

Coeur d'Alene

CITY COUNCIL MEETING

June 6, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

CONSENT CALENDAR

A JOINT CITY COUNCIL/LCDC MEETING
HELD ON MAY 9, 2006 AT 12:00 NOON
AT CITY HALL

Sandi Bloem, Mayor

Ron Edinger) Members of Council Present
Dixie Reid)
Deanna Goodlander)
Woody McEvers)
Mike Kennedy)

Charles Nipp, LCDC Chairman

Dave Patzer) Members of LCDC Present
Paul Anderson)
Brad Jordan)
Jim Elder)
Denny Davis)
Rod Colwell)

Staff Present: LCDC: Tony Berns, Executive Director; CITY: Susan Weathers, Mike Gridley, Troy Tymesen.

EDUCATION CORRIDOR MASTER PLANNING: Executive Director Tony Berns reported that the Education Corridor’s RFQ for Master Planning has been advertised with the meeting to do the first round of review planned for next week. Following the first review meeting, the consultants will then present a time line for completion of the study. It is hoped that the project begins some time in June. Tony noted that Education Corridor consultant costs will be split as follows: \$20,000 from the City of Coeur d’Alene, \$50,000 from LCDC, and U of I, LCSC and NIC will pay \$5,000 each. Paul Anderson noted that, for the last 3 years, the Spokane Chamber makes a journey to Washington D.C. every April to meet with all the delegations from Washington and Idaho, specifically talking about setting the stage for receiving funds. From his perspective, he believes it would be prudent for us to pursue the same route for possible funding for such items as street. Jim Elder asked if the Chamber is a partner in the Education Corridor Master Planning effort. Tony responded that they have not initially been involved. Denny Davis suggested inviting the Chamber to participate in some of the planning process. Deanna believes LCDC and the City should get the Chamber involved since it relates to the economic health of the city. Edinger asked about KMPO’s involvement. Dixie responded that they focus on transportation issues – there may be a time when we need to bring them up to speed on what we are doing, but they don’t necessarily have to be involved in the process. She noted that the Spokane area was successful in getting about \$40,000,000 in Federal Funding for the “Bridging the Valley” project. Tony note that between him and Wendy Gabriel they will keep everyone apprised of the progress.

AFFORDABLE HOUSING ASSESSMENT: Tony Berns reported that there is a triad partnership between LCDC, Idaho Housing and Finance and the City to assess the housing needs for affordable housing in our community. We have chosen the BBC Consulting firm out of Denver who will be here next week to meet with staff in order to help define the scope and needs analysis for this issue. He noted that the \$45,000 cost is being split between the three entities. He added that the review will focus on the Coeur d'Alene area. Charlie Nipp commented that the LCDC had discussed the issue of affordable housing in our community and decided that this consultation will provide them with an education of what exactly the issues are and what steps need to be taken. Ron Edinger asked if the County had shown any interest in affordable housing in the past. Jim Elder responded that this has been a concern of the County Commissioners for some time.

Paul Anderson noted that from an economic perspective affordable housing is a huge factor for employers as they look at available housing close to their facilities for their employees. He believes that this is an issue that we need to address up front. Charlie believes that we need to understand the issues and then put solutions in place for the sake of the community. Mike Gridley noted that the colleges are having trouble recruiting professors due to the cost of housing in our area, which is not the usual group of professions when looking at the concerns for affordable housing. Deanna also noted that the school districts are having the same problem. Paul noted that the Shoshone Hospital is getting into the housing business due to the current cost of housing. Brad noted that currently the housing market is stabilizing.

LCDC PUBLIC/PRIVATE PARTNERSHIP PROJECTS: Tony Berns distributed a one-page spread sheet showing the different funding projects including how much they have dedicated to spend on each project, how much has been spent to date and how much is left to spend. He noted that the approved funding for the Lake District has approximately \$3 million left to spend. He noted that although they have not yet been approached, they are aware of developers that will be approaching LCDC for funding. Councilman McEvers asked how does the \$14,000,000 in funding work and how do we get the money. Mr. Berns explained that the funding dedicated to a project must come from the property taxes received on the developments in their particular districts. Dixie Reid asked Tony Berns to explain why we do not give the full increment back to the developer. He noted that a certain percentage is retained for the use in operating LCDC and the only project that was given back 100% was the Chamber project. Charlie Nipp noted that LCDC will give funds that match value of the project only when the value has been created. So, if for some reason these do not develop and create the value as the developer projected, the district stops and they don't receive the money. He further explained how they compute the value for these districts. Tony noted that the only exception was the US Bank project; however, that was secured with a letter of credit from the developer with the bank. Rod Colwell explained how they project where they think they are going to be financially by the end of the fiscal year. Tony noted that they are very conscious about the type of projects coming forward, such as Riverstone West, who are asking for a lot of help with public improvements and the board has been very engaged in how this will be built, so they are very mindful and they try to get their hands

around the project to make sure it will succeed. Jim Elder explained the process for awarding funding to projects and how these projects progress through the various subcommittees of LCDC. Woody asked about value and how the workforce housing fits into the overall funding picture. Jim Elder noted that these are two different types of projects in regards to value. Charlie Nipp noted that in order to get workforce housing, it will need to be a partnership between private and public funding where there is some kind of subsidy for these types of projects. Mike Kennedy asked, if the workforce housing were subsidized by LCDC, would the housing have to be constructed within the project. Paul Anderson responded that the project would have to be located within the district that subsidized the housing. Ron Edinger asked if they have turned down many projects and are they in competition with the banking institution. Rod Colwell noted that on the banking side LCDC is not in competition in that they help make the project more bankable for financing the project. He added that LCDC has turned down projects in the past. Charlie added that LCDC is also asking, does the project really need LCDC help, and if so the question then becomes would this project happen even if LCDC weren't here which sometimes is a hard call.

LIBRARY FUNDING: Troy Tymesen reported that the opening of the bids for the construction of the Library as completed last Thursday. He reported that the lowest bid was just \$16,000 less than the second lowest bidder. He distributed a spread sheet showing the deficit in funding to complete the construction of the building. This deficit does not include the land, furniture, fixtures or equipment. He noted that from the estimate made to construct the building and today's cost for construction, the cost has increased 14%. The bottom line funding gap is \$847,779.00. He noted that the total funding does not include furniture, fixtures and equipment (FF&E's); however, the projected cost for FF&E's is about \$200,000 higher than what the City would probably pay. He added that the Foundation has implied that as they move they would commit an additional \$300,000 towards the \$847,779 gap. Mr. Tymesen requested \$250,000 from LCDC and the remaining deficit would be made up from the City's budget. He noted that this is a one-time funding request. John Hippler pointed out the bids are good and believes that they are not going to get any better. He noted that the Foundation does believe that the \$300,000 is doable and they are willing to take responsibility for this amount. Charlie Nipp believes that this is a significant building for the community and with that he would be in favor of LCDC supporting this project and is in support of doing \$50,000 a year over the next 5 years. Dixie Reid asked where is the City going to get the rest of the money. Troy Tymesen responded that he would have to find the remaining amount in the City's budget. Dixie Reid voiced her concern of where this money would come from. She asked what program/project would not be able to be funded, if the City committed to pay the \$300,000. Mr. Tymesen noted that the asset we are looking at is a long term asset. He believes that this one-time money is easier to budget than funding additional employee positions. He noted that there is a fund balance which could be used to help pay for this one-time funding. Additionally, we could look at parking funds and stormwater funding. Dixie Reid then noted that the Council has discussed about whether or not the tax payers would have to fill the gap between the funding amount the Board is trying to pay and the pledges that will need to be collected. Mr. Tymesen responded that not all the money that comes into the City comes from tax payers. Councilman Reid

further asked that if we are funding that gap, what is the City not going to have funding for in order to plug the gap between the time of construction and when the pledges come in, in other words does that mean we don't hire people, we don't fix the streets. Troy Tymesen noted that the pledges will be designed to pay back the interim borrowing and we would set up that funding mechanism. Dixie Reid then asked what happens if the pledges don't come through, would the City would need to make that funding difference. Deanna Goodlander noted that this is a building that would be owned by the tax payers. Dixie Reid responded that she understands that but, as a public officials, the Council needs to understand the funding issues and she also noted that when we went to the taxpayers for the bonding of the \$3,000,000 we promised would not go back to them for any further funding. Ron Edinger noted that there is a shortfall of \$847,000, and that this shortfall does not include the minimum of \$200,000 for FF&E's, so we are really looking at a City shortfall of \$500,000 to \$550,000. He believes that we would be betraying the taxpayers of this community since it was said, yes we will go for a \$3,000,000 bond, but that was it and we would not use other monies out of the general fund or out of other departments to do the library. He noted that the foundation promised to raise the money for the library, John Hippler responded that he believes that they have fulfilled their obligation of fund raising. Ron Edinger reiterated that he honestly feels that in a clear conscience that we would be doing a disservice to the tax payers to take money out of other departments and that the foundation said they would raise the money for the library and that hasn't happened and instead of being \$300,000 short we are looking at \$500,000 to \$550,000 shortfall. He appreciates all that the people have done to raise the money and they have worked hard to do that, but he cannot support taking money from other departments to do this project. Sandi Bloem noted that Mr. Tymesen has made an offer to come back to the council on how this can be done without affecting the outcome of the strategic planning session, and as a council, we need to allow him to move forward. She believes that 67% of the citizens said that they want a new library and if we need to move into a new library without new FF&E's, so be it. She noted that today we have a \$60,000,000 asset in the Kroc Center that will be placed on property we thought we couldn't afford at the Ramsey property site.

Motion by Mike Kennedy seconded by Dixie Reid to direct Troy to come back with a funding plan for the construction of this library.

DISCUSSION: Mike Kennedy believes that the Library foundation is willing to continue the fund raising process. He noted that when he talked to the voters during the bond election, voters asked when this was going to get done. So from his perspective, he believes it is important to be clear about our concerns and about the pitfalls, but we need to move forward with the construction of this library. Deanna Goodlander noted that when Cheery Hill came up for sale, the City said they didn't have the money but they found it and look at the asset today. She believes that this a beautiful building and it needs to be constructed and to provide our citizens with a building they desperately need. Dixie Reid commented that she hoped that no one misconstrued what she had said, and she wants the library to go forward, but it's a decision that cannot be made today and she also believes LCDC needs to look at their budget to see if they can commit to the

funding. She added that she is confident that we will funding for this project we just need a good understanding of how Mr. Tymesen will find the funding.

Motion carried.

Motion by Jim Elder, seconded by Brad Jordan to have LCDC proceed with the funding of the Library at \$50,000 per year over the next 5 years. DISCUSSION: Charlie Nipp believes that to not move forward at this time, the citizens would wonder why and he would encourage the council to proceed with this project. Dixie asked where is LCDC going to pull \$50,000 from our budget. Tony Berns responded that they have a \$70,000 fund. Motion carried.

MIDTOWN DEVELOPMENT; Tony Berns reported that LCDC is still working on the development of Midtown with LCDC purchasing another piece of property. This will be combined with the other assets in order to create value in Midtown.

GARDEN AVENUE: Mr. Burns reported that LCDC has put this on hold until LCDC can see all the other funding requests.

RECESS: Motion by Dixie Reid, seconded by Mike Kennedy to recess to 5 p.m. in Plummer, Idaho. Motion carried.

The meeting recess to 1:20 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
MAY 16, 2006

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall, May 16, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Deanna Goodlander)	
Mike Kennedy)	
Loren Edinger)	
Dixie Reid)	

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

PLEDGE OF ALLEGIANCE: Councilman Goodlander led the pledge of allegiance.

PUBLIC COMMENTS:

LIBRARY FUNDINGS: Chris Luther, 823 Bancroft Avenue, spoke in support of the new library. She encouraged the Council to approve the funding. Kathleen Sayler, Library Trustee, spoke in support of the new Library. Ruth Pratt, 3936 E. Mullan Trail Road spoke in support of funding the new library. Denny Davis, Co-Chair of the Bond Election Committee, also spoke in support of the Library facility. Elaine Smith, 1222 N. 6th, also spoke in support of the new Library.

Motion by Reid, seconded by Kennedy to bring Library issue forward on the agenda.
Motion carried.

LIBRARY FUNDING UPDATE: Finance Director, Troy Tymesen, reported the sources of City funding that could be used for the new Library facility included \$40,000.00 from the Wastewater Fund, \$20,000.00 from the Stormwater Fund, \$20,000.00 from the Street Overlay Fund, and using \$217,779 from Fund Balance. Councilman Hassell questioned where the funding would come from in the event that the sale of the Library property did not occur immediately. Mr. Tymesen responded that he would create an interfund loan. Councilman Edinger noted that the Library Foundation has stated that they have raised \$3,000,000 for the Library yet the report states only \$2,000,000. Ruth Pratt explained \$1,000,000 difference was used for the Foundation's expenses. Councilman Edinger asked what happens if the Library Building does not sell for the \$1,000,000. Troy Tymesen responded that we would look at the Fund balance to make up the difference. Councilman Goodlander asked if the City will be adding to the Fund Balance again this year. Mr. Tymesen responded that thanks to the conservative

use of funding by the Management Team, he foresees an addition to the Fund Balance. Councilman Edinger asked if there is money for change orders. Troy Tymesen responded that change orders are not normally added to the budget; however, he noted that construction of Fire Station No. 3 came in under budget and on time even with change orders. Councilman Hassell asked if there was any debt on the property for the new library site. Troy responded that there is a debt of \$820,000. Councilman Hassell asked what provision has been made for that debt. Mr. Tymesen responded that LCDC is responsible for that debt to the lender. Councilman Kennedy asked if any funds will be taken out for any priorities or any programs proposed by Department Heads. Mr. Tymesen noted that no funding has been used from priority projects to pay for this project. Councilman Hassell asked if this included any FF&E's (furniture, fixtures and equipment). Troy Tymesen noted that it does not include FF&E's but rather the Library Foundation will continue to fund raise for the Furniture, Fixtures, and Equipment. Councilman Goodlander noted that the Library has fixtures and furniture that can be moved from the current Library. Councilman McEvers asked why are we using funding from the Stormwater account and Overlay account. Mr. Tymesen noted that there are some Stormwater deficiencies in this area and the overlay funding was from the Front Avenue Overlay project. Councilman McEvers asked if the architects would be willing to do a 10% discount to help cover the deficit. Councilman Edinger noted that the taxpayers will be paying the G.O. Bond and LCDC is paying the deficit from taxpayer dollars, he then asked if there has been any talk about cutting back costs on this project to make up the difference. Troy Tymesen responded that he has continually asked the Library facility group how we could save dollars and believes that this building is as efficient as it can be made for a 38,000 sq. ft. building. Councilman Kennedy noted that the original DeBartolo study had the building at 45,000 sq. ft. and so the Foundation and Board have reduced the size of the building as far as it could be and still be functional. Councilman Edinger noted that a recent editorial in the newspaper had suggested scaling back the building.

Councilman Reid reported that this Council has been working for a new Library since 1991 and we are now on the brink of constructing this facility and every day that we delay it will cost the City more money so we need to move now.

MOTION: Motion by Goodlander, seconded by Reid to authorize the Finance Director to allocate the funds as presented for the construction of the Library building.

DISCUSSION: Councilman Edinger believes that, with a clear conscience and with the tax payers in mind and using some common sense, he is going to have to vote against this motion. Councilman Kennedy read a letter from Tom Taggart in support of this project and urged that the City move forward with the construction of this facility. Councilman Goodlander commended Renata McLeod for all her effort in this project. Councilman McEvers commented that, as with other projects, this is a good investment. Councilman Edinger noted that he is not against the Library. Mayor Bloem commented that this Council has held the highest standards for other departments and now is the time to raise the standard for the Library.

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

RESOLUTION 06-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF LEONE & KEEBLE THE BID FOR THE CONSTRUCTION OF THE COEUR D'ALENE PUBLIC LIBRARY.

PUBLIC COMMENTS: Dean Haagenson, 3133 Lancaster, Hayden, of Contractors Northwest, commented that he believes that there are irregularities in this bid and urged the Council to reject the bids for the following reason: The low bidder used an electrical contractor in violation of Idaho Law by saying that they would buy some of the supplies for the electrical subcontractor. He suggested that the building project be re-bid and divide the project into two bids – one for the facility and one for the exterior grounds improvements. If the Council does approve the bid, he requested that it be contingent upon the Public Works Contractors Licensing Review Board's ruling on this issue. Scott Fisher, 1834 E. Sundown Drive, project architect from Architects West, took exception to Mr. Haagenson's statements about the electrical contractors and he reported that he had spoken with the Director of the Public Works Contractors Licensing Bureau that what the electrical contractor did is not against the law. Secondly, he argued that a re-bid would take longer than 2 weeks to complete, and this delay would realize another 5-10% project increase in construction costs. Finally, he noted that the low bid contractor has a proven record and would do a good job for the City. Councilman Reid asked if there is a completion for this project. Scott Fisher responded that there is, June of 2007. Tom Hansen, President of Walker Construction, 7804 N. Washington, Spokane Washington, noted that in Washington there is no mechanism for assuring the credibility and financial stability of subcontractors. He noted that Gropp Electric did not even know how big a project his license allowed him to bid. He also requested that the Council reject the current low bid and accept his bid as low bidder. Councilman Hassell noted that the low bid includes the cost of the fixtures not just with the electrical subcontractors bid and so their bid does include all the costs of the construction of the Library. Mr. Hansen agreed that their bid does include all the costs for the bid but he had to increase his bid by \$50,000 so he could go with another electrical subcontractor. Deputy City Attorney Warren Wilson reported that he has discussed this issue with State officials and since the City did not do pre-qualifications, we are required by law to go with the lowest responsive bidder or reject all bids. He also noted that it is against the law for a subcontractor to submit a bid higher than their license allowed. He added that the bid the electrical subcontractor provided Leone and Keeble was within the limits of their license. Mr. Wilson commented that the bid specifications provided that the general contractor bidding on the project could define the scope of work for each of their subs and Leone and Keeble, knowing the licensing limits of Gropp Electric, submitted a bid limiting the scope of work of Gropp Electric. The Idaho Public Works Bureau believes that this is a legitimate bid. The Idaho Public Works Bureau does believe the bid that Gropp Electric

gave the other bidders was against their licensing limits and will be pursuing a fine against Gropp Electric.

Councilman Reid expressed her concerns of using Gropp Electric. Warren Wilson noted that their bid was within their licensing limits and so the General Contractor is responsible for the cost not included in the subcontractor's bid and thus the work is secured under the General Contractor's bond. Councilman Hassell asked if the City were to award this bid, would the City end up in the middle of a controversy. Warren Wilson believes that we are on a solid footing to award this bid to Leone and Keeble. Councilman Reid asked that if we rejected all bids, we would be rejecting a qualified low bidder. Warren Wilson responded that he is not sure what legal standing the City has in this scenario; however, after his research, he believes there is no reason for the City not to award the Bid to Leone and Keeble. Mike Gridley also noted that the City will have a performance bond from the General Contractor. City Attorney Mike Gridley also commended Warren Wilson for his thoroughness with his research on this issue. Dean Haagenson rebutted that he hoped that the Council understood the precedent that they are setting here tonight and he does not feel this is a fair bid process. He also noted that the contract has a mathematical error on page 3 in the amount of \$90,000.00. He also added that he would argue that there would not be a 5-10% increase in the cost of the project if it were re-bid.

MOTION: Motion by Reid, seconded by Goodlander to adopt Resolution 06-034.

DISCUSSION: Councilman Goodlander commented that she is not comfortable with this bid award. Councilman McEvers believes that the lowest bidder was thinking outside the box. Councilman Hassell noted that right or wrong we are changing the way bids will be submitted and we will have to watch our future bids. Councilman Reid noted that our legal counsel states that we have a legal bid and so does the State, so for us to throw this bid out, we would probably end up in a law suit, additionally the General Contractor is bonding for the work to be done.

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

DOG PARKS: Tiffany Wolf, 613 Indian Avenue, believes that there is a need for a dog park and asked the Council to consider a dog park. Mayor Bloem noted that the Parks Department is doing a master plan and staff will forward her request for consideration in the planning process.

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

1. Approval of minutes for May 2, 9, 2006.
2. Setting of the Public Works Committee and General Services Committee meetings for May 22, 2006 at 4:00 p.m.
3. RESOLUTION 06-031: A RESOLUTION OF THE CITY OF COEUR D'ALENE,

KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF S-1-94
ACCEPTANCE OF IMPROVEMENTS WITH MAINTENANCE / WARRANTY
AGREEMENT FOR COEUR D'ALENE PLACE, 14TH ADDITION.

4. SS-16-05 - Final Plat approval of Rosy's Condominiums
5. Approval of Cemetery Lot repurchases from Theresa Forester and Lorraine Blythe (Lot 202, Block H, Riverview) Vivene Near (Lot 590, Block C, Riverview) and James Hoss (Lot 229, Block H, Riverview).
6. Approval of bills as submitted to and on file in the City Clerk's Office.
7. Setting of public hearings: A-3-05 (17.5 acre parcel) between Seltice Way and I-90 for June 20, 2006; and ZC-4-06 Zone change at 647 E. Best Avenue for June 20, 2006.

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

COUNCIL COMMENTS:

"BIKE TO WORK WEEK": Hugo LeComte, the City's Trail Coordinator, presented a television Public Service Announcement promoting "Bike to Work Week". He noted that trips of three miles or less take less time than a vehicle and trips from 3-7 miles take the same time as a vehicle. He added that the "Bike to Work Week" began on May 15th with "Bike to Work Day" occurring on Friday, May 19th. He thanked Councilman McEvers, David Hern and Mike Gridley for their help in putting this video together. Councilman Hassell cautioned area drivers to use be more aware of cyclists on the road. Councilman Goodlander expressed her appreciation for Hugo's efforts in getting the City's Bikeways Trail Plan up and going. Councilman McEvers noted that Hugo did a great job in creating the video.

SUMMIT MEETING OF THE KOOTENAI ALLIANCE FOR FAMILIES:

Councilman Kennedy announced that there will be a summit meeting tomorrow evening to discuss the various growth issues facing our area. The meeting will be held at 3:00 p.m. in Post Falls.

ARMED FORCES DAY: Councilman Kennedy announced that on Saturday, May 20th, Post Falls will host the first Armed Forces Day celebration.

2006 AIC CONFERENCE VOTING DELEGATES: Motion by Edinger, seconded by McEvers to appoint Councilman Hassell as the City's voting delegate to the 2006 AIC Conference and Councilman Goodlander as the alternate delegate. Motion carried.

APPOINTMENTS- ANIMAL CONTROL ADVISORY BOARD: Motion by Goodlander, seconded by Edinger to appoint Dale Johnson, Kootenai County Animal Control, to the city's Animal Control Advisory Board. Motion carried.

RESOLUTION NO. 06-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH MIG, MOORE, IACOFANO, GOLTSMAN, INC., ITS PRINCIPAL PLACE OF BUSINESS AT 815 SW SECOND AVENUE, SUITE 200, PORTLAND, OREGON 97204, FOR THE PURPOSE OF UPDATING THE PARKS AND RECREATION MASTER PLAN.

Parks Director Doug Eastwood gave the staff report regarding the contract for consulting services to develop the Parks and Recreation Master Plan. Councilman Edinger asked how staff selected this company for the contract award. Doug Eastwood reviewed the Request for Proposal process for this contract. Councilman Reid inquired as to what the time frame was for completing this project. Doug Eastwood responded that it is to be completed within a 12-month time period.

Motion by Hassell, seconded by Kennedy to adopt Resolution 06-032.

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

PLANNING COMMISSION REPORT ON COMPREHENSIVE PLAN:

Councilman Reid requested an update on where the Planning Commission is on the Comprehensive Plan.

RESOLUTION NO. 06-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR CONSTRUCTION OF A PORTABLE RESTROOM SHELTER AT PHIPPENY PARK, WITH GINNO CONSTRUCTION ITS PRINCIPAL PLACE OF BUSINESS AT 106 E. POPLAR AVENUE, COEUR D'ALENE, IDAHO 83814.

Motion by Hassell, seconded by Edinger to adopt Resolution No. 06-035.

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

RESOLUTION 06-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES FOR FOOD AND/OR ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

DISCUSSION: Councilman Reid voiced her concern of having a ¼” lip placed in the City’s sidewalks as it could cause a tripping hazard. Warren Wilson responded that the code requirements indicate that it must be a flush style stanchion base. Councilman Hassell asked if seating is going to be allowed at the curbs. Jon Ingalls responded that it will be a negotiation process and this policy applies only to major restaurants/alcoholic service businesses and other smaller food service businesses will be reviewed on a case-by-case basis.

Motion by Goodlander, seconded by Edinger to adopt Resolution 06-033.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by Reid to enter into Executive Session as provided by I.C. 67-2345, Subsection C: to conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency
ROLL CALL: Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye. Motion carried.

The Council entered into Executive session at 8:35 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney and Finance Director.

Matters discussed were those of property acquisition. No action was taken and the Council returned to their regular meeting at 9:02 p.m.

NAMING OPPORTUNITIES: The Council discussed the need for a policy addressing naming opportunities.

ADJOURNMENT: Motion by Goodlander, seconded by Reid that there to recess this meeting to May 18, 2006 at 12:00 noon in the Council Chambers. Motion carried.

The meeting recessed at 9:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE
CITY COUNCIL OF THE CITY OF COEUR D'ALENE,
IN JOINT SESSION WITH THE PARKS FOUNDATION
HELD AT COEUR D'ALENE CITY HALL ON
MAY 18, 2006

The Mayor and City Council met in a continued session as part of a joint workshop with the Parks Foundation on May 18, 2006, at 12:00 noon, there being present upon roll call a quorum of the Council.

Mayor Sandi Bloem)	Absent
Ron Edinger)	Members of the Council Present
Dixie Reid)	
A. J. Hassell III)	
Woody McEvers)	
Deanna Goodlander)	
Mike Kennedy)	
Steven C. Wetzel)	Members of the Parks Foundation Present
Melissa Bloom)	
Richard D. (Dick) Barclay)	
Sherry J. Lenarz)	
Steve Flerchinger)	
Jonathan Mueller)	

STAFF PRESENT: Wendy Gabriel, Doug Eastwood, Michael Gridley

GUESTS PRESENT: Jeremy Boggess, Diedre Chatterdon, Mary Souza, Janet Bartman, Tom Green

COUNCIL PRESIDENT RON EDINGER CALLED THE MEETING TO ORDER.

Council President Ron Edinger called the meeting to order.

CHARITABLE CONTRIBUTIONS:

Mr. Wetzel reported on the Parks Foundation accomplishments. He stated that right now the foundation has about \$3,000.00. They have not been able to provide for maintenance or insurance on any of the properties that have been donated to them so far. The total value of the properties held by the foundation exceeds \$2,000,000. The foundation is attempting to get additional community participation since it is their belief that a lot of people don't understand what they are doing and how it benefits the community. Mr. Wetzel stated that Mary Souza has agreed to be the chairperson for the Public Relations subcommittee.

Ms. Souza reported that the Public Relations subcommittee has met twice and are going to a once a month meeting schedule as soon as a baseline of information is received. They are trying to understand and comprehend what the Parks Foundation is doing and what its future is. They

have ideas for information to be placed on the web and presentation ideas. In addition, they will need to get some printing done, as well as place some information on Channel 19 to get the word out.

Councilman Edinger asked who is serving on the subcommittee. Ms. Souza stated that she is working with Dierdre Chatterdon, Janet Bartman, Brad Stoddard, with Sherry Lenarz as the Parks Foundation liaison.

Mr. Wetzel explained that the Parks Foundation has some challenges. First, the foundation needs to make the donors as satisfied as possible. Developers still don't know exactly how it is all going to work in the long run. Developers are working with some IRS issues and are expecting an audit within the next one or two years. Developers want to get into a methodology where they can legally place a higher value on the donated property. The developers are trying to figure out different ways in which to do this. Some tax advisors have said that the donors can only claim whatever they paid for the property. Other tax advisors have suggested appreciated values for donated property. Mr. Wetzel stressed that the Parks Foundation does not make any representations as to the valuation of the land or give any tax advice.

Councilman Goodlander asked if the foundation has checked with other parks foundations to see what they do. Mr. Wetzel confirmed that they have checked with quite a few. One of the pieces of advice that they received from the Spokane Parks Foundation is to not take land unless you absolutely need it and want it. The Spokane Parks Foundation has been operating primarily on cash donations and then giving grants for improvements in parks, etc. The Coeur d'Alene Parks Foundation would like to do that also.

Mr. Wetzel stated that the next challenge will be finding the money to develop and maintain the land that they are receiving. It is important to move forward on the development of parks.

The last challenge is that the foundation does not have any staff and no money to pay for staff. They are having some difficulty keeping up with the work. Mr. Wetzel stated that some area attorneys have agreed to give legal advice for free and help guide them through the donation process. He further mentioned that the Spokane Parks Foundation does have one employee, an Executive Director. A proposal will be made by the Parks & Recreation Commission at some future date regarding staffing for the Parks Foundation.

Councilman Reid asked Mr. Eastwood if the Parks Foundation could have access to the city's grant writer. Mr. Eastwood stated that he thought they could. Councilman Reid stated that the grant writer could be a valuable resource for funds to help develop parks, or grants for staffing, etc. She encouraged the foundation to get in touch with Elaine Smith, the grant writer.

Mr. Eastwood shared an experience regarding improvements to the Phippeny Park. The children from several preschools in the area sent letters to the city requesting enhancement of the playground. City staff visited the schools and met with the children and applied for a grant. The city spent between \$12,000 and \$15,000 on a 50/50 matching grant. The returns have been immeasurable. Mr. Eastwood explained that the children are our future leaders and will not forget what happened and how the city responded to a request that they made.

Mr. Eastwood further stated that they visited with the State of Idaho four or five years ago. What the State said that they are seeing is a lack of financing to match the grants on the part of the municipalities. They suggested that the city form a Parks Foundation. The most significant benefit would be that when the Parks Foundation is a receiver of land, the owner of the land is the Parks Foundation. The value of the land can then be used as the matching grant, without the cash. The city would not be eligible for this kind of transaction. Mr. Eastwood cited The Landings as possibly a great opportunity to test this kind of an arrangement.

Mr. Eastwood stated that they are process of updating the master plan. They will be evaluating all of the parks, including those that are not developed, and start creating time lines and determine financing and maintenance, etc.

