

Coeur d'Alene

CITY COUNCIL MEETING

February 20, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

NOTES OF A COEUR D'ALENE CITY COUNCIL WORKSHOP
HELD ON JANUARY 22, 2007 IN THE CITY COUNCIL CHAMBERS
AT 5:30 P.M.

The Council meeting in a continued session of the City Council on January 22, 2007 at 5:30 p.m. in the City Council Chambers, there being present a quorum

Sandi Bloem, Mayor

A. J. Hassell III) Members of Council Present
Dixie Reid)
Loren Edinger)
Woody McEvers)
Mike Kennedy)

Deanna Goodlander) Members of the Council Absent

SCHOOL DISTRICT 271

Vern Newby, Chairman

Diana Zipperer) Members of the Board Present
Eddie Brooks)
Sid Fredrickson)
Christie Wood)

STAFF: CITY - Wendy Gabriel, Administrator; Susan Weathers, City Clerk; Troy Tymesen, Finance Director; Mike Gridley, City Attorney, Steve Anthony, Recreation Director.

SCHOOL BOARD – Harry Amend, Superintendent; Steve Briggs, Chief Finance Officer; Lynn Towne, Clerk.

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

WORKSHOP – JOINT CITY COUNCIL AND SCHOOL DISTRICT 271 BOARD: Mayor Bloem welcomed the Board members to the first joint meeting. Chairman Newby noted that Christie Wood is attending to Police matters this evening.

Wendy Gabriel first thanked the School district for their partnerships such as membership on the CDA TV Committee, SRO program, Fire Safety Programs, high school water main easement, water resource education, and joint use agreements for gyms.

AFFORDABLE HOUSING OPPORTUNITIES: Wendy Gabriel noted that there are possibilities for partnerships with the school and hopes that the school will participate in this partnership and asked for a representative from school district 271 to serve on the

city's Affordable Housing Committee. Harry Amend noted that the school district is excited about the work being done on affordable housing. Councilman Reid asked how many students are on the subsidized school lunch program. Harry Amend responded that 38% of students are participating in the subsidized school lunch program. Hazel Bauman asked what the definition is of affordable housing. Councilman Kennedy noted that the Affordable housing report is on the City's web site. Vern Newby asked if there are areas identified for affordable housing. Mayor Bloem noted that the report did not recommend placing affordable housing in pocketed locations but rather spread housing throughout the City. Mike Kennedy added that the first phase would be initiated immediately such as credits for developments that incorporate affordable housing. Vern Newby asked if there were any projects which would affect student population and if affordable housing was instituted. Councilman Edinger reported that he had read the student population in School District 271 is declining whereby families are moving to other districts such as Lakeland School District due to the cost of housing in Coeur d'Alene. Harry Amend reported that the numbers do continue to decline as families move also to the Spokane Valley. Edie Brooks asked if affordable housing is for home ownership or rentals. Mayor Bloem noted that the report addressed both and recommended the Council look at both rental property and home ownership. Councilman Edinger noted that a lot of the young families are buying the older homes and fixing them up especially in the downtown and mid town areas of the city. Edie Brooks responded that she believes that younger families are buying newer homes as opposed to the older homes. Vern Newby asked if the Council has any idea of what the infill would be and the number of children who will be in the infill areas. Councilman Hassell noted that this is a preliminary report and does not go into that much detail. Councilman Edinger suggested providing the School District with a copy of the report. Hazel Bauman asked if the School could get a time line for the City's affordable housing development program. Mayor Bloem noted that when the time comes, the City will probably form a Housing Commission who will address these various issues.

SAFE ROUTES TO SCHOOL: Mike Gridley reported that the City is applying for grant from the Federal Government for encouraging students to walk to school. One of the routes that the City's Pedestrian/Bicycle Committee is looking at improving to encourage walking is 15th Street. He asked for input from the School Board such as programs that could be taught or areas that could be improved, please let him know. He noted that this is a 100% grant so no matching funds are required. Mr. Gridley added that one of the responsibilities of the Pedestrian/Bicycle Committee is to make sure that these routes are safe for students to travel. The proposed project would be along 15th Street from Sherman Avenue to Dalton Avenue. Steve Briggs noted that the School District has been an active member of this process and school staff has been collecting demographics of where students walk to school, etc. He added that the School has had good partnerships with the Police Department in training crossing guards as well as help from the Police Department with enforcement issues for school crossing and school zones. Councilman Reid also noted that another area of concern is along Kathleen Avenue where there are three schools between Howard and Ramsey on Kathleen and a group of parents from the Charter Academy who would like Howard and Kathleen signalized. Councilman McEvers asked how the school bus system works. Steve Briggs responded that in the

State of Idaho the legislature provides funding for busing and thus has also developed criteria such as no student within 1 ½ miles of the school they are attending, that student must walk unless there are safety issues that would prevent students walking then the school district must fund busing of those students. Today, the School District buses approximately 4,000 of the 10,000 students attending School within District 271. Edie Brooks asked how the City could help students walk to school such as clearing sidewalks along the school walking routes. She suggested that the City develop regulations regarding sidewalks being cleared of snow between developments fences and sidewalks and also that the swales be placed between sidewalks and roadways. Vern Newby thanked the City for a long term commitment in developing the Pedestrian/Bicycle Committee and the positive impacts it has had for our citizens as well as students. Mike Gridley noted that if there are areas that need focus by the Pedestrian/Bicycle Committee, please feel free in bringing it to their attention.

CDA TV: Councilman McEvers invited the School District Board to air their meetings on CDA TV Channel 19. He also suggested the School Districting doing a program educating the public of the various responsibilities such as school busing on CDA TV. Hazel Bauman responded that the School District is very interested in utilizing CDA TV such as committee meetings and student events, etc. Vern Newby noted that the City has been very gracious about partnering with the School District as far back as the 1980's. They are looking at getting television set up in their meeting rooms so they can be televised.

ADA SIDEWALK ISSUES: Wendy Gabriel announced that the City has a list of streets that will be overlaid each year. In 2008, homeowners will be receiving a notice of where the overlay projects will be located and invite them to participate in improving their sidewalks at that time. She presented the School District with a list of the overlay projects for the coming years that will affect the schools' sidewalks. Councilman Hassell added that as part of the overlay projects, the City will do the ramps to bring them up to ADA standards.

LEGISLATIVE ISSUES: Mayor Bloem asked for partnerships between the two entities during the legislative sessions on such as Urban Renewal District regulations that have assisted in the development of a new public Library, parks, and especially anything that would provide the opportunity for our students to get off meth. She believes that if they join forces both entities would have a stronger presence in Boise. Councilman Reid noted that there might be some legislation on impact fees for highway district and believes that this should also be opened to school districts. Harry Amend commented on how intertwined the School District Board and City Council are for the benefit of our community especially when it comes to State Legislation. Christie Wood asked if there would be a venue whereby both Schools and Cities could present their concerns to State legislators. Mayor Bloem suggested that the Chairs of all the various groups such as Chamber of Commerce, School Board and City meet. Chairman Newby noted that when the School Boards meet with legislators perhaps the City could provide them their concerns so these items will be addressed. Councilman Kennedy asked Christie Wood about the benefits of buffer zones around schools regarding sexual predators. Christie

Wood responded that the majority of crimes against children are done by family members or family acquaintances. Steve Briggs reported that the school district has screening software for anyone who volunteers or comes into schools which inform the school if those individuals have been found guilty of sexual offenses. They also use the software to plot bus stops. He noted that the program has been working pretty well. In regard to buffer zones he finds that the vulnerability is more when they enter schools than where the students live. Councilman McEvers asked if the School District has to advocate for funding for the schools. Harry Amend affirmed that the school does have to request funding on a regular basis but they also address other issues when they travel to Boise. Chairman Newby reviewed the Idaho School Board Association process for addressing legislative issues and their lobbying efforts.

SUPPLEMENTAL LEVY INFORMATION: Harry Amend distributed information regarding the School District's upcoming supplemental levy election. He highlighted the material used at their recent forum for developing their supplemental levy. Hazel Bauman noted that of the 114 school districts in the State 57 school districts have supplemental levy elections.

SORENSEN MAGNET SCHOOL: Hazel Bauman distributed a packet that outlines the reasons why the School District was considering closing Sorenson School. Some of the issues considered were location, lack of playground area, cost of building renovations, decrease in student population in the Sorenson school area. She explained that a magnet school is a school that has some unique characteristics that capture students that do not live in the area, an example is Project CDA. The Board is proposing in making Sorenson a Fine Arts Magnet School. She expressed the School Boards hopes that the City will help support this concept as well as organizations and businesses by providing additional funding for this type of school. Councilman McEvers noted that the Sorenson School issue came to the City Council through Public Comments and noted why the Council supported keeping Sorenson open. Chairman Newby explained the difference between State funding for charter schools and State funding for School Districts. He noted that small school State funding such as the funding for charter schools is greater for per student funding than per student funding for School Districts. Councilman Edinger asked the Board, if Sorenson does not have adequate students, why doesn't the School District bus students to Sorenson. Hazel Bauman noted the other schools - Borah, Bryan and Winton - have empty classrooms and so there is enough classroom space to take the students from Sorenson to the other schools. Councilman Newby also noted that if Sorenson was closed those students could walk to other schools. Councilman Hassell noted that by closing Sorenson you also lose the sense of community when you start busing students outside of their community. Harry Amend asked when affordable housing will be in the Sorenson School area. Mayor Bloem responded that putting affordable housing into the Sorenson School district area is not the only answer to Sorenson School. The City has to looked at rebuilding the population of all ages in the older parts of the City with such things as neighborhood homeowners associations.

RECESS: Mayor Bloem called for a recess at 7:30 p.m. The workshop reconvened at 7:37 p.m.

SORENSEN MAGNET SCHOOL Cont'd: Councilman Edinger noted that during the Planning Commission meetings that there has been a lot of younger couples have purchased homes on Front Avenue whose children will be going to Sorenson if they are not already going to Sorenson. He also noted that the Sorenson PTO is a very strong PTO and the closure of Sorenson will disrupt the downtown area. He feels strongly if you could bus the students to a northern school, then you could bus students from the north to Sorenson. Vern Newby responded that Sorenson students would be bused to Fernan, Borah, Bryan and Winton and not to the northern area of the City. Councilman Kennedy asked that the board explain a Magnet School. Hazel Bauman explained that magnet school students must take the core fundamental educational classes but it would be done through the focus of fine arts such as reading material would be about artists. Vern Newby added that the trend is more students moving out of the downtown area than moving into the downtown area. Christie Wood noted that there are approximately 1,900 to 2,000 students that are currently home schooled and it is those students that they are hoping a magnet school would attract. Mayor Bloem commented that the City is on board to help in any way we can.

GYMNASIUMS & PLAYFIELD UTILIZATION: Steve Briggs commended the partnership between the School District and the City for the construction of gymnasiums within the school district and noted that the City Of Hayden is asking for a similar agreement with the School District. He reported that although this is a success, the joint use agreement does not fully compensate the School District for the use of these gyms such as utilities, snow plowing, refinishing the gyms. He noted that the joint use agreements are ending this year and these issues will be addressed by the School District when entering into new agreements with the City. Steve Anthony noted that the City has partnered in the cost of constructing the gyms were at Fernan, Skyway, Woodland, and Hayden Meadows. He also noted that the City utilizes most of the school gyms on a year round basis.

SCHOOL RESOURCE OFFICERS: Harry Amend commended the current staff of School Resource Officers which consist of 5 school resource officers and 1 full time D.A.R.E. officer. He complimented the Coeur d'Alene Police Officers for their synergy in the schools. He noted that the D.A.R.E. program is a 5th grade program and like the School Resource Officer is a source of pride for the School District and expressed his appreciation for these partnerships.

LEGISLATIVE ISSUES: Hazel Bauman reported that the two pieces of legislation the School District is monitoring are high school reform legislation including that all seniors do a senior project and that all Juniors take a college entrance exam. The School District is supportive of the proposed legislation and hopes that funding will accompany these new mandates. The other piece of legislation is the routine school superintendents proposed budget which shows increases in salaries as well as increasing in funding for text books and funding for dual enrollment students.

OTHER ISSUES: Councilman McEvers asked how School District boundaries are formed. Sid Fredrickson responded that State law mandates how boundaries are formed. Mayor Bloem suggested that this might be an issue that is addressed in more detail at the next joint meeting of the City Council and School Board.

Mayor Bloem announced that tonight's airing this meeting was a collaborative effort between Time Warner, NIC and Councilman McEvers.

Vern Newby recommended that the next joint meeting be held in October. Councilman Hassell also suggested having the legislative committees conduct a joint meeting.

Mayor Bloem noted that there is a Youth Commission and asked for support from the School District for helping students become involved in this Commission.

ADJOURNMENT: Motion by Edinger, seconded by Hassell to recess this meeting to January 23, 2007 at 12:00 Noon. Motion carried.

The workshop recessed at 8:15 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A JOINT WORKSHOP WITH THE
CITY OF COEUR D'ALENE AND THE PLANNING COMMISSION
FEBRUARY 1, 2007 AT 12:00 NOON
HELD IN THE COUNCIL CHAMBERS

Mayor Sandi Bloem

COUNCIL MEMBERS PRESENT:

Dixie Reid
Ron Edinger
Woody McEvers
Al Hassell
Mike Kennedy

PLANNING COMMISSION MEMEBERS PRESENT:

John Bruning, Chairman
Brad Jordan,
Tom Messina
Mary Souza

STAFF: City Administrator

SETTING OF PUBLIC HEARING - EXCHANGE OF PROPERTY FOR KROC CENTER: Deputy City Attorney Warren Wilson asked that the City Council set a public hearing for February 20th to consider exchange of property for the construction of the Kroc Center. Motion by Reid, seconded by Edinger to declare the Council's intent to exchange property for the Kroc Community Center and set a public hearing date for February 20, 2007. Motion carried.

EAST MULLAN HISTORIC DISTRICT NEIGHBORHOOD ASSOCIATION: Joe Morris and Rita Snyder presented a Powerpoint explaining the purpose of their association as well as recommended changes to the city's zoning regulations regarding height variances that are allowed in the infill overlay regulations. Some of their concerns are the replacement of affordable housing with high end condominiums and the height density and setbacks not being compatible with the existing neighborhood. They are recommending that the R-12 zone should be removed from the overlay district and the height limit should be set at 32 and require the same setbacks as surrounding R-17 zones and require inclusionary housing for workforce housing. They also expressed their opposition to C-17 and C-17L having unlimited height. Councilman Edinger suggested that the City consider a moratorium on the infill overlay regulations area. Mary Souza noted that the Planning Commission has denied 2 variances since the overlay regulations were adopted. Councilman Edinger expressed his concern that if the code currently requires 32 feet there should not be a variance that allowed it to exceed the code. Mary Souza believes that the Planning Commission should look at amendments to the variance

ordinance vs. putting a moratorium on the regulations. Deputy City Attorney Warren Wilson suggested that the Council and Planning Commission meet again in a workshop to discuss the issue of a moratorium vs. amending the regulations. Brad Jordan believes that a large part of this neighborhood's concern is the height variance and, if we place a moratorium on the entire infill regulations, it covers a larger area than the East Mullan Area. Councilman Reid believes that the regulations need to be amended to provide more restrictions on allowing variances. She believes that this issue can be amended without doing a moratorium.

COMPREHENSIVE PLAN: John Bruning announced that he will discuss the goals of the plan, Mary Souza will discuss the plans and Dave Yadon will discuss the differences between the existing and proposed Comprehensive Plan. Dave Yadon reported that the existing Comprehensive Plan is prepared in line with the State Law which lends to conflicting policies. The proposed Plan focused on preparing a plan that is understandable and easier to understand. John Bruning explained that the proposed plan has 4 goals with objectives which state the specific plans to achieve each goal. The objectives could be used when forming Findings and Order. Special Area Section includes such areas as the Infill Zone, Midtown, Downtown, Tubbs Hill, Hillside, Gov't Way, Fort Ground, Rathdrum Aquifer, and Higher Education Corridor. Mary Souza described the section of Land Use which is broken into sectors that contain unique characteristics of each sector of town. Dave Yadon reported that the Planning Commission is suggesting reducing the size of the City's Area of City Impact on the easterly boundary of the City. John Bruning reported that the Planning Commission would also like to present this proposed Plan to the Executive Team, at the City Committee Chairmen's meeting and then to the general public. Following that the Commission will hold a public hearing on the proposed Plan following which the City Council will hold a public hearing. Councilman Reid asked how long this process would take. John Bruning responded that he would estimate that the Comprehensive Plan could be adopted by this summer. Councilman McEvers asked about regulations on noise and also that the Library will be in existence by the time this Plan has been adopted and suggested that the verbiage be amended to reflect its existence. Councilman Hassell asked if this new Comprehensive Plan will require a major revision to the zoning ordinances. John Bruning responded that the zoning regulations have not been revised since 1982 and do need to have a major review and revision but the Planning Commission had made a decision to complete the Comprehensive Plan and then address the Zoning Regulations. Councilman Edinger thanked the Planning Commission for all their work in this proposed Comprehensive Plan. Mayor Bloem asked if this Plan meets the needs for a Comprehensive Plan. Mr. Wilson responded that this Plan does meet the requirements for a Comprehensive Plan. Dave Yadon noted that the Plan is the City's vision and the Zoning Codes are the regulations that regulate the development. Mayor Bloem expressed her appreciation for the work done on the Comprehensive Plan. John Bruning expressed his appreciation for tremendous the help from Dave Yadon, Warren Wilson and Sean Holm in preparing the Plan.

The Mayor noted that another workshop will be scheduled very soon and that the meeting will be scheduled for 2 hours.

RECESS: Motion by Hassell, seconded by Kennedy to adjourn the workshop. Motion carried.

The workshop adjourned at 1:10 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
FEBRUARY 6, 2007**

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 February 6, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy) Members of Council Present
Woody McEvers)
A. J. Al Hassell, III)
Dixie Reid)
Loren Ron Edinger)

Deanna Goodlander) Members of Council Absent

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

INVOCATION was led by Pastor Phil Muthersbaugh, Life Source Community Church.

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

PRESENTATIONS - PROCLAMATION - "ART ON THE EDGE MARTIGRAS DAY: Mayor Bloem proclaimed February 17, 2007 as Art on the Edge mARTi gras Day in the City of Coeur d'Alene. Kathy Beechler, Alli Shute and Kendall Lewis accepted the proclamation on behalf of the Children's Village.

PUBLIC COMMENTS:

NEW EMPLOYEE INTRODUCTION: Doug Eastwood introduced the newest Parks Dept. employee, Jannette Hoffert, who moved here from Nevada.

KATHLEEN AVENUE SPEED ZONE: Joe Parker 4437 Sulu St., asked if he was the only resident that has an issue regarding the signage along Kathleen Avenue. Councilman Reid responded that so far, he is the only resident that has brought a complaint regarding the signage; however, she noted that City Engineer, Gordon Dobler, is reviewing possible signage with the City's Legal Department looking for alternative signage in response to his complaint. She noted that Mr. Dobler will be presenting his findings on signage to the Public Works Committee meeting on March 26, 2007 and invited Mr. Parker to attend the meeting.

CITY VIDEO: Richard Rosenova, owner of Wild Idaho Chocolate Co. at 2415 N. Gov't Way, #5, suggested that the City develop a video of the history and development of Coeur d'Alene and surrounding areas.

PUBLIC SWIMMING AREA REGULATIONS: Charles Dalvini, 822 N. 5th Street, is a kayaker and is concerned that the proposed Council Bill makes it illegal for anyone to launch a kayak or other non-motorized vehicle at Sanders Beach or any other City beach property. He believes that this is a little extreme and does not believe that it is the intent of the Bill to prevent kayaks from being launched at beaches. He requested that the Council review the proposed regulations and especially the definition of vessels.

Motion by Reid, seconded by Edinger to bring Council Bill No. 07-1005 forward at this time. Motion carried.

City Attorney Mike Gridley noted that the Legal Department is going through the process of reviewing the Municipal Codes. As a result the proposed Municipal Code amendments were prepared in order to amend deficiencies, inconsistencies and conflicts with the current Idaho Code.

Councilman Hassell commented that he believes that it is the speed and power of the vessel that poses a problem.

Chic Burge, noted that his mailing address is 515 Sherman Avenue as he lives on an island on the river and does not have a home address. He commented that he is a kayaker and organizer of such events as the Coeur d'Alene Triathlon. He believes that it would be unwise to eliminate these types of activities from the Sanders Beach area and the regulations should be limited to motorized boats and sailboats.

Richard Rosanova, 2415 N. Gov't Way, also added that the Council should add the restriction of models that are gasoline or electric powered as they can go 60-80 mph.

Chip Dalvini noted that rowing sculls are usually not on Lake Coeur d'Alene, so a qualifier in the definition of vessels could be the length of the vessel.

Gerry Frank 1415 E. Lakeshore, noted that last weekend there were kayakers at Sanders Beach and there are even canoes which has been a historic use of Sanders Beach and believes that users other than swimmers should be allowed to enjoy the beach.

Virginia Tollenaere, 1410 E. Ash, would be sad if the opportunity would be taken away from her to take her kayak to Sanders Beach.

MOTION: Motion by Edinger, seconded by Kennedy to return Council Bill No. 07-1005 back to staff to amend the definition of vessels, taking into consideration of the public's comments.

DISCUSSION: Councilman Kennedy suggested that staff provide a clearer definition such as human powered vehicles be allowed that are less than 20 feet. Councilman McEvers noted that NIC has sailboats and sail boards which have never been a problem and does not really believe that a code should be created that would eliminate activities that have traditionally been done. Councilman Edinger noted that the proposed

regulations deal with all other City Beaches. City Attorney noted that the intent was to put all regulations regarding beaches and swimming areas into one section and the ultimate goal of the regulations was to make it safer for swimmers. He also noted that the regulations would also include the Mill River beach.

Motion carried.

Councilman Reid complimented the residents who came forward with their concerns on these proposed regulations and expressed her appreciation for their efforts.

Jerry Frank, 1415 E. Lakeshore, stated that this information was not made available to the public until 2:30 p.m. this afternoon. He also countered Mr. Gridley's comments regarding trying to make this just a swimming area as this is not what Sanders Beach has been traditionally been used for.

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

1. Approval of minutes for January 16, 23, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for February 12, 2007 at 4:00 p.m.
3. RESOLUTION 07-008: 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 IDAHO OFFICE OF TRAFFIC AND HIGHWAY SAFETY GRANT AGREEMENT FOR THE POLICE DEPARTMENT C.A.R.E. TEAM; APPROVAL OF CHANGE ORDER NO. 7 WITH CONTRACTORS NORTHWEST, INC FOR THE WWTP PHASE 4B PROJECT; APPROVAL OF AN AGREEMENT WITH THE INSTITUTE FOR ADVANCED DEVELOPMENT FOR TRAINING ENTITLED "TEAM EFFECTIVENESS & PARTNERING STRATEGIES"; APPROVAL OF S-11-06 ICE PLANT SUBDIVISION FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT & AUTHORIZING THE DESTRUCTION OF RECORDS AS REQUESTED BY THE POLICE DEPARTMENT
4. Setting of public hearing for vacation of existing emergency access easement in Graystone Subdivision for March 6, 2007.
5. Authorizing staff to advertise for bids for the Ramsey Road Reconstruction project.
6. Acceptance of right-of-way on Marie Avenue for Fall Creek Apartments, LLC.
7. Approval of beer/wine license transfer from DJ's All America to Harry's Food market at 1505 E. Sherman.
8. Cemetery lot repurchases from William Chiappi and from Terry Schneider for Maxine Negrone.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN MC EVERS asked the members of Boy Scout Troop 201 to introduce themselves and explain why they were at the Council meeting. Eric Woodward replied that they were here to earn their community service badge. Nathan Clemans, in response to Councilman McEvers question of what is the best part of being a Boy Scout, noted it is becoming active and involved in the community.

COUNCILMAN KENNEDY welcomed his one-week-old son John Patrick Kennedy to his family and the community. He also noted that he had been approached in the last couple of weeks regarding extreme winter weather and homeless folks. He had been informed that other cities have ordinances regarding shelters for the homeless in extreme winter weather conditions. He requested that the City begin the process of looking further into this issue. Councilman Edinger believes that it is a very good idea and it should go to the Public Works Committee after the Engineering Dept. looks at this issue. MOTION: Motion by Kennedy seconded by Edinger to move this forward through the Public Works Committee. Motion carried.

COUNCILMAN EDINGER read a letter thanking the Streets Department for all their great work during the winter months, especially the use of the snowgates as created by the Street Maintenance Department. The Leaf Pickup program was also commended. Councilman Edinger noted that the letter was from Dusty and Aubrey Rhoads, 1710 E. Hasting Avenue.

COUNCILMAN REID thanked the Fire Department for their invitation to the annual Firefighter awards banquet. She complimented the department on their new uniforms and expressed her appreciation for the events of the evening.

COMMITTEE APPOINTMENTS: Motion by Kennedy, seconded by Hassell to appoint the following: Deanna Goodlander to LCDC; Eric Childress to the Sign Board; Betty Nelson, David Wagner and Aaron Robb to the Noise Abatement Board and Dave Patzer, Jim Lien and Mike McDowell to the Parks and Recreation Commission. Motion carried.

ORDINANCE NO.3282
COUNCIL BILL NO. 07-1004

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING TITLE 10 'VEHICLES AND TRAFFIC' BY ADDING A NEW SECTION 10.02 TO PROVIDE FINDINGS, INTENT AND DEFINITIONS FOR TITLE 10; REPEALING SECTIONS 10.04.010 AND 10.04.020 AND ADDING NEW SECTIONS 10.04.010 AND 10.04.020 TO PROVIDE PLACEMENT AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND OBEDIENCE OF TRAFFIC CONTROL DEVICES REQUIRED; AMENDING SECTION 10.20.010 PROVIDING THE NEW TITLE OF STOPPING, STANDING OR PARKING, TO PROHIBIT STOPPING, STANDING OR PARKING IN DESIGNATED AREAS,

PROVIDING FOR PLACEMENT OF TRAFFIC CONTROL DEVICES AND ADOPTION OF AREAS PROHIBITING STOPPING, STANDING OR PARKING BY RESOLUTION; REPEALING SECTION 10.20.040 REGARDING THE LENGTH OF TIME PARKING IS ALLOWED; AMENDING SECTION 10.20.060 PROVIDING THE NEW TITLE OF MANNER OF PARKING, TO MAKE TECHNICAL CORRECTIONS AND TO PROVIDE A NEW SUBSECTION "D" PRESCRIBING THE MANNER IN WHICH VEHICLES SHALL PARK; AMENDING SECTION 10.20.070 TO DELETE SPECIAL PERMITS FOR DELIVERIES AND PICK UPS; AMENDING SECTION 10.20.080 TO DELETE REFERENCE TO A SPECIAL PERMIT FOR PARKING IN ALLEYS AND LOADING ZONES; REPEALING SECTION 10.20.090 DEALING WITH TRUCKS PARKING IN FIRE DISTRICTS; AMENDING SECTION 10.20.100 TO PROVIDE FOR HANDICAPPED PARKING IN THE DOWNTOWN AREA; AMENDING CHAPTER 10.24 PROVIDING THE NEW TITLE OF LIMITED TIME PARKING SPACES; AMENDING SECTION 10.24.010 PROVIDING THE NEW TITLE OF AUTHORITY TO DESIGNATE LIMITED TIME SPACES AND ZONES, AND TO PROVIDE FOR THE AUTHORITY TO DESIGNATE LIMITED TIME SPACES AND ZONES BY RESOLUTION; AMENDING SECTION 10.24.020 PROVIDING THE NEW TITLE OF LIMITED TIME PARKING SPACES AND ZONES, AND TO PROVIDE FOR ADDITIONAL LIMITED TIME PARKING SPACES AND ZONES BY RESOLUTION; REPEALING SECTION 10.24.030 ENTITLED UNLAWFUL ACTS DESIGNATED; ADDING A NEW SECTION 10.24.030 PROVIDING THE NEW TITLE OF ADDITIONAL PARKING RESTRICTIONS, TO PROVIDE FOR TWO HOUR PARKING SPACES AND PARKING SPACES WITHOUT THE TWO HOUR TIME LIMIT; REPEALING SECTION 10.24.050 DEALING WITH USE OF FUNDS; AMENDING SECTION 10.26.65 TO MAKE HOUSEKEEPING CORRECTIONS AND TO DELETE REFERENCE TO THE PENALTY; AMENDING SECTIONS 10.26.100 AND 10.26.110 PROVIDING THE NEW TITLE OF MCEUEN FIELD PUBLIC PARKING LOT, AND TO DELETE REFERENCE TO THE PENALTY; AMENDING SECTION 10.27.040 TO AMEND REFERENCE TO THE PENALTY; AMENDING SECTION 10.28.010 TO CLARIFY THE AUTHORITY OF THE POLICE DEPARTMENT, TO ESTABLISH AND PROVIDE FOR TOW AWAY ZONES, AND TO AUTHORIZE ADDITIONAL ZONES TO BE ESTABLISHED BY RESOLUTION; ADDING A NEW SECTION 10.28.030 TO PROVIDE FOR HEARING ON IMPOUNDMENT; AMENDING SECTION 10.36.010 TO MAKE HOUSEKEEPING CORRECTIONS AND TO PROVIDE PARKING RESTRICTIONS FOR VEHICLES IN EXCESS OF 26,000 POUNDS GROSS WEIGHT; AMENDING SECTION 10.40.010 TO PROHIBIT THE OPERATION OF MOTOR VEHICLES ON AREAS DESIGNATED FOR PEDESTRIAN AND NON-MOTORIZED VEHICLES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Edinger to pass the first reading of Council Bill No. 07-1004.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1004 by its having had one reading by title only.

