



# Coeur d'Alene

## CITY COUNCIL MEETING

*September 20, 2011*

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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**

**SEPTEMBER 6, 2011**

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

Sandi Bloem, Mayor

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

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

**INVOCATION:** Invocation was led by Pastor Dave Roberts.

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

**AMENDMENT TO AGENDA:** Motion by Edinger to add to the agenda of September 20<sup>th</sup> a public vote for McEuen Project. Motion died for a lack of second.

**PUBLIC COMMENTS:**

**BICYCLISTS :** Roy Wargi, 2022 E. Coeur d'Alene Ave., asked about the City's headway on bicycle control. Mayor Bloem noted that the City has a Pedestrian/Bicycle Committee that has been sending out informational announcements and the schools are also educating students. Mr. Wargi commented that at 21<sup>st</sup> and Sherman there are two motor homes which have not moved in months. Mayor Bloem will contact Code Enforcement on this issue. Councilman Bruning noted that the Ped./Bike Committee meets once a month and this month it is on Wednesday, Sept. 14<sup>th</sup> at 5:30 p.m. and invited Mr. Wargi to attend.

**UTILITY BILLS:** Dan Gookin, 714 W. Empire Avenue, commented on the city's utility billing system and that the City should consider sending out their bills electronically.

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

1. Approval of minutes for August 16, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for

Monday, September 12<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 11-031: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A STATE AND LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE CONSTRUCTION OF GOVERNMENT WAY FROM DALTON AVENUE TO HANLEY AVENUE.
4. RESOLUTION 11-032: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING THE POLICY FOR PROCESSING REQUESTS TO CONSIDER ANNEXATION SET FORTH IN RESOLUTION NO. 07-078.
5. Award of Bid for purchase of Water Department Standby Power Source.

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

**COUNCIL COMMENTS:**

COUNCILMAN HASSELL: Councilman Hassell announced that he will be out of town next week attending a Public Works Conference so Councilman McEvers will chair the Public Works Committee.

COUNCILMAN GOODLANDER: Councilman Goodlander announced that with the completion of the most recent upgrades to the Wastewater Treatment Plant staff will be hosting an Open House on September 8<sup>th</sup> from 1:30 to 4:00 p.m.

COUNCILMAN EDINGER: Councilman Edinger announced that this Friday night September 9<sup>th</sup> from 4-7 p.m. at the Blackwell House the Carousel proposal will be on display. Rita Sims-Snyder commented that the Committee will have six horses and six panels on display along with serving traditional carousel food and music.

COUNCILMAN KENNEDY: Councilman Kennedy introduced the Boy Scouts who are in tonight's audience and who are working on their citizenship badge.

COUNCILMAN BRUNING : Councilman Bruning noted that he would like the Mayor to consider forming an Ad Hoc Committee, between 7 and 9 people, to fight the determination by the Army of Corp of Engineers regarding the issues relating to the Dike Road. He believes now is the time for the City to draw a line in the sand and say no to the Corp of Engineers. He noted that he believes that the City will prevail as we have science on our side. Motion by Bruning, seconded by Edinger to add this item to the September 20<sup>th</sup> Agenda. Motion carried.

COUNCILMAN EDINGER: Councilman Edinger noted that the City had received a letter from Roger Smith asking the City to keep the citizens informed of the process regarding the Dike Road and recommended that the Press do a weekly article on this issue. Councilman Bruning also recommended that the City post information on their web site and also do an e-mail group mailing.

**MAYOR BLOEM:** Mayor Bloem commented on the new round-about in the Education Corridor and how it gives a preview of what this site will look like in the future. In the meantime, she thanked citizens for their patience during this construction phase.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that this is our first year under the new election laws whereby the County conducts elections and the county has decided that they will NOT provide satellite in-person absentee voting sites as has been done in the past. Therefore, there will not be any absentee voting available at City Hall this election. Any in-person absentee voting must be done at the County elections office on Third Street. Citizens always have the option of requesting a mailed ballot from the County. Cd'A Fire was among the first responders to the recent tragic accident in which a family of four slipped off the embankment of Fernan Road as the driver tried to back up and pull away from the shoulder. As Deputy Chief Greif stated to the crews involved, "You all responded to a terrible accident and reacted exactly how I would have expected. You 'risked a lot' to 'save a lot' and that is the business that we are in .... thank you!" We applaud CdA Fire's exceptional service and we thank them for once again answering the call and putting themselves in harm's way to serve others. The 15<sup>th</sup> Street Reconstruction project is estimated to be completed by October 21<sup>st</sup>. Also, installation of the signal at 15<sup>th</sup> & Margaret hinges on the delivery of the equipment from NW Signal. For more information, please call Project Manager Chris Bates at 769-2228. Re-Tool Box, computer literacy help sessions, return in this month. To reserve a spot contact the foundation at 769-2380. On Sunday, September 11<sup>th</sup>, at 1:00 p.m., there will be a tribute to all who perished on 9-11. Speakers include Police Chief Longo, Fire Chief Gabriel, and Brigadier General Shawver. The ceremony is hosted by the Coeur d'Alene police and fire departments and military services. At 2:00 p.m., there will be an Emergency and Armed Services Open House from 2 – 5:00 PM hosted by Panhandle Kiwanis. Volunteer opportunities currently available are on the: Arts Commission, Parking Commission, Planning Commission, Natural Open Space Committee, Noise Abatement Board, and Pedestrian & Bicycle Advisory Committee. For more information regarding volunteer opportunities please visit our website at [www.cdaid.org](http://www.cdaid.org) and click on Volunteer Opportunities on the left menu, or contact Amy Ferguson, Executive Assistant, Municipal Services Department, (208) 666-5754.

**CHERRY HILL OFF-LEASH DOG PARK PROPOSAL:** Motion by Kennedy, seconded by Bruning to approve the installation of an off-leash dog park at Cherry Hill Park with support from the Kootenai County Dog Park Association. Motion carried.

COUNCIL BILL NO. 11-1018  
ORDINANCE NO. 3420

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, GRANTING A NON-EXCLUSIVE FRANCHISE TO FATBEAM, LLC ("FB") TO CONSTRUCT, OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM, WITH ALL NECESSARY

FACILITIES, WITHIN THE CITY OF COEUR D'ALENE, IDAHO "(THE "CITY"); SETTING FORTH PROVISIONS, TERMS AND CONDITIONS ACCOMPANYING THE GRANT OF THIS FRANCHISE; PROVIDING FOR CITY REGULATION OF CONSTRUCTION, OPERATION AND MAINTENANCE AND USE OF THE TELECOMMUNICATION SYSTEMS; PRESCRIBING PENALTIES FOR THE VIOLATIONS OF ITS PROVISIONS; AND SETTING AN EFFECTIVE DATE

Motion by Bruning, seconded by Edinger to pass the first reading of Council Bill No. 11-1018.

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

Motion by Edinger, seconded by Bruning to suspend the rules and to adopt Council Bill No. 11-1018 by its having had one reading by title only.

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

**PUBLIC HEARING – V-11-5 – VACATION OF UTILITY EASEMENT IN FAIRWAY FOREST, 3<sup>RD</sup>:** Mayor Bloem read the rules of order for this public hearing. Gordon Dobler, City Engineer, gave the staff report.

Mr. Dobler gave the applicant's name as Richard McDonald and the location of the vacation request as a twenty foot (20') utility easement that extends along the length of his westerly lot line, which is the common lot line of Lots 6 & 7, Block 2, Fairway Forest 3<sup>rd</sup> Addition.

Mr. Dobler reported that of the 139 lots in the noted addition, only Lots 6 & 7 have this utility easement. Also, this easement terminates at the southerly boundary and does not extend into the developments south, therefore, negating any real purpose for the easement. Neither the City nor the private utility companies have any facilities located in the easement, nor is there any intention of installing any. He reported that there were 31 notices of tonight's public hearing sent out with 6 responses being received - 5 in favor, 1 neutral.

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

**MOTION:** Motion by Goodlander, seconded by McEvers to approve vacating the utility easement located in Lots 6 & 7, Block 2 of the Fairway Forest 3<sup>rd</sup> Addition.

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

**PUBLIC HEARING – 2011-2012 ANNUAL APPROPRIATIONS:** Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen noted that the Council has set the preliminary Budget at \$77,972,509. He presented an overview of the proposed budget including: Capital expenditures for citywide automation, police patrol vehicles, Streets Maintenance front-end loaders, Parks sign machine and office space for the Legal Department. The plan also includes facility energy upgrades which should result in savings in utility costs, library e-books, Self-insurance Fund Balance, construction of a well in the Northwest quadrant of the city, Wastewater Ammonia Control Improvements, and Stormwater levee maintenance. He listed such revenue items as foregone balance which is at \$2.2 million as a result of the City not taking its full 3% over the years; new growth is at \$344,913; and a Fund Balance of \$3,500,000 which is 11.8% of the total city budget. He reported that Property Tax dollars totaling \$18,036,843 will go towards the General Fund at \$15,555,673, Library at \$1,189,170; Retirement Fund at \$152,000 and GO Bond Debt of \$1,140,000. He presented the General Fund budget including the revenues obtained from sources other than property taxes. He reviewed Personnel budget which is down 10 FTE's from 2008. He noted that wages and benefits include merit increases at \$280,000; a 3% COLA at \$452,734, Dental Insurance at \$36,866 and Unemployment at \$46,000. The Financial Plan also includes revenue from new growth of \$345,270; Annexation Fees at \$133,000; School Resource Officers at \$90,297 and a decrease in Overlay of \$250,000, and no increase for health insurance. He commented that the City has not incurred any new debt. Special Funds include Parks Capital Improvements which include: Cherry Hill at \$240,000; McEuen \$225,000; Fernan Property payment at \$62,500; and Eagles Property payment at \$52,000.

Councilman Edinger asked where the \$225,000 is coming from for the McEuen project. Mr. Tymesen responded that that is coming from the Parks Capital Improvement Fund which is revenues received from parking fees, boat launch fees and parks use fees. Councilman Kennedy clarified Councilman Edinger's comments regarding this funding source is from fees and can be considered public money but the funding of McEuen Park is not from property taxes. In regard to other Capital Project they include McEuen at \$2,677,000; Government Way (Dalton to Hanley) at \$2,700,000; Government Way (Hanley to Prairie) at \$418,000 and River/NW Blvd. at \$1,750,000 - all of which are not being funded from property tax dollars but other sources such as state funding, grants and LCDC.

He reported on the Levy Rate which is based on property value. In 2010, the City's assessed value was \$3,075,554,135 and in 2011 it was at \$2,875,186,256. New growth is at \$63,639,468. Current levy rate at \$5.76/\$1,000 and is projected at \$6.27/\$1,000 for this coming fiscal year.

In summary this budget includes 0% increase in property taxes, minimal capital acquisitions, and contract personnel agreements.

Councilman Edinger commented that the City is close to working a deal with the Eagles. He asked when this item is going to come before the City Council. Mr. Tymesen responded that he is not sure of the exact date but it will come before the Council. Councilman Edinger asked about the merit increases to personnel. Mr. Tymesen responded that merit increases are based on a Wage and Compensation Plan which includes pay grades and wage ranges for each position with a minimum and maximum for each pay grade. Merit increases are based on performance and longevity until an employee reaches the maximum in their pay grade. COLA is an adjustment to the Wage and Compensation Plan which adjusts according to the cost of living.

The City did not do a COLA last year. Councilman Edinger commented on Mr. Robert Cliff's letter to the Editor in the Press. City Administrator responded that the City has shared with the Cd'A Press prior to the recent editorial that merit increases have been given which was provided through copies of the employee contracts and in Council meeting minutes indicating that comments were made regarding both Merit Increases and COLA's as well as an e-mail from Reporter Tom Hasslinger who commented he understood that there were both merit and COLA increases. Councilman McEvers questioned how property taxes could go up if the City does not take the 3% budget increase as allowed. Mr. Tymesen noted that due to decreasing valuations of assessed property, if a property's value has not decreased they may see an increase in their taxes due to the levy rate. Councilman Goodlander asked about the cost for software. City Clerk Weathers explained that this is an upgrade to the basic Microsoft programs that operate computers and that the City is currently using on an older version that will no longer be supported by Microsoft, thus the cost for upgrading the basic computer software operating program packages.

PUBLIC COMMENTS: Robert Cliff, 1301 E. Lakeshore Drive, spoke in opposition to merit increases and the COLA for city employees. Susan Snedaker, 821 Hastings, questioned the need to purchase a dump truck for the Water Department, questioned the need for a Legal Department consolidation into a city owned building instead of leasing, questioned the need to collect funds for public art and funding for public art maintenance, and can't understand why the city does not enter into a MOU to purchase Person's Field from the school district.

COUNCIL BILL NO. 11-1021  
ORDINANCE NO. 3421

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011" APPROPRIATING THE SUM OF \$77,972,509 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF

Motion by Hassell, seconded by Goodlander to pass the first reading of Council Bill No.11-1021.

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

Motion by Goodlander, seconded by Hassell to suspend the rules and to adopt Council Bill No.11-1021 by its having had one reading by title only.

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



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

The meeting adjourned at 8:05 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk

RESOLUTION NO. 11-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH FATBEAM, LLC FOR FIBER CONNECTION BETWEEN CITY HALL AND FIRE STATION 3; APPROVING A SERVICE AGREEMENT WITH KOOTENAI MEDICAL CENTER FOR USE OF MCGRANE POOL FOR SWIMMING LESSONS; APPROVING EMPLOYEE BENEFIT PLAN CHANGES AND RENEWAL RATES; APPROVING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR USE OF LIBRARY AS JOINT INFORMATION CENTER FACILITY; APPROVING CHANGE ORDER NO. 2 WITH PLANNED AND ENGINEERED CONSTRUCTION, INC. FOR THE 2011 CIPP SEWER REHABILITATION PROJECT; AND APPROVING CHANGE ORDER NO. 2 WITH S & L UNDERGROUND, INC. FOR THE 2011 OPEN TRENCH SEWER LINE REPLACEMENT PROJECT.

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) Approving a Lease Agreement with Fatbeam, LLC for fiber connection between City Hall and Fire Station 3;
- 2) Approving a Service Agreement with Kootenai Medical Center for use of McGrane Pool for swimming lessons;
- 3) Approving Employee Benefit Plan changes and Renewal Rates;
- 4) Approving a Memorandum of Understanding with Kootenai County for use of Library as Joint Information Center Facility;
- 5) Approving Change Order No. 2 with Planned and Engineered Construction, Inc. for the 2011 CIPP Sewer Rehabilitation Project;
- 6) Approving Change Order No. 2 with S & L Underground, Inc. for the 2011 Open Trench Sewer Line Replacement Project;

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 20<sup>th</sup> day of September, 2011.

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

ATTEST

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

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

ROLL CALL:

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

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

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

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

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

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

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

## GENERAL SERVICES COMMITTEE

**Date:** August 8, 2011

**From:** Kirk Johnson, I.T. Network Admin

**RE:** Approve contract for Dark Fiber with Fatbeam

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**Decision point:**

Would the General Services Committee recommend approval of a contract with Fatbeam, LLC, a Washington Corporation headquartered in Post Falls Idaho, to provide dark (unlit) fiber from City Hall to Fire Station 3. The dark fiber connection would be used to provide phone and data services to Fire Station 3.

**History:**

Fire Station 3 has been connected via other providers fiber services in the past. Fatbeam is offering the service at the lowest monthly cost on a 5 year term. The current dark fiber provider, Zayo, has become non responsive in requests for quotes to renew our existing lease, and other attempts to negotiate leases with Zayo have increased MRC by \$250 on a five year term.

**Financial Analysis:**

Cost to install the dark fiber has been waived (estimated ~\$30,000 by Fatbeam); the only cost to the City would be a monthly service charge at a fixed rate of \$500 per month for the duration of 5 years.

**Performance Analysis:**

The bandwidth provided by dark fiber is needed to maintain an acceptable level of service for the users at Fire Station 3.

**Quality of Life Analysis:**

Dark fiber between our buildings allows for better communications and more reliable service between our offices.

**Decision point/recommendation:**

Staff recommends approval of the proposed contract with Fatbeam LLC to provide a dark fiber link between our networks.

