



# Coeur d'Alene

## CITY COUNCIL MEETING

*April 15, 2008*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

**Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy**

# CONSENT CALENDAR

**A SPECIAL MEETING OF THE COEUR D'ALENE  
CITY COUCNIL WITH THE  
LAKE CITY DEVELOPMENT CORPORATION  
HELD IN THE LIBRARY COMMUNITY ROOM  
MARCH 26, 2008 AT 11:30 A.M.**

The City Council met in a special meeting with the members of the Lake City Development (LCDC) on March 26, 2008 at 11:30 a.m. there being present a quorum upon roll call.

Sandi Bloem, Mayor

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

Charles Nipp, Chairman

Brad Jordan	)	Members of LCDC Present
Dave Patzer	)	
Jim Elder	)	
Rod Colwell	)	
Deanna Goodlander	)	
A. J. Hassell, III	)	
Denny Davis	)	

City Staff: Susan Weathers, City Clerk; Jon Ingalls, Deputy City Administrator; Troy Tymesen, Finance Director; Mike Gridley, City Attorney.

LCDC Staff: Tony Berns, Executive Director

Guests: Stefany Bales

**CALL TO ORDER:** Mayor Bloem called the meeting to order for the City. Chairman Nipp called the meeting to order for LCDC.

**WORKSHOP:** Tony Berns, LCDC Executive Director, noted that the purpose of today's meeting was to review LCDC's long-term and short-term goals.

Mr. Berns reported that LCDC has six Strategic Goals areas which are:

**1. Education:**

- a. Education Corridor
- b. “Four Corners” Plan
- c. Sorenson Magnet School
- d. Winton Elementary School

Councilman McEvers inquired about how LCDC funds these projects. Mr. Berns responded that the revenue comes from major economic developments such as Riverstone and Mill River. Chairman Nipp also noted that the mission of LCDC, when formed, contained the downtown area, 4<sup>th</sup> street with Midtown. At that time, their focus was where they could facilitate development. Today, the results of those efforts provide increment financing from the developments of Riverstone, Mill River and developments along Ramsey Road.

Councilman McEvers reiterated that infrastructure is constructed with the projects using increment financing and any additional funding received from the increments can be used for other economic development.

Executive Director Berns also noted that all the initiatives discussed today are contained in their River District and Lake District Development plans and the Lake District Strategic Plan (which can all be found on the LCDC website: [www.lcdc.org](http://www.lcdc.org)). He added that these goals have been in place for several years.

Chairman Nipp explained that when a district is formed, it takes some time to get a development started and then for funding to begin to be received. In LCDC’s case it has taken 10 years for LCDC to realize funding for their strategic goals.

**2. Workforce Housing**

Mr. Berns announced that LCDC is working with Idaho Housing for completing a project in the midtown area that should begin in 2008 that is truly a workforce housing project.

Chairman Nipp noted a workshop for the Urban Land Institute was held in Coeur d'Alene recently which was well received and attended. This was the 3<sup>rd</sup> workshop sponsored and attended by LCDC with the Urban Land Institute.

Mr. Berns commented that although the original plan may not have specifically stated the words “workforce housing”, it has always been in the district plans to address this issue.

Councilman Edinger asked how does LCDC define “workforce housing” and with a few proposed developments coming before the Council with workforce housing, has LCDC been in contact with these developers. Councilman Kennedy responded that the North Idaho Housing Coalition (NIHC) which involves LCDC had met to discuss workforce housing. Economically, a household income of \$30,000 to \$50,000 qualifies as

workforce housing income. LCDC member Jim Elder noted that both of the proposed workforce developments that came before the City are outside the LCDC boundary.

Councilman McEvers asked for clarification that LCDC can only spend funds within their district for workforce housing. He also asked LCDC if they see themselves involved with assisting the financing outside their districts. Mr. Berns responded that LCDC has funded the development of guidelines for evaluating workforce housing which can be used outside the urban renewal districts.

LCDC Member Patzer asked if the Council would like to have LCDC create a terms list of what the definition of “workforce housing” means. Councilman Kennedy noted that NIHC has met with various cities to see what kind of concessions they provide for the construction of “workforce housing” structures since one of NIHC's goals is to create findings for determining workforce housing.

Mayor Bloem noted that the Council and Planning Commission need to have criteria to qualify a project as workforce housing.

Councilman Edinger noted that the term “workforce housing” has been used Police, Fire and teachers as those qualifying individuals. Councilman Kennedy noted that depending on the household income, this group usually falls within the income level qualifying for workforce housing but that does not mean other occupations can’t qualify for workforce housing. Councilman Kennedy noted that one of the dilemmas for our City is the cost of housing and the ability to draw qualified teachers into our community.

Councilman McEvers asked – is it expected that when a teacher, police officer or fireman get a new job that they are immediately able to purchase a home. Councilman Kennedy responded that workforce housing is not just purchasing a home but also rentals. LCDC member Elder also noted that the hospital is having trouble recruiting employees that would qualify for workforce housing. He also noted that there is still another category of “low income” housing. Councilman Goodlander noted that this is one of the purviews of LCDC because if people cannot afford to live here year-round, then businesses will economically suffer.

LCDC member Patzer again asked if there is a time frame for the City/NIHC to develop the definition for “workforce housing” to be used by the Planning Commission and City Council.

### **3. Public Spaces**

- a. Library
- b. Kroc Community Center
- c. McEuen Field Plan
- d. Prairie Trail
- e. New public space
- f. Winton Park

Executive Director, Tony Berns, noted that the direction of LCDC on the McEuen Field Plan is to continue to locate a new site for the American Legion Ball field that is equal or better than the existing field. He asked if this is still the desire of the Council.

Councilman Edinger responded that he personally believes that the McEuen Field plan is the wrong plan and personally believes that if the plan were workable plan it would by now be in place. He also believes that the American Legion Field should not be taken out of the downtown area. Councilman Hassell commented that he does not see a change in the plan for McEuen Field and believes that the move of the American Legion Field is still a priority and still necessary for the overall implementation of the McEuen Field Plan. Councilman McEvers noted that he has received complaints from the Legion members that McEuen Field is not the ideal location for their baseball field.

Mayor Bloem noted that she respects Councilman Edinger's personal opinion; however, the Committee of Nine developed the plan and the Council accepted the McEuen Field Plan as documented in the Council minutes and thus the Plan still stands. She also noted that the Committee of Nine believes that by the American legion site moving, McEuen field would have a more multi-purpose use and thus draw more people to the downtown area. Councilman Goodlander noted that the McEuen Field Plan takes in the wishes of the community and added that the American Legion field must be relocated before we can move forward with the Plan. She also noted that LCDC is probably the only entity that can help this plan move forward with the relocation of the American Legion ball field. Councilman Edinger reaffirmed that he has strong feelings about keeping the American Legion baseball field at its current site.

#### **4. Job Creation/Job Retention**

Mr. Berns noted that one of the major goals of LCDC is to create and maintain jobs. Councilman Kennedy asked Mr. Berns to review the numbers of jobs created. Mr. Berns believes that LCDC has created 1,400 jobs (approximately values for 2007: 1,200 jobs created; 270 jobs retained).

Mr. Berns explained that LCDC uses their urban renewal authority to redevelop existing older city land such as reclaiming old mill sites and constructing new buildings; Post Falls mostly uses urban renewal authority to develop new construction on agricultural lands and thus their districts usually have shorter terms. LCDC member Patzer believes that because of the vitalization that LCDC puts into an urban renewal district, he sees existing businesses relocating to within the district, such as Kootenai Title. Chairman Nipp noted that when he was young, Coeur d'Alene was a mill town and then over a very short period of time the mills closed and so Coeur d'Alene was faced with economic redevelopment which takes time and is a big challenge; conversely, Post Falls uses their urban renewal district to fund new development. Councilman McEvers asked if LCDC keeps track of new jobs. Chairman Nipp responded that they do keep track of new jobs created.

## **5. Public Parking**

Mr. Berns reported that as a result of the recent parking study, LCDC has identified a site for a parking facility and timing will dictate when they move forward.

## **6. Midtown Redevelopment**

Mr. Berns announced that in midtown LCDC will work with the City and the midtown stakeholders to work towards redevelopment which includes a major street overlay beginning in 2009.

Councilman Edinger had received a letter that asked if LCDC money could assist with sidewalk repairs in their districts. LCDC member Davis responded that they have discussed this issue; however, it brings up the issue of homeowners within the district receiving public funds to repair their sidewalks and those outside do not. Councilman Edinger noted that the Federal Government is directing cities to bring all sidewalks into ADA compliance. Mayor Bloem noted that the City currently has an ordinance stating that property owners are responsible for repairs and so unless there is a change to the ordinance, tax dollars cannot be used for the private property owner's responsibility to maintain their sidewalks. Councilman Edinger believes that as a City we need to see what we can do to help citizens. LCDC member Patzer noted that LCDC might consider placing sidewalk assistance on their priority list if the City Council would do the same. Mayor Bloem noted that the existing ordinance has been in place for many years and the City has enforced the sidewalk requirements in the downtown area as well as using LID's to fund sidewalk repairs during major street projects.

EXECUTIVE SESSION: Motion by Edinger, seconded by McEvers that the City Council enter into Executive Session as provided by I.C. 67-2345(1), Subsection (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

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

Motion by Goodlander, seconded by Hassell that the members of LCDC enter into Executive Session as provided by I.C. 67-2345(1), Subsection (c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

ROLL CALL: Charles Nipp, Aye; Brad Jordan, Aye; Dave Patzer, Aye; Jim Elder, Aye; Rod Colwell, Aye; Deanna Goodlander, Aye; A. J. Hassell, III, Aye; Denny Davis, Aye. Motion carried.

The Council and LCDC members entered into Executive Session at 12: 52 p.m. Members present were the Mayor, City Council, LCDC members and Tony Berns, LCDC Executive Director, and City Attorney Mike Gridley.

Matters discussed were those of property acquisition. No action was taken and the meeting reconvened into regular session at 1:55 p.m.

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

Motion by Colwell, seconded by Patzer that, there being no further business before the Lake City Development Corporation, this meeting is adjourned. Motion carried.

The meeting adjourned at 1:56 p.m.

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Sandi Bloem, Mayor

ATTEST:

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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 THE LIBRARY COMMUNITY ROOM  
APRIL 1, 2008**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall April 1, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem

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

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

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

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

**PRESENTATION - PRAIRIE TRAIL UPDATE:** North Idaho Centennial Trail Foundation, Vice Chairman Mike Gridley, updated the City on the proposed Prairie Trail project. He reported that next month they will begin construction on the trail. The Prairie Trail will run from Riverstone for 5.2 miles heading north through the I-90 underpass, past the Kroc Center, past Kathleen Avenue and then out onto the Prairie near Meyer Road. When the trail is completed, the trail will connect the downtown area to the northern-most city limits. The project timeline is: April 14<sup>th</sup> at 6:00 p.m. the Parks and Recreation Commission will have a public information meeting , April 25<sup>th</sup> finalize construction plans, April 28<sup>th</sup> submit plans for bids, May 12th award paving contract, July 1 paving completed, signals installation and July 12<sup>th</sup> Grand Opening celebration. Mr. Gridley noted that the Foundation is working with the Arts Commission for possible artwork at the I-90 underpass. He noted that they are planning on having a high-speed trail and a slower meandering trail. The trail will be 15 feet wide with a gravel shoulder for runners. Mr. Gridley reported that the partners for this project are the North Idaho Centennial Trail Foundation, the City of Coeur d'Alene and the Lake City Development Corporation.