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

ORDINANCE NO. 3283
COUNCIL BILL NO. 07-1001

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.82.010 TO INCREASE THE PEDESTRIAN AND BICYCLE ADVISORY COMMITTEE MEMBER POSITIONS FROM 10 MEMBERS TO 15 MEMBERS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 07-1001.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1001 by its having had one reading by title only.

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

RESOLUTION 07-009

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING STANDARD DRAWINGS FOR MULTI-USE PATHS.

Motion by Reid, seconded by Kennedy to adopt Resolution 07-009.

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

FINDINGS AND ORDER FOR ZC-6-06/PUD-3-06/S-9-06/SP-11-05 MEADOW RANCH SUBDIVISION: Motion by Reid, seconded by McEvers to adopt the Findings and Order for Meadow Ranch Subdivision, zone change, Planned Unit Development, Short Plat and Special Use Permit as presented. ROLL CALL: Hassell, No; Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, No. Motion carried.

PUBLIC HEARING - LAND TRADE AT WINTON PARK: Mayor Bloem read the rules of order for this public hearing. Parks Director, Doug Eastwood, gave the staff report.

Mr. Eastwood reported that Winton Park was jointly constructed by School District 271 and the City of Coeur d'Alene. Both parties acquired parcels of land comprised of the 6 acres that make up Winton Park. Mr. Eastwood noted that School District 271 is in favor of the proposed property exchange.

The park was constructed using Land and Water Conservation Funds with grants, one being awarded in 1981 and another in 1984. Mr. Eastwood noted that any change in use of the property to anything other than outdoor recreation will result in a conversion and the sponsor will have to mitigate the conversion.

The proposed land exchange includes two parcels of property approximately 1,900 square feet in size with the exchange property being contiguous to Winton Park. Mr. Eastwood noted that the land currently within the LWCF boundaries is at the base of a hill on the west side of the park and the land being proposed for trade is on the south side of the park and is on ground that is higher in elevation.

Councilman Reid asked if there will be a fence separating the parking lot and the park.

PUBLIC COMMENTS: John Buetler, 1836 Northwest Boulevard, responded to Councilman Reid's inquiry by noting that the hillside is very abrupt at that location and fencing would not be necessary.

MOTION: Motion by Edinger, seconded by Kennedy to approve the exchange of a portion of Winton Park property for a similar sized parcel of property located adjacent to Winton Park.

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

EXECUTIVE SESSION: Motion by Reid, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 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, which is 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: Kennedy, Aye; McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

The Council entered into Executive Session at 7:06 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of labor negotiations, personnel, property acquisition and litigation.

No action was taken and the Council returned to regular session at 8:30 p.m.

POLICE CHIEF RECRUITMENT: Motion by Edinger, seconded by McEvers to approve a full and open recruitment for the Police Chief position. Motion carried.

SANDERS BEACH LAWSUIT: Motion by Edinger, seconded by Hassell to deny an offer of settlement in the Sanders Beach lawsuit. Motion carried.

CLARK TORT CLAIM: Motion by Hassell, seconded by McEvers to take no action on the Clark Tort claim. Motion carried.

ADJOURNMENT: Motion by Kennedy, seconded by Reid that this meeting be recessed to February 16, 2007 at 7:00 a.m. for a Joint meeting with the Kootenai County Commissioners. Motion carried.

The meeting recessed at 8:23 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DESTRUCTION OF TEMPORARY RECORDS FROM THE FINANCE DEPARTMENT; APPROVING THE CONTRACT WITH GINNO CONSTRUCTION FOR THE FIRE DEPARTMENT TRAINING TOWER FACILITY; APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND THE WATSON AGENCY AND DIRECTING STAFF TO RESEARCH LONG-TERM ANIMAL CONTROL OPTIONS AND APPROVING AMENDMENT NO. 4 TO THE AGREEMENT WITH JUB ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CIPP/OPEN TRENCH PROJECT;

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

- 1) Approving the Destruction of Temporary Records from the Finance Department;
- 2) Approving the Contract with Ginno Construction for the Fire Department Training Tower Facility;
- 3) Approving the Memorandum of Agreement between the City and the Watson Agency and directing staff to research long-term Animal Control Options;
- 4) Approving Amendment No. 4 to the Agreement with JUB Engineers for Professional Engineering Services for the CIPP/Open Trench project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 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 20th day of February, 2007.

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 _____.

MEMORANDUM

DATE: 2/7/07
TO: City Council
FROM: Troy Lymer
(Department Head)
RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

Pursuant to the Records Retention regulations, the attached list of records is being presented to the Council for authorization for the destruction of such records.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Finance Utility Billing

Type of Record: Semi-permanent Temporary

Dates of Records: FROM: 01/01/03 THROUGH 12/31/04

Description of Records:

payment stubs (utility bills)

Type of Record: Semi-permanent Temporary

Dates of Records: FROM: / / THROUGH / /

Description of Records:

Type of Record: Semi-permanent Temporary

Dates of Records: FROM: 10/01/00 THROUGH 9/30/05

Description of Records:

copies and/or stubs from checks

Type of Record: Semi-permanent Temporary

Dates of Records: FROM: 10/01/01 THROUGH 9/30/02

Description of Records:

cash register tapes

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: February 7, 2007

From: Kenny Gabriel, Fire Chief

Re: Bid Acceptance

DECISION POINT: Should Mayor and Council accept Bid from Ginno Construction for the erection of the Public Safety Training Tower?

HISTORY: Recently the Fire Department requested the Council reject the addendum bid for the Training Tower. That happened and we re-bid the project. We received no bids from the second advertisement. At that time we spoke to a number of contractors and received a bid from Ginno Construction, our General Contractors on the project.

FINANCIAL ANALYSIS: The bid from Ginno is \$171,000.00. This fits into the overall budget of the project. It is also \$120,000.00. lower than the prior bids we received.

PERFORMANCE ANALYSIS: Having Ginno Construction, our General Contractor, be in charge of this portion of the project lends a great deal of continuity to the overall project. This eliminates one sub contractor from the program and gives us better control.

DECISION POINT/RECOMMENDATION: Accept bid from Ginno Construction for the erection of the Public Safety Training Tower.

CONTRACT

THIS CONTRACT, made and entered into this 20th day of February, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **GINNO CONSTRUCTION**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 106 Poplar Avenue, Coeur d' Alene, Idaho 83814, hereinafter referred to as the “**CONTRACTOR**”,

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **construction the Fire Department Training Tower Facility** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of said city, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall **construct the Fire Department Training Tower Facility** as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Fire Chief of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR's** acts or omissions in performance of this contract. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** 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.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed One Hundred Seventy One Thousand Dollars and No/100's (\$171,000.00) as hereinafter provided. Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **June 30th, 2007** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of \$1,000.00 per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in Section 2 of the Contract Documents, entitled "Standard General Conditions of the Construction Contract."

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed the day and year first above written.

CITY OF COEUR D'ALENE,

**CONTRACTOR:
GINNO CONSTRUCTION**

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of February, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2007, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Ginno Construction**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

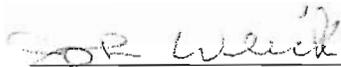
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission Expires:

MEMORANDUM
OF
AGREEMENT

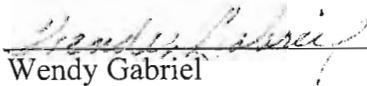
This Memorandum of Agreement is entered into this 9th day of February, 2007, between the parties, City of Coeur d'Alene and Watson Agency Inc. The parties entered into a Service Agreement in April, 2004 pursuant to Resolution No. 04-049 for the provision of animal control services in the city of Coeur d'Alene. By mutual agreement of the parties, both parties desire to terminate said Service Agreement effective immediately.

The Coeur d'Alene Animal Shelter, operated by Watson Agency currently houses numerous cats and dogs. The Watson Agency agrees to make best efforts to relocate the animals to new homes or shelters. Final payment in full satisfaction of the Service Agreement will be made in two drafts: \$6,000 payable to Don Smock, payable at the time of execution of this agreement, and \$1,600 made payable to the Watson Agency at the time the City is able to verify to its satisfaction that the terms of this agreement are met.



February 9, 2007

John Weick
President
Watson Agency Inc.



February 9, 2007

Wendy Gabriel
City Administrator
City of Coeur d'Alene

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: February 12, 2007
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: Agreement for Professional Engineering Services with J.U.B. Engineers, Inc. - Request Approval of Amendment No. 4

=====

DECISION POINT:

The Council may wish to authorize staff to amend the agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$101,800.00

HISTORY:

J.U.B. Engineers has substantially completed Amendment No 3 of their professional services agreement, which was approved by Council on February 7, 2006 . Amendment No. 3 provided for CIPP/Open Trench Sewer Rehabilitation, GIS Upgrades and Inflow Corrective Actions.

We would like to proceed with Amendment No. 4.

- 1. CIPP/Open Trench Sewer Rehabilitation.
- 2. GIS Upgrades consisting of imputing new development sewer infrastructure, data collection for the Sewer Crew and our sewer Mapbook.
- 3. Inflow Identification, at this time, has reached its economic value. We would like to continue pursuing corrective actions of the inflow sources identified in past years.

FINANCIAL ANALYSIS: Amendment No. 4.

CIPP/ Open Trench Sewer Rehabilitation.

Proposed J.U.B. Amendment #4 Total Proposed Cost	- - - - -	\$101,800.00
Estimate Construction Costs	- - - - -	<u>\$396,000.00</u>
Total Anticipated Costs	- -	\$497,800.00

Wastewater Budget for 2006-2007 Collection System Rehabilitation is \$550,000.00

PERFORMANCE ANALYSIS: Amendment No. 3

9,684 feet of CIPP rehabilitation and Open Trench pipe replacement was completed during the 2006 construction season at a total cost of \$45.45 per lineal foot including J.U.B. engineering fees. In 2005 under JUB Amendment #2 our comparable cost was \$51.41 per lineal foot. Substantial GIS Upgrades have been made to our electronic ArcView program as more subdivisions are completed. Inflow Identification correction plans have been designed for one of our largest surface water contributors.

RECOMMENDATION:

The Council may wish to authorize staff to amend the agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d’Alene, ID 83815, for professional engineering services for tasks associated with collection system development and rehabilitation at a cost not to exceed \$101,800.00, continue GIS Upgrades and pursue corrective action of the inflow sources identified over the past years.

ATTACHMENT "A"

SCOPE OF SERVICES - Amendment #4
City of Coeur d'Alene Wastewater Utility Department
2007 Collection System Projects

RECEIVED
JAN 19 2007
WASTEWATER

TASK 1

PIPE REHABILITATION PROJECT - CURED-IN-PLACE-PIPE REHABILITATION AND OPEN
TRENCH SEWER REPLACEMENTS

Objective

The purpose of this task is to:

- Review approximately 12,000 to 15,000 LF of sanitary sewer with the intention of developing a bid package for Cured-in-Place-Pipe (CIPP) rehabilitation of approximately 12,000 LF of 8-inch to 15-inch sewer lines.
- Develop a bid package for two open trench replacement projects, with a total length of approximately 1,150 LF.
- Provide bidding support, construction administration, and observation for the CIPP and open trench projects.

Approach

ENGINEER will review existing sewer line data to verify service locations, determine what additional closed-circuit television (CCTV) inspection is necessary, field verify pipe sizes for the reaches in question, determine approximate depths to inverts and current condition of the main lines and service connections. Preliminary design for the CIPP project will include a recommendation to the CITY on the type and extent of point repairs needed for CIPP rehabilitation. Preliminary design for the open trench projects will include survey and concept plans and profiles. Final design will develop plans and specs for construction, submittal for CITY review and approval, submission of a courtesy set of the CIPP plans to the Idaho Department of Environmental Quality (IDEQ), submission of a review set of the open trench projects to the IDEQ for approval, and final edits based on those reviews. The bidding phase will include advertisement, a pre-bid conference, bid opening, and a bid review and recommendation to the CITY. The construction phase will include contract administration, construction observation, and project close-out.

The approach will be broken into the following subtasks:

- Preliminary Design
- Final Plans and Specifications
- Contract Bidding and Award
- Construction Administration and Observation
- Project Close-out

ENGINEER will provide administrative and engineering services specifically limited to the following:

Task 110 - Preliminary Design (Items 110.01 through 110.17) Gather, document, and review existing conditions and identify potential construction conflicts. Develop preliminary plans for initial discussion and review by the CITY and IDEQ. The activities are as follows:

- Open Trench:
 - The project consists of:
 - Schedule A: Alley between Forest Drive and Military Drive south of Sherman Court, with an approximate length of 300 LF
 - Schedule B: 6th Street north of Wallace Avenue to Foster Avenue and the alley north of Garden between 6th Street and 7th Street, with a total approximate length of 810 LF
 - Collect topographical survey for the two open trench projects. Survey will include collection of surface improvements within the alleys and streets in the CITY right-of-way for the projects, sanitary sewer locations and depths to inverts, utilities as marked by the utility owners based on a One Call for construction, and any available property pins within the project area. Property lines will be approximated using the CITY's GIS database and the County Assessors Map.
 - Additional survey will be performed for the project on 6th Street to include surface features to manhole BUS9C-01 (in the alley north of Garden Avenue at 5th Street) and to BUS9A-02 (on Foster Avenue and 6th Street) for design in subsequent years.
 - Services will be located off of the main line from closed circuit television (CCTV) in sections by the City.
 - Develop one concept drawing per alley based on replacing the existing 6-inch sanitary sewer with an 8-inch sanitary sewer at the same line and matching inverts. For the alley south of Sherman Court, the alignment

will be modified for a straight alignment between the existing manhole in Sherman Court and the existing terminal manhole in the alley.

- Prepare draft “construction and permanent easements” for review by the CITY’s legal department.
- CIPP:
 - Coordinate CCTV inspection of lines identified by the CITY as a top priority for rehabilitation in 2007. The CCTV inspection will be performed by others.
 - Review video inspection logs of sewer mains identified above to verify pipe condition and identify specific reaches that should or should not be rehabilitated with CIPP. It is estimated that approximately 12,000 to 15,000 LF of sanitary sewer will be inspected as part of this project.
 - Field verify existing manhole types, general condition, inlet and outlet pipe sizes, approximate pipe orientation, and approximate depths to inverts for the CIPP work (approximately 12,000 LF of sanitary sewer).
 - Recommend point repairs necessary prior to CIPP rehabilitation for the CITY’s review. Point repairs identified by J-U-B will be performed and/or coordinated by the CITY as necessary to accommodate CIPP rehabilitation.
 - Prioritize reaches for CIPP rehabilitation and identify potential additive alternates as appropriate to meet budget requirements.
 - Develop CIPP concept drawings for review with the CITY based on the above CIPP reaches. The concept drawings will include a CITY-provided orthophoto of the project area with service laterals shown as located during the CCTV inspection for CITY review of lots potentially served by multiple service laterals.
- Develop concept level opinions of probable cost for both projects. Review available budget and consider using bid alternatives to stay within the available construction budget.
- Review concept drawings and opinions of probable cost with the CITY Wastewater Utility Department for concurrence before proceeding with final design.
- Attend one neighborhood meeting for the alley project between Forest Drive and Military Drive south of Sherman Court to review the open trench project with the homeowners.

Task 110 - Final Plans and Preparing Bid Documents (Items 110.18 through 110.33)
Based on CITY comments and IDEQ comments (if available) from the concept design,

the concept drawings will be finalized for bidding purposes. The activities are as follows:

- Develop bid documents, specifications and final plans suitable for competitive bidding, based on CITY comments. Since budget may be an issue, contract documents may contain bid alternates in the CIPP project to allow award of a project that fits the CITY's budget.
- Develop bid documents specifications and final plans for the open trench replacement projects for competitive bidding as two schedules.
- Develop construction and final easements prepared during the preliminary design phase to the CITY. The City will provide legal review of the easements and distribute and coordinate with the homeowners to obtain signatures and complete the easements.
- Conduct internal QC/QA of contract documents.
- Provide Engineer's opinion of probable construction cost for the projects.
- Submit five sets of plans, specifications, and contract documents to the CITY Wastewater Utility Department for final review and approval. Wastewater will distribute the five copies as necessary to the City Engineering Department, Water Utility, Storm Sewer Utility, and to the IDEQ (as required).
- Submit one set of Open Trench plans each to potentially affected utility (communication, power, gas, etc.) for informational purposes.
- Incorporate CITY and IDEQ comments (as applicable) and develop final bid set.
- Provide 20 sets of half sized plans (11x17), specifications, and contract documents for bidding the CIPP project. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide 20 sets of half sized plans (11x17), specifications, and contract documents for bidding the open trench projects. Plans shall be used for distribution to CITY departments, regulatory agencies, plan agencies, and interested contractors.
- Provide one CD containing the Contract Documents in Adobe Acrobat format (pdf) for the CITY's use.

Task 120 - Contract Bidding and Award (Items 120.01 through 120.05 and 120.11 through 120.15) The CITY will advertise and distribute the final Contract Documents for bidding purposes. ENGINEER will assist during the bidding and award process as follows:

- Conduct one pre-bid meeting at the CITY offices for the CIPP project.

- Conduct one pre-bid meeting at the CITY offices for the open trench projects.
- Answer bidders' questions during the bid phase by preparing and issuing Addenda as required to clarify the plans or specifications and as directed by the CITY.
- Assist in bid openings at CITY Hall, review bids as received, prepare a bid summary, and distribute bid summary to all plan holders after an award has been made. Review bids for responsiveness of the bidders and make recommendations to the CITY for awarding the bid or rejecting all bids.
- Prepare the notice of award, contract agreement, and notice to proceed for review, approval, and distribution by the CITY and assist in the contract award.

Task 120 - Construction Administration (Items 120.06 through 120.10 and 120.16 through 120.19) Provide administrative and observation support during construction, administration services as needed to finalize the project, and develop record drawings, as required by the CITY. Expected tasks include:

- For the CIPP project, conduct one pre-construction conference with the CITY, Contractor, and other interested parties.
- For the open trench projects, conduct one pre-construction conference with the CITY, Contractor(s), and other interested parties.
- Distribute informational flyers to impacted homeowners. Conduct one neighborhood meeting to discuss the open trench project south of Sherman Court with impacted homeowners, as directed by the CITY. Prepare one public notice about the project for posting in the newspaper or on the radio. All newspaper or radio notices will be approved and issued by the CITY.
- Interpret the plans and specifications during construction. Make recommendations to the CITY concerning contractor requests to deviate from the plans and specifications.
- Provide administration of the construction contract as provided in the General Conditions of the Contract Documents, including submittal review, requests for information, change order requests, etc.
- Provide construction observation and services as necessary during construction. General activities include submittal review, and change order requests. Specific activities include the following:
 - For the open trench projects: observation of trenching, pipe installation, sewer service reconnections, backfill, quality assurance testing performed by the contractor(s), final video reviews, and final surface repair.

- For the CIPP project: observation of video inspection prior to liner injection, liner installation, spot checks during the curing process, observation of pressure testing and final video inspection prior to reinstating services, and review of final video inspection to verify full reinstatement of services (as applicable).
- Review contractor progress and pay requests and prepare recommendations to the CITY for progress payments and final payment.
- For each project, schedule a final walk-through to be attended by the CITY, ENGINEER, and Contractor(s) and develop a tentative list of items to complete the contractor's work.
- Review the lists of items for completion by the Contractors.
- Review final quantities and pay request from the Contractors. Submit findings to the CITY for approval.
- Provide two complete sets of hard copy and one electronic copy of Record Drawings for CITY records and inclusion into the CITY's GIS database based on GIS reference provided by CITY at beginning of project.

Task 130 - Additional Services The Services outlined hereinafter are not currently anticipated and shall only be provided by the ENGINEER when requested, and authorized in writing by the CITY. Such authorization shall also state the negotiated amount and method of compensation by the CITY. When authorized, the ENGINEER will:

- Perform dye testing and related field work to identify if service laterals are active or inactive.
- Assist the CITY in performing and / or coordinating point repairs for the sewer lines scheduled for CIPP rehabilitation.
- Developing concepts or budgets for work in addition to that delineated above for construction in this year or subsequent years.
- Assist the CITY in resolving disputes over bankruptcy or default of the Contractor.
- Assist the CITY as a result of fire, flood, acts of God, legal complaints or default of the Contractor.
- Assist or extend services as a result of strikes, walkouts or other labor disputes, and including acts relating to settlement of minority group problems.
- Work with archaeologists as may be required to address archaeological findings within the PROJECT area.

- Assist the CITY in reporting or otherwise managing removal of minor amounts of hazardous waste or petroleum contaminated soils that may be encountered during construction.
- Assist the City with detailed geotechnical investigations and/or structural evaluations required when unexpected sub-surface conditions or structural concerns are encountered during the course of design or construction.

CIPP Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 - Preliminary Design (from Notice to Proceed)	60
110 - Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

** Dependent on construction schedules developed by the successful bidder*

Open Trench Schedule

The proposed schedule for Task 1 is as follows:

Task	Days
110 - Survey (start date dependent on snow cover)	15
110 - Preliminary Design (from completion of survey)	45
110 - Final Design (from approval of Preliminary Design)	45
120 – Bidding, Award, and Construction Administration	*
130 – Additional Services	N/A

** Dependent on construction schedules developed by the successful bidder(s)*

Compensation: Compensation for Task 1 will be as follows:

- On a lump sum basis of \$41,700 for Preliminary and Final Design.
- On a time and materials basis estimated at \$55,100 for Contract Bidding and Award, and Construction Administration.
- On a time and materials basis estimated at \$5,000 for Additional Services.
- A labor-hour estimate is attached as Attachment "B".

TASK 2 GIS MAINTENANCE AND CAPITAL PROJECTS

Objective

The purpose of this task is to continue to update the existing Wastewater GIS database and improve its use and benefits. The current system is used daily and contributes to the management of wastewater assets so periodic training will help the CITY gain the maximum benefit from this asset. Maps and data that make up the current GIS database will need periodic updates as new development occurs.

Approach

ENGINEER will provide technical support for software, general GIS issues, data collection, system troubleshooting, and quality assurance/quality control processes. As required, ENGINEER will also update mapping information as provided by CITY field crews and will help to refine GIS data capture and entry processes. In addition, the ENGINEER will develop the following new applications:

- Sewer back-up response application (CMOM benefit)
- Sewer inflow location application
- Crew tracking application
- "One-call" grid development

Task 2.1 Routine Services Aid the CITY in maintaining the existing GIS database. The activities are as follows:

- Technical support phone calls for Software - ArcView, Asset Magician, Mapbook Maker, etc.; GIS - theory, analysis, project design; Data Collection; System troubleshooting; and QC/QA.
- Conduct routine GIS Maintenance. Respond to work orders and digital data from the CITY; Update CAD file with clean information from GIS; QC/QA (by ENGINEER and CITY staff); and update CITY computers with new additions/Orientation City staff (by telephone).
- Update GIS model with new subdivisions and projects. These tasks include receiving digital or paper as-built data from City; review as-built data and clean-up as necessary (GIS); populate database with feature attributes (GIS); update CAD file with clean information from GIS; QC/QA - (by ENGINEER and

CITY staff); update City computers with new additions/Orientation City staff (by telephone), and additional surveying and field data collection using global positioning surveying (GPS) as required.

- Update and provide regular training. These tasks include developing work order process and related forms; update metadata (data source, accuracy, date, etc); audit and update GIS library to verify that directories are organized properly; provide GIS training on-site with CITY staff

Deliverables

No known deliverables have been identified at this time from Task 2.

Schedule

Task 2 is on-going and will be conducted over the course of calendar year 2007.

Compensation

Remaining funds from Amendment #3 in 2005 (estimated to be \$23,000) will be transferred to this Task and paid on a time and materials basis as approved by the CITY.

TASK 3 INFLOW SOURCE IDENTIFICATION AND ELIMINATION

Objective

The purpose of this task is to assist the City of Coeur d'Alene with identifying and eliminating sources of inflow into their wastewater collection system. It will be assumed that the majority of the excess flow into the sanitary sewer system is a result of "inflow" versus "infiltration" due to the porous soils that comprise most of the City's service area. This task will build and expand upon existing modeling and the 2002, 2004, and 2005 Inflow Source Identification Technical Memoranda. To date, an estimated 15 to 16 acres of the approximately 60 acres of impervious area suggested by the hydraulic model calibration as contributing to peak flows have been identified in the previous field investigations. At this juncture, the most obvious inflow sources have been identified and active disconnection of inflow sources is planned in subsequent years. This task will provide any required support on an as-needed basis.

Approach

Inflow source tracing analysis focused on the downtown, mid-town, East Sherman and "M" interceptor in the 2002, 2004, and 2005 projects. The focus of this continuing effort will be on the following:

- Review of high priority inflow sources
- Assistance with identification of potential inflow removal models

Deliverables

No known deliverables have been identified at this time from Task 3.

Schedule

Task 3 is ongoing and will be conducted over the course of calendar year 2007 as requested.

Compensation

Remaining funds from Amendment #3 in 2005 (estimated to be \$18,000) will be transferred to this Task and paid on a time and materials basis as approved by the CITY.

Additional Considerations

It is mutually agreed by the parties hereto that:

Qualified Estimates of Cost

Any opinion of the estimated construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CITY. Since the ENGINEER has no control over cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to Contractor bids.

Function of On-Site Personnel

The on-site personnel will make reasonable efforts to guard the CITY against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause the ENGINEERS to be responsible for those duties and responsibilities which belong to the Construction Contractor and which include, but are not limited to, full responsibilities for the techniques and sequences of construction and the

safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Full-time observation will be provided when material or construction materials are being installed in the project.

ENGINEERS' Evaluation of Subsurface Conditions

In subsurface investigation work and in determining subsurface soil conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. The ENGINEERS will coordinate this work in accordance with generally accepted soils engineering practices and make no other warranties, expressed or implied. It is mutually understood for these projects that the soils are well understood and do not require any soils evaluation.

