National Wildfire Coordinating Group (NWCG), Wildland Fire Qualification System Guide (PMS 310-1) or NFPA equivalency. Operators must possess an Idaho Drivers License and have the knowledge, skills, and abilities to operate the type and class of equipment listed herein.

I certify that the equipment and personnel listed herein meets the minimum resource typing standards as shown in the Idaho Department of Lands *Fire Service Organization Rate Book*. I hereby certify that I am authorized to sign this Certification for Local Government Fire Services Equipment and Personnel.

\_\_\_\_\_  
*Fire Chief (Signature)*

\_\_\_\_\_  
Date

Ron Sampert  
Fire Chief Name (Printed)





**ENCROACHMENT AGREEMENT  
FOR OUTDOOR EATING AND PARTIENCED EATING AREAS ON SIDEWALKS**

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to Nana's Coneys Inc, (applicant) hereinafter referred to as the "Permittee", to encroach in public right-of-way at:  
206 N. 4th Street (Site Address),  
Coeur d'Alene, Kootenai County, Idaho as set forth in Site Plan attached hereto and by this reference incorporated herein.

This permit is given upon the following terms:

1. This permit is granted solely for the purpose of constructing and maintaining an outdoor food service area that meets the requirements of City policy for food service areas on public sidewalks (Policy per resolution #06-033). The encroachment area is more particularly described in the Site Plan, attached hereto and by this reference incorporated herein.
2. This permit, unless otherwise terminated or revoked, will expire at midnight on December 31<sup>st</sup> 2008. (expires December 31st annually)
3. The City reserves the right to terminate or revoke this permit, either temporarily or permanently, 30 days after written notice of revocation, addressed to the Permittee at 206 N. 4th Street (applicant's address), is deposited in the United States Mail with the proper postage affixed. The Permittee shall remove the encroachment within the allowed 30 days. Should the Permittee fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, the City may remove the encroachment and charge the expense to the Permittee. Permittee agrees that any materials so removed shall be deemed quitclaimed to the City. Permittee also agrees that any materials removed by the City may be discarded or retained by the City, and Permittee shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Provided however, that the City specifically reserves the right to immediately suspend this permit for up to 30 days for good cause including but not limited to emergency situations, work in the public right of way, and violations of policy per resolution 06-033 that create an imminent threat to public safety.
4. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.

5. The Permittee shall indemnify, defend and hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Permittee further agrees that said encroachment shall be maintained by Permittee in a safe and clean condition so as not to constitute a public hazard. Permittee shall save the City harmless and defend the City from all claims for injury to person or property resulting from Permittee's actions or omissions in performance of this Encroachment Permit.

6. All costs for said encroachment including but not limited to construction, maintenance, use or operation shall be borne by Permittee. Should the City, its agents, or employees in any manner damage any improvements in or on the City's right-of-way described in paragraph one (1), whether or not occurring during regular maintenance of the City's right-of-way, the Permittee agrees all repairs will be solely the responsibility of Permittee and at Permittee's costs except where the damage was caused by the sole negligence of the City.

7. Permittee agrees not to encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes of serving food (with or without alcohol service) as allowed by policy set by resolution 06-033.

8. The Permittee shall comply with all laws affecting the property described herein.

9. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Assignment of this permit or delegation of duties as defined herein by the Permittee, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed these presents this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF COEUR D'ALENE

PERMITTEE

\_\_\_\_\_  
Sandi Bloem, Mayor

*X L Marten for*  
\_\_\_\_\_  
*Paul Grier*

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, 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 that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

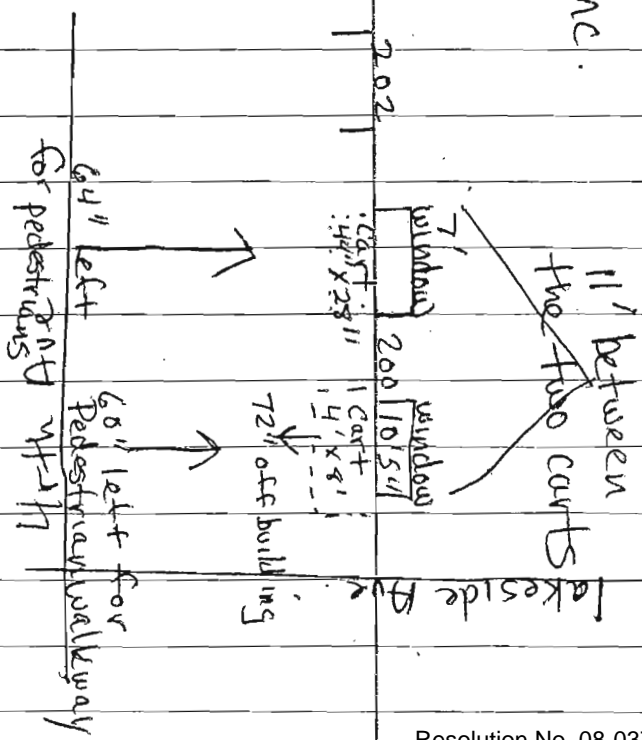
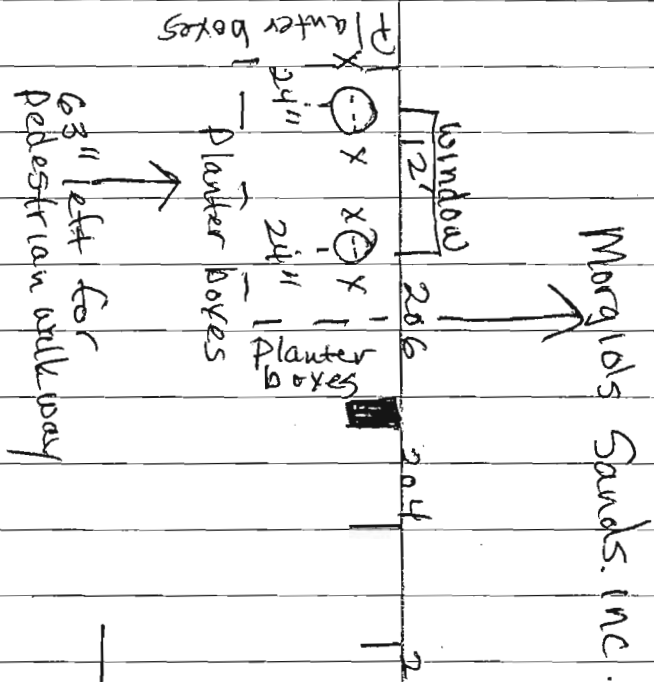
\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
My commission expires:

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me a Notary Public, personally appeared. \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at:  
My commission expires:



**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 17, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Cottages on Government Way: Final Plat, Subdivision Agreement and Security Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final of the final plat document, a twelve (12) lot residential subdivision development.
2. City Council approval of the subdivision agreement and security.

**HISTORY**

- a. Applicant: Steve White  
Copper Basin Construction Co.  
PO Box 949  
Hayden, ID 83835
- b. Location: East side of Government Way, between Miller and Summit Avenues.
- c. Previous Action:
  1. March 2008, Preliminary plat approval by the CdA Planning Commission.

**FINANCIAL ANALYSIS**

The developer is furnishing security in the amount of \$205,968.00, and, naming the City of Coeur d'Alene as the recipient to insure the cost of the installation of the required outstanding public improvements.

**PERFORMANCE ANALYSIS**

A portion of the necessary improvements exist and were installed with a previous development on the subject property. Improvement plans have been approved for construction, and, the developer plans to have the infrastructure required for the currently proposed subdivision installed by July 31, 2008.

**RECOMMENDATION**

1. Approve the final plat document.
2. Approve the subdivision agreement and required security.

## AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this 10<sup>th</sup> day of June, 2008, between Copper Basin Construction, Inc., whose address is PO Box 949, Hayden, ID, 83835, with Steve White, President, hereinafter referred to as the "Developer," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Cottages on Government Way, a residential subdivision in Coeur d'Alene consisting of twelve (12) buildable lots, situated in the northwest quarter of Section 13, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: sanitary sewer service lateral installations, eight inch (8") water system main replacement and service lateral installations, fire hydrant installation, concrete curb and sidewalk installation, roadway construction consisting of roadway preparation, base course and asphalt paving, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before, the 31<sup>st</sup> day of July, 2008. Said improvements are more particularly described on the subdivision improvement plans entitled "The Cottages on Government Way, Infrastructure Plan", dated May 29, 2008, stamped by Steve Soltys, PE, #7242, on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Two Hundred Five Thousand Nine Hundred Sixty Eight and No/100 Dollars (**\$205,968.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

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

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

**CITY OF COEUR D'ALENE**

**COPPER BASIN CONSTRUCTION, INC.**

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Steve White, President

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

IRREVOCABLE STANDBY  
LETTER OF CREDIT NO. 24725  
DATE: JUNE 12, 2008  
AMOUNT: \$205,968.00

City of Coeur d'Alene  
City Hall  
710 Mullan Avenue  
Coeur d'Alene, Idaho 83814

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 24725 in your favor for the account of COPPER BASIN CONSTRUCTION, INC., P.O. Box 949, Hayden, ID 83835-0949, up to the aggregate amount of TWO HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS AND 00/100-----DOLLARS (\$205,968.00) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before JULY 31, 2009 or any extended date covering Cottages on Government Way and accompanied by the following:

1. A signed statement from City of Coeur d'Alene reading exactly as follows:

"I, the undersigned duly authorized representative of City of Coeur d'Alene, hereby certify that the draft drawn under this Letter of Credit represents the amount of money required to complete the improvements as are incidental and related thereto in accordance with the improvement drawings for water, sewer, fire hydrant, curb, sidewalk, roadway improvements as submitted to and approved by the City of Coeur d'Alene".

2. The original of this Letter of Credit.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 24725". Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, International Department, 176 S. Post Street, Spokane, Washington 99201, on or before JULY 31, 2009 or any extended date.

All drawings under this credit will be governed by the Uniform Customs & Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.


Sincerely,



Gary Van Assen  
Senior Vice President  
Spokane commercial Banking



**CITY COUNCIL  
STAFF REPORT**

**DATE:** June 17, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Meadow Ranch Subdivision: Acceptance of Improvements,  
Maintenance/Warranty Agreement and Security Approval**

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**DECISION POINT**

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Meadow Ranch subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: Dennis Cunningham  
Meadow Ranch Development Co.  
PO Box 3398  
Coeur d'Alene, ID 83816-3398
- b. Location: West of the intersection of Bosanko Avenue & Howard Street.
- c. Previous Action:
  1. Final plat approval of Meadow Ranch (55 lots), February 2008.

**FINANCIAL ANALYSIS**

The developer has previously provided a Letter of Credit as security in the amount of \$711,461.00 to insure the completion of the subdivision improvements, and, is now reducing that existing LOC to \$51,400.00 and extending the term to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on June 17, 2009.

**DECISION POINT RECOMMENDATION**

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of June, 2008 between Active West, LLC, with Dennis E. Cunningham as Managing Member, whose address is PO Box 3398, Coeur d'Alene, ID 83816-3398, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Meadow Ranch, a fifty five (55) lot residential/commercial development, situated in a portion of the Northwest ¼ of Section 2, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

### IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "record drawings" entitled "Meadow Ranch", signed and stamped by Phillip F. Boyd, PE # 7898, and, dated June 3, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City Attorney, for the amount of Fifty One Thousand Four Hundred and 00/100 Dollars (\$51,400.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 17<sup>th</sup> day of June 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

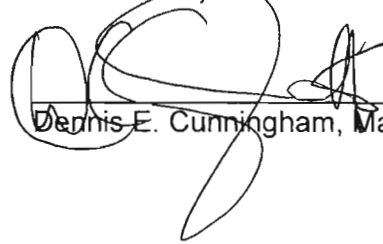
**City of Coeur d'Alene**

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST

\_\_\_\_\_  
Susan Weathers, City Clerk

**Active West, LLC**

  
\_\_\_\_\_  
Dennis E. Cunningham, Managing Member



**Panhandle**  
STATE BANK

June 9, 2008

City of Coeur d' Alene  
710 E. Mullan Avenue  
Coeur d' Alene, ID 83814

RE: Letter of Credit Number: 08-630

Beneficiary: City of Coeur d' Alene  
710 E. Mullan Avenue  
Coeur d' Alene, Idaho

Applicant: Dennis Cunningham  
ActiveWest, LLC  
Coeur 'd Alene, Idaho


To Whom It May Concern:

Please accept this letter of modification changing the following terms on Letter of Credit Number 08-630:

1. The amount shall be modified from \$711,461 to \$51,400.
2. The maturity date shall be modified from January 29, 2009 to June 17, 2009.
3. Verbiage indicating that "We hereby issue our Irrevocable Standby Letter of Credit in lieu of performance bond" will be changed from "We hereby issue our Irrevocable Standby Letter of Credit in lieu of a warranty agreement".

All other provisions and terms of the standby Letter of Credit shall remain valid and enforceable per our agreement.

Panhandle State Bank  
Member FDIC

By:   
Angela D. Erickson  
VP/Commercial Lending

**PARKS & RECREATION COMMISSION  
STAFF REPORT**

**March 17, 2008**

**From: Doug Eastwood, Parks Director**

**Subject: KMC (Kootenai Medical Center) REQUEST TO USE ITD RIGHT OF WAY FOR LANDSCAPE ENHANCEMENT**

**Decision Point:** Recommend to the City Council that the Parks Department apply for a permit to allow KMC to use Transportation Department Right of Way for landscaping enhancement. This will also require that the City enter into a state and local agreement with ITD and that the City enter into an agreement with KMC assuring both ITD and the City that KMC will maintain the landscape into perpetuity.

**History:** The Idaho Transportation Department has allowed the City to encroach upon their right-of-way for landscape enhancement. ITD does not enter into encroachment agreements with non-governmental entities. ITD would enter into a state and local agreement with the City and we, in turn, would need to enter into an agreement with KMC. The agreement with ITD, the City and KMC, assures that the landscape will be maintained and the expense to do so will be borne by the applicant or their assignee. In this case that would be KMC.

**Financial Analysis:** There will be no financial burden on the City for the landscape improvements or for the maintenance; those costs will be borne by KMC. We will have staff time involved in the preparation of agreements and in the permit process.