# Fiber Optic Cable Installation and Lease Agreement

## *60--Month Initial Term*

This fiber optic cable lease agreement ("the Agreement") is made and entered into this 20th day of September, 2011 (the "Effective Date"), with a start date of December 1st between **Fatbeam, LLC, Inc.**, with its principal offices located at 971 S Clearwater Loop Post Falls, Idaho, 83854 (hereinafter known as "Fatbeam") and **the City of Coeur d'Alene**, with its principal offices located at 710 E Mullan Ave CDA ID 83814 (hereinafter called "Customer") and collectively called "Parties."

### RECITALS

**WHEREAS**, Customer wishes to lease dark fiber from Fatbeam; and

**WHEREAS**, Fatbeam is willing to install and provide dark fiber optic communications technology to Customer;

**NOW, THEREFORE**, in consideration of the mutual covenants in this Contract and other just and adequate considerations, the Parties, their successors, and assigns do hereby agree as follows:

### Article 1

#### SCOPE OF AGREEMENT

1.1 This Contract is for the installation of the Dark Fiber service to the facilities identified herein, and for the Lease of such Dark Fiber for the Term.

1.2 Fatbeam agrees to install and Lease to Customer, and Customer agrees to Lease from Fatbeam, two (2) strands of single-mode fiber optic cable together with appurtenant hardware and telecommunications equipment (collectively, the "Dark Fiber") to provide fiber optic connectivity to and between the following locations: **City of CDA vault (5<sup>th</sup> and CDA street) to Fire Station #3 (1500 N 15<sup>th</sup> Street) in Coeur d'Alene ID** (individually a "facility" and collectively, the "facilities").

### Article 2

#### INSTALLATION, MAINTENANCE AND ACCEPTANCE

2.1 **Demarcation Points.** As used in this Agreement, "Demarcation Points" shall be defined as the connection points between the Fatbeam-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment ("Demarcation Points"), generally a fiber distribution panel located within a secure communications equipment room within the facility. The specific location of the Demarcation Points within the facility identified in Section 1.1 above shall be mutually agreed upon by the Parties prior to construction.

2.2 **Installation and Fee.** Except for such specialized construction as defined in Section 2.4 below, Fatbeam shall provide all labor, materials and equipment required to install the Dark Fiber between the Demarcation Points described in Section 2.1. Installation shall be performed on a mutually agreed-upon schedule. This installation will include a fiber optic patch panel at the Customer facility. For the installation services described herein, the Customer shall pay a one-time installation fee of Zero (\$ 0) not including applicable taxes to Fatbeam (the "Installation Cost"). In the event Fatbeam encounters any Unforeseen Conditions, Fatbeam shall notify Customer of such Unforeseen Conditions, and provide to Customer a revised Installation Cost (the "Revised Installation Cost"). Fatbeam will not begin work on any Unforeseen Conditions and the resulting Revised Installation Cost without prior approval from the Customer.

2.3 **Payment for Installation.** Customer agrees to pay the Installation Cost described in 2.2 based on the following schedule:

One-hundred percent (100%) of the Installation Cost will be due and payable upon completion of the installation

2.4 **Customer Responsibilities.** Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, fiber optic cable, and other peripheral equipment required by Customer to interconnect with the Dark Fiber and with other fiber and/or copper telecommunications cable located on Customer's side of the Demarcation Points at the Customer facility. In addition, the Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required on the Customer's property including, but not limited to, the installation of new conduit or core drilling. The Customer shall also be solely responsible for obtaining all rights-of-way from Customer's property line to the Demarcation Point.

2.5 **Maintenance of Service.** As part of the services provided under this Agreement, Fatbeam shall provide all maintenance services on Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment not located on Customer's property, as well as routine scheduled maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment located on Customer's property on Fatbeam's side of the Demarcation Points, at no cost to Customer. It should be noted that Dark Fiber is an un-monitored service. In the case of a fiber cut, or any event-requiring repair Fatbeam shall respond within 4 hours of the initial notification of the service outage. Furthermore as an un-monitored service Fatbeam wishes to work with the Customer once the fiber is lit and request certain access to alarms such that Fatbeam's Network Operations Center be notified and properly record such events. All other maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment (i.e., repairs required due to cable cuts, fires, or other acts of third parties or Force Majeure events) located on Customer's property on Fatbeam's side of the Demarcation Points shall be provided by Fatbeam to Customer at the rates set forth in Section 5.4 below. In the event Fatbeam is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Fatbeam's services, Fatbeam reserves the right to charge the Customer for said maintenance services at the rates set forth in Section 5.4 below.

### **Article 3 LEASE**

3.1 Fatbeam agrees to exclusively Lease to Customer, and Customer agrees to exclusively Lease from Fatbeam, the Dark Fiber between the Demarcation Points identified in Sections 1.1 and 2.1, for the Initial Term specified below and for any extensions thereof (collectively, the "Term") and in accordance with the other terms and conditions stated in this Agreement.

### **Article 4 LEASE TERM**

4.1 The initial non-cancelable term of this Lease shall commence upon completion of the installation, and shall remain in effect until 60 months (the "Initial Term"). Thereafter, this Lease shall automatically be extended for a single, additional one hundred twenty (60) month extension (the "Renewal Term"), unless Customer gives Fatbeam written notice of Customer's election to terminate the Lease at the end of the Initial Term, which notice must be delivered to Fatbeam not less than ninety (90) days prior to the expiration of the Initial Term. If both parties wish to continue the lease of the Dark Fiber following the expiration of the Renewal Term, Customer agrees to notify Fatbeam of its desire to continue to lease the Dark Fiber, and the Parties agree to thereafter conduct good faith negotiations to develop a new Lease Agreement to replace this Agreement. During any negotiations between the Parties, the Lease Payment shall remain unchanged; provided,

however, in the event such a new Lease Agreement is not agreed to and signed within fifteen days before the expiration of the Term, Customer's lease of the Dark Fiber shall end upon the expiration of the Term.

**Article 5**  
**LEASE PAYMENT AND OTHER CHARGES**

5.1 In consideration for the Dark Fiber to be provided by Fatbeam pursuant to this Agreement, Customer agrees to make monthly lease payments ("Lease Payments") to Fatbeam. It is agreed that Customer's obligation to pay Lease Payments shall begin on the first day of the month following the installation and continue until the end of the Term. Customer understands that the Initial Term of this Lease is non-cancelable, and, therefore, Customer's obligations for Lease Payments continue through the entire Initial Term, regardless of Customer's actual usage of the Dark Fiber. The amount of each Lease Payment shall be in accordance with the schedule set forth in Section 5.2 below.

5.2 The Lease Payment obligation, due on the first day of each month, shall be five hundred Dollars (\$ 500.00), excluding applicable sales and use tax, for the one hundred twenty (60) month Initial Term and, if extended beyond the Initial Term in accordance with Section 4.1, for the Renewal Term.

5.3 Lease Payments, and any other payments shall be mailed or delivered to the following billing address:

Mailing Address (for payment purposes only):

Fatbeam, LLC  
971 S Clearwater Loop #4000  
Post Falls, ID 83854

5.4 **Maintenance Charges.** Charges for maintenance work performed by Fatbeam personnel during the Term that is billable to Customer under Section 2.5, shall be billed to Customer at the following per person rates:

	<u>Normal Business Hours</u> <u>(8 am to 5 pm M-F PST)</u>	<u>Non-Business Hours</u>
Minimum call out charge (1 <sup>st</sup> hour, each mobilization)	\$150.00_/hr	\$ 250.00 /hr
Additional hours	\$ 75.00 /hr	\$ 150.00 /hr

In addition, Fatbeam will charge, and Customer agrees to pay, for all of Fatbeam's out of pocket costs for any subcontractor support and material required for any maintenance work that is billable to Customer under Section 2.5. Prior to commencing billable maintenance work, Fatbeam will make a good faith attempt to obtain Customer approval to the estimated maintenance cost.

**Article 6**  
**MISCELLANEOUS**

- 6.1 Assignment. Nether party may assign or sublease this Agreement or any interest, payment, or rights hereunder without the prior written consent of the other party, provided that Fatbeam may assign this Agreement without consent to a parent, affiliate, or subsidiary, or to a successor in interest which acquires the stock or assets of Fatbeam.
- 6.2 Prohibited Employment: The parties shall prohibit any individual from working at the facility if such individual has pled guilty to or been convicted of any felony crime involving the physical neglect of a child, the physical injury or death of a child, sexual exploitation of a child, sexual offenses where a minor is the victim, promoting prostitution of a minor child or violation of similar laws. Any failure to comply with this section shall be grounds for immediate termination of this Agreement.
- 6.3 Indemnification and Hold Harmless. To the fullest extent allowed by law, each party to this Agreement is responsible for its own acts and omissions and the acts or omissions of its officers, employees, and agents. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim, demand, suit, or cause of action (hereinafter called "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a Party in successfully enforcing the indemnification provisions of this paragraph shall be paid to the Party against whom the provision was enforced.
- 6.4 Insurance. During the term of this Agreement, Fatbeam shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with RCW Title 51.

General Liability Insurance (or general liability coverage through membership in a self-insured risk management pool), on an occurrence basis, with a combined single limit of not less than \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate for bodily injury and property damage. Such coverage shall include premises and operations, independent contractors, products and completed operations, personal injury and property damage liability, and contractual liability coverage for the indemnity obligations provided for under this Agreement.

There shall be no cancellation, material change, or reduction of limits or intent not to renew such coverage(s) without thirty (30) days' written notice to the Customer

**Article 7**  
**OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

- 7.1 Moves, adds, and changes of, to, and affecting the Dark Fiber, which are requested by Customer, shall be provided by Fatbeam at the then-current time and material rates, with payment terms of 50% due upon Customer approval of cost estimate, and the balance is payable upon completion of the work.



7.2 Customer agrees to assume full and complete control, responsibility, and liability for the content and signals transmitted through the Dark Fiber by its employees, customers, agents, and invitees, and Customer further assumes all liability from any third party claims, suits, or disputes over the such content and signals.

7.3 Fatbeam and Customer agree that the Fatbeam Dark Fiber shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. Customer and Fatbeam agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

## **Article 8 FORCE MAJEURE**

8.1 In the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, and civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if Customer or Fatbeam is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of Fatbeam to provide services and/or the obligation of the Customer to accept services hereunder shall be suspended during the period of such disability.

## **Article 9 LIMITATION OF LIABILITY AND DISCLAIMER**

9.1 FATBEAM MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE DARK FIBER, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of the Dark Fiber, system equipment or services shall relieve the Customer of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

9.2 Customer's sole and exclusive remedies for breach or non-performance of this Agreement, by Fatbeam shall be, at Fatbeam's election, re-performance and/or repair or replacement by Fatbeam of any defective services, or of any defective Dark Fiber or equipment provided in connection with the services, or the refund of any compensation actually paid to Fatbeam by the Customer during the period of such breach or non-performance. Fatbeam will in no event be liable for consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Dark Fiber, services or equipment. In no event shall Fatbeam be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Dark Fiber, services or equipment. Fatbeam's liability to the Customer, for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to Fatbeam under this Agreement.

9.3 It is expressly understood that Fatbeam's Dark Fiber may be routed through various city, county, state and/or other third party road rights-of-way and under franchise with city, county, state and/or other third parties, and that these parties shall be made a third-party beneficiary of the limitations of liability stated in Article 9.2 above.

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

**Fatbeam, LLC**

**Customer:**

**City of Coeur d' Alene**

By: \_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
Gregory Green  
(Printed Name)

\_\_\_\_\_  
Attest: Susan K. Weathers, Clerk

\_\_\_\_\_  
President  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**CUSTOMER**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
President  
(Title)

\_\_\_\_\_  
8.12.2011  
(Date)

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public, personally appeared **Gregory Green**, known to me to be the President, of **Fatbeam, LLC**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation 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 \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 20<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene 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: \_\_\_\_\_

**General Services Committee  
Staff Report**

Date: September 12, 2011  
From: Recreation Director  
Subject: Contract with KMC for use of Pool.

**Decision Point:**

Recreation Department is seeking authorization from City Council to renew the annual agreement with Kootenai Medical Center for use of the Terrill Aquatic Center (McGrane Pool). The department uses the pool for Swim Lessons.

**History:**

For the past eight years the City of Coeur d'Alene has leased the Terrill Aquatic Center pool to teach children's swimming lessons. In the last three years the City has taught over 500 children how to swim.

**Financial Analysis:**

The City pays Kootenai Medical Center \$30.00 an hour for use of the pool. We use the pool for two and half to three hours each evening. The maximum we will pay is \$85.00 per evening. The cost of the pool rental is included in the registration fees we charge the participants.

**Performance Analysis:**

By using the Terrill Aquatic Center the Recreation Department is able to offer children's swimming lessons. Participants range from six months to early teens. We offer lessons for all skill levels. There is one instructor for every three students this provides individual instruction.

**Decision Point\Recommendation:**

Staff recommends approval of this agreement. The city does not have a pool by using the McGrane Pool. The Recreation Department can provide this much needed service.

Service Agreement

For

Therapeutic Pool Use

Between

City of Coeur d'Alene – Recreation Department

and

Kootenai Medical Center  
Rehabilitation Services Department

From

2 September 2011 – 3 September 2013

## PROVISION FOR FACILITY UTILIZATION AGREEMENT

This agreement by and between **City of Coeur d'Alene**, Kootenai County, Idaho, hereinafter referred to as "**City**" and **Kootenai Medical Center, Department of Rehabilitation Services**, Kootenai County, Idaho, hereinafter referred to as "**KMC-DRS**", is entered into on 2 September 2011, to continue for a period of one calendar year through 3 September 2013, or until terminated by either party as defined under Term & Termination.

### SERVICES:

This agreement describes terms, conditions and charges associated with the **City** using the **KMC - DRS** Terrill Aquatic Center, in the McGrane Building, to conduct swim lesson programs in order to improve and develop the water safety programs available to the citizens of Coeur d'Alene and the surrounding communities.

### KMC – DRS AGREES TO:

**KMC - DRS** agrees to maintain and provide the **City** with key access to its therapeutic pool at the Terrill Aquatic Center, McGrane Building, as well as the associated male and female locker rooms in that facility.

### CITY AGREES TO:

- The **City** acknowledges that the use of the pool is a revocable privilege granted to the **City** by **KMC – DRS**. This privilege is contingent upon the City adhering to **KMC - DRS**'s rules and regulations. The privilege is also contingent upon the pool water, pool area, locker rooms, hallways, lobby, entry way and parking lot being left clean and free of damage. This privilege is also contingent upon the physical presence of an adult (21 years of age or older) during all times of **City** use of the facility; this individual will be responsible for opening the facility and inspecting all defined areas prior to closing, and locking, the facility. The use of the facility will be strictly limited to the areas defined in the third sentence of this bullet.
- The **City** is self-insured to \$500,000.00 and will provide **KMC - DRS** with proof of said insurance.
- The **City** agrees to provide a written request for pool use one month prior to the start date, including start of associated staff training sessions. Ongoing written communication regarding upcoming sessions (including start date, end date and anticipated user volumes) must be provided to the **KMC - DRS** Certified Pool Operator, or designee.
- The **City** agrees that the adult supervisor will be the sole individual issued a key for the facility access. (The **City** further agrees that they will assume financial responsibility for costs associated with "re-keying" the McGrane facility in the event that the adult supervisor loses the key.)
- The **City** agrees that the adult supervisor will schedule time with the **KMC - DRS** Certified Pool Operator to receive instruction in KMC pool policies and procedures.
- The **City** agrees to limit staff and client access within the McGrane Building to: the pool, the men's locker room, the women's locker room, the west entrance, the west lobby, the west waiting and vending area, and the connecting hallways. No staff or clients are allowed behind the west reception desk or in the pool staff office. Further, federal health care privacy regulations forbid pool users for accessing computers, entering patient

records files, or reviewing any **KMC - DRS** written records or materials that may have been inadvertently left lying about.

- The **City** agrees to provide onsite supervision and a Certified Life Guard on the pool deck at all times during pool use pursuant to this agreement.
- The **City** agrees to abide by the scheduled pool times offered by **KMC - DRS**.
- The **City** agrees to be responsible for hiring, training, paying and assuring competency of all instructors involved with lessons provided during pool use time.
- The **City** agrees to be completely responsible for the actions of their supervisors and instructors.
- The **City** agrees to be completely responsible for all notifications, consents and patron education about pool rules regarding aquatic classes and/or programs.
- The **City** agrees to share all such written information with **KMC - DRS** representatives for review and editing prior to dissemination to patrons.
- The **City** agrees to schedule all participant registrations or sign-ups offsite from the McGrane Building unless an onsite registration is requested and approved from **KMC - DRS** representatives.
- The **City** agrees that any and all community/participant telephone communication will occur via the Park and Recreation telephone number(s), exclusively, and that **KMC - DRS** telephone numbers will not be referenced in any Coeur d'Alene Park and Recreation literature.
- The **City** agrees to be completely responsible for collecting and managing all program fees from participants.
- The **City** agrees to provide all of their own equipment necessary for their water programs.
- The **City** agrees to accurately record the facility utilization time as being from the time they unlock the doors to enter the McGrane Building until the time when they lock the doors when finally exiting the McGrane Building.