ENGINEERS' Responsibility

The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the PROJECT and makes no other warranty either expressed or implied.

City of Coeur d'Alene Wastewater Utility Department
2007 Collection System Projects

LABOR-HOUR ESTIMATE - AMENDMENT #4

Task	Description	Principal Engineer	Project Manager	Drafting	Design / Obs. / Technician	PLS	Survey Crew	Clerical	Subconsultant / Supplies	Task Totals
120	Bidding through Construction									
120.01	Open Trench									\$0
120.02	Bid advertisement/contractor coordination		4					4		\$800
120.03	Pre-bid meeting		4		4			2		\$1,000
120.04	Bid management (questions and addenda)	1	8		4			6		\$1,900
120.05	Bid opening and contract award	1	2					8		\$1,000
120.06	Pre-construction meeting		4		4			4		\$1,100
120.07	Neighborhood meeting		6	4	4			2		\$1,500
120.08	Construction Management (3 weeks of construction, plus close out)	2	24		16			4		\$4,900
120.09	Observation (8 hrs/day, 3 weeks) and Surveying				120	4	16			\$12,200
120.10	Record drawings		2	12	4					\$1,500
120.11	CIPP									\$0
120.12	Bid advertisement/contractor coordination		4					4		\$800
120.13	Pre-bid meeting		4		4			2		\$1,000
120.14	Bid management (questions and addenda)	1	8		4			6		\$1,900
120.15	Bid opening and contract award	1	2					8		\$1,000
120.16	Pre-construction meeting		4		4			4		\$1,100
120.17	Construction Management (7 weeks of project activity, plus close out)	2	24		8			8		\$4,500
120.18	Observation (approximately 350 lf per day, 6 hrs/day)				200					\$16,500
120.19	Record drawings		4	12	12					\$2,400
	SUBTOTAL	8	104	28	388	4	16	62	0	\$55,100
130	Additional Services									
130.01	As Requested									\$5,000
TOTAL PROJECT COST										\$101,800
Preliminary and Final Design										\$41,700
Bidding through Construction										\$55,100
Additional Services										\$5,000

RE: Resolution No. 07-010

EXHIBIT "4"

TO: Wendy Carpenter, Chief of Police
Wendy Gabriel, City Administrator

FROM: Steve Childers, Captain

SUBJECT: Abandoned Vehicle Disposition

DATE: January 30, 2007

Decision Point:

Authorization of civilian volunteer personnel (Rob Clifford and Joe Barrett) to mark, tag and tow abandoned vehicles within the City limits of Coeur d'Alene.

History:

On December 19, 2006, City council adopted Resolution 06-080: Authorizing civilian volunteers from the Coeur d'Alene Police Department, as designated by City Council, "Authorized Officers" able to perform the function of removing abandon or junk vehicles.

Financial Analysis:

This proposed change in authorization that would allow for civilian volunteers to handle abandoned vehicle complaints would require no additional funds from the Police Budget. Volunteer uniforms and equipment are purchased with funds already allocated to the Police Department on a yearly basis.

Performance Analysis:

Authorization of civilian volunteers to handle abandoned vehicles will free up officers to spend more time on priority calls for service.

Decision Point:

We are requesting authorization be given to civilian volunteers Rob Clifford and Joe Barrett to mark, tag and tow abandoned vehicles.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 7, 2007
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: 4th Street Well Rehabilitation Project

=====

DECISION POINT: Staff requests that Council authorize the solicitation of bids for the rehabilitation of the 4th Street Well.

DISCUSSION: The 4th Street well was originally hand dug in early 1960 to a depth of 210 feet with a production capacity of nearly 1500 gpm. The well was been subsequently deepened and several upgrades to the pump have been completed from 1968 through 1989 to increase production from the original 1500 gpm to nearly 3600 gpm as growth occurred in the northern part of the city and water demand dramatically increased. The pump was last removed in 1995 due to a taste and odor problem and a rubber packer was installed to seal off the upper water bearing zone in an attempt to remedy this problem. Production capacity was significantly reduced to approximately 2000 gpm as a result. Since then, the rubber packer has been deflated for the past several years and there have been no additional taste or odor problems encountered. However the pump no longer has a production capacity of more than 2000 gpm. The pump bowls were originally installed in 1970 and were rebuilt with the subsequent changes. We would normally expect to see an approximate lifespan of 18 to 20 years due to the exceptional water quality we are fortunate to have. We plan to implement a maintenance program based on this expected lifespan for rebuilding the pumps.

PROPOSAL: Staff proposes to increase the pumping capacity of the well from the current 2000 gpm to 3000 gpm with the planned rehabilitation project. The project will include the replacement of the old steel pump shaft with new stainless steel shafts, a new set of pump bowls capable of a minimum of 3000 gpm and repairs to the 400 Hp motor. The rubber packer will be re-installed if it is in good shape or replaced under an alternative bid if deteriorated. This will ensure that if any problems do occur, we can still control the situation. The proposed increased production capacity will be extremely beneficial to the General Zone during the peak summer pumping season as it will enhance the current capacity by 1.4 million gallons per day.

FISCAL IMPACT: The Water Department has budgeted \$60,000 through the operations and maintenance budget for this project. After consulting with DEQ to determine whether engineering services were required, it was determined that we were not proposing to modify the well past its original capacity and therefore no additional engineering is required. It is anticipated that the project will cost approximately \$48,000 without the addition of a replacement packer.

PERFORMANCE ANALYSIS: The bid specifications clearly state that no removal work on the well shall commence until all new proposed equipment is delivered on site. Once removal is approved to begin, staff anticipates that the project should be complete within 30 days barring any unanticipated problems such as damaged or defective existing equipment or materials.

REQUESTED ACTION: Staff requests that the Committee recommends that Council approve the bid specifications as submitted and authorizes the solicitation of bids for the 4th Street Well

Rehabilitation Project.

DATE: FEBRUARY 14, 2007
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 20, 2007

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-2-07	Zone change from MH8 (Mobile Home At 8 units/acre) to R-12 (Residential at 12 units/acre) and C-17 (Commercial at 17 units/acre) Applicant: Steve Widmyer Location: 3514 N. Fruitland Lane	Recommended Approval	Quasi-Judicial
A-1-07	Proposed zoning in conjunction with annexation from County Agricultural to R-8 (Residential at 8 units/acre) Applicant: SMS Investments, LLC Location: 7677 N. Ramsey Road	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **March 20, 2007**

JS:ss

CITY COUNCIL STAFF REPORT

DATE: March 20, 2007
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Quit Claim Deed for sewer and water easements

DECISION POINT

Staff is requesting that Council quitclaim unused sewer and water easements, per the attached deed.

HISTORY

In 1980 Central premix granted easements to the City across portions of their property for sewer and water mains. That property has been acquired by SRM Partners for development. The sewer and water mains were abandoned a few years ago and SRM is requesting the City to quitclaim the easements. Wastewater and Water departments have evaluated the request and have no objections to the quitclaim.

FINANCIAL ANALYSIS

There is no financial impact from this action.

PERFORMANCE ANALYSIS

Sewer and Water service to this area will be extended when the property is developed by SRM/

RECOMMENDATION

Staff recommends that Council approve the quitclaim and direct its recordation.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF COEUR D'ALENE**, Kootenai County, State of Idaho, a municipal corporation, whose address is **710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958** , the **GRANTOR**, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by **RIVERSTONE WEST, LLC**, whose address is **104 S. Division, Spokane, WA 99202**, the **GRANTEE**, receipt of which is acknowledged, does hereby remise, release, and quitclaim forever unto the **GRANTEE** its successors and assigns, all the right, title, interest and claim which **GRANTOR** has in and to the following described property, improvements, and appurtenances thereto in Kootenai County, Idaho, to wit:

Grant of Easement for sewer and water pipelines, recorded August 31, 1980 as Instrument No. 851158, Book 308, Page 36 of the Kootenai County recorders office. See attached "Exhibit A" incorporated herein.

IN WITNESS WHEREOF, the **GRANTOR/S** has/have caused this instrument to be executed this ____ day of _____, 2007.

CITY OF COEUR D'ALENE, GRANTOR

By: _____

Sandi Bloem, Mayor

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2007, before me a Notary Public, personally appeared SANDI BLOEM, known or identified to me to be the individuals (s) who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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 the State of: _____
Residing at: _____
My Commission Expires: _____

*J. Council
9/14/80*

851159

GRANT OF EASEMENT

BOOK 308 PAGE 36

KNOW ALL MEN BY THESE PRESENTS, that CENTRAL PRE-MIX CONCRETE COMPANY, the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, paid by THE CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby give, grant and quitclaim unto the said CITY OF COEUR D'ALENE, a Municipal Corporation, Kootenai County, State of Idaho, the Grantee, an Easement for the construction, improvement, operation and maintenance of pipelines for sanitary sewer, sanitary sewer lift station, domestic waterline purposes and related appurtenances, under and across the following described property, to-wit:

A part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the intersection of the South Right-of-Way Line of Seltice Way and the Easterly Right-of-Way Line of the Coeur d'Alene Pend O'Reille Railway (now Union Pacific); thence East along the said South Right-of-Way Line of Seltice Way, 215 feet; thence South 68°24' West, 207.26 feet; thence North 46°30' West, 68.70 feet to the said East Right-of-Way Line of the railroad; thence North 43°30' East along said East Right-of-Way Line, 40 feet to the Place of Beginning, said Easement for sewage pump facilities,

TOGETHER WITH the right of ingress and egress thereto and for water pipelines therein and operation and maintenance of the facilities and TOGETHER WITH a temporary construction Easement described as being 30 feet in width measured at right angles from the Southwesterly and Southeasterly sides of the above described parcel.

ALSO, an Easement for the construction, improvement, operation and maintenance of pipelines for sanitary sewer, domestic waterline purposes and related appurtenances, under and across the following described property, to-wit:

A part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more

GRANT OF EASEMENT: 1

particularly described as follows:

The East 20 feet of Tax No. 3017, which Tax Number is described as follows:

All that part of the Northwest Quarter of the Northeast Quarter of said Section 10 lying North of the Fort Sherman Branch of the Northern Pacific Railway and East of the Coeur d'Alene Pend O'Reille Railway (now Union Pacific), as recorded in Book 131, Page 220, records of Kootenai County, Idaho.

TOGETHER WITH all the rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the Easement hereby granted and all rights and privileges incident thereto. The said right-of-way is shown (in red) on the attached print, which is hereby made a part hereof.

TO HAVE AND TO HOLD the said Easement for sanitary sewer, sanitary sewer lift station, domestic waterline purposes and related appurtenances, so long as the same shall be used, operated and maintained as such; and the Grantor hereby dedicates its respective interest in said strip of land to the public use for such purposes.

The Grantor hereby agrees not to build, create or construct or permit to be built, created or constructed, any obstruction, building, engineering works or other structures over or that which would interfere with said water and sewer line or lines or Grantee's rights hereunder.

The Grantor herein expressly limits the grant and quitclaim of this Easement or right-of-way to its respective interest in that parcel of land across which the above-described strip of land lies.

IN WITNESS WHEREOF, the Grantor, through its official agent, has hereunto set its hand and seal this 30 day of

July, 1980.

CENTRAL PRE-MIX CONCRETE COMPANY

BY:

Michael K. Murphy
President

Title

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a
c



STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of August, 1980, before me,
a Notary Public in and for said State, personally appeared
Michael Murphy and _____
known to me to be the President of the corp-
oration that executed this instrument or the persons who
executed the instrument on behalf of said corporation and
acknowledged to me that such corporation executed the same.

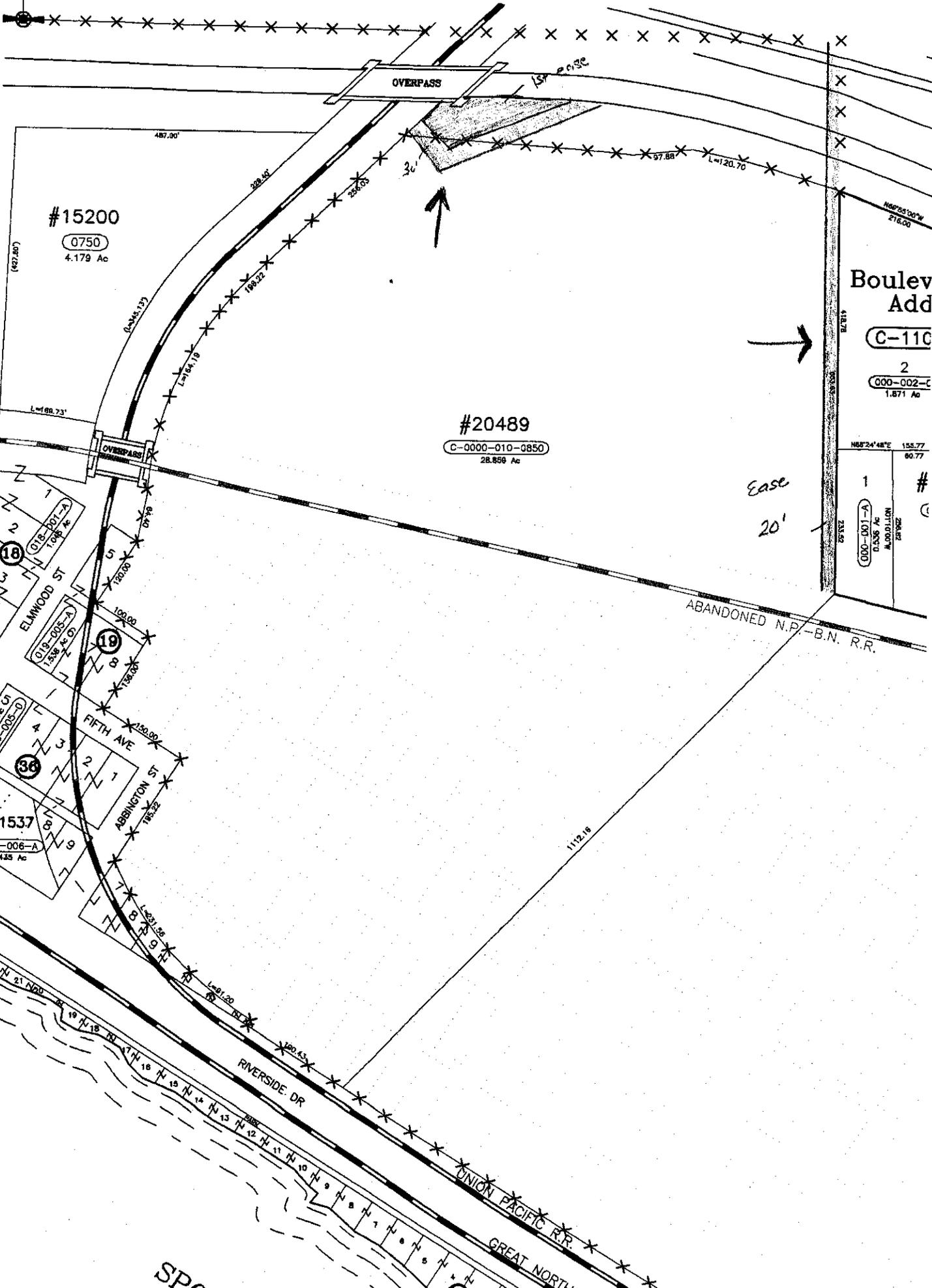
IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certifi-
cate first above written.



Draine L. McKay
Notary Public for State of Idaho
Residing at Athol, Idaho
Life Commission

Filed and recorded at the request of City of Cash
at 11:15 o'clock A. M., this 4 day of AUGUST 1980
By: Carolee Jackson
Fee \$ 6.00
Carol Dehn
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
Return to City Hall - Cash

NE 1/4 Sec. 10 Twp. 30 N. R. 4



Riverside Park Add

Boulev Add

#15200

0750
4.179 Ac

#20489

C-0000-010-0850
28.858 Ac

#11537

036-006-A
0.425 Ac

C-110

2
000-002-C
1.871 Ac

Ease
20'

ABANDONED N.P.-B.N. R.R.

1 #
000-001-A
0.536 Ac
ADDITION

N66°24'48\"/>

152.77
80.77

SPC

UNION PACIFIC R.R.

GREAT NORTHERN

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

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

(Office Use Only) Amt Pd 3166.63
Rec No 248603
Date 2/6/07
Date to City Council: 2/20/07
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	<u>\$400.00 per year</u>
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00
<input type="checkbox"/>	Beer Wine Liquor Consumed on premise yes no	

Business Name	Sunshine Trader Restaurant
Business Address	1116 W Ironwood Blvd Parkway
City State Zip	Coeur d'Alene ID 83814
Business Contact	Telephone Number: 208-667-1233 Fax: 208-667-0848
Manager Name	Vito Barbieri
Manager Home Address	564 E. Prairie Ave Dalton Gardens ID 83815
Manager Information	Social Security No 552-24-2424 Date of Birth 11-11-1964
Manager Contact	Telephone: 762-3737 Cell: 691-0404 e-mail: SunshineTrader@Verizon.net
Manager Place of Birth	Bexar County, Texas
License Applicant	Vito Barbieri
Filing Status (circle one)	<u>Sole Proprietor</u> Corporation Partnership LLC Other _____
Address of Applicant	564 E Prairie Ave Dalton Gardens ID 83815
Applicants Prior Address for past five years	Present address since 4-1-04 10431 Newport Blvd SANTA ANA CA 92705 from 10-1-1990 to 3-31-04
Applicants Prior Employment for past 5 years	Attorney since 1984 Self employed owner of Sunshine Trader Restaurant since 4-1-06

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

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

(Office Use Only) Amt Pd 250 -
 Rec No 250104
 Date 02-12-2007
 Date to City Council: 2/20/07
 Reg No. _____
 License No. _____
 Rv _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00
<input type="checkbox"/>	Beer Wine Liquor Consumed on premise yes no	

Transfer from C & C Quik Stop

Business Name	Kona Werkes Quik Stop
Business Address	1720 Northwest Blvd.
City State Zip	CDA, ID, 83814
Business Contact	Telephone Number: 208-773-4566 Fax: 208-773-7153
Manager Name	Stacy Akana
Manager Home Address	1601 N. 7th St.
Manager Information	Social Security No. Date of Birth
Manager Contact	Telephone: 773-4566 Cell: 660-1870 e-mail:
Manager Place of Birth	Honolulu, Hawaii
License Applicant	Stacy Akana
Filing Status (circle one)	<input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="checkbox"/> Other
Address of Applicant	2915 E. Seltice way Post Falls
Applicants Prior Address for past five years	Same
Applicants Prior Employment for past 5 years	Xarbin Industries

CITY COUNCIL STAFF REPORT

DATE: February 20, 2007
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **Acceptance of Right-of-Way Dedication on Atlas Road and Hanley Avenue for the Hawks Nest Subdivision**

DECISION POINT

The City Council must accept all dedications on behalf of the City.

HISTORY

The approval of the Hawk's Nest subdivision in March 2006 had attached conditions that required the developer to obtain off-site right-of-way to facilitate current and future roadway development. These rights-of-way were for portions of Atlas Road, at the Atlas/Hanley intersection, that was necessary for the signalized intersection design, and, for a portion of the future Hanley Avenue adjacent to Huetter Road that was off of the Hawk's Nest property. These rights-of-way have been obtained and are ready for recordation.

FINANCIAL ANALYSIS

There was a partial financial impact to the City for a portion of the r/w acquisition on Atlas Road, however, there was none for the portion that will provide for Hanley Avenue. The City participated with the developer by providing \$11,000.00 of the \$30,000.00 cost of purchasing the Atlas r/w from the owner (John A. Hern III). The funds for this purchase were allotted from impact fees collected in Quadrant 1.

PERFORMANCE ANALYSIS

The Developer Tim Mueller/Hayden, LLC has obtained, and, the appropriate parties (John Hern/Atlas & Roy Armstrong/Hanley) have dedicated the required right-of-way for the roadway construction, both present (Atlas) and future (Hanley). The dedications are in a form acceptable to the City and are ready for recordation upon approval and acceptance by the City Council.

RECOMMENDATION

Accept the furnished dedications of right-of-way and direct staff to proceed with the recordation of the documents.

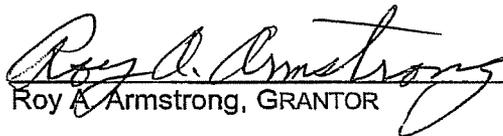
**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that **ROY A. ARMSTRONG**, a single man whose address is **North 4950 Huetter Road, Coeur d'Alene, Idaho 83816**, the "**GRANTOR**", for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation**, the "**GRANTEE**", whose address is **710 Mullan Avenue, Coeur d'Alene, Idaho 83814**, and its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibits "A" and "B" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the **GRANTOR** does hereby dedicate his interest in said strip of land for public use. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the **GRANTOR**.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this 11 day of December, 2006.

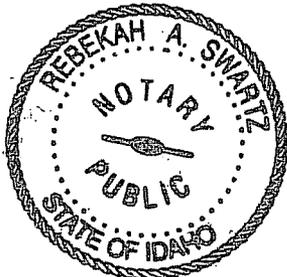


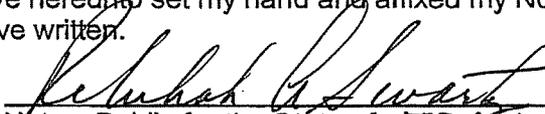
Roy A. Armstrong, GRANTOR

STATE OF IDAHO)
) SS
COUNTY of Kootenai)

On this 11 day of December, 2006, before me a Notary Public, personally appeared Roy A. Armstrong, known or identified to me to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

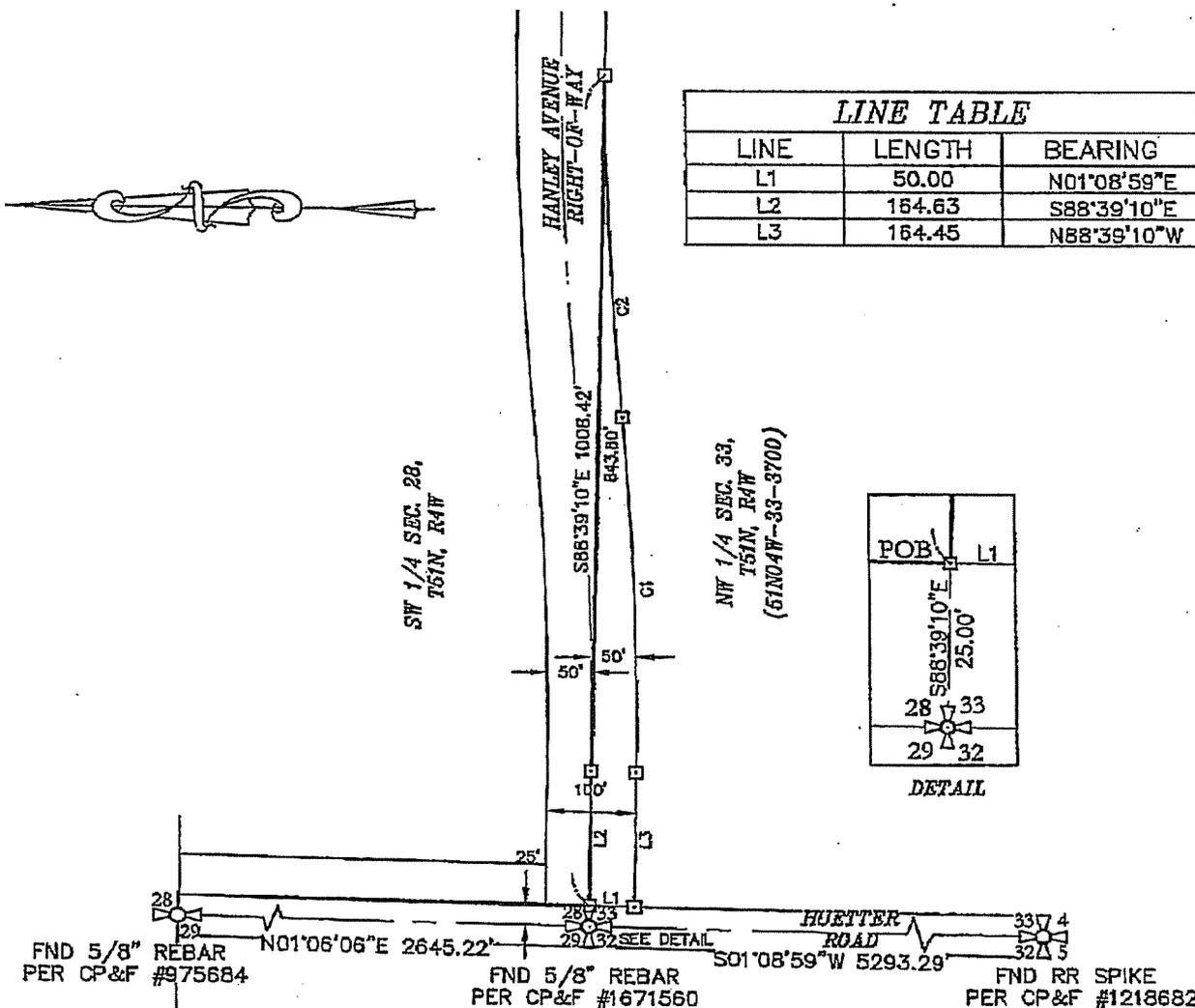
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.





Notary Public for the State of: IDAHO
Residing at: Coeur d'Alene
My Commission Expires: 12/5/2007

EXHIBIT A



LINE	LENGTH	BEARING
L1	50.00	N01°08'59"E
L2	164.63	S88°39'10"E
L3	164.45	N88°39'10"W

CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	432.73	4050.00	432.53	216.57	S88°17'10"W	6°07'19"
C2	412.88	4960.00	412.76	206.56	S87°36'36"W	4°46'10"

ISSUE DATE: 10/24/06 DRAWN BY: smd
 PROJ. # PFO4-226 SCALE: 1"=200'
 DWG FILE: *ROW-EXHIBIT.DWG

SHEET TITLE:
 PORTION OF PARCEL 51N04W-33-3700,
 LOCATED IN THE NORTHWEST QUARTER OF
 SECTION 33, TOWNSHIP 51 NORTH, RANGE
 4 WEST, BOISE MERIDIAN, KOOTENAI
 COUNTY, IDAHO



ENGINEERS • SURVEYORS • PLANNERS
 1296 Polston Ave., Suite B, Post Falls, Idaho 83854
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128

Oct 24 06 01:36p

TRI-STATE CO. JLTING

20 15-9507

p.3

Exhibit B
Legal Description

A parcel of land being a portion of parcel 51N04W-33-3700, as is recorded in Book 183 at Page 465, lying in the Northwest quarter of Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 33 monumented by a 5/8 inch rebar per CP&F 1671560, from which the Southwest corner of Section 33 bears S01°08'59"W a distance of 5293.29 feet monumented by a railroad spike per CP&F 1218682; thence, S88°39'10"E a distance of 25.00 feet to a point, said point being the **True Point of Beginning**.

Thence, S88°39'10"E a distance of 1008.42 feet to a point;

Thence, along a non-tangent curve to the left with a radius of 4960.00 feet, an arc length of 412.88 feet and a delta of 4°46'10" with a chord that bears S87°36'36"W a distance of 412.76 feet to a point;

Thence, along a reverse curve to the right with a radius of 4050.00 feet, an arc length of 432.73 feet and a delta of 6°7'19" with a chord that bears S88°17'10"W a distance of 432.53 feet to a point;

Thence, N88°39'10"W a distance of 164.45 feet to a point;

Thence, N01°08'59"E a distance of 50.00 feet to the **True Point of Beginning**.

Said parcel containing 0.708 acres (30,860 sq. ft.) of land, more or less.

RIGHT-OF-WAY AGREEMENT

Hayden II, LLC, an Idaho limited liability company ("HAYDEN II"), and John A. Hern, III, ("HERN"), enter into this Right-of-Way Agreement (AGREEMENT) on this 17 day of July, 2006.