**Performance Analysis:** KMC is proposing to landscape the area along the I-90 / U.S. 95 east bound off-ramp. This will fit very well with the improvements that Hagadone Hospitality did on the west bound side of the Interstate. We applied for that permit on behalf of the Hagadone Hospitality group. The enhanced landscaping also continues with the theme of landscaping that we began at the I-90 / Northwest Boulevard interchange. Basically, this is an improvement, or a roadside enhancement, that the entire community as well as interstate travelers will recognize a benefit.

**Decision Point:** Recommend to the City Council that the Parks Department be authorized to apply for an encroachment permit for landscape enhancement in the ITD right-of-way. And that the City enter into a state and local agreement with ITD and that the City enter into an agreement with KMC assuring the City and ITD that KMC will maintain the landscaping into perpetuity.



# CITY OF COEUR D'ALENE

## PARKS DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE  
COEUR D'ALENE, IDAHO 83816-3964  
208-769-2252 – FAX 208-769-2383

### **PARKS & RECREATION COMMISSION MINUTES** **March 17, 2008 - 5:30 P.M.** **COUNCIL CHAMBERS – CITY HALL**

#### **MEMBERS PRESENT:**

Lee Shellman, Chairman  
Scott Cranston, Vice Chairman  
John Bruning, Council Liaison  
Mike McDowell  
Dave Patzer  
Jim Lien  
Bridget Hill

#### **MEMBERS ABSENT:**

Max Simkins, Alt. Student Rep  
Peter Ragno, Student Rep.

#### **STAFF PRESENT:**

Doug Eastwood, Parks Director  
Steve Anthony, Recreation Director  
Steve Childers, Patrol Captain  
Wayne Longo, Police Chief  
Bill Greenwood, Parks Superintendent  
Katie Sorensen, Urban Forestry Assistant  
Jackie Carbone, Parks Secretary

#### **GUESTS PRESENT:**

Tom Freeman, CDF Landscaping  
Mac Cavasar, CDA Marathon  
Tina Johnson, CT Foundation  
Chris Copstead, CT Foundation  
Kathryn McKinley, Gozzer Ranch  
Andy Holloran, Gozzer Ranch

**CALL TO ORDER:** Chairman Shellman called the meeting to order at 5:30 pm.

#### **1. Roll Call**

Seven members present and two members absent, resulting in an official quorum.

#### **2. PLEDGE OF ALLEGIANCE**

Commissioner Patzer led the Pledge of Allegiance.

#### **3. APPROVAL JANUARY 14, 2008, MINUTES**

Motion was made by Commissioner Patzer to approve the January 14, 2008, minutes.  
Motion was seconded by Commissioner Cranston. Motion passed.

#### **4. CONFLICT OF INTEREST DECLARATION**

Chairman Shellman declared a conflict of interest for Item 9, KMC Right-of-Way Landscaping Agreement, due to his position at Kootenai Medical Center.

## **5. STAFF COMMENTS**

Doug Eastwood reported:

- An agreement has been signed with Brian Schmidt, an artist from Montana, to create five, 12-foot bronze statues, three policemen and two firefighters, for Heros' Plaza at Cherry Hill. The three police statues should be completed by the end of this month. Heros' Plaza is scheduled for completion in September of this year. An 18-hole, tournament-level disc golf course is being proposed for Cherry Hill and hopefully will be completed this year as well. Two local service clubs are considering the financing of this amenity.
- A Parks Day Celebration is currently being planned for July 12 in order to increase the community's awareness of our various parks. There will be more information to follow as this event takes shape.
- Our Trails Coordinator has recently applied for an IDPR grant to help develop the Canfield Trail system.
- Bids for Phase 1 of Sunshine Meadows Park opened today. They are currently being reviewed and an award should be made at the April 1 City Council meeting. Construction of the new park should begin by May 1 and should be completed in July or August with an official tree planting.
- The Parks Department is currently working on a "Wish List" which is a compilation of items needed in our various parks that could be contributed or donated by someone wishing to do so. Over the years many citizens and businesses have asked how they could help out with our park system. This list would offer many choices for donations by these interested parties. The "Wish List" will be presented at the next Parks & Recreation Commission meeting for review.

Steve Anthony reported:

- The winter K-10 basketball season finished last weekend with its final tournament. It was a huge success with over 1,000 participants this year.
- Swim registrations will be held next Saturday, March 22, from 12:00pm-2:00pm in the Recreation Department.
- Sports groups are very anxious to begin using the fields but will have to wait for the snow to melt. The first pre-season softball game is scheduled for April 19.
- Mac Kidwell is currently "shadowing" employees in the Recreation Department as a requirement for his Senior Project.

## **6. COMMISSION COMMENTS**

- Commissioner Patzer inquired about the pending prescribed burn on Tubbs Hill. Doug Eastwood explained that prescribed burns are necessary to eliminate the ladder fuel that could cause small fires to flare out of control. The burn torches the underbrush only but does not create enough heat to damage the wild flowers. The condition of weather, moisture and wind must all be perfect for such a burn and usually there is a very small, if any, window of opportunity each spring. The burn did not take place the last couple of years. This year's window hopefully will open this week or next.
- Commissioner McDowell asked if there has been any progress on creating a women's basketball league that he had mentioned at the last meeting. Steve Anthony stated that he had not received any calls from interested parties regarding this type of league. He

mentioned that the City of Hayden is trying to form such a league for women 18 and up.

## **7. PUBLIC COMMENTS**

There were no public comments.

## **8. POLICE SUB-STATION (*Action Required*)**

Captain Steve Childers presented a proposal to place a police sub-station building in City Park near Independence Point at the southwest corner of the Museum. It would be used as a command center for both police and fire personnel during large events during the summer allowing them to provide more efficient emergency services during those events. The 26' x 14' pre-fab, concrete building would resemble a concession stand with a large window that would be open only when the building was manned.

Questions from the Commissioners were answered by Captain Childers.

Bids for this building have been received, two from companies and one from the State resulting in a low bid of \$49,800. LCDC is being asked to fund the project with an offer from the city to reimburse half of the cost from the general fund. There would be power only to the building, no water or plumbing. The exterior would be designed to match surrounding buildings with an emphasis on maintaining the "views and vistas." Logos of the Police Department, the Fire Department and the Parks Department would all be stamped into the concrete which would readily identify it as a city building. The building would not be manned 24/7 but would only be used by police and fire personnel during large events and also by reserve officers that would come and go during the summer months of June, July and August. Set hours to be open each day are yet to be determined. An exterior hot line phone may be installed for use in an emergency when the building is closed.

Doug Eastwood stated that if use of this area changes in the future this building is able to be moved to any other location within the city. Commission consensus was that this was a much needed amenity and this area would benefit greatly from its presence. Commissioner Cranston made a motion to forward an endorsement from the Parks and Recreation Commission to the General Services Committee to consider the request to place a Police Sub-Station next to the Museum in City Park. Motion passed.

## **9. KMC RIGHT-OF-WAY LANDSCAPING AGREEMENT (*Action Required*)**

Doug Eastwood presented a request by Kootenai Medical Center to landscape a 3-acre area owned by ITD behind the hospital on the southwest corner of US95 and I90. Other beautification projects have been done along this I90 corridor including the Northwest Blvd/Ramsey Interchange and the northwest corner of I90 and US95 behind the CDA Inn. These types of projects require a State and Local Agreement between ITD and the local government agency. In this case, the City of Coeur d'Alene would enter into agreements with both ITD and with KMC. The city would manage the project which would involve grading, irrigation and hydroseeding. The installation costs and the annual maintenance cost of \$10,000-\$12,000 would be paid for by KMC. The city must guarantee upkeep of the property in order to be eligible for future beautification projects of this type.

Tom Freeman, CDF Landscaping at 4697 W Seltice Way, has been working for KMC to maintain this 3-acre parcel. He currently mows the weeds several times a year which is very difficult due to the poor grading. He described KMC's plans to include



this project area in an over irrigation control system using well water that is being designed for the entire KMC campus. KMC also has planned auxiliary power to run the water if the electricity fails.

**Motion was made by Commissioner McDowell to forward a recommendation to the General Services Committee to authorize the Parks Department to apply for an encroachment permit for landscape enhancement in the ITD right-of-way and recommend that the city enter into a State and Local agreement with ITD and also enter into an agreement with KMC assuring the City and ITD that KMC will maintain the landscaping into perpetuity. Motion was seconded by Commissioner Lien. Motion passed with Chairman Shellman abstaining.**

#### **10. GOZZER RANCH REQUEST (Action Required)**

Kathryn McKinley, 528 E. Spokane Falls, Ste 502, and Andy Holloran, 820 E. Sherman Ave, presented a request to use the 3<sup>rd</sup> Street Docks for a shuttle service for the homeowners of Gozzer Ranch between their homes in Gozzer Ranch and downtown Coeur d'Alene. They explained that this shuttle service would actually reduce congestion at the docks by eliminating the need for each individual homeowner to use their own boat to come into town.

They both acknowledged reports of activities by their shuttle service that may have "overstepped the boundaries" at the dock last year. These activities, once brought to their attention, were immediately stopped. They would like to continue using the docks for drop off and pick up of their homeowners. Claims that this would be a commercial use, which is prohibited at the city docks, are inaccurate. There are no sales being conducted in conjunction with this shuttle. The boats are owned and being used exclusively by the homeowners for transportation to and from the downtown area. The shuttles could possibly run every half hour during the summer and would only use the space available at the dock to pick up or drop off passengers. Dock space would not be reserved.

Commissioner Patzer asked who comprised the HOA. Andy answered that there are 330 lots in Gozzer Ranch, 260 of which are currently owned by individuals that make up the membership of the HOA. The remaining 70 lots are yet to be sold. Boats used to transport prospective buyers are currently being moored at the CDA Resort. The shuttle boats would not be used for sales purposes. Commissioner Patzer then asked if the slips at "Discovery Marina" next to the Gozzer Ranch property are available to the general public for rent. Andy answered that they are. Commission Patzer estimated the number of trips made by the shuttles each day if they were scheduled for every hour. There is the potential to have 15 trips per day per boat which is 30 dockings each day. If trips were scheduled every half hour that number would be doubled.

Doug Eastwood stated that the 3<sup>rd</sup> Street Docks had been built with the possibility of future expansion. Kathryn suggested the possibility of Gozzer assisting with an expansion of those docks. Doug also asked the Commission to consider what impact this type of shuttle service would have on the general public over the next five years.

Commissioner Hill suggested allowing the shuttle service to use the 1<sup>st</sup> Street Dock which is not governed by LWCF guidelines. An agreement could be created which would allow fees to be charged for this type of activity.

Chairman Shellman stated that a "scheduled" use of the docks may constitute a commercial use which is prohibited under the Land & Water Conservation guidelines which govern this dock. He would like to obtain a legal interpretation of what constitutes a commercial activity before taking action on this request.

Consensus of the Commission was to bring this request to their next workshop on March 31 for further discussion.

#### **11. COEUR D'ALENE MARATHON EVENT (Action Required)**

Doug Eastwood explained that the Coeur d'Alene Marathon, which has historically been held at North Idaho College, has decided to move their event to Riverstone this year. Their awards ceremony originally was to be held at the Regal Cinema Theater. That plan recently fell through so the CDA Marathon has requested the use of the Amphitheatre at Riverstone Park for the awards ceremony.

Mac Cavasar, along with Tina Johnson and Chris Copstead of the Centennial Trail Foundation, presented their plan for the CDA Marathon at Riverstone on May 25, 2008. Mac explained that all monies raised from this event will go to the Centennial Trail Foundation and to the ALS Charity. He reviewed the plans for crowd control, trash mitigation and parking which would include a possible shuttle service. Since the event will take place on Sunday morning there would be little impact to businesses in the Riverstone Development since many of them will be closed.

The Commissioners expressed a major concern regarding the impact to Riverstone Park property. Doug Eastwood stated that due to the large number of people drawn to this event, particularly to the staging area near the park, and the large number of participants at the awards ceremony landscaping would probably be damaged. The park was not designed to hold large crowds of people. The Parks Department, as a steward of public property, would be remiss if these concerns were not mitigated. It was suggested that a bond be posted to pay for any damage to the park.

Mac Cavasar suggested that the staging area could possibly be moved away from the park to a different location within the Riverstone development. He would investigate that possibility.

Motion was made by Commissioner McDowell to approve use of the Amphitheatre for the awards ceremony providing the Start/Finish location of the CDA Marathon was moved away from park property. Motion was seconded by Commissioner Patzer. Motion passed.

#### **12. LEGENDS SPORTS PHOTOGRAPHY AGREEMENT (Action Required)**

Steve Anthony requested a renewal of the Legends Photography agreement for youth sports photography services from April 1, 2008, to October 1, 2009. The department has been very pleased with the customer service provided over the years by Legends who has served as the official sports photographer for all but 5 of the last 20 years. The pricing will remain the same for this renewal and free sponsor plaques would still be provided at no charge.

**Motion was made by Commissioner Cranston to forward a recommendation to the General Services Committee to approve the extension of an agreement with Legends Photography for sports photography services through October 1, 2009. Motion was seconded by Commissioner Bruning. Motion passed unanimously.**

**13. PARKS DAY CELEBRATION – JULY 12** *(For Information Only)*

Katie Sorensen, Urban Forestry Assistant, presented an overview of the Parks Day Celebration event on July 12. Three parks will be highlighted this year, Bluegrass, Ramsey and Riverstone. All of these parks can be accessed via the new Prairie Trail. The all-day event will begin at Bluegrass Park with a free breakfast, games, activities and prizes then move down to Ramsey for more food, activities, demonstrations and prizes. The final celebration will be held at Riverstone and would include entertainment, food, activities and a drawing for people who have visited all three parks for a final grand prize. Planning for this event is continuing.

Chairman Shellman asked about staffing and volunteers for the event. Katie replied that members of the Parks Day Celebration Committee along with other volunteers such as "Parks and Recreation Commissioners" would be manning each one of the parks.

**14. DOGGIE BAGS** *(For Information Only)*

This item was not discussed.

**15. WORKSHOP – March 31, 2008**

It was agreed that a Commission workshop would be held on Monday, March 31, 2008, at 12:00pm in the Community Room. Commissioner Lien stated that he would not be able to attend this workshop since he will be out of town.