Councilman McEvers asked how does the Centennial Trail Foundation pay back a loan. Mr. Gridley responded that it is a combination of land donation, land sales and property exchanges that made this project possible.

**PUBLIC COMMENTS:**

DOG PARK: Helen Radsliff, 3545 N. Gunner Ct., Cd' A commented that cats are animals too and believes that there is a lot of attention to dogs and she hopes that there will be some kind of provision and opportunities for people to take cats.

Rick Currie, Kootenai County Commissioner, 2608 Honeysuckle Ave. Cd' A, on behalf of the Commissioners, asked the City Council to look favorably to allow staff to continue to work with the County to provide a dog park and shelter. He believes that this is another opportunity for the City and County to partner. Councilman Kennedy thanked the County for their help in working with the City to provide an animal shelter and dog park.

PRAIRIE TRAIL: Harold Hocker, 1413. E. Spokane Ave, he said that he likes the trail but pretty soon all we will be seeing are roof tops on the Prairie.

RECOMMENDED SAVINGS TO TAX PAYERS: Ron Catlin, 986 Victorian Drive, Cd' A, understands the concept of putting art in public places and believes that this is a good idea; however, in today's economy and with part of the funding being taken from public works and he asked the Council to consider not using public funds but rather raising money through private donations as this will save tax payers money. Another concern is consulting fees in that both cities and counties pay for consulting firms for such things as opinion polls and he believes that these consultations could be done in-house with volunteers. Councilman Goodlander voiced her agreement with Mr. Catlin.

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

1. Approval of minutes for March 17, 18, 2008.
2. Setting the General Services Committee and Public Works Committee meetings for Monday, April 7th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 08-015: 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 BID AWARD AND APPROVAL OF A CONTRACT WITH ACI CONSTRUCTION FOR SUNSHINE MEADOWS PARK, PHASE 1; RATIFY 2 AGREEMENTS WAIVING OPPOSITION TO ANNEXATION WITH STEVE & SANAE MEYER AND WILLIAM & BONNIE WILLOUGHBY; APPROVAL OF AN AMENDMENT TO THE FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS POLICY; APPROVAL OF A CONTRACT EXTENSION WITH LEGENDS PHOTOGRAPHY FOR PHOTOGRAPHY SERVICES FOR YOUTH RECREATION PROGRAMS; APPROVAL OF AN INTERAGENCY FUNDING / COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE US-95 ACCESS STUDY AND APPROVAL OF THE DESTRUCTION

AND TRANSFER OF CERTAIN RECORDS FROM THE POLICE DEPARTMENT.

4. RESOLUTION 08-016: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING REVISIONS TO VARIOUS STANDARD DRAWINGS FOR THE WATER, WASTEWATER AND ENGINEERING DEPARTMENTS.
5. RESOLUTION 08-017: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE REVISED PUBLIC ART POLICY.
6. Approval of cemetery Perpetual Care Fund for Cemetery niches and improvements.

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

**APPOINTMENTS TO ARTS COMMISSION AND PLANNING COMMISSION:**

Motion by Goodlander, seconded by Kennedy to re-appoint Paul Olscamp and Eden Moreland to the Arts Commission and appoint Amy Evans to the Planning Commission Motion carried.

**ADMINISTRATOR'S REPORT:** City Administrator Wendy Gabriel announced that April is Child Abuse Prevention Month. She gave kudos to Building Department Inspector Mark Kilborn who passed the mechanical inspectors certification. The Recreation Department is seeing record enrollments in its Spring programs noting that the swim classes scheduled at the McGrane Center are full. Mrs. Gabriel noted that due to the numerous winter snow storms we have experienced this year, the most recent storm was named using this coming winter's Storm Naming Contest winner entry which is Appaloosa.

**PUBLIC ART MASTER PLAN:** Recreation Director, Steve Anthony and Arts Commission immediate past Chairman Elisabeth Garland reviewed the responsibilities of the Arts Commission and the proposed Public Art Master Plan as recommended by the Arts Commission. Councilman Bruning suggested that the Arts Commission or the Centennial Trail Foundation work with the railroad for some type of artwork relating to the railroad along the proposed Prairie Trail. Councilman Kennedy noted that the Central Labor Council proposed funding artwork that could be placed by the public safety building that will be located in the City Park.

Mayor Bloem presented former Chairman Elisabeth Garland with a plaque for her years of service on the Arts Commission since its inception.

Motion by Goodlander, seconded by Edinger to accept the Art in the Heart - Coeur d'Alene Public Art Master Plan. Motion carried.

ORDINANCE NO. 3329  
COUNCIL BILL NO. 08-1005

AN ORDINANCE REPEALING CHAPTER 5.19 ENTITLED "NEWSRACK REGULATIONS" OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND ADOPTING A NEW CHAPTER 5.19 ENTITLED "NEWSRACK REGULATIONS", TO INCLUDE SECTIONS 5.19.010 TITLE AND PURPOSE; 5.19.020 USE OF PERMITTED NEWSRACKS REQUIRED; 5.19.030 LIMITS ON NUMBER OF NEWSRACKS; 5.19.040 PERMIT APPLICATION, TERM AND ISSUANCE; 5.19.050 STANDARDS FOR LOCATION AND INSTALLATION; 5.19.60 STANDARDS FOR STYLE, APPEARANCE AND MAINTENANCE OF NEWSRACKS; 5.19.070 REMOVAL AND REDEMPTION OF NONCOMPLIANT NEWSRACKS; 5.19.080 PERMIT REVOCATION OR DENIAL; 5.19.090 APPEAL PROCESS; AND 5.19.100 GLOSSARY; 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.

Councilman Goodlander noted that with the help of Deputy City Clerk Kathy Lewis an ad hoc committee has been working on revising the regulations for newsracks which provide that the newsracks will be painted the same color and be placed behind the benches on the downtown area.

Councilman Hassell asked if the rest of the City is going to have a review of newsracks outside the downtown area. Councilman Goodlander noted that beginning this Fall this ad hoc committee is planning on addressing newsracks for the rest of the City.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 08-1005.

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

Motion by Hassell, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 08-1005 by its having had one reading by title only.

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

**DOG PARK AND ANIMAL SHELTER:** City Administrator Wendy Gabriel presented the proposed site for a dog park/animal shelter using both City and County land for the facilities. She reviewed the different alternatives for possible sites that had been considered prior to working with the County. The proposed site for the animal shelter is located west of the Compost Facility off Julia Avenue with the dog park directly west of

that property located on the County's former landfill site. She noted that the Kootenai Humane Society has agreed to construct the shelter facility. Tonight, staff is requesting Council authorization to proceed with the project at this site.

Councilman Edinger asked about the \$5,000 cost for the design concept. Mrs. Gabriel responded that it is a shared cost with the Kootenai Humane Society and the County. Phil Morgan from the Kootenai Humane Society noted that they are excited about this project and working with the City and County to develop this shelter.

Councilman Kennedy asked what the cat process is with the Kootenai Humane Society. He referred to the "catch, neuter and release" program. Mr. Morgan noted that two cats can produce 400,000 offspring if gone unchecked over a five year period. The proposed project provides for trapping loose cats, spaying/neutering the cats and then releasing them back into the city which will stop the growing loose cat population. He also noted that the Kootenai Humane Society is the only facility that takes owner-surrendered cats into their facility.

Councilman Goodlander noted that this facility will cost about \$4,000,000 and believes that the community will come through with the donations to construct such a facility. Councilman Hassell hopes that this will be a county-wide effort.

Motion by Goodlander, seconded by Hassell to authorize staff to proceed with a design concept study on the City and County land for the dog park, animal shelter and parking with access to and from the site. Motion carried.

#### RESOLUTION NO. 08-018

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH NORTH AMERICA SPORTS, INC., FOR THE FORD IRONMAN EVENT FOR AN ADDITIONAL FIVE-YEAR TERM.**

Wendy Gabriel reported that Ironman has requested a renewal to their existing contract. The new contract includes a booth in the Expo area for the City and Chamber to utilize, a change in the marketing fee paid by the Chamber, the removal of the city's guarantee for marking the park for the stakes to be driven into the ground, and additional security will be provided for park security coverage not only for Ironman but also city property and a security person will be posted at the city park gate to assure only authorized vehicles will be allowed into the park, some assurances that the "gators" and ATVs will not tear up the park and there will be pre-setup meetings to assure that the placement of tents will be placed safely.

Councilman Edinger asked if Ironman could do a report to the Parks and Recreation Commission on the concerns that the Parks Director has had. Councilman Goodlander

asked if Ironman would pay for a professional to do a GIS locate for the stakes to be driven into the City Park.

Motion by Goodlander, seconded by Edinger to adopt Resolution 08-018.

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

**PUBLIC HEARING - AMENDMENTS TO CITY WATER RATES:** Mayor Bloem read the Rules of Order for this legislative Public Hearing. Water Superintendent Jim Markley introduced the consultant who gave the staff report.

Mr. Markley noted that water rates are user-based and no tax dollars go into this operation. Consultant Carol Malesky from Red Oak Consulting reviewed the purpose and process of the rate study. She reported that the last financial analysis of the water system was made in 1992. She noted that their most recent analysis was twofold - review of rates and fees, and building a water conservation feature into the rates. She then reviewed the Capitalization Fund balance and needs following the industry standards. She presented four options for phasing the increase in cap fees for the Council to determine which option they would like to implement.

Ms. Maleksy then reviewed the proposed rate changes as follows:

**Cost of Service Water Rates  
Proposed Cost-of-Service Rates**

<b>Current Meter Size</b>	<b>Proposed</b>				
	<b>FY2008</b>	<b>FY2008</b>	<b>FY2009</b>	<b>FY2010</b>	<b>FY2011</b>
3/4"	\$6.10	\$6.23	\$6.32	\$6.42	\$6.51
1"	6.70	6.85	6.95	7.06	7.17
1-1/2"	9.50	7.67	7.79	7.92	8.04
2"	12.65	9.92	10.09	10.27	10.45
3"	19.55	26.50	27.05	27.61	28.19
4"	28.13	32.64	33.33	34.04	34.77
6"	47.98	46.97	47.98	49.03	50.10
8"	70.68	63.34	64.73	66.16	67.62
10"	112.33	81.76	83.57	85.43	87.33

**Current Volume Rates**

<b>Class</b>	<b>Rates (\$/1,000 gal)</b>
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Residential	\$0.62
Multi-Family	0.47
Mobile Home Park	0.64
Government	0.67
Commercial	0.51

**Proposed Volume Rates (\$/1,000gal)**

<b>Class</b>	<b>FY2008</b>	<b>FY2009</b>	<b>FY2010</b>	<b>FY2011</b>
Residential (0-30 Kgals)	\$0.65	\$0.67	\$0.70	\$0.72
Residential (Over 30 Kgals)	\$0.94	\$0.97	\$1.01	\$1.04
Non-Residential	0.57	0.59	0.61	0.63
Irrigation-Only	0.75	0.78	0.81	0.84

**PUBLIC COMMENTS:** Barry Rosenburg, Kootenai Environmental Alliance, 408 Sherman Avenue, has been working with Jim Markley for water conservation and is pleased to see water conservation is built into the new rate structure. He would like to see a the city provide a current month's comparison to the same month last year on the water bills so citizens can compare their usage. He would also like to see a 3<sup>rd</sup> tier that would deal with a punitive rate structure for people who grossly overuse water. He also believes that these rates should be reviewed every 5 years. He asked why there is not a block-rate adjustment for non-residential users and irrigation only users.