RECITALS:

1. HERN owns fee title to a parcel of real estate in Kootenai County, Idaho, more particularly described in Exhibits "A" "B" "C" and "D" attached hereto (hereinafter referred to as "ROW Parcel").

2. HAYDEN II is developing property adjacent to ROW Parcel (hereinafter "Hawk's Nest") and desires to obtain a right-of-way from HERN for the benefit of CITY, over, under and across ROW Parcel.

3. The City of Coeur d'Alene, a political subdivision of the state of Idaho ("CITY") requires an expanded right-of-way located on ROW Parcel, in order for HAYDEN II to accomplish its goals in developing the property adjacent to ROW Parcel, and CITY has agreed to share in the cost of acquiring the right-of-way according to the terms and conditions set forth below.

4. HERN desires to grant a right-of-way to CITY, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HAYDEN II, CITY and HERN mutually agree as follows:

1. Granting of Right of Way. Contemporaneous with the execution of this agreement, HERN shall execute and deliver to HAYDEN II a right of way consistent with the form attached hereto as Exhibit "E."

2. Purchase Price: The purchase price for ROW Parcel shall be \$35,490.00 to be delivered to HERN upon the execution of this Agreement by the parties. HAYDEN II shall be responsible for 66.47% of the total purchase price and CITY shall be responsible for 33.53% of the total purchase price.

3. Right of First Refusal to Provide Municipal Castings. As further consideration for this transaction, HAYDEN II agrees to extend to Hern Iron Works a right of first refusal to provide municipal castings within any of the phases of Hawk's Nest. Such castings include but are not limited to manhole covers and survey markings. Upon solicitation of bids for castings, HAYDEN II and/or CITY shall notify Hern Iron Works in writing of the type, quantity, quality and price of the approved bid. Hern Iron Works shall have five business days to match the approved bid in writing delivered to HAYDEN II. Failure of

Hern Iron Works to provide such written notice within five days shall be conclusive proof of Hern Iron Works' waiver of any right of HERN or Hern Iron Works under this section. Proper notification as set forth herein will entitle Hern Iron Works to provide the castings upon identical terms as set forth in the approved bid.

4. Green Space – Tree Removal. As further consideration for this transaction, HAYDEN II agrees that a duly authorized representative of HAYDEN II shall meet at the site of ROW Parcel with a representative of HERN at a mutually agreed upon date and time to conduct an inspection of the site and to mutually determine which trees will and will not be removed by HAYDEN II from the site. Both parties agree to put forth a reasonable, good faith effort to accomplish a mutually agreeable selection of trees to be removed.
5. Fence Relocation. HAYDEN II will relocate all fences bordering HERN's property as required by the granting of Rights-of-Way as contemplated by this agreement.
6. Right-of-Way Restricted to Agreement. Neither this Agreement nor any deed executed in compliance with this agreement shall be interpreted to grant any right not expressly set forth in this Agreement, and no individual, entity, agent or contractor shall have the right to enter onto or otherwise invade any property of HERN not being granted per this Agreement. And, any damage caused by HAYDEN II to HERN's property that is not included in this Agreement shall be promptly repaired by HAYDEN II at its own cost.
7. Notices: Any notice required under this Agreement shall be given in writing to the party for whom it is intended in person or by registered mail at the following address:

Hayden II, LLC
Tim Mueller
1400 Northwood Center Court
Coeur d'Alene, ID 83814

cc: Steven C. Wetzel
Wetzel & Wetzel, P.L.L.C.
1322 W Kathleen Ave., #2
Coeur d'Alene, ID 83814

"HERN"

John A. Hern, III
P.O. Box 1060
Coeur d'Alene, ID 83816 - 1060

cc: John F. Magnuson
Attorney at Law

1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83816

8. Assignment and Succession: This Agreement shall bind and inure to the benefit of the heirs, successors, and assigns of the respective parties.

9. Miscellaneous:

9.1. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9.2. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

9.3. Attorneys' Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal or petition for review or other proceedings, including any bankruptcy case or proceedings and any arbitration.

9.4. Counterparts; Execution by Facsimile. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. Execution and exchange by the parties of executed counterparts of this Agreement by facsimile shall be effective to create a binding agreement between the parties.

9.5. Time of Essence. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

9.6. Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the

singular shall include the plural, and the masculine shall include the feminine and vice versa.

9.7. Further Assurances. From the Effective Date to the Close of Escrow, each party, may by written request to the other party prompt execution and deliver any further documents in reasonable form and content as may be reasonably necessary or appropriate to effect, to confirm or to carry out the provisions of this Agreement.

9.8. Governing Law. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the state of Idaho.

9.9. Entire Agreement; Amendments. This Agreement (including the exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm, or corporation other than the parties hereto.

9.10. Accuracy of Recitals. All recitals specified at the beginning of this Agreement are accurate statements of the facts.

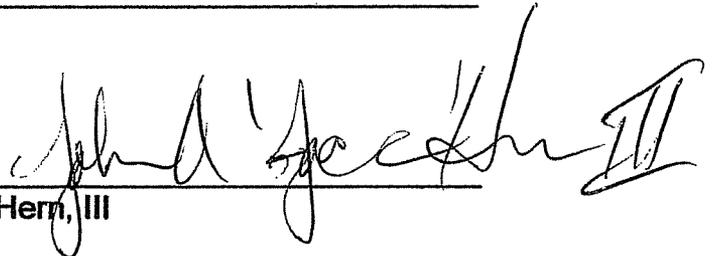
Executed this 17th day of July 2006.

"HAYDEN II"

By: _____
Its: _____

"HERN"

John A. Hern, III



singular shall include the plural, and the masculine shall include the feminine and vice versa.

9.7. Further Assurances. From the Effective Date to the Close of Escrow, each party, may by written request to the other party prompt execution and deliver any further documents in reasonable form and content as may be reasonably necessary or appropriate to effect, to confirm or to carry out the provisions of this Agreement.

9.8. Governing Law. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the state of Idaho.

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9.10. Accuracy of Recitals. All recitals specified at the beginning of this Agreement are accurate statements of the facts.

Executed this 17th day of July 2006.

"HAYDEN II"

By: Jim A. Mumford
Its: Managing Member

"HERN"

John A. Hern, III
John A. Hern, III

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the _____ of HAYDEN II, LLC, the limited liability company that executed this instrument, and acknowledged to me that such limited liability company executed the same.

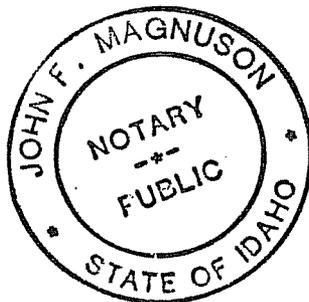
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for the State of Idaho
Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared John A. Hern, III, known or identified to me to be the person executing this instrument, and acknowledged to me that he executed the same.

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



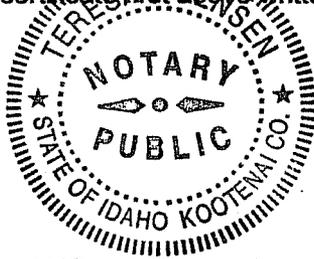
[Signature]
Notary Public in and for the State of Idaho
Commission Expires: 7/31/08

z:\files\tomlinson black of north idaho\hawk's nest\hern\row agreement.doc

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Tim Mueller, known or identified to me to be the manager of HAYDEN II, LLC, the limited liability company that executed this instrument, and acknowledged to me that such limited liability company executed the same.

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



Teres J. Jensen
Notary Public in and for the State of Idaho
Commission Expires: 8/20/2010

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of July, 2006, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared John A. Hern, III, known or identified to me to be the person executing this instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for the State of Idaho
Commission Expires: _____

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**LEGAL DESCRIPTION
FOR ADDITIONAL RIGHT OF WAY, ON HANLEY ROAD**

A parcel of land for the purpose of additional right of way to the city of Coeur D'Alene, Idaho, being a portion of the Northeast Quarter of Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of Section 33, marked by an iron pipe, 1" diameter, from which the east quarter corner of section 33 bears S 00°52'17"W a distance of 2636.12 feet, Thence along the North line of said section 33, N 88°39'20"W a distance of 25.00 feet to the West right-of-way line of Atlas road, said point being the **TRUE POINT OF BEGINNING**;

Thence, south along said right-of-way, of Atlas road, S 00°52'17"W a distance of 50.03 feet, to a point on the West right of way line of Atlas road;

Thence, N 88°39'20"W a distance of 15.00 feet, to a point;

Thence, N 88°39'20" W a distance of 60.20 feet, to a point;

Thence, along a curve to the right, having a radius of 850.00 feet, an arc length of 237.06 feet and a delta of 15°58'45" with a chord that bears N 80°39'58" W a distance of 236.29 feet to a point;

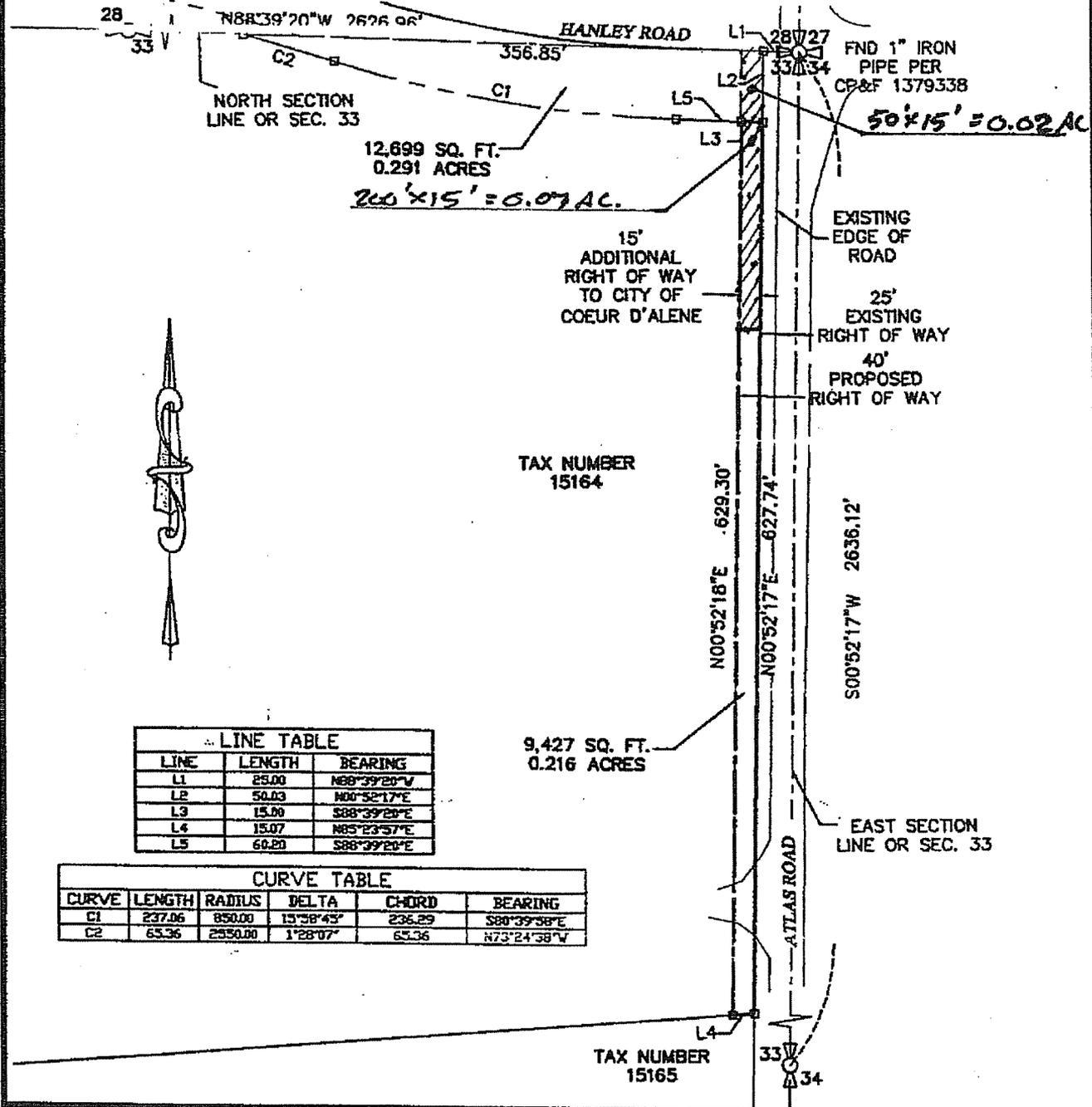
Thence, along a curve to the right, having a radius of 2550.00 feet, an arc length of 65.36 feet and a delta of 01°28'07" with a chord that bears N 73°24'38" W a distance of 65.36 feet to a point, on the north line of said Section 33;

Thence, S 88°39'20"E a distance of 356.85 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 0.291 acres, more or less.



RIGHT OF WAY EXHIBIT



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00	N88°39'20"W
L2	50.03	N00°52'17"E
L3	15.09	S88°39'20"E
L4	15.07	N85°23'57"E
L5	60.20	S86°39'20"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	237.06	850.00	15°38'43"	236.29	S88°39'38"E
C2	65.36	2550.00	1°28'07"	65.36	N73°24'38"W

ISSUE DATE: 07-10-06 DRAWN BY: EAB
 PROJ. # 04-226 SCALE: 1"=100'
 DWG FILE: *-MASTER-PH1-EXHIBIT.DWG

SHEET TITLE:
HAWKS NEST



ENGINEERS • SURVEYORS • PLANNERS
 1296 Polston Ave., Suite B, Post Falls, Idaho 83854
 PHONE (208) 773-8370 www.incnorthwest.com FAX (208) 777-2128



**LEGAL DESCRIPTION
FOR ADDITIONAL RIGHT OF WAY, ON ATLAS ROAD**

A parcel of land for the purpose of additional right of way to the city of Coeur D'Alene, Idaho, being a portion of the Northeast Quarter of Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, said parcel being more particularly described as follows:

COMMENCING at the Northeast corner of Section 33, marked by an iron pipe, 1" diameter, from which the east quarter corner of section 33 bears S 00°52'17"W a distance of 2636.12 feet, Thence along said North section line N 88°39'20"W a distance of 25.00 feet to the West right of way line of Atlas road. Thence south along said right of way, of Atlas road, S 00°52'17"W a distance of 50.03 feet, to a point on the West right of way line of Atlas road, said point being the **TRUE POINT OF BEGINNING**;

Thence, along said right of way, S 00°52'17" W a distance of 627.74 feet, to a point;

Thence, leaving said right of way, S 85°23'57"W a distance of 15.07 to a point;

Thence, N 00°52'18"E a distance of 629.30 feet to a point;

Thence, S 88°39'20"E a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 0.216 acres, more or less.



**GRANT DEED
FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that John A. Hern, III, a single man whose address is 12130 BRUNTON, Coeur d'Alene, Idaho 83814, GRANTOR, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged does hereby grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation, the GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County, to wit:

See attached Exhibit "A" and Exhibit "B" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the **GRANTOR** does hereby dedicate his interest in said strip of land for public use. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the **GRANTOR**.

IN WITNESS WHEREOF, the **GRANTOR** has caused this instrument to be executed this 17th day of July, 2006.

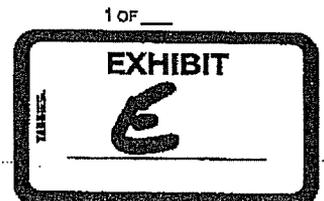


John A. Hern, III, GRANTOR

STATE OF IDAHO)
) SS
COUNTY Of Kootenai)

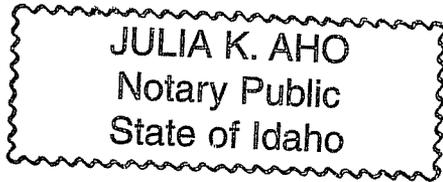
On this 17th day of July, 2006, before me a Notary Public, personally appeared John A. Hern, III, known or identified to me to be the individual who executed the foregoing instrument

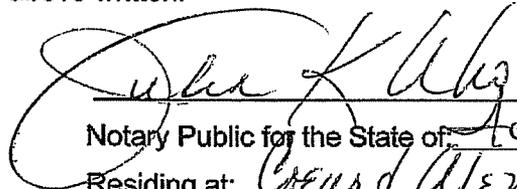
GRANT OF R/W: _____



and acknowledged to me that he executed the same as his free and voluntary act and deed.

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 the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/22/11

CITY COUNCIL STAFF REPORT

DATE: February 15, 2007
FROM: Tim Martin, Street Superintendent
SUBJECT: **PROPOSAL FOR A USED MID SIZED 4x4 PICKUP TRUCK**

DECISION POINT:

The purpose of this report is to request Council acceptance of the most favorable proposal for the purchase of a used mid sized 4x4 pickup truck to serve as an animal control vehicle.

HISTORY:

It is anticipated that the city of Coeur d'Alene will terminate by mutual agreement its relationship with the Watson Agency for animal sheltering and animal control services. For the foreseeable future, the city of Coeur d'Alene will perform animal control services in-house. This vehicle purchase will provide safe and reliable transportation to adequately support this function. If the city ceases to provide in-house animal control services, this vehicle would be suitable to be integrated into the fleet to replace any of a number of high mileage vehicles that are nearing or have exceeded their replacement schedule.

PERFORMANCE ANALYSIS

The proposal for a used mid sized 4x4 2007 GMC (Canyon) pickup from Robideaux Motors is the most favorable quote and will provide the best value quote to meet our requirements.

FINANCIAL ANALYSIS

Quotes for a used mid sized 4x4 truck were obtained from three area vendors as follows:

	<u>Total Quote</u>
(1) Lake City Ford	\$18,590.00
(2) Robideaux Motors	\$16,970.00
(3) Knudtsen Chevrolet	\$16,999.00

The Robideaux Motors quote for a used mid sized 1/2 ton 4x4 truck is the lowest quote received and will meet the city's requirements. This vehicle can be delivered immediately after Council's acceptance.

Funding for this purchase is available and as budgeted under Street maintenance Department line item 001-018-4311-7505 for "Equipment Used/Surplus."

DECISION POINT/RECOMMENDATION:

The purpose of this report is to request Council acceptance of the most favorable proposal for the purchase of a used mid sized 4x4 pickup truck to serve as an animal control vehicle. It is recommended that Council accept the quote from Robideaux Motors in the amount of \$16,970.00.

ANNOUNCEMENTS

Memo to Council

DATE: February 10, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointments and re-appointments are presented for your consideration for the February 20th Council Meeting:

WILL BUTTON	PEDESTRIAN & BICYCLE ADVISORY COMMITTEE
CHAD MURRAY	PEDESTRIAN & BICYCLE ADVISORY COMMITTEE

ELISABETH GARLAND	ARTS COMMISSION
MIKE PATANO	ARTS COMMISSION

Copies of the available data sheet are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison
Mike Gridley, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

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

PARKS & RECREATION COMMISSION MINUTES FEBRUARY 12, 2007 - 5:30 P.M. COUNCIL CHAMBERS – CITY HALL

MEMBERS PRESENT:

Scott Cranston, Vice Chairman
Al Hassell, Council Liaison
Dave Patzer
Bridget Hill
Mike McDowell
Jim Lien

STAFF PRESENT:

Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Jackie Carbone, Parks Secretary

GUESTS PRESENT:

Jacob Christianson

MEMBERS ABSENT:

Lee Shellman, Chairman
Aaron Johnson, Student Rep
Elizabeth St. John, Alt. Student Rep

CALL TO ORDER: Vice Chairman Cranston called the meeting to order at 5:30 pm.

1. Roll Call

Six members present and three members absent, resulting in an official quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Hill led the Pledge of Allegiance.

3. APPROVAL JANUARY 8, 2007, MINUTES

Motion was made by Commissioner Hassell to approve the January 8, 2007, minutes. Motion was seconded by Commissioner McDowell. Motion passed.

4. STAFF COMMENTS

Steve Anthony, Recreation Director, reported that co-ed and men's slow-pitch meetings will be held in Post Falls on February 15, 2007. The number of players has increased from 1,500 to 3,000 due to the closing of Quad Park.

Swim lessons registration will be held on Saturday, March 3, from 12:00pm-2:00pm in the Recreation Office at City Hall. Volleyball registration for grades 1-8 is nearing an end. The first games will be held Thursday, February 15, at Woodland Middle School.

Doug Eastwood, Parks Director, announced that the Parks Department is currently accepting applications for Seasonals Grounds Maintenance Assistants. Applications are available at the Parks Department in City Hall or on the city's web site.

5. COMMISSION COMMENTS

There were no commission comments.

6. PUBLIC COMMENTS

There were no public comments.

7. CONFLICT OF INTEREST DECLARATION

There were no conflicts of interest declared.

8. LITTLE LEAGUE AGREEMENT

Steve Anthony explained that the Coeur d'Alene Little League Association has had a joint use agreement for the fields at Canfield Sports Complex with the City of Coeur d'Alene for the last five years. They were very instrumental in helping develop that facility five years ago in exchange for being able to use the fields during their season. They asked for a renewal of this agreement for another five years. In light of the current updating of the Parks and Recreation Master Plan it was suggested that all joint use agreements coming up for renewal be renewed for only one year. Staff recommends that this agreement which expires on March 1, 2007, be extended until September 1, 2008, at which time they can request another 5-year extension.

The Little League Association will use the field from March until the last day of school in June. From the last part of June through August, Little League will have use of the field every Friday, Saturday and Sunday. The Coeur d'Alene Recreation Department will use the field each week, Monday through Thursday.

Commissioner Patzer asked how the communication was going with the Little League Association. Steve replied that it has been very good this year he looking forward to a very successful relationship with the Association.

Motion was made by Commissioner Lien to forward a recommendation to the City Council to authorize the renewal of the use agreement with the Coeur d'Alene Little League Association for use of the Canfield Sports Complex for two years, from March 1, 2007, through August 31, 2008, with the option to renew for another five years after the city reviews the recommendations in the new Parks and Recreation Master Plan. Motion was seconded by Commissioner Patzer. Motion passed unanimously.

9. NORTH PINES PARK

Doug Eastwood reported that the Parks Department is ready to go out to bid for construction of North Pines Park. The bid opening will take place on March 19 and construction should begin before the end of April. The plan is to have the park completely finished by the end of June. Volunteers that agreed to help build the playground and plant trees will be organized sometime in June to form work parties.

The city acquired this 3.5 acre property about 10 years ago. The neighborhoods around this park are very densely populated and would benefit immensely from this new park. The city received a 50/50 LWCF grant last year for this park and also purchased the playground equipment with another matching grant. He reviewed some changes that had been made to the original plan at the request of some of the neighbors such as moving the basketball courts further into the park to mitigate the noise and activity, to reduce the courts from four to two, and to orient them east and west to keep balls out of the parking lot. This new park will have a new type of automated irrigation system that is very efficient and will help to save on water usage.

There was not enough money to build a gazebo at this park so one of the residents decided to take on the task of providing one. Jacob Christianson, who works for Edwards Construction, felt that this was a worthy project and started soliciting various businesses in the area for donations. The response was overwhelming. Companies such as Architects West who donated the plans, Tate Engineers, ACI offered to donate labor and rebar for the columns, Interstate Concrete gave him a special price on materials, Allied Welder will donate fabrication time, Forrest Steel will donate materials, and Precision Roofing will donate their labor for the roof. Of course, the Parks Department will be working with him as well. He was very pleased with the response and feels that this gazebo will become a reality.

Doug answered questions from the Commissioners. The gazebo will be 26' x 30' and can be reserved for special events. Residents adjacent to the north side of the park are welcome to put gates in their fences for easy access to the park. Many residents requested a mid-block crossing.

10. CITY PARK IMPROVEMENTS

Doug Eastwood reviewed some upcoming improvements in City Park that should be completed in the next couple of months. Funding for these improvements is already in place. The trees along the seawall walkway have completely covered up the seven lights along the walkway leaving the area very dark. New lights will be installed in 3-foot high bollards and will give the same amount of light as the old lights once did. This project will cost approximately \$7,000.

The Rotary Bandshell is over 15 years old and is beginning to show wear due to the extensive use and weather conditions. The bandshell floor is still sound but the covering is peeling up and worn off in places. A new 1/8" covering will be installed to smooth out all the rough areas. This covering will last 8-10 years according to Howard Gould, Building Maintenance Supervisor. The old metal partitions in the restrooms will be replaced with very heavy, solid made from a new material that is extremely durable and essentially vandal-proof. Cost of the flooring is estimated at \$7,000 and the partitions at \$10,000.

The brick restroom at the north end of City Park was constructed in 1972 and is showing extensive signs of wear. Plans to upgrade this building include "floating" the concrete floor to level and smooth out the cracks and holes, new paint inside and out, new metal doors, new fixtures and making the entire facility ADA accessible. Commissioner Hassell suggested that the walkway around the perimeter of the building be widened to accommodate wheelchairs and several people at one time. Doug agreed and added this to the list of improvements.

All of these projects are scheduled for completion before the beginning of the 2007 summer season.

11. TENNIS COURTS – CRACK REPAIRS

Doug Eastwood reported that the CDA Tennis Association would like to work on providing lights at the Cherry Hill tennis courts. Also, the courts at Northshire and Ramsey are cracked and need to be resurfaced. The United States Tennis Association in partnership with the National Recreation & Parks Association is offering an annual 80/20 grant entitled "Tennis in the Parks" to assist agencies in developing and/or rehabilitating tennis facilities around the country. With these two projects in mind, he

suggests that we apply for this year's grant to repair the existing courts at Northshire and Ramsey and to apply for the grant next year to help fund the lights at Cherry Hill.

Doug presented a short video discussing the ongoing problem with cracks in tennis court surfaces and the type of repairs that have been tried in the past. A new product called ARMOR has been developed that has shown amazing success in providing a long lasting solution to the cracking problems. JB Sports in Spokane has given estimates of \$13,000 for the Ramsey court repairs and \$18,000 for Northshire for a total cost of \$31,000. Cost to replace the 3 courts at each site would be \$60,000 for a total cost of \$120,000.

12. MASTER PLAN UPDATE

Doug Eastwood reported on the status of the Master Plan update. The process is approximately 50% completed with the harder parts ahead. Financial and funding issues will be addressed along with long-term maintenance of the park system. Needs and funding needs to be identified before any priorities for the future can be set. There will be another series of workshops with the public starting with a workshop at the Senior Center to replace the one that was cancelled in February.

An important issue that has surfaced that needs to be addressed in the Master Plan update is the review and clarification of the land and open space charitable contribution process.

The need for a dog park has become an important issue. The member of the local American Association of Landscape Architects have spearheaded a project to have elementary school students help plan a dog park in concept. Doug has visited two schools along with the AALA members to gather suggestions from the students. He was very impressed with the knowledge, intelligence and passion that the students exhibited during the discussions.

13. COMMERCIAL FEE REVIEW

Doug Eastwood reported that Kootenai County Parks & Waterways is in the process of implementing a permit process with a fee for commercial activities on county docks. The state already has such a permit/fee process in place. Currently there is no permit or fee in place for commercial activity at the 3rd Street docks. This has been a problem in the past and, with the new county fee being imposed, will probably become a larger problem this next season. Doug asked the Commissioners to give some consideration to implementing a commercial permit and fee for the 3rd Street docks.

13. WORKSHOP – (Date to be determined.)

Motion was made at 6:55 pm by Commissioner McDowell to adjourn the meeting. Motion was seconded by Commissioner Hill. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

NEXT MEETING: Monday, March 12, 2007 – 5:30 pm in Council Chambers

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

DATE: February 12, 2007
FROM: Steve Anthony, Recreation Director
SUBJECT: RENEWAL OF USE AGREEMENT WITH COEUR D'ALENE LITTLE ASSOCIATION *(Council Action Required)*

DECISION POINT:

Renew use agreement with the Coeur d'Alene Little League Association for use of Canfield Sports Complex to expire on September 1, 2008.