Motion was made at 8:30pm by Commissioner Bruning to adjourn the meeting.  
Motion was seconded by Commissioner Hill. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

**NEXT MEETING:** Commission Workshop - Monday, March 31, 2008, at 12:00pm



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

to Council 6-17-08

Date rec. 6/3/08 Amt Pd 50- Rec. No. 305551 Permit No. Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name NANA'S CONEYS INC Date of Application 060508

Applicant Physical Address 206 N 4th

Mailing Address 206 N 4th

City, State, Zip Coeur d'Alene ID 83815

Telephone 208-665-0600 Cell 509-638-2232 E-Mail Fax 208-665-0655

Name of Business NANAS CONEYS

Health Permit No. will have by 6-12-08 (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) 4ft wide x 4ft high - length = 8ft when counter is folded down

Please describe the type of item(s) sold Coney dogs, prepackaged chips

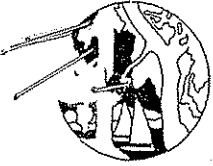
Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. Corner of 4th and Lakeside (North east corner)

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant Louise Martin

Sworn to me this 6th day of June, 2008

City Clerk My Choice, Deputy



# CITY OF COEUR D'ALENE

MUNICIPAL SERVICES - CITY HALL, 710  
EAST MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2229 Fax 769-2237

0  
to Council 6-17-08

Date rec. 6/13/08  
Amt Pd 50  
Rec. No 305551  
Permit No \_\_\_\_\_  
Date issued \_\_\_\_\_

## Application for MOBILE FOOD CONCESSION

Applicant Name PAUL GRIER Date of Application 060508  
Applicant Physical Address 206 N. 4th  
Mailing Address 206 N. 4th  
City, State, Zip Coeur d'Alene Id 83815  
Telephone (208) 665-0600 Cell 509-638-2327 Mail \_\_\_\_\_ Fax 208-665-0655  
Name of Business Nana's Conneys INC.  
Health Permit No. will have by 6-12-08 (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)  
Self contained Ice cream unit. 44" x 28" x 11"

Please describe the type of item(s) sold  
ICE CREAM.

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. 200 Nth 4th Street

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Paul Grier by J. Merten  
Signature of Applicant

Sworn to me this 6<sup>th</sup> day of June, 2008  
My Klevin, Deputy  
City Clerk

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

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

[Office Use Only] Amt Pd *\$294.99 to March 200*  
 Rec No *0365506*  
 Date *6/6/08*  
 Date to City Council: \_\_\_\_\_  
 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 type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" 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 _____	\$

*Previous owner repurchasing - requires new license De Mouse Trap*

Business Name	<i>D' Mouse TRAP</i>	<i>Liquor license Sbd - Will now serve beer &amp; wine only</i>
Business Mailing Address	<i>628 W. Appleway</i>	
City, State, Zip	<i>Coeur d' Alene, ID 83815</i>	
Business Physical Address	<i>same</i>	
City, State, Zip	<i>same</i>	
Business Contact	<i>Business Telephone: 607-9442 Fax: N/A</i>	
License Applicant	<i>Dolores Morissette</i>	
If Corporation, partnership, LLC etc. List all members/officers		

# ANNOUNCEMENTS

# Memo to Council

DATE: June 5, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointment and reappointment is presented for your consideration for the June 17th Council Meeting:

JOSHUA COOPER                      ARTS COMMISSION  
(Reappointment – Student Rep)

JOHN J. WILLIAMS                      PARKING COMMISSION  
(Representing Community-At-Large)

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Steve Anthony, Art Commission Liaison



OTHER COMMITTEE MINUTES  
(Requiring Council Action)

June 9, 2008  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Dr. Jack Dawson, Dean, University of Idaho  
Tom Freeman, Kootenai Medical Center  
Don Fogelman, Kootenai Medical Center  
Mary Souza

**STAFF PRESENT**

Warren Wilson, Deputy City Attorney  
Bill Greenwood, Parks Superintendent  
Kenny Gabriel, Fire Chief  
Wendy Gabriel, City Administrator  
Jon Ingalls, Deputy City Administrator

**Item 1. Renewal of Lease Agreement / University of Idaho Harbor Center Lease.  
(Resolution No. 08-038)**

Wendy Gabriel, City Administrator, is requesting approval of the proposed lease renewal with the University of Idaho. Ms. Gabriel stated that the City and UI entered into a lease for the Harbor Center building in May, 2002. The initial term of the lease was five years and it was later extended to 2010. Staff has been negotiating a lease renewal to provide UI with a long term presence in Coeur d'Alene to support UI's investment in new programs and facilities to serve this region. The new lease will be for 99 years with a second 99 year option. UI will pay one million, three hundred thousand dollars (\$1,300,000) for the lease. However, if the city or other public entity acquires the DeArmond mill site and provides 2.5 acres to UI as the preferred site for new UI buildings within the corridor, then this lease shall terminate and be replaced with a long term lease for the Harbor Center building and parking area only. Upon eventual UI construction of new buildings on a portion of the mill site or the Harbor Center site, the Harbor Center building can be developed as a water quality research and educational facility in conjunction with the city's Wastewater Department.

Councilman Edinger referred to an editorial in the Press that suggests that the City nor UI knows how the 1.3 million figure was arrived at nor if it is fair market value. Ms. Gabriel responded that the 1.3 Million is a figure that was established in 2002 and was based on what the city owed on the property through its revenue bonds. If conveyance of the property went to UI at that time, they would have been responsible for paying at least that amount.

Councilman Goodlander commented about the citizens who will ask why the City is giving away a very valuable piece of property to the UI. She asked Ms. Gabriel to reiterate the economic value of having these educational institutions in this corridor. Ms. Gabriel responded 1) the opportunity of having 5 educational institutions in one area that will provide a variety of programs; 2) the opportunity for future generations to stay local and receive a 4-year degree; 3) the economic viability brings to the economy is in the 10's of millions of dollars. Ms. Gabriel suggested that this just names a few and that the Education Corridor would bring a value to the community that cannot be measured.

Councilman Goodlander commented that she personally believes in the Education Corridor and has for the past 10 years. This is a remarkable opportunity in what it will provide to the community.

Councilman Edinger asked what happens if the Education Corridor plan falls through. Ms. Gabriel said the UI will expand on the Harbor Center property. They plan to build a new building but would remain in Harbor

Center building. UI will partner with the WWTP for a water resource facility. In any event, sufficient land has been excluded from the leased property for all future Wastewater Department expansion needs.

Councilman Bruning commented that he's had dialogue with several citizens who are interested in this plan as they have kids coming of college age. They are concerned with the rising cost of education. This may be their children's only opportunity for a college education as it will be affordable for them. They spoke in support of this plan.

Councilman Edinger again referred to the editorial in the press. Comments suggest that the City is moving on a fast track and that the public doesn't have all the information. The editorial mentioned that the State Board of Educators are meeting June 19<sup>th</sup>. He asked Ms. Gabriel to explain. Ms Gabriel responded that at the June 19<sup>th</sup> meeting they will be doing the same as we are here, and that is to take formal action on this lease agreement. As far as the rush, Ms. Gabriel explained, the City has been talking about the corridor for almost 15 years. Written confirmation expressing this as a priority to the City was confirmed in 2002 with the Memorandum of Understanding entered into with the UI. The MOU before the committee today has been in negotiations for 6 -7 months. Ms. Gabriel added that as with all of the city's agreements, staff negotiates the agreements with the other party, and the public is not involved in those negotiations.

**MOTION: by Bruning, seconded by Edinger, that Council adopt Resolution No. 08-038 approving the renewal of the Lease of Harbor Center to the University of Idaho.**

**Item 2. Landscape Enhancement Project / Kootenai Medical Center – Idaho Transportation Department.  
(Consent Calendar)**

Bill Greenwood, Parks Superintendent, is requesting Council approval to apply for a permit to allow Kootenai Medical Center to use the Idaho Transportation Department right-of-way for landscaping enhancement. Mr. Greenwood explained that Kootenai Medical Center is proposing to landscape the area along the I-90 / U.S. 95 east bound off-ramp. This will fit very well with the improvements that Hagadone Hospitality did on the west bound side of the Interstate. The City applied for that permit on behalf of the Hagadone Hospitality group. The enhanced landscaping also continues with the theme of landscaping that the city began at the I-90 / Northwest Boulevard interchange. Basically, this is an improvement, or a roadside enhancement, that the entire community as well as interstate travelers will recognize a benefit. Because ITD does not enter into encroachment agreements with non-governmental entities, ITD would enter into a state and local agreement with the City and the City, in turn, would need to enter into an agreement with KMC. The agreement with KMC will assure both the Idaho Transportation Department and the City that KMC will bear the expense of the landscape as well as maintain the landscape into perpetuity.

**MOTION: by Edinger, seconded by Bruning, that Council authorize staff to apply for an encroachment permit for landscape enhancement in the ITD right-of-way and direct staff to negotiate a State and Local Agreement with ITD and an agreement with KMC assuring the City and ITD that KMC will bear the expense and maintain the landscaping into perpetuity.**

**Item 3. Idaho Transportation Department Agreement / Interstate Fire Protection from US 95 Right-of-Way.**  
**(Consent Resolution No. 08-037)**

Councilman Goodlander summarized the submitted staff report noting the Fire Department is requesting approval to enter into an agreement with the Idaho Transportation Department for Fire Protection within Idaho Transportation Department right-of-way on Highway 95. The Fire Department has been asked by the ITD to sign a formal agreement. This is the first time they have been asked to do this. There will be no negative financial impact to the City. There is a provision in the agreement that allows responding agencies to be reimbursed. The rate is the exact same as at the agreement with the Idaho Department of Lands.

**MOTION: by Bruning, seconded by Edinger, that Council adopt Resolution No. 08-037 approving an agreement with Idaho Transportation Department for fire protection in the ITD right-of-ways on Highway 95.**

**Item 4. Rental Agreement Renewal / Idaho Department of Lands.**  
**(Consent Resolution No. 08-037)**

Councilman Goodlander summarized the submitted staff report noting that the Fire Department is requesting approval of this year's Equipment Rental Agreement with the Idaho Department of Lands. The Coeur d'Alene Fire Department has been part of the Idaho Department of Lands immobilization plan for Wildland fires for nine years. Each year they evaluate the reimbursement rates and set a new fee schedule. The agreement covers the Fire Department expenses in the event they send an apparatus and personnel to a Wildland fire out of the area. The City of Coeur d'Alene is the only city in the state to have a mutual aid agreement with Idaho Department of Lands. If there is a fire in the City, they respond and do not charge for their services, including the helicopter for water drops. It is also an invaluable training tool for the department to send personnel to our area fires.

**MOTION: by Bruning, seconded by Edinger, that Council adopt Resolution No. 08-037 approving this year's Equipment Rental Agreement with the Idaho Department of Lands.**

The meeting adjourned at 11:56 p.m.

Respectfully submitted,

*Juanita Van Cleave*  
Recording Secretary

## GENERAL SERVICES STAFF REPORT

**DATE:** June 9, 2008  
**FROM:** Mike Gridley – City Attorney  
**SUBJECT:** Approval of renewal of Harbor Center lease with University of Idaho

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### **DECISION POINT:**

City Council is being asked to approve a renewal of the lease of Harbor Center to the University of Idaho.

### **HISTORY:**

The City and UI entered into a lease for the Harbor Center building in May, 2002. The initial term of the lease was five years and it was later extended to 2010. Staff has been negotiating a lease renewal to provide UI with a long term presence in Coeur d'Alene to support UI's investment in new programs and facilities to serve this region. The new lease will be for 99 years with a second 99 year option. UI will pay one million, three hundred thousand dollars (\$1,300,000) for the lease. However, if the city or other public entity acquires the DeArmond mill site and provides 2.5 acres to UI as the preferred site for new UI buildings within the corridor, then this lease shall terminate and be replaced with a long term lease for the Harbor Center building and parking area only. Upon eventual UI construction of new buildings on a portion of the mill site or the Harbor Center site, the Harbor Center building can be developed as a water quality research and educational facility in conjunction with the city's Wastewater Department.

### **FINANCIAL ANALYSIS:**

UI will pay \$1.3 million for the lease. If the mill site is acquired the money will be used to acquire 2.5 acres and that portion of the mill site will be conveyed to UI for development of new educational buildings to be utilized by UI and its educational partners including North Idaho College, Lewis-Clark State College, Idaho State University and Boise State University. With the conveyance of the mill site, this lease will terminate as described above. If the mill site is not acquired then UI will retain this lease of the Harbor Center building and grounds and can expand its educational and research facilities on the Harbor Center site. In any event, sufficient land has been excluded from the leased property for all future Wastewater Department expansion needs.

### **QUALITY OF LIFE ANALYSIS:**

Renewal of this lease will ensure that UI has a long term presence in Coeur d'Alene.

### **DECISION POINT/RECOMMENDATION:**

General Services/City Council should approve the proposed lease renewal with the University of Idaho.

RESOLUTION NO. 08-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A SITE LEASE AND ACQUISITION AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF IDAHO, FOR PREMISES AT HARBOR CENTER AS DESCRIBED IN EXHIBIT "1".

WHEREAS, the City of Coeur d'Alene and the Regents of the University of Idaho have a long-standing mutual interest in and commitment to ensuring that residents of Coeur d'Alene and northern Idaho have access to higher education and recognize that collaboration between and among the Parties is vital to enhancing such access;

WHEREAS, the City Council has approved a Site Lease and Acquisition Agreement with the Regents of the University of Idaho for leased premises at Harbor Center for educational purposes;

WHEREAS, the Agreement with its attachments is attached hereto as Exhibit "1" and is incorporated herein as if set forth fully, and its terms have been approved by the City Council;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve said Agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City approve the Agreement with the Regents of the University of Idaho as set forth in Exhibit "1".

DATED, this 17<sup>th</sup> day of June, 2008.

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

COUNCIL MEMBER HASSEL Voted \_\_\_\_\_

COUNCIL MEMBER BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

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

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

## **SITE LEASE AND ACQUISITION AGREEMENT**

THIS SITE LEASE (“**Lease**”) is made as of the \_\_\_\_ day of June 2008, between **City of Coeur d’Alene**, a municipal corporation (“**Landlord**’), and **The Board of Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws and constitution of the State of Idaho (“**Tenant**”).

### **1. Leased Premises.**

That certain property together with all buildings and improvements thereon located in the City of Coeur d’Alene, County of Kootenai, State of Idaho as shown on the diagram attached as **Exhibit “A”** (“**Leased Premises**”).

### **2. Term.**

Landlord leases and Tenant rents the Leased Premises for a term of 99 years commencing on July 1, 2008 and terminating on June 30, 2107 (“**Term**”).

### **3. Rent.**

**3.1** Rent for Term of Lease shall be one million three hundred thousand dollars (\$1,300,000.00) and shall be paid to Landlord no later than September 30, 2008.