#### **INDEMNIFICATION:**

- Kootenai Health, **KMC - DRS** and the **City** have discussed the risks, rewards, benefits and associated **KMC - DRS** fees for service. It is agreed to allocate all risks such that parties agree, to the fullest extent permitted by law, that the parties to this agreement shall not be liable for any reliance upon any mistakes in any records or documentation.
- **KMC - DRS**, on behalf of Kootenai Health, shall indemnify and hold the **City** and the Park and Recreation Department harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim, or action, caused by, resulting from, or alleging the negligent or intentional acts or omissions of Kootenai Medical Center or **KMC - DRS** employees or any failure to perform any obligation undertaken or any covenant made by Kootenai Health under this Agreement.
- To the fullest extent allowed by law, the **City** shall indemnify and hold Kootenai Health and **KMC - DRS** harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim or action, caused by, resulting from, or alleging the negligent or intentional acts of omissions of the **City** or its employees, or any failure to perform any obligation undertaken or any covenant made by the **City** under this Agreement.

**TERM & TERMINATION:**

This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice delivered by certified mail or in person to one of the individuals identified by their signature to this Agreement. This Agreement will continue for a period of one (2) calendar years from 2 September 2011 until 3 September 2013. This Agreement does not automatically renew, thereby facilitating requisite changes to the terms and rates.

This Agreement must be reviewed and may be amended with both party representatives acknowledging their agreement by their signatures, and date of signature, as indicated below.

**BILLING RATE/REIMBURSEMENT:**

The **City** agrees to a term of use beginning 2 September 2011 and ending 3 September 2013.

The **City** agrees to pay **KMC - DRS** for pool rental at a reimbursement rate of \$85.00 per rental day.

The **City** agrees to provide **KMC – DRS**, by the tenth (10<sup>th</sup>) day of the month, with a detailed report on the date the facility was used and the number of hours it was used each day for the previous month.

The **City** will be mailed a detailed billing invoice the seventeenth (17<sup>th</sup>) day of the month reflecting charges for the previous month’s facility utilization.

The **City** agrees to reimburse **KMC - DRS** within thirty (30) days of receipt of the billing invoice.

**For Kootenai Medical Center:**

**For the City of Coeur d'Alene:**

\_\_\_\_\_  
Sue Donaghue  
Director of Rehabilitation Services

\_\_\_\_\_  
Sandi Bloem, Mayor  
City of Coeur d'Alene

\_\_\_\_\_  
Jeremy S. Evans  
Vice President Professional Services

\_\_\_\_\_  
Attest: Susan K. Weathers  
Clerk



GENERAL SERVICES COMMITTEE  
Staff Report

DATE: September 12, 2011

FROM: Pam MacDonald  
Human Resources Director

SUBJECT: Benefit Plan Changes and Renewal Rates

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**DECISION POINT:**

City Council is requested to approve the following benefit plan changes and renewal rates effective October 1, 2011. The benefit plan contracts include Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance; Long-term Disability and Magnuson, and McHugh & Company Flexible Spending Account.

**HISTORY:**

The Medical Review Committee's goal is to minimize rate increases and strategically address employee cost sharing for medical benefits. The Committee, per contract, consists of representatives from the Lake City Employee's Association, Fire Union, Police Association, Non-represented and Exempt employees. They meet regularly throughout the year to understand market trends, review alternate medical and dental plans and consider changes.

This year the City initially received a proposed medical premium increase of 3%. However, considering the newly announced Coeur d'Alene facility closure, the Committee requested additional review. As a result there will be a 0% increase for the Fiscal Year 2011-12 Group Health plans.

**FINANCIAL ANALYSIS:**

The following changes are effective October 1, 2011 through September 30, 2012. The health coverage changes were recommended by the Medical Insurance Review Committee:

- Blue Cross Dental (self-funded plan) administration fee increase is 5% with services remaining the same. However, a recommended 12% increase to COBRA rates will place them in line with the actual Fiscal Year 2010/11 expenses.
- Willamette Dental increase is 5.5% with benefit coverage remaining the same.
- The three Group Health Options plans will have no increase with benefit coverage remaining the same.
- The United Heritage Life insurance and long-term disability premium cost will remain the same.
- There are no changes to the City's Flexible Spending Account with Magnuson, McHugh & Company, P.A.

**PERFORMANCE ANALYSIS:**

Once the new plan document contracts and rates are updated, they will be forwarded to the City for signatures.

**DECISION POINT/RECOMMENDATION:**

City Council is requested to approve the benefit plan changes and renewal rates.



**Willamette Dental**  
 Mailing Address:  
 6950 NE Campus Way  
 Hillsboro, OR 97124

Administration • 503-952-2000  
 FAX • 503-952-2200

**Celebrating 40 Years of  
 Moving Dentistry Forward**

June 23, 2011

Mr. Greg Helbling  
 Helbling Benefit Consulting Inc.  
 250 Northwest Blvd., Suite 211  
 Coeur d' Alene, ID 83814

Re: Revised Renewal for City of Coeur d' Alene (#Z1357)  
 Effective: October 01, 2011

Dear Mr. Helbling:

As a result of your request for additional renewal rate relief, we have revisited our renewal calculations. We are still using the experience period of May 1, 2010 through April 30, 2011 for this renewal, which is indicating that a renewal rate increase of 11.58% is needed. After careful review and in consideration of the budget issues that the group is currently facing, we have decided to adjust the rates to a 5.50% increase.

We have outlined the revised renewal rates below for the October 1, 2011 renewal.

Commission payable is 2%

**5.50% Increase**

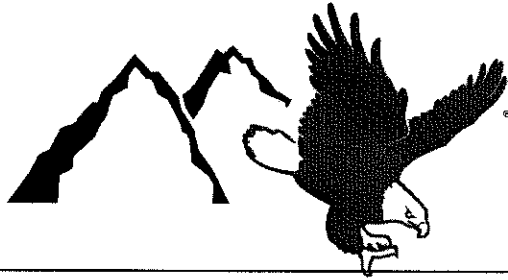
<u>Active EE &amp; Early Retirees</u>	<u>Current</u>	<u>Eff. 10/1/11</u>	<u>Enrolled</u>
Employee Only	\$44.60	\$47.05	16
Employee & Spouse	\$89.25	\$94.15	12
Employee & Child	\$68.80	\$72.60	3
Employee & Children	\$87.60	\$92.40	5
Employee & Family	\$134.75	\$142.15	39
			<u>75</u>

Please contact Nate Pierce at (208) 639-4711 with any questions regarding this revised renewal offer. Thank you for your help with this renewal. We appreciate your business.

Sincerely,

Rich McOrmie  
 Manager, Underwriting

C: (WDII) Marketing,  
 (WDII) Insurance,  
 (WDII) Compliance



REC'D

UNITED HERITAGE  
Life Insurance Company

June 21, 2011

PAM MCDONALD  
CITY OF COEUR D'ALENE  
710 E. MULLAN AVE  
COEUR D'ALENE, ID 83814-3964

RE: Group Policy GL-1393 & GD-1393

Dear Ms. McDonald,


We have completed our renewal of your group insurance coverage, and are pleased to tell you that we will continue your coverage at the present rates. They are:

Benefit	Rates
Employee Life (per \$1,000)	\$ .24
AD&D (per \$1,000)	\$ .08
Dependent Life (per family)	\$ .31
Long Term Disability (per \$100)	\$ .75

These rates will be guaranteed not to increase before October 1, 2013, subject to the provisions of the policy.

It has been a pleasure working with you. If we can do anything for you or your employees, please let us know.

Sincerely,

  
Loree Jackson  
Group Support

cc: Helbling Benefits # 9104

United Heritage Life Insurance Company  
(208) 493-6100 - Toll-Free --1-800-657-6351  
707 E. United Heritage Ct., Meridian, Idaho 83642-3527  
P.O. Box 7777 - Meridian, Idaho 83680-7777  
unitedheritage.com

**General Services Committee  
STAFF REPORT**

**DATE:** Sept. 12, 2011  
**FROM:** David Townsend, Library Communications Coordinator  
**SUBJECT:** **Memorandum of Understanding for the use of the library Community Room as an emergency Joint Information Center.**

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**DECISION POINT:** It is requested that the General Service Committee consider recommending the City Council approve Memorandum of Understanding with Kootenai County for the use of the Community Room at the Coeur d'Alene Public Library as a Joint Information Center in the event of a major emergency.

**HISTORY:** Since 2007 Public Information Officers representing city, county, and state agencies along with PIOs from other organizations have been working to create what has become the North Idaho Public Information Network (NIPIN). This group was formed at the initiation of Cynthia Taggart, PIO for the Panhandle Health District, to be organized and trained to assist community responders in the event of a major emergency by providing the public accurate, timely, and useful information, minimizing rumors and distortion, and acting as liaisons to the news media.

As part of the process NIPIN has identified facilities in the community that have potential for use as Joint Information Centers in major emergencies if the facility at the Kootenai County Public Safety Building is, for some reason, not adequate for the purpose or becomes unusable due to the location or scope of the emergency. Previously used for a training exercise, the library Community Room has potential for such a use because of its size, flexibility of function, and information technology links.

**FINANCIAL ANALYSIS:** There is no immediate financial impact on the City resulting from this MOU. The City's primary contribution in the event of an emergency would be to provide space, furniture, power, and access to existing Internet and telephone services. Some City staff time would be required to assist in setting up the JIC and maintaining a City presence while the space was being used.

**PERFORMANCE ANALYSIS:** Participation in NIPIN benefits the City by having a representative in a group that can potentially assist the City's own police and fire department in the event of an emergency with citywide impact. Providing potential space for a JIC, if needed, demonstrates support for this process.

**DECISION POINT/RECOMMENDATION:** The General Services Committee recommend City Council adopt the attached MOU.

# Memorandum of Understanding

## Coeur d'Alene Public Library; Community Room Use

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and between the **City of Coeur d'Alene** ("City") and **Kootenai County** ("County") and,

### **THE PARTIES AGREE AS FOLLOWS:**

#### **I. PURPOSE.**

The purpose of this MOU is to confirm the use of the City of Coeur d'Alene's Public Library Community Room located at 702 East Front Avenue, Coeur d'Alene, ID 83814 by the North Idaho Public Information Network (NIPIN) when activated by the Kootenai County Office of Emergency Management.

#### **II. STATEMENT OF BACKGROUND INFORMATION.**

The North Idaho Public Information Network (NIPIN) serves to provide emergency information to the public that directly relates to the public safety, health and well-being of citizens affected by an emergency situation. In the event that NIPIN finds it necessary to activate a Joint Information Center (JIC), a dedicated facility to base operations from becomes necessary.

The Coeur d'Alene Public Library Community Room would provide a facility appropriate to the needs from which to effectively conduct JIC operations.

#### **III. STATEMENT OF MUTUAL BENEFIT AND INTEREST.**

The County and City will work together to provide planned access and use to the facility. The facility will become a center for the gathering and disseminating of public information as it pertains to the health and welfare of the citizens of the region who may be affected by on-going or pending emergency situations.

#### **IV. COUNTY SHALL:**

- a) Designate one or more personnel to serve as facility coordinators for the Community Room. These persons should become trained in the use of the facility: "after hours" access, emergency evacuation procedures, building security, operation of lights, audio/visual equipment, internet access, etc.
- b) Take responsibility for the Community Room during its use. The County understands that it shall be responsible for any damage to the Community Room while it is under their control, except for reasonable wear and tear. The County will practice good housekeeping practices and be vigilant for and correct any unsanitary condition(s) that may arise as a result of the extended use of the facility.
- c) Provide all expendable supplies necessary for the conduct of operations. (General office supplies, whiteboard markers, easels, butcher paper, etc.)

# Memorandum of Understanding

## Coeur d'Alene Public Library; Community Room Use

- d) Kootenai County Office of Emergency Management will notify the Coeur d'Alene Public Library when the use of the Community Room is no longer required.
- e) A county representative will conduct a joint inspection of the facility with a library staff member upon the JIC's demobilization to ensure that the facility is being returned in an acceptable condition to the City.

**V. CITY SHALL:**

- a) Provide the Community Room in good working order to the County.
- b) Provide tables, chairs, electrical power, internet access, television and one phone line.
- c) Provide training to county personnel in building safety, the proper means of accessing and securing the facility and in the operation of equipment associated with the facility

**VI. AVAILABILITY:**

In the event that the Community Room is being utilized when the County requests its use, it is understood by the County that the request may be denied by the City. In such an event, the City agrees to take into consideration the types of circumstances currently being experienced by both the City and the County before making any decision regarding the availability of the facility to the County.

**VII. PRINCIPAL CONTACTS.** The principal contacts for this MOU are:

	<b>KOOTENAI COUNTY</b>	<b>CITY</b>
<b>KEY CONTACT:</b>	Sandy Von Behren Manager	David Townsend, Public Information Officer
<b>AGENCY NAME:</b>	Kootenai County Office of Emergency Management	Coeur d'Alene Public Library
<b>STREET ADDRESS:</b>	5500 N. Government Way	702 East Front Avenue
<b>CITY/STATE:</b>	Coeur d'Alene, ID 83815	Coeur d'Alene, ID 83814
<b>PHONE NUMBER:</b>	208-446-1775	208-769-2315, ext. 426
<b>After Hours Number:</b>	208-661-6925	208-765-8465
<b>FAX NUMBER:</b>	208-446-1780	208-769-2381
<b>EMAIL ADDRESS:</b>	<a href="mailto:svonbehren@kcgov.us">svonbehren@kcgov.us</a>	<a href="mailto:dtownsend@cdalibrary.org">dtownsend@cdalibrary.org</a>

# Memorandum of Understanding

## Coeur d'Alene Public Library; Community Room Use

**VIII. COMMENCEMENT/EXPIRATION DATE.** This MOU shall be deemed executed as of the date of last signature below, and shall be effective for five (5) years thereafter, at which time it shall expire unless extended by mutual written agreement.

**IX. EARLY TERMINATION.** Either party may terminate this MOU with thirty (30) days written notice to the other party.

**X. MODIFICATION.** Modifications of this MOU shall be made by mutual consent of the parties by the issuance of a written addendum executed by each of the parties to this MOU. Any such modification shall be effective as of the date of last signature on the addendum.

**XI. LIABILITY.**

1. Subject to the limits of the Idaho Tort Claims Act, Idaho Constitution or any law, rule or regulation granting immunity to the City, the City shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of the City, or its elected officials, employees, agents, or volunteers, and shall indemnify, hold harmless and defend County from any claims, litigation or liability arising from such actions taken pursuant to this MOU.
2. Subject to the limits of the Idaho Tort Claims Act, Idaho Constitution or any law, rule or regulation granting immunity to County, County shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of County, or its officials, employees, agents, or volunteers, and shall indemnify, hold harmless and defend the City from any claims, litigation or liability arising from such actions taken pursuant to this MOU.

**XII. PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts City or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, and legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

**Memorandum of Understanding**  
Coeur d'Alene Public Library; Community Room Use

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this 20<sup>th</sup> day of September, 2011.

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

**KOOTENAI COUNTY**  
**BOARD OF COMMISSIONERS**

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

\_\_\_\_\_  
W. Todd Tondee, Chairman

\_\_\_\_\_  
Daniel Green, Commissioner

\_\_\_\_\_  
Jai Nelson, Commissioner

**ATTEST:**

**ATTEST:**  
CLIFFORD HAYES, CLERK

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

**By:** \_\_\_\_\_  
Deputy Clerk



## PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** September 2, 2011  
**FROM:** James Remitz, Utilities Project Manager  
**SUBJECT:** 2011 CIPP Rehabilitation Project  
Approval of Change Order No. 2

=====

### **DECISION POINT:**

The City Council may wish to approve Change Order No. 2 (attached) to the 2011 CIPP Rehabilitation Project agreement between the City of Coeur d'Alene and Planned and Engineered Construction, Inc. (PEC) dated May 3, 2011. Due to the final quantities being less than the estimated quantities on the bid form, this Change Order reduces the contract amount by \$2,000.00.