Mr. Flerchinger explained that the Parks Foundation is a 501(c)(3) organization, which gives them the ability to obtain more grants. In addition, the foundation prepares a Form 990 every year which shows the contributions, expense, etc. of the foundation. Mr. Flerchinger further explained that there are a lot of different ways that people can make contributions to the foundation, such as donations of property, a charitable remainder trust or charitable deed trust, which allows a donor to contribute a piece of property and give up the right to the property during his lifetime. Upon his death, the property would then go to the Parks Foundation. The donor can take a deduction on the property during his lifetime. Mr. Flerchinger will be meeting with the Public Relations subcommittee next week to give them ideas on different ways that contributions can be made so that they will have a better understanding of what alternatives are out there.

Mr. Wetzel explained that the Parks Foundation boundaries were originally within city limits; however, they have expanded beyond the city limits. They have recently been contacted by the Inland Land Trust and some people out of Rathdrum. The foundation is not sure if they are interested in getting into the land trust business since there is more overhead and watching of the property. Mr. Wetzel asked if the foundation board thought that it was a good idea to be moving in that direction, what would be the opinion of the council.

Councilman Goodlander stated that she didn't think it would be inappropriate. The acquisition of additional public space only helps our area. However, if the city has to pay a staff member to maintain the acquired property, that could be an issue.

Councilman Reid stated that she would want the Parks Foundation to be careful and not act as a foundation to other municipalities. She further commented that open space is very valuable.

Councilman Hassell stated that the foundation should make sure that any land trust is carefully worded and that open space would not be used for anything other than parks.

Councilman McEvers stated that partnerships are a great opportunity to help the smaller communities. He thinks that it is a great partnership for the area.

Councilman Goodlander asked if the Parks Foundation can sell assets. Mr. Wetzel stated that it could. Councilman Goodlander suggested that it might be possible to use some of these assets to pay for their expenses. It would give the foundation more options. Mr. Wetzel responded that the foundation has talked about that option, but the difficulty in selling property that is donated instead of using it for parkland is that it can create a lot of negative publicity.

Councilman Edinger expressed concern regarding how far the foundation should expand.

Councilman Kennedy asked about the forest service land and if the foundation might have a better shot at getting federal land donated if they expand. Mr. Wetzel responded that it is possible. Councilman Kennedy stated that he felt it could be an advantage to do so.

Ms. Souza stated that, historically, the forest service stays with their nurseries for about 35 years and they are getting close to that deadline with the local nursery; however, no one knows what the plans are. She is hopeful that the city is in line to consider acquiring the property.

PARKS FOUNDATION UPDATE:

Mr. Dick Barclay presented a Powerpoint presentation that the Parks Foundation has been working on to present to service organizations, etc. The presentation outlined the history of the Parks Foundation and its purpose, and some of the major accomplishments since its formation. There was also discussion of further park developments, including Riverstone, The Landings, Mill River, Sunshine Meadows, Fernan Lake Southwest Side, and Veterans Centennial Park. Mr. Barclay mentioned that Sunshine Meadows has not been donated yet, but they anticipate that it will happen soon. The Fernan Lake Southwest Side is a proposed park on the south west side of Fernan Lake, which is approximately 50 acres. The Veterans Centennial Park was transferred from the state to the Parks Foundation last December.

Mr. Barclay commented that the city is working to bring wooden bats back to softball by offering a tournament. The proceeds could be split between Parks & Rec and the Parks Foundation. In addition, they are working with Urban Forestry to obtain grants regarding suitable trees, etc.

Mr. Barclay discussed the composting garbage cans that are being used by the city. There are 4 cans at the Cherry Hill park. The cans go about 6 feet into the ground and only have to be emptied once in about an 18 month period! Mr. Barclay also expressed appreciation for the support that the foundation receives from the Parks Department.

Councilman Goodlander expressed appreciation for the many hours of work that the members of the Parks Foundation volunteer.

Mr. Eastwood stated that the Parks Foundation has far exceeded his expectations. They have land coming in that the city could have never acquired. Mr. Eastwood said they are negotiating for some addition land on Fernan and Canfield. It is phenomenal. Ms. Souza stated that once the word gets out, they will probably have more interest. Mr. Eastwood responded that he thought it was the tip of the iceberg.

FOUNDATION COMMENTS:

Mr. Wetzel commented that almost every foundation that they have talked to has warned them about two things: (1) don't take everything people want to give you and, (2) don't get into earmarking donations. He reaffirmed that subdivision land is about as "clean" as you can get but it still takes weeks and weeks to go through their checklist and have a clear idea of what they are getting.

Mr. Eastwood confirmed that the foundation has refused to take some land that has been offered. He also stated that should the forest service property ever become available, ideally it would be a charitable contribution. The revenue would probably far exceed any investment.

Mr. Gridley stated in his conversations with the Bureau of Land Management, they have talked about the nursery. The BLM is saying that because the mission of the forest service nursery is not really needed anymore, the disposal of the property is probably on the horizon. There has been no formal discussion yet. It is his understanding that they would want to swap the land for something the public can use. He felt that it would be worthwhile to make contact from the city so that they can track it. Mr. Gridley further stated that the city should take a more proactive approach. Mr. Wetzel mentioned that Sandy Patano at Senator Craig's office might also be a good resource.

COUNCIL COMMENTS:

Councilman Goodlander stated that she thought it was important that the foundation be able to take advantage of opportunities that come their way rather than having to stay within the city limits.

Councilman McEvers stated that the tax-related information regarding charitable donations really needs to put out to the public. Mr. Flerchinger stated that gifts of appreciated property are a good way to go because the donor doesn't have to pay taxes on the property. On the other hand, if they sold it and then donated cash, they would have to pay taxes.

Councilman Edinger thanked everyone, on behalf of the Mayor, for coming.

ADJOURNMENT: Motion by Kennedy, seconded by Goodlander, to adjourn the meeting.

The meeting adjourned at 1:04 p.m.

RESOLUTION NO. 06-036

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF THE COEUR D' ALENE TV PRODUCTION SERVICES AGREEMENT WITH NIC'S JEFF CROWE; APPROVAL OF AN EXTENSION TO THE MASTER LEASE WITH THE UNIVERSITY OF IDAHO AT HARBOR CENTER; DECLARATION OF SURPLUS PROPERTY FOR ANNUAL AUCTION AND DECLARATION OF ZERO-VALUE SURPLUS PROPERTY AND DISPOSAL OF ZERO-VALUE COMPUTER HARDWARE.

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

- 1) Approval of the Coeur d' Alene TV Production Services Agreement with NIC's Jeff Crowe;
- 2) Approval of an Extension to the Master Lease with the University of Idaho at Harbor Center;
- 3) Declaration of Surplus Property for Annual Auction;
- 4) Declaration of Zero-Value Surplus Property and disposal of Zero-Value Computer Hardware;

AND;

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

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

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

DATED this 6th day of June, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID 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

DATE: May 15, 2006
FROM: Susan Weathers, Municipal Services Director/City Clerk
SUBJECT: CDA TV Production Services

DECISION POINT:

Would the City Council approve contracting with Jeff Crowe for the City's television production services through North Idaho College?

HISTORY:

It has been the goal and vision of the staff who work with CDA TV to join with North Idaho College in producing the various programs and information aired on CDA TV Channel 19, our City's government/ public education channel. The vision is a relationship whereby the local high schools and North Idaho College combine their educational curriculum and the City provide the media outlet for the benefit our community's youth who wish further their training in the multi-media field.

Ultimately, it is staff's vision that all production would be done through North Idaho College with the CDA TV Board overseeing the programs that are aired on CDA TV 19. With this in mind, staff is recommending that the Council approve a contract with North Idaho College's video producer Jeff Crowe as the first step in transitioning the production of CDA TV Channel 19 to North Idaho College.

FINANCIAL ANALYSIS:

The estimated contract amount would be \$40,800 per year compared to the previous contract of \$41,592 per year. An additional benefit is this new cost would include paying students to run the cameras and other production equipment as well as the purchase of supplies and minor equipment needed to maintain the operation of the television channel.

QUALITY OF LIFE:

By building a partnership with the high schools and North Idaho College, we are providing a unique opportunity that would benefit not only the youth in our community but also the City by providing us with a greater depth of support to the production services for our television channel as well as benefiting the high schools and North Idaho College in allowing their students to televise their completed programming projects as well as learning how to air live broadcasts.

PERFORMANCE ANALYSIS:

Currently the City's television channel is being operated by one individual. By contracting with Jeff Crowe at North Idaho College the City would create a greater depth of the personnel that could support and produce the City's television channel.

DECISION POINT/RECOMMENDATION:

It is recommended by that Council approve a contract with Jeff Crowe at North Idaho College for the operation of the City's television channel.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
JEFF CROWE
for
MULTI-MEDIA SERVICES

THIS Agreement, made and entered into this 6th day of June, 2006, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **JEFFREY D. CROWE**, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 2. Scope of Services.

A. Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Consultant shall perform all of the services required by this Agreement coordinated with the City Clerk. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. Consultant shall not delegate duties, or otherwise subcontract work or services under this Agreement without the prior written approval of the City, with the exception of NIC trained personnel. The City of CDA, through its representative, shall have final decision on products to be aired. Additionally, the Consultant shall work collaboratively with the City of Coeur d'Alene CDATV Committee.

Section 3. Independent Contractor: The parties agree that Consultant is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with City. City shall have no control over the performance of this agreement by Consultant or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Consultant's supplies or equipment.

Section 3A. Worker's Compensation. The Consultant agrees to maintain Worker's Compensation coverage during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806 or to provide the City with written proof that Consultant is exempted from the requirement of carrying Worker's Compensation coverage. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or

additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 4. Time of Performance. The initial period of services under this Professional Services Agreement shall begin July 15, 2006 and shall continue through September 30, 2007. Project deliverables shall be completed in a timeframe as agreed upon by the parties, in accordance to the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A." The City Audio/Video Team liaison, the City Clerk or her designee, will schedule meetings with Consultant for progress updates and schedule reviews as needed.

Section 5. Renewals. This agreement may be renewed for additional 90-day period(s), but only by the mutual written agreement of the parties. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

Section 6. Compensation.

A. City agrees to pay Consultant as compensation the sum of \$3,400.00, per month which shall be payable once each month. Consultant shall submit an invoice of service on the last business day of the specific month, with payment on the following Monday or other day, whichever is later in time, as determined by the city manual check payment schedule and policy. Compensation for services shall include the purchase of supplies and minor equipment, as well as, payment to student interns (for channel operational staffing Council Chamber productions, and two monthly off-site productions – currently: "CdA Now" and "Inside CdA").

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

Section 7. Termination of Agreement

A. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, reports, (production components and media,) or other material prepared by the Consultant under this agreement shall, at the option of the City, become the property of the City.

B. Termination for Convenience of City. The City or Consultant may terminate this Agreement at any time by giving thirty (30) days written notice to the other party of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 7A above shall, at the option of the City, become the property of the City.

C. Compensation Upon Termination. Upon an early termination of this agreement the final compensation amount shall be determined by dividing the monthly payment amount by the number of days in the final month of performance divided by the actual number of days of the month prior to the termination date.

Section 8. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 9. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 10. Intellectual Property. The City shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the City or that are developed by the Consultant during the course of the provision of the services under this contract related to the scope of services. To the extent that Consultant may include, use or provide proprietary information or other protected materials belonging to the Consultant, the Consultant agrees that the City shall be deemed to have a fully paid up license to make copies of the Consultant owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the City without the written permission of Consultant.

Section 11. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 12. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 13. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 14. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 15. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 16. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 17. Modifications. The City and Consultant may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

Section 18. Hold Harmless.

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

B. The City agrees to indemnify, defend and hold harmless the Consultant from any and all damages or liability arising from the airing of City approved programming.

Section 19. Standard of Performance and Insurance.

A. The Consultant shall maintain automobile liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession.

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

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

CITY OF COEUR D'ALENE

JEFFREY D. CROWE

Sandi Bloem, Mayor

Jeffrey D. Crowe

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name/Title

SCOPE OF SERVICES

The Consultant shall insure that all services relating to the operation of CDA TV, currently channel 19 are timely, specifically, but not limited to; the live broadcast of City Council meetings, Planning Commission Meetings, Park and Recreation Commission meetings, the Mayor's show, Department Head show, and public service announcements.

The Consultant shall be responsible for:

- Organizing, scheduling, and production of City government programming
- Coordinate, broadcast and record live government meetings and hearings
- Produce, edit, and rebroadcast government meetings and hearings
- Production of public service announcements and informational bulletin board
- Seek donations and sponsorships to support the operations of CDA TV channel
- Provide public relations with local schools, civil organizations and city-wide departments to seek education, government and other public informative broadcast materials
- Train volunteers regarding equipment and studio operations
- Make professional technical recommendations for the operations of the cable channel, including but not limited to equipment upgrades

The City requires the following tangible documents be created and provided the City as they relate to the operations and procedures of the government channel:

- Schematics of the equipment in the city cable studio, as upgrades and changes are made
- Step by step procedures manual in how to operate the studio for the production of live broadcasts, for recording live meetings or hearings, for the creation and broadcast of the informational bulletin board
- Implementations and phasing for future equipment upgrades (as approved and budgeted by the City)
- Programming schedules
- Documentation of all Public Relations work to encourage any and all interest in the involvement of the City's Cable Channel alone with future program sponsors
- Complete and accurate inventory of all equipment and supplies in the studio

All services shall be in accordance to the Policies and procedures adopted by the City of CDA (attached hereto as Exhibit B).

COEUR D'ALENE TELEVISION
(CDATV)

OPERATIONAL POLICIES AND PROCEDURES



ADOPTED: _____

Prepared by the CDATV Ad Hoc Committee

Dave Walker, Chairman

Members: Jeff Crowe, Judy Drake, Bruce Hathaway, Eve Knudtsen, Jim Van Sky,

Woody McEvers, Renata McLeod, Susan Weathers

I. PURPOSE

The purpose of these Operational Policies and Procedures is to define the function of the Coeur d'Alene Government/Public Education Cable Access Channel (Coeur d'Alene City TV (CDATV)) provide direction to City Staff and assist the public in understanding the services offered by CDATV.

II. MISSION AND GOALS FOR CDATV

- A. CDATV is designated as a government/public education channel, as provided for in the 1994 Cable Act and the franchise agreement between the City of Coeur d'Alene and Adelphia pursuant to Ordinance No. 3161 adopted January 20, 2004.
- B. The mission of CDATV is to enhance the communities' public information and communications system, involve the community in local government decision making, and provide useful local government/public education information to general and specialized audiences.

III. CHANNEL PROGRAMMING

- A. Programming Responsibility
 - 1. The City of Coeur d'Alene reserves the right to program CDATV Channel in accordance with the objective identified above.
 - 2. The City of Coeur d'Alene shall follow FCC guidelines for government/public education television.
 - 3. As appropriate any appeals of programming decisions shall be filed with the City Clerk. If unable to resolve, appeals may be forwarded to the CDATV Committee for a final decision. Any person aggrieved by a final determination of the CDATV Committee, shall have the right to further appeal to the City Council.

- B. Programming Categories

All programming on CDATV shall fall within at least one of the following categories:

- 1. *Governmental Decision Making*: Programming which provides direct coverage of the deliberations of elected or appointed bodies, as well as coverage of selected public issues forums. Examples of programming in this category include:

- City Council Meetings
 - Election Coverage
 - Board and Commission Meetings
 - Public Issue Forums
2. Community Information/Affairs: Programming that provides information about City government, coverage of selected public issues forums, or issue of local interest in Coeur d’Alene. Examples include:
- Crime Prevention
 - Environmental Issues
 - Public Safety
 - Neighborhood Information
3. Cooperative/Community Programming: Programming produced or provided in cooperation with other government organizations that contain useful information or that celebrates the achievements and accomplishments of Coeur d’Alene citizens. Examples include:
- School Events/Information
 - Performing Art (Subject to copyright laws)
 - Recreation Activities

C. Programming Guidelines

1. All programming on CDATV must be either produced or approved for use by the CDATV Committee.
2. All programming on CDATV must support the channel’s mission and goals.
3. All programming on CDATV must fall within one of the channel’s designated categories.
4. All programming on CDATV must be of local interest and provide community benefit.
5. All programming on CDATV must adhere strictly to copyright laws and regulations.
6. The City Television Coordinator, or the City’s designee, shall establish allocation of programming time among the designated categories.
7. The City Television Coordinator, or the City’s designee, shall consult with School District 271 to establish broadcasting time between the

City and the School District. The City reserves the final authority in scheduling of CDATV programming.

8. City Council meetings and other public meetings will be covered, to the extent possible, gavel-to-gavel, without editing or interruption. Introductory or supplementary information, which will aid the viewer in understanding the context or issues, may be provided.
9. Videotaped coverage of meetings shall not be considered an official record of said meetings, and there shall be no liability by the City or its employees for inadvertent erasures or omissions, technical difficulties, or for inaccurate information stated during an aired event.
10. The City of Coeur d'Alene shall archive videotapes of all meetings for a minimum of one (1) year from the date of production. Tapes may be transferred to VHS/DVD format for storage purposes.
11. Any City department may co-sponsor a programming proposal from the community with the approval of the City Television Coordinator, or the City's designee, in consultation with the established chain of command when necessary.
12. The City may cooperate with other media, municipalities and agencies to acquire additional programming, which meets the objectives and goals of CDATV.
13. Public issue forums or debates carried on CDATV must relate to the channel's mission and offer a balanced perspective on the issues.
14. Use of CDATV by individuals seeking public office or reelection is prohibited unless participating in City sanctioned forums or debates or if acting in an official capacity as part of regular duties.
15. Duplication of tapes of original programming aired by CDATV is possible in certain instances, upon request, for a fee (see City fee schedule), and with the permission of the City Television Coordinator, or City's designee. Duplicates will be made available within two (2) weeks of request and upon payment. One (1) complementary tape copy will be provided upon request to the sponsoring organization of an event.
16. Duplicates of tapes of City Council meetings and other original CDATV programming may be made upon request and with the permission of the City Television Coordinator, for the purpose of lending for a period of 10 days. Duplicates will be made available within two (2) weeks of request. If these tapes are not returned in the

agreed upon manner, the loan will be considered a purchase (See Section III. C. 15 of this document), and the user will be billed accordingly.

17. All programming produced for CDATV shall be protected from commercial reproduction and may only be reproduced for personal, non-commercial home use by individuals. Retransmission or any unauthorized use of CDATV programming (in part or whole) is strictly forbidden without the written consent of the City.

D. Prohibited Programming

The following types of programming shall be prohibited on CDATV:

1. Programming which does not comply with the mission of CDATV or these guidelines.
2. Programming which violates FCC guidelines for public education/government television including: Commercial/for-profit making enterprises/ trade or business announcements (excluding sponsorship notices and community calendar event announcements), obscene, indecent, libelous or slanderous speech, lottery information or other illegal content.
3. Programming which promotes political candidates, issues or viewpoints except as provided for in City sanctioned debates or forums.
4. The City reserves the right to refuse to transmit all or any portion of a program which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.

IV. COMMUNITY CALENDAR

The Community Calendar is designed to provide a source of timely information about a variety of community activities displayed by the CDATV character generator system.

1. Textual information shall be displayed throughout the cablecast area (see Section V) on the cable channel, twenty-four hours a day, seven days a week, except at those times when other programming has been scheduled by the City Television Coordinator, or the City's designee, or the channel is experiencing technical difficulties.
2. The form, the City of Coeur d'Alene TV Message Display Request, must be used when submitting messages for display on the channel. The form can

be obtained from the City Television Coordinator at City Hall, City Clerk's Office. The City Television Coordinator or the City's designee will make every effort to include all appropriate messages on the Community Calendar, but inclusion is not guaranteed.

3. School District 271, will collect and screen school messages for inclusion on the Community Calendar, record them on the City of Coeur d'Alene TV Message Display Request form, and submit them to City Television Coordinator or City Clerk.
4. A list of the Community Calendar guidelines is included on the City of Coeur d'Alene TV Message Display Request form. The form can be obtained from the City Television Coordinator or the City Clerk.
5. Should an error result in the cablecast of incorrect information, neither the City of Coeur d'Alene nor the employee/consultant responsible shall be liable for the inaccuracy of the information or for actions taken by anyone as a result of the inaccurate information.
6. The City reserves the right to refuse to transmit all or any portion of a message which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.
7. As appropriate, any appeals of Community Calendar decisions shall be filed with the City Clerk. If the CDA TV Ad Hoc Committee is unable to resolve the appeal, the appeal(s) may be forwarded to the Coeur d'Alene City Council who will make the final decision.

V. CABLECAST AREA

The Cablecast Area for CDATV will be determined by the franchise agreement. It is the desire of the City that cable customers within the boundaries of Kootenai County receive the government/public education channel, CDATV.

VI. EMERGENCY RESPONSE

The government/public education channel may be used at any time for the purpose of emergency communication and response. In these cases, direction will be taken from the procedures outlined in the City of Coeur d'Alene Emergency Plan and/or the Kootenai County Emergency Response System.

VII. OPERATIONAL USE WITH COEUR D'ALENE SCHOOL DISTRICT 271

Policies relating to the operation of CDATV resources with the Coeur d'Alene School District are governed by the terms and conditions of the Franchise Agreement; this Operational Policies and Procedures for Coeur d'Alene; and any

current or future Statement of Cooperation or Agreement between the City of Coeur d'Alene and Coeur d'Alene School District.

VIII. PROGRAMMING AUTHORITY

The City of Coeur d'Alene reserves the right to refuse a request for cable programming or operations which is illegal under City, State or Federal law or is in violation of the mission and goals of CDATV. The City Clerk shall receive written disputes or appeals regarding such requests.

IX. REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES

The City of Coeur d'Alene may only modify these policies and procedures through recommendation of the CDATV Committee and/or city staff. The City and any of its partners shall review Agreements, the Operational Policies and Procedures, and the Statement of Cooperation by May 1 of each year.

MEMORANDUM

GENERAL SERVICES COMMITTEE

DATE:	MAY 22, 2006
FROM:	WENDY GABRIEL, CITY ADMINISTRATOR
SUBJECT:	UNIVERSITY OF IDAHO REQUEST TO EXTEND MASTER LEASE AGREEMENT WITH CITY AT HARBOR CENTER

DECISION POINT:

Whether the City Council will approve the extension of the current Master Lease Agreement between the Board of Regents of the University of Idaho and the City of Coeur d'Alene?

DISCUSSION:

The University of Idaho entered into a five-year Master Lease Agreement with the City of Coeur d'Alene on May 13, 2002 (hereafter referred to as "Master Lease"). Pursuant to the Master Lease, the University is authorized to occupy City property known as Harbor Center. During the five-year term of the Master Lease, the parties agreed to negotiate in good faith the acquisition of the property by the University for higher education purposes.

Although the University has occupied the premises and utilized them for higher education purposes, the overall Higher Education Corridor concept involving all of the education institutions has not gained momentum until recently. The planning effort is expected to be contracted in the next two weeks and will take some time to complete. The acquisition of the mill site is in its initial stages, and the railroad abandonment procedures are currently being reviewed.

Although this is all good news, completion of these very important steps will not occur before the termination of the University's Master Lease. The University has agreed to extend the Master Lease as it is in the best interest of all parties to continue their partnership in the Higher Education Corridor concept. An extension is requested so as to maintain status quo, while the planning and other activities described above take place. The Master Lease extension anticipates an expiration by June 30, 2010. It will terminate earlier if the Higher Education Corridor concept is implemented sooner.

RECOMMENDATION:

It is recommended that the Master Lease be extended as we move forward with planning and other activities important in the implementation of the Higher Education Corridor concept.

AMENDMENT TO MASTER LEASE

This Master Lease Amendment (Amendment) is made by and between the City of Coeur d'Alene, a municipal corporation ("Landlord") and the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Tenant). This Amendment shall revise the Master Lease, attached as Exhibit "1", of May 13, 2002, and shall become effective upon June 1, 2007.

WHEREAS, Landlord and Tenant entered into a Master Lease on May 13, 2002 for a term of five (5) consecutive years.

WHEREAS, Section 5.2 of said Master Lease states that "Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease."

WHEREAS, Landlord and Tenant have continued to negotiate in good faith in this regard, but due to circumstances related to the mutual interests of both parties, purchase and conveyance of the property has not yet occurred and both parties wish to extend the terms of the Master Lease in accordance with this Amendment.

Now, THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section 2 "Term" of the Master Lease is hereby amended to extend the term through June 30, 2010.

B. Section 5.2 of the Master Lease is hereby amended to provide that the parties shall continue to negotiate in good faith for the duration of this amended term or until negotiations are successful and all or a portion of the Leased Premises are conveyed to Tenant.

C. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Agreement shall remain in full force and effect and be binding upon the Parties in accordance with the terms therein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below.

City of Coeur d'Alene

Board of Regents of the
University of Idaho

Sandi Bloem, Mayor

Loyd E. Mues, Vice-President
Finance & Administration

Date

Date

Attest: _____
Susan K. Weathers, City Clerk

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STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
City of CDA

JUN 24 11 34 AM '02

DANIEL J. ENGLISH

DEPUTY *N/C*

46 pgs.

MASTER LEASE

Table of Contents

	<u>Page</u>
1. Definitions.	1
2. Term.	1
3. Rent.	1
4. Landlord's Title.	4
5. Further Agreements.	4
6. Maintenance and Repair of Building Improvements.	5
7. Utility Charges.	6
8. Indemnification and Insurance.	6
9. Authorizations and Restrictions.	8
10. Default.	9
11. Notices.	10
12. Attorneys' Fees.	11
13. Recording of Master Lease.	11
14. Article Headings.	12
15. Rights of Successors.	12
16. Entire Agreement.	12
17. Governing Law.	12
18. Modification.	12

19.	Severability.	12
20.	Equal Opportunity.	13
21.	Non-Use of Names and Trademarks.	13

MASTER LEASE

THIS MASTER LEASE ("Lease") is made as of the 13th day of May, 2002, between **City of Coeur d'Alene**, a municipal corporation, and **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho.

1. Definitions.

The following terms as used in this Lease shall have the meanings hereinafter set forth:

1.1 "Landlord": City of Coeur d'Alene, a municipal corporation.

1.2 "Tenant": The Regents of the University of Idaho, a body politic and corporate organized and existing under the laws of the State of Idaho.

1.3 "Leased Premises": That certain property together with all buildings and improvements thereon located in the City of Coeur d'Alene, County of Kootenai, State of Idaho, more particularly described in **Schedule I** attached hereto, and as shown on the plot plan attached hereto as **Exhibit "A"**.

2. Term.

Landlord leases and Tenant rents the Leased Premises for a primary term of five (5) consecutive years commencing on the June 1, 2002 and terminating on the fifth (5th) anniversary of the commencement date of the primary term.

3. Rent.

3.1 Rent shall consist of an annual rental of Ten Dollars (\$10). Rent for the five-year term of the lease (\$50) shall be paid to Landlord no later than June 30, 2002.

3.2 Rent payment shall be mailed to Landlord at the address provided in Article 11 (Notices).

1739109

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

- 1) Subject to Section 3.4, Tenant shall provide Landlord, without rent or utility charges, continued use of the existing Waste Water Treatment Plant lab facility for the term of this Lease. However, Landlord is responsible for paying and arranging for janitorial, telephone, cable television, and internet related services associated with its lab.
- 2) Tenant will reasonably assist Landlord to assess Landlord's management and communication training needs. Tenant shall make all reasonable efforts to provide non-credit classroom training, at least four times each year, at no cost for instruction and minimal cost for materials to the Landlord. Timing and content of training will be determined upon subsequent mutual agreement of the parties.
- 3) Upon Landlord's submission to the Tenant's Dean of its Coeur d'Alene Center of a request for interns to perform specific projects or tasks of educational value to Tenant's students, the Dean shall make all reasonable efforts to recruit volunteer student interns, and coordinate the intern's assignment to the Landlord. While the Dean will undertake reasonable efforts to find quality student interns for the Landlord, Tenant cannot guarantee that qualified applicants will be found or be interested in performing the proposed projects or tasks.

- 4) The Tenant shall cooperate with the Landlord's efforts to expand and extend the Centennial Trail through the Leased Premises by allowing public access and use of the seawall and boardwalk in a manner that is not disruptive to Tenant's operations on the Leased Premises.
- 5) On June 30, 2003, and annually thereafter, the Tenant shall provide to the Landlord a report specifying the Tenant's actions to achieve the provisions of Section 3.3 of this Lease and the Goals and Objectives stated in the Memorandum of Understanding, dated August 2, 2001, regarding the University's utilization of the Leased Premises.
- 6) The Tenant shall establish a scholarship fund exclusively available to University of Idaho students from the City of Coeur d'Alene, with eligibility based upon applicant's zip code. While the Tenant will not dedicate any financial resources to support this new scholarship fund, the Tenant's Dean of its Coeur d'Alene Center will encourage private contributions to the scholarship fund.

3.4 For those portions of the Leased Premises that will be provided to Landlord pursuant to Sections 3.3(1), 6.1, 9.1, 9.3, and Articles 8 and 10 through 21 of this Lease shall apply; provided that, for application to this Section 3.4, the term "Landlord" in those sections shall mean Tenant, the term "Tenant" shall mean Landlord and the term "Leased Premises" shall mean the Waste Water Treatment Plant lab facility.

4. Landlord's Title.

4.1 Landlord covenants that Landlord has lawful title to the Leased Premises, full right and authority to make this Lease and grant Tenant all rights and privileges under this Lease, and that Tenant shall have quiet and peaceful possession and enjoyment of the Leased Premises.

4.2 Landlord hereby discloses that Landlord owns and operates a Wastewater Treatment Plant adjacent to the Leased Premises, which plant is known to emit unpleasant odors. Provided that emissions from the plant comply with all applicable laws, rules and regulations, such emissions shall not constitute a breach of Tenant's quiet enjoyment of the Leased Premises under this Lease. Landlord shall not expand the plant or any part thereof, so as to encroach onto or occupy portions of the Leased Premises. Tenant shall not object to the continued operation of the adjacent wastewater treatment plant so long as Landlord manages that facility in accordance with industry standards used to minimize odor.