HISTORY:

The Coeur d'Alene Little League Association has helped the city construct and improve baseball facilities. They provide a program during the months of March, April, May and early June. The Association also has a competitive program and holds tournaments for area youth.

FINANCIAL ANALYSIS:

As part of the initial agreement in 2001, the Association made a donation of \$30,000.00 to help construct the Canfield Sports Complex. They also maintain the fields during the spring months.

PERFORMANCE ANALYSIS:

The city has contracted with MIG consultants to prepare a comprehensive Parks and Recreation Master Plan. Part of that contract is to review all agreements with user groups and the School District. Staff is recommending that all new contracts be renewed for only one year in order to give MIG time to review these agreements and make recommendations. Currently we have one year agreements with Coeur d'Alene Jr. Tackle, Coeur d'Alene Heartbreakers/Wildfire Softball and North Idaho Rugby, and Coeur d'Alene Soccer Club. This would be a two year agreement. These groups complete facility use forms each year.

RECOMMENDATION:

Staff recommends that the City Council authorize the renewal of the use agreement with the Coeur d'Alene Little League Association for use of the Canfield Sports Complex for two years, from March 1, 2007, through August 31, 2008, with the option to renew after the city reviews the recommendations in the new Parks and Recreation Master Plan.

RESOLUTION NO. 07-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR USE OF THE CANFIELD SPORTS COMPLEX, WITH THE COEUR D'ALENE LITTLE LEAGUE ASSOCIATION.

WHEREAS, the Park and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with the Coeur d'Alene Little League Association, for use of the Canfield Sports Complex, 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 Coeur d'Alene Little League Association, for the use of the Canfield Sports Complex, 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 20th day of February, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____,
[Resolution No. 07-0115: Page 1]

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 _____.

AGREEMENT

THIS AGREEMENT, entered into the 20th day of February, 2007 between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "City," and the **Coeur d' Alene Little League Association**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "Association,"

W I T N E S S E T H:

WHEREAS, City owns property abutting 15th Street and Canfield Avenue adjacent to Canfield Middle School, commonly referred to as the active Canfield Sports Complex (hereinafter called the "Canfield Sports Complex"); and

WHEREAS, the active Canfield Sports Complex, when completed, will include Little League facilities which the Association desires to use; and

WHEREAS, the Coeur d'Alene Little League Association committed money and in kind services to help develop the Canfield Sports Complex; and

WHEREAS, on September 1st 2001, the parties entered into a 3 year contract regarding the use of the Canfield Sports Complex; and

WHEREAS, the parties have agreed that it is in their best interests to extend the contract for an additional term; NOW, THEREFORE,

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

1. **Term:** The term of this agreement shall run from March 1st, 2007 to September 1st, 2008. After September 1st, 2008 the Parks and Recreation Commission in its sole discretion may recommend to the City that an additional 3-year agreement with the Association be negotiated.
2. **Site:** The Little League field is more particularly described in **Exhibit "A,"** attached hereto and by this reference incorporated herein.
3. **Admission Costs and Fees:** That all events at Canfield Sports Complex will be open to the general public and no admission fee will be charged by the Association for admission to events at Canfield Sports Complex without permission from the Recreation Director, except as set forth in paragraph 13 below entitled "Set Aside of Park."
4. **Field Maintenance:** Coeur d'Alene Little League Association will prepare and maintain all infields at the Canfield Sports Complex, during their season.

5. Storage Facility: A 10' x 10' storage facility will be allowed at the site for tools and supplies to be used by the Coeur d'Alene Little League Association. Design and placement of the storage facility will be made by the Coeur d'Alene Parks Director. Cost of the storage facility and amenities will be borne by the Association, including any permits that may be required.
6. Concessions: The Coeur d'Alene Little League Association may bring in a concession for games or tournaments. Either a mobile concession or non-mobile concession will be allowed. In the event a stationary concession is placed at the site, the cost will be borne by the Association. Design and placement will be approved by the Coeur d'Alene Parks Director. All permits must be obtained and paid for by the Association.
7. Improvements: Any improvements set forth in this Agreement, shall be paid solely by the Association, no additional improvements shall be installed without prior written approval from the City.
8. Use of Field: The Coeur d'Alene Little League Association shall submit a league schedule to the Coeur d'Alene Recreation Director for approval at least one month prior to the beginning of the Little League season. The City of Coeur d'Alene Recreation League will have priority use. Little league will have use of the fields from March 1st until the last scheduled day of school in June. Any use after that date must be arranged with the Recreation Department.
9. Proprietary Interest: The Association will have no proprietary interest in the improvements undertaken by the Association at Canfield Sports Complex.
10. Fencing: That no additional fencing will be installed other than portable fences for tournaments. Portable fences cannot be installed sooner than twenty-four (24) hours before a tournament and must be removed within twenty-four (24) hours after a tournament.
11. Portable Fencing: That the location, fence material, and method of installation of the portable fences must be approved by the Parks and Cemetery Director, and said installation shall be done by the Association at the Association's sole expense unless the City agrees to install the portable fencing for a fee.
12. Set Aside of Park: That Canfield Sports Complex may, at the City's discretion, be set aside for the Association for tournament purposes for a fee of \$6.00 per hour of the tournament, which fee shall be used as set forth in Idaho code Section 50-1409. Dates must be approved at least one month in advance by the Recreation Programs Administrator.

13. Use of Park: That the Canfield Sports Complex shall not be exclusively used for baseball and the City may schedule other activities there including but not limited to children's softball, soccer, and football.

14. Loudspeakers: Any use of loudspeakers must conform to Municipal Code 5.24.03016.

16. Hold Harmless: That the Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use, construction, and/or maintenance of the improvements by the Association. Additionally, the Association hereby agrees to hold the City, its elected and appointed officials, employees and agents, harmless from any and all claims that may arise in any manner whatsoever from the events surrounding and including use of the active Canfield Sports Complex by the Little League Association, its coaches, players, and fans. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000) for property damage or bodily 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. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk prior on or before execution of this agreement which the certificate must be approved by the City Attorney.

17. Compliance with Law: That the parties will abide by all the laws, ordinances, regulations, and policies of the City, the state of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements and including but not limited to bidding and public works contracting laws.

18. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, that City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, enforce the specific performance of the terms hereof, or may take such recourse that is available in law or in equity.

19. 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.

20. Attorney's fee: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court cost and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

21. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accord with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.

22. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d' Alene have executed this contract on behalf of said City, and the Association has caused the same to be signed by its President, attested by its Secretary, the day and year first above written.

CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO

COEUR D' ALENE LITTLE
LEAGUE ASSOCIATION

Sandi Bloem, Mayor

By: _____
President _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of February, 2007, 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:

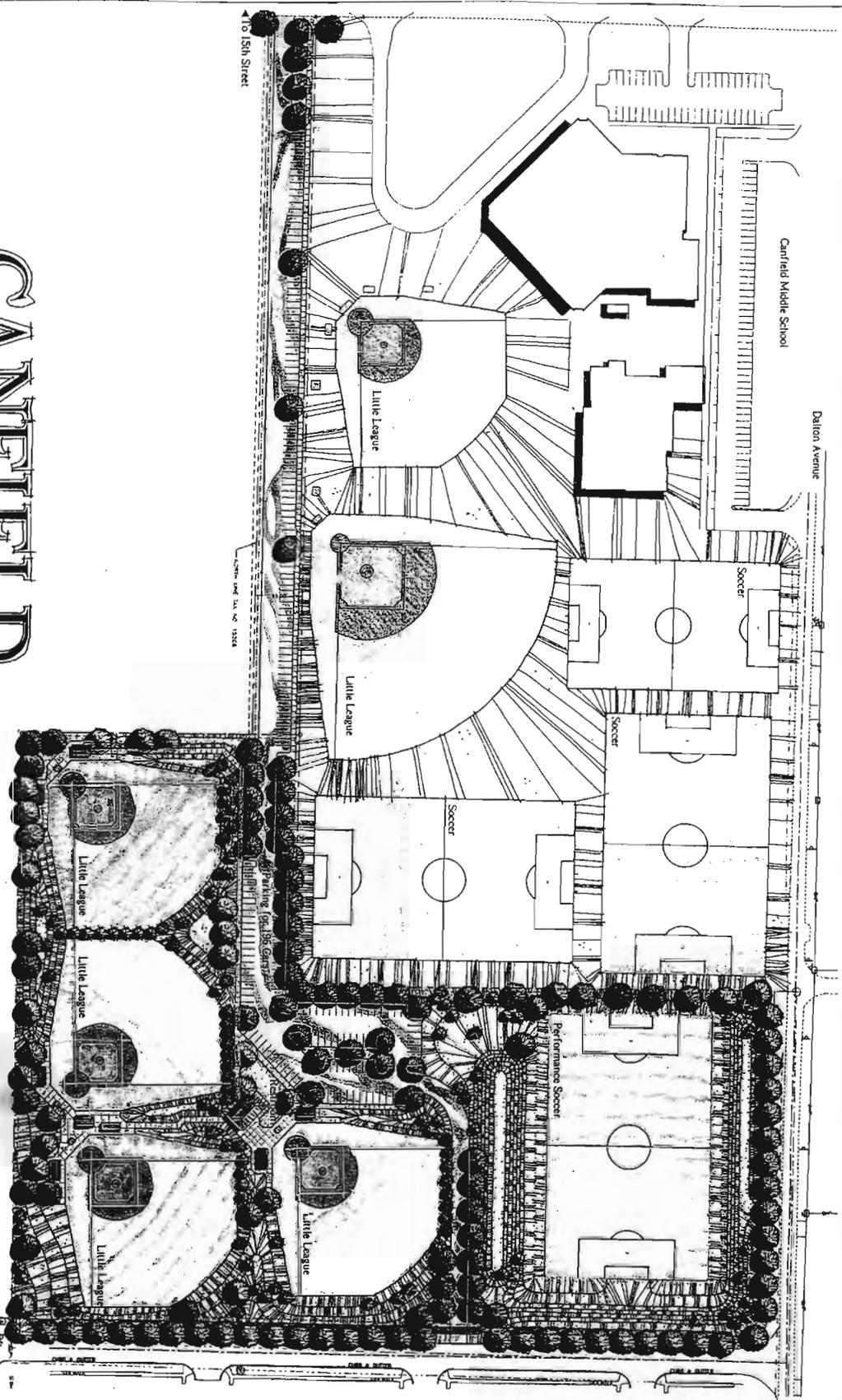
STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2007, before me, a Notary Public, personally appeared _____ and _____, known to me to be the President and Secretary, respectively, of the **Coeur d' Alene Little League Association**, and the persons who executed the foregoing instrument on behalf of the Coeur d' Alene Little League Association, and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

CANFIELD COMMUNITY PARK



SHEET NO. L1.00 OF	PROJECT NO. 2026 DESIGNED BY J.S. DATE 12/24/2000 CHECKED BY	REVISIONS NO. DESCRIPTION 1 2	CONSULTANTS	PROJECT TITLE Canfield Community Park SHEET TITLE SITE DEVELOPMENT PLAN		COPYRIGHT 2000 WAGONMILLER, P.C. PLANNING & DESIGN CONSULTANTS 10000 Wagonmiller Road Suite 100 Philadelphia, PA 19154 Tel: 215-381-1100 Fax: 215-381-1101 www.wagonmiller.com	

**GENERAL SERVICES COMMITTEE
MINUTES**

February 12, 2007
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Jim Washko, Deputy Fire Chief
Troy Tymesen, Finance Director

CITIZENS PRESENT

Joe Kunka
Gerald Franks
Tom Greene, Coeur d' Alene Press

Item 1. Acceptance of Bid from Ginno Contraction/Fire Dept Training Tower Construction.

(Consent Resolution No. 07-010)

Jim Washko reported that on December 19, 2006 the City Council approved the Fire Departments request to reject the bid for construction of the public safety training tower and authorized staff to re-bid as the bids received were over budget. They received no bids from the second advertisement. Consequently, Ginno Construction, the General Contractor for the Fire Station remodel project, submitted a bid in the amount of \$171,000.00. This amount is nearly \$120,000.00 lower than the prior bids and fits into the project budget. Jim further noted that having Ginno Construction on this portion of the project as well lends a great deal of continuity to the overall project.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-010 accepting the bid of Ginno Construction for the construction of the Public Safety Training Tower.

Item 2. Presentation/Animal Control Services.

(Consent Resolution No. 07-010)

Jon Ingalls is requesting acceptance of a Memorandum of Agreement which will terminate the Service Agreement between the City and the Watson Agency. Jon, on behalf of City Administrator – Wendy Gabriel, thanked the Watson agency for their care of the animals as well as the cooperation and discussions which resulted in the MOA.

Jon further requested that the City Council direct staff to seek long term animal control and shelter options that can be explored to create better efficiencies and sustainability into the future. The short term procedure, in place now, is the cooperation of the Post Falls Animal Shelter.

Joe Kunka voiced his concern that the City expedite a solution as he believes Post Falls will only be able to help in the short term because their facility is too small. Mr. Kunka reported that the Watson Agency is adopting out all the animals as rapidly as possible. He added that if the City needs anything or if he can offer any advise, to give him a call. Deanna thanked Mr. Kunka for the time and energy they have put into animal control.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution NO. 07-010 accepting the Memorandum of Agreement to terminate the Service Agreement between the City of Coeur d'Alene and the Watson Agency for Animal Control Services and direct staff to seek long-term animal control and shelter options.

Item 3. Council Bill No. 07-1005/Amending Swimming Area Regulations.
(Agenda Item)

Mike Gridley reported that the Legal Department brought this housekeeping amendment to the City Council at their February 6th, 2007 meeting. The City Council asked staff to make several changes based on comments made at that meeting. Mr. Gridley noted that MC 8.24 and MC 8.25 both deal with swimming areas and regulations for watercraft. This leads to confusion for people looking for the specific code provision that applies to swimming areas and regulations for watercraft. By consolidating the provisions of both chapters into one chapter the regulations will be easier to find and follow. The new chapter also amends the definition of the word "Vessel" to be more consistent with state statutes and also to provide clarity as to what watercraft will be allowed in swimming areas. Staff also defined designated public swimming areas. Though some vessels will be allowed at Sanders Beach, staff does not believe that any type of vessel should be allowed within the buoys at the City Beach. However, staff did incorporate exceptions at the City Beach for special events such as Ironman.

Council Member Edinger suggested that Section 8.24.060 (4) (g) *No barbecuing, open flames, smoking, or alcoholic beverages shall be allowed at any time upon any of the docks* be amended to clarify *alcoholic beverages* as "open alcoholic beverage container". This is because the public often transports alcoholic beverages to their private and commercial boats via the city docks.

Discussion ensued regarding the length of a vessel that will be allowed at public beaches as well as the type of vessel, i.e. wind powered vs. human powered. The consensus of the Council Members is prohibit within designated public swimming areas any vessel longer than 20 feet in length.

Gerald Franks expressed concern with the 20 foot length limit as he owns a tandem kayak that is 21 feet in length. Mr. Franks suggested the vessel be limited to strictly kayaks and canoes. Mr. Franks noted that the City Code currently has a provision that limits the speed of vessels to under 5 miles an hour if within 200 feet of shoreline, dock, pier or person. This would prohibit larger vessels such as the hobey-cat sail boats within swimming areas. Otherwise, he believes the East Lakeshore owners support with this amendment.

Robert Cliff noted that Sanders Beach as 4 buoys between 11th Street Marina and the Jaeger dock. He suggests additional buoys as a safety precaution. Council Member Hassell reported that the Parks and Recreation Commission is already exploring this. Mike added that Doug Eastwood has suggested placing the buoys every 100 - 50 yards so swimmers that are training are able to gage their distance.

Again, discussion ensued regarding the length.

Consensus of the Committee Members is to recommend no length limit on human powered vessels and a 20 foot limit on sail/wind powered vessels.

MOTION: THE COMMITTEE is recommending that the City Council adopt Council Bill No. 07-1005 provided staff amends the CB to incorporate Council Member Edinger's request to change Section 8.24.060 and limit sail/wind vessels to 20 feet in length with no length limit on human powered vessels.

The meeting adjourned at 4:40 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

STAFF REPORT

DATE: February 15, 2007

FROM: Michael C. Gridley, City Attorney

SUBJECT: Consolidation of MC 8.24 and MC 8.25 regarding swimming areas and watercraft restrictions

DECISION POINT: Whether the City should consolidate MC 8.24 and MC 8.25 into one chapter.

HISTORY: MC 8.24 and MC 8.25 both deal with swimming areas and regulations for watercraft. This leads to confusion for people looking for the specific code provision that applies to swimming areas and regulations for watercraft. By consolidating the provisions of both chapters into one chapter the regulations will be easier to find and follow. The new chapter also adopts the definition of the word "Vessel" so as to be consistent with state statutes. We have also included definitions for motor driven watercraft, personal watercraft and toy boats.

In designated public swimming areas no motor driven water craft or toy boats of any length or sail powered boats longer than 20 feet will be allowed. There is no restriction on human powered vessels in designated public swimming areas.

In designated public swimming only areas no vessels will be allowed.

Additionally, the ordinance was clarified to prohibit open containers of alcohol on the Third Street docks.

FINANCIAL ANALYSIS: There is no significant cost for this consolidation.

PERFORMANCE ANALYSIS: Consolidation will make the swimming and boating regulations easier to find and follow.

DECISION POINT/RECOMMENDATION: Council should approve consolidation of MC 8.24 and MC 8.25

COUNCIL BILL NO. 07-1005
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTERS 8.24 ENTITLED PUBLIC SWIMMING AREA AND CHAPTER 8.25 ENTITLED CITY SWIMMING BEACH AND DOCKS; ADOPTING A NEW CHAPTER ENTITLED PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS, ADOPTING SECTION 8.24.010 DEFINITIONS; ADOPTING SECTION 8.24.020 TO ESTABLISH RESTRICTIONS ON USE OF WATERWAYS WITHIN THE CITY; ADOPTING A NEW SECTION 8.24.030 TO DESIGNATE SWIMMING AREAS; ADOPTING A NEW SECTION 8.24.040 TO DESIGNATE PUBLIC SWIMMING ONLY AREAS; ADOPTING SECTION 8.24.050 TO ESTABLISH NO SWIMMING AND DIVING AREAS; ADOPTING SECTION 8.24.060 TO ESTABLISH MOORING AND OTHER RESTRICTIONS AT PUBLIC DOCKS; ADOPTING 8.24.070 TO PROVIDE FOR MARKING WITH BUOYS; ADOPTING SECTION 8.24.080 TO ESTABLISH EXCEPTIONS; ADOPTING SECTION 8.24.090 TO ESTABLISH PENALTIES FOR VIOLATIONS INCLUDING MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS AND/OR IMPRISONMENT FOR NOT MORE THAN ONE HUNDRED AND EIGHTY DAYS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, The Municipal Code of the City contains two chapters regulating the City's waterways, including docks, swim areas and vessel restrictions; and

WHEREAS, Having two chapters governing the City's waterways has lead to confusion and misunderstanding about the meaning and intent of these code provisions; and

WHEREAS, The Mayor and City Council deem it to be in the best interest of the City of Coeur d'Alene and the citizens thereof to have clear ordinances governing the City's waterways; NOW, THEREFORE,

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

SECTION 1. *That Chapter 8.24 is hereby repealed and a new chapter 8.24, entitled Public Swimming Areas, Waterways and Docks, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 8.24
PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS**

SECTION 2. *That a new Section 8.24.010, entitled DEFINITIONS, is added to the Coeur d'Alene Municipal Code as follows:*

8.24.010 DEFINITIONS

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

- 1. VESSEL:** Every description of watercraft, including motor driven watercraft and seaplanes on the water, used or capable of being used as a means of transportation on water, but does not include diver's aids operated and designed primarily to propel a diver below the surface of the water, and non-motorized devices not designed or modified to be used as a means of transportation on the water, such as inflatable air mattresses and inner tubes.
- 2. NIGHT:** One-half (1/2) hour after sunset until one-half (1/2) hour before sunrise.
- 3. SHORELINE OF THE CITY OF COEUR D'ALENE:** The line of demarcation between water and land at the time in question without regard to property lines or high and low water lines or marks within the city limits of Coeur d'Alene.
- 4. MOTOR DRIVEN WATERCRAFT:** Any boat or vehicle of any type which is propelled by any type of motor or machinery including "personal watercraft".
- 5. PERSONAL WATERCRAFT:** A small vessel which uses an outboard motor or an inboard motor powering a water jet pump as its primary source of power and is designed to be operated by a person sitting, standing or kneeling on, rather than in the conventional manner of sitting or standing inside the vessel.
- 6. LENGTH OF VESSEL:** The distance measured at the centerline at the highest point above the waterline from the fore-part of the outer hull at the bow to the aft-part of the outer hull at the stern, excepting any bowsprits, railings or extraneous or additional equipment.
- 7. TOY BOATS:** A small motor driven craft not designed to be used as a means of transportation that is typically controlled by remote control.

SECTION 3. *That a new Section 8.24.020, entitled RESTRICTIONS ON USE OF WATERWAYS WITHIN CITY, is hereby added to the Coeur d'Alene Municipal Code as follows:*

8.24.020 RESTRICTIONS ON USE OF WATERWAYS WITHIN CITY

1. Lake Coeur d'Alene.

- a. No person shall operate, navigate, cause to float, moor or anchor any motor driven watercraft or toy boat of any length or any sail powered vessel longer than twenty (20) feet within designated public swimming areas created by this chapter.
- b. No person shall operate, navigate, cause to float, moor or anchor any vessel or toy boat within designated public swimming only areas created by this chapter.
- c. No person shall operate or navigate any vessel in any waters within two hundred feet (200') of any shoreline or any dock, pier, other structure or person in Lake Coeur d'Alene at a speed greater than five (5) miles per hour.
- d. All persons operating or navigating any vessel within one hundred feet (100') of any other structure or person in Lake Coeur d'Alene shall do so at a speed that is reasonable and prudent, but not in excess of fifteen (15) miles per hour.
- e. No person shall operate or navigate a vessel at night, when the speed is not otherwise restricted, at a speed greater than twenty (20) miles per hour.
- f. All persons operating or navigating a vessel during the day, where the speed is not otherwise restricted, shall do so at a speed that is reasonable and prudent for conditions, but not in excess of fifty (50) miles per hour.
- g. No person shall operate or propel any person on water skis, aqua plane or similar contrivance within five hundred feet (500') of the shoreline of the City of Coeur d'Alene.

2. Spokane River.

- a. No person shall operate, navigate, cause to float, moor or anchor any motor driven watercraft or toy boat of any length or any sail powered vessel longer than twenty (20) feet within a designated public swimming area created by this chapter.
- b. No person shall operate, navigate, cause to float, moor or anchor any vessel within designated public swimming only areas created by this chapter.

- c. No person shall operate or navigate any vessel in any waters within one hundred feet (100') of any shoreline or any dock, pier, other structure, or person in the Spokane River at a speed greater than five (5) miles per hour.
- d. All persons operating or navigating any vessel within fifty feet (50') of any other vessel in the Spokane River shall do so at a speed that is reasonable and prudent, but not in excess of fifteen (15) miles per hour.
- e. No person shall operate or navigate a vessel at night, when the speed is not otherwise restricted, at a speed greater than twenty (20) miles per hour.
- f. During the day, on those portions of the Spokane River within the city limits of Coeur d'Alene, where the speed is not otherwise regulated, all persons operating or navigating a vessel shall do so at a speed that is reasonable and prudent, but not in excess of thirty five (35) miles per hour.

SECTION 4. *That a new Section 8.24.030, entitled DESIGNATED PUBLIC SWIMMING AREAS, is added to the Coeur d'Alene Municipal Code as follows:*

8.24.030 DESIGNATED PUBLIC SWIMMING AREAS

The following areas are designated as public swimming areas:

1. City Beach. That portion of Lake Coeur d'Alene in the area bounded on the east by a line parallel to and two hundred feet (200') west of the east line of government lot 49 extended and on the west by the east right of way line of Hubbard Street extended and for a distance of two hundred feet (200') into the lake.

2. Sander's Beach. That portion of Lake Coeur d'Alene in the area bounded on the west by the west right of way line of Twelfth Street extended and on the east by the eastern edge of the Jewett House lot line extended and for a distance of two hundred feet (200') into the lake.

SECTION 5. *That a new Section 8.24.040, entitled DESIGNATED PUBLIC SWIMMING ONLY AREAS, is added to the Coeur d'Alene Municipal Code as follows:*

8.24.040 DESIGNATED PUBLIC SWIMMING ONLY AREAS

The following areas are designated as public swimming only areas:

1. City Beach. That portion of City beach bounded on the east by the concrete steps at Independence Point and extending to the west approximately six hundred (600) feet to a point near Park Drive as marked by floats on a continuous rope in the water.

SECTION 6. *That a new Section 8.24.050, entitled NO SWIMMING AND DIVING AREAS, is hereby added to the Coeur d'Alene Municipal Code as follows:*

8.24.050 NO SWIMMING AND DIVING AREAS

1. No Swimming Areas. No person shall swim in the following areas:

- a. Within one hundred feet (100') of the First Street dock.
- b. Within one hundred feet (100') of the Third Street docks.
- c. Within one hundred feet (100') of the outside of the Mill River Park dock.
- d. To or from the City Commercial docks located at Independence Point.

2. No Diving Areas. No person shall somersault, dive, flip, jump, or enter into the water by any means other than wading from the following areas:

- a. The concrete steps or within twenty feet (20') of the concrete steps that surround Independence Point;
- b. The city docks, ramps, pilings, and seawall located at the south end of Third Street;
- c. The city docks located at the south end of First Street;
- d. The ramps, bridge, railing, light posts, signposts, pilings, or any other structures leading to or located upon the Independence Point docks;
- e. The Independence Point docks.

SECTION 7. *That a new Section 8.24.060, entitled VESSEL MOORING; TIME; OTHER RESTRICTIONS AT CITY DOCKS, is hereby added to the Coeur d'Alene Municipal Code as follows:*

8.24.060 VESSEL MOORING; TIME; OTHER RESTRICTIONS AT CITY DOCKS:

1. Commercial Docks. No person other than a lessee of space shall operate or moor any vessel at bays one through four (1-4) and six through eight (6-8) of the city commercial dock located at Independence Point.

2. Mill River Park Docks. No person shall moor a vessel at the dock located at the Mill River Park at any time between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. or for more than six (6) hours during any twelve (12) hour period.

3. First Street Docks. No person shall moor a vessel at the dock located at the south end of First Street at any time between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. or for more than six (6) hours during any twelve (12) hour period.

4. Third Street Docks. Boats moored at the docks located at the south end of Third Street are subject to the following regulations:

- a. No person shall moor a vessel for more than thirty (30) minutes at any area where the dock is painted red.
- b. Unless otherwise restricted by this section, vessels may be moored, without a moorage fee, for up to six (6) hours between the hours of eight o'clock (8:00) A.M. and ten o'clock (10:00) P.M.
- c. Unless otherwise restricted by this section, vessels may be moored at the docks between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. provided that a fifteen dollar (\$15.00) per night moorage fee is paid.
- d. No vessel may be moored at any time between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. for more than two (2) consecutive nights.
- e. No vessel may be moored at any bay of any dock if the vessel's length exceeds the length of the bay.
- g. No barbecuing, open flames, smoking, or open containers of alcoholic beverages shall be allowed at any time upon any of the docks.

SECTION 8. *That a new Section 8.24.070, entitled BUOYS, is hereby added to the Coeur d'Alene Municipal Code as follows:*

8.24.070 BUOYS

The restrictions and the restricted areas established by this chapter may be indicated by appropriate buoys approved by the Idaho Department of Lands.