### **HISTORY:**

The 2011 CIPP Rehabilitation project rehabilitated a total of 9,700 LF of existing sewer mains at various locations within the City.

### **FINANCIAL ANALYSIS:**

Since this Change Order is deductive, no funds are necessary.

### **PERFORMANCE ANALYSIS:**

PEC, Inc. performed all work in accordance with the contract documents. Change Order No. 2 reflects the final adjustment of bid item quantities. (See attached).

### **RECOMMENDATION:**

Approve Change Order No. 2 to the 2011 CIPP Rehabilitation Project that reduces the contract price by \$2,000.00.

CHANGE ORDER  
TWO (2)

PROJECT: CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2011 CURED-IN-PLACE PIPE (CIPP) PROJECT

DATE OF ISSUANCE: AUGUST 25, 2011 EFFECTIVE DATE: AUGUST 25, 2011

OWNER: CITY OF COEUR D'ALENE

OWNER's Contract No.

CONTRACTOR: Planned and Engineered Construction, Inc.

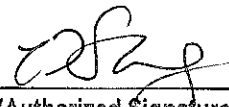
ENGINEER: J-U-B ENGINEERS, Inc.

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

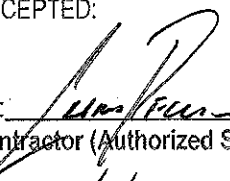
Description: Quantity Adjustment and Closeout

Attachments: (List documents supporting change):  
See attached breakdown

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price \$225,846.00	Original Contract Times Ready for final payment: August 11, 2011
Net changes from previous Change Orders No. -0- to 1 \$50,112.00	Net changes from previous Change Orders No. -0- to 1
Contract Price prior to this Change Order \$275,958.00	Contract Times prior to this Change Order Ready for final payment: August 11, 2011
Net Increase (Decrease) of this Change Order (\$2,000.00)	Net Increase (decrease) of this Change Order 9 Days Contract shutdown granted 7/30/11 to 8/7/11 Adding 9 Calendar Days to Completion Date
Contract Price with all approved Change Orders \$273,958.00	Contract Times with all approved Change Orders Ready for final payment: August 11, 2011

RECOMMENDED:  
BY:   
Engineer(Authorized Signature)  
DATE: 9/2/2011

APPROVED:  
BY: \_\_\_\_\_  
Owner (Authorized Signature)  
DATE: \_\_\_\_\_

ACCEPTED:  
BY:   
Contractor (Authorized Signature)  
DATE: 9/1/11

**CHANGE ORDER NO. 2**  
**CITY OF COEUR D'ALENE WASTEWATER UTILITY - 2011 CURED-IN-PLACE PIPE (CIPP) PROJECT**  
**QUANTITY ADJUSTMENT AND CLOSEOUT**

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
<b>BASE BID:</b>					
SP-02541.4.1.A.1	CIPP Rehabilitation – 8" *	-10	LF	\$18.00	(\$180.00)
SP-02541.4.1.B.1	Cut Off Protruding Laterals	-4	EA	\$100.00	(\$400.00)
SP-02541.4.1.C.1	Lateral Reinstatement	-22	EA	\$50.00	(\$1,100.00)
SP-02543.4.1.A.1	Pre-Construction Cleaning and TV Inspection of Main Sewer Line *	-10	LF	\$1.00	(\$10.00)
SP-02543.4.1.A.1	Post-Construction Cleaning And TV Inspection of Main Sewer Line *	-10	LF	\$1.00	(\$10.00)
<b>Change Order No. 1</b>					
SP-02541.4.1.C.1	Lateral Reinstatement	-6	EA	\$50.00	(\$300.00)
<b>TOTAL</b>					<b>(\$2,000.00)</b>

\* Indicates payment will be by Plan Quantity

## PUBLIC WORKS COMMITTEE STAFF REPORT

**DATE:** September 2, 2011  
**FROM:** James Remitz, Utilities Project Manager  
**SUBJECT:** 2011 Open Trench Project  
Approval of Change Order No. 1

=====

### **DECISION POINT:**

The City Council may wish to approve Change Order No. 1 (attached) to the 2011 Open Trench Project agreement between the City of Coeur d'Alene and S&L Underground, Inc. dated June 7, 2011.

### **HISTORY:**

The 2011 Open Trench Project replaced approximately 567 LF of existing sewer piping within two (2) separate alleys.

### **FINANCIAL ANALYSIS:**

Funds for this Change Order are available and have been budgeted in the Wastewater Utility budget.

### **PERFORMANCE ANALYSIS:**

S&L Underground, Inc. performed all work in accordance with the contract documents. Change Order No. 1 reflects compensation for additional work that was performed as part of the project and a final adjustment of bid item quantities.

### **RECOMMENDATION:**

Approve Change Order No. 1 to the 2011 Open Trench Project in the amount of \$6,720.00

CHANGE ORDER  
ONE (1)

PROJECT: CITY OF COEUR D'ALENE WASTEWATER UTILITY  
2011 OPEN TRENCH PROJECT

DATE OF ISSUANCE: AUGUST 24, 2011

EFFECTIVE DATE: AUGUST 24, 2011

OWNER: CITY OF COEUR D'ALENE

OWNER's Contract No.

CONTRACTOR: S & L UNDERGROUND, INC.

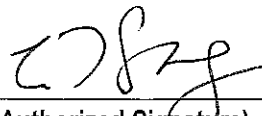
ENGINEER: J-U-B ENGINEERS, Inc.

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

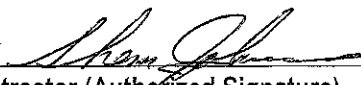
Description: Additional Work and Quantity Adjustments - See Breakdown on attached pages

Attachments: (List documents supporting change):  
See attached breakdown

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
Original Contract Price \$111,504.00	Original Contract Times Ready for final payment: <u>September 3, 2011</u>
Net changes from previous Change Orders No. -0- to -0- \$0.00	Net changes from previous Change Orders No. -0- to -0-
Contract Price prior to this Change Order \$111,504.00	Contract Times prior to this Change Order Ready for final payment: <u>September 3, 2011</u>
Net Increase of this Change Order \$6,720.00	Net Increase (decrease) of this Change Order
Contract Price with all approved Change Orders \$118,224.00	Contract Times with all approved Change Orders Ready for final payment: <u>September 3, 2011</u>

RECOMMENDED:  
BY:   
Engineer(Authorized Signature)

APPROVED:  
BY: \_\_\_\_\_  
Owner (Authorized Signature)

ACCEPTED:  
BY:   
Contractor (Authorized Signature)

DATE: 9/1/2011

DATE: \_\_\_\_\_

DATE: 9-1-11

**CHANGE ORDER NO. 1  
COEUR D'ALENE WASTEWATER UTILITY - 2011 OPEN TRENCH PROJECT  
ADDITIONAL WORK & QUANTITY ADJUSTMENTS**

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
<b>ADDITIONAL WORK ITEMS:</b>					
CO1-1	Add'l Work for Services in Alleyway between 3rd & 4th	4	EA	\$600.00	\$2,400.00
CO1-2	Tie-in/Abandon Line at Harrison	1	LS	\$1,200.00	\$1,200.00
<b>SUBTOTAL - ADDITIONAL WORK ITEMS:</b>					<b>\$3,600.00</b>
<b>QUANTITY ADJUSTMENTS:</b>					
201.4.1.D.1	Removal of Existing Asphalt	25	SY	\$5.00	\$125.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	85	SY	\$10.00	\$850.00
307.4.1.G.1	Type "B" Surface Restoration (Asphalt Roadway)	25	SY	\$28.00	\$700.00
405.4.1.A.1	Non-Potable Main Line Separation	-1	EA	\$1,200.00	(\$1,200.00)
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	13	LF	\$70.00	\$910.00
504.4.1.A.1	Sewer Service Line - Size 4"	-10	LF	\$35.00	(\$350.00)
601.4.1.A.1	Storm Drain - 12 inch - PVC ASTM 3034	-16	LF	\$45.00	(\$720.00)
706.4.1.F.1	Concrete Driveway Approach	33	SY	\$85.00	\$2,805.00
<b>SUBTOTAL - QUANTITY ADJUSTMENTS:</b>					<b>\$3,120.00</b>
<b>TOTAL - CHANGE ORDER NO. 1</b>					<b>\$6,720.00</b>

# ANNOUNCEMENTS

OTHER BUSINESS



COUNCIL BILL NO. 11-1022  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF A PUBLIC UTILITY EASEMENT IN BLOCK 2 OF THE FAIRWAY FOREST SUBDIVISION, RECORDED IN BOOK "F" OF PLATS, PAGES 57/A/B, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that a portion of the utility easement be vacated; NOW, THEREFORE,

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

**SECTION 1.** That the following described property, to wit:

The easterly ten feet (10.0') of the twenty foot (20.0') utility easement centered on the common lot line between Lots 6 and 7, Block 2, Fairway Forest 3<sup>rd</sup> Addition, situated in Section 3, Township 50 North, Range 4 West, Boise Meridian, and, recorded in Book "F" of plats, Pages 57/A/B, Records of Kootenai County, Idaho.

be and the same is hereby vacated.

**SECTION 2.** That said vacated ten foot (10.0') portion shall revert to the property owner of said Lot 7, Block 2.

**SECTION 3.** That the existing sanitary sewer utility of the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

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

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 20<sup>th</sup> day of September, 2011.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
V-11-5 UTILITY EASEMENT RIGHT-OF-WAY VACATION  
FAIRWAY FOREST 3<sup>RD</sup> ADDITION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a ten foot (10.0') portion of a utility easement.

Such easement is more particularly described as follows:

The easterly ten feet (10.0') of the twenty foot (20.0') utility easement centered on the common lot line between Lots 6 and 7, Block 2, Fairway Forest 3rd Addition, situated in Section 3, Township 50 North, Range 4 West, Boise Meridian, and, recorded in Book "F" of plats, Pages 57/A/B, Records of Kootenai County, Idaho.

The ordinance further provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, V-11-5 Utility Easement in Fairway Forest 3<sup>rd</sup> Addition, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20<sup>th</sup> day of September, 2011.

---

Warren J. Wilson, Chief Civil Deputy City Attorney

# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

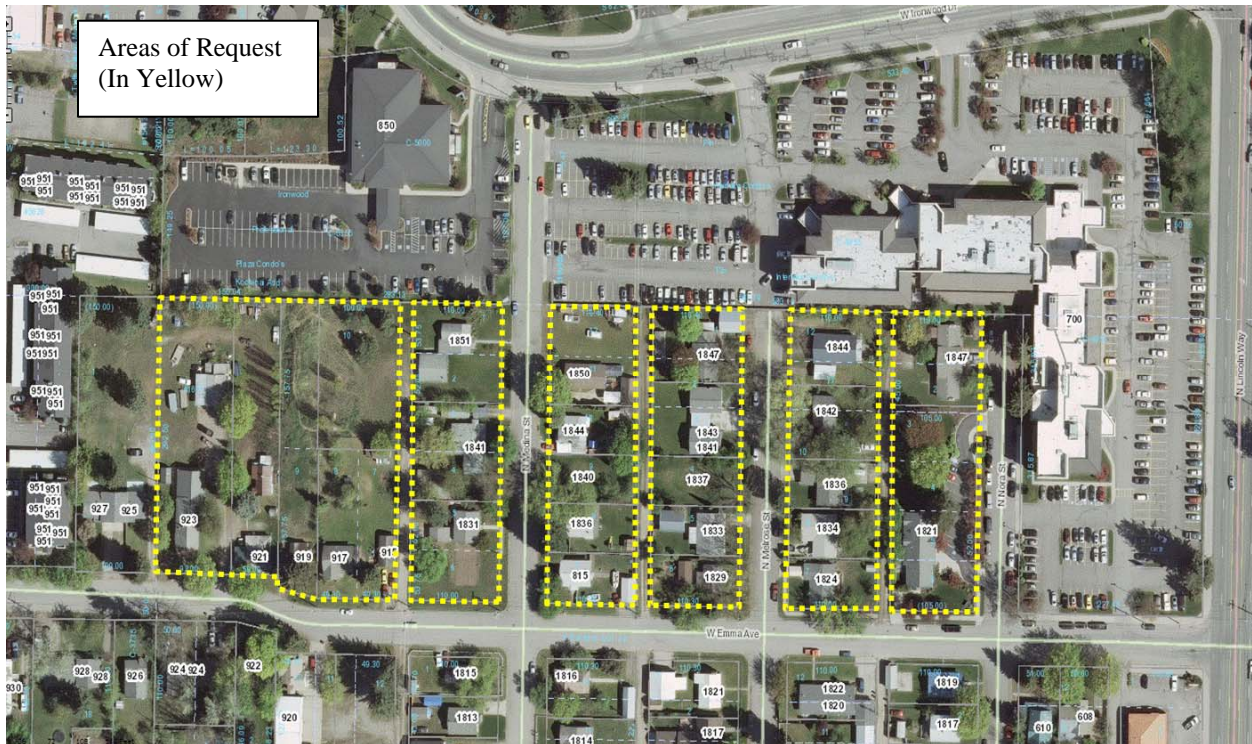
**FROM:** SEAN E. HOLM, PLANNER  
**DATE:** SEPTEMBER 20, 2011  
**SUBJECT:** ZC-3-11 - ZONE CHANGEREQUEST FROM R-12 TO C-17L  
**LOCATION:** +/- 6.035 ACRE PARCEL NORTH OF EMMA AVE., WEST OF NORA ST.,  
BOUND BY INTERLAKE MEDICAL OFFICES & 923 W. EMMA AVE.

**DECISION POINT:**

Kootenai Health & Parkwood Business Properties are requesting approval of a Zone Change from R-12 (Residential at 12 units/acre) to C-17L (Limited Commercial at 17 units/acre).

**SITE PHOTOS:**

A. Aerial photo:





- B. Ownership of parcels:  
 (BLUE=Consent given to rezone ~ YELLOW=Owned by applicant)



- C. Photos of subject properties and ROW:



Emma & Nora looking NE



Walden House looking NW





Emma Ave. looking west



Melrose looking north



Medina looking north



NW corner of Emma & Medina looking NE



Furthest property to west



Emma looking east



**GENERAL INFORMATION:**

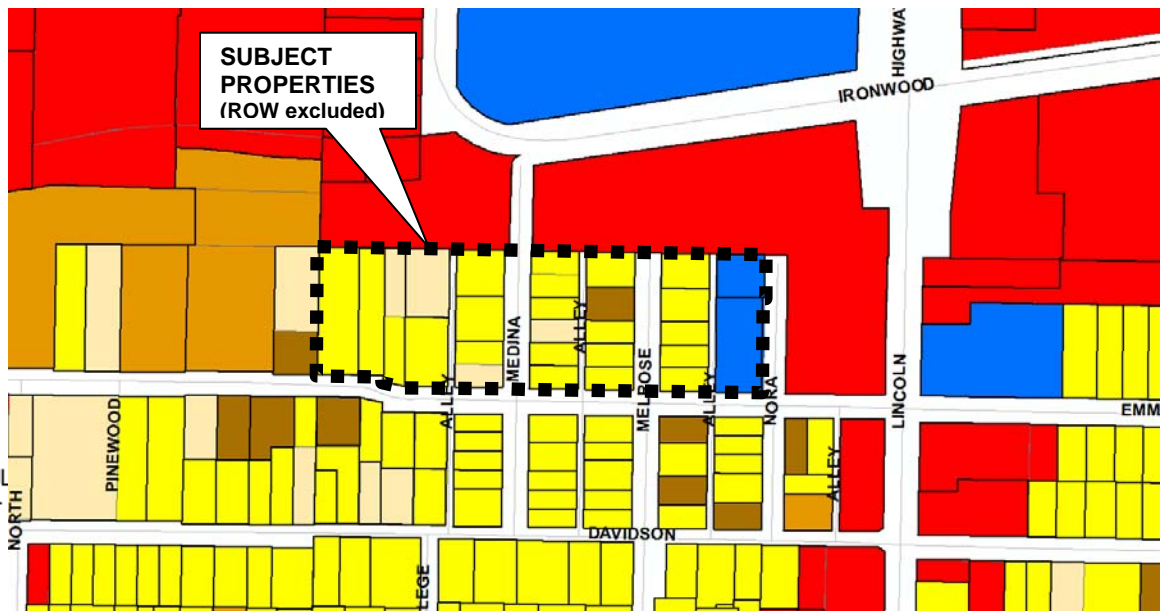
**A. Current Zoning:**

- zoning
- C-17
  - C-17L
  - C-17LPUD
  - C-17PUD
  - DC
  - DCPUD
  - LM
  - M
  - MH-8
  - MH-8PUD
  - NC
  - NW
  - R-1
  - R-12
  - R-12PUD
  - R-17
  - R-17PUD
  - R-1PUD
  - R-3
  - R-3PUD
  - R-5
  - R-5PUD
  - R-8
  - R-8PUD
  - R-8SF