Harold Hocker, 1413 E. Spokane Ave, Cd'A, voiced his concerns over the new rates and believes that the citizens will be "burned" because of the need for new filtration plants due to all the people moving into our City. He saw this happen in Sacramento when his bill started at \$7.00 a month and then went to \$30.00 a month because of their need to build a new filtration plant. He also believes that with all the new people moving into the area, the aquifer water level will continue to go down.

Jim Brannon, 1310 Bering, Cd'A was glad to see water conservation built into the rates. He also would like to have the City do a trial billing to see what the citizens will have to pay. He believes that the phase-in option for cap fees makes sense. He asked if the City has any plans for revenue bonds and asked if doing a monthly billing would be more expensive to the City. He believes that when you go from \$.62 to \$.94, that is a big jump in cost. He asked how is the City going to adjust the rates for citizens that water their grassy swales. Mr. Markley responded that there are no plans for revenue bonds. Mr. Tymesen responded that monthly billing will not need an increase in staff and for comparison of monthly billings, that information will be available on-line since the City uses postcards for billings. Mr. Markley also noted that the City currently bills monthly, they just don't read meters monthly.

Ron Catlin, 986 Victorian Drive, commented that after hearing the presentation and seeing what is necessary he believes that these rates are a good idea and although he is

not happy about paying additional fees, he understands the need for the increased fees. He would also like to see a program on CDA TV that shows how the average citizen is wasting water. Mr. Rosenburg added that he believes using 2,000 gallons a day is gross over usage of water. Mr. Tymesen thanked Mr. Brannon for watering, mowing and edging the swales around his home.

Motion by Kennedy, seconded by Goodlander to approve the proposed amendments to the water rates including the “bottom-line” phase-in for cap fees and direct staff to prepare the necessary resolution adopting the new fees. ROLL CALL: Hassell, Aye; Goodlander, Aye; McEvers, Aye; Bruning, Aye; Kennedy, Aye; Edinger, Aye. Motion carried.

**RECESS:** Mayor Bloem called for a recess at 8:48 p.m. The meeting reconvened at 8:56 p.m.

**RCA-7-08 - PROPOSED ANNEXATION AT THE ATLAS MILL SITE:** Senior Planner John Stamosos reported that the City has received a request to consider the annexation of the 91.4-acre parcel known as the Atlas Mill Site which is located on the Spokane River between the Mill River Development and Riverstone West development. He noted that this request would create a small island of property between the proposed annexed area and Riverstone which staff would recommend be required to be annexed as part of this request. He noted that there are three conditions placed on this request:

1. As part of an annexation application, submit a complete water analysis of this site including any possible alternative methods for acquiring the additional flow capacity would be required to ensure adequate coverage. This analysis should take into account any possible development which may occur between Seltice Way and I-90 as well. Some sense of the maximum population density will need to be ultimately determined to make this as accurate as possible.
2. Include in the annexation, the portion of Spokane River abutting the area of request to the middle of the river channel.
3. Include in the annexation, the “island” of unincorporated property abutting the east boundary of the area of request.

Councilman Edinger asked Chief Gabriel to respond to the concerns raised by the Fire Department if this property was annexed. Chief Gabriel responded that this property is outside the Fire Department’s goal of being 4 minutes away from Fire Station 1. He noted that as the City extends to the west, the Fire Department’s response time lengthens which is a concern; however, they have many options to attain their response standards. He noted that a fire boat is something that the Fire Department has been looking at for some time.

Councilman Edinger asked if Chief Gabriel has had a conversation with the developers along the River about purchasing a fire boat. Chief Gabriel responded that this is something that he has had conversations with the developers about partnering with.



Councilman Edinger also noted that there are concerns from our Police Department. Police Chief Longo responded that it depends upon what is going to be built and how it would affect traffic flow and their calls for service.

City Attorney Mike Gridley noted that the Centennial Trail Foundation owns the island of property between the requested annexation and existing city boundaries and the Foundation is amenable to including that portion of land with this annexation request. Councilman Kennedy noted that if this is not annexed, it would create an island in the city that could be built to County standards. City Administrator reminded the Council that this is before the Council to simply determine if they would consider annexing this property. Mr. Stamos noted that all the issues that come with an annexation process will be reviewed once the full application is filed with the City. Mayor Bloem commented that tonight's decision should be based on basic concepts such as, is this property contiguous to the City.

**PUBLIC COMMENTS:** John Layman, 110 Lost Avenue, Cd'A, representing the applicant commented that he believes that this piece of property belongs in the City as outlined in the City's Comprehensive Plan. He noted that if the Council approves having the applicant move forward with an annexation application, it is their burden to adequately address the City's subdivision requirements including infrastructure. He also noted that he opposes the proposed condition on this annexation to control the development between the subject property and I-90 since they do not own the property north of Seltice Way to I-90 and they have no control over what would be developed. Roger Nelson, Black Rock Development, 912 Northwest Boulevard, reported that during this phase of the process they were told not to address the specific conditions or development of this property as this would be addressed if the Council authorizes the applicant to proceed.

**MOTION:** Motion by Goodlander, seconded by Kennedy to allow the applicant to proceed with a formal application for annexation including only conditions No. 2 and 3 noted above. **ROLL CALL:** McEvers, Aye; Hassell, Aye; Goodlander, Aye; Bruning, Aye; Kennedy, Aye; Edinger, No. Motion carried.

**RCA-8-08 - PROPOSED ANNEXATION AT DEARMOND MILL SITE:** Senior Planner John Stamos reported that the City has received a request to consider the annexation of two parcels totaling 10.2 acres with 5.2 acres at the mill site and 5 acres used as their log yard. This parcel is adjacent to the City's Wastewater Treatment Plan. He noted that the subject property is within the City's area of Impact. He also reported that staff is recommending the City place the condition that the applicant include that portion of the Spokane River abutting the subject property to the west and that portion of the unincorporated BNRR property between the subject property and Northwest Boulevard up to the U.S. 95 bridge with this application. Councilman McEvers commented that the information provided in the staff report is misleading in that it contains several conditions that the Council cannot address tonight.

**PUBLIC COMMENTS:** John Layman, 110 Lost Avenue, commented that this parcel of property should be in the City and the conditions recommended are appropriate for this application.

**MOTION:** Motion by Edinger, seconded by Kennedy to allow the applicant to proceed with a formal application for annexation including the conditions recommended by staff.  
**ROLL CALL:** Bruning, Aye; McEvers, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; Edinger, Aye. Motion carried.

**ADJOURNMENT:** Motion by Kennedy, seconded by Goodlander to recess this meeting to April 10, 2008 at 5:00 p.m. for the Annual Strategic Planning session in the Library Community Room and then to April 14, 2008 at 12:00 noon in the old Council Chambers at City Hall for a Sidewalk Regulations workshop. Motion carried.

The meeting recessed at 9:55 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 08-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A CONTRACT WITH TML CONSTRUCTION, INC. FOR THE TUBBS HILL BOOSTER STATION PROJECT; AUTHORIZING THE TRANSFER OF RECORDS TO THE STATE ARCHIVES OF VARIOUS PLANNING DEPARTMENT RECORDS FROM 2001 THROUGH 2005; APPROVAL OF BID AWARD AND CONTRACT WITH AUTO RAIN SPRINKLER CONTRACTING FOR PHASE II CONSTRUCTION OF THE SUNSHINE MEADOWS PARK; APPROVAL OF A TRAINING AGREEMENT WITH THE INSTITUTE FOR ADVANCE DEVELOPMENT; APPROVAL OF AN AUCTIONEERS AGREEMENT – SURPLUS AUCTION WITH MR. AUCTION; APPROVAL OF A WAIVER OF PROTEST TO ANNEXATION WITH LOUSE WEED; PRAIRIE TRAIL CROSSING AT KATHLEEN AVENUE AND ATLAS ROAD: A) CONTRACT WITH INLAND NORTHWEST CONSULTANTS FOR CROSSINGS DESIGN AND B) LETTER OF AGREEMENT WITH NORTHWEST SIGNAL FOR INSTALLATION OF SIGNALS; APPROVAL OF BID AWARD AND CONTRACT WITH ACCELERATED CONSTRUCTION AND EXCAVATION, LLC FOR THE 2008 CATCH BASIN REPLACEMENT PROJECT AND APPROVAL OF A RIGHT OF WAY ENCROACHMENT AGREEMENT FOR THE PARKSIDE TOWERS 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 9” and by reference made a part hereof as summarized as follows:

- 1) Approval of a Contract with TML Construction, Inc. for the Tubbs Hill Booster Station Project;
- 2) Authorizing the Transfer of Records to the State Archives of various Planning Department Records from 2001 through 2005;
- 3) Approval of Bid Award and Contract with Auto Rain Sprinkler Contracting for Phase II Construction of the Sunshine Meadows Park;
- 4) Approval of a Training Agreement with the Institute for Advance Development;
- 5) Approval of an Auctioneers Agreement – surplus Auction with MR. Auction;
- 6) Approval of a Waiver of Protest to Annexation with Louse Weed;
- 7) Prairie Trail Crossing at Kathleen Avenue and Atlas Road:

- a. Contract with Inland Northwest Consultants for crossings design.
  - b. Letter of Agreement with Northwest Signal for installation of signals.
- 8) Approval of Bid Award and Contract with Accelerated Construction and Excavation, LLC for the 2008 Catch Basin Replacement Project;
- 9) Approval of a Right of Way Encroachment Agreement for the Parkside Towers 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 9" 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 15<sup>th</sup> day of April, 2008.

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

ATTEST

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

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

ROLL CALL:

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

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

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

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

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

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

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

**CITY COUNCIL  
STAFF REPORT**

**DATE:** APRIL 15, 2008  
**FROM:** Jim Markley, P.E., Superintendent, Water Department  
**SUBJECT:** Award of contract for the Tubbs Hill booster station replacement.

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**DECISION POINT:** Staff requests Council authorization to enter into a contract with TML Construction for the replacement of the existing Tubbs Hill booster in the amount of \$87,825.00.

**HISTORY:** The existing Tubbs Hill booster station was created in 1967 by the developer of the houses on Pine Avenue west of 8<sup>th</sup> Street on Tubbs Hill. This booster station has exceeded its lifespan and needs to be replaced. We have met the zoning requirements for a special use permit and have met with and satisfied the concerns of the neighbors. An easement for placing the station on the property was requested and received from LCDC. Time is of the essence on this project. Our goal is to complete the station before the summer irrigation season begins. By going directly to Council for the agreement we will be able to meet this goal.

**FINANCIAL ANALYSIS:** The new station will be funded under the operation and maintenance line item for pumping in the Water budget. The Water crew will install all underground piping. The total construction costs are under the \$100,000 bid threshold. We requested formal quotes and received two. The lowest quote was submitted by TML Construction in the amount of \$87,825. The second quote was submitted by Lawrence Construction in the amount of \$120,360.00.

**DECISION POINT/RECOMMENDATION:** Staff requests Council authorization to enter into a contract with TML Construction for the replacement of the existing Tubbs Hill booster in the amount of \$87,825.00.

## SECTION 00530 - CONTRACT

THIS CONTRACT, made and entered into this 26<sup>th</sup> day of March, 2008, 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 **TML CONSTRUCTION, INC**, 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 HAYDEN, IDAHO, hereinafter referred to as the "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for TUBBS HILL BOOSTER STATION PROJECT 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 Coeur d'Alene NE Water System Improvement Project 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 Engineer for 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 EIGHTY SEVEN THOUSAND EIGHT HUNDRED TWENTY FIVE AND NO/100 Dollars (\$87,825.00) 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 Seventy (70) 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 by its President, the day and year first above written.