SECTION 9. *That a new Section 8.24.080, entitled EXCEPTIONS, is hereby added to the Coeur d'Alene Municipal Code as follows:*

824.080 EXCEPTIONS

The provisions of this chapter shall not apply to:

1. Vessels operating under a permit pursuant to Idaho Code section 67-7030;
2. Vessels being operated under emergency conditions or in support of any City permitted event, or by any authorized agent of any law enforcement agency of the state, a political subdivision, or the United States of America, while said agent is acting in the performance of his or her duties.

SECTION 10. *That a new Section 8.24.090, entitled PENALTIES, is hereby added to the Coeur d'Alene Municipal Code as follows:*

8.24.090 PENALTIES

1. Any person violating any of the provisions of this chapter or any person operating a vessel who willfully flees or attempts to elude a pursuing law enforcement vessel, when given a visual or audible signal to bring the vessel to a stop, shall be guilty of a misdemeanor as provided in section [1.28.010](#) of this code.
2. Any police officer or other person(s) designated by the city or chief of police observing any violation of this chapter shall issue a ticket describing such violation and the charge assessed for the violation to the person guilty of the violation. The members of the police department or other person(s) designated by the city or chief of police are authorized to refrain from instituting a prosecution charging the person with a misdemeanor if such person pays the charge herein assessed to the city cashier within ten (10) days of the violation.
3. Any person violating any of the provisions of this chapter may be assessed a civil administrative penalty of fifty dollars (\$50.00) for each violation.

SECTION 11. *That Chapter 8.25 entitled City Swimming Beach and Docks is hereby repealed.*

SECTION 12. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 13. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 14. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 15. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 20th day of February, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Repealing Chapters 8.24 PUBLIC SWIMMING AREA and 8.25 CITY SWIMMING BEACH AND DOCKS and adopting a new Chapter 8.24 entitled PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTERS 8.24 ENTITLED PUBLIC SWIMMING AREA AND CHAPTER 8.25 ENTITLED CITY SWIMMING BEACH AND DOCKS; ADOPTING A NEW CHAPTER ENTITLED PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS, ADOPTING SECTION 8.24.010 DEFINITIONS; ADOPTING SECTION 8.24.020 TO ESTABLISH RESTRICTIONS ON USE OF WATERWAYS WITHIN THE CITY; ADOPTING A NEW SECTION 8.24.030 TO DESIGNATE SWIMMING AREAS; ADOPTING A NEW SECTION 8.24.040 TO DESIGNATE PUBLIC SWIMMING ONLY AREAS; ADOPTING SECTION 8.24.050 TO ESTABLISH NO SWIMMING AND DIVING AREAS; ADOPTING SECTION 8.24.060 TO ESTABLISH MOORING AND OTHER RESTRICTIONS AT PUBLIC DOCKS; ADOPTING 8.24.070 TO PROVIDE FOR MARKING WITH BUOYS; ADOPTING SECTION 8.24.080 TO ESTABLISH EXCEPTIONS; ADOPTING SECTION 8.24.090 TO ESTABLISH PENALTIES FOR VIOLATIONS INCLUDING MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS AND/OR IMPRISONMENT FOR NOT MORE THAN ONE HUNDRED AND EIGHTY DAYS; 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. _____, Repealing Chapters 8.24 PUBLIC SWIMMING AREA and 8.25 CITY SWIMMING BEACH AND DOCKS and adopting a new Chapter 8.24 entitled PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS, 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 20th day of February, 2007.

Warren J. Wilson, Deputy City Attorney

February 12, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Phil Boyd, Item #1
Dave Clark, Item #4

STAFF PRESENT

Jim Markley, Water Superintendent
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Sid Fredrickson, WW Supt.
Warren Wilson, Deputy City Attorney
Dave Shults, Capital Program Manager
Terry Pickel, Asst. Water Superintendent
Jennifer Tinkey, Asst City Attorney

Item 1 Water Rights Trade Request

Jim Markley, Water Superintendent, presented a request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights. Mr. Markley explained that the City has been approached by Phil Boyd of Welch Comer Engineers who is representing a developer working on a project near Harrison. The developer has ground water rights located on the Rathdrum Prairie in the amount of 4.48 cfs (cubic feet per second). His initial offer is to trade those ground water rights for 8.96 cfs of the City's surface water rights from the lake. It appears that the transfer of the rights would be a pretty straightforward process, but the rights would still need to be adjudicated. Mr. Markley stated that the City has not used its water rights on the lake since the mid-1980's, but the lake water facility has been kept in working order in the event of an emergency. Discussion ensued regarding whether there was a precedent in other cities. Mr. Boyd mentioned that he was told that similar transitions have been completed in Southern Idaho. Potential benefits to the City were discussed, which included the possibility of acquiring extra groundwater rights to be used for a future production well. Councilman Reid expressed concern regarding the adjudication of water rights and how it might affect the city in the long run. She also questioned why the City would want to give up almost a third of their lake water rights in the event that they would be needed at some future time. After further discussion, the committee decided to recommend to the Council that the request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights be denied.

MOTION: RECOMMEND Council deny staff's request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights.

**Item 2 Agreement for Professional Engineering Services with J.U.B. Engineers, Inc.
- Request for Approval of Amendment No. 4**

Consent Calendar

Sid Fredrickson, Wastewater Superintendent, presented a request for approval of Amendment No. 4 to the agreement with J.U.B. Engineers, Inc. for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$101,800.00. Pursuant to the staff report submitted, Amendment No. 4 would provide for CIPP/Open Trench Sewer Rehabilitation, GIS Upgrades, and Inflow Identification. Funds left over from Amendment No. 3 would also be used for the GIS upgrades, and inflow identification. Mr. Fredrickson noted that the cost per lineal foot of the CIPP rehabilitation and Open Trench pipe replacement has decreased from \$51.41 per lineal foot in 2005, to \$45.45 per lineal foot in 2007.

This is due to increased competition from contractors. Councilman Kennedy asked how the Wastewater Department determines the locations they will be working on. Mr. Fredrickson responded that they concentrate on the older parts of town and depending on the condition of the pipe joints, they make a determination if they can proceed with CIPP rehabilitation or pipe replacement.

MOTION: RECOMMEND Council approval of RESOLUTION No. 07-___ approving Amendment #4 in the amount of \$101,800.00 to the City's agreement J.U.B. Engineers, Inc., associated with collection system development and rehabilitation.

Item 3 4th Street Well Rehabilitation Project
Consent Calendar

Terry Pickel, Assistant Water Superintendent, presented a request for approval of bid specifications and authorization to solicit bids for the rehabilitation of the 4th Street Well. Mr. Pickel explained that the pump was last removed in 1995 due to a taste and odor problem and a rubber packer was installed to seal off the upper water bearing zone in an attempt to remedy the problem. Production capacity was significantly reduced to approximately 2000 gpm as a result. Since then, the rubber packer was deflated in 2002 and there have been no additional taste or odor problems encountered. Staff proposes to increase the pumping capacity of the well from 2000 gpm to 3000 gpm by replacing the old steel pump shafts with new stainless steel shafts, a new set of pump bowls capable of a minimum of 3000 gpm and repairs to the 400 Hp motor. Councilman Reid questioned why the City would not want to pump 3600 gpm from the well since it used to pump water at that rate. Mr. Pickel responded that they would like to do that, but would prefer to proceed cautiously at first. As part of the rehabilitation project. Mr. Pickel stated that the Water Department plans to implement a maintenance program based upon the expected lifespan of 18 to 20 years for a pump rebuild. This extended lifespan is due to the exceptional water quality we are fortunate to have in this area. Mr. Pickel indicated that the project will cost approximately \$48,000 which is covered in the operations and maintenance budget.

MOTION: RECOMMEND Council approval of the bid specifications as submitted and authorizing the solicitation of bids for the 4th Street Well Rehabilitation Project.

Item 4 Wastewater Mini-Workshop – Advanced Treatment Process Selection
For Information Only

Sid Fredrickson, Wastewater Superintendent, and Dave Clark of HDR Engineering presented a PowerPoint update regarding wastewater facilities planning and an update on the NPDES Discharge Permit. Mr. Fredrickson indicated that the challenges faced this year by the Wastewater Department included the plant construction, pilot testing of new processes, and meeting the ammonia limits. He further explained that permit limits are typically written for the most sensitive months, and include a maximum monthly amount, and a maximum daily limit. In regard to the Effluent NPDES Discharge Permit, Mr. Fredrickson stated that the EPA writes the permit but the Idaho Department of Environmental Quality (IDEQ) has to do a 401 Water Quality Certification. The ammonia and phosphorous limits are the key issue. The IDEQ has agreed to a nine year compliance schedule and Mr. Fredrickson stated that the City should get a draft permit sometime mid-2007.

Potential challenges include the permit limits, compliance schedule challenges, and future Spokane River quality issues. Mr. Clark compared the city's historical discharge data to the potential limits and also discussed the existing treatment process limitations. The four pilot studies that were performed last summer were compared and pros and cons were discussed. The cost for implementing these new

processes would cost somewhere between \$30 million and \$60 million depending upon what process was chosen.

Effluent management options were also discussed, which included a water reclamation facility, seasonal urban irrigation, individual reuse, groundwater recharge, and wetlands restoration. Mr. Clark suggested a potential water reuse project this summer providing irrigation water for the berm around the new plant perimeter. Other potential sites included area cemeteries, Winton Field, Memorial Field and City Park.

The 9 year compliance schedule was discussed and milestone events were reviewed. Councilman Reid suggested partnering with the University of Idaho in recruiting and training individuals who would be qualified to provide support for such a sophisticated wastewater processing plant.

MOTION: NO MOTION. For information only.

The meeting adjourned at 5:31 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 12 February 2007
FROM: Jim Markley, Water Superintendent
SUBJECT: Water Rights Trade request

=====

ACTION REQUIRED: Staff requests authorization to engage in negotiations regarding the trade of surface water rights for ground water rights.

BACKGROUND: We have been approached by Phil Boyd of Welch Comer Engineers who is representing a developer working on a project near Harrison. The developer has ground water rights located on the Rathdrum Prairie in the amount of 4.48 cfs (cubic feet per second). His initial offer is to trade those ground water rights for 8.96 cfs of our surface water rights (we have 27 cfs) from the lake. On January 29th, Jennifer Tinkey (Legal) and I met with Bob Haynes (the regional director of the Department of Water Resources), along with Phil Boyd (the Developer's Engineer), and Chris Meyers (the Developer's Attorney), to discuss the feasibility of this request. Based on feedback from Bob Haynes it appears that a transfer is feasible if we can come to an agreement with the applicant.

CITY BENEFIT: At current growth rates we expect to need an additional well within five years. The location will be in the Hawks Nest subdivision (a well site was required as part of the subdivision approval). We are securing the existing irrigation rights for the property that is being subdivided and together with these additional rights there should be enough for a City production well. We hope to delay the need for the new well through our conservation efforts but even in the best case I anticipate we will need a new well within ten years. These rights will need to be secured in order to put a new well into service. The proposed process does not create new water rights on the aquifer but just relocates existing ones. The only future use of our existing surface rights that we can anticipate is potentially using a very small fraction of them (less than 2 cfs) for McEuen Field irrigation.

POTENTIAL ISSUES: Water rights issues are receiving heightened scrutiny by the public.

RECOMMENDATION: Staff requests support of the concept to trade surface water rights for groundwater rights and authorization to negotiate an agreement.

IDAHO

1626 Lincoln Way
Coeur d'Alene, ID 83814
208-664-9382
Fax 208-664-5946

WASHINGTON

P.O. Box 861
Liberty Lake, WA 99019
509-255-6000
Fax 509-255-6009

Toll free

1-877-815-5672

E-mail

wo@welchcomer.com

December 5, 2006

Jim Markley
City of Coeur d'Alene
3820 Ramsey Road
Coeur d'Alene, Idaho 83815

Re: Water Rights Transfer Proposal

Dear Jim:

Welch Comer has a Client with 4.48 cfs (2007 gpm) of Rathdrum Prairie groundwater diversion rights (no currently defined volume limitation). The Client would like to propose transferring their ground water rights to the City of Coeur d'Alene in exchange for the City of Coeur d'Alene transferring 8.96 cfs of their Lake Coeur d'Alene water right #95-4322 to the Client. The Client is proposing a two for one transfer ratio because of the considerable value of the groundwater rights for drinking water systems.

There are several details of this transaction that would have to be worked out, but we thought providing you a general initial proposal would be a first good step. If the City is receptive to the general proposal, we recommend that the City water department and legal staff meet with Welch Comer and our Client's attorneys to start outlining the details to attempt to accomplish the transfer.

As you and I are both aware, a transfer of this type will likely draw considerable interest from various groups. Our Client requests that the City utilize discretion, allowable under public laws, when reviewing and discussing this proposal.

Please contact me to discuss further and set up a meeting at the City's earliest opportunity.

Sincerely,
Welch, Comer & Associates, Inc.



Philip F. Boyd, P.E.
President/Principal Engineer

PFB
cc: Client

OTHER BUSINESS

RESOLUTION NO. 07-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES WITH GREG AND DEBBIE GRANAT, HUSBAND AND WIFE.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into a Contract with Greg and Debbie Granat, Husband and Wife for Employee Consulting Services pursuant to the terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Employee Consulting Services, 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 Contract to the extent the substantive provisions of the Contract remains intact.

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

DATED this 20th day of February, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

M E M O R A N D U M

DATE: FEBRUARY 15, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR
RENATA MCLEOD, PROJECT COORDINATOR

RE: PERSONNEL RULE AMENDMENTS

DECISION POINT:

- To authorize Resolution No. 07- 013, authorizing amendments to **Rule I, Section 15, entitled “FLSA Exempt Employees”** to include Project Coordinator and Recreation Superintendent position; **Rule VIII, Section 1, entitled “Employment Lists”** to insert qualifying language; and **Rule VIII, Section 2, entitled “Employment Lists/Police Department”** to change the number of years a name will stay on the eligibility list from two years to one year, and to further clarify that once the name is removed from the list, the applicant must repeat the testing process.

Additionally, authorizing the following amendments to the City’s Classification and Compensation Plan:

<u>CURRENT TITLE</u>	<u>PROPOSED TITLE</u>	<u>PAY GRADE</u>	
		<u>CURRENT</u>	<u>PROPOSED</u>
(Job Descriptions available in the Human Resources Department)			
Assistant Planner	Planner		(Title Change Only)
Associate Planner	Senior Planner		(Title Change Only)
Public Relations/Volunteer Coord.	Library Communications Coordinator		(Title Change Only)
Building Maint. Supervisor		12	13

HISTORY: The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this City Council meeting. Staff has discussed these amendments with the Associations and the Fire Union., as well as the Executive Team. Additionally, BDPA reviewed the requirements and made recommendations for the Building Maintenance Supervisor reclassification.

FINANCIAL: There are no hard costs associated with these Personnel Rule amendments, although there may be some time savings and organizational savings with limiting the police eligibility list to one year. The reclassification of the Building Supervisor position (from 12 to 13) is anticipated to result in an additional cost of \$1,908.00 for fiscal year 2006-2007, which will be absorbed in the Parks Department budget. The Parks Department expects wage savings in their part-time building maintenance budget, and has two positions budgeted to be hired around May/June that will be pushed back to July/August, creating additional savings to cover the additional expense.

QUALITY OF LIFE: Our goal is to provide a consistent and clear document for personnel rules.

DECISION POINT/RECOMMENDATION:

- To authorize Resolution No. 07-013, authorizing amendments to **Rule I, Section 15, entitled “FLSA Exempt Employees”** to include Project Coordinator and Recreation Superintendent position; **Rule VIII, Section 1, entitled “Employment Lists”** to insert qualifying language; and **Rule VIII, Section 2, entitled “Employment Lists/Police Department”** to change the number of years a name will stay on the eligibility list from two years to one year, and to further clarify that once the name is removed from the list, the applicant must repeat the testing process. Additionally, to authorize the above noted amendments to the City’s classification and compensation plan.

RESOLUTION NO. 07-013

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D’ALENE PERSONNEL RULES MANUAL BY AMENDING TO AMEND **RULE 1, SECTION 15, ENTITLED “FLSA EXEMPT EMPLOYEES”** TO ADD THE PROJECT COORDINATOR POSITION AND RECREATION SUPERINTENDENT POSITIONS; TO AMEND **RULE VIII, SECTION 1, ENTITLED “EMPLOYMENT LISTS”** TO INSERT QUALIFYING LANGUAGE; TO AMEND **RULE VIII, SECTION 2, ENTITLED “EMPLOYMENT LISTS/POLICE DEPARTMENT”** TO CHANGE THE NUMBER OF YEARS A NAME WILL STAY ON THE ELIGIBILITY LIST FROM TWO YEARS TO ONE YEAR, AND TO FURTHER CLARIFY THAT ONCE THE NAME IS REMOVED FROM THE LIST, THE APPLICANT MUST REPEAT THE TESTING PROCESS; ADDITIONALLY, TO AUTHORIZE THE BELOW NOTED AMENDMENTS TO THE CITY’S CLASSIFICATION AND COMPENSATION PLAN.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, the following proposed classification and compensation changes were deemed necessary by the City Council and will be effective March 1, 2007:

<u>CURRENT TITLE</u>	<u>PROPOSED TITLE</u>	<u>PAY GRADE</u> <u>CURRENT - PROPOSED</u>
**Job Descriptions available in the Human Resources Department		
Assistant Planner	Planner	(Title Change Only)
Associate Planner	Senior Planner	(Title Change Only)
Public Relations/Volunteer Coord.	Library Communications Coordinator	(Title Change Only)
Building Maint. Supervisor		12 13

WHEREAS, said Personnel Rule and Classification and Compensation amendments have been properly posted at a minimum of ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d’Alene and the citizens thereof that such rules attached hereto as Exhibit “A,” and plan amendments as noted above be adopted; NOW, THEREFORE,

DATED this 20th day of February, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER REID	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER KENNEDY	Voted _____

_____ was absent. Motion _____.

RULE I: GENERAL PROVISIONS

SECTION 15. FLSA Exempt Employees

- (a) Purpose/Intent: The purpose of this rule is to create a section of the City of Coeur d'Alene Personnel Rules and Regulations that specifically pertain to FLSA Exempt Employees other than Department Heads.
- (b) Definition:
 - (1) FLSA Exempt Employees shall mean an employee responsible for management within a city department, and under the day to day guidance of the Department Head, including the following positions; Assistant Street Superintendent, Assistant Wastewater Superintendent, Assistant Water Superintendent, Associate Planner, Attorneys, Deputy Engineering Services Director, Deputy Finance Director, Deputy Fire Chief's, Deputy Library Director, IT Network Administrator, IT Database Application Developer, ~~and~~ Police Captains, Project Coordinator, and Recreation Superintendent.
 - (2) FLSA Exempt Employees are classified as Executive Exempt employees for FLSA purposes. As such, FLSA Exempt Employees shall be paid salary and are not eligible for compensatory or overtime pay.
- (c) Residency: Certain positions, at the discretion of the Deputy City Administrator, may be required to reside within a twenty (20) minute driving response time to the City limits.
- (d) Duties: FLSA Exempt Employee's duties and responsibilities shall be in accordance with the adopted job description, as well as all matters assigned by the Department Head.
- (e) Benefits/Compensation:
 - (1) FLSA Exempt Employees shall be regulated by the personnel rules except as specifically provided by this rule or as otherwise provided by written agreement.
 - (2) FLSA Exempt Employees shall abide by City policies and procedures approved by the City Council and any additional policies and procedures adopted by resolution not incorporated in the personnel rules.
 - (3) Vacation Accruals: Unless otherwise provided by written agreement, Vacation accruals shall be in accordance with the Personnel Rule XI, Section 2. The employee will not lose any vacation leave accrued at the time the employee becomes an exempt employee. Maximum accumulation of vacation leave will not exceed three-hundred-twenty (320) hours. Any accrued vacation leave in excess of this amount as of October 1st of each year must be used by January 15th of the following year or

be forfeited, unless otherwise specifically approved by the Personnel Officer.

- (4) Sick Leave: As FLSA Exempt Employees, the employees shall continue to accrue sick leave according to Rule XI, Section 3 (ten (10) hours per month). However, due to the exempt employee status, leave will only be required to be noted on time records when it is eight consecutive hours or more. Employee shall be eligible to participate in the sick leave bank. Employee shall not receive compensation for accumulated sick leave unless the Exempt Employee retires from the City of Coeur d'Alene pursuant to the provisions of Idaho Code. Sick leave options 1 and 2, found in Rule XI, Section 3, are applicable.
- (5) Compensatory Time (comp time): FLSA Exempt Employees are not eligible for comp time. It is recommended that Exempt Employees use any comp time accrued at the time they became an Exempt Employee at a rate of at least 40 hours per fiscal year.
- (6) Appointment to position: The FLSA Exempt Employee is eligible for a pay increase twelve (12) months from their appointment date. Promotional appointments will include a minimum of a 10% pay increase.
- (7) Compensation/salary increases: FLSA Exempt Employees shall be paid a salary within the range identified in the City of Coeur d'Alene adopted pay/classification plan and as may be amended thereafter. Employees shall receive annual salary increases on a performance-based evaluation. Based on a performance evaluation from the Department Head, the employee shall receive a salary increase ranging 5% to 8% if the performance is rated standard or above. Salary shall not exceed the maximum amount authorized by the pay/classification plan currently in effect. Salary over the maximum of the pay/classification plan will remain at the current rate and will increase only as CPI adjustments permit, unless otherwise approved by the City Council.
- (8) Cost of living increases: Cost of living increases shall be based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period with a three percent (3%) maximum increase, effective October 1 of each fiscal year.
- (9) Miscellaneous: The Deputy City Administrator shall authorize car assignments.
- (10) Fringe Benefits: FLSA Exempt Employees shall receive fringe benefits as those authorized in a given fiscal year by the City Council per the exempt personnel resolution, unless otherwise provided by contract or written

agreement, for the following: Social Security (F.I.C.A.), Idaho Public Employees Retirement System (I.P.E.R.S.), medical, dental, and vision insurance, long term disability insurance and medical savings account.

- (11) Life Insurance: The City will provide life insurance for Exempt Employee and dependants as follows: 1) Exempt Employee life insurance shall be \$50,000; 2) Dependant life insurance, \$1,000; 3) Accidental death and dismemberment insurance, Exempt Employee only, shall be \$50,000.
- (f) Policies and Procedures: All FLSA exempt employees shall follow all established City and Department policies and procedures, unless specifically exempt.

RULE VIII: EMPLOYMENT LISTS

SECTION I. Employment Lists

As soon as possible after the completion of an examination, the Personnel Officer shall prepare and keep available an employment list consisting of the names of candidates who met the qualifying score. Applicants whose general average upon examination is less than the qualifying standard established by the Personnel Officer (except in the case of police, 70% shall be the qualifying standard) shall be excluded from the employment list of candidates, and they shall be considered as having failed.

Successful candidates shall be placed upon the employment list in the order of their general average standing. When two or more have received the same average rating, the first filing his or her application, or, if the examination be for promotion, the first appointed in the department shall have priority.

Candidates may be placed on up to two (2) employment lists at the same time.

SECTION 2.

Employment Lists/Police Department

Employment lists for positions in the police department shall be as follows:

- (a) ~~Current Police Officer employment lists shall expire upon completion of an open recruitment testing process that generates a new eligibility list for hiring purposes. Names and scores on the eligibility list will not from the expired list will not carry over. In no event shall a police Officer employment list~~ remain in effect for more than one (1) two (2) years. An applicant is not eligible to participate in further recruitment testing as long as their name remains on the current eligibility list.
~~(1) — In addition to the City administered recruitment testing process, the Police Chief may accept entry level lateral applicants who are eligible to be certified by the Idaho P.O.S.T. Academy. Qualified applicants complete a testing process and will be appropriately placed on the established eligibility list. When the eligibility list is expired, names and scores will not carry over per the process described in Section “a” of this rule. Once the name has been removed from the list, To be placed on a new list, the applicant must repeat a testing process to be placed on a new list.~~
- (b) Police Promotional employment lists for Sergeants, Lieutenant, and Captain positions shall be in force for two (2) years. After this time, all persons who have not been appointed will be removed therefrom and can only be returned thereto upon regular examination.
- (c) All other police positions employment lists shall remain in effect for one (1) year, unless expired sooner, and may be extended, prior to their expiration dates, by action of the Personnel Officer for additional periods, but in no event shall an employment list remain in effect for more than two (2) years.

CITY COUNCIL STAFF REPORT

DATE: February 20, 2007
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Amended Legal Description for Right-of-Way Vacation V-06-5

DECISION POINT

The City Council must approve the Council Bill that will contain the amended legal description for the r/w vacation that was previously approved in November 2006.

HISTORY

In November 2006 the City Council approved V-06-5, which was the vacation of undeveloped right-of-way adjoining the westerly boundary of Lot 13, Block 2 of the Woodland Estates plat. The metes and bounds description did not meet the closure requirements of the Kootenai County Assessors office, therefore, an amended legal description has been compiled and will be inserted into the amended ordinance.

FINANCIAL ANALYSIS

There is no financial impact to the City.

PERFORMANCE ANALYSIS

Amending the legal description will allow the Kootenai County Assessor's office to assess the adjoining parcel for the vacated r/w.

RECOMMENDATION

Approve the Council Bill with the amended legal description and direct staff to proceed with the recordation at the Kootenai County Courthouse.

COUNCIL BILL NO. 07-1006
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING ORDINANCE NO. 3278 ADOPTED DECEMBER 5, 2006 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION CONTAINED IN SECTION 1 THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

SECTION 1. That the portion of Section 1 of Ordinance No. 3278, describing the vacation of property located within the Woodland Estates Subdivision, be and is hereby amended. Said amended property is described, to wit:

That thirty foot (30') portion of unnamed dedicated right-of-way adjoining the westerly boundary of Lot 13, Block 2, as shown on the plat of Woodland Estates, Recorded in Book "F" of plats, Pages 291/291A.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by the Mayor this 20th day of February, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
AMENDING ORDINANCE NO. 3278 TO CORRECT AN ERROR IN THE LEGAL
DESCRIPTION

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING ORDINANCE NO. 3278 ADOPTED DECEMBER 5, 2006 TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION CONTAINED IN SECTION 1 THEREOF; 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. _____, amending Ordinance No. 3278 to correct an error in the legal description, 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 20th day of February, 2007.

Warren J. Wilson, Deputy City Attorney

STAFF REPORT

DATE: February 15, 2007

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Agreement with North Idaho Centennial Trail Foundation for use of former UP right of way

DECISION POINT: Whether the City should enter into an agreement with the North Idaho Centennial Trail Foundation (NICTF) for the use of the former Union Pacific right of way as a haul road.

HISTORY: NICTF is the owner of the former UP railroad right of way between Beebe Boulevard in Riverstone and Meyer Road. The City needs to use the right of way to haul fill material from the Hawk's Nest subdivision west of Atlas Road to the site of the future Kroc Community Center.

FINANCIAL ANALYSIS: The City will pay NICTF \$500 per month and repair any damage caused by the use of the right of way for the haul road.

PERFORMANCE ANALYSIS: Use of the right of way is the most efficient way to transport materials to the Kroc Community Center site. Use of the right of way will eliminate the need to use City streets for the hauling.

DECISION POINT/RECOMMENDATION: Council should approve the agreement with NICTF for use of the former UP right of way for a haul road.

RESOLUTION NO. 07-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROPERTY USE AGREEMENT WITH THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION FOR THE TRANSFER OF FILL DIRT MATERIAL TO THE KROC CENTER SITE.

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into a Property Use Agreement with the North Idaho Centennial Trail Foundation pursuant to terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "A" 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, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 20th day of February, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROPERTY USE AGREEMENT

The **North Idaho Centennial Trail Foundation** (NICTF) hereby grants permission to the **City of Coeur d'Alene**, hereinafter referred to as the "Permittee", the right to use NICTF's property (formerly owned by Union Pacific Railroad Company) located between Interstate 90 on the south and Huetter Road on the north for a haul road to haul fill material.