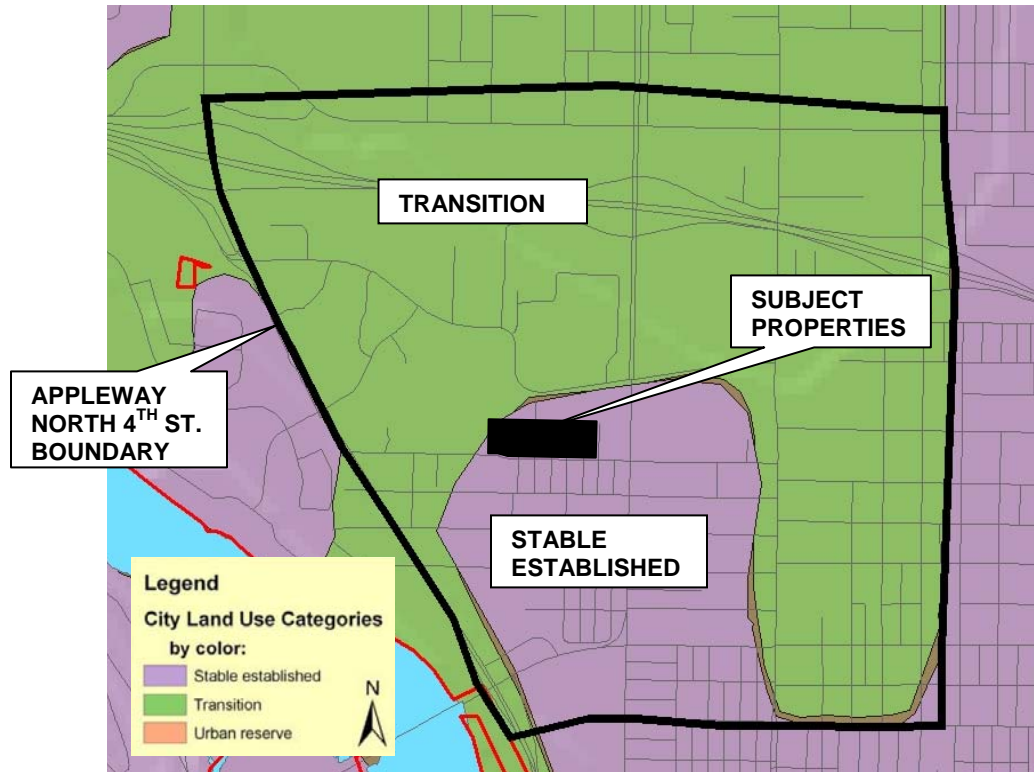


**B. Generalized land use pattern:**

- Land Use
- - SFA
  - SFD
  - DUPLEX
  - MH
  - MHP
  - MFD
  - CIVIC
  - COMM
  - MFGR
  - AGRICUL
  - VACANT



C. 2007 Comprehensive plan designation – Transition – Appleway – North 4<sup>th</sup> Street Land Use Area:



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

**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.

D. Zone changes in surrounding area:



E. Zone change record (see map for cross reference; listed chronologically):

<b>File No:</b>	<b>Request:</b>	<b>Decision:</b>
ZC-1-82	R-12 to C17L	Approved
ZC-5-82	R-17 to C17L	Approved
ZC-9-84SP	R-12 to C17L	Approved
ZC-14-85	R-17 to C17	Approved
ZC-1-87	R-17 to C17L	Approved
ZC-9-87	R-12 to C17	Approved
ZC-15-87SP	R-12 to C17L	Approved
ZC-10-88	R-12 to C17L	Approved
ZC-6-90	R-12 to C17L	Approved
ZC-7-90	R-12 to R-17	Approved
ZC-7-91SP	R-12 to R-17	Approved
ZC-10-93SP	R-12 to R-17	Approved
ZC-1-00SP	R-12 to R-17	Denied
ZC-4-05	R-12 to R-17	Approved
ZC-5-05SP	R-12 to R-17	Approved
ZC-3-09	R-17 to C17	Withdrawn
ZC-4-09	R-12 to C17L	Approved
ZC-2-10	R-17 to C17	Withdrawn

F. Applicant: **Kootenai Health & Parkwood Business Properties**  
 Address: 2100 Northwest Boulevard, Suite #350  
 Coeur d'Alene, ID 83814

G. Land uses in the area include single-family, commercial, civic and vacant parcels.

H. The subject properties have various uses located onsite: Single-family dwellings, a duplex, vacant parcels, and medical use. (See photos above- Page 2+)

J. Approved by Planning Commission on August 9, 2011.

**PERFORMANCE ANALYSIS:**

A. Zoning ordinance considerations:

Approval of the zone change request to C-17L would intensify the potential use of the property by increasing the allowable residential density by right from 12 units to 17 units per gross acre and increase the range of uses allowed by right and special use permit. The existing R-12 zone and proposed C-17L zone uses are listed for comparison below:

**R-12 Zoning District:**

1. **Purpose**

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

2. **Uses permitted by right:**

- Single-family detached housing
- Duplex housing

- Pocket residential development
- Home occupations.
- Administrative.
- Public recreation.
- Neighborhood recreation.
- Essential service (underground)

**3. Uses permitted by Special Use Permit:**

- Boarding house.
- Childcare facility.
- Commercial film production.
- Commercial recreation.
- Community assembly.
- Community education.
- Community organization.
- Convenience sales.
- Essential service (aboveground).
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Juvenile offenders facility.
- Noncommercial kennel.
- Religious assembly.
- Restriction to single-family only.
- Two (2) unit per gross acre density increase

***C-17L Zoning District:***

**4. Purpose and Intent:**

The C-17L district is intended as a low density commercial and residential mix district. This district permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 district and limited service commercial businesses whose primary emphasis is on providing a personal service. This district is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.

**5. Uses permitted by right:**

- Administrative offices.
- Automobile parking when serving an adjacent business or apartments.
- Banks and financial establishments.
- Boarding house.
- Childcare facility.
- Commercial film production.
- Community assembly.
- Community education.
- Duplex housing (as specified by the R-12 district).
- Essential service.
- Group dwelling - detached housing.
- Handicapped or minimal care facility.
- Home occupation.
- Hospitals/healthcare.
- Juvenile offenders facility.
- Multiple-family housing (as specified by the R-17 district).
- Neighborhood recreation.
- Nursing/convalescent/rest homes for the aged.
- Personal service establishment.
- Pocket residential development (as specified by the R-17 district).
- Professional offices.
- Public recreation.
- Rehabilitative facility.
- Religious assembly.

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

6. **Uses allowed by special use permit:**

- Commercial kennel.
  - Commercial recreation.
  - Community organization.
  - Convenience sales.
  - Criminal transitional facility.
  - Food and beverage stores for off/on site consumption.
  - Hotel/motel.
  - Noncommercial kennel.
  - Remaining uses, not already herein permitted, of
- the C-17 district principal permitted uses.
  - Residential density of the R-34 district density as specified.
  - Veterinary office or clinic when completely indoors.
  - Wireless communication facility.

*Evaluation: The zoning and land use of the general area have been in flux for decades as the Ironwood medical and professional office area develops. This is made evident by the “Land Use” map and the “Zone changes in surrounding area” map above, showing 15 zone change approvals in the general area since 1982. There has been one denial (ZC-1-00SP) located within this specific request. The zone change/special use permit was denied, appealed, and denied again at the council level. Strong opposition to the request led to the decision. Since that decision, the applicant has worked to acquire ownership of property within the request, and currently has majority share of the subject property with full consent of the remaining owners.*

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

1. The subject property is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map (See page 5) designates the subject property as primarily Stable Established with the NW portion of the request designated Transition. The property is located in the Appleway North 4<sup>th</sup> Street Land Use Area, as follows:

**Appleway North 4<sup>th</sup> Street Land Use Area:**

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

**The characteristics of Appleway North 4<sup>th</sup> Street neighborhoods will be:**

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

**The characteristics of Appleway North 4<sup>th</sup> Street commercial areas will be:**

- That commercial buildings will remain lower in scale than in the downtown core.
- Streetscapes should be dominated by pedestrian facilities, landscaping, and buildings

- Shared-use parking behind buildings is preferred
3. Significant 2007 Comprehensive Plan policies:

**Objective 1.06**

**Urban Forests:**

Enforce minimal tree removal, substantial tree replacement and suppress topping trees for new and existing development.

**Objective 1.07**

**Urban Forests:**

Restrict tree removal in city rights-of-way and increase tree planting in additional rights-of-way.

**Objective 1.11**

**Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

**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 1.16**

**Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

**Objective 1.18**

**Night Sky:**

Minimize glare, obtrusive light, and artificial sky glow by limiting outdoor lighting that is misdirected, excessive, or unnecessary.

**Objective 2.01**

**Business Image & Diversity:**

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

**Objective 2.02**

**Economic & Workforce**

**Development:**

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Objective 2.05**

**Pedestrian & Bicycle**

**Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Objective 3.01**

**Managed Growth:**

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

**Objective 3.05**

**Neighborhoods:**

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

**Objective 3.06**

**Neighborhoods:**

Protect the residential character of neighborhoods by allowing residential/commercial/ industrial transition boundaries at alleyways or along back lot lines if possible.

**Objective 3.12**

**Education:**

Support quality educational facilities throughout the city, from the pre-school through the university level.

**Objective 3.16**

**Capital Improvements:**

Ensure infrastructure and essential services are available for properties in development.

**Objective 4.01**

**City Services:**

Make decisions based on the needs and desires of the citizenry.

**Objective 4.06**

**Public Participation:**

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

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

**SEWER: Public sewer is available within this area.**

*Evaluation: The existing wastewater collection system capacity of this area and adjacent properties must be evaluated to ensure that the increased density and commercial nature of this zoning change will not adversely impact the existing wastewater collection system.*

*Any wastewater infrastructure improvements required by this evaluation will be addressed as part of the Building Permit application/review process.*

*-Submitted by Jim Remitz, Utility Project Manager*

**WATER: City water service is available within this area.**

*Evaluation: The water main in Emma Avenue between Lincoln Way and Northwest Boulevard includes 8", 6" and 4" pipes. Water is provided on Medina and Melrose through 2" mains.*

*Proposals which increase the water demand may trigger a requirement for the developer to upsize the existing mains and/or create additional interties to the main in Ironwood Drive. Proposals requiring additional fire hydrants will almost certainly require that the developer upsize mains and/or create new interties. If the plan is to replace single family homes with small offices or small housing units for interns, this may not be a problem.*

*-Submitted by Terry Pickel, Assistant Water Superintendent*

**STORMWATER: City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.**

*Evaluation: Development on the subject property that results in an increase of the site impervious area will require submission of a stormwater management plan. The plan must adhere to all criteria in the Illicit Discharge and Stormwater Ordinance (# 3396), and, the Stormwater Management Ordinance (# 3397). Ultimate development of the subject property may require portions of the existing hard pipe system in the streets to be reconstructed.*

**TRAFFIC: Although there is no change in the proposed use at this time this proposed rezoning would, in theory, allow other uses that could generate additional traffic.**

*Evaluation: Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance, therefore potential traffic impacts need not be addressed at this time. A comprehensive traffic analysis that will provide detailed information about potential problems and the solutions (which may ultimately include traffic signal installations), will be addressed upon submission of a master development plan for the subject property.*



**STREETS:** The subject property is bordered by Emma Avenue on the south and Lincoln Way to the east.

*Evaluation: These streets are multi-jurisdictional roadways, with Emma Avenue under the control of the City, and, Lincoln Way (U.S.-95) under the control of the Idaho Transportation Department (ITD). Both streets are fully developed road sections and are not in need of additional improvements at this time. This situation will be re-evaluated as the development on the subject property progresses.*

*-Submitted by Chris Bates, Engineering Project Manager*

#### **APPLICABLE CODES AND POLICIES**

##### **UTILITIES:**

1. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
2. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

##### **STREETS:**

3. Any work being constructed within the City right-of-way will require issuance of an encroachment permit.

##### **STORMWATER:**

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

##### **FIRE:**

5. The FD will address other issues such as water supply, hydrants and access prior to any site development and upon receipt of additional information of this project.

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

There are no physical constraints such as topography that would make the subject property unsuitable for development.

**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 connecting streets will accommodate additional incremental traffic, as indicated in the engineering staff report comments. At a point in the future there may be need for a traffic impact study to determine the impacts on Emma Ave as well as adjacent streets served by development of the subject properties. The neighborhood character and land uses in the Appleway and 4<sup>th</sup> Street area,



specifically north of Emma Ave. is in transition from single-family residential to multi-family/commercial development, as indicated in the zoning and land use patterns. The subject property is in close proximity to Lincoln Way (U.S.-95) & Interstate-90.

Any new commercial development would be required to comply with the Commercial Design Guidelines approved in 2010.

*Evaluation: The City Council must determine what affect the proposed C-17L zoning would have on traffic, land uses and the character of the surrounding area.*

**F. Proposed conditions:**

None.

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

2007 Comprehensive Plan  
Transportation Plan  
Municipal Code  
Idaho Code  
Wastewater Treatment Facility Plan  
Water and Sewer Service Policies  
Urban Forestry Standards  
Transportation and Traffic Engineering Handbook, I.T.E.  
Manual on Uniform Traffic Control Devices  
Coeur d'Alene Trails & Bikeways Master Plan

**ACTION ALTERNATIVES:**

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

We are requesting this re-zone as a part of the Kootenai Health medical corridor master plan which maps out the next generation of health care facilities around the existing Kootenai Health campus. Kootenai Health has applied to the University of Washington School of Medicine to create a primary care physician residency program in Coeur d'Alene. This program will recruit 18 physicians to our community to complete the last three years of their medical training. Kootenai Health anticipates that many of these doctors will remain in our community to establish their professional practices because of the strong relationships they established during their residency. This addition of primary care physicians to our community will enhance the ability for Kootenai Health to continue to offer superior quality health care to our region.

An essential part of offering a quality experience and recruiting medical students to the new residency program will be competitive facilities. Modern clinical infrastructure and classrooms must be located in close proximity to Kootenai Health for the convenience of residents and faculty. Kootenai Health and Parkwood Business Properties are proposing an expansion to The Interlake Medical Building as the location for the new clinic and classroom spaces required for the residency program. Kootenai Health believes that the existing connection of Interlake to the hospital via the tunnel under Ironwood Drive is critical for the quick, safe and convenient access for the residents and patients.

The expansion of the Interlake Medical Building requires the requested re-zone from R-12 to C17L to allow placement of the parking required to support the new residency program adjacent to the clinic on property currently owned by the applicants. The re-zone application does encompass the entire residential area between the existing medical office uses and Emma Ave in an effort to allow flexibility in the development of additional medical office and clinic space to serve future community needs. The applicants own 17 of the 25 parcels that are proposed to be re-zoned, and are working with our residential neighbors to secure their consent for the re-zone.

When examined in the context of the City Comprehensive plan this re-zone should be associated primarily with Goal #2, Economic Environment. The Kootenai Health residency program and medical corridor master plan will enhance the array of medical services available to community residents right here in their hometown and prevent unnecessary travel out of the area for advanced medical services, which is supported by economic development objective 2.02. In addition the training of primary care physicians and subsequent development of their professional practices in our community will enhance the quality of life in our community supporting the business image and diversity objective 2.01. In addition to these economic development and quality of life justifications, the continuing education opportunities provided

to medical residents affiliated with one of the top medical schools in the world will be a benefit to the community and support education objective 3.12.