CITY OF COEUR D'ALENE,

TML CONSTRUCTION, INC.:

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

By:   
Its: PRESIDENT

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_, 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 31 day of March, 200\_, before me, a Notary Public, personally appeared Bryan Peterson, known to me to be the \_\_\_\_\_, of TML 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.

Kim Listoe  
Notary Public for Idaho  
Residing at Hayden, ID  
My Commission Expires: 10-15-13



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1. Page 1 of 4

STATE ARCHIVES, Idaho State Historical Society, 2205 East Old Penitentiary Road, Boise, Idaho 83712-8250

(208) 334-2620 (phone)

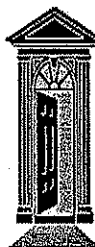
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## TRANSFER OF RECORDS TO STATE ARCHIVES

2. STATE AGENCY/LOCAL GOVERNMENT NAME <i>City of Coeur d'Alene</i>		3. ARCHIVES CODE (State Archives Use Only)		Please Type or Print Please attach sheets containing additional information about the folder contents of each box. Please list sequential box number, folder number and/or title, inclusive date span. Transfer only inactive records that have a permanent retention and are not of the current year.	STATE ARCHIVES USE ONLY	
OFFICE/DEPARTMENT NAME & ADDRESS (please include building, street address, city zip code) <i>Planning Department 710 E. Mullan Coeur d'Alene, ID 83814</i>		4. RESTRICTIONS			BOX COUNT	DATE RECEIVED
5. VOLUME / BOX NUMBER VOLUME IN CUBIC FEET      SEQUENTIAL NUMBER		6. DESCRIPTION OF RECORDS SERIES (Type of records in each box)		7. RECORDS ID NO. State Archives Use Only	8. INCLUSIVE YEAR DATES FROM      TO	
						9. LOCATION IN STATE ARCHIVES
	<i>4</i>	<i>Zoning Changes 1-8 of '05</i>				
		<i>Annexations 1-11 of '05</i>				
	<i>5</i>	<i>Subdivisions 1-14 of '05</i>				
	<i>6</i>	<i>PUD's 1-6 &amp; 8 of '05</i>				
		<i>PUD 5 of '06</i>				
		<i>Ordinances 1-6 of '05</i>				
		<i>Variance - V-1-05</i>				
	<i>7</i>	<i>PUD-4-04m.1</i>				
		<i>PUD-1-04m.1</i>				
		<i>Special Use Permits</i>				
		<i>Subdivisions 1-11 of '05</i>				
		<i>Interpretations 1-5 of '05</i>				
10. TRANSFER DATE <i>10/26/07</i>	11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD name <i>Sarah Nord</i> signature <i>Sarah Nord</i>			12. DEPARTMENT CONTACT NAME (PRINT) <i>Sarah Nord / Shana Stahlmiller</i>		SHELVED BY
	13. TELEPHONE NUMBER <i>208. 769. 2274</i>			14. EMAIL ADDRESS <i>snord@cdaid.org</i>		DATE
						How many additional archival boxes are needed??



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5. VOLUME / BOX NUMBER		6. DESCRIPTION OF RECORDS SERIES (Type of records in each box)		7. RECORDS ID NO. State Archives Use Only	8. INCLUSIVE YEAR DATES FROM TO	
VOLUME IN CUBIC FEET	SEQUENTIAL NUMBER					9. LOCATION IN STATE ARCHIVES
	<i>8</i>	<i>Zone Changes 1-11 of '04</i>				
	<i>9</i>	<i>PUD's 1-3 of '04</i>				
		<i>576 of '04 &amp; PUD-3-95m</i>				
	<i>10</i>	<i>Subdivisions 1-10 of '04</i>				
		<i>Ordinances 1-5 of '04</i>				
		<i>Landscaping Plans 1 &amp; 2 of '04</i>				
	<i>11</i>	<i>Annexations 1-3 of '04</i>				
		<i>Special Use Permits 1-6 of '04</i>				
		<i>V-1-04 (Variance)</i>				
	<i>12</i>	<i>Annexations 1-7 of '03</i>				
		<i>Subdivisions 1-13 of '03</i>				
10. TRANSFER DATE	11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD name <i>Sarah Nord</i> signature <i>Sarah Nord</i>		12. DEPARTMENT CONTACT NAME (PRINT) <i>Sarah Nord</i>		SHELVED BY	DATE
					CHECKED BY	DATE
13. TELEPHONE NUMBER <i>208.769.2274</i>		14. EMAIL ADDRESS <i>snord@cdaid.org</i>		How many additional archival boxes are needed??		



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VOLUME IN CUBIC FEET	SEQUENTIAL NUMBER					
	<i>13</i>	<i>Zone Changes 1-8 of '03</i>				
		<i>Sub Special Use Permits 1-11 of '03</i>				
		<del>XXXXXXXXXX</del>				
	<i>14</i>	<i>PUD-1-03, PUD-2-02.1,</i>				
		<i>PUD-2-03, PUD-3-03, U-1-03</i>				
		<i>LS-1-03, O-2-03, O-3-03, →</i>				
		<i>O-7 thru O-9 of '03</i>				
	<i>15</i>	<i>Special Use Permits 1-2, 4-11 of '02</i>				
		<i>Zone changes <sup>of '02</sup> 1-9 → ZC-10-02sp</i>				
		<i>Variance 1 of '02 → LS-1-02</i>				
10. TRANSFER DATE		11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD		12. DEPARTMENT CONTACT NAME (PRINT)		13. TELEPHONE NUMBER
		name <i>Sarah Noyd</i>		<i>Sarah Noyd</i>		<i>208. 769. 2274</i>
		signature <i>[Signature]</i>				14. EMAIL ADDRESS
						<i>snoyd@cdaid.org</i>
						How many additional archival boxes are needed??



STATE of IDAHO  
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1. Page 4 of 4

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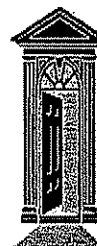
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						9. LOCATION IN STATE ARCHIVES	
16		O-1 thru O-3, O-5 thru O-12 of '02, PUD-1 & 2 of '02, A-1 thru A-4 of '02, S-1 thru S-7 of '02 & S-7-02.1					
17		A-1 thru A-4 of '01, ZC-1 & ZC-2 of '01, SP-1 thru SP-8 of '01, PUD-1-01, O-1-01, S-1-01, U-1-01, I-3-01, PUD-2-97.1, and PUD-2-97.2					
10. TRANSFER DATE		11. NAME (Please Print) & SIGNATURE OF PERSON RELEASING RECORD name <i>Sarah Nord</i> signature <i>Sarah Nord</i>		12. DEPARTMENT CONTACT NAME (PRINT) <i>Sarah Nord</i>		SHELVED BY	
						DATE	
13. TELEPHONE NUMBER <i>208.769.2274</i>		14. EMAIL ADDRESS <i>snord@cdaid.org</i>				CHECKED BY	
						DATE	
						How many additional archival boxes are needed??	



STATE of IDAHO  
BOARD of EDUCATION

**CITY COUNCIL  
STAFF REPORT**

**April 15th, 2008**

**From: Doug Eastwood, Parks Director**

**RE: Phase II Sunshine Meadows**

**Decision Point:** Award contract to Auto Rain Sprinkler Contracting, Inc. at 2938 N. Martin St., Spokane, Washington 99207 for Phase II development of Sunshine Meadows Park. Work will include irrigation installation, Hydroseed, drinking fountain, final grade and Alternate Bid #1: irrigation and Hydroseed at Latrix Loop. Contract would be in the amount of \$55,316.00.

**History:** This park site was deeded to the City in 2006. Phase I contract was awarded on April 1, 2008. This is a 2.5 acre site.

**Financial Analysis:** This Park is budgeted in the Parks Capital Improvement Plan. Estimated park development is \$275,000. This phase is \$55,316.00.

**Performance Analysis:** Parkland in a neighborhood is beneficial for a variety of reasons; outdoor recreation, leisure activity, strong property values, and pride of ownership for the residents.

**Decision Point:** Award contract to Auto Rain Sprinklers for second and final phase of development for Sunshine Meadows Park.

## CONTRACT

THIS CONTRACT, made and entered into this 15<sup>th</sup> day of April, 2008, 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 **AUTO RAIN SPRINKLER CONTRACTING, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Washington, with its principal place of business at 2938 N. Martin St, Spokane, WA 99207, hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Phase II construction of Sunshine Meadows Park** 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 complete improvements 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 City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy 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 **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Fifty Five Thousand Three Hundred Sixteen and no/100 Dollars (**\$55,316.00**).

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 60 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 Five Hundred and No/100 Dollars (\$500) 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 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" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions

- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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 by its President, the day and year first above written.

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

**CONTRACTOR:  
AUTO RAIN SPRINKLER  
CONTRACTING, INC.**

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

By: \_\_\_\_\_  
Jeffrey D. Evans, President

ATTEST:

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

STATE OF IDAHO )  
                                  ) ss.  
County of Kootenai )

On this 15<sup>th</sup> day of April, 2008, 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 \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



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

On this \_\_\_\_ day of April, 2008, before me, a Notary Public, personally appeared **Jeffrey D. Evans**, known to me to be the President, of **AUTO RAIN SPRINKLER CONTRACTING, INC.**, 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 \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## MEMORANDUM

DATE: MARCH 17, 2008

TO: THE GENERAL SERVICES COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: TRAINING AGREEMENT WITH THE INSTITUTE FOR ADVANCED DEVELOPMENT

---

### **DECISION POINT:**

To approve the Training Agreement with The Institute for Advanced Development for the following training course: "Creating Exceptional Business Relationships, Through Communication and Partnering Strategies." The course will be held in two session, that will be approximately 4 hours each held May 29, 2008, in the Library Community Room.

### **HISTORY:**

The training to be provided is based on feedback from the Executive Team and represents identified needs. The courses will be held for approximately 50 Department Heads and Supervisors.

### **FINANCIAL:**

The training cost is approximately \$2725.00, plus hotel expenses (unknown at this time estimated to be \$100.00), supplies (estimated to be \$50.00), and personality profiles (\$10.00 per person) \$500.00. The estimated total is **\$3,375.00**, making the per person cost approximately **\$67.50**, which is cost effective and will be covered by each department's training budget.

### **PERFORMANCE ANALYSIS:**

The City Council has established training as high priority goal for the city of Coeur d'Alene; the executive team reviewed this proposed training and felt it would be beneficial to the City.

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

To approve the Training Agreement with The Institute for Advanced Development for the following training course: "Creating Exceptional Business Relationships, Through Communication and Partnering Strategies." The course will be held in two session, that will be approximately 4 hours each held May 29, 2008, in the Library Community Room.

# The Institute for Advanced Development

Larry Iverson PhD, Director

10826 Auburn Ave. S.  
Seattle, WA. 98178  
(206) 772-9277

March 14, 2008

## Training Agreement

This is an agreement for services rendered by Dr. Larry Iverson of The Institute for Advanced Development, for training with the City of Coeur d'Alene (CDA) and/or the executives, management or staff working within CDA.

Authorization for Services: Sandi Bloem, Mayor  
City of Coeur d'Alene  
710 East Mullan  
Coeur D' Alene, ID 83814-3964  
(208) 769-2203

Sandi Bloem, acting on behalf of City, agrees to the fee and payment schedule listed below for The Institute for Advanced Development services rendered. Fees are due net 30 days, after the training sessions are performed, travel expenses due 30 days after receipt of invoice.