5. Further Agreements.

5.1 Landlord represents to Tenant that, to Landlord's knowledge, title to the Leased Premises is free and clear of all encumbrances, easements, assessments, restrictions, tenancies and other exceptions to title except the leases and encumbrances listed on **Exhibit "B"** attached hereto and made a part hereof ("**Existing Leases and Encumbrances**"). Landlord hereby covenants to advise Tenant of and give Tenant copies of all Existing Leases and Encumbrances of which the Landlord has knowledge. Simultaneous with the execution of this Lease, Landlord and Tenant shall enter into, and Landlord and Tenant agree to enter into, the Assignment of Existing Leases, attached hereto as **Exhibit "C"** and made a part hereof. Assignment of Existing Leases for the Idaho State Police shall be subject to recognition by the State Board of Examiners

as indicated by **Exhibit "D"** attached hereto and made a part hereof ("**State Board of Examiners, Request for Recognition of Assignment**"). Rent payable under the Existing Leases shall be payable to Tenant during the term of this Lease. Rent payable to Tenant shall be prorated during any partial month in which Tenant is entitled to such rent payments.

5.2 Landlord and Tenant agree to continue to negotiate in good faith to enter into an agreement, by which the Tenant may purchase the Leased Premises from the Landlord and the Landlord may convey the Leased Premises to the Tenant in approximately five years, at the expiration of this Lease. However, it is the intention of the Landlord to maintain the option of retaining ownership of that portion of the Leased Premises it deems necessary for expansion of its wastewater treatment plant, if any, after the term of this lease has expired.

6. Maintenance and Repair of Building Improvements.

6.1 Tenant shall not commit waste on the Leased Premises. Subject to the covenants and representations of Landlord herein, Tenant accepts the Leased Premises in "as is" condition. The Landlord need not make any repairs or improvements before the lease term begins. Except as otherwise provided in Section 6.2, Tenant shall, at Tenant's sole discretion, cost and expense, maintain, repair and replace as necessary in good working condition, reasonable wear and tear excepted, all buildings, structures, equipment, systems and improvements on the Leased Premises and maintain, repair and replace, as deemed necessary by Tenant, all above and below ground utilities on the Leased Premises and the extension from the Leased Premises to such utility's connection at the main line. Landlord shall have no maintenance, repair or replacement responsibilities towards the Leased Premises, or any part thereof, except as provided in Section

3.4. Tenant will reasonably clean and maintain (including snow removal) the Leased Premises so that the premises are in a safe and attractive condition.

6.2 In the event of material damage to or destruction of the improvements to the Leased Premises by fire or other casualty, Tenant shall give Landlord immediate notice. If permitted by the Landlord, which permission shall not be unreasonably withheld, Tenant, may at Tenant's sole discretion, cost and expense, repair, restore or rebuild the improvements to the Leased Premises so that upon completion of the repairs, restoration or construction, Tenant may again utilize the Leased Premises in furtherance of Tenant's use, as described in Section 9.2. If Landlord does not grant Tenant approval to repair, restore or rebuild, Tenant may terminate this Lease. If the Tenant chooses not to repair the material damage or destroyed premises, and the Leased Premises are, in the sole opinion of the Tenant, no longer viable for the Tenant's intended use, the Tenant may terminate this lease upon written notification to the Landlord, and Tenant shall have no further obligations under this Lease. During the period of damage, destruction, repair, restoration or rebuilding, this Lease remains in effect and rent does not abate.

7. Utility Charges.

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

8. Indemnification and Insurance.

8.1 Landlord agrees to indemnify and hold harmless Tenant and its agents and assigns, from and against any and all claims, losses, damages, injuries, liabilities, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim, arising as a direct result of Landlord's possession, operations or performance

1739109

under this Agreement and which are caused by the negligence of the Landlord. The Landlord shall promptly notify the University of Idaho, Office of Administrative Affairs, PO Box 443168, Moscow, Idaho 83844-3168 of any such claims of which it has knowledge and shall cooperate fully with the University or its representatives in the defense of the same. This indemnification does not apply to the extent that such claims, damages, costs, liabilities, and expenses are the result of negligent acts, errors, omissions or fault on the part of the Tenant, its agents or assigns.

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

8.3 The Landlord shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Landlord. The limits of liability of such

insurance shall not be less than five hundred thousand dollars (\$500,000) combined single limits. Landlord shall be solely responsible for fire and casualty insurance coverage on its own property.

8.4 The Tenant shall obtain and maintain such comprehensive public liability and property damage insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction of loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it or its agents or anyone directly or indirectly employed by the Tenant. The Tenant's liability coverage is provided through a self-funded liability program administered by the Office of Insurance Management. Limits of liability are five hundred thousand dollars (\$500,000) combined single limits. Tenant shall be solely responsible for fire and casualty insurance coverage on its own property, of every kind or nature, which is not part of the Premises.

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

9. Authorizations and Restrictions.

9.1 Tenant may not assign this Lease or sublet any part of the premises without Landlord's written approval, which approval shall not be withheld unreasonably.

9.2 During the term of this Lease, Tenant shall use good faith and reasonable efforts to utilize those portions of the Leased Premises occupied by Tenant in furtherance of its educational, research or administrative activities. Tenant's obligation to use the Leased Premises in furtherance of its education, research or administrative activities shall be suspended during (a)

strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation, or any other reason beyond the reasonable control of Tenant or other occupant of the Leased Premises, or (b) closure due to the restoration, reconstruction, expansion, alteration or remodeling of any building or improvement on the Leased Premises.

9.3 Tenant may install in the Leased Premises such fixtures and equipment as Tenant deems desirable, and all of said items shall remain Tenant's personal property whether or not affixed to the Leased Premises. Tenant may remove Tenant's personal property from the Leased Premises at any time but shall repair any damage caused by such removal.

9.4 Tenant may remodel, alter or expand the Leased Premises, at Tenant's expense, provided such work is performed in a workmanlike manner and complies with all applicable rules and regulations. Prior to making structural improvements to the Leased Premises, Tenant shall request permission from the Landlord and such permission shall not be unreasonably withheld. Tenant shall have no obligation to construct, expand or remodel any improvements on the Leased Premises.

10. Default.

10.1 Either party shall be deemed to be in default upon the expiration of ninety (90) days from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be

1739109

rectified within said ninety (90) day period and such party is using good faith and his best efforts to rectify the particulars.

10.2 If the defaulting party is Tenant, Landlord may decree the term ended and enter the Leased Premises; or Landlord may re-enter the Leased Premises and sublet the whole or any part thereof, for the account of the Tenant, upon as favorable terms and conditions as the market will allow. In the latter event, Landlord shall have the right to collect any rent which may thereafter become payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises.

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

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

11. Notices.

11.1 Any notice provided for herein shall be given by Registered or Certified United States Mail, postage prepaid, addressed, if to Landlord, to Landlord at City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, Idaho 83816-3964, and, if to Tenant, to Tenant at University of Idaho, Moscow, Idaho 83844-3145, Attention: Vice President for Finance and Administration.

The person and the place to which notices are to be mailed may be changed by either party by notice to the other.

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

12. Attorneys' Fees.

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

13. Recording of Master Lease.

This Lease shall be recorded in the County where the Leased Premises are located, at the expense of the Tenant.

14. Article Headings.

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

15. Rights of Successors.

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

16. Entire Agreement.

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

17. Governing Law.

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

18. Modification.

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

19. Severability.

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

20. Equal Opportunity.

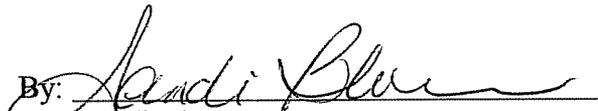
Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national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

21. Non-Use of Names and Trademarks.

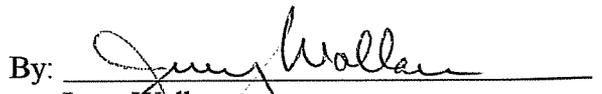
No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

EXECUTED as of the date first above written.

LANDLORD:
City of Coeur d'Alene

By: 
Sandi Bloem, Mayor

TENANT:
The Regents of the University of Idaho

By: 
Jerry Wallace,
Vice President, Finance & Administration

1739109

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 13th day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Sandi Bloem, known to me to be the Mayor of the City of Coeur d'Alene, a municipal corporation, that executed the within instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

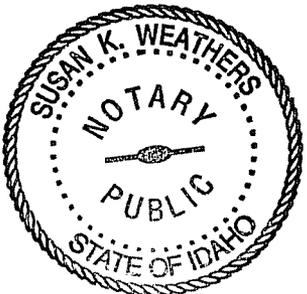


Susan K. Weathers
Notary Public for the State of Idaho
Residing at CDN
My Commission Expires 10-22-05

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 13th day of May, 2002, before me, Susan K. Weathers, a Notary Public in and for said State, personally appeared Jerry Wallace known to me to be Vice President, Finance & Administration of **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho, that executed the within instrument or the person who executed the instrument on behalf of said body politic, and acknowledged to me that such body politic executed the same.

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



Susan K. Weathers
Notary Public for the State of Idaho
Residing at CDN
My Commission Expires 10-22-05

1739109

List of Exhibits and Schedules:

Exhibit "A" - Site Plan

Exhibit "B" - Existing Leases and Encumbrances

Exhibit "C" - Assignment of Existing Leases

Exhibit "D" - State Board of Examiners - Request for Recognition of Assignment

Schedule I - Description of Leased Premises

A portion of Lot 7, Fort Sherman Abandoned Military Reservation as shown in plat book "B" at page 153 A, Records of Kootenai County, State of Idaho, in Section 14, Township 50 North, Range 4 West, Boise Meridian described as follows;

Beginning at the intersection of the North line of said Lot 7 and the southwesterly right-of-way line of the Burlington Northern Railroad;

Thence along said right-of-way line South $28^{\circ}10'45''$ East, 757.17 feet to the south line of said Lot 7;

Thence along said south line North $88^{\circ}41'24''$ West, 618.0 feet;

Thence South $21^{\circ}52'$ West, 12.82 feet;

Thence North $88^{\circ}41'24'$ West, 33.0 feet to a point on the shore of the Spokane River;

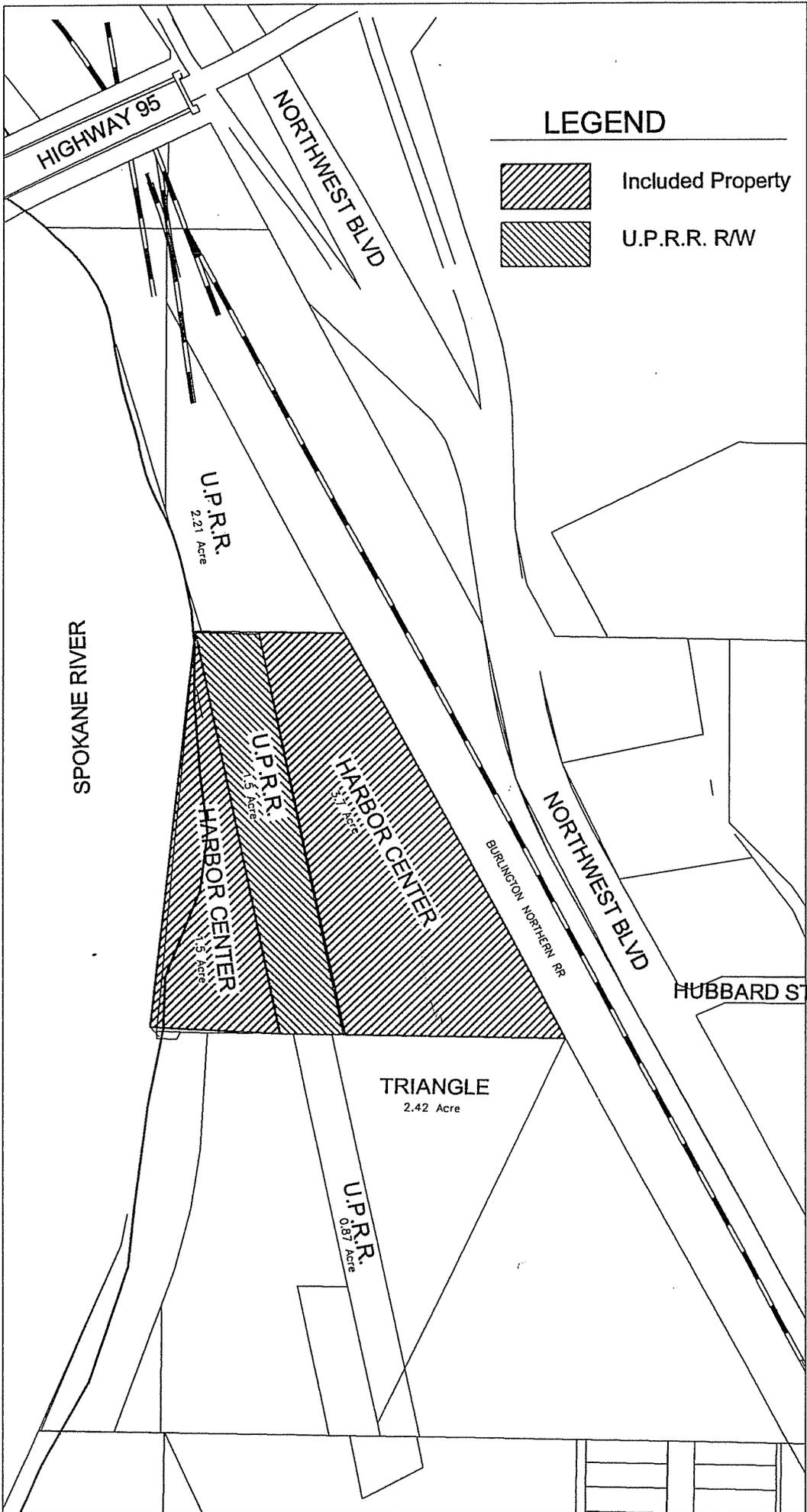
Thence northerly along said shore to the point of intersection of the North line of said Lot 7 with the Southwesterly line of the Spokane International Railroad, said point bears North $5^{\circ}33'43''$ East, 671.3 feet from last said point;

Thence along the North line of said Lot 7 South $89^{\circ}05'15''$ East, 233.0 feet to the Point of Beginning.

Except therefrom any portion lying beyond the legal high water mark of the Spokane River.

Subject to a 20 foot easement for railroad purposes, being 10 feet on each side the existing track.

1739109



1739109

EXHIBIT B

EXISTING LEASES AND ENCUMBERANCES

**THE FOLLOWING ARE THE EXISTING LEASES AND ENCUMBERANCES
TO THE HARBOR CENTER PROPERTY:**

- 1) The Building is encumbered by a Lease between the City of Coeur d'Alene and the Idaho Department of Law Enforcement, Idaho State Police Forensics (Term: 3/01/2000 to 6/30/2003)
- 2) The Land is subject to UPRR Railroad right of way (See, Exhibit A – SITE PLAN).
- 3) Land and Building are subject to "The 1995 Sewer Revenue Refunding Bonds."

ASSIGNMENT OF EXISTING LEASES

THIS ASSIGNMENT OF EXISTING LEASES (“**Assignment**”) is made between **City of Coeur d’Alene**, a municipal corporation (“**Assignor**”), and **The Regents of the University of Idaho**, a body politic and corporate organized and existing under the laws of the State of Idaho (“**Assignee**”).

RECITALS

A. Assignor is leasing to Assignee that certain real property and the improvements located thereon situated in the City of Coeur d’Alene, County of Kootenai, State of Idaho and commonly referred to as the Harbor Center Building.

B. Assignor, as landlord, leases portions of the Harbor Center Building to a tenant pursuant to the leases attached hereto as Exhibit “A” (“**Existing Leases**”).

C. Assignor desires to assign the Existing Leases to Assignee and Assignee desires to assume the Existing Leases pursuant to the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Effective as of June 1, 2002 (“**Effective Date**”), Assignor hereby assigns, conveys and transfers to Assignee all of Assignors right, title and interest in the Existing Leases. Assignee accepts the foregoing assignment and agrees to assume, pay, perform, discharge, as and when due, all of the covenants and obligations of landlord under the Existing Leases, which arise after the Effective Date and agree to be bound by all of the terms and conditions thereof after the Effective Date.

2. **Proration.** Any rent, charges, taxes or other sums due to Assignor under the Existing Leases shall be prorated between Assignor and Assignee as of the Effective Date. Both parties agree that as of the Effective Date, all sums due to Assignor accrued on or after the Effective Date under the Existing Leases shall be the property of Assignee and all sums owed by Assignor accrued on or after the Effective Date shall be the responsibility of Assignee.

3. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants to Assignee as follows:

3.1 Assignor has not heretofore assigned, subleased, mortgaged or otherwise transferred or encumbered the Existing Leases or Assignor's interest therein.

3.2 The Existing Leases attached hereto as Exhibit "A" are true, correct, and complete copies of all leases and occupancy agreements affecting or encumbering all or any part of the Harbor Center Building.

3.3 Assignor has the full right, power and authority to enter into this Assignment and perform the obligations hereunder without the prior consent of any other person, entity or governmental agency, which consent Assignor has not previously obtained.

3.4 The Existing Leases are in full force and effect and there are no existing defaults, or events or conditions which but for the passage of time would constitute a default pursuant to such Existing Leases.

4. **Indemnification.** Assignor shall indemnify, defend and hold harmless Assignee, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignee, its successors and

1739109

assigns, accruing on or before the Effective Date under the Existing Leases, arising from or pertaining to Assignor's use or occupation of the Harbor Center Building, or for any breach of Assignor's representations and warranties set forth in this Assignment.

Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns, from and against any and all damage, loss, liability, claim, cost, expense, action and cause of action (including, without limitation, attorneys' fees and the reasonable costs of investigation) incurred by or asserted against Assignor, its successors and assigns, accruing after the Effective Date under the Existing Leases, or arising from or pertaining to Assignee's use or occupation of the Harbor Center Building.

5. General Provisions. This Assignment shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.

5.1 The captions to the paragraphs are intended for convenient reference only and shall not be used and are not intended to modify, aid, describe or otherwise affect the meaning of the paragraph from that which is indicated by the text of the paragraph alone.

5.2 This Assignment is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Assignment shall be found to be invalid or unenforceable, the remainder of the Assignment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

5.3 This Assignment may be executed in counterparts and shall be effective upon execution of one or more of such counterparts by each of the parties hereto. Signature pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple(s) of this Assignment.

1739109

5.4 In the event any party hereto is composed of more than one (1) person, the obligations of such party shall be joint and several.

EXECUTED as of the date first above written.

ASSIGNOR:

City of Coeur d'Alene

ASSIGNEE:

The Regents of the University of Idaho

By: _____
Sandi Bloem, Mayor

By: _____
Jerry Wallace, Vice President, Finance

List of Exhibits:

Exhibit "A" - Existing Leases

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 240, Coeur d'Alene, Idaho**

2. Term. The term of this Lease Agreement is **40** months. As time is of the essence, the term of this Lease Agreement shall begin on **March 1, 2000** and shall end at midnight on **June 30, 2003**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$4,463.34** each. The lease payment shall be computed at a rate of **\$13.39** per square foot, per year. The total square footage of the Premises is **4,000**, subject to measurement using BOMA standard. The total yearly lease payment is **\$53,560.00**. Upon election by the Lessee to pay in advance _____ quarterly, _____ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

March 1, 2000 – June 30, 2000	\$13.39/sq.ft = \$17,853.36
July 1, 2000 – June 30, 2001	\$13.39/sq.ft = \$53,560.00
July 1, 2001 – June 30, 2002	\$13.39/sq.ft = \$53,560.00
July 1, 2002 – June 30, 2003	\$14.06/sq.ft = \$56,240.00

Lessor and Lessee agree to a 5% increase for the last year of the lease.

In addition, Lessee shall pay \$200 per year for use of a ballistics training and chemical storage area (190 sq. ft.).

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:

Domestic water and sewer.
Electricity.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).
Heating system and related equipment.
Cooling and air handling system and related equipment.
Electrical system and related equipment.
Sewer and plumbing systems and related equipment.
Exterior lighting, including landscaped areas, parking area and walkway.
Cleaning ground and parking area of debris weekly ___ monthly ___ other:

Common area janitorial service daily (excluding weekends and holidays) ___ other:

Trash removal from property weekly ___ other: _____
Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.
Light bulb and fluorescent tube replacement.
Ice and snow removal prior to start of each business day.
Directory sign with Lessee name.
Door sign with Lessee name.
Lawn and shrubbery care weekly during season.

C. Parking:

A total of 12 lighted and paved automotive parking spaces in the upper parking lot (including 0 of which will be secured) will be available and maintained with adequate

ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public

authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed \$3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is \$4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee \$8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and

1739109

without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-

1739109

1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E. Mullan, Coeur d'Alene, ID, 83816-0489** and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written

1739109

consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred twenty (120) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed \$3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

1739109

29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building Fund Advisory Council.

30. Executive Order 96-18. Executive Order 96-18 requires that long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all state buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 53 of the Uniform Building Code; (ii) use of alternative energy sources such as solar, geothermal, and co-generation; (iii) compliance with the intent of the Environmental Protection Agency's Green Lights State Partner program; (iv) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (v) "state-of-the-art" systems and equipment to conserve energy economically.

31. Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

32. Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

33. Lessor's Right to Lease. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people

1739109

known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term. Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours, shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: [Signature]

ATTEST:
Susan K. Weather
City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this 24th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Melissa Gottwald
Commission expires on 7/22/05
Residing at Coeur d'Alene, ID

LESSEE:

[Handwritten signature]

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 30th day of March, ²⁰⁰⁰~~19~~, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



E. Laraine McCoy
Commission expires on 2/10/05
Residing at Boise, Idaho

APPROVED BY:

Linda S. Wildhagen

Linda S. Wildhagen
Leasing Manager
Division of Public Works
Department of Administration

3/31/2000

Date

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between **City of Coeur d'Alene, 710 E. Mullan, Coeur d'Alene, ID 83816-3964** (the "Lessor"), and the STATE OF IDAHO, by and through **Department of Law Enforcement, Idaho State Police Forensics** (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. Lease of Premises. The Lessor does hereby demise and lease to the Lessee **1,000 square feet** of the Premises situated in the City of **Coeur d'Alene**, County of **Kootenai**, State of Idaho, known and described as follows: **1000 West Hubbard Street, Suite 220, Coeur d'Alene, Idaho.**

2. Term. The term of this Lease Agreement is **15 months**. As time is of the essence, the term of this Lease Agreement shall begin on **April 1, 2000** and shall end at midnight on **June 30, 2001**. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month to month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month to month occupancy upon ninety (90) days' prior written notice to the Lessee.

3. Payment. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of approximately **\$1,115.84** each. The lease payment shall be computed at a rate of **\$13.39** per square foot, per year. The total square footage of the Premises is **1,000**, subject to measurement using BOMA standard. The total yearly lease payment is **\$13,390**. Upon election by the Lessee to pay in advance _____ quarterly, _____ semi-annually, or **X** annually, the Lessor shall allow Lessee a discount of **3%**. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Upon receipt, Lessee shall forward Lessor's invoice to the State Controller for payment. Lessor specifically acknowledges that State vouchers are processed by the State Controller, not Lessee. Therefore, any payment that is made no later than sixty (60) days after it is actually due shall not be considered an event of default. Lessee shall use its best efforts to expedite payment. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.

Rents for the periods:

April 1, 2000 – June 30, 2000	\$13.39/sq. ft. = \$3,347.52
July 1, 2000 – June 30, 2001	\$13.39/sq. ft. = \$13,390.00

Because of unknown funding, Lessee has the option to renew annually.

4. Acceptance of Premises. Lessor shall deliver the Premises to Lessee in accordance with floor plans and specifications attached to this Lease Agreement as Exhibit A, and incorporated herein by reference. Prior to or at occupancy, Lessee shall provide Lessor with a written statement

acknowledging inspection and acceptance of the Premises. Anything contained in this Lease Agreement notwithstanding, Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by one untrained or unfamiliar with building inspections.

At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

5. No Waste; Repairs. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Repairs, except those actually necessitated by Lessee's waste, disfigurement or defacement, and except for repairs required by the removal of Trade Fixtures as provided for in Paragraph 12 of this Lease Agreement, shall be made solely at the Lessor's expense. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

It is understood and agreed to by Lessor that Lessee may, when funding is available, remodel to include carpet removal, removal of interior walls, and installation of tile flooring at Lessee's expense. The Lessee will dispose of all waste.

6. Services. The Lessor covenants that it will provide, perform, and pay for the following services and maintenance:

A. Utilities:

Domestic water and sewer.

Electricity.

B. Facility Repair and Maintenance:

General Building structure and related equipment (Interior and Exterior).

Heating system and related equipment.

Cooling and air handling system and related equipment.

Electrical system and related equipment.

Sewer and plumbing systems and related equipment.

Exterior lighting, including landscaped areas, parking area and walkway.

Cleaning ground and parking area of debris weekly ___ monthly ___ other:

Common area janitorial service daily (excluding weekends and holidays) ___ other:

Trash removal from property weekly ___ other: _____.

Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.

Light bulb and fluorescent tube replacement.

Ice and snow removal prior to start of each business day.

Directory sign with Lessee name.

Door sign with Lessee name.

Lawn and shrubbery care weekly during season.

C. Parking:

A total of **NA** lighted and paved automotive parking spaces (including **NA** of which will be secured) will be designated and maintained with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans With Disabilities Act (ADA).

D. Special Provisions:

1. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.
2. Lessee will construct a security wall and Lessor agrees to credit the Lessee \$500 on the rent.
3. No other special provisions exist.

7. Failure to Repair, Maintain or Service. In the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

8. Personal Injury Damages. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims against Lessor for damages to goods, wares, and merchandise, in or upon the Premises, and for injuries, damages loss, costs, and expenses to persons in or upon the Premises and for related expenses of Lessor for court costs and attorney's fees (whether or not litigation commenced) from any cause based on proven damages arising from the negligent acts or omissions of Lessee, Lessee's employees, officers, agents, and representatives or any material breach or default of the Lessee in the performance of its obligation hereunder.

9. Indemnification. Lessor hereby agrees to defend, indemnify and save Lessee harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorneys' fees of whatever nature or type, whether or not litigation is commenced, that the Lessee may incur, by reason of any act or omission of the Lessor, its employees or agents or any breach or default of the Lessor in the performance of its obligations under this Lease Agreement. The foregoing indemnity shall not apply to any injury, damage or other claim resulting solely from the act or omission of the Lessee.

10. Use of Premises. Lessee shall use the Premises for the following purposes: Lessee agrees that in its use of the Premises, it will comply with all federal, state, county, and city laws, statutes, regulations, ordinances, and rules concerning the use of the Premises and agrees that it will not conduct any unlawful business or conduct upon said Premises. Lessor expressly consents to Lessee's use of said Premises as Lessee's business office and laboratory. Lessee may not change the use of said Premises except with the express written consent of Lessor.

Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

11. Fire or Damage.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water,

wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy.

(i) Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

(ii) If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 11.B.(i), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space in which event, Lessor will pay moving expenses not to exceed \$3,000 and will pay Lessee an amount of any unexpended balance of rent credit equal to the current monthly rent of the Premises leased under this agreement for the period of time Lessee occupies other comparable space. For example, if such event took place within the second year of the occupancy when rent is \$4,463.34 per month and if Lessee occupies comparable office space for two months during renovation, then Lessor shall pay Lessee \$8,926.68. Any difference in rent between the comparable office space and the Premises leased under this agreement shall be the responsibility of Lessee. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

12. Alterations. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures and return the Premises in as close to original condition as possible, reasonable

wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

13. Default. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefor; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

14. Sufficient Appropriation by Legislature Required. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments. All future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

15. Assignment by Lessee - Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one-year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later. Additionally, the Department of Administration, at its option, upon providing thirty (30) days' written notice to the Lessor, may relocate the Lessee and assign the space to another state agency, department or institution. The Department of Administration agrees to first secure the prior written approval of Lessor. Said approval shall not be unreasonably withheld. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by the Department of Administration.

16. Right to Terminate Lease at Direction of City Council. The parties recognize and agree that Lessor is subject to certain provisions of the Idaho Code, and specifically, pursuant to Idaho Code Section 50-1401, should Lessor, through its City Council, find it necessary to use the Premises for city purposes, it is agreed that Lessor may terminate this Lease at any time after one year from the date of commencement of the Lease provided that Lessee is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Upon such termination date, Lessor shall refund to Lessee any unexpended balance of rent credit described above.

17. Officials, Agents and Employees of Lessee Not Personally Liable. It is agreed by and between the

Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. Relation of Parties. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. Notices. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at **710 E Mullan, Coeur d'Alene, ID 83816-3964**, and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in Boise, i.e., **P. O. Box 700, Meridian, ID 83680-0700**. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. Insurance. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. Lessee shall provide to Lessor a letter in essence in the form attached as Exhibit "A" advising Lessor of its self-insurance status. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law.

21. Termination. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated or renewed in accordance with the terms of this Lease Agreement.

22. Heirs and Assigns. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment of this Lease Agreement by the Lessor must be approved by the prior written consent of the Lessee, which consent shall not be unreasonably withheld.

23. Nonwaiver. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. Modification. This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. Renewal. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement. Notice of Lessor's offer to renew shall be given by the Lessor one hundred

twenty (20) days prior to the expiration of this Lease Agreement, including any extension. Lessee will have thirty (30) days to respond to Lessor's offer. If agreement is not reached by sixty (60) days prior to the expiration of the Lease Agreement, Lessor may lease the Premises to another party. The lease terms offered to a party not affiliated with the Lessor shall not be on more favorable terms than offered to Lessee, without first giving Lessee ninety (90) days to accept or reject those new terms. Lessor may, however, lease the Premises to a City department or to an agency established by the City on more favorable terms than offered to Lessee.

26. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. It is expressly agreed by the parties that odors emitting from the adjacent Wastewater Treatment Plant shall not constitute a health hazard requiring abatement measures. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard will be at the sole expense of the Lessor. Moving costs and consequential damages will be at the expense of Lessor in an amount not to exceed \$3,000.

27. Non Discrimination. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975 and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. Handicap Accessibility. Any space leased by the State of Idaho will meet or exceed standards for handicap accessibility as set out in the American National Standards Institute A117-1, 1992; Americans With Disabilities Act, Public Law 101-336 and applicable regulations; Uniform Building Code Chapter 11; and federal regulations applicable to the occupying agency.