From a planning standpoint we recognize that this application poses some challenges. We do not comply with home environment objective 3.06 which promotes the division between uses on back lot lines. Acknowledging this shortcoming we propose to provide an approximately 20' buffer zone to set our medical office uses back from the street edge. This proposed greenway would contain landscaping, trees and bermed lawn similar to the other façade of the Interlake Medical Building on Ironwood. The buffer would also include a 5' high sight obscuring fence or appropriate screening evergreen shrubbery and trees to buffer the adjacent residential areas across Emma. In addition, the proposed buffer would create a meandering pedestrian sidewalk on Emma where none exists today. Our hope is that through the master planning process of the Kootenai Health campus we can create a looped connection of this pedestrian path that ties into the existing pedestrian path network on the current hospital campus.

The proposed re-zone will allow the expansion of the Kootenai Health campus in the only feasible available direction. Expansion is hemmed in by Interstate 90 to the north, commercial development and US 95 to the east, and existing medical office development to the west. With 17 of the 25 parcels proposed for re-zone owned by the applicants and operated as rental housing or family medical support housing, the area of the proposed re-zone is a transitional residential neighborhood. The close proximity to the existing established stable Ironwood medical office district makes it a logical expansion of this important service sector in our community and region.

Applicant: Kootenai Health/Parkwood Business Properties  
Location: Interlake Medical Building  
Request: A proposed zone change from R-12 (Residential at 12 units/acre) to C-17L (Commercial limited) zoning district.  
QUASI-JUDICIAL (ZC-3-11)

Planner Holm presented the staff report, gave the mailing tally as: 10 in favor, 2 opposed, and 4 neutral, and answered questions from the Commission.

Commissioner Luttrupp inquired if all the property owners have approved of this request.

Planner Holm commented that is correct.

**Public Testimony open:**

Kim Anderson, applicant representative, 7734 Gila Court, commented that she is representing Kootenai Medical Center and explained the importance of this request to the community using a Power Point presentation explaining those issues.

Ryan Nipp, applicant representative, 2594 W. Bolivar, commented that they have been partners with Kootenai Health for 25 years and presented a Power Point explaining the history of the activities with this property. He stated that there were eight lots not owned by Parkwood Business Properties or Kootenai Medical Center and after meeting with the owners of those properties, those property owners approve of this request. He commented that this will be a great opportunity for the City of Coeur d'Alene and would like approval.

Commissioner Bowlby stated that in the past, the Planning Commission was against having this area commercial zoned and is glad that has changed. She feels that this will be a great opportunity for the community.

Julie Garron, P.O. Box 2065, commented that they own a rental property on Emma Avenue and feels this facility will be an improvement to this area. She stated that health care is important. She commented by approving this request, it will help the city be proactive by providing the tools for keeping quality doctors in the area.

Doug Rall, P.O. Box 3227 commented that he owns an apartment complex on Summit Avenue and feels that this is a unique opportunity for the city.

Richard Mclandress, 315 N. Forest, commented that he is director of the residence program for Kootenai Medical Center and feels by approving this request it will help the City of Coeur d'Alene keep quality doctors in the community. He explained that he recently read a study about doctors who do their residences after graduation and usually find a job close to the city where they went to school.

Public testimony closed.

**Motion by Soumas, seconded by Luttrupp, to approve Item ZC-3-11. Motion approved.**

**ROLL CALL:**

Commissioner Bowlby	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 3 to 0 vote.

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

**A. INTRODUCTION**

This matter having come before the City Council on, September 20, 2011 and there being present a person requesting approval of ITEM: ZC-3-11 , a request for a zone change from R-12 (Residential at 12 units/acre) to C-17L (Limited Commercial at 17 units/acre) zoning district

APPLICANT: KOOTENAI HEALTH & PARKWOOD BUSINESS PROPERTIES

LOCATION: +/- 6.035 ACRE PARCEL NORTH OF EMMA AVE., WEST OF NORA ST., BOUND BY INTERLAKE MEDICAL OFFICES & 923 W. EMMA AVE.

**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 single-family, commercial, civic and vacant parcels
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on, September 3, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, September 6, 2011 which fulfills the proper legal requirement.
- B6. That 80 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 2, 2011 and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
- B7. That public testimony was heard on September 20, 2011.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

**Criteria to consider for B9:**

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

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

**Criteria to consider for B10:**

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

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

**Criteria to consider for B11:**

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

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, **KOOTENAI HEALTH & PARKWOOD BUSINESS PROPERTIES** finds that the request of for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied 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



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

**A. INTRODUCTION**

This matter having come before the Planning Commission on, August 9, 2011, and there being present a person requesting approval of ZC-3-11: A request for a zone change from R-12 (Residential at 12 units/acre) to C-17L (Limited Commercial at 17 units/acre) zoning district

APPLICANT: KOOTENAI HEALTH & PARKWOOD BUSINESS PROPERTIES

LOCATION: +/- 6.035 ACRE PARCEL NORTH OF EMMA AVE., WEST OF NORA ST., BOUND BY INTERLAKE MEDICAL OFFICES & 923 W. EMMA AVE.

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

- B1. That the existing land uses are single-family, commercial, civic and vacant parcels
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-12 (Residential at 12 units/acre)
- B4. That the notice of public hearing was published on July 23, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, August 1, 2011, which fulfills the proper legal requirement.
- B6. That 80 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, July 22, 2011, and 16 responses were received: 10 in favor, 2 opposed, and 4 neutral.
- B7. That public testimony was heard on August 9, 2011.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:  
**1.12 community design** as this request would enhance an existing area and reduce sprawl, **1.14 efficient use of existing infrastructure** by reducing impacts on undeveloped areas, **2.01 Business image & diversity**, **2.02 Economic & workforce development** to promote further growth opportunities, and **3.12 Education**.



- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the staff report as well as public hearing comments made by staff informing the Planning Commission of discussions, involving the developer, regarding utilities in the area.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because the site is within city limits located near similar uses without physical constraints such as topography.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the comments made at the hearing, by the public, were in support of the request. In addition, the applicant met with the owners of the subject properties as well as the surrounding neighborhood to make their intentions known and answer questions.

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of **KOOTENAI HEALTH & PARKWOOD BUSINESS PROPERTIES** for a zone change, as described in the application should be approved with no conditions.

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

**ROLL CALL:**

Commissioner Bowlby	Voted <b>YES</b>
Commissioner Luttrupp	Voted <b>YES</b>
Commissioner Soumas	Voted <b>YES</b>

Commissioners Messina & Evans were absent.

Motion to approve without conditions carried by a 3 to 0 vote.



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CHAIRMAN BRAD JORDAN

**CITY COUNCIL  
STAFF REPORT**

FROM: TAMI STROUD, PLANNER  
DATE: SEPTEMBER 20, 2011  
SUBJECT: A-3-11 – ZONING IN CONJUNCTION WITH ANNEXATION FROM COUNTY INDUSTRIAL TO CITY R-17  
LOCATION: +/- 2.55 AC. PARCEL WEST OF BELLERIVE AND SOUTH OF RIVERSTONE

**DECISION POINT:**

River's Edge Apartment L.L.C., is requesting approval of Zoning in Conjunction with Annexation from County Industrial (I) to City R-17 (Residential at 17 units/acre) for a +/- 2.55 acre parcel.

**GENERAL INFORMATION:**

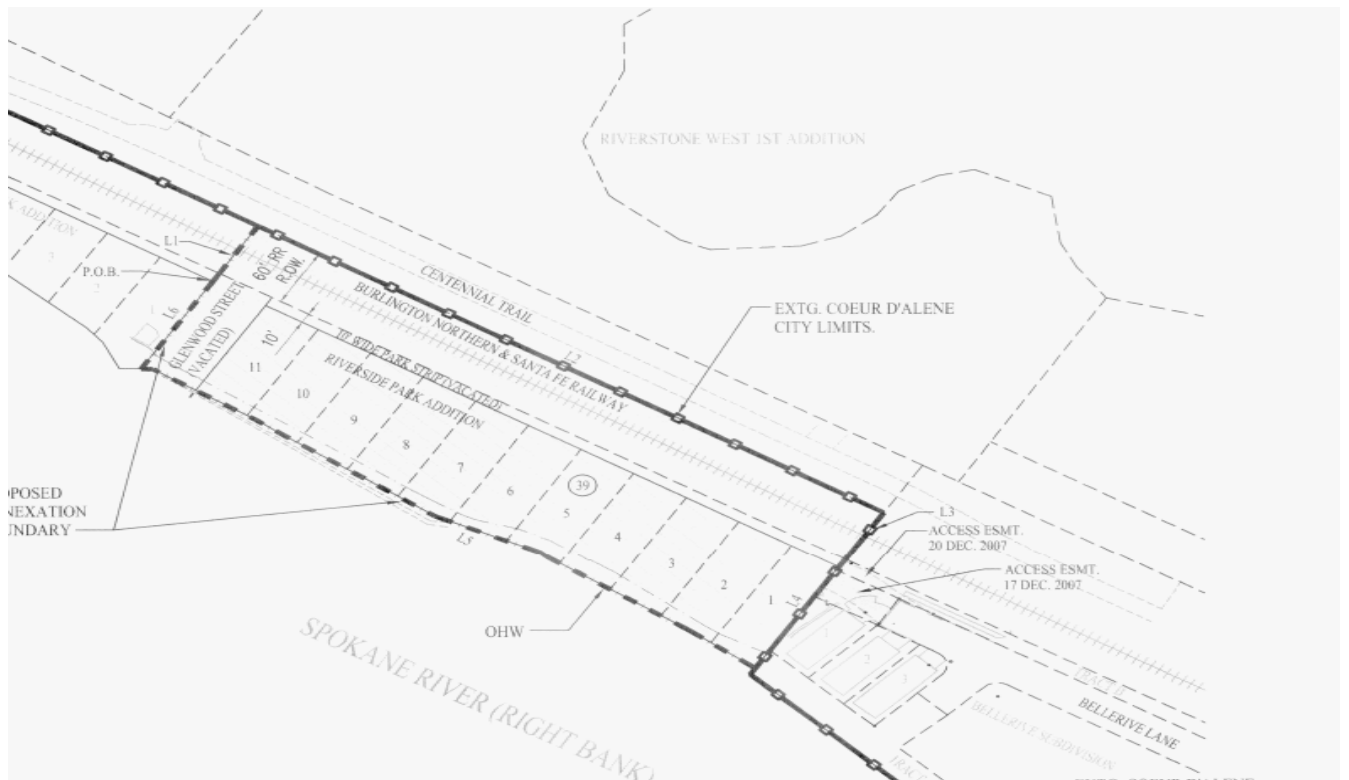
A. Aerial photo:



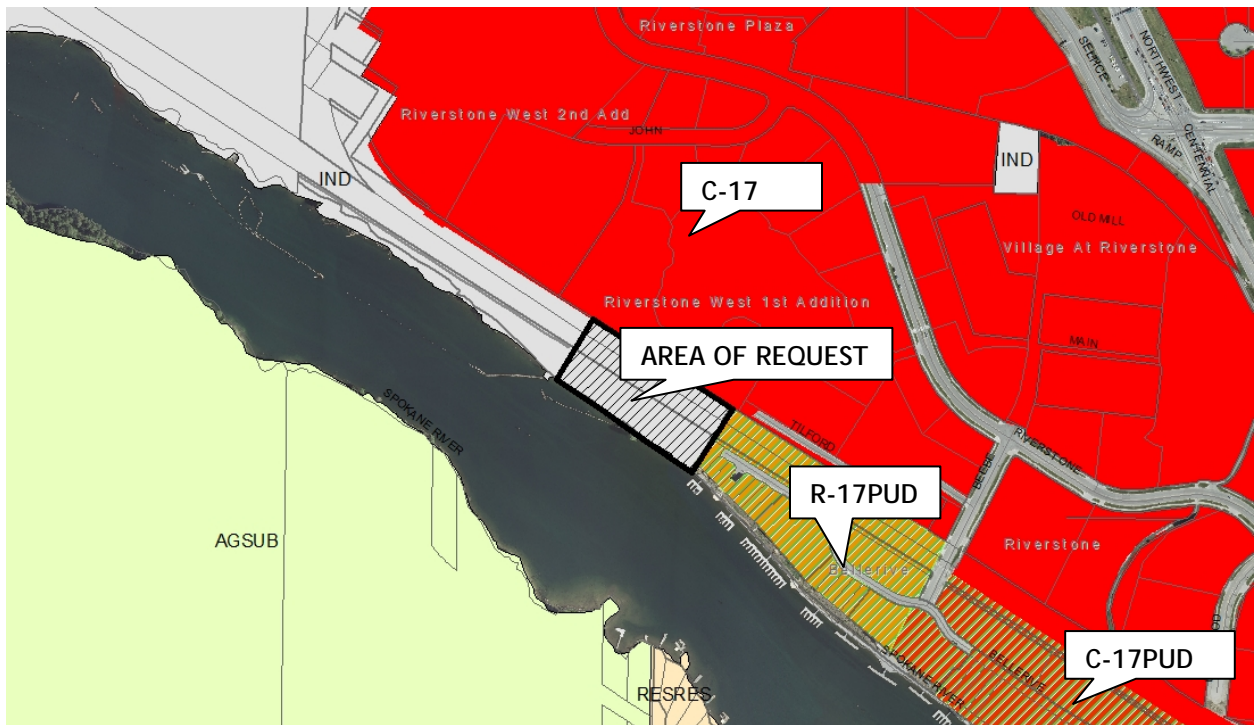
B. Site photo looking west from Bellerive Lane:



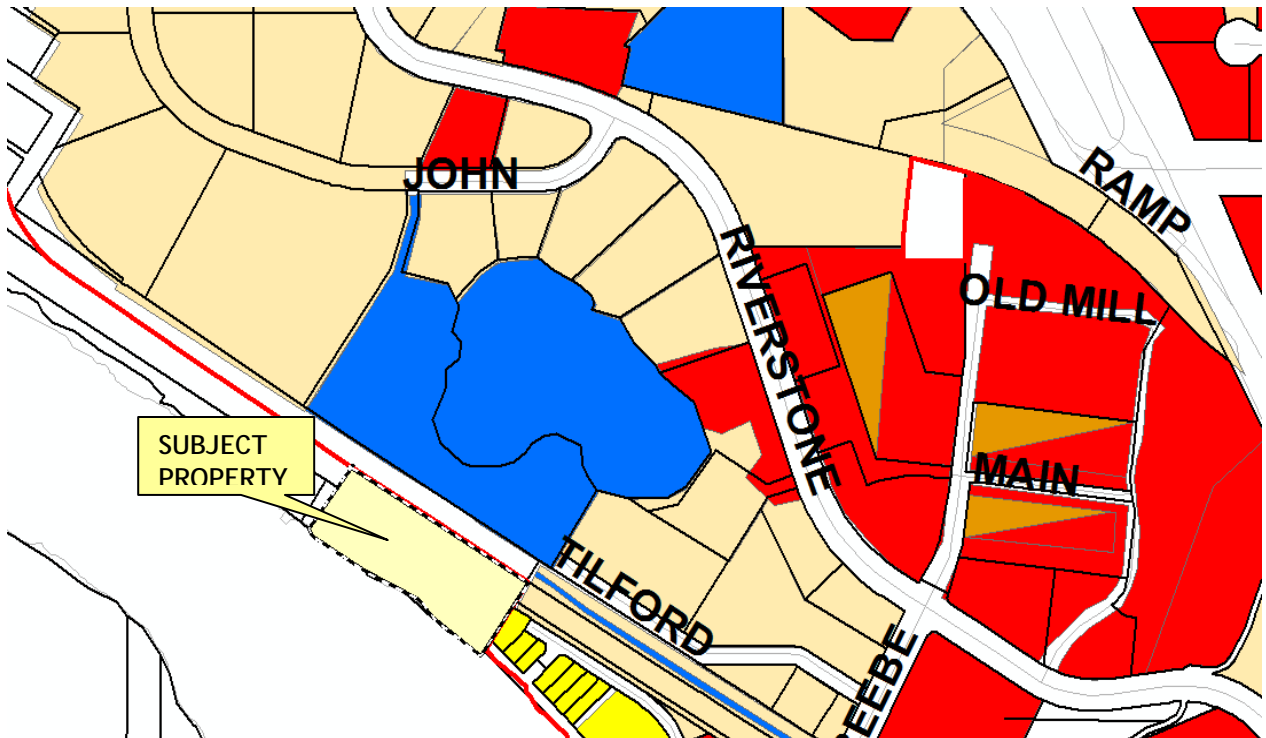
Annexation boundary:



C. Zoning:

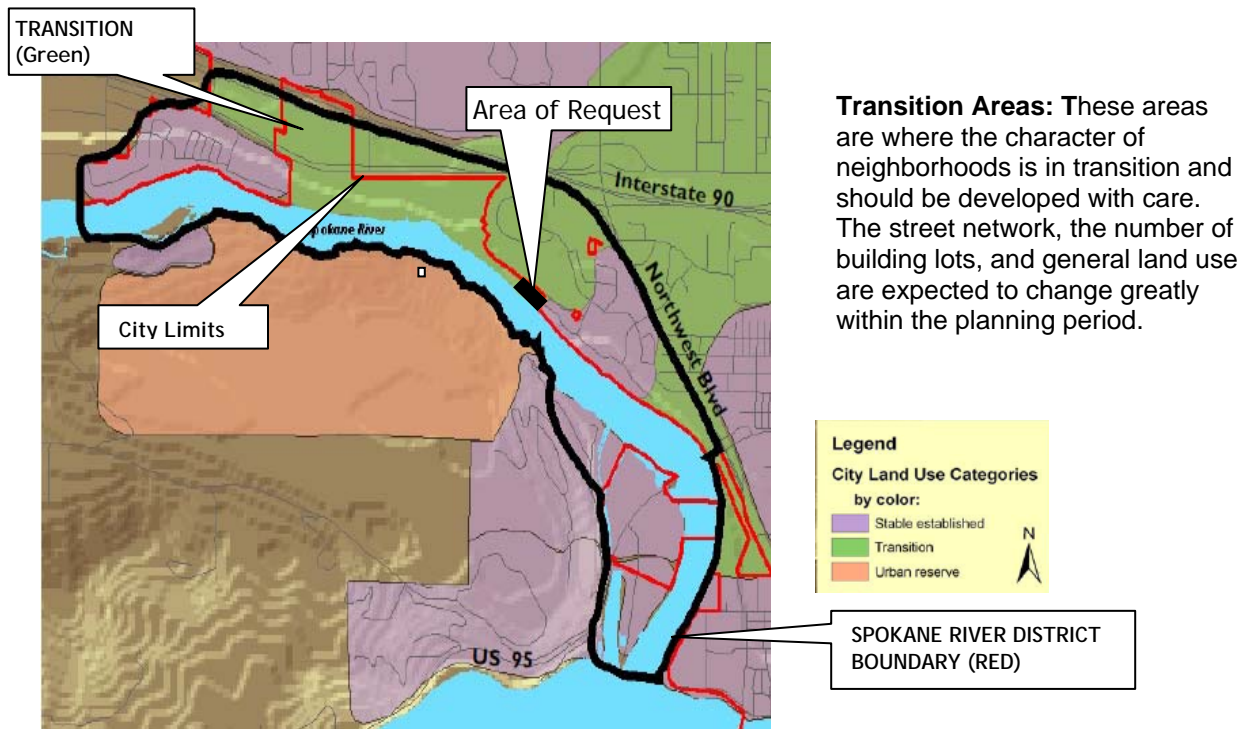


D. Generalized land use:





E. 2007 Comprehensive Plan – Transition– Spokane River District:



**Transition Areas:** These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots, and general land use are expected to change greatly within the planning period.

F. Applicant/ Owner : River's Edge Apartments LLC  
1402 E. Magnesium Rd. Suite 202  
Spokane, WA 99217

G. The subject property is vacant land.

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

I. The Planning Commission recommended approval of the request on August 9, 2011.

**PERFORMANCE ANALYSIS:**

A. Zoning:

The R-17 district is intended as a medium/high residential area that permits a mix of housing types at a density of 17 dwelling units per gross acre. This district is for establishment in those areas that are not suitable for lower density residential due to proximity to more intense types of land use.

This district is appropriate as a transition between low density residential and commercial districts, or as a buffer between arterial streets and low density residential districts.

**Permitted uses:**

- |   |   |
|---|---|
| <ol style="list-style-type: none"><li>1. single family housing</li><li>2. duplex housing</li><li>3. pocket housing</li><li>4. child care facility</li><li>5. community education</li><li>6. home occupations as defined in Sec. 17.06.705</li></ol> | <ol style="list-style-type: none"><li>7. essential services</li><li>8. civic administrative offices</li><li>9. multi-family housing</li><li>10. neighborhood recreation</li><li>11. public recreation</li></ol> |
|---|---|

**Uses allowed by special use permit:**

1. automobile parking for adjacent commercial use.
2. boarding house
3. commercial recreation
4. community assembly
5. community organization
6. convalescent home / nursing home
7. convenience sales
8. group dwelling
9. handicapped or minimal care facility
10. juvenile offenders facility
11. mobile home
12. noncommercial kennel
13. religious assembly
14. rehabilitative facility
15. residential density of R-34
- 16.3 unit per gross acre density increase. *(only for pocket housing)*
17. bed & breakfast facility
18. mini-storage facility
19. commercial film production

The zoning pattern (see zoning map on page 4) shows C-17, C-17PUD and R-17PUD zoning in the area surrounding the subject property.

Evaluation:     *The City Council, based on the information before them, must determine if the R-17 zone is appropriate for this location and setting.*

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

1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The City Comprehensive Plan Map designates the subject property as Spokane River District:

**Spokane River District Today:**

The Spokane River District is in a state of flux from its historic past use as a site of four major waterfront sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures.

Recent subdivisions aside, large ownership patterns ranging from approximately 23 to 160+ acres provide opportunities for large scale master planning.

The Spokane River is now under study by federal and state agencies to determine how the quality of the water may be improved. Through coordination with neighboring communities and working with other agencies, our planning process must include protecting the quality of the water from any degradation that might result from development along the river's shores.

Public infrastructure is not available in some locations and would require extensions from existing main lines.

### **Spokane River District Tomorrow**

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

#### **The characteristics of the Spokane River District will be:**

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees

#### **Significant policies:**

➤ ***Objective 1.03 – Waterfront Development:***

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

➤ ***Objective 1.0 – Waterfront Development:***

Provide strict protective requirements for all public and private waterfront developments.

➤ ***Objective 1.05 – Vistas:***

Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.

➤ ***Objective 1.11 – Community Design:***

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

➤ **Objective 1.12 – Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ **Objective 1.16 - Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

➤ **Objective 2.04 - Downtown & Neighborhood Service Nodes:**

Prioritize a strong, vibrant, downtown and compatible neighborhood service nodes throughout the city.

➤ **Objective 2.05 – Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking /biking distances.

➤ **Objective 3.01 – Managed Growth:**

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

➤ **Objective 3.05 - Neighborhoods:**

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

➤ **Objective 3.08- Housing:**

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

➤ **Objective 3.16 - Capital Improvements:**

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

➤ **Objective 4.02 - City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

Evaluation:

*The 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:

Sewer is available for extension but requested density cannot be easily met.

**Evaluation:**

Public sewer is available for extension from the eastern side of this property.

The ultimate intent of this gravity extension was to capture as much of the property of low elevation (north shoreline of the Spokane River) that could neither gravity (reach) to the Riverside Interceptor nor gravity (reach) to the Mill River Lift Station to the west.

An engineering review must be done of this lift stations current sold-capacity to determine if/when additional development-paid upgrades will be required.

Additionally, our hydrograph analysis of the Riverside interceptor has indicated that developer requests to sewer new property connecting to the Riverside interceptor is now limited to approvals of a density no greater than 11.8 Equivalent Residential Units (ERU's) unless the development increases the capacity of the interceptor.

*-Comments submitted by Don Keil, Assistant Wastewater Superintendent*

WATER:

Water service in this area is provided through a 12" main that is, functionally, a dead end line due to zone separation. Development that increases the water demand will need to be proceeded by an engineering study to determine if there is adequate water to the area for the proposed purpose. Necessary upgrades will be at the developer's cost. Any proposal will be required to extend the 12" main that runs on the south side of Seltice Way across their property for future extension as adjoining properties develop. Crossings may be required in Seltice Way to provide adequate looping.

*- Comments submitted by Terry Pickel, Assistant Wastewater Superintendent*

TRAFFIC & STREETS:

The subject property does not have direct access to a public street. The area proposed for annexation is accessed through an access easement across Bellerive Lane which is a private street, and, the adjoining Bellerive subdivision. No right-of-way has been proposed by the applicant.

**EVALUATION**

Deviations to the City standards for street design and ownership (public vs. private) will require the implementation of a P.U.D. (planned unit development) on the subject property.

*-Submitted by Chris Bates, Engineering Project Manager*

STORMWATER:

Due to the proximity to the Spokane River, strict adherence to erosion and sediment control Best Management Practices (BMP's) will be required. Any design work for the subject property will require the completion of a Stormwater Pollution Prevention Program (SWPPP) for the subject property

- Submitted by Chris Bates, Engineering Project Manager

FIRE:

The FD will address the water supply, hydrants and access as site plans are submitted.

-Submitted by Brian Halvorson, Fire Inspector

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

The subject property is 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 subject property is located just west of Bellerive Lane (R-17PUD) and south of Riverstone (C-17). Uses in this area include commercial uses, civic uses, single family homes (Residential), and vacant property.

Evaluation: *The requested R17 zoning would be compatible with the existing uses and character of the surrounding area.*

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

None.

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

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

**ACTION ALTERNATIVES:**

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

**JUSTIFICATION**

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

The area of request is adjacent to the existing City boundaries on the east and north sides, where the City is zoned as R-17PUD and C-17 respectively. Upon annexation into the City, the the site goals would be to follow the adjacent R-17PUD zoning and become a waterfront residential use, following the goals and policies of the City's Comprehensive Plan's "River District".

This annexation request is to annex 11 already platted lots (along with adjacent vacated parcels and railroad R.O.W.) into the City. It would be our intent to extend Bellerive Ln. and create several high-end luxury type homes similar to the adjacent home sites. Access to the Spokane River shoreline, within the area of request, shall be a priority by promoting protection and connectivity while efficiently using the adjacent land. If annexed into the City, the proposed development will follow City and State regulations to protect the Spokane Valley-Rathdrum Prairie Aquifer by managing & treating stormwater runoff. We believe that this annexation, when combined with a planned second larger annexation parcel to the west, will satisfy the goals and policies as outlined in the River District portion of the Comprehensive Plan. The area of request will also close the existing gap of unincorporated area that currently occupies the land along the waterfront, transitioning it towards the goals of the River District in the City's Comprehensive Plan.

Applicant: Rivers Edge Apartments, LLC  
Location: 2200 W. Bellerive Lane  
Request: A proposed 2.55 acre annexation from County Industrial to city R-17 (Residential at 17 units/acre)  
QUASI-JUDICIAL (A-3-11)

Planner Stroud presented the staff report, gave the mailing tally as: 0 in favor, 0 opposed, and 4 neutral, and answered questions from the Commission.

Commissioner Bowlby commented that the property does not have direct access to a public street and inquired if staff could explain.

Planner Stroud explained that the applicant will acquire an access easement across Bellerive Lane from the owner.

Commissioner Luttrupp inquired if staff could explain the comment stated in the staff report regarding parkland dedication.

Deputy City Attorney Wilson explained that he feels that comment was intended for another piece of property adjacent to this property. He explained that the process of dedicating open space/parkland issues is dealt with through the annexation agreement.

Commissioner Luttrupp commented from looking at the land use map in the staff report, that the other properties are a PUD and inquired if the applicant will request this at a future date.

Planner Stroud commented that the applicant told staff that they will also be submitting a PUD application at a later date.

**Public testimony open:**

Lanzce Douglass, applicant representative, E. 1402 Magnesium Road, Washington, commented that he does not have any more information to add and complimented staff on a great report. He inquired if the commission had any questions.

Commissioner Bowlby inquired if he knew the depth of the lots.

Mr. Douglass commented that they are 50 foot wide lots, with 200 feet of depth.

Commissioner Soumas inquired how access will be obtained for this property.

Mr. Douglass commented that he contacted Marshall Chesron, who owns the property, and gave his approval for an easement through his property. He added the next step is to talk with the homeowner's who live in the area.

Public testimony closed.

**Motion by Soumas, seconded by Bowlby, to approve Item A-3-11. Motion approved.**

**ROLL CALL:**

Commissioner Bowlby	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Soumas	Voted	Aye

Motion to approve carried by a 3 to 0 vote.

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

**A. INTRODUCTION**

This matter having come before the City Council on September 20, 2011 and there being present a person requesting approval of ITEM A-3-11, a request for zoning in conjunction with annexation from County Industrial (I) to City R-17 (Residential at 17 units/acre)

LOCATION: +/- 2.55 ac. parcel West of Bellerive and South of Riverstone

APPLICANT: River's Edge Apartment L.L.C

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

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

- B1. That the existing land uses are a Planned Unit Development (PUD), residential single-family, civic, commercial, and vacant land.
  
- B2. That the Comprehensive Plan Map designation is Spokane River District.
  
- B3. That the zoning is County Industrial.
  
- B4. That the notice of public hearing was published on September 3, 2011, which fulfills the proper legal requirement.
  
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
  
- B6. That 26 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 2, 2011, and \_\_\_\_\_ responses were received: \_\_\_\_ in favor, \_\_\_\_ opposed, and \_\_\_\_ neutral.
  
- B7. That public testimony was heard on September 20, 2011.

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

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

**Criteria to consider for B9:**

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

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

**Criteria to consider for B10:**

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

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

**Criteria to consider for B11:**

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

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of for 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.

---

MAYOR SANDI BLOEM

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

**A. INTRODUCTION**

This matter having come before the Planning Commission on August 9, 2011, and there being present a person requesting approval of ITEM A-3-11, a request for zoning prior to annexation from County Industrial to City R-17 (Residential at 17 units/acre)

APPLICANT: River's Edge Apartment L.L.C

LOCATION: +/- 2.55 ac. parcel West of Bellerive and South of Riverstone

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

- B1. That the existing land uses are a Planned Unit Development (PUD), residential single-family, civic, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Spokane River District.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on July 23, 2011, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 26 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on July 22, 2011, and 4 responses were received: 0 in favor, 0 opposed, and 4 neutral.
- B7. That public testimony was heard on August 9, 2011.  
The applicant was present.
- B8. That this proposal **is** in conformance with the Comprehensive Plan policies as follows:

**Objective 1.12- Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

There is connectivity with the existing trails and neighborhoods due to its proximity to the existing development directly to the southeast. Its part of a managed growth plan suitable for the housing proposed in the neighborhood, and this is a continuation with the existing neighborhood. It is compatible with the surrounding uses.

- B9. That public facilities and utilities will be or are available and adequate for the proposed use. This is subject to the proposed annexation and the work that's noted in the staff report for future development of water systems and sewer into the area.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because topography is suitable for the proposed use.



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

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:  
None.

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

**ROLL CALL:**

Commissioner Bowlby	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Soumas	Voted Yes

Commissioners Messina & Evans were absent.

Motion to approve carried by a 3 to 0 vote.



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CHAIRMAN BRAD JORDAN

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 3392, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 APPROPRIATING THE SUM OF ~~\$77,913,463~~ \$81,478,359, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,564,896; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINACE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3392, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$77,913,463~~ \$81,478,359, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2010.