## Training: Creating Exceptional Business Relationships Through Communication and Partnering Strategies

Fee for 2 half-day trainings on May 29, 2008 **\$2725**  
Program from: 8:30am to 12:00am, and 1:00pm to 4:30pm.  
(This fee includes all expenses \$375.00, except the City will pay for Dr. Iverson's hotel room in CDA.)

Program Development (6 hours @ \$200 per hour = \$1200) <No Charge>

Personality profiles will be an additional charge of \$10.00 per person

*(Printing of the attendee handouts will be done by the City from masters provided (free of charge) by IAD.)*

The persons signing this training agreement are authorized to do so on behalf of the City and The Institute for Advanced Development. They agree to the above fee and payment schedule, and agree that this is a fair and equitable contract. The above fee schedule may be changed only if agreed upon by both the City and The Institute for Advanced Development. Any additions or deletions to the above services agreement will be in writing and signed by persons authorized to do so for both organizations.

### Authorizing Signatures:

\_\_\_\_\_ for the City of Coeur D' Alene Date \_\_\_\_\_  
(Sandi Bloem, Mayor)

\_\_\_\_\_ for The Institute for Advanced Development Date \_\_\_\_\_  
(Larry Iverson PhD)

# **Creating Exceptional Business Relationships Through Communication and Partnering Strategies**

## **Manage Communications for Professional Effectiveness**

If you experience miscommunications and misunderstandings, faulty discernment is at least 50% of the problem. There are 5 distinct components in the communication discernment process--and very few people consistently and gracefully move through these with success. Harvard Business School research found that 76% of the people feeling dissatisfied with their jobs listed poor communication and interactional skills as a major contributor. Is that any wonder when the top 500 words in the English language have over 14,000 dictionary definitions? Without effective communication skills, effective relationships are very difficult to create and maintain.

### **How You Will Benefit From This Program**

- Learn a process which can be used for either 1) building relationship or 2) overcoming conflicts.
- Overcome communication breakdowns more easily and rapidly.
- Break through emotional barriers which block effective collaboration.
- Know how to build an “emotional bank account” so you generate a positive climate and create lasting trust.
- Learn if the messages you’re sending are really the ones you intended to send.
- Understand strategies for getting others to become more proactive.
- Know how to open-up issues without triggering defensiveness or aggressiveness in others.
- Find out how to apply the two primary drivers which promote better team work.

## **Learn Strategies For Being a Savvy Communicator**

Have you ever heard someone say, “I hear what you’re saying” in response to a comment made by you or another. They probably did hear, but there’s better than a 50-50 chance that they didn’t understand the full message. Being an exceptional communicator is a learned skill. This program brings you the essential components of interactive communication which enables you to accurately give and receive messages--verbally and nonverbally. As you implement these strategies, the people you communicate with will experience a greater sense of connection and understanding while you are interacting. Learning how to eliminate the majority of conflicts that arise from misunderstanding is good relationship management, good time management and reduces stress.

- ◆ Understand the essentials required for building a winning image of you and your organization
- ◆ Enhance your ability to maintain professionalism while dealing with difficult people
- ◆ Make your presentations to others almost irresistible in their delivery
- ◆ Learn to apply 11 different ways rapport is built
- ◆ Accurately “read” nonverbal communications and behaviors others give-off
- ◆ Know how to avoid communication meltdowns which can occur using email
- ◆ How to strategically build credibility and acceptance with others

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: April 7, 2008  
FROM: Troy Tymesen, Finance Director  
SUBJECT: Surplus Auction

\*\*\*\*\*

**DECISION POINT:**

The Council is requested to approve the contract with MR Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 31, 2008.

**HISTORY:**

Annually, the City liquidates underutilized and seized assets. Conducting a public sale completes the process. The City/County Surplus Auction is scheduled to be at the Kootenai County Fairgrounds on Saturday, May 31st. The auction will be conducted by MR Auction.

**FINANCIAL ANALYSIS:**

The budgeted revenue for the surplus auction is \$12,000.00 in this fiscal year. The auction generated \$15,449.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale.

**PERFORMANCE ANALYSIS:**

MR. Auction conducted the sale last year and there are no changes to the contract. The items listed as surplus for the auction are no longer required by staff or have been seized by law enforcement. The public is then invited to acquire those items through a public sale.

**QUALITY OF LIFE ANALYSIS:**

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

**DECISION POINT:**

The Council is requested to approve the contract with MR Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 31, 2008.



## AUCTION SALE AGREEMENT

THIS AGREEMENT, made and dated this 15<sup>th</sup> day of April, 2008 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **Mr. Auction**, a Limited Liability Company, with its principal place of business at 5100 Riverbend Avenue, Suite A, Post Falls, Idaho 83854 hereinafter referred to as the "Auctioneer," and in consideration of several promises herein set forth, and for value received as follows:

1. **Auctioneer** agrees to conduct the City's public auction sale at the time and place stated below.
2.
  - A. **City** hereby retains **Auctioneer** to conduct a surplus equipment auction and agrees to pay him a sum equal to twenty (20) percent of gross proceeds of the sale payable after conclusion of sale.
  - B. A Buyers Premium of ten percent (10%) will be added to the final bid to determine the final contract price. Said Buyer's Premium will be paid to Auction Company on the day of auction and paid for by the bidder/buyer.
  - C. **City** agrees to pay all expense costs, and reasonable costs of any special equipment or supplies required to organize and conduct said auction, from the proceeds thereof.
  - D. **Auctioneer** agrees to pay all advertising costs.
3. Date of Sale: May 31, 2008.
4. Place of Sale: Kootenai County Fairgrounds.
5. Special Arrangements: The **Auctioneer** specifically agrees to indemnify, defend and hold harmless all agencies participating as sellers in the auction for any loss, claim, or action to which it, it's employees, and agents, may be put by reason of any act or omission by the **Auctioneer**, its agents, and employees, except for damages caused by or resulting from the negligence of the agency/seller, their agents or employees.
6. Description of property in general: City, County, or Agency surplus.
7. **City** warrants that all City property to be sold is free and clear of all liens and encumbrances. If not, the **City** will provide **Auctioneer** with lienholder's name and address and the dollar amount required to pay off any unpaid taxes, liens, or other encumbrances on property sold at auction from the proceeds thereof.

8. **City** agrees that all items listed with **Auctioneer**, as approved by the City Council, will be included in the auction and that NO ITEMS are to be sold or otherwise disposed of prior to sale of such items at the auction.
9. A. **City** agrees to accept highest offer or bid received at the auction without reservation.  
B. In the event that **City** must have a reserve on any particular item, it must be listed herein or **City** must notify **Auctioneer** in writing of its intent five (5) days prior to the auction date. No fee will be charged on "No Sale" items.
10. **City** agrees to help prepare its surplus property for sale.
11. **City** WILL NOT furnish loader nor assist in loading.
12. Licensed Vehicles: **City** agrees to furnish all titles of ownership on any licensed vehicle owned by the **City** being sold by **Auctioneer** on the date of sale or before. Proceeds from sale of licensed vehicles will not be disbursed until title or a Lost Title Affidavit has been delivered to **Auctioneer**.
13. **Auctioneer** agrees to conduct the sale as auctioneer and agrees to use his professional skill, knowledge and experience to the best advantage of both parties in preparing for and conducting the sale.
14. This agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

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 **Auctioneer** has executed this agreement, the day and year first above written.

CITY OF COEUR D'ALENE

MR. AUCTION

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

\_\_\_\_\_  
By: Randy Wells, CAI

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 15<sup>th</sup> day of April, 2008, 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 April, 2008, before me, a Notary Public, personally appeared **Randy Wells**, known to me to be the **CAI** of **Mr. Auction** and whose name is subscribed to the within instrument and acknowledged that he voluntarily 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: \_\_\_\_\_

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 7, 2008  
**FROM:** Jim Markley, Water Superintendent  
**SUBJECT:** Acceptance of Agreement Waiving protest of Annexation: Lot 16 of Sky Blue Acres on Millview Lane

=====

**DECISION POINT:**

Staff recommends acceptance of a *waiver of protest to annexation* for lot 16 of the Sky Blue Acres subdivision as a condition of granting water service. The parcel is located outside the City limits

**HISTORY:**

The City has a policy limiting new water connections outside City limits. In the past the Council has granted “grandfather rights” to lots in four subdivisions in the Blackwell Hill area. The Sky Blue Acres Addition is one of the four and meets the previously determined criteria. This subdivision runs along Millview Lane.

**FINANCIAL ANALYSIS:**

Prior to gaining water service, the applicant will have to pay all applicable fees.

**PERFORMANCE ANALYSIS:**

A requirement prior to obtaining water service outside City limits is that the property owner agree to sign a *waiver of oppositions to annexation*. The owner of this lot has signed the agreement. We need Council approval for the City to enter into this agreement.

**DECISION POINT/RECOMMENDATION:**

**Staff recommends a motion accepting the agreement waiving opposition to annexation from the owner of lot 16, Sky Blue Acres Addition.**

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this 24<sup>th</sup> day of April, 2008, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Louise Weed, a single person, whose mailing address is 937S. Millview Lane, Coeur d' Alene, Idaho 83814 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***Lot 16, Sky Blue Acres,  
Kootenai County, Idaho***

the Owner does hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owner of said property agree and covenant that they will not oppose annexation of said property to the City of Coeur d'Alene and will cooperate to the fullest extent with the City in the annexation of such property.

2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be borne by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.

3. That the connection to the City's water service shall be done to City specifications.

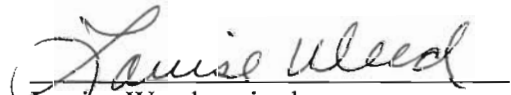
It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owner has signed the same, the day and year first above written.

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

OWNER:

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

  
\_\_\_\_\_  
Louise Weed, a single person

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of April, 2008, 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.

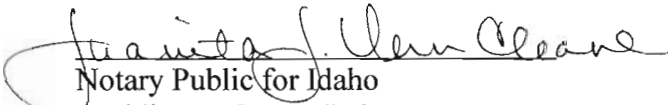
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

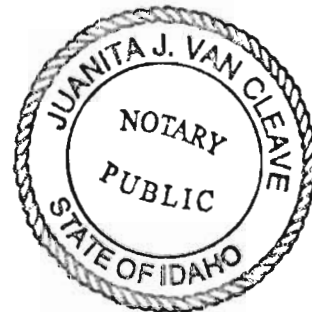
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 24<sup>th</sup> day of March, 2008, before me, a Notary Public, personally appeared **Louise Weed**, a single person known to me to be the person subscribed herein who executed the foregoing instrument and acknowledged that she voluntarily 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: 11/27/08



0-7380-000-016-0

First American Title Company  
1044 Northwest Boulevard \* Coeur D'Alene, ID. 83814  
(208) 667-0567

ESCROW NUMBER: 31922  
PROPERTY: LOTS 15 & 16, SKY BLUE ACRES

TODAY'S DATE: 9/04/97  
CLOSING DATE: 9/12/97

ESCROW CLOSING STATEMENT OF:  
LOUISE H. WEED  
WILLIAM E. SYLVESTER  
FLORENCE SYLVESTER

OTHER PARTY:  
DALE A. ROPER  
MARTHA H. ROPER

*Lot 16 - 14,000  
15 - 8,000*

ESTIMATED BUYER'S CLOSING STATEMENT

| DESCRIPTION          |                                       | DEBITS    | CREDITS   |
|----------------------|---------------------------------------|-----------|-----------|
| SALES PRICE          |                                       | 22,000.00 |           |
| Prorate TAXES        | 1/01/97 to 9/12/97 @ \$372.42/12 mos. |           | 259.16    |
| 1/2 CLOSING FEE      | FIRST AMERICAN TITLE COMPANY          | 50.00     |           |
| Recording Fees       |                                       | 4.50      |           |
| BALANCE DUE          | WILLIAM & FLORENCE SYLVESTER          |           | 7,897.67  |
| BALANCE DUE          | LOUISE WEED                           |           | 13,897.67 |
| Subtotals            |                                       | 22,054.50 | 22,054.50 |
| Balance Due To Buyer |                                       |           |           |
| TOTALS               |                                       | 22,054.50 | 22,054.50 |

It is agreed by the undersigned that the foregoing statement is tentative and that it may change if a change in the closing date occurs or if any other unforeseen contingencies arise. In the event changes in the statement become necessary, you are nevertheless authorized to close this escrow. It is understood that we will receive a final statement of account if the above totals are changed.