29. Executive Order 98-02. All buildings owned or maintained by any state government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards Code No. 1, the Uniform Building Code, the Uniform Mechanical Code and the Uniform Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety and the Permanent Building

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34. Complete Statement of Terms. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

35. Non-Smoking Designation. Lessor has designated the interior of the Harbor Center Building a non-smoking area. To this end, Lessee will prohibit its employees, guests and invitees from smoking in the premises or in the Harbor Center Building and shall further post a sign indicating the same in a conspicuous place in the Premises.

36. Signs. Lessor will provide a location for a uniform directory sign within the building. No signs may be erected or used on the Premises without the prior express written consent of Lessor. Any signs so erected or used will be done at Lessee's cost and expense.

37. Access by Lessor. The Lessor or its agent shall have access to the leased Premises at all reasonable hours in order to inspect the same, to clean or to make necessary repairs within the leased Premises or the Center, or to show the Premises to prospective tenants or purchasers of the Premises or the Center. Lessee shall provide the names, addresses and telephone numbers of the people known to have keys to the Premises to Lessor and update it as necessary. In the event of emergency, Lessor may enter the Premises at any time.

38. Quiet Enjoyment. Lessor covenants that upon payment of the rent herein provided and the performance by the Lessee of all covenants herein, Lessee shall have quiet enjoyment of the premises, except as otherwise provided for herein. Lessee covenants that Lessee shall not interfere with the quiet enjoyment of the Harbor Center by other tenants of Lessor, including tenants and others who may be employees of the City. The parties recognize that expansion of the Wastewater Treatment Plant may occur near the Premises during the term of this lease or any extended term.

1739109

Lessee agrees that should such expansion occur, any aspect of said expansion, including, but not limited to, foul odors, construction, noise or detours shall not constitute a breach of quiet enjoyment by the Lessor. Furthermore, Lessee agrees that from the time this Lease commences, foul odors may emit from the Wastewater Treatment Plant and be noticed on the Premises but that said odors shall not constitute a breach of quiet enjoyment by Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

LESSOR:
CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: [Signature]

ATTEST:
Susan K. Weathers
City Clerk

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 24th day of March, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven A. Judy, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of City of Coeur d'Alene as Lessor, and acknowledged to me that he/she executed the same on behalf of the Lessor.

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



Melissa Gottwald
Commission expires on 7/22/05
Residing at Coeur d'Alene ID

1739109

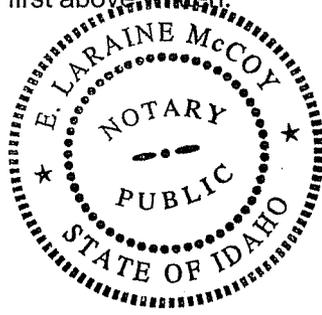
LESSEE:

[Handwritten Signature]

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 30th day of March, ²⁰⁰⁰~~19~~, before me, the undersigned, a Notary Public in and for said State, personally appeared E. D. Strickfaden, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Idaho Department of Law Enforcement as Lessee, and acknowledged to me that he/she executed the same on behalf of the Lessee.

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



E. Laraine McCoy
Commission expires on 2/10/05
Residing at Boise, Idaho

APPROVED BY:

[Handwritten Signature]
Linda S. Wildhagen
Leasing Manager
Division of Public Works
Department of Administration

3/31/2000
Date

**STATE BOARD OF EXAMINERS
Request for Recognition of Assignment**

“Assignor” as used herein is: City of Coeur d’Alene
 Address: 710 East Mullan
Coeur d’Alene, Idaho 83816

“Assignee” as used herein is: Regents of the University of Idaho
Vice President for Finance and Administration
PO Box 443162
 Address: Moscow, Idaho 83844-3162

“Board” as used herein is the State Board of Examiners, State of Idaho.

“Controller” as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

Real property leases regarding the STATE OF IDAHO, by and through the Idaho State Police as “Lessee” and Lessee’s occupancy of 1000 West Hubbard Street, Suites 220 and 240, Coeur d’Alene, Idaho

WHEREAS, the Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions below:

- (1) Assignee agrees that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.
- (2) If the State receives more than one claim against the amounts owed to Assignor, Assignee shall pay the State the total cost of evaluating such claims. These costs include, but are not limited to reasonable attorney’s fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.
- (3) As to any payments made by the State to Assignee on the above referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of

STAFF REPORT

DATE: May 15, 2006
FROM: Troy Tymesen, Finance Director
SUBJECT: Surplus Auction List

DECISION POINT:

The Council is requested to approve the attached list of surplus items for this year's surplus auction.

HISTORY:

Annually, the City liquidates underutilized and seized assets. Conducting a public sale completes the process. The City/County Surplus Auction is scheduled to be at the Kootenai County Fairgrounds on Saturday, June 17th. The auction will be conducted by Mr. Auction.

FINANCIAL ANALYSIS:

The budgeted revenue for the surplus auction is \$9,000.00 in this fiscal year. The auction generated \$8,688.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale.

PERFORMANCE ANALYSIS:

The items listed as surplus for the auction are no longer required by staff or have been seized by law enforcement. The public is then invited to acquire those items through a public sale.

QUALITY OF LIFE ANALYSIS:

A professional auctioneer, Mr. Auction, will provide auctioneer services. If the items are sold at auction, the City will no longer have to store unused items.

DECISION POINT:

The Council is requested to approve the attached list of surplus items for this year's surplus auction.

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
1	AMS CASE, PS	AMS CASE, PS	IT	Kirk Johnson
1	AMS CELERON 1.7	AMS CELERON 1.7	IT	Kirk Johnson
1	AMS P2	AMS P2	IT	Kirk Johnson
1	AMS P2	AMS P2	IT	Kirk Johnson
1	AMS CELERON 1.7	AMS CELERON 1.7	IT	Kirk Johnson
1	HP JETDIRECT 10BASET	JETDIRECT 10BASET	IT	Kirk Johnson
1	AMS PIII	PIII	IT	Kirk Johnson
1	AMS P2	P2 SERVER BOARD	IT	Kirk Johnson
1	AMS CELERON	AMS CELERON	IT	Kirk Johnson
1	AMS PIII , SCSI CARD	PIII W/ SCSI CARD	IT	Kirk Johnson
1	IMAGE READER / SERIAL	IMAGE READER / SERIAL	IT	Kirk Johnson
1	AMS PIII	PIII	IT	Kirk Johnson
1	CELERON 1.6 W/MB	CELERON 1.6 W/ MB	IT	Kirk Johnson
1	CELERON 1.5 W/MB	CELERON 1.5 W/ MB	IT	Kirk Johnson
1	INTEL PIII W/ MB	INTEL PIII W/MB	IT	Kirk Johnson
1	CELERON 1.5 W/MB	CELERON 1.5 W/ MB	IT	Kirk Johnson
1	HP DESKJET 1000C	DESKJET 1000C, Possibly Broken	IT	Kirk Johnson
1	2X 24PORT BOCANET	24 PORT BOCANET	IT	Kirk Johnson
1	17" GENERIC MONITOR	17" GENERIC MONITOR	IT	Kirk Johnson
1	Printer	LaserJet6L	Legal-Civil	Juanita Van Cleave
1	Xerox 3010 Fax/Copier	City ID #00518	Library	Bette Ammon
3	Typewriter tables	Metal ; on wheels	Library	Bette Ammon
1	Metal Book display	5' tall w/9 trays	Library	Bette Ammon
1	Metal sign stand		Library	Bette Ammon
1	Phonograph (LP) cart	Metal:12 bins	Library	Bette Ammon
1	Office desk	Metal:3 drawers	Library	Bette Ammon
2	Book carts	Metal: broken prts	Library	Bette Ammon
1	Office chair	Fabric: no arms	Library	Bette Ammon
2	Small table	Metal: 2 shelves	Library	Bette Ammon
1	Old Amplifier & tube radio	Used for paging	Library	Bette Ammon
1	Power supply	for pay phone	Library	Bette Ammon
1	Roll of carpet (short pile)	Blue/gray : 50" w	Library	Bette Ammon
1 set	Shelving legs	Metal: 60" tall	Library	Bette Ammon
2	Jeweler Magnifying Lamps	Black Metal	Library	Bette Ammon
1	World wall map (cc 1993)	On spring rod	Library	Bette Ammon

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
1 set	MitchellAutoRepair manuals	62 vols: '96-'01	Library	Bette Ammon
1	Mitchell Mech.Labor Estimate Guide	1974-2003	Library	Bette Ammon
1	Portable movie screen	40 x 40	Library	Bette Ammon
1	Portable movie screen	50 x 50	Library	Bette Ammon
1	2 drawer file cabinet	Metal: Black	Library	Bette Ammon
1	2 drawer file cabinet w/2 shelf locking cupboard	Metal: Gray	Library	Bette Ammon
1	Box of 10 file storage boxes	Letter size :	Library	Bette Ammon
		25"D x 13"L	Library	
3	Office chairs	Pinkish Fabric	Library	Bette Ammon
1	Desk top glass	23-3/4" x 39-3/4"	Library	Bette Ammon
1	Desk top glass	25.5 " x 48"	Library	Bette Ammon
2	Money bags (zipper/locking)	Heavy duty fabric: zipper & lock/key	Library	Bette Ammon
2	Dry erase board ERASERS	1 small & 1 large	Library	Bette Ammon
1	Browline Daily Planner	2006 : 8"x5"	Library	Bette Ammon
8	Lexmark 4201 Proprinter ribbons	Product code	Library	Bette Ammon
		#6328829	Library	
12	Panasonic printer ribbons	Product Code	Library	Bette Ammon
		#KX-P145	Library	
7	Panasonic printer ribbons	Product Code	Library	Bette Ammon
		#KX-P110i	Library	
1	Panasonic Electronic Typewriter Jetwriter IIe	City ID # 00074 Model #KX-E506E	Library	Bette Ammon
20	Olivetti printer ribbons	# 7842224 - For Panasonic Elect. Jetwriter IIe	Library	Bette Ammon
30	Dry lift off correction tapes	# 69TL - For Panasonic Elect. Jetwriter IIe	Library	Bette Ammon
1	Printwheel cartridge	For Panasonic Elect. Jetwriter IIe	Library	Bette Ammon
1	Owner's manual	For Panasonic Electronic Jetwriter IIe	Library	Bette Ammon
1	Phonograph player	In Black Case	Library	Bette Ammon
1	Brown Metal Desktop File Holder	6 slots	MS	Alison Palmer
1	Black Metal Desktop File Holder	4 slots	MS	Alison Palmer
1	Bostitch Model B12 Stapler		MS	Alison Palmer
1	Wilson Jones Vertical Expanding File	21 Pockets, A-Z	MS	Alison Palmer
1	Fellowes Flexible Boom Headset	Part #91517	MS	Alison Palmer
1	Fellowes Easy Glide Gel Wrist Rest/Mouse Pad		MS	Alison Palmer
1	Sanyo Memo-Scriber TRC 5020 Transcription Machine		MS	Alison Palmer

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
1	Black Plastic Step Sorter	Tenex, Part #23500	MS	Alison Palmer
1	Wilson Jones CopyHolder		MS	Alison Palmer
1	Black Rotating Pencil/Pen/Paperclip, Etc. Holder		MS	Alison Palmer
2	Plastic Officemate Desk Drawer Organizers		MS	Alison Palmer
1	Stockwell Two Hole Punch		MS	Alison Palmer
1	Blue 3M Gel Wrist Rest		MS	Alison Palmer
1	Liberty Copyholder		MS	Alison Palmer
1	Wall-Mount File Holder		MS	Alison Palmer
1	Giant Paperclip Style Memo Clip		MS	Alison Palmer
1	Wire Memo Spindle		MS	Alison Palmer
4	Sauder furniture wheels		MS	Alison Palmer
1	Black Plastic letter-size desk tray		MS	Alison Palmer
1	Monitor Stand		MS	Alison Palmer
1	Stackable 3-tier desktop sorter		MS	Alison Palmer
1	Box of Miscellaneous Hardware		MS	Alison Palmer
1	Desktop Organizer		MS	Alison Palmer
1	Fire drawer - metal frame		MS	Alison Palmer
2	Print Cartridges	Brother PC-201	Parks	Jackie Carbone
2	Color Print Cartridge Ribbons	Epson LQ-2500	Parks	Jackie Carbone
1	Color Option Kit User Guide	Epson LQ-2500	Parks	Jackie Carbone
5	Typewriter Correction B-268 Ribbons	Smith Corona - H	Parks	Jackie Carbone
2	Typewriter Lift-Off 269-LC Cassettes	Smith Corona - H	Parks	Jackie Carbone
5	Typewriter Pin-Wheels	Smith Corona - H	Parks	Jackie Carbone
2	Typewriter H21000 Ribbons	Smith Corona - H	Parks	Jackie Carbone
3	Typewriter Pin-Wheels	Misc.	Parks	Jackie Carbone
1	Printer Ribbon Cartridge	320886	Parks	Jackie Carbone
1	21" Snapper Mower	Not running	Parks	Jackie Carbone
3	21" Honda Mowers	Not running	Parks	Jackie Carbone
1	Canon Copier 2120 with base	Not working	Parks	Jackie Carbone
1	Large BBQ	Fromt Jewett House	Parks	Jackie Carbone
1	McLane Edger	Not working	Parks	Jackie Carbone
1	1999 Kawasaki Mule (parts missing)	Not working	Parks	Jackie Carbone
1	Gas Operated Compressor	Not working	Parks	Jackie Carbone
12	20' Vinyl Coated Wire Fence Panels	Green	Parks	Jackie Carbone
1	Swivel Office Chair	Black	Parks	Howard Gould

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
1	2-piece Wood Laminate Office Credenza	70" w x 18" d x 57" h	Parks	Howard Gould
1	Insect Control Light	21"w x 17"d x 12"h	Parks	Howard Gould
1	Vu-Lyte Projector		Parks	Howard Gould
1	Wall-Mount Oak Document Holder	4 compartments	Parks	Howard Gould
1	Panasonic cassette player		Police	Louise Martin
1	RadioShack battery charger		Police	Louise Martin
1	Energizer battery charger		Police	Louise Martin
1	Disk tray		Police	Louise Martin
6	Okidata Replacement toner kits	5210/7201	Police	Louise Martin
2	HD disk holders		Police	Louise Martin
1	Box of data binders		Police	Louise Martin
3	Boxes of Rolodex cards		Police	Louise Martin
1	Box of index guides		Police	Louise Martin
13	Boxes of Bostich staples		Police	Louise Martin
20	Boxes of OIC Standard staples		Police	Louise Martin
10	Boxes of Highmark staples		Police	Louise Martin
10	Boxes of Papermate refills	973-24	Police	Louise Martin
4	Metal paper file sorters		Police	Louise Martin
3	Metal file trays		Police	Louise Martin
1	Canon Bubblejet Faxphone	B640 Works, but leaks ink	Police	Louise Martin
2	Keyboard drawers		Police	Louise Martin
1	Typewriter stand	Metal	Police	Louise Martin
1	Yellow plastic magazine holder		Police	Louise Martin
1	Sharp View Polaroid camera & case		Police	Louise Martin
1	RCA movie camera & case		Police	Louise Martin
1	White wire shelf		Police	Louise Martin
1	Tripod		Police	Louise Martin
1	Bottle of Konica Toner		Police	Louise Martin
1	Black metal bookcase		Police	Louise Martin
1	White wood bookcase		Police	Louise Martin
1	5 drawer file cabinet		Police	Louise Martin
3	Index card file cabinets		Police	Louise Martin
1	Desk		Police	Louise Martin
1	Draper Luma 2 Wall Mounted Manual Screen	Screen is approx 96 X 120. (6" tear	Police	Louise Martin

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
		In top left corner	Police	
1	Light blue chair with wheels and arm rests		Police	Louise Martin
1	Dark Gray & White Plastic Desk with one drawer		Police	Louise Martin
1	2-sided White Board on Wheels		Police	Louise Martin
	Misc. old staples, hole punches & plastic trays.		Police	Louise Martin
7	Mojave Bicycle Frames	Majority of parts removed	Police	Louise Martin
1	Refrigerator	Blue, working condition unknown	Recreation	Steve Anthony
1	Shop Fabricated Truck Tire Removal Jig		Streets	Diana Booth
1	Ford 550 Tractor Loader	2214 Hours	Streets	Diana Booth
1	Cat #12 Series F Road Brader	466 Hours on Meter, SN 73G2348	Streets	Diana Booth
1	1984 GMC Diesel 7000 Sewer Jet Truck	81,839 Miles, VIN #1GDM7D1G3EV546300	Streets	Diana Booth
1	Craftsman Table Mounted 9" Belt/Disc Sander	No Motor, Mod #11322541	Streets	Diana Booth
1	Craftsman 10" Table Saw	Mod#113.295701, SN 0268-MO137	Streets	Diana Booth
1	Craftsman 12" Radial Arm Saw	Mod #113.29510	Streets	Diana Booth
1	EZ Liner Truck Mounted Pavement Stripper with 18 HP Briggs and Stratton Engine	Mod #AL100, SN 1G94095PS	Streets	Diana Booth
2	11 Foot Reversible Truck Snow Plows	Mod mod or serial number	Streets	Diana Booth
1	Gledhill 11 Foot Reversible Truck Snow Plow	Mod #11HSBPR2, SN 68356 (Marked 228)	Streets	Diana Booth
1	Computer Table	Oak finish, 36" x 24" x 30", on rollers, pull- out keyboard tray, tower shelf	Streets	Diana Booth
1	Printer stand	Putty color, 30" x 24" x 30"	Streets	Diana Booth
1	HP Injet Color Print Cartridge 41	Expired date	Streets	Diana Booth
3	HP Inkjet Color Print Catridge 78	expired dates	Streets	Diana Booth
1	Metal Desk	Putty color, walnut grain top, 60" x 30" x 29 1/2", center drawer, file/box drawer one side, other side has 3 box drawers	Streets	Diana
1	2' Piece of Gray Cord Concealer		Streets	Diana Booth
Misc.	Misc. Ledger Dividers, accounting column books, 3-ring notebooks smaller than 8 1/2 x 11		Streets	Diana Booth
3	3 1/2" diskette plastic storage drawers		Streets	Diana Booth
1	Gray Metal 7-tray Legal-size desk tray		Streets	Diana Booth
2	4' Suspended 4-tub flourescent electrical light fixture		Streets	Diana Booth

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
2	2' x 2' Metal Louver Vents		Streets	Diana Booth
1	Polaroid Sun 660 Auto Focus Camera w/film		Streets	Diana Booth
1	X-mas Tree Stand	for large tree	Streets	Diana Booth
1	Gevalia Drip Coffee Maker	No carafe	Streets	Diana Booth
1	Towelmaster Paper Towel Dispenser	No Key	Streets	Diana Booth
Case of 2	Filters for Pro Clean Paint Arrestors		Streets	Diana Booth
1	Mobile File Cart Tub		Streets	Diana Booth
1	1991 F250 Ford 3/4 Ton Truck	VIN#2FTHF25H7MCA70623	Water	Terry Pickel
4	Goodyear truck tires	7.50 - 16LT	Water	Terry Pickel
1	Armstrong Car	155R12 mounted on 4-hole rim	Water	Terry Pickel
1	JC Penney Truck Tire	78-15LT	Water	Terry Pickel
1	Cooper Car Tire	P225-75R15	Water	Terry Pickel
2	General Car Tire	Mounted on 5-hole rims, P225-75R15	Water	Terry Pickel
1	Unknown Brand Tire	P225-75R15	Water	Terry Pickel
1	General Truck Tire	Mounted on 6-hole wheel, LT225-75R16	Water	Terry Pickel
1	Firestone Truck Tire	Mounted on Split Rim, 8.25-20	Water	Terry Pickel
1	20" Monitor	AOC Color Monitor, working	WW	Sandee Riggs
1	20" Monitor	ViewSonic, working	WW	Sandee Riggs
1	20" Monitor	KDS, working	WW	Sandee Riggs
1	DSL Model	Fujitsu Speedport, unknown working condition	WW	Sandee Riggs
1	Color Printer	HP Deskjet 1220C, working condition unknown	WW	Sandee Riggs
1	Color Printer	HP Deskjet 660C, working condition unknown	WW	Sandee Riggs
1	Zip Drive	Iomega Zip 100 external drive, working condition unknown	WW	Sandee Riggs
1	Fax machine	Brother Intelligax 2600 Plain Paper Fax, working condition unknown	WW	Sandee Riggs
6	Fax toner cartridges	Brother TN-5000PF for Intellifax 2600	WW	Sandee Riggs
1	Television	Panasonic 21 ", working condition unknown	WW	Sandee Riggs
1	VCR	Sharp VC-A607, playback only	WW	Sandee Riggs
3	Table bases	Center post bases (1 with table top)	WW	Sandee Riggs
7	Mobile Phone Holsters	Verizon Motorola V60 Series, brand new	WW	Sandee Riggs

SURPLUS AUCTION

Quantity	Item Description	Notes	Dept.	Contact
2	Nextel Motorola Mobile Phone	i530, 1 with holster - 1 extra battery (SNN5705B)	WW	Sandee Riggs
16	Nextel Motorola mobile phones	i55sr, 12 with cases, 8 manuals	WW	Sandee Riggs
16	Nextel Motorola mobile phone batteries	i55sr, SNN5706A & NNTN4655A	WW	Sandee Riggs
1	Nextel Motorola Mobile Phone	i700plus with holster & manual	WW	Sandee Riggs
1	Nextel Motorola Mobile Phone	i205	WW	Sandee Riggs
12	Motorola Mobile Phone Charger	SPN4992A	WW	Sandee Riggs
1	Motorola Mobile Phone Chargers	SPN4474A	WW	Sandee Riggs
5	Motorola Mobile Phone Charger	NEX-190/V60/T720 Car Chargers	WW	Sandee Riggs
1	Motorola Mobile Phone Charger	SPN5037B	WW	Sandee Riggs
3	Motorola Mobile Phone Charger	PSM4940D	WW	Sandee Riggs
1	Motorola Mobile Phone Charger	PSM4250A	WW	Sandee Riggs
1	Motorola Mobile Phone Charger	PSM4716C	WW	Sandee Riggs
1	Motorola Charger Base	SPN4772A	WW	Sandee Riggs
2	Generic Charger Base		WW	Sandee Riggs
1	Logitech Trackman Marble Mouse		WW	Sandee Riggs
1	Forklift	TCM, Model FG25N4, works, Serial #2770357, 2500 KG, 3000 MM	WW	Don Keil
1	Fax Machine	Sharp UX-460 (partially works), Serial #97129510	WW	Don Keil
3	Multimeters	working condition	WW	Don Keil
Misc.	Radio and Walkie Talkie Equipment	Motorola and General Electric Handheld and Base Stations from the 1980's	WW	Don Keil
1	Inline RFP Fan	1.5 HP rated at 3,780 SCFM (works)	WW	Don Keil
3	Centrifugal RFP Fans	Rated at 4,140 SCFM (works)	WW	Don Keil

GENERAL SERVICES COMMITTEE

Date: May 8, 2006

From: Kirk Johnson, I.T. Network Admin

RE: Declare old hardware as zero-value surplus

Decision point:

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

History:

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

Financial Analysis:

The zero-value batch of items is not working, and does not have any value. It needs to be disposed of.

Performance Analysis:

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

Quality of Life Analysis:

Declaring these items as surplus will allow for Information Technology to dispose of zero value hardware.

Decision point/recommendation:

Declare the listed hardware as surplus with a zero-value and authorize staff to dispose of these items.

Item	Brand	Model	S/N	Tag #	Value	Problem	Use	Where is it	Prep
HP Laserjet 1300	HP	1300 Laserjet	CNBB169489	1898	0	Bad Fuser		Surplus	None
HP Fax 1230	HP	HP Fax 1230	cn371b108p	None	0	Will not print fax	Fire department station 2 fax machine	SURPLUS	NONE
HP SCANJET 4200C	HP	SCANJET 4200C	TW05S10364	None	0	SCANNER BULB IS BROKEN	MUNI SERVICES - AMY'S OLD SCANNER	SURPLUS	NONE
17" KDS MONITOR	KDS	17" KDS MONITOR	592123213	None	0	DEAD	POLICE DEPARTMENT	Surplus	NONE
17" KDS MONITOR	KDS	17" KDS MONITOR	592128676	None	0	DEAD	POLICE DEPARTMENT	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	482097810	None	0	DEAD	POLICE DEPARTMENT	Surplus	None
17" VIENTO	VIENTO	17" VIENTO MONITOR	FLZL0A903972U	None	0	PICTURE BLURRY - TUBE GOING DEAD	POLICE DEPARTMENT	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	681051103	None	0	TUBE GOING DEAD	POLICE DEPARTMENT	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	882232576	None	0	DEAD	POLICE DEPARTMENT	Surplus	None
17" ARCUS MONITOR	ARCUS	17" ARCUS MONITOR	GRFA394222855	None	0	DEAD	POLICE DEPARTMENT	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	482087927	None	0	DEAD	POLICE DEPARTMENT	Surplus	None
14" PERCOMP	PERCOMP	14" PERCOMP	S0452752	N00448	0	DEAD	POLICE DEPARTMENT	Surplus	None
AMS Case, CD	AMS	AMS Case, CD	none	2460	0	Empty case and cd-rom	Fsta1	Surplus	none
AMS Case, CD	AMS	AMS CASE	none	1674	0	EMPTY CASE	?	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	0792191543	1514	0	DEAD	?	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	0482089934	1575	0	DEAD	?	Surplus	None
17 " KDS MONITOR	KDS	17" KDS MONITOR	0991300852	1055	0	DEAD	?	Surplus	None
17" MITAC MONITOR	MITAC	17" MITAC MONITOR	PM71027374	1033	0	DEAD	?	Surplus	None
AMS CASE	AMS	AMS CASE	none	NONE	0	EMPTY CASE	?	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	0882244758	1439	0	DEAD	?	Surplus	None
TRIPPLITE UPS	TRIPPLITE	TRIPPLITE UPS	U18347421	NONE	0	DEAD	?	Surplus	None
AMS 486	AMS	AMS 486	NONE	1056	0	DEAD	?	Surplus	None
INTEL SLOT1 MB	INTEL	SLOT 1 MB	NONE	NONE	0	DEAD	?	Surplus	None
GIGABYTE MB / AMD CPU	GIGABYTE / AMD	GIGABYTE K7 / AMD XP	NONE	NONE	0	DEAD	?	Surplus	None
12X KEYBOARDS	MISC	MISC	NONE	NONE	0	BROKEN OR DEAD	?	Surplus	None
2X UPC 600 UPS	APC	600 NONE	NONE	NONE	0	DEAD	?	Surplus	None
LEXMARK Z43	LEXMARK	LEXMARK Z43	21200240791	None	0	DEAD	?	Surplus	None
17" LITE ON MONITOR	LITE ON	LITE ON MONITOR	743630265AD	NONE	0	DEAD	?	Surplus	None
HP DESKJET 340	HP	DESKJET 340	SG884120Q6	1085	0	DEAD	?	Surplus	None
LEXMARK Z605	LEXMARK	LEXMARK Z605	05381783968	1924	0	DEAD	?	Surplus	None
HP LASERJET 5L	HP	LASERJET 5L	JPCD189947	NONE	0	DEAD	?	Surplus	None
21" VIEWSONIC MONITOR	VIEWSONIC	21" VIEWSONIC E220	NONE	1811	0	DEAD	?	Surplus	None
TRIPPLITE UPS	TRIPPLITE	TRIPPLITE UPS	U18345817	NONE	0	DEAD	?	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	1745bab10050899	2115	0	DEAD	POLICE DEPARTMENT	Surplus	None
HP DESKJET 672C	HP	HP DESKJET 672C	?	2147	0	PRINT SMEARS	LIBRARY	Surplus	None
HP DESKJET 672C	HP	HP DESKJET 672C	?	2159	0	PRINT SMEARS	LIBRARY	Surplus	None
HP DESKJET 672C	HP	HP DESKJET 672C	?	2160	0	GEARS GRINDING	LIBRARY	Surplus	None
HP DESKJET 672C	HP	HP DESKJET 672C	?	2153	0	PRINT SMEARS	LIBRARY	Surplus	None
17" GATEWAY MONITOR	GATEWAY	17" GATEWAY	?	2062	0	BAD SIGNAL	LIBRARY	Surplus	None
HP DESKJET 695C	HP DESKJET 695C	HP DESKJET 695C	?	2142	0	WON'T FEED PAPER	LIBRARY	Surplus	None
17" KDS MONITOR	KDS	17" KDS MONITOR	0991305917	1054	0	DEAD	?	Surplus	None
2X BC PERSONAL TRIPP UPS	TRIPPLITE	BC PERSONAL TRIPPLITE	?	?	0	DEAD	?	Surplus	None
HP DESKJET 812C	HP	HP DESKJET 812C	MX01U1TOKD	2030	0	DEAD	?	Surplus	None
SHARP FAX MACHINE	SHARP	F0-4700	07101245	NONE	0	DEAD		IT ROOM	

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 22, 2006
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Policy for Public Works contracting

DECISION POINT

Staff is requesting that Council amend the policy for Public Works Contracting to reflect the changes in State law.

HISTORY

State law provides various requirements for contracting for the construction of public works. The Council adopted our contracting policy in May of 2004 that compiles all the State requirements into one document. Last year State law regarding public works contracting was changed so our policy needs to be updated.

FINANCIAL ANALYSIS

There is no measurable financial impact from this policy. It is administrative in nature.

PERFORMANCE ANALYSIS

Adoption of this policy will provide consistency City wide and assure that all State laws are followed in our Public Works contracting process. The major changes are as follows

- Projects over \$100,000 must be advertised for bid. This was changed from \$25,000.
- Projects from \$25,000 to \$100,000 require 3 bids from licensed Public Works Contractors. This was changed from \$10,000.
- Projects less than \$25,000 do not require a bid. This was changed from \$10,000.

In addition, the policy has been amended to require Contactor registration for projects that do not require a Public Works Contracting license. Amending our policy will bring us into conformance with state law.

RECOMMENDATION

Staff recommends that Council adopt the attached amended policy for Public Works Contracting.

RESOLUTION NO. 06-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AMENDING THE POLICY FOR PUBLIC WORKS CONTRACTING.