**3.2** Rent payment shall be mailed to Landlord at the address provided in Article 11 (Notices) or as otherwise instructed by Landlord.

**3.3** In addition to Rent, Tenant shall provide the following consideration to the Landlord:



- 1) Subject to Section 3.4, Tenant at Landlord's request shall provide Landlord (without rent or utility charges) a separate sublease for continued use of the Landlord's existing wastewater treatment lab facility (as shown on the diagram attached as **Exhibit "B"**) for the term of this Lease. However, Landlord is responsible for paying and arranging janitorial and communication services utilized by this lab.
- 2) Tenant shall permit use of the Centennial Trail through Leased Premises by allowing public access, which shall be managed and maintained by Landlord, and public use of the seawall and boardwalk in a manner that is not disruptive to Tenant's operations on Leased Premises.

**3.4** For those portions of the Leased Premises that will be provided to Landlord pursuant to Sections 3.3(1 and 2); Sections 6.1, 9.3, and Articles 10 through 21 of this Lease shall apply; provided that, for application to this Section 3.4, the term "Landlord" in those sections shall mean Tenant, the term "Tenant" shall mean Landlord and the term "Leased Premises" shall mean the Wastewater treatment lab facility and the Centennial Trail.

#### **4. Landlord's Title.**

**4.1** Landlord covenants that Landlord has lawful title to the Leased Premises, including adequate vehicular access from Leased Premises to a developed public right of way. Landlord further covenants that Landlord has full right and authority to execute this Lease and grant Tenant all rights and privileges under this Lease, and that Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises.

**4.2** Landlord hereby discloses that Landlord owns and operates a wastewater treatment facility adjacent to the Leased Premises, which facility is known to emit unpleasant

odors. Provided that emissions from the facility comply with all applicable laws, rules and regulations, such emissions shall not constitute a breach of Tenant's quiet enjoyment of the Leased Premises under this Lease. Tenant shall not object to the continued operation of the adjacent wastewater treatment facility so long as Landlord manages that facility in accordance with industry standards used to reasonably minimize odor and disruption of adjoining properties.

## **5. Further Agreements.**

**5.1 Property Encumbrances.** Landlord represents to Tenant that title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies and other exceptions to title except the leases and encumbrances listed on the attached **Exhibit "C" ("Existing Leases and Encumbrances")**. Landlord hereby covenants to advise Tenant of and give Tenant copies of all Existing Leases and Encumbrances of which Landlord has knowledge and of which Tenant is not a party. Landlord and Tenant hereby acknowledge that Leased Premises has been occupied by Tenant under the terms of a prior Master Lease and amendment since May 2002. As provided and permitted by that prior Master Lease and amendment, Tenant has subleased a portion of the Leased Premises and rent payable under those subleases shall continue to be payable to Tenant during the term of this Lease.

**5.2 New Construction and Remodeling.** Tenant is hereby authorized to construct, alter and expand new buildings on Leased Premises so long as each new building's use is consistent with the restrictions described in Section 9.2 of this Lease. However, Tenant shall not construct new buildings on Leased Premises prior to January 1, 2011 without written consent of Landlord. Tenant is hereby authorized to remodel or otherwise alter the existing building at any time so long as such remodeling or alterations are reasonably deemed necessary by Tenant to improve the building's function for those purposes described in Sections 9.1 and 9.2 of this

Lease. Remodeling and alterations permitted by this Section shall be at Tenant's expense and such work shall be performed in a workmanlike manner complying with all applicable rules and regulations.

**5.3 Conveyance of Fee Interest of New Parcel.** If Landlord (or other cooperating entity) by January 1, 2011 i) possess fee simple title to the parcel depicted in the attached **Exhibit "D"** ("**New Parcel**") (subject to Tenant's satisfaction with an adequate environmental assessment and commitment for title insurance issued by a title company authorized to do business in the State of Idaho) and has the authority to convey fee interest to Tenant, and ii) enters into a legally binding commitment to provide utility and service infrastructure at New Parcel necessary for Tenant to construct new buildings on New Parcel at or below the cost for constructing similar buildings on Leased Premises, then City (or other cooperating entity) shall convey New Parcel to Tenant. In the event of conveyance of fee interest of New Parcel to Tenant as provided herein, this Lease shall terminate on the date of conveyance of New Parcel to Tenant, and shall be replaced with a facility lease of the Harbor Center Building and existing developed parking areas for no additional rent and this facility lease shall terminate on June 30, 2107, and shall be subject to Sections 3.3 (1), 3.4, Article 4 and all terms of this Lease subsequent to this Article 5.

**5.4 Failure to Convey Fee Interest of New Parcel.** If Landlord (or other cooperating entity) does not by January 1, 2011, i) possess fee simple title to New Parcel (subject to Tenant's satisfaction with an adequate environmental assessment and commitment for title insurance issued by a title company authorized to do business in the State of Idaho) and has the authority to convey fee interest to Tenant, and ii) enter into a legally binding commitment to provide utility and service infrastructure at New Parcel necessary for Tenant to construct new

buildings on New Parcel at or below the cost for constructing similar buildings on Leased Premises, then this Lease shall continue as provided herein and Tenant shall additionally be entitled to an option to extend this Lease for a second Term that shall expire on June 30, 2206, with no consideration, compensation, charges or other payment beyond Rent already paid in Section 3.1 of this Lease.

## **6. Maintenance, Repair, Casualty and Reversion of Building Improvements.**

**6.1 Maintenance and Repair.** Subject to the covenants and representations of Landlord herein, Tenant accepts the Leased Premises in “as is” condition. Except as otherwise provided in Section 6.2, Tenant shall, at Tenant’s sole discretion, cost and expense, maintain, repair and replace as necessary all structures, equipment, systems and improvements on the Leased Premises and maintain, repair and replace, as deemed necessary by Tenant, all above and below ground utilities serving Leased Premises and the extension from the Leased Premises to such utility’s connection at the main line. Tenant shall repair and maintain the seawall boardwalk within the Leased Premises (which includes the decking, joists, and guardrails) along the seawall to a usable, safe, and attractive condition for pedestrian access. Landlord shall repair and maintain the seawall structure (which includes the piles, cabling and anchoring system). Landlord shall repair and maintain the covering of the seawall only to the extent needed to protect the seawall structure and Tenant may maintain, repair and replace the covering for cosmetic purposes so long as those cosmetic alterations are approved in writing by Landlord based on Landlord’s determination that such proposed alterations will not compromise the seawall structure. Landlord shall have no maintenance, repair or replacement responsibilities towards the Leased Premises, or any part thereof, except as explicitly provided above and in Section 3.4.

**6.2 Damage or Destruction.** In the event of material damage to or destruction of the improvements to the Leased Premises by fire or other casualty, Tenant may (at Tenant's sole discretion, cost and expense) repair, restore or rebuild the improvements to the Leased Premises so that upon completion of the repairs, restoration or construction, Tenant may again utilize the Leased Premises in furtherance of Tenant's use, as described in Section 9.2. If the Tenant chooses not to repair the material damage or destroyed premises, and the Leased Premises are, in the sole opinion of the Tenant, no longer viable for the Tenant's intended use, the Tenant may terminate this lease upon written notification to the Landlord, and Tenant shall have no further obligations under this Lease except to restore the property to a safe and reasonably clean condition prior to termination. During the period of damage, destruction, repair, restoration or rebuilding, this Lease remains in effect and rent does not abate.

**6.3 Reversion.** At the end of any lease term provided by this Lease in which Landlord takes possession of Leased Premises from Tenant, Leased Premises shall be returned to Landlord in a clean and safe condition, and Landlord hereby acknowledges and accepts that any buildings may be functionally obsolete at the end of any term provided by this Lease. Tenant shall remove all personal property and fixtures that can be removed without unreasonable damage to the real property remaining. Upon reversion, Landlord shall take possession of all improvements to the real property (including but not limited to improvements made at the sole expense of Tenant during the Term of this Lease and as provided by this Lease) without compensation to Tenant.

## **7. Utility Charges.**

Tenant agrees to pay all charges for electricity, gas, heat, water, telephone and other utility services used on the Leased Premises during the term of this Lease.

## **8. Indemnification and Insurance.**

**8.1** Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Landlord agrees to indemnify and hold harmless Tenant and its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Landlord's possession, operations or performance under this Agreement and which are caused by the negligence of the Landlord. Landlord shall promptly notify the University of Idaho, Office of Risk Management, PO Box 443162, Moscow, Idaho 83844-3162 of any such claims of which it has knowledge and shall cooperate fully with Tenant or its representatives in the defense of the same. This indemnification does not apply to the extent that such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Tenant, its agents or assigns.

**8.2** Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Tenant agrees to indemnify and hold harmless Landlord, their agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Tenant's possession, operations or performance under this Agreement and which are caused by the negligence of the Tenant. The Tenant shall promptly notify Landlord of any such claims of which it has knowledge and shall cooperate fully with Landlord or its representatives in the defense of the same. This indemnification does not apply when such claims, damages, costs, liabilities, and expenses are

the result of negligent acts, errors, omissions or fault on the part of Landlord, its agents or assigns.

**8.3** Landlord shall obtain and maintain such comprehensive public liability and property damage insurance or self-insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by Landlord. Landlord's liability coverage is provided through a self-funded liability program administered by the City of Coeur d'Alene. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits.

**8.4** Tenant shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction of loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by Tenant. Tenant's liability coverage is provided through a self-funded liability program administered by the Office of Insurance Management. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits. Tenant shall be solely responsible for fire and casualty insurance coverage for all structures on Leased Premises and for Tenant's personal property located on Leased Premises.

**8.5** All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered as appropriate.

## **9. Authorizations and Restrictions.**

**9.1** Tenant may not assign this Lease without Landlord's written approval, which approval shall not be withheld unreasonably. Tenant may at its sole discretion sublet portions of Leased Premises, so long as such sublease is related to furtherance of Tenant's educational, research or administrative activities, including but not limited to subleasing to other institutions of higher education or other agencies or entities in collaboration with the Tenant and its mission to provide education, research, and outreach for the benefit of the State of Idaho. All subleases of the Leased Premises executed by Tenant and permitted by this Section shall be subject and subordinate to this Lease and Tenant, not Landlord, shall be responsible for enforcing its terms upon any subtenant.

**9.2** During the term of this Lease, Tenant shall use good faith and reasonable efforts to utilize those portions of the Leased Premises occupied by Tenant or its subtenants in furtherance of Tenant's educational, research or administrative activities and Tenant's mission to provide education, research, and outreach for the benefit of the State of Idaho. Tenant's obligation to use the Leased Premises in furtherance of its education, research or administrative activities may be suspended by Tenant during (a) strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation, or any other reason beyond the reasonable control of Tenant or other occupant of the Leased Premises, or (b) closure due to the restoration, construction, expansion, alteration or remodeling of any building or improvement on the Leased Premises.

**9.3** Tenant may install in the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not



affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by such removal.

**10. Default.**

**10.1** Either party shall be deemed to be in default upon the expiration of ninety (90) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be rectified within said ninety (90) day period and such party is using good faith and his best efforts to rectify the particulars.

**10.2** If the defaulting party is Tenant, Landlord may decree the term ended and enter the Leased Premises. Landlord shall have the right to collect any rent which may thereafter become payable under any sublease.

**10.3** The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

**10.4** In addition to the remedies set forth in this Lease, Landlord and Tenant shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

**11. Notices.**

**11.1** Any notice provided for herein shall be given by Registered or Certified United States Mail, postage prepaid, addressed, if to Landlord, to Landlord at City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, Idaho 83816-3964, and, if to Tenant, to Tenant at University of Idaho, Moscow, Idaho 83844-3168, Attention: Vice President for Finance and Administration. The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

**11.2** Each party agrees that a copy of all notices which may be given hereunder shall also be given by certified mail to such other persons and at such places as either party may designate in writing.

**12. Attorneys' Fees.**

If either party to this Lease is required to initiate or defend litigation in any way connected with this Lease, the prevailing party in such litigation in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to a reasonable attorneys' fee. If either party to this Lease is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Lease, or obligation of the other party to this Lease, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Lease. Attorneys' fees shall include attorneys' fees on any appeal. In addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**13. Recording of Lease.**

Tenant shall be responsible for recording this Lease in Kootenai County.

**14. Article Headings.**

The article headings of the Lease are inserted only for reference and do not affect the terms and provisions hereof.

**15. Rights of Successors.**

All of the rights and obligations under this Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

**16. Entire Agreement.**

This is the entire agreement between the parties. It replaces and supercedes any and all oral agreements between the parties, as well as any prior writings.

**17. Governing Law.**

This lease will be governed and construed in accordance with the laws of the State of Idaho, and venue for any legal action shall be in Kootenai County.

**18. Modification.**

This lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

**19. Severability.**

If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the Tenant and Landlord.

**20. Equal Opportunity.**

Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

**21. Non-Use of Names and Trademarks.**

No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

EXECUTED as of the date first above written.

**LANDLORD:**  
**City of Coeur d’Alene**

**TENANT:**  
**The Board of Regents of the University of Idaho**

By: \_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Lloyd E. Mues,  
Vice President, Finance & Administration

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Susan Weathers, City Clerk

\_\_\_\_\_  
\_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 17<sup>th</sup> day of June, 2008, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk of the **City of Coeur d'Alene**, a municipal corporation, that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared **Lloyd E. Mues** known to me to be Vice President, Finance & Administration of **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.