APPROVED AND ACCEPTED THIS \_\_\_\_\_ Day of \_\_\_\_\_, 19 \_\_\_\_.

First American Title Company

By: MARK JOHNSON

*Louise Weed*  
LOUISE H. WEED

*Wm E. Sylvester By Dan Mattaga as attorney in fact*  
WILLIAM E. SYLVESTER

*Florence Sylvester By Dan Mattaga as attorney in fact*  
FLORENCE SYLVESTER

# Kootenai County, Idaho

generated on 3/24/2008 4:45:14 PM CDT

## Parcel

|                      |            |                      |                            |
|----------------------|------------|----------------------|----------------------------|
| <b>Parcel Number</b> | <b>AIN</b> | <b>Situs Address</b> | <b>Current Total Value</b> |
| 073800000160         | 212838     | ,                    | \$31,920                   |

### Owner Information

|                      |                                             |
|----------------------|---------------------------------------------|
| <b>Owner Name</b>    | WEED LOUISE H                               |
| <b>Owner Address</b> | 937 S MILLVIEW LN<br>COEUR d'ALENE ID 83814 |

**Transfer Date**

### Location / Description

|                            |        |                    |                                  |
|----------------------------|--------|--------------------|----------------------------------|
| <b>Tax Authority Group</b> | 015000 | <b>Legal Desc.</b> | SKY BLUE ACRES, LT 16 15 50N 04W |
| <b>Situs Address</b>       | ,      |                    |                                  |
| <b>Acreage</b>             | .3100  |                    |                                  |

### Parcel Type

|                            |                                      |
|----------------------------|--------------------------------------|
| <b>Property Class Code</b> | 515- Rural residential sub           |
| <b>Neighborhood Code</b>   | 5701 RIVERCAL, LAKEVIEW TERR/NOB HIL |

### Assessment Information


|                                 | 01-01- Current Year - 2007 |                                     | Prior Year - 2006 |                                     |          |
|---------------------------------|----------------------------|-------------------------------------|-------------------|-------------------------------------|----------|
|                                 | 2007                       |                                     |                   |                                     |          |
| <b>Market Value Land</b>        | \$31,920                   | <b>Homeowners Eligible Amt Land</b> | \$0               | <b>Homeowners Eligible Amt Land</b> | \$0      |
| <b>Market Value Improvement</b> | \$0                        | <b>Homeowners Eligible Amt Imp</b>  | \$0               | <b>Homeowners Eligible Amt Imp</b>  | \$0      |
| <b>Total Market Value</b>       | \$31,920                   | <b>Sum Homeowners Eligible Amt</b>  | \$0               | <b>Sum Homeowners Eligible Amt</b>  | \$0      |
|                                 |                            | <b>Homeowners Exemption Allowed</b> | \$0               | <b>Homeowners Exemption Allowed</b> | \$0      |
| <b>Acreage</b>                  | 0.3100                     | <b>Total Market Value</b>           | \$31,920          | <b>Total Market Value</b>           | \$39,900 |
|                                 |                            | <b>Homeowners Exemption Allowed</b> | \$0               | <b>Homeowners Exemption</b>         | \$0      |
|                                 |                            | <b>Ag/Timber Exemption</b>          | \$0               | <b>Ag/Timber Exemption</b>          | \$0      |
|                                 |                            | <b>Net Taxable Value</b>            | \$31,920          | <b>Net Taxable Value</b>            | \$39,900 |

EXHIBIT "6"



# PUBLIC WORKS COMMITTEE

## STAFF REPORT

**DATE:** April 7, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Kathleen Avenue and Atlas Road, Prairie Trail Crossing and Bike/Ped Signalization

---

### DECISION POINT

1. Recommend the approval and installation of bike/ped signalization at the Prairie Trail Kathleen Avenue and Atlas Road crossings.
2. Approve the redesign and construction the portion of Kathleen Avenue lying west of the Player Drive intersection in order to improve sight distance and safety at the bike/ped signal at the Prairie Trail/Kathleen Avenue location.

### HISTORY

The acquisition of the Union Pacific Railroad corridor by the North Idaho Centennial Trail Foundation, Inc. in 2006, allowed for the placement of the "Prairie Trail" bike/ped trail within the abandoned right-of-way. A key element to the construction of this trail is the safety of the public that utilizes the corridor at the major roadway crossings that will be encountered (Huetter Rd., Atlas Rd. & Kathleen Ave.). Two of the crossings, Atlas Rd. and Kathleen Avenue, have arterial roadway designations, are heavily traveled, and are under the jurisdiction of the City of Coeur d'Alene.

Staff is proposing to contract with Northwest Signal for the pedestrian signal design and with Inland Northwest Consultants, Inc. for the crossing design and realignment of the affected portion of Kathleen Avenue.

### FINANCIAL ANALYSIS

|    |                                                       |              |
|----|-------------------------------------------------------|--------------|
| 1. | Bike/ped signal design (2 locations):                 | \$ 10,897.20 |
| 2. | Crossings & Kathleen Ave. realignment design (est):   | \$ 24,500.00 |
| 3. | Atlas Rd. signal equipment & installation (est.):     | \$ 62,633.00 |
| 4. | Kathleen Ave. signal equipment & installation (est.): | \$ 70,248.00 |
| 5. | Kathleen Ave. realignment construction cost (est):    | \$ 45,000.00 |

The annexation agreement with the developers of the Hawk's Nest subdivision provided \$250,000.00 that could be utilized for the Prairie Trail bike/ped project. This resource will be utilized to cover the cost of the design work and signal installation. The cost of the portion of Kathleen Avenue to be reconstructed will be derived from a balance of funds from the 2008 street overlay project.

### PERFORMANCE ANALYSIS

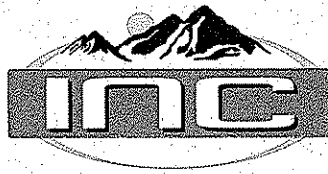
In order to facilitate the public safety at these crossings the City will be installing pedestrian crossing signals that will stop vehicular traffic. These signals will be overhead,

mast arm mounted signals that will be controlled by a pedestrian activated push button on the base pole (similar to the ped signal located at the LaCrosse Avenue/US Hwy. 95 crossing).

The Atlas Road crossing is at a point that provides adequate sight distance for both drivers and the bike/ped community, however the crossing at Kathleen Avenue with the "S" curves that are present, make it a less than desirable location for an "at grade" crossing. In order to increase the safety of both the motoring and bike/ped community, a realignment of Kathleen Avenue will be required. This realignment will facilitate the crossing and be designed to meet the future realignment needs of Kathleen Avenue between Player Drive and the portion of Kathleen along the Forest Service Nursery.

## **RECOMMENDATION**

1. Approve the design and installation of the bike/ped signals at the Atlas Road and Kathleen Avenue crossing points.
2. Approve the redesign and construction of the portion of Kathleen Avenue lying west of Player Drive in order to improve sight distance and safety at the Prairie Trail/Kathleen Avenue crossing location.



**INLAND NORTHWEST CONSULTANTS**  
**ENGINEERS • SURVEYORS • PLANNERS**

## PROPOSAL

### TO PERFORM CIVIL ENGINEERING AND LAND SURVEYING SERVICES

This proposal is between Inland Northwest Consultants, Inc. and the City of Coeur d'Alene to perform certain Civil Engineering and Land Surveying services with regards to the Project listed below. The following Scope of Services outlines those services anticipated to be required for the preliminary engineering, final engineering and construction of the Project listed below.

**OWNER:** **City of Coeur d'Alene**  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83815

c/o: Mr. Gordon Dobler, PE

**SUBJECT PROPERTY:** Kathleen Avenue between Player Drive and St. Michele Drive  
City of Coeur d'Alene  
Kootenai County, Idaho  
(see Exhibit "A")

**PROJECT:** **Kathleen Avenue Re-alignment**  
Preparation of construction documents and construction management services, including construction staking services, for the re-alignment of a portion of Kathleen Avenue

#### SCOPE OF SERVICES:

| <u>Description</u>                                                                                                                         | <u>NTE Cost</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. Perform limited topographic services as required                                                                                        | \$ 3,100.00     |
| 2. Prepare conceptual layouts of proposed alignment and review with City Staff, Trail Foundation and others as required by City            | \$ 2,700.00     |
| 3. Prepare construction documents for approved alignment                                                                                   | \$ 7,000.00     |
| 4. Coordination of construction documents with City, contractor(s), Trail Foundation and utilities as required, including signal locations | \$ 2,200.00     |



- |    |                                                                                                                                                                                               |             |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 5. | Construction staking services to include:<br>- clearing and grubbing<br>- rough grade<br>- ballast grade<br>- red-top grade<br>- blue-top grade<br>- striping locations<br>- signal locations | \$ 6,475.00 |
| 6. | Limited construction management services to ensure compliance with plan specifications and City standards as required                                                                         | \$ 1,750.00 |
| 7. | Prepare as-built drawings and project certification as required                                                                                                                               | \$ 1,450.00 |

**Total: \$ 24,675.00**

All items above will be billed on a time and material basis. The estimates shown are considered a Not To Exceed amount. If this Proposal is found to be acceptable, please sign below and return to Inland Northwest Consultants, Inc.

**CONSULTANT**

Drew C. Dittman  
 Drew C. Dittman, P.E.  
 Director of Engineering  
 Inland Northwest Consultants, Inc.