WHEREAS, the City Council adopted a Policy for Public Works Contracting per Resolution No. 04-064 on June 1, 2004; and

WHEREAS, since June, 2004, State Law has changed regarding Public Works; and

WHEREAS, the Engineering Department requests an amendment to the Policy for Public Works Contracting to comply with State Law; and

WHEREAS, and after recommendation by the Public Works Committee, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such policies be amended; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the amendment attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 6th day of June, 2006

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PUBLIC WORKS CONTRACTING GUIDELINES

	<i>Less than \$5000</i>	<i>\$5000 to \$10,000</i>	<i>\$10,000 to \$24,999</i>	<i>\$25,000 to \$99,999</i>	<i>\$100,000 or more</i>
TYPE OF CONTRACT	Verbal or simple written contract	Simple written contract ¹	Simple written contract ¹	Standard written contract ²	Standard written contract ²
SIGNATURE REQUIRED	Department Head	Department Head	Department Head	Mayor	Mayor
WORKERS COMP	Required	Required	Required	Required	Required
PUBLIC WORKS LICENSE	Not required- Contractor registration only	Not required- Contractor registration only	Not required- Contractor registration only	Required³	Required
PERFORMANCE BOND (100% of contract)	Not required	Required if there is liability exposure to City	Required if there is liability exposure to City	Required if there is liability exposure to City	Required
MATERIAL BOND (100% of contract)	Not required	Required if there is liability exposure to City	Required if there is liability exposure to City	Required if there is liability exposure to City	Required
INSURANCE	Policy naming City as additionally insured	Policy naming City as additionally insured			
LEGAL DEPT REVIEW	Copy to legal	Copy to legal	Opportunity for Legal to review and comment	Legal review required	Legal review required
COUNCIL APPROVAL	None if budgeted item. Needed if not in budget	None if budgeted item. Needed if not in budget	None if budgeted item. Needed if not in budget	Separate approval required	Separate approval required
BID PROCESS	None required	None required	None required	Obtain 3 bids from PWC³ (67-2805)	Follow public bidding process (67-2805)
NOTICE TO STATE TAX COMMISSION	Not required	Not required	Not required < \$10k	Required	Required
95% IDAHO RESIDENCY (may not apply to Federal grant projects)	Required	Required	Required	Required	Required

1 Copy of contract to City clerk with Insurance certificate and Bonds

2 Originals to City Clerk with Insurance certificate and Bonds

3 Projects < \$50K do not require PWC license if no "responsive statement of interest" has been received. (54-1903)

GENERAL SERVICES COMMITTEE

DATE: December 27, 2004
FROM: Susan Weathers, Municipal Services Director/City Clerk
SUBJECT: City Logo

DECISION POINT:

Would the City Council approve the proposed Logo for CDA TV?

HISTORY:

The CDA TV Committee is recommending approval of the attached CDATV logo.

This logo will be used for channel identification on the City's government/education channel 19.

The basis behind the Osprey is that it represents the television channel's focus of a bird's eye view of the city and since the Osprey return each year and nest at McEuen Play Field adjacent to City Hall, it was the bird of choice for the television channel.

FINANCIAL ANALYSIS:

There is no significant cost to adding the logo to the television channel.

PERFORMANCE ANALYSIS:

The FCC requires station identification of television channels throughout the day. By adding a logo to the channel, it will become easily identifiable by the public as the City's government/public education channel.

DECISION POINT/RECOMMENDATION:

It is requested that the General Services Committee recommend the Council approve the proposed logo design for the City's government/public education channel.



PUBLIC WORKS COMMITTEE
STAFF REPORT

DATE: May 22, 2006
FROM: Christopher H. Bates, Project Manager
SUBJECT: **Vacation of Utility Easements in Lot A, Crown Addition and Lot 2, Block 1 Eaton Addition.**

DECISION POINT:

Bill Thompson, applicant and owner of the subject property is requesting the vacation of the unused utility easements that cross lots and currently have residential structures built over them.

HISTORY:

The requested easement vacation entails an area that has been the subject of four different subdivision plats (Coeur Addition 1970, Coeur 1st Addition 1975, Eaton Addition 2004 & Crown Addition 2005) which has caused the original easements that were defined as 5.0 feet wide along the lot lines (original Coeur Addition) to become totally unaligned to current conditions.

FINANCIAL ANALYSIS:

There would be no financial impact to the City if the vacation request were approved.

PERFORMANCE ANALYSIS:

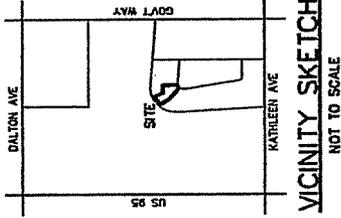
The applicant is requesting the vacation of the easements in advance of yet another replatting of the subject property (Royal Crown Condominiums, June Planning Commission meeting) in order to remove them. Since the easements are devoid of facilities, and have had structures erected over portions of them, their application has become unnecessary.

RECOMMENDATION:

It is recommended that the Public Works Committee approve the request, direct staff to proceed with the vacation process per Idaho State Code, Section 50-1306A, and, recommend the setting of a public hearing on the vacation request before the City Council for June 20, 2006.

SKETCH FOR VACATION

SE 1/4 OF SEC. 35, T 51N, R 4W, BM
CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO



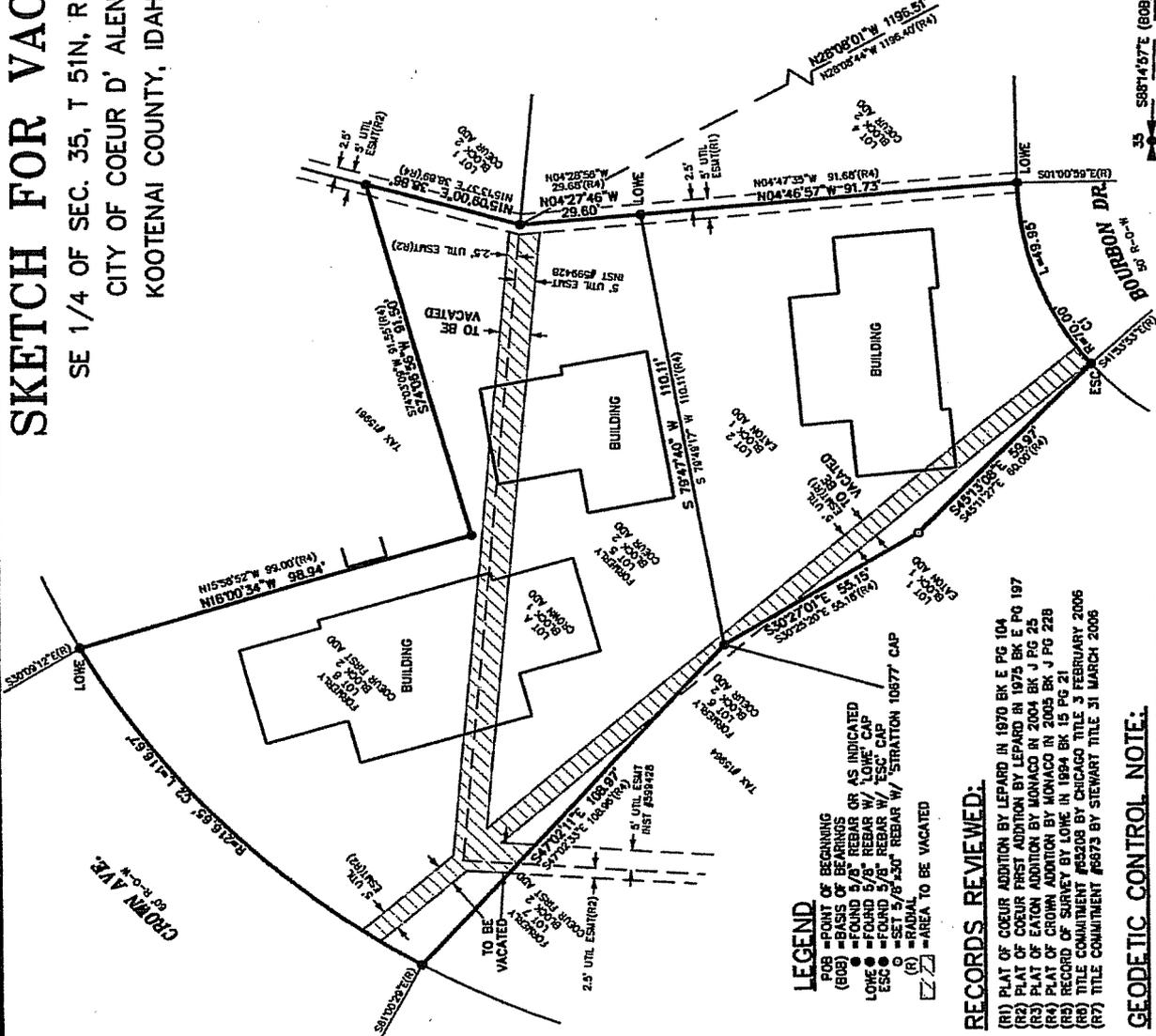
VICINITY SKETCH
NOT TO SCALE

DELTA	RADIUS	LENGTH	CHORD
C1 40°52'54"	70.00'	48.85'	58°32'34"W 48.85'
40°53'32"	70.00'	30.00'	58°03'14"W 48.94'(R4)
30°51'16"	216.65'	116.67'	54°25'10"W 115.26'
30°51'34"	216.65'	116.71'	54°28'01"W 115.30'(R4)
15°39'01"	70.00'	18.12'	55°55'38"W 19.06'
28°15'53"	70.00'	30.83'	57°22'04"W 30.58'
83°12'13"	3.60'	5.23'	58°28'27"E 4.78'
12°28'33"	216.65'	216.65'	53°13'46"W 47.08'
18°22'44"	216.65'	69.50'	55°03'26"W 69.20'

DESCRIPTION OF EASEMENTS TO BE VACATED:

THAT PORTION OF THOSE EASEMENTS CREATED BY COEUR ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK E OF PLATS AT PAGE 104, COEUR FIRST ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK E OF PLATS AT PAGE 197 AND KOOTENAI COUNTY RECORDER INST #398428, ALL IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO LYING WITHIN LOT A, BLOCK 1 OF THE PLAT OF CROWN ADDITION AS RECORDED WITH KOOTENAI COUNTY IN BOOK J OF PLATS AT PAGE 228 AND LOT 2, BLOCK 1 OF EATON ADDITION AS RECORDED WITH KOOTENAI COUNTY IN BOOK J OF PLATS AT PAGE 25 AND DESCRIBED AS FOLLOWS:

THE NORTHERLY 5 FEET AND WESTERLY 2.5 FEET OF FORMER LOT 5, BLOCK 2 OF SAID PLAT OF COEUR ADDITION, THE NORTHERLY 2.5 FEET AND WESTERLY 5 FEET OF FORMER LOT 6, BLOCK 2 OF SAID COEUR ADDITION, THE NORTHERLY 2.5 FEET AND WESTERLY 5 FEET OF FORMER LOT 7, BLOCK 2 OF SAID COEUR ADDITION, THE WESTERLY 2 FEET AND SOUTHERLY 2.5 FEET OF FORMER LOT 8, BLOCK 2 OF SAID COEUR FIRST ADDITION.



LEGEND

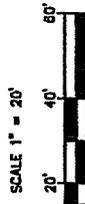
- POB - POINT OF BEGINNING
- (BOB) - BASIS OF BEARING
- - FOUND 5/8" REBAR OR AS INDICATED
- - FOUND 5/8" REBAR W/ ESC CAP
- - FOUND 5/8" REBAR W/ ESC CAP
- - FOUND 1/2" REBAR W/ STRATTON 10577 CAP
- (R) - REMAIN
- - AREA TO BE VACATED

RECORDS REVIEWED:

- (R1) PLAT OF COEUR ADDITION BY LEFARD IN 1970 BK E PG 104
- (R2) PLAT OF COEUR FIRST ADDITION BY LEFARD IN 1975 BK E PG 197
- (R3) PLAT OF EATON ADDITION BY MONACO IN 2004 BK J PG 25
- (R4) PLAT OF CROWN ADDITION BY LOWE IN 1994 BK J PG 228
- (R5) RECORD OF SURVEY BY LOWE IN 1984 BK 15 PG 21
- (R6) TITLE COMMITMENT #63208 BY CHICAGO TITLE 3 FEBRUARY 2006
- (R7) TITLE COMMITMENT #6673 BY STEWART TITLE 31 MARCH 2006

GEODETTIC CONTROL NOTE:

THIS SURVEY HELD THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, T 51N, R 4W, BM FOR A BASIS OF BEARING. COORDINATES FOR THE SOUTHWEST QUARTER CORNER OF SAID SECTION ARE: N 27°08'04" E 234854.724' E L 2204.12' COORDINATES FOR THE SOUTHEAST CORNER OF SAID SECTION ARE: N 22°06'23.458" E 2356948.283' THESE COORDINATES WERE OBTAINED FROM THE KOOTENAI COUNTY SURVEYOR'S WEBSITE AND ARE USFET IN THE NAD83(92) IDAHO WEST ZONE, COORDINATE SYSTEM. THE BEARING BETWEEN THESE COORDINATES, SOUTH 88° 14' 57" EAST, WAS HELD FOR A BASIS OF BEARING. THE SOUTH QUARTER CORNER WAS HELD FOR A BASIS OF ELEVATIONS. THE COMBINED SCALE FACTOR FROM GROUND TO GRID IS 0.9996600714. THE CONVERGENCE ANGLE AT THE SOUTHEAST CORNER IS -0°48'01". GRID COORDINATES AT THE POINT OF BEGINNING ARE: N 2507878.48 E 2368522.13. ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.



BASES OF BEARING
GRID NORTH
SEE GEODETTIC CONTROL NOTE
EQUIPMENT USED

RTK GPS
3" TOTAL STATION
BASIS OF ELEVATIONS
NGVD29

SEE GEODETTIC CONTROL NOTE

STRATTON SURVEYING & MAPPING
 500 N. 1000 E.
 RENO, IDAHO 83400
 PHONE: (208) 867-2834
 FAX: (208) 867-3542
 www.strattonsurvey.com

SURVEY FOR
THOMPSON

INDEX		R.	
1/4 1/4	SEC	T.	R.
	35	51N	4W

37105K1.DWG
DATE: 4/27/08
DRAWN BY: RLS
JOB # 3710

May 16, 2006

The City council voted to allow Stefanie Ellis to represent the City of Coeur d'Alene in legal matters upon approval of her limited license to practice law. The scope of this authorization to engage in limited representation of the City is pursuant to Idaho State Bar Commission Rule 221.

Sandi Bloem, Mayor

May 16, 2006

The City council voted to allow Lacy Blair to represent the City of Coeur d'Alene in legal matters upon approval of her limited license to practice law. The scope of this authorization to engage in limited representation of the City is pursuant to Idaho State Bar Commission Rule 221.

Sandi Bloem, Mayor

DATE: MAY 24, 2006
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JULY 5, 2006

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-6-05	Applicant: City of Coeur d'Alene Request: Downtown Development Regulations	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **July 5, 2006**

JS:ss

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Kathy Lewis Municipal Services 05-10-06
Department Name Employee Name Date
Request made by: Timothy & Phyllis Gray (husband & wife) 762-5510
Name Phone
7658 Sweet River Drive CDA 83815
Address

The request is for: / Repurchase of Lot(s)
/ / Transfer of Lot(s) from _____ to _____
Niche(s): 085, 086, 087
Lot(s): _____, _____, _____, _____, _____, _____. Block: H Section: CRE
Lot(s) are located in / / Forest Cemetery. / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / Certificate of Sale must be attached.
Person making request is / Owner / / Executor* / / Other* _____
*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ N/A) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie L Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
TIM & PHYLLIS GRAY
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 200 per lot.
R.D.E. by 5/10/06 3 = \$600.00
Supervisor's Initial Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 5-11-06
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

TO: CITY COUNCIL
FROM: Kathy Lewis, Municipal Services
RE: FIREWORKS STANDS
DATE: May 30, 2006



This is a request for the City Council to approve the following list of persons who are requesting a permit from the City of Coeur d'Alene to sell fireworks at the following locations for the 2006 fireworks season.

	Location	Applicant
1	Runge Furniture 303 East Spokane Street Coeur d'Alene, ID 83814	Scott Peterson PO Box 869 Pinehurst ID 83850
2	Safeway Store #295 1001 North Fourth Street Coeur d'Alene ID 83814	Rathdrum-Lakeland Kiwanis Ernie Carr 416 East Third Street Post Falls, ID 893854
3	Fred Meyer 560 West Kathleen Coeur d'Alene, ID 83814	Amazing Grace Fellowship Darin Teichmer 16504 West Laurel Drive Medical Lake. WA
4	Walgreen's 335 West Appleway Coeur d'Alene, ID 83815	Denise Turbyfill 1428 West Eighth Avenue Spokane WA
5	Goodwill Store North 1212 Fourth Street Coeur d'Alene, ID 83814	John Matthews 6510 North Division Street Spokane WA 99202
6	Safeway #1470 121 Neider Avenue Coeur d'Alene, ID 83815	Gospel Lighthouse Church Jeff Stark 4089 East Hope Avenue Post Falls, ID 83854
7	Albertson's 220 Ironwood Drive Coeur d'Alene, ID 83814	Joe Hoffman Sr 18906 East Sandusky River Lane Greenacres WA 99016
8	K-Mart 201 West Neider Avenue Coeur d'Alene, ID 83815	Michelle Stull Po Box 427 Murray ID 83874
9	Super 1 Foods 305 West Kathleen Avenue Coeur d'Alene, ID 83815	Mary Quinn and Angie Quinn 251 Pinecrest Loop Sandpoint ID 83864
10	Silverlake Mall 200 West Hanley Avenue Coeur d'Alene, ID 83814	Ross Carper 852 North Summit Blvd. #304 Spokane WA 99201
11	Shopko 217 West Ironwood Drive Coeur d'Alene, ID 83814	Life River Fellowship John Happy 6905 East Trent -Suite C Spokane Valley, WA 99212

** Note-There are no vendors from Coeur d'Alene

March 14, 2006

To: Coeur d'Alene City Council

From: Coeur d'Alene Planning and Zoning Commission

RE: Request for Statement of Intent regarding the use of eminent domain

We on the Planning and Zoning Commission are concerned about the increased use by municipalities across the country of the power of eminent domain to take property from private citizens and give it to businesses for commercial use. We believe that the application of eminent domain in this fashion is a violation of personal property rights. We do, however, continue to support the traditional use of eminent domain when necessary for essential municipal services. The people of our community would appreciate a clear statement declaring that the City of Coeur d'Alene will never use the power of eminent domain to take personal property and give it to a commercial concern.

We are aware that the State of Idaho is considering some action on this subject, but the time involved in moving this issue through the proper channels cannot be predicted. We are also aware that a statement from the City Council may not have great legal weight, however an overall declaration of intent from the City would help assuage public anxiety and clarify the respect the City has for the rights of personal property owners.

Thank you for your attention to our concerns.

Sincerely,

D R A F T
Response to Request from Planning Commission

To: City of Coeur d'Alene Planning Commission

Re: Eminent Domain

Thank you for bringing your concerns regarding eminent domain to the City's attention. We also appreciate the heightened level of awareness nationwide and share your respect for private property rights.

The City of Coeur d'Alene, as you are aware, cannot take any action which may be binding upon future councils, and so is not in a position to make a declaration in perpetuity as requested. In addition, as our City continues to grow, it is important to maintain and enhance any options we have available in order to grow in a manner that is sustainable and healthy.

The City's actions must be in accordance with all laws, and the City's history would show that it has not abused its privilege to exercise eminent domain. In my review, it appears that the City has exercised eminent domain one time, and that was for the purpose of enhancing the wastewater treatment facility many years ago.

Thank you for sharing your thoughts and rest assured, that we take seriously, as does the Planning Commission, any action involving private property rights.

**CITY COUNCIL
STAFF REPORT**

DATE: June 6, 2006
FROM: Christopher H. Bates, Project Manager
SUBJECT: **Indiana Arms Condominium Plan Phase II, Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of the Indiana Arms Condominium Plan Phase II, an eight (8) unit condominium development.

HISTORY

Applicant: Kevin Bettis
Indiana Arms Development, LLC
19962 W. Riverview Drive
Post Falls, ID 83854

Location: Northwest corner of 3rd Street & Indiana Avenue.

Previous Action:

1. Preliminary plat approval by the CdA Planning Commission, April 2006.

FINANCIAL ANALYSIS

There are no agreements, bonds or financial items related to this plat approval.

PERFORMANCE ANALYSIS

All site development issues were previously addressed during the construction of the building.

QUALITYOF LIFE ANALYSIS

Final plat approval will allow the developer to proceed with the sale of individual units in the newly constructed building.

DECISION POINT RECOMMENDATION

1. Approve the final plat of the Indiana Arms Condominium Plan Phase II.

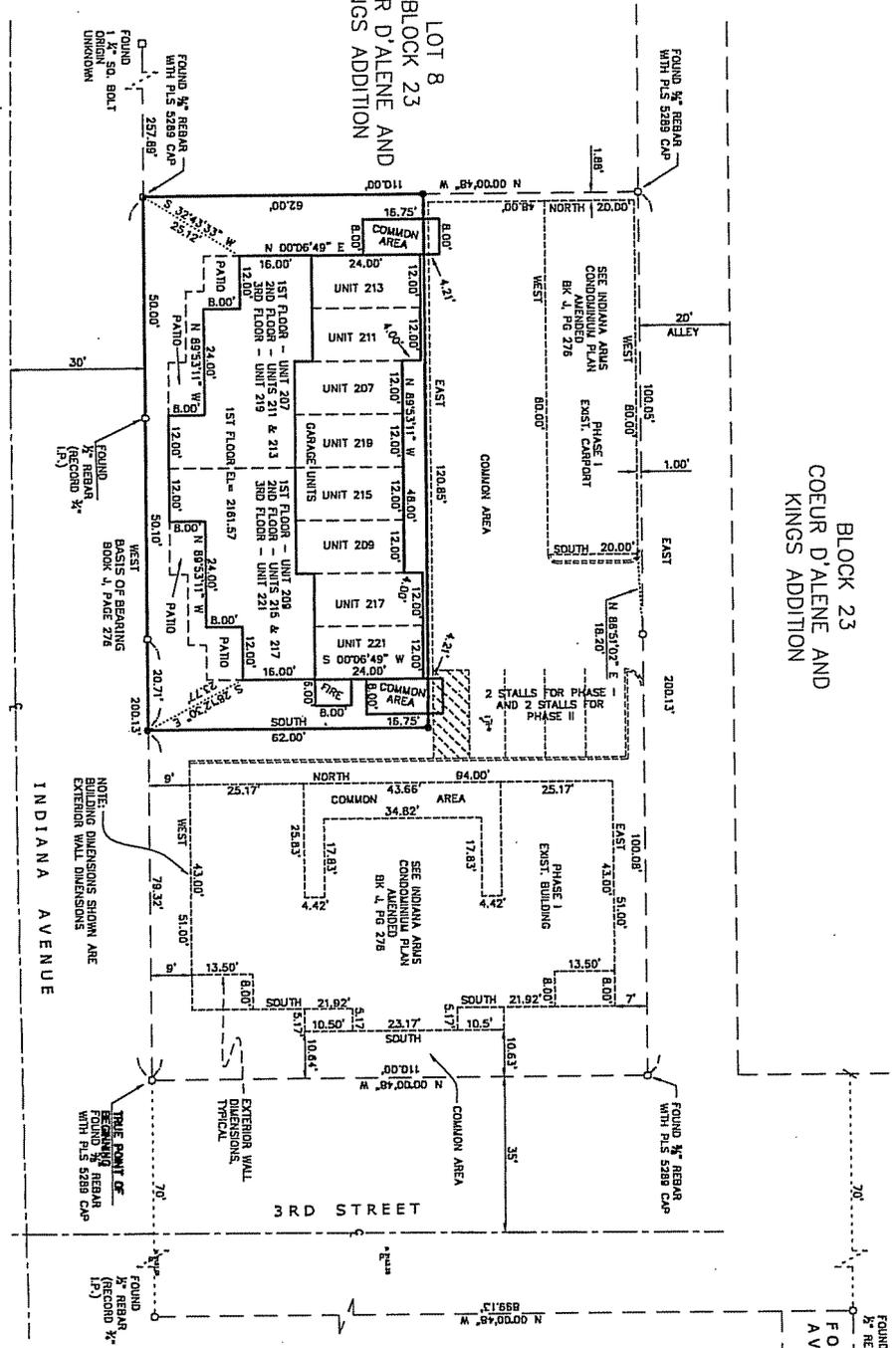
INDIANA ARMS CONDOMINIUM PLAN PHASE II

A PORTION OF INDIANA ARMS CONDOMINIUM PLAN AMENDED, BOOK J, PAGE 276

IN BLOCK 23, COEUR D'ALENE AND KINGS ADDITION
IN PORTION OF THE SW¹/₄, SEC. 13, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INST. No. _____

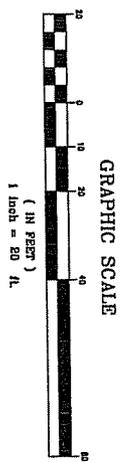
BLOCK 23
COEUR D'ALENE AND
KINGS ADDITION



NOTE
SHEET 2 - 1ST FLOOR INTERIOR DIMENSIONS
SHEET 3 - 2ND FLOOR INTERIOR DIMENSIONS
SHEET 4 - 3RD FLOOR INTERIOR DIMENSIONS



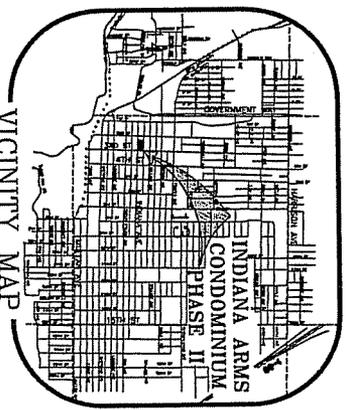
RUSSELL G. HONSAKER, P.L.S. NO. 5289



- LEGEND**
- SET ¹/₂" REBAR WITH CAP MARKED PLS 5289.
 - FOUND SURVEY POINTS AS NOTED

REFERENCES
-INDIANA ARMS CONDOMINIUM PLAN AMENDED, BOOK J, PAGE 276

NOTES
-ELEVATION DATUM: CITY BENCHMARK A-6, NW BOLT HEAD FOR LIGHT POLE AT THE CORNER OF 4TH AND INDIANA, EL.=2174.78
-OWNER(S) OF EACH OF THE UNITS DESICED HERON SHALL INCLUDE AN UNDIVIDED INTEREST IN THE COMMON AREA FOR THE PROJECT, BEING THE UNDIVIDED INTEREST DESIGNATED IN THE DECLARATION OF GOVERNANT'S CONDITIONS, AND RESTRICTIONS RECORDED AS INSTRUMENT NO. _____



INDIANA ARMS CONDOMINIUM PLAN		PHASE II	
SCALE: 1"=20'	13-50N-4W	C238PH2	20240101
DATE: 3/1/08			
<p>FRANK & SUTANA, PA Consulting Engineers</p> <p>603 West 18th Street, Coeur D'Alene, Idaho, 83814 Ph: (208) 838-7101 / Fax: (208) 838-7102 / Email: frank@frankandSutana.com</p>		<p>ES SHEET 1 OF 5</p>	

ANNOUNCEMENTS

Memo to Council

DATE: May 31, 2006
RE: Appointments to Boards/Commissions/Committees

At the June 6, 2006, City Council Meeting, the Mayor is asking that you approve the appointment to the Planning Commission for:

Melinda George

A copy of her application is in front of Council mailboxes.

Sincerely,



Victoria C. Bruno
Project Coordinator/Assistant to Mayor and Council

Cc: Mayor Sandi Bloem
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Dave Yadon, Staff Liaison
Municipal Services Director Susan Weathers
Amy Ferguson, Executive Assistant

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, May 22, 2006
4:00 p.m., Council Chambers

MEMBERS PRESENT

Deanna Goodlander, Chairman
Ron Edinger
A.J. "Al" Hassell, III

CITIZENS PRESENT

Tom Green, Coeur d' Alene Press

STAFF MEMBERS PRESENT

Mike Gridley, City Attorney
Renata McLeod, Project Coordinator
Wendy Gabriel, City Administrator
Troy Tymesen, Finance Director
Kirk Johnson, IT
Aaron Sanders, IT
Steve Anthony, Recreation Department
Kenny Gabriel, Fire Chief

**Item 1. CDA TV/Proposed Logo.
(Consent Calendar)**

Renata McLeod noted that the FCC requires stations identification of television channels throughout the day. By adding a logo to the channel, it will become easily identifiable by the public as the City's government/public education channel.

MOTION: THE COMMITTEE is recommending that the City Council approve the proposed logo design for the City's government/public education channel.

**Item 2. CDA TV Production Services Agreement/with NIC's Jeff Crowe.
(Consent Resolution No. 06-036)**

Renata McLeod is asking for approval of a contract with Jeff Crowe for the City's television production services through North Idaho College. Renata noted that it has been the goal and vision of the staff who work with CDA TV to join with North Idaho College in producing the various programs and information aired on CDA TV Channel 19, the City's government/ public education channel. The vision is a relationship whereby the local high schools and North Idaho College combine their educational curriculum and the City provide the media outlet for the benefit our community's youth who wish further their training in the multi-media field. Renata added that ultimately, it is staff's vision that all production would be done through North Idaho College with the CDA TV Board overseeing the programs that are aired on CDA TV 19. With this in mind, staff is recommending that the Council approve the contract with North Idaho College's video producer Jeff Crowe as the first step in transitioning the production of CDA TV Channel 19 to North Idaho College. The estimated contract amount would be \$40,800 per year compared to the previous contract of \$41,592 per year.

Additionally, Renata informed the Committee that this line item will be over budget as follows:

Current Contract for July	\$3,466.00
Hourly 19.50/hr for 60 hrs	\$1,170.00
New Contract 7/15 to 9/30	<u>\$8,500.00</u>
Total	\$13,136.00

This proposed change may trigger a budget amendment for the Municipal Services Department.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-036 approving a contract with Jeff Crowe for the operation of the City's television channel and authorizing to request an amendment to the 05-06 FY budget as presented by staff.