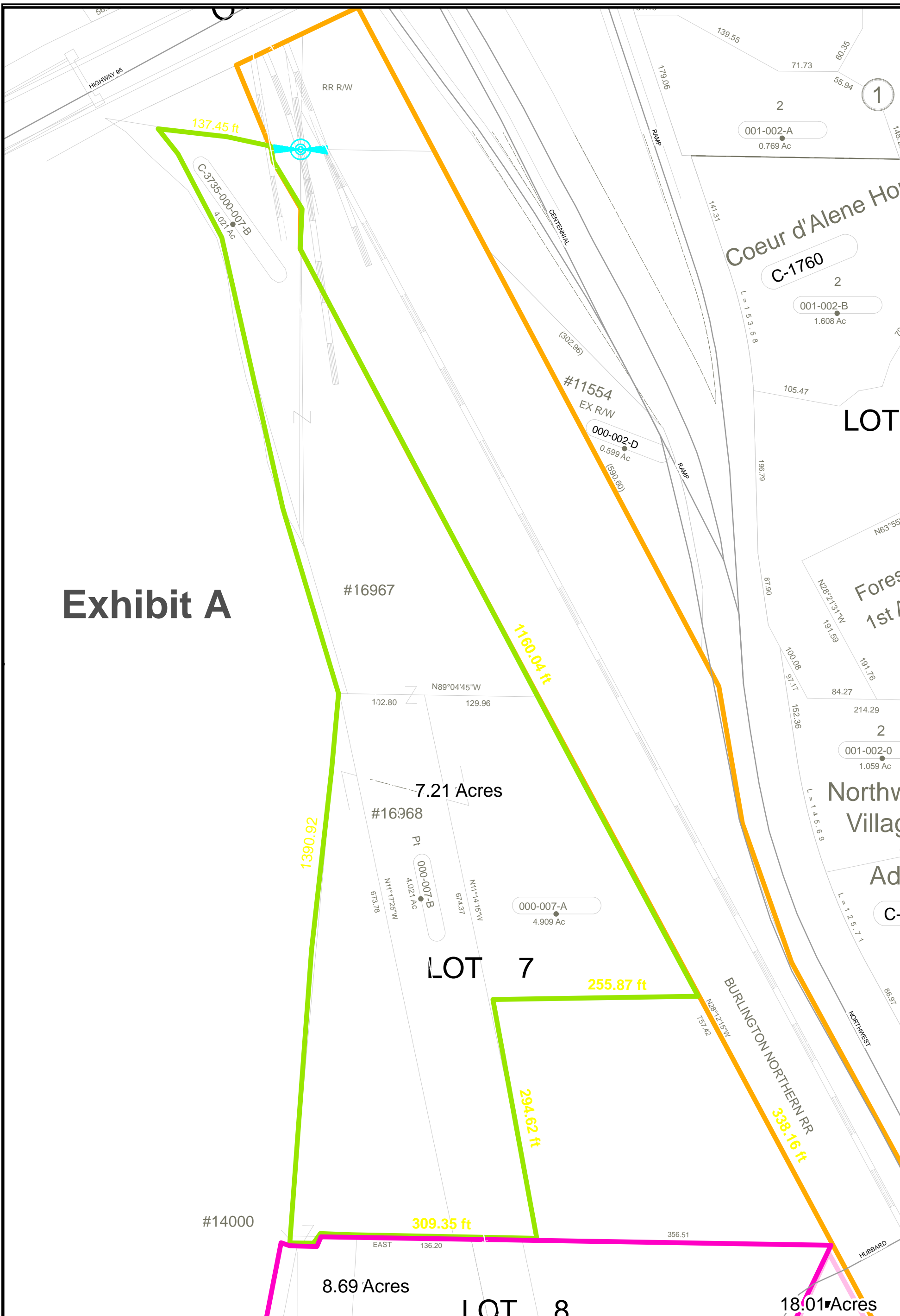
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

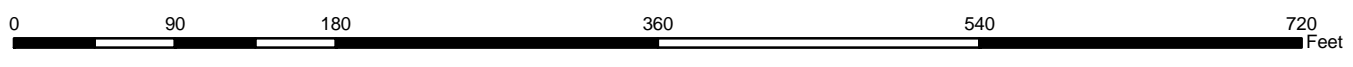
**List of Exhibits and Schedules:**

- Exhibit "A" - Site Plan
- Exhibit "B" - Wastewater Treatment Lab Facility
- Exhibit "C" - Existing Leases and Encumbrances
- Exhibit "D" - Map of New Parcel

# Exhibit A

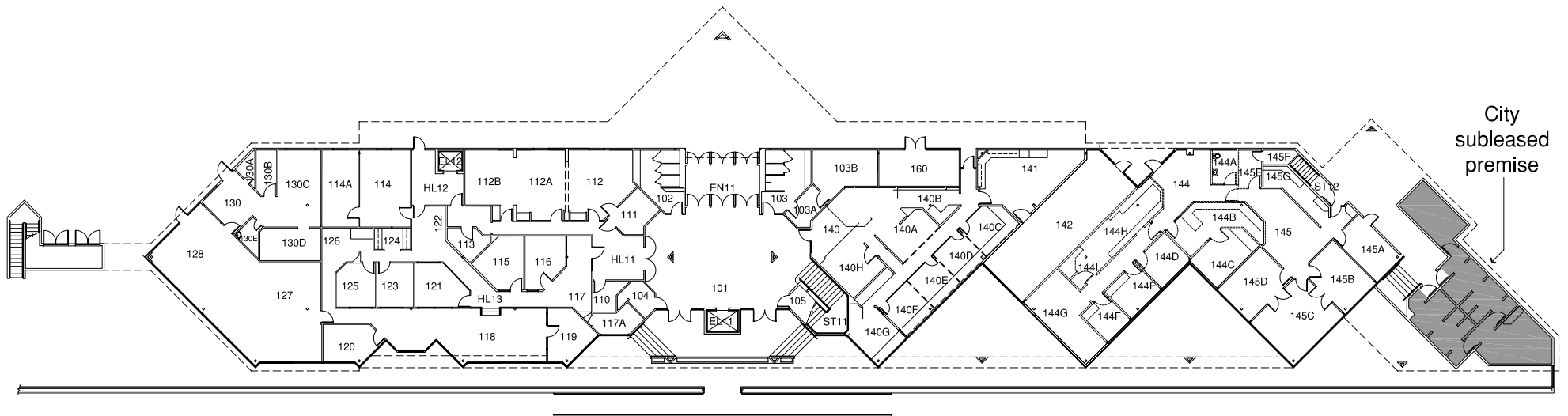


- Leased Premises
- Memorial Field
- NIC Area
- WWTP
- LCDC
- Mill Area
- New NIC Parcel
- BNSF



1 inch equals 107.5 feet

Map by Debbie Frisbie 5/29/08



## **EXHIBIT C**

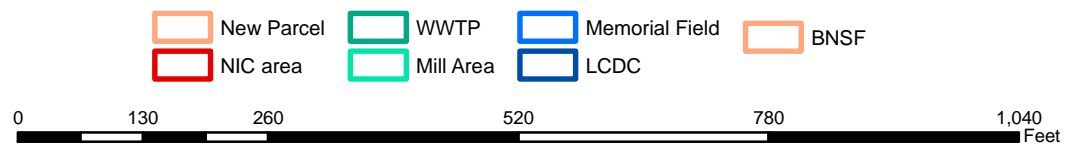
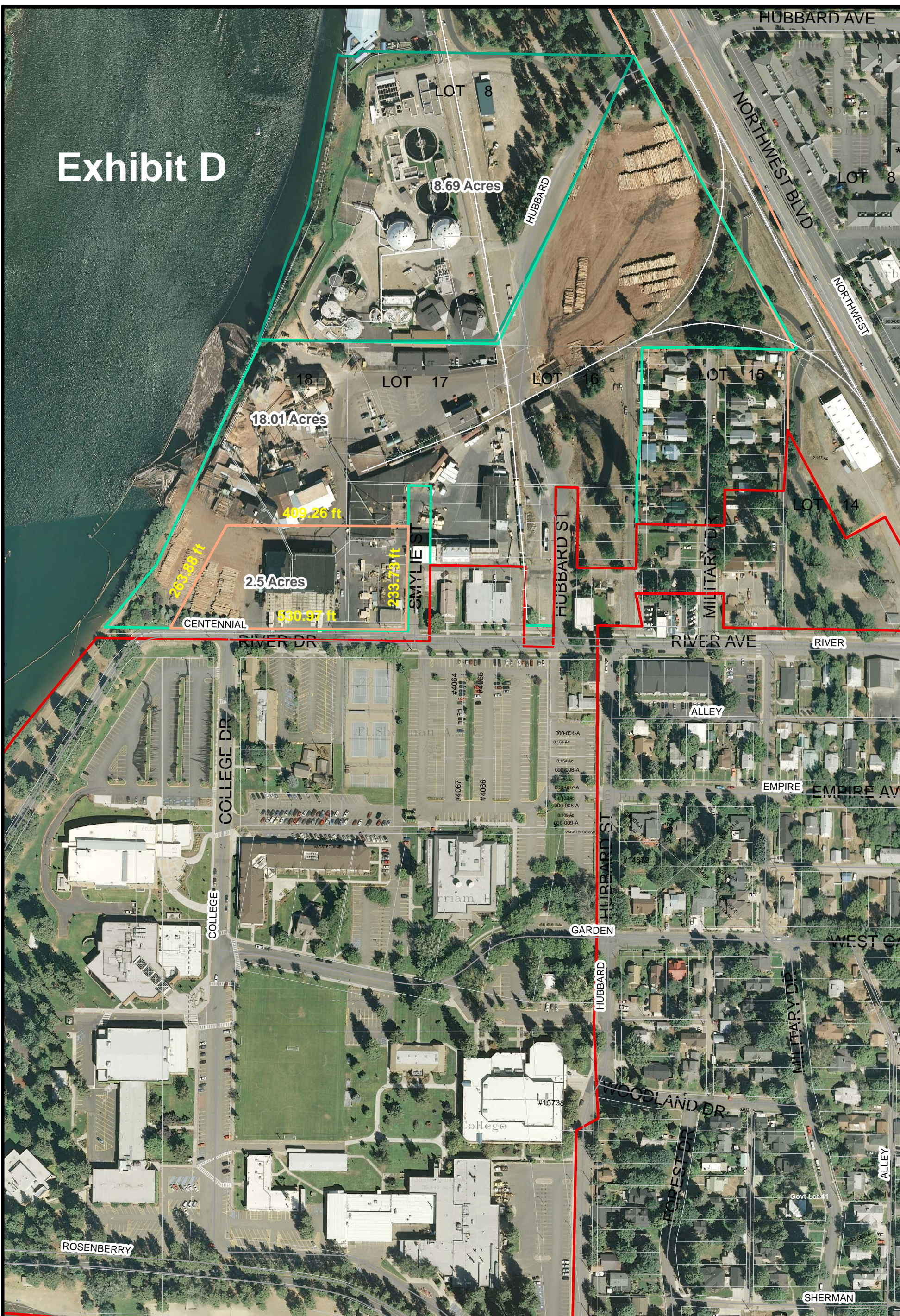
### **EXISTING LEASES AND ENCUMBRANCES**

**THE FOLLOWING ARE THE EXISTING LEASES AND ENCUMBRANCES TO THE  
LEASED PREMISES:**

- 1) The Leased Premises are subject to an easement withheld by and for the benefit of the Union Pacific Railroad Company as recorded in Kootenai County on September 15, 1997 as Instrument #1505371.



# Exhibit D



- New Parcel
- WWTP
- Memorial Field
- BNSF
- NIC area
- Mill Area
- LCDC



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: JUNE 17, 2008  
SUBJECT: RCA-10-08 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- 2.7 ACRES – 1130 EAST SKYLINE DRIVE

**DECISION POINT:**

Steven B. Meyer is requesting approval of a Request to Consider Annexation of a +/- 2.7 acre site at 1130 Skyline Drive.

**GENERAL INFORMATION:**



**1. Area of City Impact:**

The area of request is within the Cœur d'Alene Area of City Impact boundary.



2. **Contiguity with City Boundary:**

The area of request is contiguous to existing city limits.

3. **Orderly Growth:**

This request would be a logical annexation of a parcel of unincorporated property with adjoining city boundary on two sides and served by city water but not in the city.

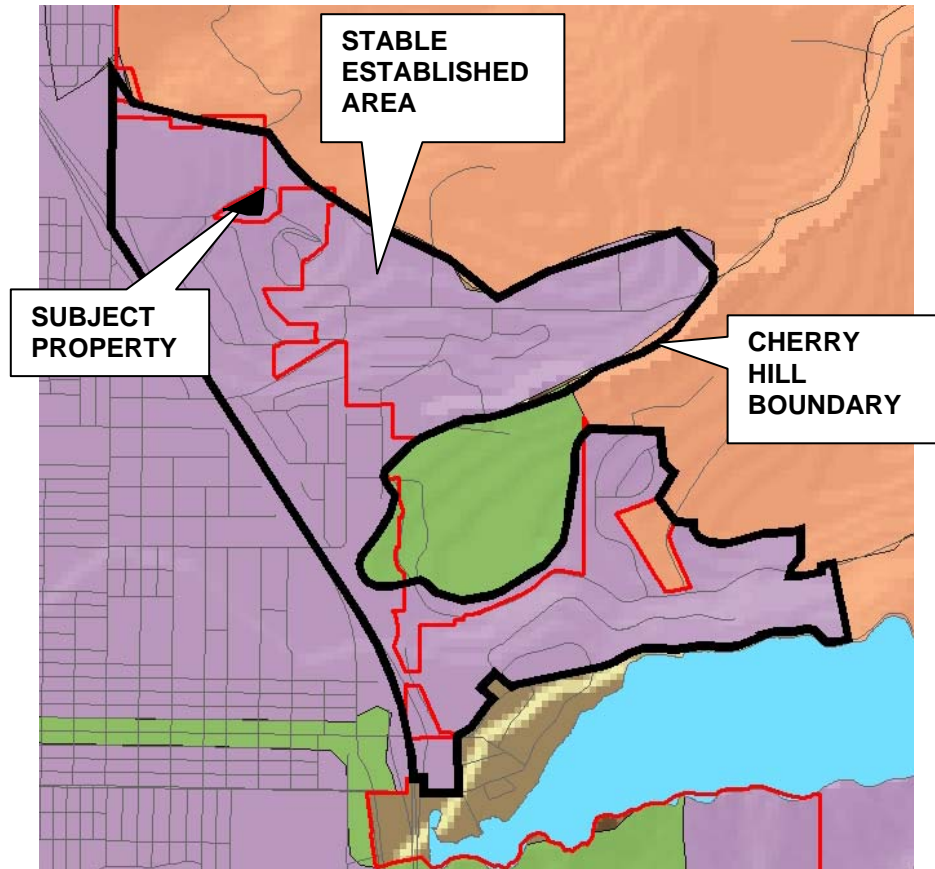
4. **Physical constraints:**

The subject property has an average slope of 22% and, as a result of annexation, would be required to comply with the Hillside Overlay Regulations.



5. **2007 Comprehensive Plan**

The subject property has a land use designation of Stable Established and is within the Cherry Hill Area, as follows:



A. **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.

B. **Cherry Hill Area:**

This area will continue to develop as a lower density single-family residential area with care taken to preserve natural vegetation, views, and open space on steeper slopes. Future development will present challenges in preserving open space and tree cover, and providing necessary infrastructure in the context of hillside development. As this area continues to develop, parcels not suitable for development should be preserved as open space through conservation easements, clustering, and acquisitions.