Section 2

That Section 2 of Ordinance 3392; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

**GENERAL FUND EXPENDITURES:**

Mayor and Council-----	\$	209,702	
Administration-----		506,414	
Finance Department-----		685,549	
Municipal Services-----		<del>1,287,249</del>	1,289,749
Human Resources-----		240,728	
Legal Department-----		<del>1,373,662</del>	1,375,812
Planning Department-----		497,784	
Building Maintenance-----		<del>406,282</del>	1,150,189
Police Department-----		<del>9,396,597</del>	9,478,829
K.C.J.A. Task Force-----		36,700	48,700
C.O.P.S. Grant-----		219,250	
Byrne Grant-----		<del>155,186</del>	171,508
Byrne Grant - Equipment-----		<del>249,860</del>	326,768
Fire Department-----		<del>7,102,021</del>	7,491,546
General Government-----		<del>185,750</del>	928,742
Engineering Services-----		<del>1,161,422</del>	1,519,723
Streets/Garage-----		<del>2,092,253</del>	2,204,954
ADA Sidewalks-----		<del>214,617</del>	239,917

Parks Department-----	1,638,267	1,681,973
Recreation Department-----	755,512	761,912
Building Inspection-----	764,526	

**TOTAL GENERAL FUND EXPENDITURES:**      \$29,179,331      \$31,794,275

**SPECIAL REVENUE FUND EXPENDITURES:**

Library Fund-----	\$ 1,231,020	
Community Development Block Grant-----	336,746	
Impact Fee Fund-----	583,000	
Parks Capital Improvements-----	205,000	386,800
Insurance / Risk Management-----	206,925	653,077
Cemetery Fund-----	271,308	
Cemetery Perpetual Care Fund-----	98,500	
Jewett House-----	17,050	
Reforestation-----	2,500	45,500
Street Trees-----	57,000	
Community Canopy-----	1,200	
Arts Commission-----	6,450	
Public Art Funds-----	80,300	
Kootenai Metropolitan Planning Org-----	650,000	

**TOTAL SPECIAL FUNDS:**      \$ 3,746,999      \$4,417,951

**ENTERPRISE FUND EXPENDITURES:**

Street Lighting Fund-----	\$ 591,321	641,321
Water Fund-----	6,924,772	6,969,772
Wastewater Fund-----	18,915,393	19,115,393
Water Cap Fee Fund-----	850,000	
WWTP Cap Fees Fund-----	752,580	
Sanitation Fund-----	3,118,772	
City Parking Fund-----	176,957	261,457
Stormwater Management-----	1,573,460	

**TOTAL ENTERPRISE EXPENDITURES:**      \$32,903,255      \$33,282,755

TRUST AND AGENCY FUNDS:-----	2,562,000	
2006 GO BOND CAPITAL PROJECT FUND:-	7,853,000	7,752,500
DEBT SERVICE FUNDS:-----	1,668,878	

**GRAND TOTAL OF ALL EXPENDITURES:**      \$77,913,463      \$81,478,359

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 20<sup>th</sup> day of September, 2011.

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

ATTEST:

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

SUMMARY OF COEUR D' ALENE ORDINANCE NO. \_\_\_\_\_

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2010 - 2011

AN ORDINANCE AMENDING ORDINANCE 3392, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 APPROPRIATING THE SUM OF ~~\$77,913,463~~ \$81,478,359, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D' ALENE IN THE SUM OF \$3,564,896; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D' ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D' ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Annual Appropriation Amendment for Fiscal Year 2010 - 2011, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20<sup>th</sup> day of September, 2011.

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Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

September 9, 2011  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
John Bruning

**CITIZENS PRESENT**

Cynthia Taggart, Public Information Officer for Panhandle  
Health District and President of the North Idaho Public  
Information Network

**STAFF PRESENT**

David Townsend, Library Communications Coordinator  
Kirk Johnson, I.T. Network Administrator  
Pam MacDonald, Human Resources Director  
Jon Ingalls, Deputy City Administrator  
Steve Anthony, Recreation Director  
Mike Gridley, City Attorney  
Juanita Knight, Senior Legal Assistant

**Item 1. Contract with Fatbeam, LLC / Fiber Connection between City Hall and Fire Station No. 3  
(Consent Resolution No. 11-033)**

*Councilman Kennedy recused himself from discussion / voting on this item.*

Kirk Johnson is requesting approval of a Contract with Fatbeam, LLC to provide a dark fiber link between city networks. Mr. Johnson reported that the existing contract between the City and Zayo will expire January 1, 2012. Zayo has become non responsive in requests for quotes to renew the existing lease, and other attempts to negotiate leases with Zayo have increased MRC by \$250 on a five year term. Fatbeam, LLC is another provider that has their own fiber infrastructure. They are offering to provide the same segment for \$500 a month on a five year lease. Mr. Johnson noted that is one of the most aggressive prices they've been able to pick up on this section of fiber. Nothing comes as close as far as bandwidth in that price range.

Councilman Bruning asked what the advantage is having fiber between city hall and the fire station. Mr. Johnson stated that it's a lot of bandwidth as far as the computers and telephones talking to each other. It gives them a lot of flexibility in what they can set up out there, for instance, setting up the security cameras at the Fallen Heroes Memorial was very easy to do.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution No. 11-033 approving a Contract with Fatbeam, LLC to provide a dark fiber link between city networks.**

**Item 2. Contract Renewal with Kootenai Medical Center / McGrane Pool Use.  
(Consent Resolution No. 11-033)**

Steve Anthony is requesting authorization to renew the annual agreement between the City and Kootenai Medical Center for use of the Terrill Aquatic Center / McGrane Pool. This is an agreement that has been in existence for the past 8 years and in that time they've taught over 500 kids how to swim. This year they plan to begin a parent/ tot class and will have a special needs recreation class later in the evenings. A couple of changes to the agreement are that KMC has increased the per rental day fee by \$5.00 which will be absorbed in the participant registration fee. Secondly, staff is requesting the term of the agreement be extended to a two year term, rather than annually.

Councilman Bruning noted that all his grandkids have taken these classes and have done great.



Councilman Edinger asked if the city offers swim lessons at the KROC Center. Mr. Anthony stated that the KROC Center has its own swim lesson program.

**MOTION: by Councilman Edinger seconded by Councilman Bruning that Council adopt Resolution No. 11-033 renewing the annual agreement with KMC, to include the fee and term changes, for use of the McGrane pool for swimming lessons.**

**Item 3. Benefit Plan Changes / Renewal Rates.  
(Consent Resolution No. 11-033)**

Pam MacDonald is requesting Council approve the employee benefit plan changes and renewal rates. The benefit plan contracts include Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance; Long-term Disability and Magnuson, and McHugh & Company Flexible Spending Account.

Mrs. MacDonald explained the following changes are effective October 1, 2011 through September 30, 2012. The health coverage changes were recommended by the Medical Insurance Review Committee:

- Blue Cross Dental (self-funded plan) administration fee increase is 5% with services remaining the same. However, a recommended 12% increase to COBRA rates will place them in line with the actual Fiscal Year 2010/11 expenses.
- Willamette Dental increase is 5.5% with benefit coverage remaining the same.
- The three Group Health Options plans will have no increase with benefit coverage remaining the same.
- The United Heritage Life insurance and long-term disability premium cost will remain the same.
- There are no changes to the City's Flexible Spending Account with Magnuson, McHugh & Company, P.A.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution No. 11-033 approving employee benefit plan changes and renewal rates effective October 1, 2011 which include Group Health Options, Blue Cross of Idaho Dental, Willamette Dental, United Heritage Life Insurance; Long-term Disability and Magnuson, and McHugh & Company Flexible Spending Account.**

**Item 4. Memorandum of Understanding with Kootenai County / Joint Information Center Facility.  
(Consent Resolution No. 11-033)**

David Townsend is requesting the Council approve a Memorandum of Understanding with Kootenai County for the use of the Community Room at the Coeur d'Alene Public Library as a Joint Information Center in the event of a major emergency. Mr. Townsend explained that since 2007 Public Information Officers representing city, county, and state agencies along with PIOs from other organizations have been working to create what has become the North Idaho Public Information Network (NIPIN). This group was formed at the initiation of Cynthia Taggart, PIO for the Panhandle Health District, to be organized and trained to assist community responders in the event of a major emergency by providing the public accurate, timely, and useful information, minimizing rumors and distortion, and acting as liaisons to the news media.

As part of the process NIPIN has identified facilities in the community that have potential for use as Joint Information Centers in major emergencies if the facility at the Kootenai County Public Safety Building is, for some reason, not adequate for the purpose or becomes unusable due to the location or scope of the emergency. Previously used for a training exercise, the library Community Room has potential for such a use because of its size, flexibility of function, and information technology links.

Cynthia Taggart stated that the library community room was used for a practice exercise and it would always be her first choice facility as it is equipped with everything they need and is incredibly functional.

**MOTION: by Councilman Bruning seconded by Councilman Edinger that Council adopt Resolution 11-033 approving a Memorandum of Understanding with Kootenai County for the use of the Community Room at the Coeur d'Alene Public Library as a Joint Information Center in the event of a major emergency.**

The meeting adjourned at 12:21 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

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

FUND	BALANCE 7/31/2011	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2011
<u>General-Designated</u>	\$405,169	\$4,527	\$24,169	\$385,527
<u>General-Undesignated</u>	8,472,851	4,853,916	6,444,564	6,882,203
<u>Special Revenue:</u>				
Library	341,316	11,077	143,192	209,201
CDBG	48,231	116,955	17,670	147,516
Cemetery	54,041	25,651	32,162	47,530
Parks Capital Improvements	357,140	7,893	8,339	356,694
Impact Fees	2,415,977	23,139	340,974	2,098,142
Annexation Fees	135,936	58	59	135,935
Insurance	1,337,815	704	16,459	1,322,060
Cemetery P/C	1,808,973	40,733	1,380	1,848,326
Jewett House	12,320	1,915	1,483	12,752
KCATT	-			-
Reforestation	7,805	712	2	8,515
Street Trees	175,933	3,975	90	179,818
Community Canopy	409			409
CdA Arts Commission	991			991
Public Art Fund	93,701	40	38	93,703
Public Art Fund - LCDC	360,965	154	184	360,935
Public Art Fund - Maintenance	134,095	57	1,225	132,927
KMPO - Kootenai Metro Planning Org	(6,630)	210,949	213,678	(9,359)
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,267,127	6,268	900,023	373,372
LID Guarantee	49,714	66	30	49,750
LID 124 Northshire/Queen Anne/Indian Meadows	511	983		1,494
LID 127 Fairway / Howard Francis	8,544			8,544
LID 129 Septic Tank Abatement	11,120	1,089		12,209
LID 130 Lakeside / Ramsey / Industrial Park	3,634		630	3,004
LID 146 Northwest Boulevard	46,029			46,029
<u>Capital Projects:</u>				
Street Projects	(68,803)	340,641	3,961	267,877
<u>Enterprise:</u>				
Street Lights	(12,172)	43,698	41,821	(10,295)
Water	632,621	439,686	479,976	592,331
Water Capitalization Fees	1,374,802	41,616	678	1,415,740
Wastewater	5,337,559	556,425	1,343,903	4,550,081
Wastewater-Reserved	1,286,296	27,500		1,313,796
WWTP Capitalization Fees	828,330	39,539	315	867,554
WW Property Mgmt	60,668			60,668
Sanitation	(202,920)	304,445	256,905	(155,380)
Public Parking	675,212	20,504	3,672	692,044
Stormwater Mgmt	501,702	132,093	65,485	568,310
Wastewater Debt Service	39	370,245	370,241	43
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	167,438	209,535	167,438	209,535
LID Advance Payments	699	40	651	88
Police Retirement	1,411,063	24,529	18,730	1,416,862
Sales Tax	1,221	1,560	1,221	1,560
BID	182,257	6,544	76	188,725
Homeless Trust Fund	312	415	312	415
<b>GRAND TOTAL</b>	<b>\$29,720,041</b>	<b>\$7,869,876</b>	<b>\$10,901,736</b>	<b>\$26,688,181</b>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
ELEVEN MONTHS ENDED  
31-Aug-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2011	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$198,652	\$177,781	89%
	Services/Supplies	11,050	7,598	69%
Administration	Personnel Services	501,014	449,691	90%
	Services/Supplies	5,400	5,445	101%
Finance	Personnel Services	589,909	532,712	90%
	Services/Supplies	95,640	74,257	78%
Municipal Services	Personnel Services	839,218	764,437	91%
	Services/Supplies	434,031	378,101	87%
	Capital Outlay	14,000	13,979	100%
Human Resources	Personnel Services	208,728	190,697	91%
	Services/Supplies	32,000	18,176	57%
Legal	Personnel Services	1,281,435	1,160,790	91%
	Services/Supplies	92,227	68,946	75%
	Capital Outlay			
Planning	Personnel Services	471,884	425,650	90%
	Services/Supplies	25,900	7,732	30%
Building Maintenance	Personnel Services	279,307	276,872	99%
	Services/Supplies	126,975	116,781	92%
	Capital Outlay		533,714	
Police	Personnel Services	8,439,040	7,603,749	90%
	Services/Supplies	729,980	573,248	79%
	Capital Outlay	227,577	279,855	123%
Fire	Personnel Services	6,733,244	6,171,937	92%
	Services/Supplies	368,777	286,309	78%
	Capital Outlay		299,608	
General Government	Services/Supplies	185,750	185,828	100%
	Capital Outlay		451,429	
Byrne Grant (Federal)	Personnel Services	143,677	123,645	86%
	Services/Supplies	261,369	176,201	67%
COPS Grant	Personnel Services	219,250	172,478	79%
CdA Drug Task Force	Services/Supplies	36,700	28,560	78%
	Capital Outlay		11,577	
Streets	Personnel Services	1,647,053	1,518,576	92%
	Services/Supplies	445,200	407,817	92%
ADA Sidewalk Abatement	Personnel Services	171,317	117,317	68%
	Services/Supplies	43,300	53,713	124%

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ELEVEN MONTHS ENDED  
 31-Aug-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2011	PERCENT EXPENDED
Engineering Services	Personnel Services	433,372	397,290	92%
	Services/Supplies	728,050	591,372	81%
	Capital Outlay		20,768	
Parks	Personnel Services	1,218,463	1,048,064	86%
	Services/Supplies	419,804	293,970	70%
Recreation	Personnel Services	619,261	500,795	81%
	Services/Supplies	136,250	103,395	76%
Building Inspection	Personnel Services	740,176	658,493	89%
	Services/Supplies	24,350	15,049	62%
Total General Fund		<u>29,179,330</u>	<u>27,294,402</u>	<u>94%</u>
Library	Personnel Services	987,120	864,815	88%
	Services/Supplies	163,900	146,429	89%
	Capital Outlay	80,000	59,685	75%
CDBG	Services/Supplies	336,745	153,736	46%
Cemetery	Personnel Services	187,258	127,620	68%
	Services/Supplies	84,050	75,210	89%
	Capital Outlay			
Impact Fees	Services/Supplies	583,000	188,828	32%
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	205,000	176,772	86%
Insurance	Services/Supplies	206,925	580,359	280%
Cemetery Perpetual Care	Services/Supplies	98,500	89,053	90%
Jewett House	Services/Supplies	17,050	11,750	69%
Reforestation	Services/Supplies	2,500	45,162	1806%
Street Trees	Services/Supplies	57,000	45,456	80%
Community Canopy	Services/Supplies	1,200	1,354	113%
CdA Arts Commission	Services/Supplies	6,450	6,031	94%
Public Art Fund	Services/Supplies	80,300	38,577	48%
KMPO	Services/Supplies	650,000	398,333	61%
Total Special Revenue		<u>3,746,998</u>	<u>3,009,170</u>	<u>80%</u>
Debt Service Fund		<u>1,668,878</u>	<u>1,640,623</u>	<u>98%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
ELEVEN MONTHS ENDED  
31-Aug-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2011	PERCENT EXPENDED
Kathleen & Howard signal	Capital Outlay		91	
Govt Way - Dalton to Hanley	Capital Outlay	4,100,000	1,339,058	33%
Govt Way - Hanley to Prairie	Capital Outlay	2,950,000	10,000	
Govt Way - sewer & water LID	Capital Outlay	275,000		
Howard Street - North	Capital Outlay		148,517	
15th Street - Lunceford to Dalton	Capital Outlay	528,000	78,867	15%
15th St & Harrison signal	Capital Outlay		18,346	
Intersection of Hanley & US95	Capital Outlay		2,688	
Total Capital Projects Funds		7,853,000	1,597,567	20%
Street Lights	Services/Supplies	591,321	510,962	86%
Water	Personnel Services	1,454,865	1,342,896	92%
	Services/Supplies	3,736,407	1,207,111	32%
	Capital Outlay	1,733,500	966,806	56%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,162,045	1,929,466	89%
	Services/Supplies	5,388,738	1,585,882	29%
	Capital Outlay	9,875,500	8,681,984	88%
	Debt Service	1,489,110	1,117,900	75%
WW Capitalization	Services/Supplies	752,580		
Sanitation	Services/Supplies	3,118,772	2,856,521	92%
Public Parking	Services/Supplies	176,957	140,720	80%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	417,723	381,518	91%
	Services/Supplies	650,737	338,204	52%
	Capital Outlay	505,000	189,449	38%
Total Enterprise Funds		32,903,255	21,249,419	65%
Kootenai County Solid Waste		2,200,000	1,751,611	80%
Police Retirement		213,500	178,364	84%
Business Improvement District		142,000	90,200	64%
Homeless Trust Fund		6,500	4,600	71%
Total Fiduciary Funds		2,562,000	2,024,775	79%
TOTALS:		\$77,913,461	\$56,815,956	73%