**Item 3. University of Idaho lease/extension of Master Lease at Harbor Center.
(Consent Resolution No. 06-036)**

Wendy Gabriel asked the Committee to approve the extension of the current Master Lease Agreement between the Board of Regents of the University of Idaho and the City of Coeur d' Alene. Wendy noted that U of I entered into a five-year Master Lease Agreement with the City on May 13, 2002. During the five-year term of the Master Lease, the parties agreed to negotiate in good faith the acquisition of the property by the University for higher education purposes. Although the University has occupied the premises and utilized them for higher education purposes, the overall Higher Education Corridor concept involving all of the education institutions has not gained momentum until recently. The planning effort is expected to be contracted in the next two weeks and will take some time to complete. The acquisition of the mill site is in its initial stages, and the railroad abandonment procedures are currently being reviewed. Wendy further noted that although this is all good news, completion of these very important steps will not occur before the termination of the University's Master Lease. The University has agreed to extend the Master Lease as it is in the best interest of all parties to continue their partnership in the Higher Education Corridor concept.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-036 approving the extension of a Master Lease with the University of Idaho for Harbor Center.

**Item 4. Surplus Property/Declaration of surplus Property for Annual Auction.
(Consent Resolution No. 06-036)**

Troy Tymesen presented a list of surplus items for this year's surplus auction. Troy noted that the budgeted revenue for the surplus auction is \$9,000 in this fiscal year. The auction generated \$8,688 last fiscal year. The costs for the auction are shared with the County, School District 271 and possibly the City of Sandpoint, and deducted from our gross revenues. Councilman Hassell expressed his concern with the number of printer toner cartridges listed on this years surplus auction list as well as last years and requested IT address this problem.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-036 approving the list of surplus items for this year's surplus auction.

**Item 5. Zero – Value Surplus Property/Disposal of zero-value computer hardware.
(Consent Resolution No. 06-036)**

Kirk Johnson asked for authorization to dispose of zero-value surplus items as listed.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-036 declaring the list of hardware as surplus with zero-value and authorize staff to dispose of said items.

**Item 6. Equipment Rental Agreement/Agreement with the Idaho Department of Lands.
(Agenda Item – Resolution No. 06-000)**

Kenny Gabriel asked for approval of this years Equipment Rental Agreement with the Idaho Department of Lands. Kenny noted the Fire Department has been part of the IDL immobilization plan for Wildland fires for eight years. Each year they evaluate the reimbursement rates and set a new fee schedule. This agreement covers the Fire Departments expenses in the event they send an apparatus and personnel to a Wildland fire out of the area.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 approving this years Equipment Rental agreement with the Idaho Department of Lands.

**Item 7. Purchase of Equipment/New Fire Engine.
(Agenda Item - Motion)**

Kenny Gabriel asked for approval to allow the Fire Department to piggy back on the City of Boise's Fire Department's Engine Bid Specifications and save approximately \$50,000 by purchasing prior to new emissions standards. Kenny noted that included in the FD apparatus replacement plan they are to purchase a new fire engine to replace the current fire engine at Fire Station #2. They have recently learned that new federal emissions regulations will increase the price of new diesel engines dramatically. The FD would like to purchase the chassis as soon as possible and avoid the increase as well as the 15% projected increase in building the entire engine. Funds will also be saved by piggy backing with the Boise FD. The estimated price of the engine is \$400,000 which will be covered by the General Obligation Bond funds. Kenny added that although they plan to purchase the chassis now, they plan on waiting up to two years to put the engine into service.

MOTION: THE COMMITTEE is recommending that the City Council allow the Fire Department to piggy back on the City of Boise's Fire Department's Bid Specifications for a new fire engine.

**Item 8. Request for Qualifications/Library Art.
(Agenda Item - Motion)**

Steve Anthony is asking the Council to approve the Library's Public Art RFQ. Steve noted that the City's Public Art ordinance requires that 1% of Public Works project costs be set aside in a Public Art Fund. The Library project will have approximately \$150,000.00 for public art, using LCDC funds and funds from the project itself. Steve said two sites for public art have been identified in the request for qualifications, two inside (entry way floor and ceiling piece) and one outside the building.

MOTION: THE COMMITTEE is recommending that the City Council approve the Library's Public Art RFQ.

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: May 15, 2006

From: Kenny Gabriel, Fire Chief

Re: Department of Lands Rental Agreement

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

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

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

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

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

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

RESOLUTION NO. 06-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR EQUIPMENT RENTAL, WITH THE IDAHO DEPARTMENT OF LANDS ITS PRINCIPAL PLACE OF BUSINESS AT 3706 INDUSTRIAL AVENUE, Coeur d' Alene, Idaho 83815.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Equipment Rental Agreement with the Idaho Department of Lands, pursuant to terms and conditions set forth in the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Equipment Rental Agreement, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of June, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EMERGENCY EQUIPMENT RENTAL AGREEMENT

1. ORDERING OFFICE (name and address) MICA FIRE PROTECTION DISTRICT 3706 INDUSTRIAL AVENUE COEUR D'ALENE ID 83815		AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT 2. AGREEMENT NUMBER IDL-220-06-01 3. PG 1 OF 4						
4. CONTRACTOR a. name and address CITY OF COEUR D'ALENE FIRE DEPARTMENT 320 FOSTER COEUR D'ALENE ID 83814 b. EIN/SSN: 82-6000176		3. EFFECTIVE DATES a. beginning 6-15-06				b. ending 12-31-06		
b. telephone number (day) 208 769-2340		d. telephone number (night) 208 664-2615		5. POINT OF HIRE (location when hired) At location of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT				
7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT		8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNER <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE						
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)	
a. 1985 MACK/GRUMMAN E1 S/N 1MZH144C9GM0C1187 LICENSE #F413 FOAM 5%		4	FULLY	OPERATED	RATES	HR	N/A	
b. 1985 MACK/GRUMMAN E1 S/N 1MZH144COGMOO 1188 LICENSE F414 FOAM 5%		4	2513.70	DAY	179.55	HR	N/A	
c. 1999 E-One E1 S/N 4EN3AAA82X1001059 LICENSE F409 FOAM 5%		4	2513.70	DAY	179.55	HR	N/A	
d. 1986 CHEVY 4X4 1 TON WE6 SN 1GBJK34W1GJ160914 LICENSE F1258		2	1425.00	DAY	105.00	HR	N/A	
e. 1999 CHEVY BLAZER UTILITY S/N 1GNOT13W2X216107 LICENSE F407		1	UNOPER	RATES	.23	MILE	N/A	
f. 1988 GMC 2 Ton WE4 S/N 1GDM7D1E5JV505207 LICENSE F1843		2	836.00	DAY	60.00	HR	N/A	
g. 1999 CHEVY BLAZER UTILITY S/N 1GN0T23W2X2A6S079 LICENSE F 6		1	52.00	DAY	.23	MILE	N/A	
14. SPECIAL PROVISIONS Hourly rate applies to first and last day, not to exceed daily rate. NRCG supplemental terms and conditions to the general clauses are included in the rate book and incorporate herein. If a second operational period is required, the following amounts apply as the daily rates, E1=\$4,565.00, WE6=\$2,807.00. Fiver percent of the unoperated rate has been added for foam metering capabilities as applicable (see above). Number of personnel is minimum per shift. The utilities and sedan shall be paid unoperated daily rates plus mileage. A copy of this agreement, with associated documentation, must be returned to the Mica FPD, Idaho Department of Lands for Payment! Any questions call 208-769-1577.								
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE SANDY BLOEM, MAYOR			16. DATE	17. CONTRACTING OFFICER'S SIGNATURE GARY C. DARRINGTON, RESOURCE SUPERVISOR			18. DATE	
19. PRINT NAME AND TITLE SANDY BLOEM, MAYOR				20. PRINT NAME AND TITLE GARY C. DARRINGTON, RESOURCE SUPERVISOR				

2. ORDERING OFFICE (name and address) MICA FIRE PROTECTION DISTRICT 3706 INDUSTRIAL AVENUE COEUR D'ALENE ID 83815				Agreement Number Must Appear On All Papers Relating To This Agreement 4. AGREEMENT NUMBER IDL-220-06-01 5. PG 4 OF 4				
3. EFFECTIVE DATES								
		a. beginning 6-15-06		c. ending 12-31-06				
14. CONTRACTOR a. name and address CITY OF COEUR D'ALENE FIRE DEPARTMENT 320 FOSTER COEUR D'ALENE ID 83814 b. EIN/SSN: 82-6000176			15. POINT OF HIRE (location when hired) At location of hire 16. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT					
c. telephone number (day) 208 769-2340		d. telephone number (night) 208 664-2615		17. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT				
18. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNER <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE								
19. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		20. NUMBER OF OPERATORS	21. WORK OR DAILY		22. SPECIAL		23. GUARANTEE (8 or more hours)	
			a. rate	b. unit	a. rate	b. unit		
a. 2004 INTERNATIONAL AMBULANCE S/N 1HTMRAAMX4H650544 LICENSE #C13360		2	FULLY 375.00	OPERATED DAY	RATES 9.25	MILE	N/A	
b. 2005 DODGE DAKOTA PICKUP S/N 1D7HW48N355149870 LICENSE #F1891		1	41.00	DAY	0.18	MILE	N/A	
c. 12005 FORD F250 4X4 PICKUP S/N 1FTSW21Y95EB87482 LICENSE F1842		1	52.00	DAY	0.23	MILE	N/A	
d. KAWASAKI MULE ATV S/N JK1AFCJ186B507876 LICENSE # M533		1	80.00	DAY	N/A	N/A	N/A	
e. YAMAHA PORTABLE PUMPS (2EA) S/N GCAAK-1097388 S/N GCAAK-1096958		1	60.00	DAY	N/A	N/A	N/A	
f.								
g.								
19. SPECIAL PROVISIONS Hourly rate applies to first and last day, not to exceed daily rate. NRCG supplemental terms and conditions to the general clauses are included in the rate book and incorporate herein. If a second operational period is required, the following amounts apply as the daily rates, E1=\$4,565.00, WE6=\$2,807.00. Fiver percent of the unoperated rate has been added for foam metering capabilities as applicable (see above). Number of personnel is minimum per shift. The utilities and sedan shall be paid unoperated daily rates plus mileage. A copy of this agreement, with associated documentation, must be returned to the Mica FPD, Idaho Department of Lands for Payment! Any questions call 208-769-1577.								
20. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE			21. DATE	22. CONTRACTING OFFICER'S SIGNATURE		23. DATE		
21. PRINT NAME AND TITLE SANDI BLOEM, MAYOR			22. PRINT NAME AND TITLE GARY C. DARRINGTON, RESOURCE SUPERVISOR					

EMERGENCY EQUIPMENT RENTAL AGREEMENT

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7. OPERATOR FURNISHED BY <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT							
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9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)
			a. rate	b. unit	a. rate	b. unit	
a. WATEROUS FLOTO PUMP P2 S/N 12076 150 GPM @ 27 PSI		1	60.00	DAY	N/A	N/A	N/A
b. WATEROUS FLOTO PUMP P2 S/N 11873 150 GPM @ 27 PSI		1	60.00	DAY	N/A	N/A	N/A
c. 1999 KAWASAKI 4-WHEELER S/N JKALF8CIXYB578129 M258		1	80.00	DAY	N/A	N/A	N/A
d. 1991 CHEVY SUBURBAN S/N IGNEVI6K8ME128728 F1500		1	64.00	DAY	.33	MILE	N/A
e. 2003 Spartan S/N 4s7at32903c043246 Lic# F1630		4	2394.00	DAY	179.55	HR	N/A
f. 1995 Dodge Ram Pickup 4x4 Lic# F1701 S/N 1b7kf26w1ss163634		1	46.00	DAY	.21	MI	N/A
g. 2006 GMC 5500 WE6 S/N 1GDE5C3246F416107 Lic#		2	675.00	DAY	48.00	HR	N/A
14. SPECIAL PROVISIONS Same as Page 1.							
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE SANDI BLOEM, MAYOR			16. DATE	17. CONTRACTING OFFICER'S SIGNATURE GARY C. DARRINGTON, RESOURCE SUPERVISOR			18. DATE
19. PRINT NAME AND TITLE SANDI BLOEM, MAYOR				20. PRINT NAME AND TITLE GARY C. DARRINGTON, RESOURCE SUPERVISOR			

EMERGENCY EQUIPMENT RENTAL AGREEMENT

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		2. AGREEMENT NUMBER IDL-220-06-01 3. PAGE 3 OF 4						
		3. EFFECTIVE DATES a. beginning 6/15/06 b. ending 12/31/06						
4. CONTRACTOR a. name and address CITY OF COEUR D'ALENE FIRE DEPARTMENT 320 FOSTER COEUR D'ALENE ID 83814 b. EIN/SSN: 82-6000176		5. POINT OF HIRE (location when hired) At location of hire 6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> GOVERNMENT						
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8. TYPE OF CONTRACTOR ("X" appropriate boxes) <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNER <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> GOVERNMENT EMPLOYEE								
9. ITEM DESCRIPTION (include make, model, year, serial number and accessories)		10. NUMBER OF OPERATORS	11. WORK OR DAILY		12. SPECIAL		13. GUARANTEE (8 or more hours)	
		a. rate	b. unit		a. rate	b. unit		
a. 2000 Ford 350 Ambulance Lic# C 1163 S/N 1fdwe35foyha94738		2	375.00	DAY		9.25	MI	N/A
b. 2000 Ford 350 Ambulance Lic# C9911 S/N 1fdse30f4xha15608		2	375.00	DAY		9.25	MI	N/A
c. 1994 Ford 350 Ambulance Lic# C10252 S/N 1fdke30m2rha81960		2	375.00	DAY		9.25	MI	N/A
d. 2000 Ford Explorer Lic# C8778 S/N 1fmyu7oe771ua63033		1	52.00	DAY		.23	MI	N/A
e. 2000 Dodge Durango Lic# F1702 S/N 1b4hs28n8yf130266		1	52.00	DAY		.23	MI	N/A
f. 1996 Ford Explorer F1308 S/N 1fmdu35povua01254		1	52.00	DAY		.23	MI	N/A
g. 2006 GMC 5500 VIN # 1GDE5C3246F416107		2	1425.00	DAY		105.00	HR.	N/A
14. SPECIAL PROVISIONS Same as Page 1. Ambulances day rate is based on transport plus milage per transport.								
15. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE SANDI BLOEM, MAYOR			16. DATE	17. CONTRACTING OFFICER'S SIGNATURE GARY C. DARRINGTON, RESOURCE SUPERVISOR			18. DATE	
19. PRINT NAME AND TITLE SANDI BLOEM, MAYOR				20. PRINT NAME AND TITLE GARY C. DARRINGTON, RESOURCE SUPERVISOR				

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: May 16, 2006

From: Kenny Gabriel, Fire Chief

Re: Rescue Truck

DECISION POINT: For Mayor and Council to Allow the Fire Department to go to Piggy Back on Boise Fire Department's Engine Bid Specifications and save approx. \$50,000 by purchasing prior to new emission standards.

HISTORY: In the Fire Department's Apparatus replacement plan we were to purchase a new fire engine to replace the current fire engine at fire station #2. We have recently learned that new federal emissions regulations will increase the price of new diesel engines dramatically. We would like to purchase the chassis as soon as possible and avoid the increase as well as the 15% projected increase in building the entire engine. We will also save funds by Piggy backing with the Boise Fire Department on their recent fire engine purchase, again saving funds.

FINANCIAL ANALYSIS: The Estimated price of the engine is \$400,000. This will be covered by General Obligation Bond funds.

PERFORMANCE ANALYSIS: Allowing the Fire Department to buy under the Boise Fire Department bid will save thousands. We have used this process before with great success. Although we plan on purchasing the chassis at a lower dollar amount, we plan on waiting up to two years to put the engine in service, thus following the current apparatus replacement plan.

DECISION POINT/RECOMMENDATION: For Mayor and Council to allow the Fire Department to go to Piggy Back on Boise Fire Department's Bid Specifications for a new fire engine.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

Item #10

Date: May 17, 2006
From: Steve Anthony Recreation Director
SUBJECT: Library Public Art Call for Artists

DECISION POINT:

Does the General Services Committee want to forward a recommendation to the City Council to approve the library Public Art RFQ?

HISTORY:

The City's Public Art ordinance requires that 1% of cost all public works projects be set aside in a Public Art Fund.

FINANCIAL ANALYSIS:

The Library project will have approximately \$150,000.00 for public Art, Using LCDC Funds and Funds from the project itself.

PERFORMANCE ANALYSIS:

The Arts Commission has prepared the Library Public Art RFQ. Two sites have been identified on inside the building and another outside the building. (See Attached)

DECISION POINT / RECOMMENDATION:

Does the General Services Committee want to forward a recommendation to the City Council to approve the Library Art call for Artists?

Call to Artists

Coeur d'Alene Public Library

Coeur d'Alene, Idaho

Public Art Locations:

- Library Entryway Floor and Ceiling Piece
- Outside Art

Public Art Budget:

Interior Art: \$100,000.00

Exterior Art: \$50,000.00

Submission Deadline:

Received by 5:00 pm
July 28, 2006



Cd'A Arts Commission
c/o Steve Anthony
City of Coeur d'Alene

Mailing Address:
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

t: (208) 769-2249
f: (208) 769-2284
stevea@cdaid.org



Introduction and Overview

The Coeur d'Alene Arts Commission invites artists/artist teams to submit qualifications for public art within and on the site of a soon to be constructed public library, with construction scheduled to begin in May, 2006 and a projected completion date of July, 2007. The library will be located within the city limits of Coeur d'Alene, Idaho, with a current estimated population of 40,000. The library site is located at the edge of McEuen Field, which includes basketball courts, ballfields, tennis courts, and views of Lake Coeur d'Alene and Tubbs Hill (a natural recreation trail). There is a future plan to upgrade the park facilities. The library building will be part of a civic campus, which includes City Hall to the south. (See attached area map).



Facility Description

The Library building itself is a two-floor structure with approximately 18,500 square feet per floor. The lower level will open into a park-side plaza. The main level will include a grand entryway from the parking lot. (See attached design drawings).



Project Goals

The Artwork should:

- Be appropriately themed for a Public Library
- Provide a positive impression and lasting memory for visitors and citizens
- Be designed and fabricated for durability and ease of maintenance



Budget

The budget for this project is \$100,000.00 for the interior art and \$50,000.00 for the exterior art. The budget includes the artist's design fee, travel, materials, coordination with the design consultants, fabrication costs, transportation, installation of the work, and recommendation for a maintenance plan.



Description of Public Art Project

The artist/artist team may submit a Letter of Interest for one or both of the following art projects.

1. Entryway Flooring with Matching Grand Entry Ceiling Piece:

The main entry-way includes a 28' x 8' vestibule (which will be covered by walk-off carpeting); open areas for artistic floor coverings including the 28' x 17' Lobby and triangular sections on either side of the two stairways (8' x 11'). The ceiling height is 23'. The grand entry will be enhanced with natural lighting.

2. Outside Art:

The piece shall be placed at the edge of the park in a designated plaza area (noted on the map attached).

Call to Artists

Coeur d'Alene Public Library

Coeur d'Alene, Idaho

Public Art Locations:

- Library Entryway Floor and Ceiling Piece
- Outside Art

Public Art Budget:

Interior Art: \$100,000.00

Exterior Art: \$50,000.00

Submission Deadline:

Received by 5:00 pm

July 28, 2006



Cd'A Arts Commission
c/o Steve Anthony
City of Coeur d'Alene

Mailing Address:
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

t: (208) 769-2249
f: (208) 769-2284
stevea@cdaid.org



Selection Process

Phase 1

Responses to this Request for Qualifications will be evaluated by a selection committee consisting of seven (7) voting members including at least 3 arts professionals, two of whom must be artists; (b) the project's architect or landscape architect or engineer or the project manager; (3) a citizen who may be from the neighborhood impacted by the project; (4) councilmember, and (5) a council-appointed representative of special interest. Non-voting members of the selection committee shall include members of the Coeur d'Alene Arts Commission and city staff. Selection criteria to be used for consideration shall include, but not be limited to the following: Artistic quality, context, media, permanence, public safety, diversity, feasibility, and duplication. In addition to the selection criteria, additional criteria to be considered for selecting artists shall include, but not be limited to (1) a proven ability to work effectively in collaborative situations; (2) experience in architecture or landscape-based projects; and (3) experience working with design professionals and integrating artistic concepts into construction documents. Artists will be notified if they are accepted into Phase 2.

Phase 2

The finalists chosen from the initial round of proposals will be awarded \$500 to prepare final proposals, including project drawings and/or a scale model/maquette for the proposed public art project, an itemized budget, time-line, work schedule, and installation requirements. Applicants should be mindful that the projects they propose must be done within budget and the established time frame. Finalists should formally present their proposals to the selection panel at a time and place to be determined. The selection panel will select one artist/artist team's proposal, which will be submitted to the Arts Commission, who will then make its recommendation to the City Council. A contract for services and artwork will be executed by the City with the selected artist. The artwork becomes the property of the City of Coeur d'Alene.



Timeline

These dates are subject to change.

07/14/2006

Questions due by 5:00 p.m.

07/28/2006

Submissions of qualifications due by 5:00 pm

09/08/2006

Selection Panel narrows submissions to 3-5 finalists

10/09/2006

Finalists present proposals and maquettes

10/12/2006

Display of finalist maquettes at Mayor's Awards in the Arts

11/10/2006

Selection Panel makes selection

11/21/2006

Approval by Arts Commission and City Council

Late Summer 2007

Installation completed

Call to Artists

Coeur d'Alene Public Library

Coeur d'Alene, Idaho

Public Art Locations:

- Library Entryway Floor and Ceiling Piece
- Outside Art

Public Art Budget:

Interior Art: \$100,000.00

Exterior Art: \$50,000.00

Submission Deadline:

Received by 5:00 pm
July 28, 2006



Cd'A Arts Commission

c/o Steve Anthony
City of Coeur d'Alene

Mailing Address:
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

t: (208) 769-2249
f: (208) 769-2284
stevea@cdaid.org



Submission Requirements

Please submit the following materials to the address below:

1. A brief, one-page printed letter of interest addressing selection criteria and highlighting particular qualifications and perceptions about the project
2. Current resume. If applying as a team, each team member must submit a resume.
3. 10-20 jpg images of previous, relevant work
4. Image list listing image number, name, title, etc., and a brief description
5. Provide detailed information on the cost of the five (5) best completed commissions including total budget, change order history, references, and time-line from start to finish
6. Provide one (1) "quick sketch" style, laminated illustration limited to 11 x 17 to show the Selection Panel your initial "idea," "theme," etc. for the project. This is not a final design—just ideas to illustrate your creative thought process.
7. References. Include name, title, address, e-mail and current daytime telephone number for each reference.
8. News articles or reviews (optional)
9. Self-addressed and stamped envelope for return of materials if you want them returned.
10. Mail submissions to:
Steve Anthony, Arts Commission Liaison
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
11. Submission deadline: All submittals must be received no later than 5:00 p.m., July 28, 2006.

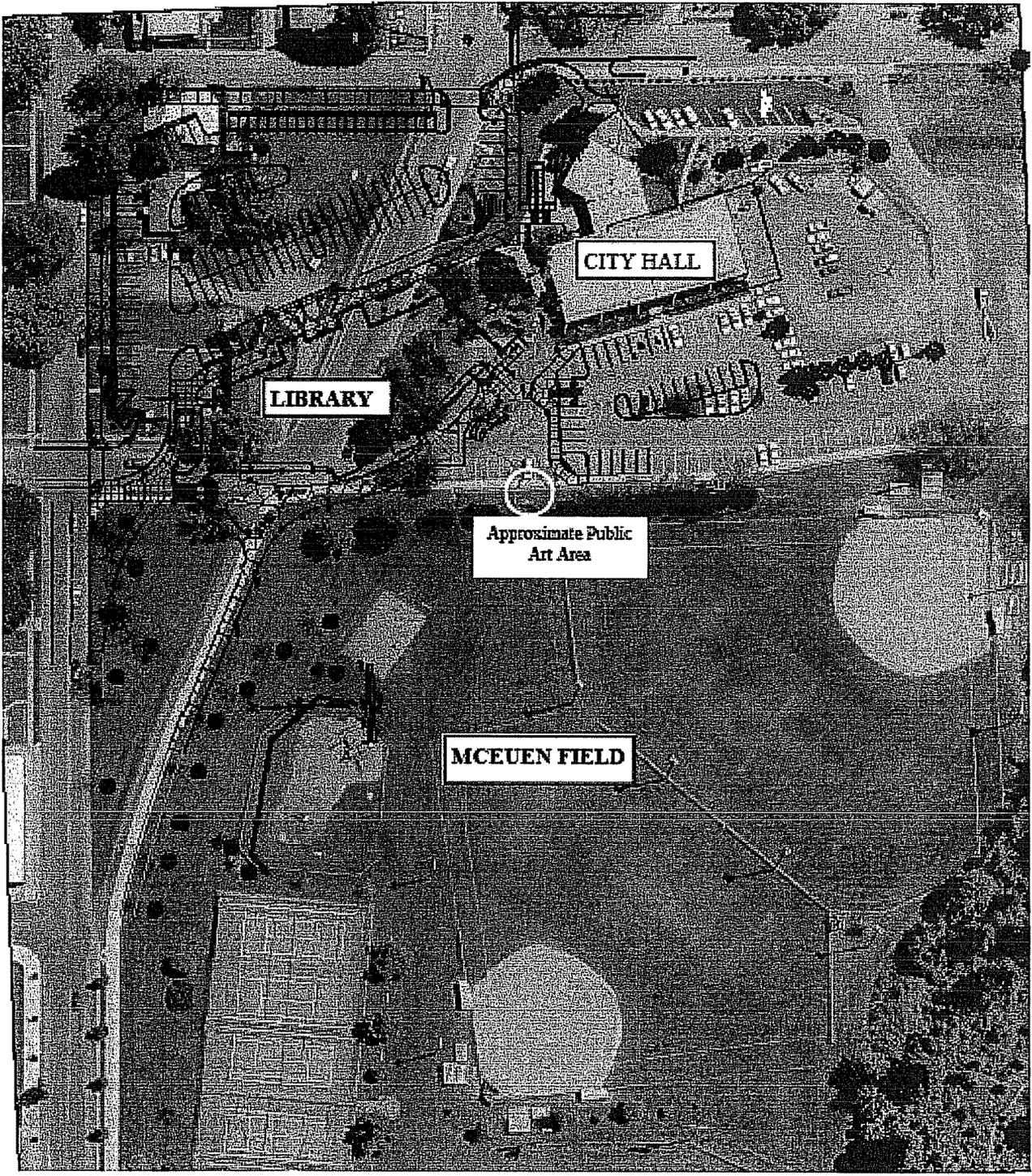


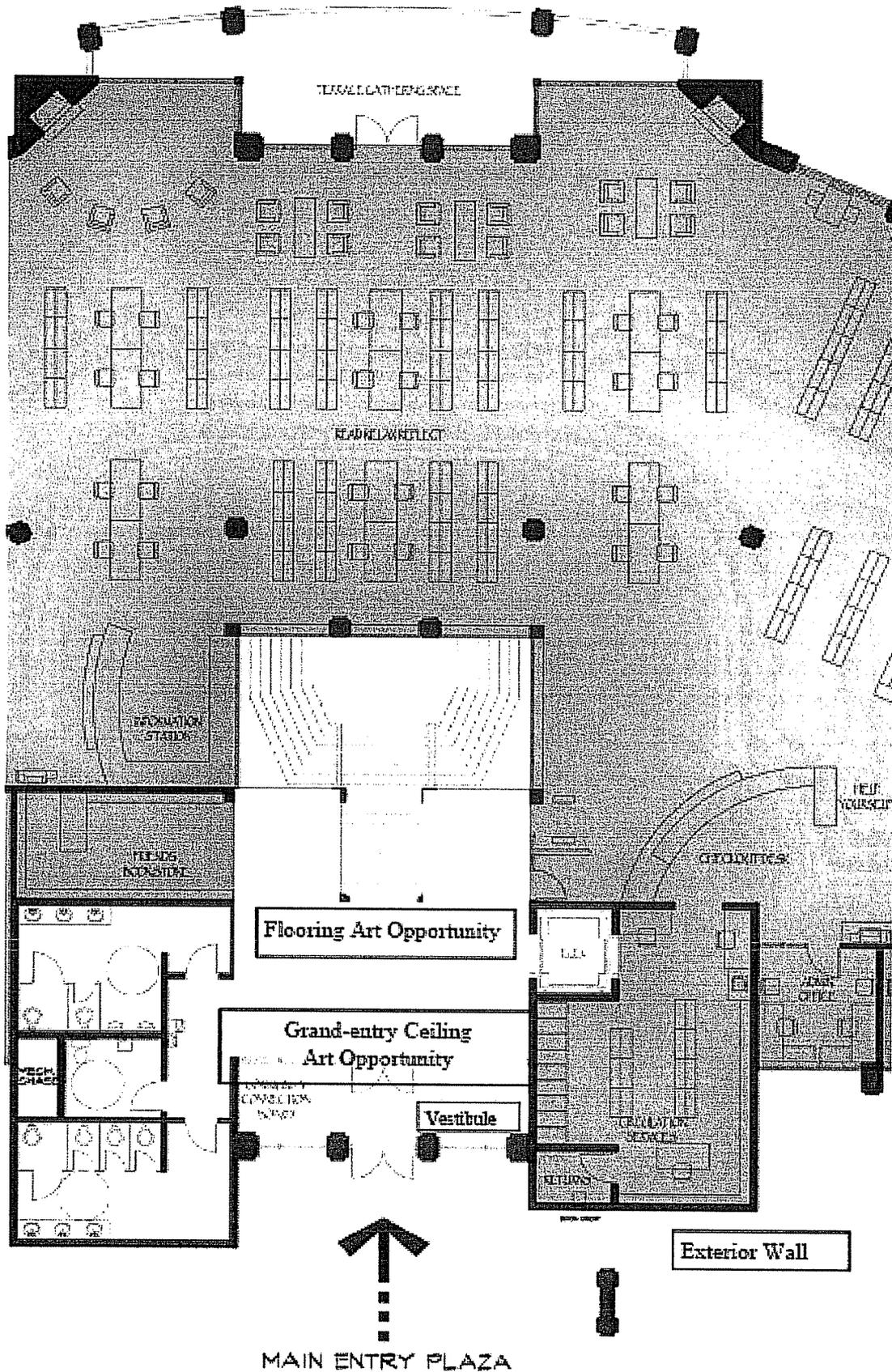
Eligibility

The project is open to all artists regardless of race, color, religion, national origin, gender, age, marital status, or physical or mental disability. Artist teams are eligible to apply, including teams of artists from multiple disciplines. City of Coeur d'Alene employees, as well as selection panelists and their immediate family members are not eligible for participation.