**C. The characteristics of Cherry Hill neighborhoods will be:**

- That overall density in this area will be approximately one dwelling unit per acre (1:1). However, in any given development, higher densities, up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- Limited opportunity for future development.
- Developments within the Fernan Lake Watershed should reflect careful consideration of the impacts of the development on water quality in Fernan Lake.
- 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.

**6. Sewer:**

Council recently approved an agreement with the applicants to allow them to hook up to the sewer system because their septic system had failed. The agreement allowed the applicants to immediately hook up to the sewer system but required that they complete the annexation process at the City's request. The health district required that they hook up to the public sewer.

**ACTION ALTERNATIVES:**

The Public Works Committee must make a recommendation to be forwarded to the City Council to either consider annexing the subject property to the City of Coeur d'Alene, with or without conditions, or not consider annexing the subject property to the City of Coeur d'Alene.



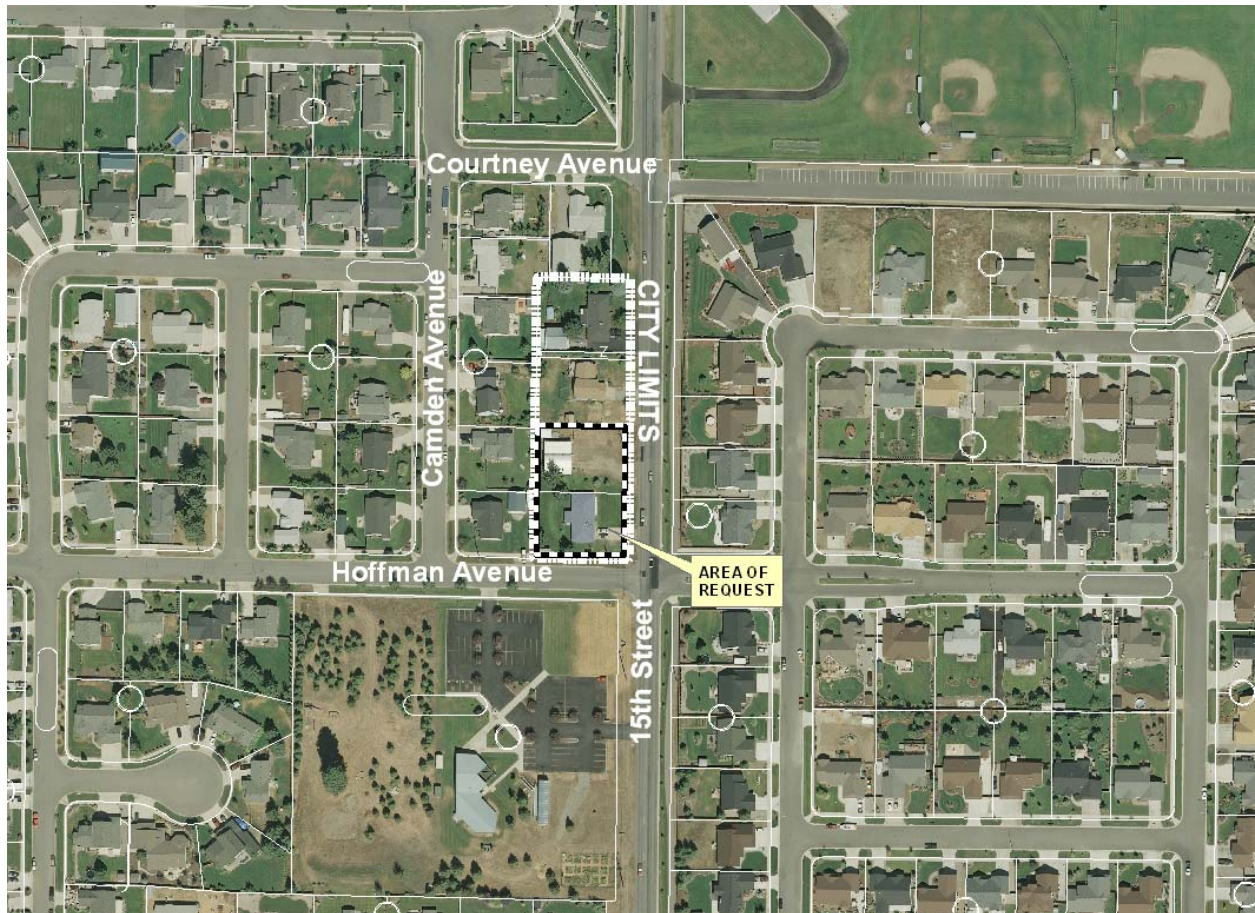
**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMSOS, SENIOR PLANNER  
DATE: JUNE 17, 2008  
SUBJECT: RCA-11-08 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- .64 ACRES – 5225 & 5245 North 15<sup>th</sup> Street

**DECISION POINT:**

William and Bonnie Willoughby are requesting approval of a Request to Consider Annexation of +/- .64 acres (Two parcels) at 5225 and 5245 15<sup>th</sup> Street.

**GENERAL INFORMATION:**



1. **Area of City Impact:**

The area of request is within the Coeur d'Alene Area of City Impact boundary.

2. **Contiguity with City Boundary:**

The area of request is contiguous to existing city limits.

3. **Orderly Growth:**

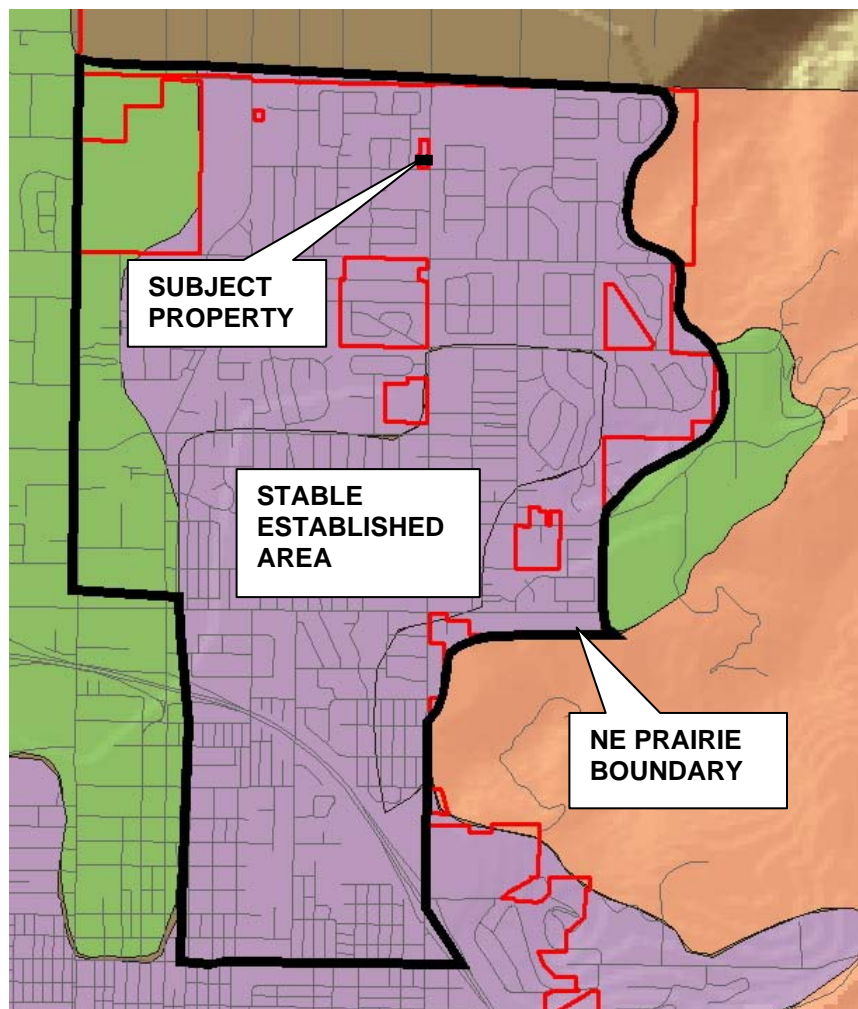
This request would be a logical annexation of a parcel that is now a portion of an "island" of unincorporated property surrounded by the City of Coeur d'Alene.

4. **Physical constraints:**

The subject property is flat with no physical constraints.

5. **2007 Comprehensive Plan**

The subject property has a land use designation of Stable Established and is within the NE Prairie Area, as follows:





**A. 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.

**B. NE Prairie:**

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.

**C. 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.

**6. Sewer:**

Council recently approved an agreement with the applicants to allow them to hook up to the sewer system because their septic system had failed. The agreement allowed the applicants to immediately hook up to the sewer system but required that they complete the annexation process at the City's request. The health district required that they hook up to the public sewer.

**ACTION ALTERNATIVES:**

The Public Works Committee must make a recommendation to be forwarded to the City Council to either consider annexing the subject property to the City of Coeur d'Alene, with or without conditions, or not consider annexing the subject property to the City of Coeur d'Alene.

**CITY COUNCIL  
STAFF REPORT**

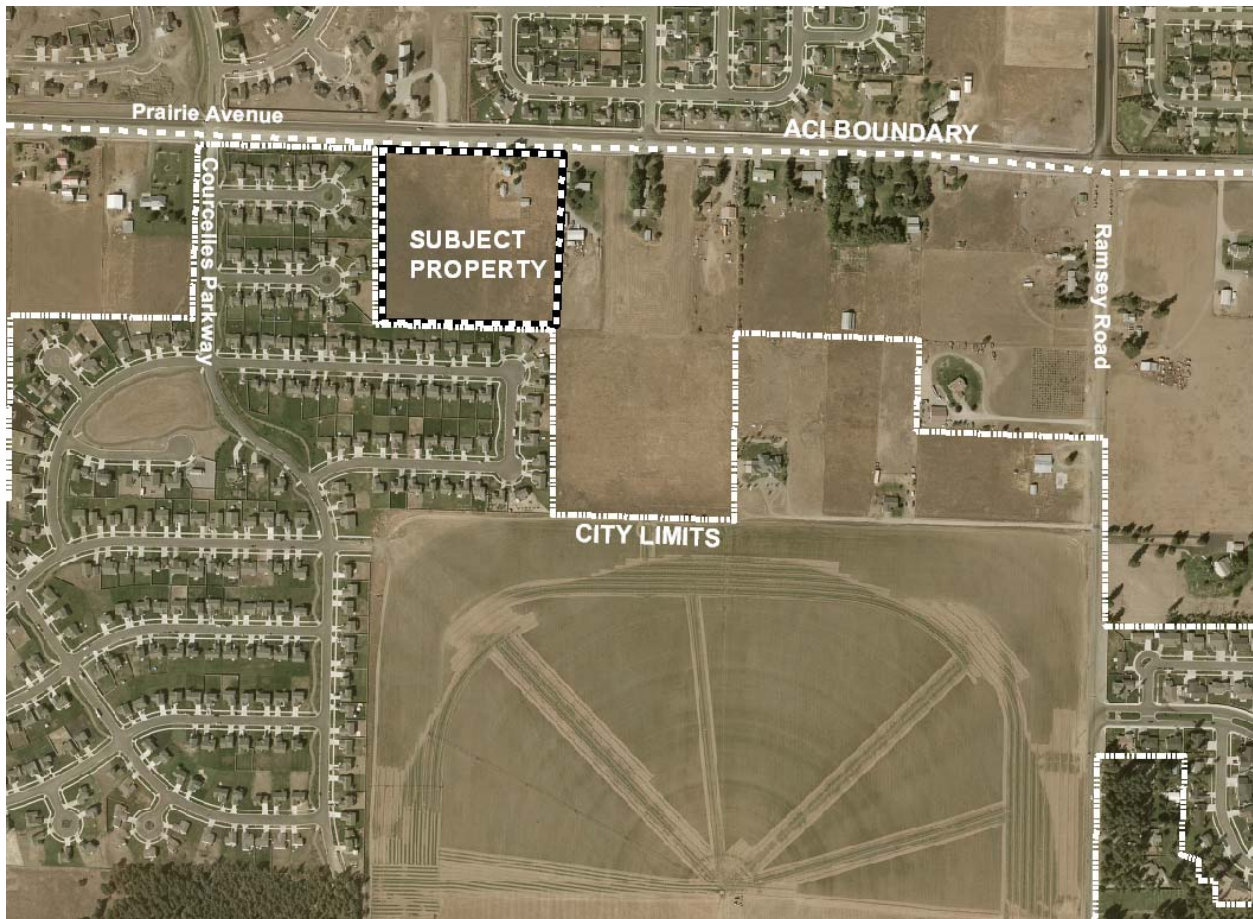
FROM: JOHN J. STAMSOS, SENIOR PLANNER  
DATE: JUNE 17, 2008  
SUBJECT: A-2-08 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY AGRICULTURE TO R-8  
LOCATION: +/- 9.4 ACRE PARCEL AT 2212 WEST PRAIRIE AVENUE

**DECISION POINT:**

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

**GENERAL INFORMATION:**

A. Site photo



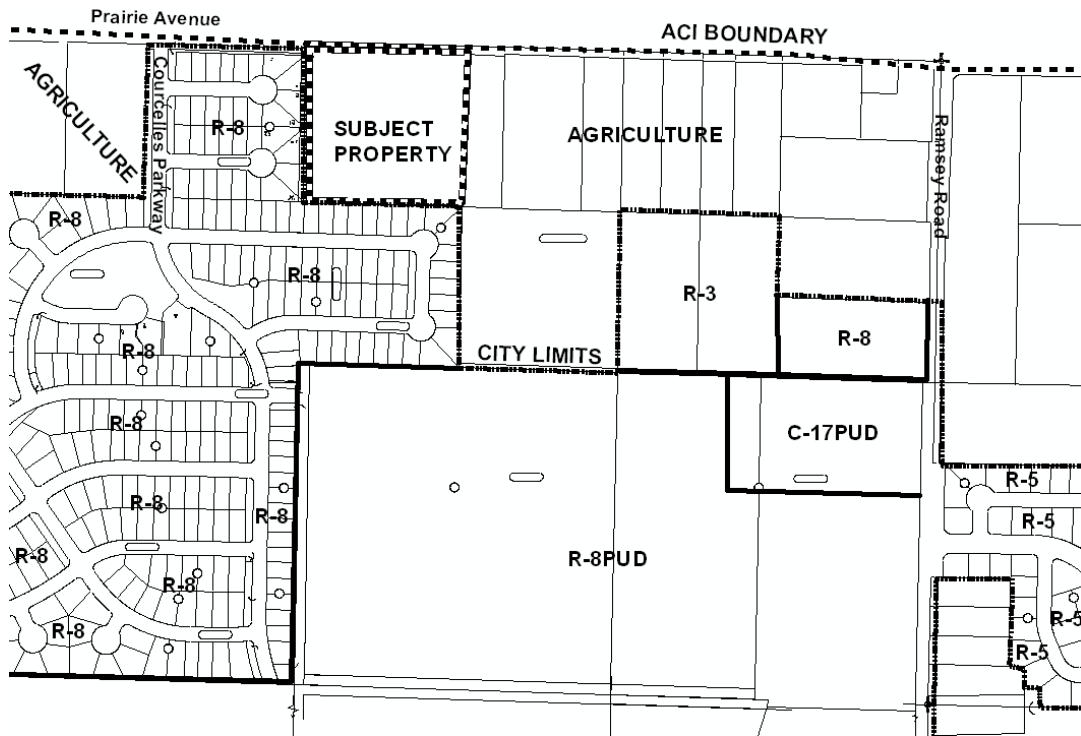
B. Subject property.