This permit is given upon the following terms:

1. This permit is granted solely for the construction, maintenance and use of a temporary haul road to transport fill material. Any expansion of this use must be approved by NICTF.
2. The NICTF shall have the right to terminate this permit at the expiration of 180 days after the date of execution. The parties agree that the permit may be extended beyond 180 days with permission of NICTF and such permission will not be unreasonably denied. Within a reasonable period of time following termination, the Permittee shall return the property to the condition existing before construction and use of the haul road, or better, at the Permittee's cost. Permittee agrees that any materials left on-site shall be deemed quitclaimed to the NICTF and Permittee shall have no claim to such materials and no claim for reimbursement for the value of the same.
3. The Permittee shall hold the NICTF harmless from any liability resulting from the construction, maintenance or use of the property. Permittee further agrees that the property shall be maintained by Permittee in a safe condition so as not to constitute a public hazard. Permittee shall save the NICTF harmless and defend the NICTF from all claims for injury to person or property resulting from Permittee's actions or omissions in the use of the property.
4. During the term of this permit, Permittee agrees to pay NICTF the sum of five hundred dollars (\$500.00) per month for the use of the property. Should the City, its agents, or employees in any manner damage the property or any other improvements in or on the NICTF's property, the Permittee agrees that it will repair the property and that all repairs will be solely the responsibility of Permittee and at Permittee's cost.
5. The Permittee shall comply with all laws affecting the property described herein.
6. This agreement shall be binding on the Permittee, its heirs, assigns and successors in interest. The Permittee shall not assign any interest in this agreement and shall not transfer any interest in the same without the consent of the NICTF.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 20th day of February, 2007.

CITY OF COEUR D'ALENE

**NORTH IDAHO CENTENNIAL
TRAIL FOUNDATION**

Sandi Bloem, Mayor

Matt Snow, Chairman

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of February, 2007, before me a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at:
My commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of February, 2007, before me a Notary Public, personally appeared **Matt Snow**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at:
My commission expires:

RESOLUTION NO. 07-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 1 TO THE ANNEXATION AGREEMENT WITH HAYDEN, LLC.

WHEREAS, pursuant to Resolution No.06-049 adopted the 18th day of July, 2006, the City of Coeur d'Alene entered into an Annexation Agreement with Hayden, LLC; and

WHEREAS, the parties mutually agree to amend the Annexation Agreement as set forth in Amendment No. 1, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby authorizes Amendment No. 1 to the Annexation Agreement with Hayden, LLC in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 amendment on behalf of the City.

DATED this 20th day of February, 2007.

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 EDINGER Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____.

AMENDMENT No. 1
to the
ANNEXATION AGREEMENT BETWEEN
CITY OF COEUR D'ALENE AND HAYDEN L.L.C.

RECORDED AS INSTRUMENT # I 2047901000 ON AUGUST 4, 2006.

WHEREAS, The above parties entered into an Annexation Agreement on July 18th, 2006, adopted pursuant to Resolution No. 06-049, governing the annexation of a certain parcel of real property located south of the Landings Subdivision between Huetter and Atlas Roads into the City of Coeur d'Alene ("City"); and

WHEREAS, The Annexation Agreement calls for Hayden L.L.C. ("Owner") to transfer a specific portion of the annexed property ("park property") to the Coeur d'Alene Parks Foundation, Inc. ("Foundation") to be held for development of a future park by the City; and

WHEREAS, The Annexation Agreement placed limits on the removal of soil from the park property prior to the transfer of title to the Foundation; and

WHEREAS, The City has been awarded a grant for the construction and maintenance of a Ray and Joan Kroc Corps Community Center ("Kroc Center") that is in close proximity to the annexed property; and

WHEREAS, The site selected for the Kroc Center is a former gravel pit that will be reclaimed and filled in a manner that will allow construction of the Kroc Center; and

WHEREAS, Purchasing structural fill material is not a cost effective method of reclaiming the Kroc Center site; and

WHEREAS, Because of the proximity of the park property to the Kroc Center site and because there are no homes currently adjacent to the park property, the park property is ideally situated to serve as a site to excavate structural fill material for filling the Kroc Center site; and

WHEREAS, Parks can be successfully developed on areas filled with nonstructural fill material that is readily available; and

WHEREAS, The Owner desires to assist the City with the reclamation of the Kroc Center site.

THEREFORE, in order to insure that the Kroc Center site is filled in a timely manner, the parties mutually agree to amend the Annexation Agreement as follows:

1. Article V: Parkland Donation:

5.1. Parkland to be dedicated: Owner agrees to donate approximately 7.5 acres of land to the Foundation in the location depicted on Exhibit “C” for use as a public park. The donation shall occur prior to the recordation of the final plat for phase 5.

5.2. License for the City to remove structural fill prior to transfer: Owner hereby grants to the City an irrevocable license to enter onto the park property, as depicted on the approved preliminary plat map for Hawk’s Nest on file in the City’s Planning Department, and to remove sufficient structural fill to reclaim the Kroc Center site. In addition the License allows the City to import fill back onto the park property in order to return it to a condition suitable for the development of a public park.

5.3. City may assign license: Developer specifically agrees that the City may assign the License created by this agreement to a third party so long as the third party agrees in writing to assume the obligations placed on the City by this Article and solely for the purpose of reclaiming the Kroc Center site and returning the park property to a condition suitable for the development of a public park.

5.4. City to refill park property: The City specifically agrees that it will develop and implement a plan to refill the park property in a manner that will render it suitable for development and use as a public park. The City specifically agrees that the park property will be refilled within one year of the commencement of excavation activities at the park site to the approximate pre-existing grades.

5.5. No impact on approved subdivision of property: The City specifically agrees, after review by the City Engineer and City Attorney, that excavating and refilling the park property, as authorized by this Agreement, will not impact the approval of subsequent phases of the approved Hawk’s Nest Subdivision.

5.6. City assumes all liability for excavation and filling of park property: The City agrees that it, or it’s assignee, will be liable for any and all engineering, traffic control, surveying and other services associated with either excavating or refilling the park property. Further the City agrees to indemnify, defend and hold the Owner harmless from all claims arising from the process of excavating and refilling of the park property to the extent allowed by law.

2. No Further Modification of the Annexation Agreement:

The parties agree that the Annexation Agreement, as herein amended, remains in full force and effect and that this amendment to the Annexation Agreement between the parties does not amend or alter any other right or obligation of either party under the Annexation Agreement.

RESOLUTION NO. 07-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT REGARDING REAL ESTATE AND RECREATIONAL FACILITIES & A USER AGREEMENT AND COVENANT REGARDING USE WITH THE COEUR D'ALENE PARKS FOUNDATION.

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into Agreements with the Coeur d' Alene Parks Foundation, for Recreational Use pursuant to terms and conditions set forth in said agreements, a copy of which are attached hereto as Exhibits "1 & 2" 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 agreements; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Agreements, in substantially the forms attached hereto as Exhibits "1&2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 20th day of February, 2007.

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 _____.

**AGREEMENT REGARDING
REAL ESTATE AND RECREATIONAL FACILITIES**

THIS AGREEMENT by and between the City of Coeur d'Alene, Kootenai County, Idaho (the "City") and the Coeur d'Alene Area Parks Foundation ("Parks Foundation") is entered into this 20th day of February, 2007.

WHEREAS, the City is a duly and properly formed municipal entity under and by virtue of the Constitution and Laws of the State of Idaho, governed by a Mayor and City Council;

WHEREAS, the City is empowered and authorized under I.C. 50-303 to create, purchase, operate and maintain recreation and cultural facilities and activities in the City;

WHEREAS, the Parks Foundation is a non-profit corporation formed under and by virtue of the laws of the State of Idaho, governed by a Board of Directors ("Board");

WHEREAS, the Recreation Department of the City has conducted an assessment of recreation opportunities and facilities within the City ("Assessment");

WHEREAS, the Assessment identified a number of areas where the recreation facilities of the City are not sufficient to meet the demand of its citizens;

WHEREAS, the demand for facilities has increased, along with the population of the area, since the completion of the Assessment and there exists today an even larger deficiency in the adequacy of recreational facilities to provide recreational and community activities for residents of the City and the surrounding area;

WHEREAS, the Parks Foundation, whose mission is to facilitate expansion of park and recreation facilities for the community, has committed to assist the City in providing additional facilities for parks and recreational opportunities for the residents of the City and surrounding areas;

WHEREAS, the Parks Foundation is the owner of certain real property identified in Exhibit "A" hereto and incorporated herein by this reference;

WHEREAS, the City owns certain real property which is legally described in Exhibit "B" attached hereto and incorporated herein by this reference;

WHEREAS, the City and Parks Foundation have agreed to exchange the parcels of property which have previously been described in Exhibits "A" and "B", transferring ownership of the property described in Exhibit "A" to the City in exchange for ownership of the property described in Exhibit "B" being vested in the Parks Foundation;

WHEREAS, the parties have previously agreed to the exchange of this real property and such agreement is set forth in a letter dated March 29, 2005 attached hereto as Exhibit "C";

WHEREAS, the City has conducted the appropriate public hearings and made the determinations necessary to accomplish this trade of real property.

WHEREAS, the Board of Directors of the Parks Foundation has also made the appropriate determinations to complete the trade of real property described herein;

WHEREAS, it is proposed that a community recreation center ("Recreation Center") be constructed on the real property described in Exhibit "B" which property will be owned by the Parks Foundation upon completion of the trade of property between the City and the Parks Foundation (the "Recreation Center Site");

WHEREAS, the Recreation Center Site requires significant site work, including filling in the existing pit on the Recreation Center Site;

WHEREAS, the City has agreed to provide financial support for completing the fill of the Recreation Center Site and to provide certain indemnification to the Parks Foundation for such work;

NOW, THEREFORE, the parties agree as follows:

Section 1: Incorporation of Recitals. The recitals set forth herein are hereby incorporated by this reference as though fully set forth in this Agreement.

Section 2: Financial Responsibilities of City. In consideration for the commitments made by the Parks Foundation in an agreement between the Parks Foundation and the City dated February __, 2007, and the commitments contained herein, the City agrees to reimburse the Foundation for any site preparation costs incurred by the Parks Foundation for the preparation of the Recreation Center Site, which is necessary in order to construct the Recreation Center to provide necessary recreation facilities for the residents of the City. In order to facilitate construction of the Recreation Center and in consideration of the recreational opportunities to be provided to residents of the City, the City agrees to provide the Parks Foundation funds that are not otherwise committed, raised and received by the fundraising campaign for the site improvements.

Immediately upon receipt of any invoice for fill for which the Parks Foundation will seek reimbursement, it will remit the same to the City at the address set forth in Section 5. The City shall be responsible to pay or make arrangements relative to the invoice within twenty (20) days of receipt by the City. Funds to pay these invoices shall be deposited in an Escrow Account, as directed by the Foundation. The City agrees to indemnify the Foundation for any obligation incurred in the preparation of the Recreation Center site.

Section 3: Transfer of Real Estate. The appropriate officers of the City and Parks Foundation agree to execute the Deeds, generally in the forms attached hereto and incorporated herein by this reference as Exhibits “D-1” and “D-2”.

The Foundation agrees that if the Recreation Center is not constructed and it should ever sell the real property described in Exhibit “B”, that any “excess proceeds” realized from the sale of the real property shall be applied as follows:

- a) first, to the extent there are “excess proceeds”, to reimbursing the City for all funds expended pursuant to Section 2 herein; and
- b) secondly, if there are any “excess funds” remaining after reimbursing the expenditures referenced in subsection a), to park and recreational improvements in the City.

As contained herein, the term “excess proceeds” means:

The proceeds remaining after deducting the amount established as the value of the real property described in Exhibit “A” at the time it was traded to the City for the real property described in Exhibit “B”.

Nothing contained herein shall prohibit the Parks Foundation from donating the real property to another non-profit entity to construction a recreation facility.

Section 4: Environmental Indemnification.

To the best of City's knowledge the property comprising the Recreation Center Site (the “Property”) is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to the best of City's knowledge, there is no hazardous waste or other substance, including but not limited to those that would be a hazardous substance or toxic substance, as defined under the federal environmental laws and the regulations promulgated thereunder, or under any applicable local or state environmental ordinance, statute, law, rule or regulation, on or in the vicinity of the Property, or on any parcels of land which abut the Property. Further, to the best of City's knowledge, there are no substances or conditions in or on the Property or any other parcels of land which may affect the Property or use thereof which may support a claim or cause of action under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirements. The City has had certain material removed from the site. To the fullest extent allowed by law, the City agrees to indemnify and hold the Parks Foundation harmless from any damage or injury as a result of the violation of any law, ordinance, rule or regulation relating to environmental conditions on the Property.

Environmental Assessments have been previously prepared. The Phase I Environmental Assessment, the Risk Based Corrective Action Assessment and letter from JUB Engineers to the City (including attachments thereto) have been made available to the Parks Foundation.

The City hereby assigns all rights to indemnification it has pursuant to these environmental assessments and Assessments to the Parks Foundation.

Section 5: General Provisions

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the City and the Parks Foundation shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Parks Foundation as set forth below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

(1) The City

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Municipal Corporations Code of the State of Idaho, Title 50, Idaho Code. The mailing address for the City is:

City Clerk
City of Coeur d'Alene
710 East Mullan
Coeur d'Alene, ID 83816-0489

“City,” as used in this Agreement, includes the City of Coeur d'Alene, Idaho, and any assignee of or successor to its rights, powers, and responsibilities.

(2) The Parks Foundation

The Parks Foundation is a not-for-profit corporation under Idaho law and has received a 501(c)3 designation from the Internal Revenue Service. The principal office and mailing address of the Parks Foundation is:

Coeur d'Alene Parks Foundation, Inc.
710 Mullan Avenue
Coeur d'Alene, ID 83814

Wherever the term “Parks Foundation” is used herein, such term shall include the Parks Foundation and any permitted nominee, assignee, or successor in interest as herein provided.

B. Conflicts of Interest

No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly involved, except that membership or volunteer services in the Parks Foundation shall not disqualify any employee or official of the City of Coeur d'Alene from participating in the activities in this Agreement.

C. Warranty Against Payment of Consideration for Agreement

The Parks Foundation warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal cost of conducting business and costs of professional services such as for architects, engineers, and attorneys. The Parks Foundation and City warrant to each other that the money spent under the provisions of this Agreement will not be spent for the establishment or promotion of religious activities.

D. Nonliability of City Officials and Employees

No member, official, or employee of the City shall be personally liable to the Parks Foundation in the event of any default or breach by the City or for any amount which may become due to the Parks Foundation or on any obligation under the terms of this Agreement.

E. Approvals by City and Parks Foundation

Wherever in this Agreement the approval of the City or the Parks Foundation is required, such approval shall not be unreasonably withheld.

F. Attorney Fees

In the event of any action or proceeding at law or in the equity between the Parks Foundation and the City to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, attorney fees shall be included in and as a part of such judgment.

Section 6: Special Provisions

A. Amendments to This Agreement

The Parks Foundation and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, or third parties to whom some or all of this Agreement might be assigned, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Good Faith and Cooperation

It is agreed by the City and the Parks Foundation that it is in their mutual best interests and in the best interest of the public that the Recreation Center be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

C. Severability

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

D. Headings

The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

E. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

Section 7: Entire Agreement, Contracts, Waivers, and Amendments

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Parks Foundation and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Parks Foundation.

The City and Parks Foundation also expect to enter into another agreement at about the time this Agreement is executed. Such agreement will deal with the use of the Recreation Center to be constructed on the real property. That agreement will control on those issues.

Dated this 20th day of February, 2007.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

APPROVED AS TO FORM

Michael C. Gridley, City Attorney

COEUR D'ALENE PARKS
FOUNDATION

By _____
Its: _____

ATTEST:

By: _____
Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of February, 2007 before me, _____, the undersigned notary public in and for said county and state, personally appeared **Sandi Bloem**, known or identified to me to be the Mayor, and **Susan K. Weathers**, known or identified to me to be the City Clerk, respectively, of the CITY OF COEUR D'ALENE, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that they executed the same on behalf of said City of Coeur d'Alene for the purposes herein contained.

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

NOTARY PUBLIC for the State of _____

[Print name]
My appointment expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of February, 2007 before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the _____, and _____, known or identified to me to be the Secretary, respectively, of the COEUR D'ALENE PARKS FOUNDATION, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that they executed the same on behalf of said Foundation for the purposes herein contained.

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

NOTARY PUBLIC for the State of _____

[Print name]
My appointment expires: _____

INDEX OF EXHIBITS

- A. Legal description of property owned by Foundation (to go to City)
- B. Legal description of property owned by City (to go to Foundation)
- C. Letter of agreement between the City and the Foundation to exchange property
- D-1 & D-2. Forms of the Deeds from the Foundation and the City to accomplish the transfer of real property

City Attorney
City of Coeur d'Alene
710 East Mullan
Coeur d'Alene, ID. 83816-0489

USER AGREEMENT AND COVENANT REGARDING USE

This User Agreement and Covenant Regarding Use (the "Agreement") entered into as of this 20th day of February, 2007, by and between the City of Coeur d'Alene, Kootenai County, Idaho (the "City") and the Coeur d'Alene Parks Foundation, Inc., an Idaho non-profit organization (the "Parks Foundation"):

RECITALS

WHEREAS, the City is a duly and properly formed municipal corporation under and by virtue of the constitution and laws of the state of Idaho;

WHEREAS, the Parks Foundation is a duly and properly formed non-profit corporation under the laws of the state of Idaho and has designation as a 501(C)-3 organization from the Internal Revenue Service;

WHEREAS, the City and the surrounding urban area in Kootenai County, Idaho have experienced significant population growth in the last seven (7) years, with population increasing by seventeen percent (17%) in that time;

WHEREAS, this population growth involves an increase of nearly twenty percent (20%) of persons in the ages of pre-school through age twenty-one (21) and there is an increased shortage of recreational opportunities for these young people and people of all ages in the City and for the urban population which resides in and around the boundaries of the City;

WHEREAS, the City Recreation Department ("Department") conducted an assessment of recreation needs and facilities in the area available to meet those needs and has identified a number of areas where additional recreational opportunities and facilities are desirable for the citizens of the City and surrounding area, which assessment is attached hereto as Exhibit "A" ("Assessment");

WHEREAS, the Department believes that these needs will only increase as the community grows;

WHEREAS, consistent with its mission of increasing facilities for recreational use in the community, the Parks Foundation is taking the lead for the community in the development of a site for use as a recreational and community facility for the City and region;

WHEREAS, the Parks Foundation and the City have arranged for a trade of real property to facilitate the construction of Recreational Facilities which are described generally in Exhibit “B” attached hereto (the “Recreational Facilities”);

WHEREAS, the Parks Foundation is seeking contribution of funds and materials from private individuals and entities and from governmental entities including the City, Kootenai County and the State of Idaho;

WHEREAS, the City wishes to support the successful construction of the Recreational Facilities in order to facilitate increased recreational opportunities and the construction of a community center for the residents of the City and surrounding community;

WHEREAS, the Parks Foundation is willing to provide certain representations regarding the uses of and in the Recreational Facilities in an agreement which such agreement could be assigned to another entity;

WHEREAS, the parties acknowledge that an Advisory Board (“Board”) has been formed which includes representatives of the City in order to ensure that any financial and other investment of the City is honored and that the needs of the community are met; and

WHEREAS, the Parks Foundation and the City pledge to work together with other organizations, public and private, consistent with the terms of this Use Agreement to construct the Recreational Facilities;

NOW, THEREFORE THE CITY AND THE PARKS FOUNDATION AGREE AS FOLLOWS:

Section 1: FINDINGS REGARDING COMMUNITY NEED, USE AND ACCESS.

The City and the Parks Foundation accept the conclusion of the Assessment that more recreational opportunities and therefore facilities are needed in the City.

The City and the Parks Foundation have mutual interests in providing recreation, wellness, and education opportunities for people of all ages. This Agreement is intended to assist in and facilitate accomplishment of the following goals:

- (1) To provide a multipurpose aquatic and indoor recreation and community fitness facility to meet the growing Coeur d’Alene community and surrounding region;
- (2) To ensure that people of all ages and economic levels are provided with the opportunity to enjoy and have access to a broad range of recreational programs and services provided at the Recreational Facilities;
- (3) To ensure that the Recreational Facilities are a key component of a comprehensive well-planned recreation and community program;

- (4) To ensure that the operation of the Recreational Facilities is performed in a manner that allows for maximum access to and use of the Recreational Facilities; and
- (5) To cooperate and work together for the use of the Recreational Facilities for the purpose of providing programs and facilities available to the residents of the Coeur d'Alene community and surrounding region.
- (6) To integrate the recreational programming of the City into the Recreational Facilities by facilitating coordination and cooperation.

The operation of Recreational Facilities by the Parks Foundation or its successor in interest with the commitments contained herein is in the best interests of the City and the health and welfare of its residents and is in accord with the public purposes of applicable federal, state, and local laws and regulations.

The Recreational Facilities shall be managed and operated as a not-for-profit institution available to the general public without unlawful discrimination.

Both parties acknowledge that this Agreement is of mutual benefit and therefore pledge their cooperation in establishing policies for continued access to the community at large directly and with and through other entities who are or may become involved in the Recreational Facilities.

Both parties acknowledge that the Recreational Facilities will be part of a building complex that will be owned and operated by a successor in interest to the Parks Foundation, and that portions of the building complex will be dedicated to uses that are unrelated to the Recreational Facilities. Both parties further acknowledge that the successor in interest to the Parks Foundation intends to operate a community center that will have multiple uses, including spiritual, educational, and administrative uses. This Agreement shall only apply to the Recreational Facilities, which are depicted on the floor plan which is attached hereto as Exhibit C. Those portions of the building complex which lie outside of the physical areas occupied by the Recreational Facilities are not bound by or affected by this Agreement.

Both parties acknowledge that the right to enforce this agreement shall be exclusive to the City and not to citizens at large. This agreement shall not afford a cause of action or right of enforcement, or create any third party beneficiary status in any other party.

Section 2: OPERATION OF THE RECREATIONAL FACILITIES

The Recreational Facilities will be managed in an economical, and businesslike manner. The activities that can be conducted in the Recreational Facilities are shown in Exhibit "B" attached hereto. The operator of the Recreational Facilities agrees to put forth its best efforts to accomplish a recreational program that benefits the citizens of the City and the surrounding community. The City acknowledges that over time the needs of the community and/or the ability of the operator of the Recreational Facilities may change. The Parks

Foundation and its successor shall retain the ability to determine the program to be offered at the Recreational Facilities.

The City shall designate a representative that will work with the operator of the Recreational Facilities to coordinate use for and by City sponsored programs. All parties recognize that there is a finite amount of space available in the Recreational Facilities when compared with the need for such facilities. The City, through its designated representative, will provide input to the operator of the Recreational Facilities on use, but the parties recognize that the Foundation or its successor in interest shall have final control of the scheduling of the Recreational Facilities.

The Board will provide advice on and assistance relative to the operation of the Recreational Facilities. Among other issues, the Board will develop and implement a plan that insures no one is turned away from use of the Recreational Facilities based on need.

Section 3: USE OF THE RECREATIONAL FACILITIES

A. Uses and Covenant

The Parks Foundation covenants and agrees for itself, its successors, its assigns, and every successor in interest that during the term of this Agreement, the Recreational Facilities is dedicated for use as a recreation, aquatic and community center, including parking improvements, and other related uses as described in Exhibit "B". The foregoing covenant shall run with the land and shall last for a period of twenty-five (25) years. Such use restriction shall not be deemed to prevent or prohibit any lender from obtaining a security interest in the Recreational Facilities or any portion thereof by way of deed of trust, mortgage, or otherwise and shall not prevent any such lender which after default or foreclosure or upon deed in lieu of foreclosure from acquiring ownership and possession of such property or any portion thereof.

B. Obligation to Refrain From Discrimination

The Parks Foundation covenants by and for itself and any successors in interest that it shall not discriminate in any unlawful way in the use, occupancy, tenure, or enjoyment of the Recreational Facilities. The foregoing covenants shall run with the land and shall remain in effect for a period of twenty-five (25) years.

C. Assignment.

The City agrees that this Agreement may be assigned to a non-profit corporation. Nothing contained herein would prohibit that non-profit corporation from being a religious entity or having a religious affiliation. However, no user of the Recreational Facilities depicted in Exhibit "C" shall be subject to or obligated to engage in any religious or spiritual activity as prerequisite for access to or use of the Recreational Facilities.

Section 4: GENERAL PROVISIONS

A. Notices, Demands, and Communications Between the Parties

Formal notices, demands, and communications between the City and the Parks Foundation shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Parks Foundation as set forth below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail.

1. The City

The City is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Municipal Corporations Code of the State of Idaho, Title 50, Idaho Code. The mailing address for the City is:

City Clerk
City of Coeur d'Alene
710 East Mullan
Coeur d'Alene, ID 83816-0489.

“City,” as used in this Agreement, includes the City of Coeur d'Alene, Idaho, and any assignee of or successor to its rights, powers, and responsibilities.

2. The Parks Foundation

The Parks Foundation is a non-for-profit corporation under Idaho law and has received a 501(c)3 designation from the Internal Revenue Service. The principal office of the Parks Foundation is:

President, Board of Directors
Coeur d'Alene Parks Foundation, Inc.
710 Mullan Avenue
Coeur d'Alene, ID 83814

Wherever the term “Parks Foundation” is used herein, such term shall include the Parks Foundation and any permitted nominee, assignee, or successor in interest as herein provided.

B. Conflicts of Interest

No member, official, or employee of the City or the Foundation shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly involved, except that membership or volunteer services in the Parks Foundation shall

not disqualify any employee or official of the City of Coeur d'Alene from participating in the activities in this Agreement.

C. Warranty Against Payment of Consideration for Agreement

The Parks Foundation warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement other than normal cost of conducting business and costs of professional services such as for architects, engineers, and attorneys.

D. Nonliability of City Officials and Employees

No member, official, or employee of the City shall be personally liable to the Parks Foundation in the event of any default or breach by the City or for any amount which may become due to the Parks Foundation or on any obligation under the terms of this Agreement.

E. Approvals by City and Parks Foundation

Wherever in this Agreement the approval of the City or the Parks Foundation is required, such approval shall not be unreasonably withheld.

F. Attorney Fees

In the event of any action or proceeding at law or in the equity between the Parks Foundation and the City to enforce any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing party and costs and fees incurred on appeal, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, attorney fees shall be included in and as a part of such judgment.

Section 5: SPECIAL PROVISIONS

A. Amendments to This Agreement

The Parks Foundation and the City agree to mutually consider reasonable requests for amendments to this Agreement and any attachments hereto, which may be made by any of the parties hereto, or third parties to whom some or all of this Agreement might be assigned, provided such requests are consistent with this Agreement and such attachments and would not substantially alter the basic business terms included herein or therein.

B. Memorandum of Agreement and Recording

It is agreed by both of the parties that this Agreement shall not be recorded in Kootenai County, Idaho. However, it is further agreed by both the City and the Parks Foundation that, in lieu of this entire Agreement, a Memorandum of Agreement (in the form as attached hereto as

Exhibit “D” may be prepared and by recorded in the records of Kootenai County, Idaho. All covenants and conditions set forth herein shall be appurtenant and shall run with the land and shall be binding upon the Parks Foundation heirs, successors, and assigns. The memorandum or short form of agreement shall be recorded within ten (10) days of the effective date of this Agreement or at such time as the parties hereto may agree.

C. Good Faith and Cooperation

It is agreed by the City and the Parks Foundation that it is in their mutual best interests and in the best interest of the public that the Recreational Facilities be operated and managed as herein agreed, and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms, covenants, and conditions of this Agreement and shall deal fairly with each other.