4/2/08  
 date

**OWNER**

\_\_\_\_\_  
 City of Coeur d'Alene  
 Authorized Representative

\_\_\_\_\_  
 date

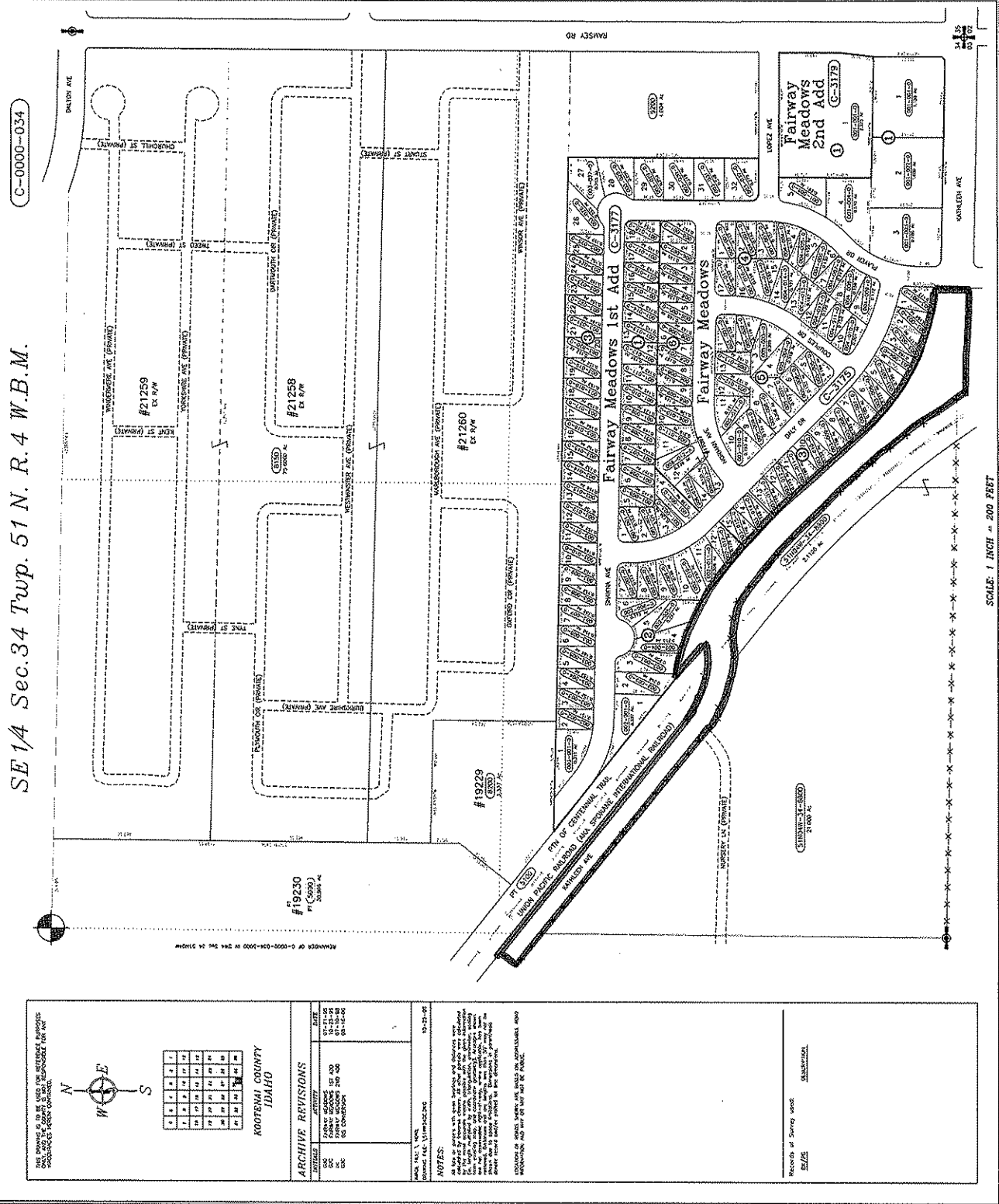


### RESEGREGATION REVISIONS

The revision dates below represent the file save dates per the posting of the listed revisions. All listed revisions are posted within the 400/06/08/0005 file to the drawing file 0006.

- 10/25/06 - GJC
- C-0000-034-2000 added into FAIRWAY MEADOWS 1ST ADD (07)
- Pin of C-3175-005-013-0 (New -N) combined w/ 8175-005-013-0 (New -A) (07)
- C-0000-034-2000 combined w/ 8150 (03)
- 08-07-10/10/06 - bc
- Pin of SINGAR 34 3000 plotted into FAIRWAY MEADOWS 2ND ADD(06)
- 05/03/01 - TH
- Pin of Kaitanen Ave entered into CDA per Ord #3016, list #157623 (02)
- 12/14/01 - TH
- SINGAR-34-2000 (New C-0000-034-2000) entered into CDA per Ord #3047, list #170790 (02)
- 02/07/02 - bc
- Pin C-0000-034-2000 combined w/ 5003 and redescribed
- Pin of #19229 (02) combined w/ 8209 and redescribed
- Pin of #19230 (02)
- 11/22/06 - SLM
- C-0000-034-2000 redescribed as for # 21258, 21259 and 21260 as for # 87W (07)
- 02/06/07 - SLM
- C-0000-034-5100 (Pin in city) out of Abund Union Pacific RR
- C-0000-034-5100 (Pin out of city)
- SINGAR-34-2000 (Pin out of city) out of Abund Union Pacific RR
- (M.A. Spokane International RR) (New pin of Centerline Trust) (07)

### SE 1/4 Sec.34 Twp. 51 N. R. 4 W.B.M.



SCALE: 1 INCH = 200 FEET

SE 1/4 Sec.34 Twp.51N. R.4W.B.M.

EXHIBIT "A"



# CITY OF COEUR D'ALENE

ENGINEERING DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2228 – FAX 208/769-2284

April 9, 2008

Jon Meusch, PE  
NW Signal Supply, Inc.  
12965 SW Herman Rd.  
Tualatin, OR 97062

RE: Design Services for Prairie Trail Pedestrian Signal Crossings at Atlas Road and Kathleen Avenue

Dear Jon:

The purpose of this letter is to confirm our agreement regarding the design of the pedestrian signals for the crossings at both Atlas Road and Kathleen Avenue for the Prairie Trail in the City of Coeur d'Alene.

Your quote dated March 11, 2008 (attached) provides the City the most competitive price and is therefore accepted. The scope of work includes the task items outlined on the attached submittal. Payment will be made after completion of the work and acceptance by the City.

The invoices will be sent to the above address, with attention to Gordon Dobler, PE, City Engineer.

Please acknowledge this agreement and return it via fax (208-769-2284) to this office.

Sincerely,

Gordon Dobler, PE  
City Engineer

---

### Contractor Acceptance of Terms

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Attachment A

| Budget for Pedestrian Crossing Signal Design, Two Locations |                    |                    |           |                    |                     |
|-------------------------------------------------------------|--------------------|--------------------|-----------|--------------------|---------------------|
| Task                                                        | Meusch             | Morton             | Expenses  | Subtotals          | Task Totals         |
|                                                             | Project            | Traffic            | (See Item |                    |                     |
|                                                             | Manager/Engineer   | Designer II        | on left)  |                    |                     |
| <b>TASK 1 - Signal Design</b>                               |                    |                    |           |                    |                     |
| Meetings                                                    | 2                  | 0                  |           |                    |                     |
| Coordination                                                | 2                  | 6                  |           |                    |                     |
| Site Visit                                                  | 0                  | 0                  |           |                    |                     |
| Clean up Basemapping and Set up Drawing Layouts             | 0                  | 6                  |           |                    |                     |
| Signal Plan Sheet(s)                                        | 4                  | 32                 |           |                    |                     |
| Signal Wiring Plan Sheet(s)                                 | 4                  | 32                 |           |                    |                     |
| Detail Plan Sheet(s)                                        | 2                  | 8                  |           |                    |                     |
| Submittals                                                  | 1                  | 4                  |           |                    |                     |
| Revisions                                                   | 4                  | 8                  |           |                    |                     |
| <i>Task Hours</i>                                           | 19                 | 96                 |           |                    |                     |
| <b>LABOR TOTALS</b>                                         | <b>\$ 2,135.60</b> | <b>\$ 7,488.00</b> |           | <b>\$ 9,623.60</b> |                     |
| <b>Expenses</b>                                             |                    |                    |           |                    |                     |
| Reproduction                                                |                    |                    | 200       | \$ 200.00          |                     |
| <b>Task Total</b>                                           |                    |                    |           |                    | <b>\$ 9,823.60</b>  |
| <b>TASK 2 - Estimates and Specifications</b>                |                    |                    |           |                    |                     |
| Specifications & Construction Estimates                     | 4                  | 8                  |           |                    |                     |
| <i>Task Hours</i>                                           | 4                  | 8                  |           |                    |                     |
| <b>LABOR TOTALS</b>                                         | <b>\$ 449.60</b>   | <b>\$ 624.00</b>   |           | <b>\$ 1,073.60</b> |                     |
| <b>Task Total</b>                                           |                    |                    |           |                    | <b>\$ 1,073.60</b>  |
| <i>Individual/Total PROJECT HOURS</i>                       | 23                 | 104                | 127       |                    |                     |
| <b>TOTAL BUDGET</b>                                         |                    |                    |           |                    | <b>\$ 10,897.20</b> |

# CITY COUNCIL STAFF REPORT

**DATE:** April 15, 2008  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** Approval of Low Bidder for the 2008 Catch Basin Replacement Project

---

## DECISION POINT

Staff is requesting the City Council to approve Accelerated Construction & Excavating, LLC as the low bidder for the 2008 Catch Basin Replacement Project.

## HISTORY

The City of Coeur d'Alene received nine responsive bids:

|                                                       |                     |
|-------------------------------------------------------|---------------------|
| <b>Accelerated Construction &amp; Excavating, LLC</b> | <b>\$129,422.00</b> |
| ACI Northwest, Inc.                                   | \$139,658.95        |
| Safco, Inc.                                           | \$145,116.65        |
| L & L Cargile, Inc.                                   | \$147,245.00        |
| SI Construction, LLC                                  | \$147,825.00        |
| Owens Construction, Inc.                              | \$157,000.00        |
| J. Foote Excavation, Inc.                             | \$164,079.00        |
| Hap Taylor & Sons, Inc. dba: Knife River              | \$169,909.00        |
| S & L Underground, Inc.                               | \$231,290.00        |
| <b>Engineer's Estimate</b>                            | <b>\$170,590.00</b> |

## FINANCIAL ANALYSIS

The catch basin replacement program is funded through the Storm Water Utility. The budgeted amount is \$150,000.00 in the budgeted item Facilities Upgrades, so there are sufficient funds.

## PERFORMANCE ANALYSIS

The City of Coeur d'Alene evaluated the existing storm systems and determined that some storm main lines and catch basins along the overlay streets in the 2008 overlay project are old and in need of replacement. The City of Coeur d'Alene received nine responsive bids for this year's catch basin replacement project. The largest differences in the bids were in the mobilization and traffic control costs.

## RECOMMENDATION

Staff recommends a motion to approve Accelerated Construction and Excavating, LLC as the low bidder and authorize the mayor to execute the contract for the 2008 catch basin replacement program.



## CONTRACT

THIS CONTRACT, made and entered into this 15<sup>th</sup> day of April, 2008, 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 **ACCELERATED CONSTRUCTION & EXCAVATING, LLC**, 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 45147 S. Highway 3, St. Maries, Idaho 83861, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2008 Catch Basin Replacement Project** 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 complete improvements 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 City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy 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 **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed One Hundred Twenty-Nine Thousand Four Hundred Twenty-Two and no/100 Dollars (**\$129,422.00**).

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 60 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 Five Hundred and No/100 Dollars (\$500) 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 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" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions

- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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 by its President, the day and year first above written.

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

**CONTRACTOR:  
ACCELERATED CONSTRUCTION &  
EXCAVATING, LLC**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
 County of Kootenai )

On this 15<sup>th</sup> day of April, 2008, 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 \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
 County of Kootenai )

On this \_\_\_\_ day of April, 2008, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **ACCELERATED CONSTRUCTION & EXCAVATING, LLC**, 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 \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**CITY COUNCIL  
STAFF REPORT**

DATE: April 15, 2008

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Encroachment Agreement with Parkside, LLC

---

**DECISION POINT:**

Approve the submitted encroachment agreement with Parkside, LLC.