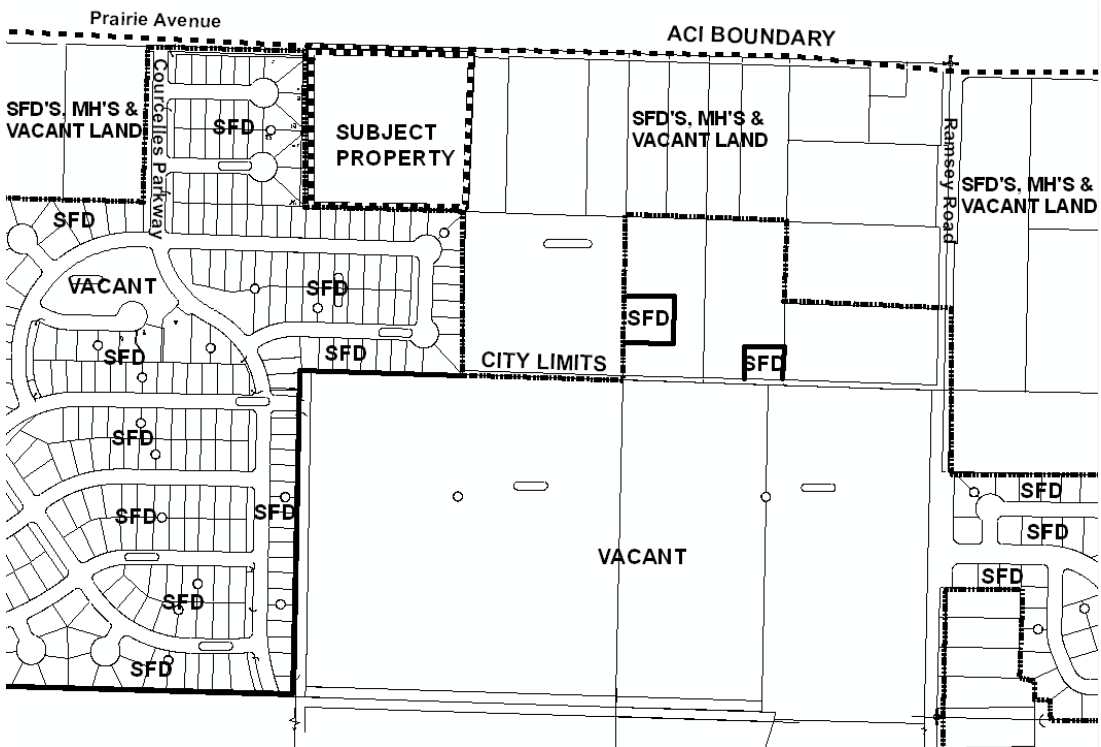
C. Looking North on Ramsey Road.



D. Zoning.

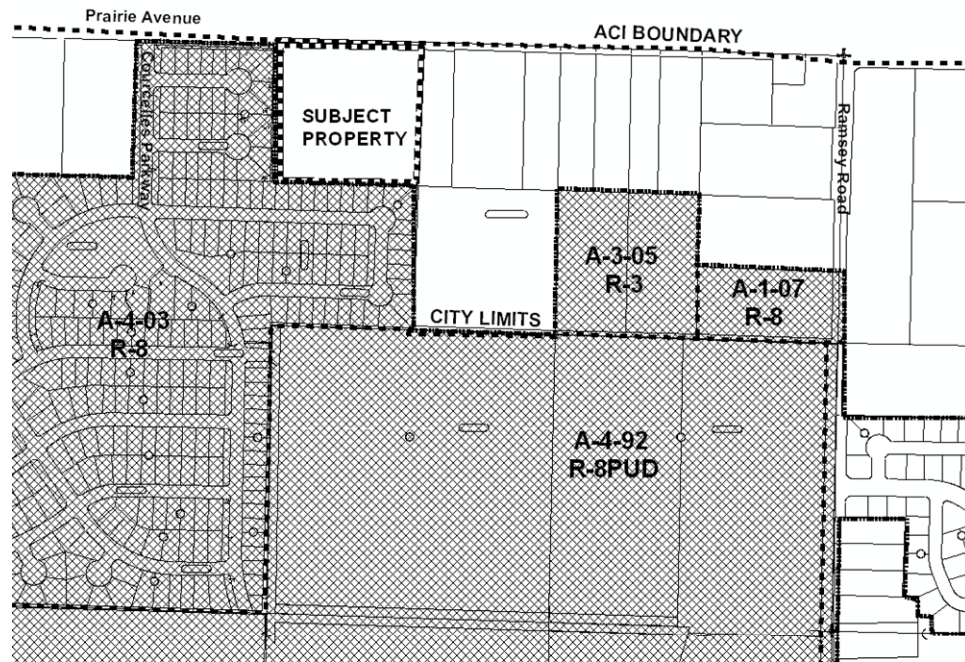


E. Generalized land use.

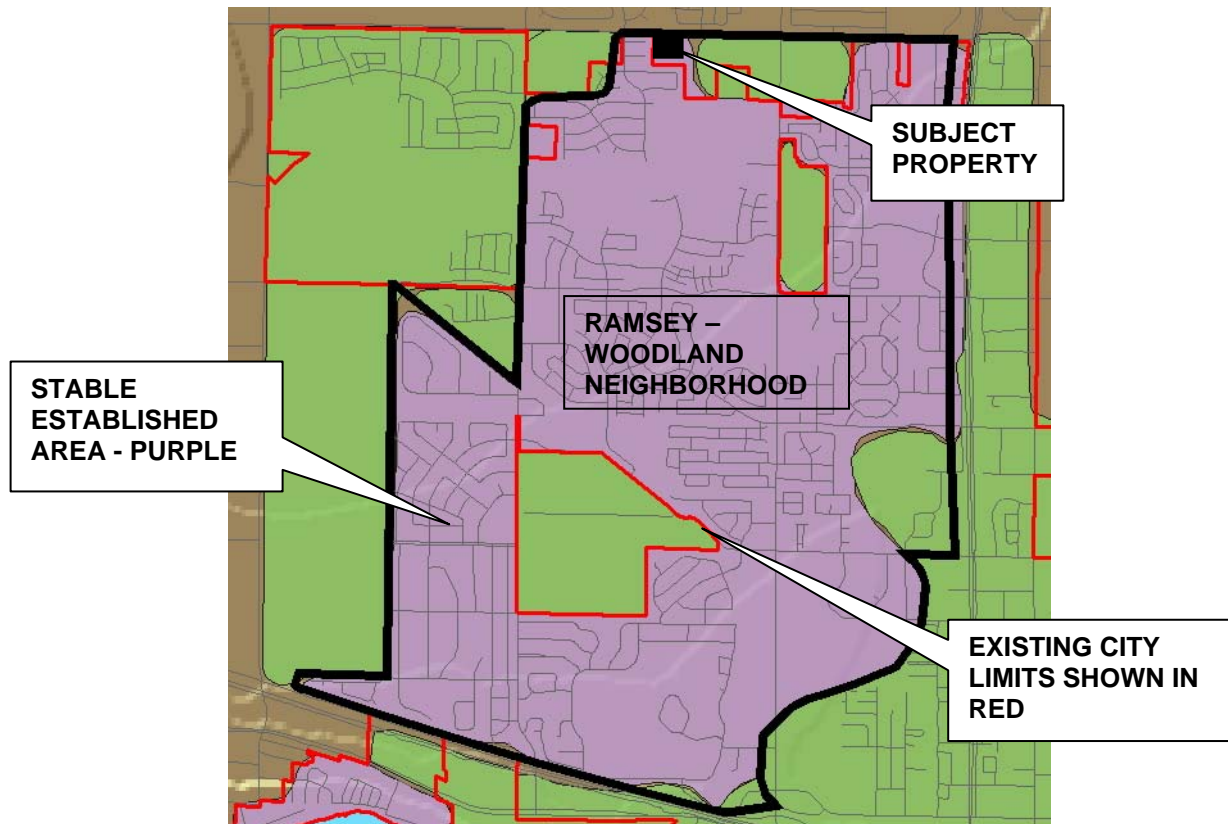




F. Annexations in surrounding area:



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



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

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

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

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

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

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

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

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

**PERFORMANCE ANALYSIS:**

A. Zoning:

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

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

**Permitted uses:**

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

**Uses allowed by special use permit:**

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

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

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

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

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

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

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

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

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

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

Ramsey – Woodland Area, as follows:

**Stable Established Areas:**

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

**Ramsey-Woodland Neighborhood:**

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

**The characteristics of Ramsey - Woodland neighborhoods will be:**

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

**Significant policies:**

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



recycling, and trash collection).

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

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

**SEWER:**

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

Comments submitted by Don Keil, Assistant Wastewater Superintendent

**WATER:**

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

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

**STORMWATER:**

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

**TRAFFIC:**

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

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

**STREETS:**

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

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

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

Submitted by Chris Bates, Engineering Project Manager

FIRE:

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

Submitted by Glenn Lauper, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is relatively flat with no physical constraints.

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

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

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

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

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

None.

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

Comprehensive Plan - Amended 1995.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

**ACTION ALTERNATIVES:**

Staff recommends the City Council take the following action:

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

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

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

F:pcstaffreportsA208]



ENGINEERING & SURVEYING

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**PRAIRIE AVENUE DEVELOPMENT, LLC. PROPERTY**  
**Request for Annexation – Support Statement**

**BACKGROUND**

The subject property adjoins Prairie Avenue and is located approximately 900 feet west of Ramsey Avenue. The 9.12-acre subject property contains one vacant single-family residence. The majority of the property is unimproved.

The subject property is bordered by an existing R-8 single-family residential subdivision (Sunshine Meadows) to the west and south; Prairie Avenue to the north; and an unincorporated residence to the east.

**PROPOSED ZONING**

The applicant is seeking a zoning designation of R-8 for the property. The applicant intends to develop the property as predominantly single-family residential with an independent area dedicated to an active retirement center / minimal care facility. The applicant will later seek zoning permission for the minimal care facilities via a special use permit.

**LAND USES**

The applicant has initially forecasted the following uses for the subject property.

Use	Building Units	Total Area (acres)
Assisted Living Facilities	No. and size of units to be determined	3.0 ±
Single-Family Residences	Max. Gross Density = 8 units/acre	6.1 ±

Building sizes/areas are anticipated to deviate as the applicant evaluates market conditions and potential end-users. In addition, as detailed engineering/architectural design efforts are advanced, specific attributes may deviate.

**RELATIONSHIP TO CITY OF COEUR D'ALENE COMPREHENSIVE PLAN**

The subject property is located within the Ramsey-Woodland area, as defined in the 2007-2027 Coeur d'Alene Comprehensive Plan. Specifically, the City of Coeur d'Alene has categorized the subject property as Stable Established, translated to mean that the character of neighborhoods in the general area is largely established and should be maintained.

The petitioner believes that a R-8 zoning designation request is appropriate based upon the existing zoning of the adjoining Sunshine Meadows subdivision, which is also zoned R-8. As previously discussed, the applicant intends to later seek zoning permission, via a special use permit, to develop a minimal care facility.

From an infrastructure standpoint, the applicant also believes that City of Coeur d'Alene's best interest has been considered. Domestic water supply will be supplied by Hayden Lakes Irrigation District. Sanitary sewer service can be obtained, without detriment to the City's Sewer Master Plan, by extending sanitary sewer through the Sunshine Meadows subdivision. This proposed sewer extension through Sunshine Meadows is a temporary connection point, and will be later abandoned when the adjoining portion of Coeur d'Alene Place is developed. Transportation infrastructure, within the vicinity of the subject property, is also adequate as Prairie Avenue has been constructed to its full-intended capacity.

3906 N. Schreiber Way • Coeur d'Alene, ID 83815  
P 208.667.4638 • F 208.664.3347  
[www.meckel.com](http://www.meckel.com)



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### **BENEFITS TO THE CITY OF COEUR D'ALENE**

The subject property is in the Area of City Impact (ACI) and contiguous with incorporated property. Annexing this infill property is a logical step in fulfilling the comprehensive plan.

The subject property provides for a special, unique opportunity for being an immediate positive benefit to the City of Coeur d'Alene. Ideally, the applicant believes that the subject property will cater to Americans 50+ years of age. The applicant envisions that a significant portion of the property will provide for smaller square footage residences, which could serve as transitional property for people who are active & self-sufficient, but, don't necessarily have the need for a large residence. There is also a special opportunity for single-family residents to further transition to the assisted living / minimal care facilities or reside in the residential areas while loved ones reside in one of the minimal care units.

The applicant believes that both land uses blend well with the surrounding areas. The proposed single-family residential portion abuts an existing R-8 zoned property (Sunshine Meadows). The proposed assisted living / minimal care facilities will adjoin Prairie Avenue, a 5-lane urban arterial roadway.

The proposed assisted living / minimal care facilities are considered as desirable as the regional & national demand for affordable care facilities is significant and expected to increase. Americans, age 55-64, will be this decade's fastest-growing age group, expanding nearly 50 percent from 2000 to 2010. As economists have predicted, the Baby Boomers (individuals born between 1946 and 1964) have created an unfilled void in assisted care facilities. Beginning in 2008, the oldest Baby Boomers will turn 62. Assisted living facilities are needed to provide for one of the United States fastest growing age groups. The applicant is aware of this regional need and is planning their development to potentially include minimal care facilities to assist with meeting this need.