AREA MAP

← NORTH





May 22 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Dixie Reid, Committee Chairman
Council Member Woody McEvers
Council Member Mike Kennedy

CITIZENS PRESENT

None

STAFF PRESENT

Christopher Bates, Project Manager
Jim Markley, Water Supt.
Warren Wilson, Deputy City Attorney
Gordon Dobler, Engineering Svcs Director
Amy Ferguson, Staff Liaison
Jon Ingalls, Deputy City Administrator

Item 1 Vacation of Utility Easements in Lot A, Crown Addition and Lot 2, Block 1, Eaton Addition

Consent Calendar

Christopher Bates, Project Manager, on behalf of Bill Thompson, applicant and owner of the subject property, requested vacation of the unused utility easements that cross lots and currently have residential structures built over them. Mr. Bates explained that the requested easement vacation covers an area that has been the subject of four different subdivision plats, which has caused the original easements to become unaligned to current conditions. He further stated that the easements are devoid of facilities and their application has become unnecessary.

MOTION: RECOMMEND Council direct staff to proceed with the vacation process and set a public hearing date for June 20, 2006.

Item 2 Request to Amend Council Policy Regarding Private Utilities

Warren Wilson, Deputy City Attorney, stated that the city was approached by JUB Engineers, on behalf of a client, to see if the City will revise its practice and allow an area to be annexed to be serviced by a private water and wastewater system that would be owned and operated by an incorporated owners association. Mr. Wilson reminded the committee that in March 2003 the City Council was asked to amend its unwritten policy that indicated that areas to be annexed must be served by the City's water utility. At that time the Council agreed to amend the policy to allow water to be provided by other publicly owned water systems. Mr. Wilson explained that granting a request for service by a private water and wastewater system would make it more difficult to do long-range planning, and Councilman Reid mentioned that it would be setting a precedent. The difference between a publicly-owned system and a privately-owned system was explained. Motion by Councilman Kennedy, seconded by Councilman McEvers, to deny the request.

MOTION: RECOMMEND Council deny the applicant's request to amend the City's practice of restricting new developments to water and sewer utility service provided by the City or another public utility.

Item 3 Revisions to Policy for Public Works Contracting
Consent Calendar

Gordon Dobler, Engineering Services Director, requested that Council amend the policy for Public Works Contracting to reflect the changes in state law. He explained that in May of 2004 the council adopted the city's contracting policy and compiled all of the State requirements into one document. Last year, State law regarding public works contracting was changed and the city's policy needs to be updated. Mr. Dobler explained that this is an administrative housekeeping request.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 06-037 amending the policy for Public Works Contracting to reflect the changes in State law.

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 22, 2006

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: New Developments Serviced by Private Utilities (Water and Sewer).

DECISION POINT: Provide a recommendation to the full City Council concerning whether the City should amend its current practice restricting new developments to water and sewer utility service provided by a public utility.

HISTORY: In March 2003 the City Council was asked to amend its unwritten policy that indicated that areas to be annexed must be served by the City's water utility. A copy of the March 16, 2003 Public Works Committee minutes are attached for your review. At that time the Council agreed to amend the policy to allow water to be provided by other publicly owned water systems. The City has been approached by JUB Engineers, on behalf of a client, to see if the City will revise its practice and allow an area to be annexed to be serviced by a private water and wastewater system that would be owned and operated by an incorporated owners association.

FINANCIAL ANALYSIS: It is difficult to estimate the financial impact of this decision. There would clearly be a reduction in anticipated fees and revenues to the utilities as well as a corresponding reduction in anticipated service levels. In addition, there are future potential costs to the City in the event that the owners of the private systems approach the City to take over their systems as Armstrong Park is currently doing.

PERFORMANCE/QUALITY OF LIFE ANALYSIS: Similar to the financial analysis, it is difficult to predict with certainty what the performance and quality of life impacts will be given the varying ways in which a private utility system may be set up. It could vary, for instance, based on the size of development and the amount of money they have to run the system, whether they would be looking to purchase water from the City or develop their own wells. On the wastewater side, would the utility develop its own treatment capacity or direct its flow back into the City's system at some point. If they develop their own treatment capacity, what impact would that have on the City's future ability to receive discharge permits? There may also be other logistical hurdles to clear such as DEQ approval. Given the above, it seems likely that there could be some significant impacts to the future residents of the development, as seen in Armstrong Park, as well as potential impacts on the City's ability to plan for and provide service to its residents.

DECISION POINT/RECOMMENDATION: Recommend that the full City Council deny the applicant's request amend the City's practice of restricting new developments to water and sewer utility service provided by the City or another public utility.



May 16, 2006

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

Regional Office
7825 Meadowlark Way
Coeur d'Alene, ID 83815

208-762-8787
Fax: 208-762-9797
www.jub.com

Dixie Reid, Chairman, Public Works Committee
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814-3964

**Re: Request For Allowing Private Utilities (Connected To City Services) As Part
of a Subdivision/Planned Unit Development in The City of Coeur d'Alene**

Dear Chairman Reid and Committee Members:

On behalf of an unnamed development client, J-U-B ENGINEERS, Inc. is respectfully requesting that the City of Coeur d'Alene reconsider its current policy against requiring that utility services be owned and maintained by the City up to the connections with individual lots. That is, we are requesting that project sponsors be permitted to install utility systems (e.g., water and sewer), to be maintained privately, as by an incorporated owners association, to the point where the private lines hook to the City services.

We are not requesting that utility services be provided to projects outside the City boundaries; only that projects within the City be allowed, generally through owners associations, to be privately maintained, to whatever standard may be required by the City.

Our client believes the City wishes to continue to grow, whether through infill development in existing areas of the City or through annexation of adjacent County lands currently in the Area of City Impact (ACI). Furthermore, there are situations where the development of City-owned public utilities do not make economic sense or cannot be developed due to ownership constraints between a development and existing City right-of-way, such as the case where a public dedication of a utility right-of-way is simply not possible. In these limited cases, our client believes it is prudent for the City to allow the development of private water and wastewater systems, which would be privately constructed and privately owned and maintained (either by the development or by an owners association).

As you are aware, these entities must still construct and operate the private utility systems to the same local and State standards as the City. The privately-owned utility systems would foster development (through infill or annexation), and could provide fire flows, water storage, and sanitary facilities without the long-term City maintenance costs of a public system.





Engineers Surveyors Planners

Dixie Reid
Page 2
May 16, 2006

In summary, our client is respectfully requesting that the City consider the development of private utilities (water and wastewater) in the City of Coeur d'Alene and thanks you for your consideration of this request.

If you have any questions, please contact me.

Sincerely,

J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read 'Brad Marshall'.

Brad Marshall
Sr. Planner/Project Manager

BM:bh

c: J. Ingalls, Assistant City Manager
Gordon Dobler - Growth Services
W. Wilson - Legal Services
Jim Markley - Coeur d'Alene Water
Ed Wroe and Michelle Fulgham - Lukins & Annis
Client



**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
MARCH 18, 2003**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall, March 18, 2003 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Woody McEvers)	Members of Council Present
Loren Edinger)	
Dixie Reid)	
Ben Wolfinger)	
Chris Copstead)	
Deanna Goodlander)	

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

INVOCATION was led by Pastor Joe Donaldson, Bethel Baptist Church. A moment of silence was taken in memory of Jeff Jones, the prior City Attorney, who died March 16, 2003 at the age of 53.

PLEDGE OF ALLEGIANCE: Councilman Reid led the pledge of allegiance.

REMEMBERING JEFF JONES: Mayor Bloem commented that Jeff Jones, our previous City Attorney, was a member of our City family for fifteen years. He was the ideal of what the City of Excellence stands for and he will be missed both here and in the City of Sandpoint.

PROCLAMATION – HUMAN RIGHTS WEEK: Councilman Goodlander read the proclamation on behalf of Mayor Bloem marking March 23rd through March 29th as Human Rights week in the City of Coeur d'Alene. Mary Lou Reed and Denny Davis accepted the proclamation on behalf of the Human Rights Education Foundation. Mr. Davis announced that North Idaho College would be providing popcorn forums throughout the week relating to human rights.

PROCLAMATION – MARTY MEYER DAY: Councilman Wolfinger read the proclamation on behalf of Mayor Bloem, announcing that March 19, 2003 will be Marty Meyer Day in the City of Coeur d'Alene commemorating his receiving the National Education Support Staff of the Year award.

PRESENTATION: Tony Berns, Executive Director of the Lake City Development Corporation, presented an overview of the past year's activities of LCDC. He noted that this past year the LCDC formulated a strategic plan, entered into a participation agreement with McEuen Terrace, acquired property both in the downtown area as well as midtown area, worked closely with the City, North Idaho College and University of Idaho and John Stone Development for the Higher Education Corridor, and entered into a joint partnership with the

City and Human Rights Foundation for the hiring of a grant writer. He reported that the 2003 LCDC priorities are LCDC Strategic Plan implementation; Higher Education Corridor Initiative; McEuen Field Conceptual Plan and LCDC life extension. He reviewed the funding sources for LCDC as well as the 2002 balance sheet and income statement.

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

CONSENT CALENDAR: Motion by Reid, seconded by Wolfinger to approve the Consent Calendar as presented.

1. Approval of minutes for March 4, 2003 with a correction on page 5, Ordinance No. 3091, the motion to pass the first reading was made by Councilman Goodlander, not Council President Reid.
2. The General Services Committee and Public Works Committee meetings are scheduled for March 24, 2003 at 4:00 p.m.
3. RESOLUTION 03-030: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A DEVELOPMENT AND DEVELOPER REIMBURSEMENT AGREEMENT WITH DARREL AND BOB'S CYCLE SALES, INC., DBA COEUR D'ALENE HONDA FOR INSTALLATION, CONSTRUCTION AND MAINTENANCE OF A SEWER LINE EXTENSION; AND ADOPTION OF A RESTAURANT AND FOOD SERVICE POLICY FOR OIL AND GREASE PRETREATMENT REQUIREMENTS.
4. Setting of public hearing for appeal of a childcare license denial for April 1, 2003; Fee increase for Parade/Street Closure Permits for April 15, 2003; O-11-03 Amendment to fencing regulations for April 15, 2003; A-2-03 – Annexation/zoning for April 15, 2003; A-3-03 – Annexation/zoning for April 15, 2003.
5. Approval of bills as submitted and on file in the City Clerk's office.
6. Approval of beer/wine license transfer for Fairway Gas & Grocery at 1735 W. Kathleen
7. Approval of beer/wine/liquor license for the Torch Lounge at 216 Coeur d'Alene Ave.
8. RESOLUTION 03-034 – A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE JOINT POWERS AGREEMENT WITH THE CITY OF POST FALLS, CITY OF HAYDEN, CITY OF RATHDRUM, LAKES HIGHWAY DISTRICT, EAST SIDE HIGHWAY DISTRICT, WORLEY HIGHWAY DISTRICT, POST FALLS HIGHWAY DISTRICT, IDAHO TRANSPORTATION DEPARTMENT AND KOOTENAI COUNTY.

ROLL CALL: McEvers, Aye; Reid, Aye; Goodlander, Aye; Edinger, Aye; Wolfinger, Aye; Copstead, Aye. Motion carried.

PUBLIC HEARING – INCREASE IN RESIDENTIAL PLAN REVIEW FEES: Mayor Bloem read the rules of order for this public hearing. Gordon Dobler, Growth Services Director, gave the staff report.

Mr. Dobler reported that adoption of this resolution would maintain the City's current fee structure and would provide additional fees in an attempt to defray the costs of operating the department and cover some of the costs due to the increased Energy Code review time. He noted that most jurisdictions are proposing to increase their plan review fees to 25% of the building permit fee while the City is proposing a 10% increase.

PUBLIC COMMENTS: Pat Raffe, 1115 N. Townsend Loop, Post Falls, representing the North Idaho Building Contractors Association, spoke in support of the proposed rate increases. Alann Krivor, 2916 Fernan Hill Road, Cd'A, spoke in support of the rate increases but cautioned the Council on future increases in order to stay competitive with area communities.

RESOLUTION 03-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO SETTING FEES FOR BUILDING PERMITS, COMMERCIAL AND RESIDENTIAL PLAN REVIEWS, AND ADOPTING A SCHEDULE OF BUILDING VALUATION DATA.

Motion by Edinger, seconded by Wolfinger to adopt Resolution 03-031.

ROLL CALL: McEvers, Aye; Wolfinger, aye; Goodlander, Aye; Copstead, Aye; Reid, Aye; Edinger, Aye. Motion carried.

HOMELAND SECURITY: Councilman Wolfinger announced that since we are on the brink of war and security is almost at the highest level, the citizens could be assured that city's safety personnel have been prepared and trained for a catastrophic event. He noted that all public employees are prepared to protect the citizens and can address any issues that may arise. Also, he noted that our thoughts and prayers are with our military.

RECREATION DEPARTMENT ACTIVITIES: Councilman Copstead reported that Recreation Department had the Sheriff's crew remove 12,000 pounds of debris at the Jewett House as well as the Streets and Parks Departments helping with the removal of the old chain link fence. The backstop at Persons Field has been replaced through a donation by NIC. The Recreation Department has just finished up with the youth basketball season with over 1,000 participants. Alicia Krisebom has been selected by the United Way as Volunteer of the Year for her work with the Special Needs Program. He also reminded residents that Papa Murphy's in Post Falls will be conducting a fund raiser by donating 20% of all profits during March 21st to the Special Needs program. Registration is currently being accepted for youth swim lessons at McGrane Center. Gymnastics registration began today at Lakes Middle School.

28 YEAR EMPLOYEES: Councilman Edinger announced that Jim Wuest recently celebrated his 28th year with the City's Street Maintenance Department..

APPOINTMENT – LIBRARY BOARD: Motion by Edinger, seconded by Copstead to confirm the appointment of Ann Smart to the Library Board. Motion carried.

AD HOC PARKING COMMISSION: Motion by Goodlander, seconded by Edinger to authorize the mayor to appoint a nine-member Ad Hoc Parking Commission comprised of one member of the Downtown Master Places Implementation Committee; one member of the City Council, 2 property/business owners within the Central Business District.; one LCDC member; one community-at-large member; one Downtown employee; one NIC representative; and, one Fort Ground neighborhood resident. Motion carried.

EXECUTIVE TEAM REPORT: City Administrator, Wendy Hague, announced that signal improvements have been done at 15th and Best as well as Government Way and Kathleen. Roundabout improvements have been completed at the 4th and Kathleen intersection. Parking has been secured around the Federal Building at Lakeside and 4th in response to the threat level rising to "High".

* **ANNEXATION OF WATER DISTRICTS:** Motion by Reid, seconded by Edinger to amend the City's unwritten practice regarding annexation of water districts to reflect that the City may consider water service within the City provided by publicly owned water systems. Motion carried.

Motion by Reid, seconded by Edinger to authorize staff to work with the Hayden Lake Irrigation District to produce a Memorandum of Understanding to allow the Prairie Falls property to be annexed into the City of Coeur d'Alene and serviced by the Hayden Lake Irrigation District with the Memorandum of Understanding being adopted before final plat approval. Motion carried.

RESOLUTION 03-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING A COLOR PALETTE PURSUANT TO ORDINANCE NO. 3091.

Motion by Goodlander, seconded by Wolfinger to adopt Resolution 03-032 with the addition of 63, 64, 65, 66, the bottom three colors of each card.

ROLL CALL: Reid, No; Wolfinger, Aye; Goodlander, Aye; Copstead, Aye; McEvers, Aye; Edinger, Aye. Motion carried.

RESOLUTION 03-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF HOLT DRILLING FOR THE CONSTRUCTION OF THE CLAYTON AVENUE PRODUCTION WELL.

Motion by Edinger, seconded by McEvers to adopt Resolution 03-033

ROLL CALL: Goodlander, Aye; Copstead, Aye; Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye. Motion carried.

ORDINANCE NO. 3103

AN ORDINANCE AMENDING SECTION 17.30.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO ADOPT THE 2003 COEUR D'ALENE BIKEWAYS PLAN; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Copstead to adopt the first reading of Ordinance No. 3103.

ROLL CALL: Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Copstead, Aye; Goodlander, Aye. Motion carried.

Motion by Edinger, seconded by Wolfinger to suspend the rules and to adopt Ordinance No. 3103 by its having had one reading by title only.

ROLL CALL: Wolfinger, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Copstead, Aye; Goodlander, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Reid, seconded by Wolfinger to enter into Executive Session as provided by Idaho Code 67-2345 Subsection A: To consider hiring a public officer, employee, staff member or individual agent; Subsection B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent; Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; and Subsection F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

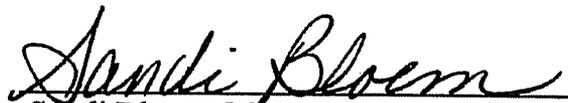
ROLL CALL: McEvers, Aye; Reid, Aye; Goodlander, Aye; Edinger, Aye; Wolfinger, Aye; Copstead, Aye. Motion carried.

The session began at 7:13 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney, Finance Director and Human Resource Director.

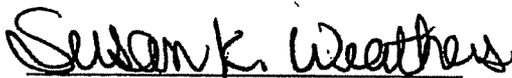
Matters discussed were those of property acquisition, personnel matters, and labor negotiations and pending litigation. No action was taken and the Council returned to regular session at 9:30 p.m.

ADJOURNMENT: Motion by Edinger, seconded by Wolfinger that this meeting be recess to March 25, 2003 at 5:30 p.m. Motion carried.

The meeting recess at 9:30 p.m.


Sandi Bloem, Mayor

ATTEST:


Susan K. Weathers, City Clerk

OTHER BUSINESS

MEMORANDUM

DATE: JUNE 1, 2006
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF AN AGREEMENT WITH STRATA GEOTECHNICAL
ENGINEERING AND MATERIALS TESTING FOR THE LIBRARY PROJECT

DECISION POINT:

- To approve an agreement for professional services with Strata Geotechnical Engineering and Materials Testing for the Coeur d'Alene Public Library project.

HISTORY: In accordance with the International Building Code, an independent third party shall provide verification of phases of construction, as called out on the plans. Three estimates from different companies were received; Allwest, Kleinfelder, and Strata. Strata's proposal came in the lowest at \$9,922.00.

PERFORMANCE ANALYSIS: Testing materials needs to occur throughout different phases of the project, including this first phase. Approval of this agreement will allow the project to proceed with the proposed timeline.

FINANCIAL: Payment for services will come from the Library project budget.

DECISION POINT/RECOMMENDATION:

- To approve an agreement for professional services with Strata Geotechnical engineering and Materials Testing for the Coeur d'Alene Public Library.

RESOLUTION NO. 06-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR MATERIALS TESTING AND INSPECTION SERVICES AGREEMENT FOR THE NEW LIBRARY SITE, WITH STRATA, INC. ITS PRINCIPAL PLACE OF BUSINESS AT _____.

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into an Agreement with Strata, Inc., for Materials Testing and Inspection Services for the new Library, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Materials Testing and Inspection Services for the new Library, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of June, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.



April 26, 2006
 Proposal No.: CP06014

City of Coeur d'Alene
 c/o Mr. Scott Fischer
 Architects West
 210 E. Lakeside Ave.
 Coeur d'Alene, ID 83814

RE: **PROPOSAL**
 Construction Materials Testing and
 Special Inspection
 Coeur d'Alene Public Library
 Coeur d'Alene, Idaho

Dear Mr. Fischer:

Strata, Inc., is pleased to provide you with the following proposal to perform special inspection and construction materials testing for the upcoming Coeur d'Alene Public Library project. In preparing this proposal, we have reviewed the available information. Based on a review of these items, we are confident that our firm can provide the required testing services in a cost effective, timely and professional manner. This proposal contains details of our unit prices and estimate of cost.

Project Understanding

We understand the Coeur d'Alene Public Library will be a two-story structure with a total floor area of 39,450 square feet. Building construction will consist of conventional concrete footings, slab-on-grade, slab-on-metal deck with masonry, and concrete walls supporting a structural steel frame. Site work will include installation of site utilities with the construction of a new parking lot, clock tower and three stormwater treatment areas. Curb, sidewalk and utility construction within the adjacent city streets will require additional materials testing per the City of Coeur d'Alene Public Works Department requirements.

Based on a review of the information available, we anticipate providing part-time soils, concrete, masonry, structural steel and asphalt construction materials testing and special inspections. Presented below is our estimated cost for the project based on our interpretation of the information available and our understanding of the project. The quantities listed below are estimates only. Variance in these quantities may take place due to construction schedules or other factors beyond our control, which may affect the total cost of testing during the project.

Item	Time/Unit	Unit Price	Rate
<u>Soils</u>			
Soils Compaction Testing	45 hours	\$35.00/hour	\$1,575.00
Moisture Density Tests (Proctor)	3 tests	\$125.00/each	\$375.00
Sieve Analysis	2 tests	\$75.00/each	\$150.00
Percolation Tests	3 tests	\$150.00/each	\$450.00
Nuclear Gauge Utilization Fee	16 days	\$25.00/day	<u>\$No Charge</u>
		<i>Subtotal</i>	\$2,550.00

IDAHO MONTANA NEVADA OREGON UTAH WASHINGTON WYOMING
www.stratageotech.com 280 W. Prairie Avenue, Coeur d'Alene, Idaho 83815 P.208.772.2428 F.208.772.9968

Item	Time/Unit	Unit Price	Rate
<u>Concrete</u>			
Reinforced Concrete Special Inspection	45 hours	\$37.00/hour	\$1,665.00
Concrete Compression Cylinders	50 cylinders	\$14.00/each	\$700.00
Cylinder Pick Up When Not On Site	10 hours	\$38.00/hour	<u>\$380.00</u>
		<i>Subtotal</i>	\$2,745.00
<u>Masonry</u>			
Structural Masonry Special Inspection	40 hours	\$37.00/hour	\$1,480.00
Grout Compression Prisms	9 prisms	\$20.00/each	\$180.00
Mortar Compression Cylinders	9 cylinders	\$14.00/each	\$126.00
Cylinder Pick Up When Not On site	7 hours	\$38.00/hour	<u>\$266.00</u>
		<i>Subtotal</i>	\$2,052.00
<u>Structural Steel</u>			
Structural Steel Special Inspection	20 hours	\$39.00/hour	\$780.00
Epoxy Bolt Special Inspection	5 hours	\$39.00/hour	<u>\$195.00</u>
		<i>Subtotal</i>	\$975.00
<u>Asphalt</u>			
Asphalt Compaction Testing	15 hours	\$38.00/hour	\$570.00
Rice Density	1 test	\$55.00/each	\$55.00
Extraction/Gradation	1 test	\$125.00/each	\$125.00
Nuclear Gauge Utilization Fee	4 days	\$25.00/day	<u>\$No Charge</u>
		<i>Subtotal</i>	\$750.00
<u>Miscellaneous</u>			
Mileage	300 miles	\$0.50/mile	\$150.00
Final Report and File Review	1 letter	\$100.00/each	\$100.00
Project Management/Report Review	8 hours	\$75.00/hour	<u>\$600.00</u>
		<i>Estimated Project Total</i>	<u>\$9,922.00</u>

Strata will invoice at an hourly rate plus \$15.00 per hour surcharge for any hours above 40 per week, weekends, and holidays.

Strata, Inc., personnel take pride in their ability to provide quality and timely service to our clients. We feel you will be pleased with the selection of our firm. Again, we appreciate the opportunity to provide you with an estimate on this project. If this proposal is acceptable to you, please sign and return one copy of the attached Agreement for Services as authorization to proceed when contacted. If you have any questions or if we can be of further assistance, please do not hesitate to call.

Sincerely,
 STRATA, INC.



Craig R. Knapp
 Cd'A Testing Services Manager

CRK:crm



IDAHO MONTANA NEVADA OREGON UTAH WASHINGTON WYOMING
www.stratageotech.com

STRATA, INC.
GENERAL CONDITIONS FOR
CONSTRUCTION OBSERVATION AND MATERIALS TESTING

Project No./Proposal Date CP06014/April 26, 2006	Client Name City of Coeur d'Alene
Project Name Coeur d'Alene Public Library	Project Location Coeur d'Alene, Idaho

SCOPE OF SERVICES. STRATA Geotechnical Engineering and Materials Testing, Inc. (hereinafter "STRATA") shall perform the scope of services detailed in the proposal attached to these General Conditions. This Agreement may only be amended in writing and with the consent of both parties. STRATA can provide different levels of comprehensiveness in our services, for a corresponding increase or decrease in our fees. By signing the Agreement, Client acknowledges that it has reviewed STRATA's scope of services and agrees that it is reasonable and acceptable for the Project. If STRATA has provided an estimated total cost in our proposal, we will notify Client before we exceed the estimated total cost and shall not continue to provide services beyond such limit unless Client authorizes an increase. STRATA may exceed individual services budgets without Client authorization as long as the estimated total cost is not exceeded.

STANDARD OF CARE. STRATA will perform our services using the customary care and skill employed by competent professionals performing similar services under similar circumstances in the project area, subject to any limitations or exclusions contained in our proposal or the scope of our services under this Agreement. STRATA is not responsible for the work or services performed by others, nor are we responsible for the safety of any persons or property, other than the safety of our own employees. STRATA does not warrant or guarantee our services.

CLIENT RESPONSIBILITIES. Client agrees to provide STRATA with all plans, specifications, addenda, change orders, approved shop orders, approved shop drawings and other information for the proper performance of STRATA's scope of services. Client will authorize STRATA in writing free access to the Project site, and to all shops or yards where materials are prepared and stored. Client agrees to designate in writing a person or firm to act as Client's representative with respect to STRATA's services to be performed under this agreement: Such person or firm is to have complete authority to transmit instructions, receive information and data, interpret and define Client policies and decisions with respect to the Project and to order, at Client's expense, such technical services as may be requested by STRATA. Client agrees to designate in writing those persons or firms who are authorized to receive copies of our observation and test reports. Client will advise us sufficiently in advance of any operations so as to allow for assignment of personnel by STRATA for completion of the required services. Such advance notice shall be in accordance with that established by mutual agreement of the parties. Client agrees to direct the Project consultant, either by the construction contract or direct written order, to secure and deliver to STRATA, without cost to us, preliminary representative samples of those materials they propose to use which require testing, together with any relevant data of the materials. Additionally, the Project consultant will furnish such casual labor and all facilities needed by STRATA to obtain and handle samples at the Project and to facilitate the specified inspection and tests. It will be necessary for the Client to provide and maintain for STRATA's use, adequate space at the Project for safe storage and proper curing of test specimens, which must remain on the Project site prior to testing.

INVOICES AND PAYMENT. STRATA will invoice for services in accordance with the terms of our proposal or on a monthly basis. All invoices are due on receipt and will be assessed a late payment charge of 1.5% per month if not paid within 30 days of the invoice date. If STRATA is not paid when due, we may suspend or terminate all services and Client will return to STRATA all copies of any reports, plans, specifications or other documents prepared by STRATA under this Agreement and will not rely on these documents or use them in any fashion, including not bringing suit against STRATA.

CHANGED CONDITIONS. If, after execution of this agreement, STRATA discovers conditions or circumstances not anticipated by us, we will promptly notify Client of the changed condition. Client agrees to negotiate an appropriate modification to this Agreement, including an appropriate modification to STRATA's fees. If STRATA and Client cannot agree on a revised scope of services or fee, either party may terminate this Agreement as set forth in Termination and Suspension.

HAZARDOUS MATERIALS. STRATA is not responsible for any loss, injury, or damage to any person or personal property caused by Hazardous Materials. Further, our services are limited to construction observation and materials testing set forth in our proposal or scope of work and do not include any investigation, identification, evaluation, testing, or treatment of any Hazardous Materials. Client agrees to defend, indemnify, and hold STRATA harmless from any claims, liability, loss, or damage that arise from, or are alleged to arise from, Hazardous Materials. "Hazardous Materials" includes, but is not limited to, any toxic, noxious, poisonous, radioactive, or irritating material, chemical, or gas, and includes biological materials such as bacteria, viruses, fungi, spores and mold, and the emissions from biological materials.

CERTIFICATIONS. STRATA will not execute any certification unless the exact form of such certification has been approved by STRATA in writing prior to execution of this Agreement. Any certification by STRATA is only an expression of our professional opinion based on the service STRATA has performed for Client and is not a guarantee or warranty of any fact, condition or result.

SAMPLES. If STRATA provides in-house laboratory testing, we will preserve unused or remnant samples for 30 days after we issue the results of our testing, and unless otherwise agreed, will dispose of any non-contaminated materials thereafter. Samples contaminated with Hazardous Materials shall be removed and lawfully disposed of by Client.

RELATIONSHIP OF THE PARTIES. STRATA will perform our services as an independent consultant with our employees under our sole direction and control. STRATA will have the full power, discretion, and authority to select the means, manner, and method of completing our services for individual Projects without detail, control, or direction. STRATA may subcontract for the services of others without obtaining Client's consent where STRATA deems it necessary or desirable to complete our scope of services.

SITE DISTURBANCE. In the normal course of our exploratory services, STRATA may cause some surface and subsurface disturbance. Restoration of the property is not included in STRATA's scope of services unless specifically included in the proposal.



INDEMNITY. STRATA agrees to indemnify and hold Client harmless from and against claims, suits, liability, damages, and expenses, (including reasonable attorneys' fees) to the extent solely caused by STRATA's negligent performance of services under this Agreement. Client agrees to defend and indemnify STRATA against any and all claims, demands, suits, etc except as specifically provided herein.

TERRORIST ACTIVITY. Client understands and agrees that STRATA is not responsible for damages to persons, property, or economic interests arising from Terrorist Activity. ~~Client will indemnify and hold STRATA harmless against all third party claims for such damages that arise from or are alleged to arise from Terrorist Activity.~~ The term "Terrorist Activity" means any deliberate, unlawful act that any authorized governmental official declares to be or to involve terrorism, terrorist activity, or acts of terrorism; or that involves the use or threat of force, violence, or harm to: (a) promote or advance a political, ideological, or religious cause or objective; (b) influence, disrupt, or interfere with a government; (c) intimidate, coerce, or frighten the general public; or (d) disrupt or interfere with any segment of a national economy.