D. Severability

In case any one (1) or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

E. Headings

The sections headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

F. Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and by their respective successors in interest.

G. Not a Lease

The parties acknowledge that this Agreement does not constitute a lease of the location, and City assumes no responsibility for taxes, repairs, or upkeep of the Recreational Facilities.

Section 6: ENTIRE AGREEMENT, CONTRACTS, WAIVERS, AND AMENDMENTS

This Agreement may be executed in any number of counterparts, and once so executed by all parties thereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Parks Foundation and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Parks Foundation.

The City and Parks Foundation also expect to enter into another agreement at about the time this Agreement is executed. Such agreement will deal with real property, trade, financing of site improvements and indemnification issues. That agreement will control on those issues.

Dated this 20th day of February, 2007.

CITY OF COEUR D'ALENE

ATTEST:

Sandi Bloem, Mayor

Susan Weathers, City Clerk

APPROVED AS TO FORM:

Michael C. Gridley, City Attorney

COEUR D'ALENE PARKS FOUNDATION

ATTEST:

By _____
Its _____

By: _____
Secretary

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of February, 2007, before me, _____, the undersigned notary public in and for said county and state, personally appeared **Sandi Bloem**, known or identified to me to be the Mayor, and **Susan K. Weathers**, known or identified to me to be the City Clerk, respectively, of the CITY OF COEUR D'ALENE, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that they executed the same on behalf of said City for the purposes herein contained.

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

NOTARY PUBLIC for the State of Idaho

[Print name]
My appointment expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2007 before me, _____, the undersigned notary public in and for said county and state, personally appeared _____, known or identified to me to be the _____ and _____ of the COEUR D'ALENE PARKS FOUNDATION, the public body, corporate and politic, that executed the within instrument, and acknowledged to me that they executed the same on behalf of said Foundation for the purposes herein contained.

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

NOTARY PUBLIC for the State of _____

[Print name]
My appointment expires: _____

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PUBLIC HEARINGS

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: February 20, 2007

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

SUBJECT: Exchange of Kroc Site for Landings Property

DECISION POINT:

Approve the exchange of a parcel of City owned property ("Kroc site") for a parcel of property owned by the Coeur d'Alene Parks Foundation ("Landings site").

HISTORY:

In March 2005 the City Council passed a resolution indicating that if the City was awarded a Kroc Foundation grant for the construction of a community center, that the City, after meeting all of the legal requirements, would exchange the Kroc site for another parcel of property of like value. The Landings site was identified through this process as the parcel the City would accept in exchange. The Kroc site is approximately 12.25 acres in size and was appraised at approximately \$967,000.00. The Landings site is approximately 9 acres in size and was appraised at \$975,000.00.

FINANCIAL ANALYSIS:

As can be seen above, the properties are essentially equal in value. As such, there is no significant financial impact to the City by completing the exchange.

PERFORMANCE ANALYSIS/QUALITY OF LIFE ANALYSIS:

Completion of the proposed property exchange will allow the Foundation to transfer the Kroc site to the Salvation Army for development of a Kroc Community Center that will benefit residents of the City as well as residents of the surrounding communities. In exchange, the Landings site will become City property. This will allow the City to move forward with development of this site as a public park, which will also benefit the citizens of the City. The City has some underground utility structures on the Kroc site to service the adjacent City park. As part of the transfer the City will require that an easement be retained on the Kroc site to allow those utilities to remain in place.

DECISION POINT/RECOMMENDATION:

Approve the exchange of a parcel of City owned property ("Kroc site") for a parcel of property owned by the Coeur d'Alene Parks Foundation ("Landings site").

**CITY COUNCIL
STAFF REPORT**

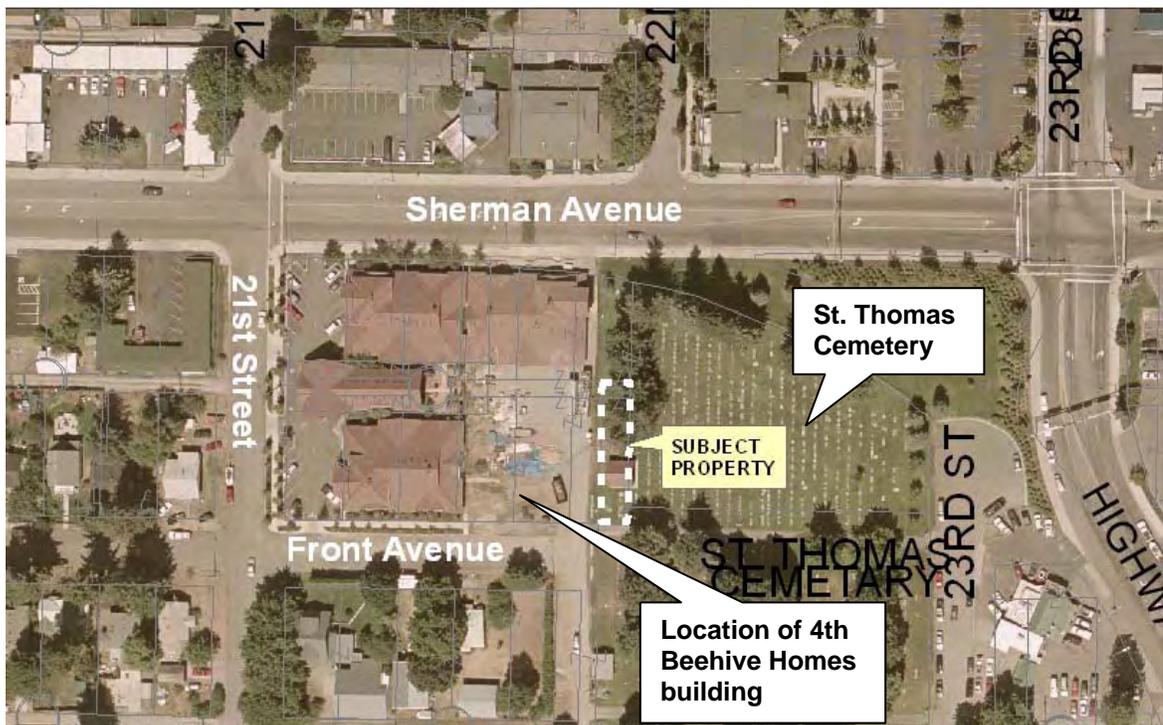
FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER
DATE: FEBRUARY 20, 2007
SUBJECT: ZC-1-07 – ZONE CHANGE FROM R-17 TO C-17L
LOCATION: +/- 2,800 SQ. FT. PARCEL ADJACENT TO ST. THOMAS CEMETERY AND BEEHIVE HOMES.

DECISION POINT:

Beehive Homes is requesting a zone change from R-17 (residential at 17 units per gross acre) to C-17L (Commercial Limited at 17 units/acre). The proposed zone change is on property that is part of St. Thomas Cemetery and is requested in order to allow the fourth Bee Hive Homes building proposed to be built next to this parcel to be built closer to the property line than 10 feet. If the subject property remains R-17, the building set back for the building would be 10 feet. If the subject property is re-zoned to C-17L, the building setback would be zero feet. The zoning on the cemetery parcel adjoining the subject parcel to the north is C-17.

SITE PHOTOS:

- A. Aerial photo



B. Subject property on east side of fence running north (24 feet wide by 120 feet long)

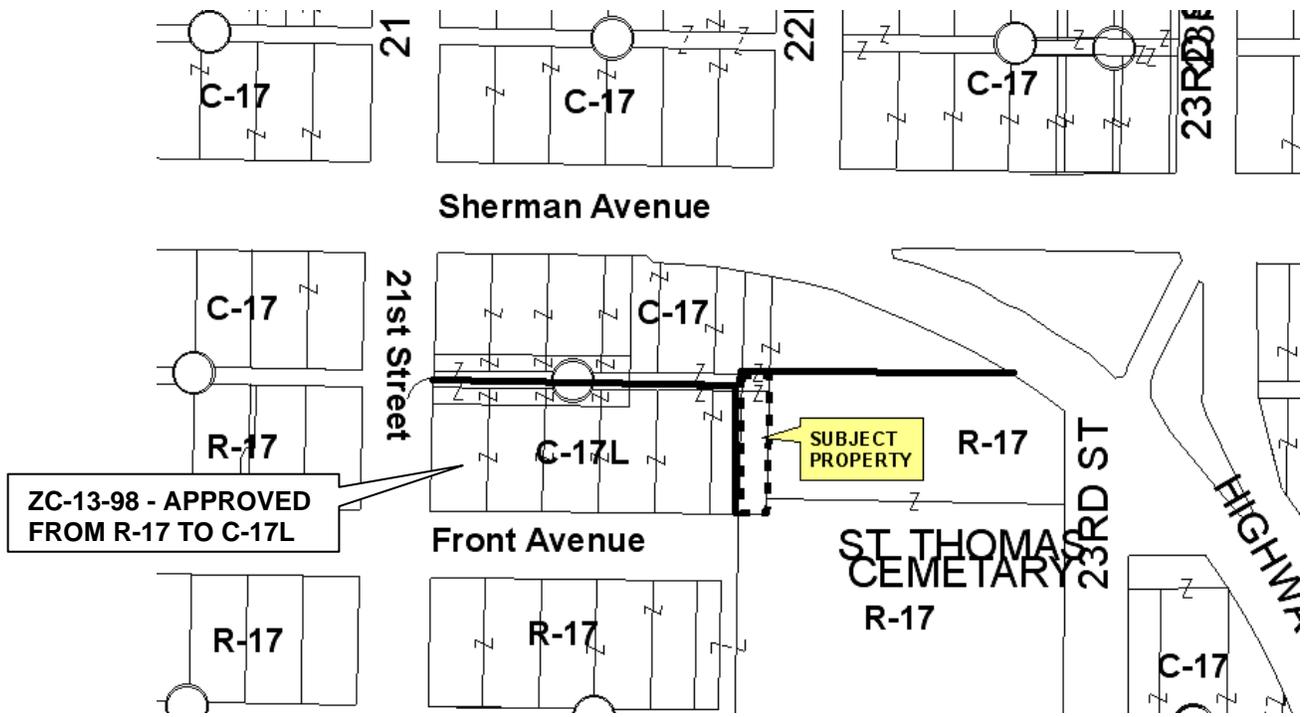


B. Looking at subject property from Sherman Avenue.

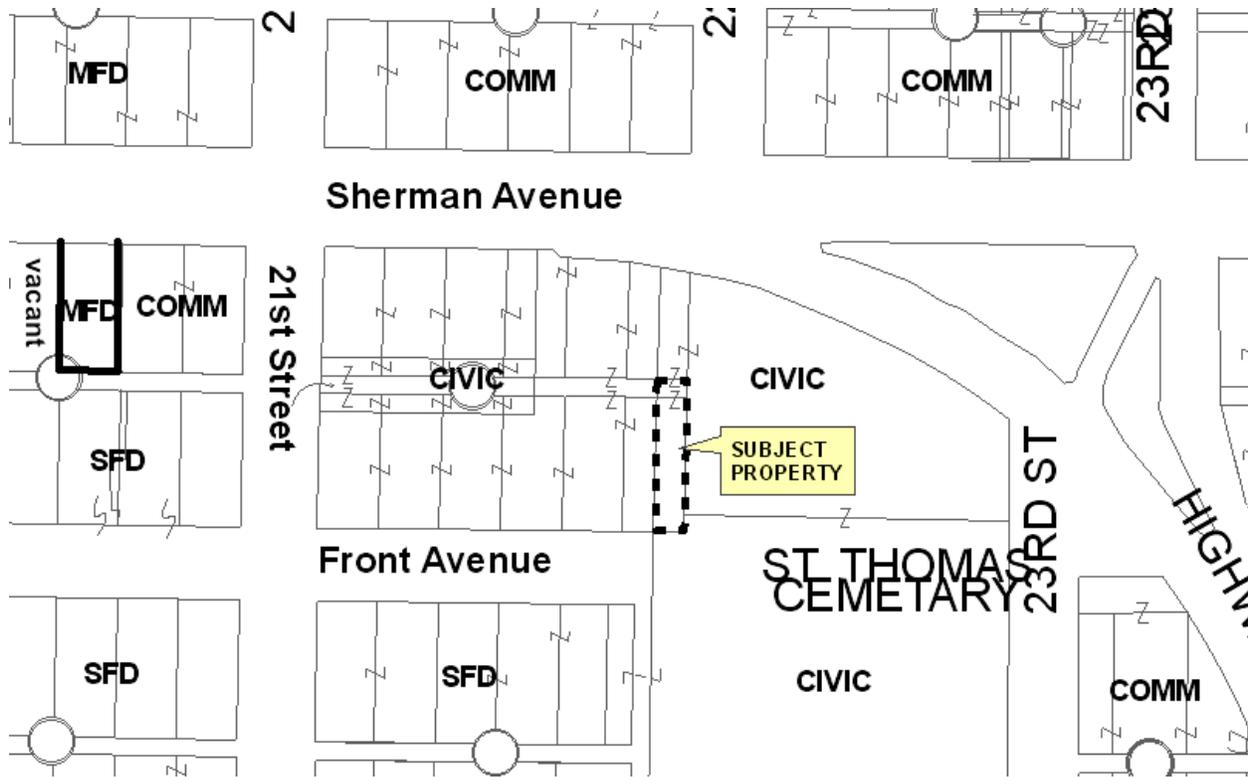


GENERAL INFORMATION:

A. Zoning:



B. Generalized land use pattern:



C. Applicant: Beehive Homes
2100 East Sherman Avenue
Coeur d'Alene, ID 83814

E. Owner: Roman Catholic Diocese of Boise
303 Federal Way
Boise, ID 83705

- F. All property owners have consented to this request
- G. Land uses in the area include residential - single-family and multi-family, commercial – retail sales and service, civic and vacant land.
- H. The subject property is a portion of the St. Thomas Cemetery.
- I. Previous actions in the surrounding area
 - 1. ZC-13-98 - Zone Change from R-17 to C-17L approved by City Council.
- J. The Planning Commission heard ZC-1-07 on January 9, 2007, and approved it by a 5-0 vote.

PERFORMANCE ANALYSIS:

- A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial service uses on a parcel that now only allows residential and civic uses.

The C-17L District is intended as a low density commercial and residential mix district. This District permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 District and limited service commercial businesses whose primary emphasis is on providing a personal service.

This District is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.

Principal permitted uses:

Single-family detached housing (as specified by the R-8 District).
Duplex housing (as specified by the R-12 District).
Cluster housing (as specified by the R-17 District).
Multiple-family (as specified by the R-17 District).
Home occupation.
Community education.
Essential service.
Community assembly.
Religious assembly.
Public recreation.
Neighborhood recreation.
Automobile parking when serving an adjacent business or apartments.
Hospitals/health care.
Professional offices.
Administrative offices.
Banks and financial establishments.
Personal service establishment.
Group dwelling-detached housing.
Handicapped or minimal care facility.
Child care facility.
Juvenile offenders facility.
Boarding house.
Nursing/convalescent/rest homes for the aged.
Rehabilitative facility.
Commercial film production.

Uses permitted by special use permit:

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

The zoning and land use patterns (See page 2) indicate that the majority of the parcels along this portion of the Government Way corridor are either zoned commercial or used for non-residential uses indicating the transition from residential use to commercial use is well

established. This lot, however, is the first interior lot with no frontage on Government Way to be proposed for C-17L zoning

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

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

The subject property is within the existing city limits.

The City's Comprehensive Plan designates this area as Stable Established, as follows:

Stable Established Areas:

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

In reviewing all projects, the following should be considered:

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

Significant policies for consideration:

4C: "New growth should enhance the quality and character of existing areas and the general community."

6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."

15G: "City government should be responsive to the needs and desires of the citizenry."

42A: "The physical development of Coeur d'Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens

42A2: "Property rights of citizens should be protected in land use decisions."

51A: "Protect and preserve neighborhoods both old and new."

51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."

62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

Evaluation: The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request.

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

WATER:

New mains, fire hydrants and services have been recently installed to provide service to the beehive homes. The property in question will not require any further services.

Submitted by Terry Pickel, Assistant Water Superintendent

SEWER:

No comment, no sewer impact or change noted.

Submitted by Don Keil, Assistant Wastewater Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Any stormwater issues will be addressed at the time of building permit submittal on the subject property.

TRAFFIC:

Traffic issues were addressed at the time of the initial development of the subject property.

Evaluation: The subject property and facility are situated adjacent to local signalized intersections Sherman Avenue with the 3-lane center turn lane section, and I-90. Adjacent and/or connecting streets will accommodate the generated traffic volume.

STREETS:

The proposed subdivision is bordered by Sherman Avenue, 21st Street and Front Street. The current right-of-way widths meet City standards.

Evaluation: No alterations to the roadway sections will be required.

APPLICABLE CODES AND POLICIES:

STREETS

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

STORMWATER

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

Submitted by CHRIS BATES, ENGINEERING PROJECT MANAGER

FIRE:

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

Submitted by Dan Cochran, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is flat with no physical constraints.

Evaluation: There are no physical limitations to future development.

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

The zone change is requested in order to allow the fourth Bee Hive Homes building proposed to be built next to this parcel to be built closer than 10 feet from the property line. If the subject property remains R-17, the building set back for the building would be 10 feet. If the subject property is re-zoned to C-17L, the building setback would be zero feet.

Evaluation: The City Council must determine what affect the proposed zone change will have on the surrounding area.

F. Proposed conditions:

None proposed.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

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

Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

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

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

PROPERTY INFORMATION

- 1. Gross area: (all land involved): 0.064 acres, and/or ±2800 sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 0.064 acres, and/or ±2800 sq. ft.
- 3. Total length of streets included: N/A ft., and/or N/A miles.
- 4. Total number of lots included: 1
- 5. Average lot size included: _____
- 6. Existing land use: CEMETARY
- 7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
C-17 C-17L C-34 LM M
- 8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
C-17 C-17L C-34 LM M

JUSTIFICATION

Proposed Activity Group; USE OF PROPERTY WILL NOT CHANGE

Please use this space to state the reason(s) for the requested zone change.

Appropriate Comprehensive Plan goals and policies should be included in your reasons.

PURPOSE OF RE-ZONE IS FOR ADJACENT PROPERTY OWNER
(TO WEST) TO ACHIEVE A ZERO LOT LINE SETBACK IN LIEU OF
THE CURRENT 10'-0" SETBACK. THIS ZONE CHANGE WILL ASSIST
IN THE CONTINUATION OF THE CURRENT CONSTRUCTION PROJECTS.

Applicant: Beehive Homes
Location: 2100 Sherman Avenue
Request: A proposed zone change from R-17 (Residential at 17 Units/acre) to C-17L (Commercial Limited at 17 units/acre) QUASI-JUDICIAL (ZC-1-07)

Associate Planner Stamosos presented the staff report, gave the mailing tally as 0 in favor, 0 opposed, and 3 neutral and answered questions from the Commission.

Commissioner Souza inquired if Beehive Homes is considered a civic use.

Associate Planner Stamosos concurred that it is.

Commissioner Bowlby inquired if staff is concerned with the zoning of this property, currently owned by the Catholic Church.

Deputy City Attorney Wilson commented that staff does not see any problems with this request since the church signed the application giving their authority.

Public testimony open.

Gary Graham, 604 S. Canal Street, Coeur d'Alene, commented that they love Coeur d'Alene and how staff has been great to work with in the past. He explained that they plan to add various water features to the property including a barbecue to be used by the residents and staff. He commented that from listening to previous testimony from the couple requesting the adult day care, he understands the special needs for the care of Alzheimer's patients and appreciates their efforts to provide that service.

Motion by Bowlby, seconded by Souza, to approve Item ZC-1-07. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner George	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Rasor	Voted	Aye
Commissioner Souza	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

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

A. INTRODUCTION

This matter having come before the Planning Commission on January 9, 2007, and there being present a person requesting approval of ITEM ZC-1-07, a request for a zone change from R-17 (residential at 17 units per gross acre) to C-17L (Commercial Limited at 17 units/acre).

LOCATION: +/- 2,800 sq. ft. parcel adjacent to St. Thomas Cemetery and Beehive Homes.

APPLICANT: Beehive Homes

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

- B1. That the existing land uses are residential - single-family and multi-family, commercial - retail sales and service, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established,
- B3. That the zoning is R-17 (residential at 17 units per gross acre)
- B4. That the notice of public hearing was published on December 23, 2006, and January 2, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on January 1, 2007, which fulfills the proper legal requirement.
- B6. That 53 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on December 22, 2006, and 3 responses were received: 0 in favor, 0 opposed, and 3 neutral.
- B7. That public testimony was heard on January 9, 2007 with the applicant, Gary Graham describing the request and answering questions from the commission.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."

Sherman Avenue is a busy street and this use is compatible with the neighborhood.
 - 15G: "City government should be responsive to the needs and desires of the citizenry."

All issues between the applicant and the City regarding the setback issue that will allow the construction of the fourth building have been resolved with the approval of this zone change.

42A: "The physical development of Coeur d'Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens

This is a worthwhile project that has been accommodated with all issues resolved and all parties satisfied with the outcome.

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

All services are available and adequate.

B10. That the physical characteristics of the site do make it suitable for the request at this time because there are no topographical constraints.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the requested zoning is compatible with the neighborhood.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of BEEHIVE HOMES for a zone change, as described in the application should be approved.

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

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner George	Voted Aye
Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye
Commissioner Souza	Voted Aye

Commissioner Jordan was absent.

Motion to approve carried by a 5 to 0 vote.


CHAIRMAN JOHN BRUNING

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

A. INTRODUCTION

This matter having come before the City Council on February 20, 2007, and there being present a person requesting approval of ITEM ZC-1-07, a request for a zone change from R-17 (residential at 17 units per gross acre) to C-17L (Commercial Limited at 17 units/acre).

LOCATION: +/- 2,800 sq. ft. parcel adjacent to St. Thomas Cemetery and Beehive Homes.

APPLICANT: Beehive Homes

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

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

- B1. That the existing land uses are residential - single-family and multi-family, commercial – retail sales and service, civic and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established,
- B3. That the zoning is R-17 (residential at 17 units per gross acre)
- B4. That the notice of public hearing was published on February 3, 2007, and February 13, 2007, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on February 7, 2007, which fulfills the proper legal requirement.
- B6. That 53 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on _____ and _____ responses were received: _____ in favor, _____ opposed, and _____ neutral.
- B7. That public testimony was heard on February 20, 2007.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

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

Criteria to consider for B9:

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

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

Criteria to consider for B10:

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

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

Criteria to consider for B11:

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

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **BEEHIVE HOMES** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

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

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Wolfinger	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2007	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$159,272	\$54,621	34%
	Services/Supplies	32,250	3,679	11%
Administration	Personnel Services	432,434	142,045	33%
	Services/Supplies	51,988	14,724	28%
Finance	Personnel Services	559,360	169,598	30%
	Services/Supplies	123,577	70,508	57%
Municipal Services	Personnel Services	628,167	211,347	34%
	Services/Supplies	417,560	171,265	41%
	Capital Outlay			
Human Resources	Personnel Services	179,426	62,526	35%
	Services/Supplies	52,552	4,254	8%
Legal	Personnel Services	996,154	342,391	34%
	Services/Supplies	86,461	28,082	32%
	Capital Outlay			
Planning	Personnel Services	444,304	150,609	34%
	Services/Supplies	77,000	10,952	14%
Building Maintenance	Personnel Services	193,815	49,292	25%
	Services/Supplies	209,000	42,237	20%
	Capital Outlay			
Police	Personnel Services	7,073,406	2,469,409	35%
	Services/Supplies	558,508	168,619	30%
	Capital Outlay	220,994	10,898	5%
Fire	Personnel Services	4,837,284	1,704,956	35%
	Services/Supplies	371,774	112,843	30%
	Capital Outlay			
General Government	Personnel Services	49,649	1,564	3%
	Services/Supplies	126,982	126,982	100%
Byrne Grant (Federal)	Services/Supplies	77,303	17,620	23%
COPS Grant	Services/Supplies	154,241	50,455	33%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	10,936	45%
	Capital Outlay			
US Streets	Personnel Services	1,686,466	515,264	31%
	Services/Supplies	483,126	128,951	27%
	Capital Outlay	340,000	9,430	3%
Growth Services	Personnel Services	544,329	111,367	20%
	Services/Supplies	653,500	12,767	2%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
31-Jan-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2007	PERCENT EXPENDED
Parks	Personnel Services	981,686	255,215	26%
	Services/Supplies	344,450	53,276	15%
	Capital Outlay	89,000	275	0%
Recreation	Personnel Services	530,273	152,687	29%
	Services/Supplies	160,400	80,297	50%
	Capital Outlay	36,500	33,099	91%
Building Inspection	Personnel Services	751,928	239,209	32%
	Services/Supplies	40,650	19,923	49%
Total General Fund		<u>24,779,909</u>	<u>7,814,172</u>	<u>32%</u>
Library	Personnel Services	786,169	246,539	31%
	Services/Supplies	139,205	42,835	31%
	Capital Outlay	51,000	10,276	20%
Cemetery	Personnel Services	155,252	45,835	30%
	Services/Supplies	103,230	23,730	23%
	Capital Outlay	42,000		
Impact Fees	Services/Supplies	2,014,920	645,000	32%
Annexation Fees	Services/Supplies	100,000	100,000	100%
Parks Capital Improvements	Capital Outlay	443,259	30,505	7%
Insurance	Services/Supplies	295,500	8,076	3%
Total Special Revenue		<u>4,130,535</u>	<u>1,152,796</u>	<u>28%</u>
Debt Service Fund		<u>2,537,634</u>	<u>283,899</u>	<u>11%</u>
Ramsey Road	Capital Outlay	1,660,200	1,811	0%
Govt Way	Capital Outlay		6,925	
Atlas Signals	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay	200,000	330,131	165%
4th St - Anton to Timber	Capital Outlay		2,818	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	823,000	1,170	0%
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay	200,000	250,481	125%
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		1,131,897	
Fire Dept GO Bond Expenditure	Capital Outlay		410,141	
Total Capital Projects Funds		<u>2,883,200</u>	<u>2,135,374</u>	<u>74%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
31-Jan-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2007	PERCENT EXPENDED
Street Lights	Services/Supplies	505,592	140,865	28%
Water	Personnel Services	1,174,554	371,552	32%
	Services/Supplies	2,817,514	323,569	11%
	Capital Outlay	2,961,000	1,531,684	52%
	Debt Service	338,000	16,005	5%
Water Capitalization Fees	Services/Supplies	1,160,000		
Wastewater	Personnel Services	1,791,255	557,212	31%
	Services/Supplies	3,307,741	413,796	13%
	Capital Outlay	5,388,114	1,454,305	27%
	Debt Service	417,850		
WW Capitalization	Services/Supplies	1,293,611		
Sanitation	Services/Supplies	2,806,353	692,774	25%
Public Parking	Services/Supplies	160,132	62,383	39%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	341,865	106,068	31%
	Services/Supplies	506,603	122,384	24%
	Capital Outlay	500,000	3,973	1%
Total Enterprise Funds		25,470,184	5,796,570	23%
Kootenai County Solid Waste			524,885	
Police Retirement		242,150	79,431	33%
Cemetery Perpetual Care		101,500	25,273	25%
Jewett House		29,038	5,143	18%
Reforestation		54,000	4,107	8%
CdA Arts Commission		4,600	365	8%
Public Art Fund		100,000	877	1%
Public Art Fund - LCDC		60,000	2,500	4%
Public Art Fund - Maintenance		1,000	118	12%
Fort Sherman Playground		2,000	198	10%
KMPO		190,400	95,270	50%
Business Improvement District		126,000	30,000	24%
Homeless Trust Fund		5,000	866	17%
Total Trust & Agency		915,688	769,033	84%
TOTALS:		\$60,717,150	\$17,951,844	30%