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P 208.667.4638 • F 208.664.3347  
[www.meckel.com](http://www.meckel.com)

1. Applicant: Meckel Engineering and Surveying  
Location: 2212 W. Prairie Avenue  
Request: A proposed annexation from County Agricultural to City R-8  
(Residential at 8 units/ acre)  
QUASI-JUDICIAL (A-2-08)

Senior Planner Stamosos presented the staff report, gave the mailing tally as 1 in favor, 1 opposed, and 4 neutral and answered questions from the Commission.

Commissioner Rasor declared a conflict of interest and was excused from the hearing.

Commissioner Bowlby noted a letter submitted by KMPO (Kootenai Metropolitan Planning Organization) with concerns regarding access onto Prairie Avenue.

Senior Planner Stamosos explained that a decision tonight should be based on whether the zoning requested by the applicant is the appropriate zone for this parcel, and later when the applicant submits their preliminary plat for the project, other issues including access will be discussed.

Commissioner Bowlby inquired if the City has a master plan for traffic including Prairie Avenue.

Deputy City Attorney Wilson commented that if this project is approved, it is the applicant's responsibility to contact KMPO before the preliminary plat is submitted, and those issues will be discussed. He added that the City has worked with KMPO in the past regarding other projects on Prairie Avenue.

**Public Testimony open:**

Patty Lisonbee, 1425 Northwest Boulevard, Coeur d'Alene, commented that she has been working with the applicant and Meckel Engineering for a long time to come up with a plan for this parcel. She commented when they contacted the City, that staff was helpful and suggested different ideas for this project to happen.

Commissioner Messina inquired about what the plan for this project would be if this request is approved.

Ms. Lisonbee explained that this would be an adult housing project for people 55 and up.

Gerry Hoggatt, 3906 Schreiber Way, Coeur d'Alene, commented that staff did a great job presenting the project and did not have any other information to add.

Bill Haughton, 2160 W. Prairie Avenue, Coeur d'Alene, commented that he has lived in this area for 40 years and is concerned with additional traffic on Prairie Avenue.

**REBUTTAL:**

Ms. Lisonbee added that this development will provide 50 single-family homes leaving enough room so they do not look like they are stacked on top of each other.

**Public testimony closed.**

**DISCUSSION:**

Commissioner Bowlby commented that she is sympathetic to the concerns stated from previous testimony, but feels that R-8 zone is the appropriate zone for this parcel. She commented that

she also has concerns with access onto Prairie Avenue, but feels confident that these issues will be resolved once a preliminary plat is submitted.

**Motion by Bowlby, seconded by Evans, to approve Item A-2-08. Motion approved.**

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye

Motion to approve carried by a 3 to 0 vote.

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on May 13, 2008, and there being present a person requesting approval of ITEM A-2-08, a request for zoning prior to annexation from County Agriculture to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 9.4 acre parcel at 2212 West Prairie Avenue

APPLICANT: Meckel Engineering and Surveying

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

- B1. That the existing land uses are residential – single-family and mobile homes, church, agriculture and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Agriculture.
- B4. That the notice of public hearing was published on April 26, 2008, and May 6, 2008, 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 97 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on April 25, 2008, and 7 responses were received: 1 in favor, 2 opposed, and 4 neutral.
- B7. That public testimony was heard on May 13, 2008. The applicant's representative who described the request and Bill Haughton who lives on the adjoining property to the east was opposed.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Stable established - 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.

The area is changing and the R-8 zoning would be compatible with the character of the stable established neighborhoods in this area as well as encouraging jobs that are near services.

Objective 1.12 - Community Design: Support the enhancement of existing urbanized areas and discourage sprawl.

The proposed R-8 zoning would be compatible with the Sunshine Meadows subdivision to the west.



Objective 3.02 - Managed Growth - Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

The proposed R-8 density is compatible with densities in subdivisions on the north side of Prairie Avenue, in the City of Hayden, and in subdivisions to the west and south of the subject property.

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).

Services are available to the subject property including water, sewer and other services.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on the availability of water, sewer and other services.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography is flat and it is located adjacent to Prairie Avenue.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because it is adjacent to Prairie Avenue a major arterial and the zoning density is similar to the zoning in other subdivisions in the surrounding area.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of MECKEL ENGINEERING AND SURVEYING for zoning prior to annexation, as described in the application should be approved.

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

**ROLL CALL:**

Commissioner Bowlby	Voted Aye
Commissioner Evans	Voted Aye
Commissioner Messina	Voted Aye

Commissioner Luttrupp was absent.

Commissioner Rasor declared a conflict of interest.

Motion to approve carried by a 3 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 and there being present a person requesting approval of ITEM A-2-08, a request for zoning prior to annexation from County Agriculture to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 9.4 acre parcel at 2212 West Prairie Avenue

APPLICANT: Meckel Engineering and Surveying

**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 and mobile homes, church, agriculture and vacant land.
  
- B2. That the Comprehensive Plan Map designation is Stable Established.
  
- B3. That the zoning is County Agriculture.
  
- B4. That the notice of public hearing was published on May 31, 2008, and June 10, 2008, 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 97 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 30, 2008, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
  
- B7. That public testimony was heard on June 17, 2008.
  
- 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 **MECKEL ENGINEERING AND SURVEYING** for zoning prior 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.

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MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 4/30/08	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/08
<u>General-Designated</u>	\$677,951	\$331	\$61,898	\$616,384
<u>General-Undesignated</u>	3,876,650	3,529,300	5,259,355	2,146,595
<u>Special Revenue:</u>				
Library	54,489	29,858	92,861	(8,514)
Cemetery	25,116	25,102	28,982	21,236
Parks Capital Improvements	596,266	19,774	50,796	565,244
Impact Fees	3,608,179	87,457		3,695,636
Annexation Fees	308,257	95,216		403,473
Insurance	2,123,880	7,651	230,255	1,901,276
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	943,802	27,380		971,182
LID Guarantee	272,815	634	8,127	265,322
LID 124 Northshire/Queen Anne/Indian Meadows	19,165			19,165
LID 127 Fairway / Howard Francis	25,570	640		26,210
LID 129 Septic Tank Abatement	244,184		48,796	195,388
LID 130 Lakeside / Ramsey / Industrial Park	162,347	4,856	102,532	64,671
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	33,813	8,127	41,940	-
LID 143 Lunceford / Neider	15,541	12,265		27,806
LID 145 Government Way	42,861	5,573		48,434
LID 146 Northwest Boulevard	163,771	6,296		170,067
LID 148 Fruitland Lane Sewer Cap Fees	15,579	1,970		17,549
<u>Capital Projects:</u>				
Street Projects	437,889	1,016	27	438,878
2006 GO Bond Capital Projects	(320,856)	846,262	334,646	190,760
<u>Enterprise:</u>				
Street Lights	170,155	38,388	33,473	175,070
Water	260,391	190,689	811,738	(360,658)
Water Capitalization Fees	1,948,156	73,997		2,022,153
Wastewater	13,174,774	2,800,208	890,875	15,084,107
Wastewater-Reserved	1,964,593	27,500	545,408	1,446,685
WWTP Capitalization Fees	4,343,806	289,088	1,802,933	2,829,961
WW Property Mgmt	60,668			60,668
Sanitation	324,048	239,747	458,679	105,116
Public Parking	595,492	11,799	4,115	603,176
Stormwater Mgmt	521,496	104,546	68,839	557,203
Water Debt Service	98	313,000	312,625	473
Wastewater Debt Service	39	537,000	536,554	485
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	196,210	163,629	196,081	163,758
LID Advance Payments	419			419
Police Retirement	1,356,952	23,220	49,035	1,331,137
Cemetery P/C	2,104,589	27,525	43,253	2,088,861
Sales Tax	1,080	1,515	1,080	1,515
Fort Sherman Playground	4,998	42		5,040
Jewett House	20,006	46	1,534	18,518
KCATT	3,342	8		3,350
Reforestation	(81)	365	239	45
Street Trees	226,707	7,126	20,184	213,649
Community Canopy	940	3		943
CdA Arts Commission	709	2,402	479	2,632
Public Art Fund	70,819	164		70,983
Public Art Fund - LCDC	109,073	253		109,326
Public Art Fund - Maintenance	105,919	10,284	12,984	103,219
KMPO - Kootenai Metro Planning Org	56,269	14,997	26,511	44,755
BID	104,445	3,726		108,171
Homeless Trust Fund	309	356	309	356
<b>GRAND TOTAL</b>	<b>\$41,053,691</b>	<b>\$9,591,331</b>	<b>\$12,077,143</b>	<b>\$38,567,879</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 EIGHT MONTHS ENDED  
 31-May-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2008	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$177,165	\$111,443	63%
	Services/Supplies	19,184	11,683	61%
Administration	Personnel Services	471,791	305,824	65%
	Services/Supplies	315,561	17,666	6%
Finance	Personnel Services	597,890	393,869	66%
	Services/Supplies	173,480	125,714	72%
Municipal Services	Personnel Services	744,968	455,473	61%
	Services/Supplies	520,023	335,687	65%
	Capital Outlay	14,000	13,643	97%
Human Resources	Personnel Services	196,632	130,565	66%
	Services/Supplies	48,000	20,427	43%
Legal	Personnel Services	1,122,598	729,390	65%
	Services/Supplies	88,921	57,107	64%
	Capital Outlay			
Planning	Personnel Services	471,106	299,401	64%
	Services/Supplies	75,300	21,628	29%
Building Maintenance	Personnel Services	296,516	141,261	48%
	Services/Supplies	227,120	143,127	63%
	Capital Outlay	18,000	12,835	71%
Police	Personnel Services	7,682,206	5,159,286	67%
	Services/Supplies	902,434	379,424	42%
	Capital Outlay	147,612	121,679	82%
Fire	Personnel Services	5,479,301	3,691,380	67%
	Services/Supplies	400,633	299,276	75%
	Capital Outlay			
General Government	Personnel Services	38,400	4,693	12%
	Services/Supplies	1,610,940	1,367,516	85%
Byrne Grant (Federal)	Services/Supplies	136,392	31,201	23%
COPS Grant	Services/Supplies	58,061	35,640	61%
CdA Drug Task Force	Services/Supplies	149,340	126,568	85%
	Capital Outlay			
Streets	Personnel Services	1,745,130	1,130,596	65%
	Services/Supplies	567,600	368,944	65%
	Capital Outlay	122,000	55,048	45%
Engineering Services	Personnel Services	523,072	269,901	52%
	Services/Supplies	936,916	103,070	11%
	Capital Outlay			

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
EIGHT MONTHS ENDED  
31-May-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2008	PERCENT EXPENDED
Parks	Personnel Services	1,137,525	634,195	56%
	Services/Supplies	373,291	165,386	44%
	Capital Outlay	132,500	76,272	58%
Recreation	Personnel Services	557,957	317,561	57%
	Services/Supplies	151,127	57,313	38%
	Capital Outlay	114,433	49,317	43%
Building Inspection	Personnel Services	783,216	517,900	66%
	Services/Supplies	51,105	31,202	61%
Total General Fund		<u>29,379,446</u>	<u>18,320,111</u>	<u>62%</u>
Library	Personnel Services	839,559	546,103	65%
	Services/Supplies	170,553	101,238	59%
	Capital Outlay	75,000	54,113	72%
Cemetery	Personnel Services	167,483	101,584	61%
	Services/Supplies	111,255	60,933	55%
	Capital Outlay	15,000	11,028	74%
Impact Fees	Services/Supplies	585,000		
Annexation Fees	Services/Supplies	230,000	230,000	100%
Parks Capital Improvements	Capital Outlay	737,500	128,509	17%
Insurance	Services/Supplies	350,500	311,339	89%
Total Special Revenue		<u>3,281,850</u>	<u>1,544,847</u>	<u>47%</u>
Debt Service Fund		<u>2,372,479</u>	<u>1,481,052</u>	<u>62%</u>
Ramsey Road	Capital Outlay			
Govt Way	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay			
4th St - Anton to Timber	Capital Outlay		476	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	250,000		
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay			
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay	300,000	325,409	
Fire Dept GO Bond Expenditure	Capital Outlay	2,940,015	1,275,212	
Total Capital Projects Funds		<u>3,490,015</u>	<u>1,601,097</u>	<u>46%</u>



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
EIGHT MONTHS ENDED  
31-May-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2008	PERCENT EXPENDED
Street Lights	Services/Supplies	560,203	282,122	50%
Water	Personnel Services	1,379,833	838,141	61%
	Services/Supplies	2,941,071	935,865	32%
	Capital Outlay	1,660,000	863,171	52%
	Debt Service	320,000	321,200	100%
Water Capitalization Fees	Services/Supplies	960,000		
Wastewater	Personnel Services	1,887,548	1,148,306	61%
	Services/Supplies	3,740,921	925,599	25%
	Capital Outlay	7,443,386	1,244,901	17%
	Debt Service	1,498,881	602,096	40%
WW Capitalization	Services/Supplies	2,482,683		
Sanitation	Services/Supplies	3,025,984	1,985,071	66%
Public Parking	Services/Supplies	240,982	126,340	52%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	377,365	225,314	60%
	Services/Supplies	634,804	212,700	34%
	Capital Outlay	492,000	14,690	3%
Total Enterprise Funds		<u>29,645,661</u>	<u>9,725,516</u>	<u>33%</u>
Kootenai County Solid Waste		2,000,000	1,284,336	64%
Police Retirement		249,170	157,757	63%
Cemetery Perpetual Care		101,500	67,278	66%
Jewett House		35,338	10,501	30%
Reforestation		54,000	6,925	13%
Street Trees			20,778	
Community Canopy			375	
CdA Arts Commission		5,700	1,883	33%
Public Art Fund		25,000	9,700	39%
Public Art Fund - LCDC		61,000	1,729	3%
Public Art Fund - Maintenance		4,000	3,277	82%
Fort Sherman Playground		2,000		
KMPO		480,000	133,599	28%
Business Improvement District		126,000	85,000	67%
Homeless Trust Fund		4,000	2,222	56%
Total Trust & Agency		<u>3,147,708</u>	<u>1,785,360</u>	<u>57%</u>
TOTALS:		<u><u>\$71,317,159</u></u>	<u><u>\$34,457,983</u></u>	<u><u>48%</u></u>