LIMITATION OF LIABILITY. Client agrees to limit STRATA's total aggregate liability to Client and all third parties arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of STRATA, including but not limited to attorney's fees and costs, shall not exceed the greater of \$25,000 or STRATA's total fee for the services rendered on this Project. If Client wishes to increase this limitation amount, we can negotiate a higher limit in exchange for an appropriate increase in fee to reflect the change in risk allocation. Client further agrees to make this limitation of liability a part of any contract with all consultants or contractors hired by you, and to require any such consultant or contractor and its subconsultants and/or subcontractors to include an identical limitation of STRATA's liability for any damages suffered by such consultant, contractor, subconsultant, or subcontractor. Client and STRATA agree that neither will be liable to the other for any consequential or incidental damages.

SURVIVABILITY. The indemnity obligations and the limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If STRATA provides additional services under this Agreement, or any amendment of it, this Agreement's indemnity obligations and limitation of liability will apply to all such services.

NO JOINT AND SEVERAL LIABILITY. STRATA shall not be jointly or severally liable for any damage of any kind or nature, including loss or damage of any kind to land or any structures or other improvements planned, designed, constructed or remodeled on the property which is the subject of this Agreement, or for any personal injury, including death, arising out of or resulting from any structural plan, design or construction, or the remodeling of any structure placed on the property which is the subject of this Agreement, unless said loss or damage or injury is the direct and proximate result of the sole negligence of STRATA.

TERMINATION AND SUSPENSION. Client or STRATA may terminate or suspend this Agreement upon seven (7) days written notice delivered personally or by certified mail to the other party. In the event of termination, other than caused by a material breach of this Agreement by STRATA, Inc., Client shall pay for all of STRATA's services performed through the date of termination, and for any necessary services and expenses incurred in connection with the termination of this Project. STRATA shall not be liable to Client for any failure or delay in performance due to circumstances beyond STRATA's control.

DISPUTES. All disputes between STRATA and Client shall be subject to mediation prior to initiation of any litigation. A mediator appointed by the American Arbitration Association, in accordance with the Construction Mediation Rules of the American Arbitration Association, or by such other person or organization as STRATA and Client may agree upon shall conduct the mediation. STRATA and client will share equally the costs of mediation. If any action or proceeding is thereafter commenced to interpret, enforce, reform or nullify any of the terms of this Agreement, or to seek damages for the breach of any of its provisions, the prevailing party shall be awarded reasonable attorney's fees, costs and expenses.

CHOICE OF LAW. The laws of the State of Idaho govern the interpretation and enforcement of this Agreement

INTEGRATION AND SEVERABILITY. The attached proposal and these General Conditions reflect the entire Agreement between STRATA and Client. If any portion of the Agreement is found to be void, such portion shall be stricken and the Agreement shall be reformed to as closely approximate the stricken portions as the law allows.

OWNERSHIP OF DOCUMENTS. Provided STRATA is paid in full, we grant Client a non-exclusive license to use the Drawings, Specifications, Reports or other documents prepared by STRATA for this Project. STRATA owns the Drawings, Specifications, Reports and other documents, or copies of any of these documents. Client will defend, indemnify and hold STRATA harmless from and against any action or proceeding brought by third parties that obtain the document from the Client, either directly or indirectly, and in any manner, use or rely on the documents without STRATA's prior written consent.

ACCEPTANCE OF GENERAL CONDITIONS AND AUTHORIZATION TO PROCEED: If Client gives verbal authorization to proceed and does not object to the General Conditions outlined above within 7 days, Client agrees to be bound by these terms.

Signature _____ Title _____ Date _____



**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 8, 2006

FROM: Warren Wilson, Deputy City Attorney
Troy Tymesen, Finance Director

SUBJECT: Annexation Agreement with Marina Yacht Club, LLC

DECISION POINT:

Provide a recommendation to the full City Council regarding the adoption of the proposed annexation agreement with Marina Yacht Club, LLC.

HISTORY:

In August 2005 the City Council approved, the annexation of the remainder of Blackwell Island that is not currently within City Limits pending the negotiation of an acceptable annexation agreement. In January 2006 the Council approved an extension of time to allow the applicant and City staff time to resolve remaining issues regarding utility service for the subject property. For the past several months, staff has been working with the applicant to reach agreement on an annexation agreement to be presented to City Council. The annexation agreement addresses providing public utilities to the property, public access to ped./bike trails throughout the development, annexation fees, flood plain development hazards and other issues as discussed below.

FINANCIAL ANALYSIS:

Under the annexation fee policy, the annexation fee is based on the potential number of Equivalent Dwelling Units (EDU's) that are allowed by the zoning of the annexed property as modified by a plat, PUD or other agreement that limits the potential density on the subject property. In the event that the applicant believes that the annexation fee is excessive they may appeal the fee to the City Council.

In this instance, calculating the precise annexation fee is problematic given that a portion of the annexed area is public trust land (lake/river area) controlled by the Department of Lands and not owned by the applicant. Additionally, a portion of the subject property owned by the applicant is covered with water (the marina area) and is also subject to the jurisdiction of the Dept. of Lands. Finally, the subject property is also restricted by a PUD that provides limits on development. Under the PUD, development in the annexed area is limited to redevelopment of the marina, required parking areas and future development of "area 1" as depicted on the PUD map.

The applicant has agreed to pay an annexation fee in the amount of \$155,805.00, which reflects the required fee for "area 1" (12.22 acres). In addition, the applicant has agreed to provide one slip at the marina for an emergency services boat to offset any additional annexation fees. Staff feels that the proposed consideration for annexation is adequate and meets the annexation fee policy. However, the City Council ultimately needs to determine if the proposed consideration meets the adopted annexation fee policy.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

The annexation agreement provides for the immediate and ultimate provision of water and wastewater service to the property as well as requiring the applicant to develop a sewer master plan for the entire ACI boundary area on the west side of the Spokane River. The agreement establishes specific milestones by which ultimate sewer and water system upgrades must be accomplished. In order to facilitate the relocation of a water line, the City is agreeing to extinguish one easement on the property. A new easement will be dedicated over the relocated water line. Additionally, the agreement provides that the applicant will build a ped./bike path along Marina Drive and around the perimeter of the property (along the Spokane River) in lieu of constructing a path along the Highway 95 right of way. Finally, the agreement grants to the applicant a "right of first refusal" in the event that the City ever decides to dispose of its parcel of property on Blackwell Island. This right gives the applicant a 90 window to propose a trade for other property of equal value.

DECISION POINT/RECOMMENDATION:

Recommend that the full City Council adopt the proposed Annexation Agreement with Marina Yacht Club LLC.

RESOLUTION NO. 06-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH THE MARINA YACHT CLUB, L.L.C. BY HAGADONE HOSPITALITY CO.

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

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

BE IT RESOLVED, that the city enter into an Annexation Agreement with the Marina Yacht Club, L.L.C. in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 6th day of June, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 6th day of June, 2006, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho (the "City"), and **Marina Yacht Club, LLC.**, an Idaho corporation with its principal place of business at P.O. Box 6200, Coeur d'Alene, Idaho 83816-6200 (the "Owner").

WHEREAS:

A. The Owner owns certain real property located on and near Blackwell Island on Lake Coeur d'Alene, Kootenai County, Idaho. A portion of the ownership is within the City limits. The balance lies adjacent to the City limits. The Owner wishes to further develop all of its lands in that area, and has requested that the City annex that part not currently lying within the City limits.

B. The Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the property as described herein, subject to the terms and conditions of this Annexation Agreement.

NOW, THEREFORE, in consideration for the covenants and conditions set forth herein, the parties agree as follows:

SECTION I: LEGAL DESCRIPTION

1.1: Description of the Subject Property and Development: The property to be annexed is located on the southern end of Blackwell Island, contiguous to the existing City limits, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"). The Property is currently developed with the Yacht Club Sales and Service operation (South 1000 Marina Drive) and The Cedars Restaurant (1 Marina Drive). The Owner plans to develop and/or redevelop the Property, along with an adjacent parcel already within the City limits, in conformance with a Limited Design Planned Unit Development (PUD 4-05), approved by the City on June 14, 2005 (the "Blackwell Island PUD"). The approved development areas in the PUD are depicted on Exhibit "B" attached hereto and by this reference incorporated herein. Except where otherwise expressly stated to the contrary, this Annexation Agreement is intended to apply only to the Property, as defined, and not to those areas of the PUD already within the City limits.

SECTION II: STANDARDS

2.1: Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval, as modified by the approved Blackwell Island PUD.

SECTION III: UTILITIES

- 3.1: Water and Sewer: The Owner agrees to use the City's water and sanitary sewer services for the Property upon annexation or development.
- 3.2: Garbage Collection: Upon termination of any existing garbage hauling contracts for the Property, the Owner agrees to use the garbage collection service utilized within the City of Coeur d'Alene for the Property. The City will identify the garbage collection system to be used.
- 3.3: Maintenance of Private Sanitary Sewer and Water Line: The City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Owner's developments on the Property.
- 3.4: Required Sewer Improvements: Prior to issuance of any permits for development of the Property dependent upon connection to a sewer system, the Owner will provide to the City a sewer master plan study, acceptable to the City, for the area to the South and West of the Property, extending to the boundaries of the City's current Area of City Impact in Sections 9, 10, and 15, Township 50 North, Range 04 West, Boise Meridian, and South of the Spokane River. The study area generally includes Blackwell Island, Cougar Bay and Blackwell Hill. The purpose of the study is to determine the size of the City sewer infrastructure along the Highway 95 frontage adjacent to the Blackwell Island PUD, for which the PUD is responsible, including the infrastructure necessary to service the PUD as well as infrastructure through the development required to satisfy the City's "to-and-through" policy to allow for the orderly extension of City sewer services.

Within the study area, the Owner's consultant shall determine the general location of the gravity sewer basins, calculate peak flow data based on a density of 3 units per gross acre, provide general site locations for regional lift stations, provide rough sizing and routes for force mains and gravity interceptors, and provide a plan for adequate sewerage of existing and future building sites along the Spokane River. In addition, the Owner will build, prior to or with the first development on the Property, requiring sewer service, those portions of the sewer infrastructure identified in the sewer master plan that is required to service the Property including granting any easements through the Property identified on the study for lines or lift stations at no cost to the City. Owner will also upgrade the Highway 95 bridge segment for year round use by upgrading winter heat cables in a manner that is approved by the City.

In the event that the ultimate sewer infrastructure that the Owner will be required to build (as identified on the sewer master plan) is larger than would be required to provide sewer service only to the Property and if, in the opinion of the City, this size/capacity disparity creates the potential for degradation of the sewer infrastructure or foul odors created by the sewer becoming septic, the Owner will design and build, at no cost to the City,

temporary sewer infrastructure or other solution acceptable to the City to solve the overcapacity and odor problems. The temporary sewer infrastructure must remain in place until such time as there is sufficient sewer flow to warrant construction of the ultimate sewer infrastructure. At that time, the Owner will construct, at no cost to the City, the ultimate sewer infrastructure and lawfully abandon the temporary infrastructure. Provided however, that the anticipated force main required to satisfy the City's "to-and-through" policy and provide sewer service to neighboring properties, will be constructed by the Owner prior to the development of Area #1 of the PUD or within a reasonable time upon request of any downstream user, whichever occurs first.

The Owner will prepare and fund all necessary applications for permits for the location of sewer lines and facilities proposed by the master plan to be located within the Highway 95 right of way. The City will assist the Owner in obtaining the necessary permits and approvals by signing, sponsoring and supporting the required applications and permits. The City agrees to grant any easements through property owned or controlled by the City for access to and for the sewer facilities.

With the exception of extra gravity sewer depth and ultimate lift station easement size requirements and except any temporary sewer infrastructure that may be required as discussed above, Owner will not be required to pay any portion of the incremental costs associated with upgrades to the public lift station, public odor control facilities, and/or public force main discharge piping necessary to provide increased capacity for service to areas other than Blackwell Island PUD. The Owners responsibility for off-site improvements shall be limited to its proportionate share of the cost, in relation to all of the property benefited by the improvement for increased capacity.

- 3.5: Emergency Inter-tie with Cougar Ridge or Other Backup Water Supply: The Owner acknowledges that the City currently has only one water line providing service to Blackwell Island and that a secondary backup supply is necessary in order for the Property to be developed. As such, Owner agrees that it will provide a backup domestic water supply with sufficient capacity to provide water service to the Blackwell Island PUD in the event that the City's sole main is damaged or otherwise removed from service. This backup water supply will be constructed prior to the issuance of building permits for any development in Area #1 of the PUD. Prior to the development of Area #1 of the PUD, the City will provide water service to the proposed marina, the existing Cedars Restaurant and proposed marina sales facility upon payment of the required fees.

In the event that the Owner is able to secure an agreement with the owners of the Cougar Ridge water system to provide a backup water supply, the City agrees to participate in the cost of development of an emergency inter-tie between the City's and the Cougar Ridge water systems in order to provide a backup water source for the City's existing water customers west of the Spokane River. Each party to the agreement will pay a proportionate share of the cost based on the then existing number of City water customers west of the Spokane River who would receive a benefit from the backup water supply

and the number of additional units any other participant can legally build that will benefit from the backup water supply.

- 3.6 Relocation of Water Main: As part of the PUD, the Owner has proposed to excavate additional area at the end of the slough for purposes of expanding the marina operations and services. Such excavation will involve relocation of approximately 600 feet of water line which is currently owned by the City, and serves approximately 76 customers. The Owner agrees that it will take all necessary steps to ensure that service is not interrupted during the excavation process, and that the water main will be re-established in its existing location upon completion of the work, or in such other location as the parties may mutually agree. The Owner will prepare and fund all necessary applications for permits for the relocation of the water lines and facilities proposed to be located within the Highway 95 right of way. The City will assist the Owner in obtaining the necessary permits and approvals by signing, sponsoring and supporting the required applications and permits. The city agrees to grant any easements through property owned by the City for access to and for the water facilities.

SECTION IV: IMPROVEMENTS

- 4.1: Installation of Public Improvements: The Owner agrees that it will submit plans for review and approval prior to issuance of any building permits for the Property and/or occupancy of any portions that are not currently developed. The Owner further agrees to construct and install all improvements required by this Agreement, or by City code, including but not limited to sanitary sewer improvements, stormwater disposal, water lines, hydrants, monumentation, grading, sub-base, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.
- 4.2 Flood Plain Study and Permit: In connection with the development of the Property in accordance with the PUD approval, the Owner is proposing to fill the areas identified as Area #1 (Office / Condo) and much of Area #2 (Recreational / Light Commercial), on the approved PUD site plan. The fill would bring the elevation to at least 2136 feet, not less than two (2) feet above the 100 year flood elevation. The City Engineer has reviewed and approved the flood study prepared by Coleman Engineering dated December 16, 2006, which concluded that raising the land within those areas above the 100 year flood elevation as proposed will meet all of the requirements and findings per City Code 17.08.135. Therefore, as part of this Agreement, the City will issue a Flood Hazard Development Permit for the development described in the approved PUD Site Plan after the publication and effective date of the Annexation Ordinance.
- 4.3 Maintenance of Streets and Sidewalks: All streets in the Property are designated to be private. Owner shall be solely responsible for maintenance and repairs of the streets.

The Owner may, at a later date dedicate the streets to the public provided that such dedication shall not be effective unless specifically accepted by the City.

- 4.4 Pedestrian / Bicycle Paths: Owner is under an obligation, as a successor in interest to an August 21, 1996 Annexation Agreement (Resolution 96-100), to build a class 1 pedestrian/bike path along Highway 95 between Marina Drive and the bridge over the Blackwell Canal. However, the parties have agreed that in exchange for the development of pedestrian and bike paths as depicted on the attached Exhibit "C", which is incorporated herein by reference, Owner will no longer be required to build the bike path along Highway 95. Construction of the pedestrian and bike paths will occur concurrently with Owner's development of each phase of the PUD, and consistent with the design and construction standards incorporated into the PUD application and approval (not less than eight feet wide, hard surface bike / pedestrian path, separated from the vehicular travel ways where feasible, as shown on Exhibit "C").

SECTION V: RIGHTS-OF-WAY AND EASEMENTS

- 5.1 Utility Easements. To the extent water and sewer utilities are located in areas other than those identified in existing easements held by the City, the Owner will dedicate to the City new easements, and the City will vacate, of record, the existing easements.
- 5.2 Bike and Pedestrian Path Easements. Except for the easements along U.S. Highway 95 and the access easement over and along Marina Drive, the City hereby vacates and extinguishes all easements on the Property or within the Blackwell Island PUD for bike and pedestrian paths, including but not limited to those granted to the City of Coeur d'Alene by instruments recorded September 19, 1996, under file numbers 1462519, 1462520, 1462521 and 2462522, records of Kootenai County, Idaho. Upon development of the bike and pedestrian pathways identified in the Blackwell Island PUD and discussed above in Section 4.4, the Owner will dedicate new easements to the City for the benefit of the public, in the as-built locations of the new bike and pedestrian pathways, as provided for in the PUD approval.
- 5.3 Bike Path and Pedestrian Easement along Highway 95: The City shall retain all rights to the easement along U.S. Highway 95 adjacent to the Property and the balance of the PUD area. However, in exchange for the development of other bike and pedestrian pathways as discussed above in Section 4.4, the Owner, its successors or assigns, shall have no further obligation for the construction or development of a bike path along U.S. Highway 95. Until construction of a bike and pedestrian pathway along U.S. Highway 95 is commenced, however, the Owner shall have the right to use and occupy the same for trees, landscaping, pavements and other non-structural improvements, consistent with the PUD approval and highway rights of way. The Owner agrees to remove such improvements, at its own cost and expense, upon request by the City in conjunction with the City's actual development of a bike path within the easement area along U.S. Highway 95.

- 5.4 Right of First Refusal. The City currently holds fee title to a strip of land approximately 93 feet wide and 788 feet long, extending Easterly from the Easterly right of way line of Marina Drive to the Spokane River, and bordering the Northerly boundary of Area #1, as defined more fully in Instrument No. 1462523, records of Kootenai County, Idaho. The Owner shall have the right of first refusal to acquire all or part of such strip by trade for property of equal or equivalent value, in the event the City, at any time, determines all or any part of it is surplus, and not necessary for City purposes, and elects to dispose of the same. If Owner does not propose a trade for property acceptable to the City within ninety (90) days of the City's notice to Owner at the address contained herein that the City is interested in exchanging the City property, the City will have no further obligation to trade the City property and may dispose of the City property in any manner that the City Council determines is in the public interest.

SECTION VI: FEES

- 6.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of \$155,805.00. This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per potential equivalent dwelling unit), as it applies to the 12.22 acres of C17 zoned developable land within the Property, identified as Area #1 in the Blackwell Island PUD. In order to offset the additional annexation fees for the remainder of the Property, the Owner agrees to provide to the City a boat slip at the proposed marina (or at the existing marina if the property is not further developed) for mooring an emergency services boat. The slip will be of a sufficient size to reasonably accommodate the size of boat that the City seeks to moor in the slip and will be located within reasonable proximity to a marina access point to facilitate timely emergency service responses. Except when otherwise reasonably required in the context of providing emergency services, the City's use of the slip shall be in accordance with all duly adopted rules and regulations applicable to all users of the marina, as the same may be amended from time to time. The City agrees to allow the Owner to continue to lease out the slip on an annual basis until such time as the City has need for the slip. The City will provide the Owner sufficient notice of the City's need for the slip to allow the Owner to discontinue leasing the slip. The City will be entitled to take possession of the slip after the expiration of the term of the lease. The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.
- 6.2 No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

- 6.3 Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.
- 6.4 The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand Dollars and No/100 Dollars (\$1,000.00).

SECTION VII: MISCELLANEOUS

- 7.1: Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Section 1.1 above, rather than the parcel as a whole, that a subdivision or short plat may be necessary. Owner agrees that in the event that a subdivision or a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 7.2: Deannexation: The Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, or is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.
- 7.3: The Owner to Hold the City Harmless: The Owner will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and/or use of the Property. The Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4: Time is of the Essence: Time is of the essence in this agreement.
- 7.5: Non-Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.
- 7.6: Recordation and Amendment: This agreement or a summary thereof shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into

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

- 7.7: Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 7.8: Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.
- 7.9: Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.10: Publication of Ordinance: Until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.
- 7.11: Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

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

CITY OF COEUR D'ALENE

MARINA YACHT CLUB, L.L.C.
By: HAGADONE HOSPITALITY CO.,
its managing member

By: _____
Sandi Bloem, Mayor

By: _____
John R. Barlow, Secretary

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 6th day of June, 2006, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2006, before me, a Notary Public, personally appeared **John R. Barlow**, known or identified to me to be the Secretary of Hagadone Hospitality Co., the managing member of Marina Yacht Club, L.L.C., and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

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

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

**ANNEXATION LEGAL DESCRIPTION
EXCLUDING CITY PARCEL**

A Parcel of land, located in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at a point on the Easterly right-of-way line of US Highway 95, said point being monumented by concrete monument with a Brass Cap, 2 1/2 ins. diam., marked station 22+95.74, 60 RT, from which the West Quarter corner of said Section 14 bears S45°36'57"W a distance of 786.30 feet and being monumented by a Brass Cap, 3 1/4 ins. diam., in a mound of stone, marked S14 1/4, 1996, PE or LS Idaho Reg. 969;

Thence, along said right-of-way line, S13°38'45"W a distance of 57.18 feet to the Southwest corner of the existing City Limits of Coeur d'Alene, being the **TRUE POINT OF BEGINNING** for this description;

Thence, along the South line of said existing City Limits, S68°38'37"E a distance of 559.02 feet to the Northwest corner of that parcel of land, as described as the exception to Parcel B, filed under instrument number 1462523, Records of Kootenai County;

Thence, along the West line of said Parcel of Land, S06°54'53"W a distance of 18.83 feet to a point;

Thence, continuing along said West line, S10°23'34"W a distance of 93.47 feet to the Southwest corner of said Parcel;

Thence, along the South line of said Parcel, S68°38'37"E a distance of 788.75 feet to a point on a line, 75.00 feet parallel with the approximate high water line of Lake Coeur d'Alene;

Thence, along said line, parallel to the approximate high water line through the following 4 courses:

- 1) S35°49'11"W a distance of 314.28 feet to a point;
- 2) S41°32'04"W a distance of 169.71 feet to a point;
- 3) S34°46'46"W a distance of 255.54 feet to a point;
- 4) S25°23'58"W a distance of 60.37 feet to a point on the approximate shoreline meander line, per GLO and as shown on the Kootenai County Assessors Parcel Map;

Thence, leaving said approximate high water line, S01°36'27"E a distance of 1331.69 feet to a point;

Thence, S39°37'43"W a distance of 522.41 feet to a point;

Thence, S79°00'58"W a distance of 994.39 feet to a point;

Thence, N06°50'00"E a distance of 1325.00 feet to a point;

Thence, S83°10'00"E a distance of 64.00 feet to an iron rod, 1/2 in. diam.;

Thence, N07°07'50"E a distance of 37.76 feet to a drill steel, 3/4 in. diam.;

Thence, N07°23'46"E a distance of 152.00 feet to a drill steel, 3/4 in. diam.;

Thence, N02°43'46"E a distance of 322.90 feet to a drill steel, 3/4 in. diam.;

Thence, N87°05'35"W a distance of 50.08 feet to an iron rod, 1/2 in. diam.,

Thence, N01°40'31"E a distance of 147.49 feet to a point on the Easterly right-of-way line of US Highway 95, said point being monumented by an iron rod, 5/8 in. diam., with a plastic cap marked INC PLS 9367;

Thence, along said Easterly line through the following 6 courses:

- 1) N49°14'43"E a distance of 130.18 feet to a point;
- 2) N03°41'15"E a distance of 268.93 feet to a found right-of-way monument being a Brass Cap, 2 1/2 ins. diam., marked station 13+81.45 84.5RT;
- 3) N11°08'04"E a distance of 414.50 feet to a point;
- 4) N11°08'04"E a distance of 215.09 feet to a point;
- 5) N11°08'04"E a distance of 102.99 feet to a point;
- 6) N13°38'45"E a distance of 133.70 feet to the **TRUE POINT OF BEGINNING.**

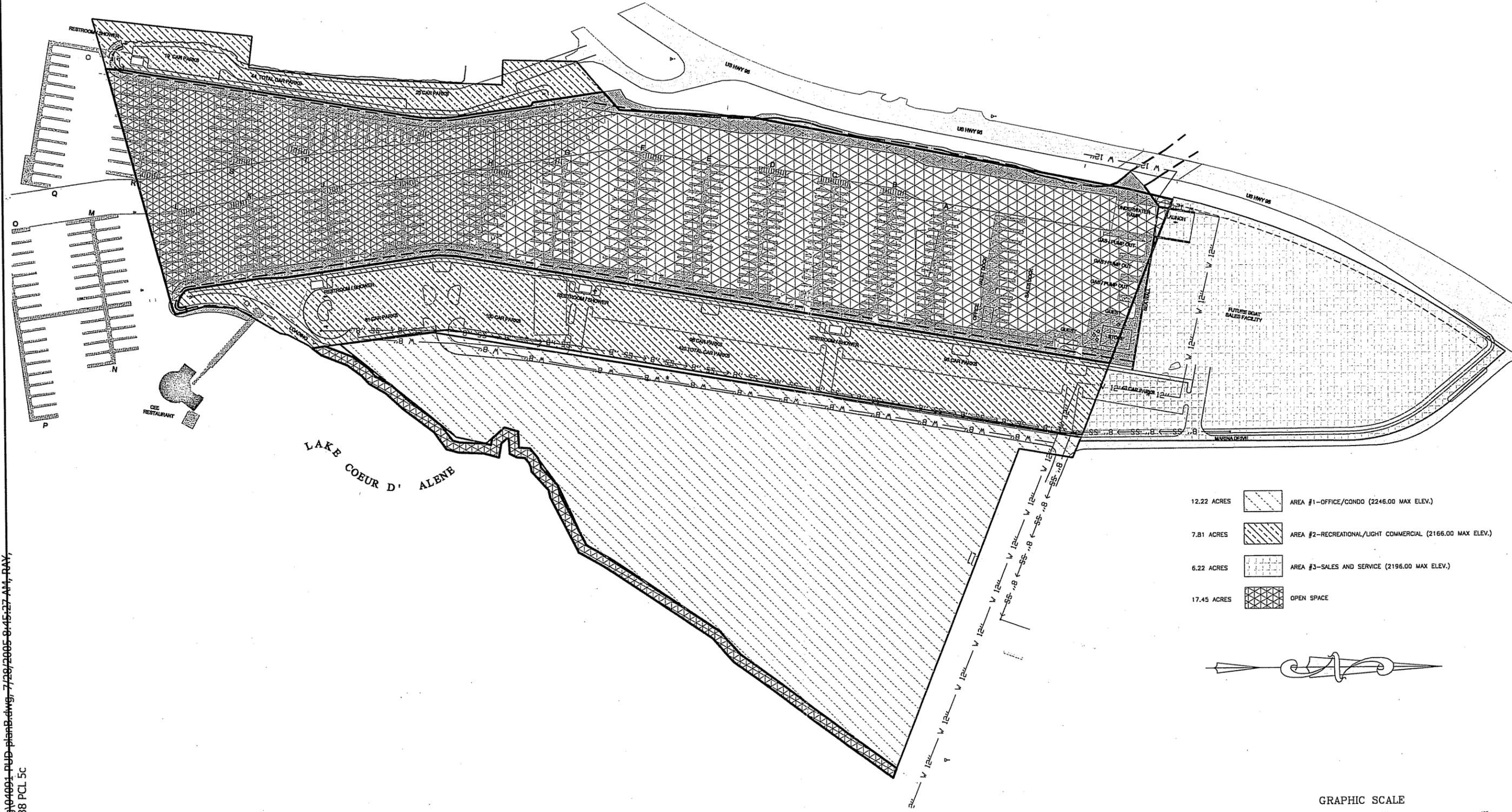
Said Parcel containing 73.004 acres of land, more or less.

BLACKWELL LIMITED DESIGN PUD EXHIBIT



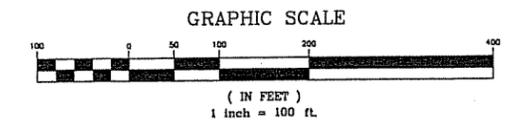
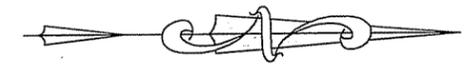
1296 Polson Ave., Ste. B
 Post Falls, Idaho 83854
 PHONE (208) 775-3370
 FAX (208) 777-2128
 www.blackwellid.com

ENGINEERS - SURVEYORS - PLANNERS



LAKE COEUR D' ALENE

- 12.22 ACRES AREA #1—OFFICE/CONDO (2246.00 MAX ELEV.)
- 7.81 ACRES AREA #2—RECREATIONAL/LIGHT COMMERCIAL (2166.00 MAX ELEV.)
- 6.22 ACRES AREA #3—SALES AND SERVICE (2196.00 MAX ELEV.)
- 17.45 ACRES OPEN SPACE



BLACKWELL PUD EXHIBIT
 CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

MARK	DATE	DESCRIPTION

ISSUE DATE: 04/08/05
 DRAWN BY: SLS
 CHECKED BY:
 DWG FILE: 04091-PUD
 PROJ. # PFO4091

SHEET TITLE:
 EXHIBIT

S:\P\04091\dwg\04091-PUD-planB.dwg, 7/29/2005 9:45:27 AM, RAY, Gestetner DSC338 PCL 5c

CALL BEFORE YOU DIG
 1-800-423-4950

COUNCIL BILL NO. 06-1014
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.200 COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #54; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as C-17 (Commercial at 17 Units/Acre).

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

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

SECTION 4. That the above described property is hereby declared to be a part of Precinct #54, and that Section 1.16.200, Coeur d'Alene Municipal Code is hereby amended to include the herein annexed property within the described boundaries of Precinct #54.

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

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

APPROVED by the Mayor this 6th day of June, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-5-05 Marina Yacht Club, LLC Annexation

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 14, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.200 COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #54; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-5-05 Marina Yacht Club, LLC Annexation, 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 6th day of June, 2006.

Warren J. Wilson, Deputy City Attorney

**ANNEXATION LEGAL DESCRIPTION
EXCLUDING CITY PARCEL**

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Said Parcel containing 73.004 acres of land, more or less.