**HISTORY:**

In the past the City has allowed stairs, and planters to encroach onto public sidewalks/right of ways if the encroachments do not create a safety issue. The Parkside project is nearing completion and will be seeking a temporary certificate of occupancy (TCO) within the next two weeks. Staff and the developers recently discovered that three of the staircases into the building encroach into the public right of way in addition to several planting areas that were discussed with the design review commission. Staff believes that these encroachments will not create a safety issue. As such, staff has negotiated an encroachment agreement with the developers to bring these encroachments into compliance. The developer will pay the City \$1,000, which the City will earmark for pedestrian improvements in the downtown, and will allow the City to place data transmission equipment and antennae on top of the building, which will provide better sight lines for our communication needs that the current placement on McEuen Terrace. Staff is bringing this matter directly to the City Council so that the developer will not be unnecessarily delayed in obtaining a TCO.

**FINANCIAL ANALYSIS:**

Granting the permit should not create any financial impact on the City other than providing \$1,000 that can be used for pedestrian improvements in the downtown area.

**PERFORMANCE / QUALITY OF LIFE ANALYSIS:**

Staff believes that this is a win/win situation for the City and developer. The City obtains a better location for its remote communication equipment along with some funds for pedestrian improvements and the developer is able to complete their project without incurring re-design and re-construction costs. As noted above, the developer discussed placing the planting areas in the right of way with the design review commission and the staircases do not create any greater encroachment than the planting areas. As such the staff has little concern that these additional encroachments will create a safety issue. The planting areas, similar to those at McEuen Terrace, will help to create a nicer pedestrian environment around the project. .

**DECISION POINT/RECOMMENDATION:**

Approve the submitted encroachment agreement with Parkside, LLC.

## ENCROACHMENT AGREEMENT

The City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City", hereby grants permission to Parkside, LLC, with their principle place of business at 701 Front Ave., Coeur d'Alene, ID 83814, hereinafter referred to as "Parkside", to encroach in public right-of-way at 601 Front Avenue legally described as: LOTS 7-12, BLOCK 35 CITY OF COEUR D'ALENE IN A PORTION OF THE S1/2 SECTION 13 TOWNSHIP 50 NORTH RANGE 4 WEST BOISE MERIDIAN.

In exchange for One Thousand Dollars and no/100 (\$1,000.00) and permission to erect and maintain mutually agreeable data transmission equipment and antenna on the roof of the Parkside building, the City grants permission to encroach on public property upon the following terms:

1. Permission is granted solely for the construction and maintenance of landscape planting areas as discussed with the design review commission, and staircases and handrails on public property as shown on Exhibit "A", attached hereto and by this reference incorporated herein.
2. The City shall have the right to terminate this agreement for good cause including but not limited to public improvements at the expiration of 180 days after giving written notice to Parkside at the address listed above, of the City's intention to terminate this agreement. Parkside shall be deemed to have received such written notice when a certified notice addressed to Parkside at the location described above is deposited in the United States mail. Parkside shall remove such encroachment within 180 days of receiving the notice. Should the Parkside fail to remove the encroachment and return the right-of-way to the condition existing before construction of the encroachment, at Parkside's cost, within such time, the City may remove the same and charge the expense to Parkside. Parkside agrees that any materials so removed shall be deemed quitclaimed to the City. Parkside also agrees that any materials removed by the City may be discarded or retained by the City, and Parkside shall have no claims to such materials and no claim for reimbursement for the value of the same.
3. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to grant permission for this type of encroachments is limited.
4. Parkside shall hold the City harmless from any liability resulting from the encroachment including construction, placement, or maintenance thereof. Parkside further agrees that said encroachment shall be maintained by Parkside in a safe and clean condition so as not to constitute a public hazard. Parkside shall save the City harmless and defend the City from all claims for injury to person or property resulting from Parkside's actions or omissions in

performance of this Encroachment Agreement.

5. All costs for the permitted encroachments including but not limited to construction, maintenance, use or operation now or in the future will be born by Parkside. During the term of this permit, Parkside shall maintain the property described in Exhibit "A" in a manner and condition acceptable to the City. Should the City, its agents, or employees in any manner damage the encroachments or any other improvements in or on the City's right-of-way described above, whether or not occurring during regular maintenance of the City's right-of-way, the Parkside agrees all repairs will be solely the responsibility of Parkside and at Parkside's costs except where the damage was caused by the sole negligence of the City.
6. Parkside agrees that it will not encroach beyond the maximum limits allowed by this agreement and that the encroachment is allowed only for the purposes set forth herein and shall not be expanded.
7. Parkside shall comply with all laws affecting the property described herein.
8. This agreement shall be binding on Parkside, its heirs, assigns and successors in interest. Parkside shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.
9. Assignment of this permit or delegation of duties as defined herein by the Parkside, without written consent of the City, shall entitle the City to terminate this permit as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15<sup>th</sup> day of April, 2008.

CITY OF COEUR D'ALENE

PARKSIDE, LLC

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

\_\_\_\_\_  
Monte J. Miller, Managing Member

ATTEST:

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



STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 15<sup>th</sup> day of April, 2008, 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 April, 2008, before me, a Notary Public, personally appeared **Monte J. Miller** known to me to be the managing member of **Parkside, LLC** whose name is subscribed to within the instrument and acknowledged that he voluntarily 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.

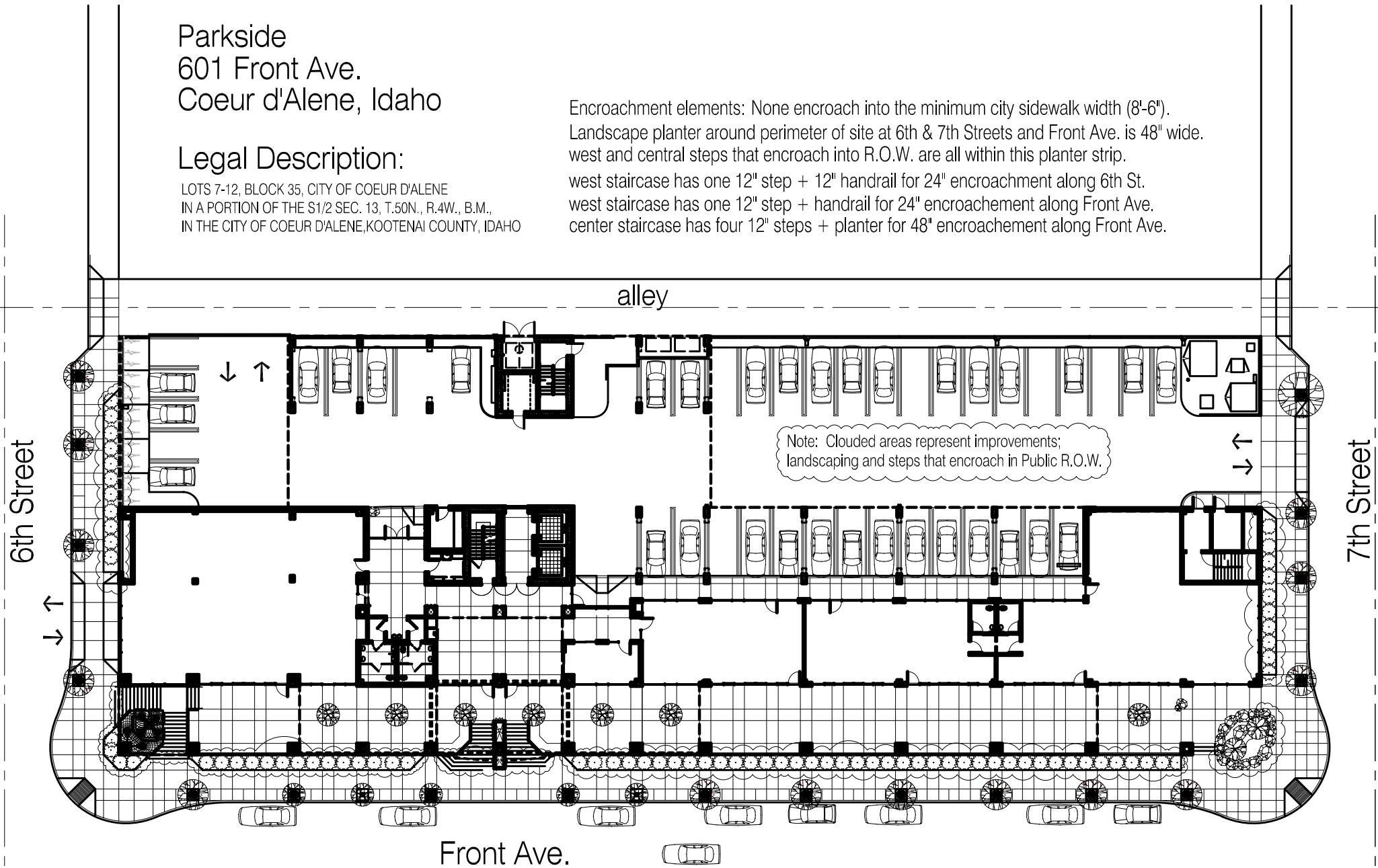
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires:

Parkside  
601 Front Ave.  
Coeur d'Alene, Idaho

Legal Description:

LOTS 7-12, BLOCK 35, CITY OF COEUR D'ALENE  
IN A PORTION OF THE S1/2 SEC. 13, T.50N., R.4W., B.M.,  
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Encroachment elements: None encroach into the minimum city sidewalk width (8'-6").  
Landscape planter around perimeter of site at 6th & 7th Streets and Front Ave. is 48" wide.  
west and central steps that encroach into R.O.W. are all within this planter strip.  
west staircase has one 12" step + 12" handrail for 24" encroachment along 6th St.  
west staircase has one 12" step + handrail for 24" encroachment along Front Ave.  
center staircase has four 12" steps + planter for 48" encroachment along Front Ave.



DATE: April 9, 2008  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: MAY 20, 2008

---

Mayor Bloem,

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

| <u>ITEM NO.</u> | <u>REQUEST</u>                                                                                                                       | <u>COMMISSION ACTION</u> | <u>COMMENT</u> |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------|
| 0-1-07d         | Applicant: City of Coeur d'Alene<br>Request: Modification to Infill Overlay Regulations                                              | Recommended approval     | Legislative    |
| 0-5-08          | Applicant: City of Coeur d'Alene<br>Request: Amedment to Zoning Performance Standards                                                | Recommended approval     | Legislative    |
| 0-4-08          | Applicant: City of Coeur d'Alene<br>Request: A proposed amendment to the Off-street parking requirements for Hotel And Motel parking | Recommended approval     | Legislative    |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 20, 2008**

JS:ss

DATE: APRIL 9, 2008  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JUNE 3, 2008

---

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-2-08         | Applicant: City of Coeur d'Alene<br>Request: A proposed zone change from<br>MH8 (Mobile Home at 8 units/acre) to<br>R-17 (Residential at 17 units/acre) | Recommended approval     | Quasi-Judicial |
| 0-6-08          | Applicant: City of Coeur d'Alene<br>Request: Parks by right                                                                                             | Recommended approval     | Legislative    |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 3, 2008**

JS:ss

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 10/23/07  
Department Name Employee Name Date

Request made by: Pat W Arney 464-2431  
Name Phone

100 East Coeur d'Alene Ave #910 Coeur d'Alene 83814  
Address

The request is for: / / Repurchase of Lot(s)  
 Transfer of Lot(s) from Jon & Charlotte Lafrenz to Pat W Arney

Niche(s): \_\_\_\_\_  
Lot(s): 02, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: 69 Section: C husband & wife  
Cell 699-7216  
& Jo Marie Arney

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

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

Person making request is / / Owner / / Executor\* / / Other\* \_\_\_\_\_

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

Title transfer fee (\$ 40.00 ) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Sheri Carroll  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No

2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

JOHN & CHARLOTTE LAFRENZ

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

RDE 4/5/08  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: \_\_\_\_\_ 4-8-08  
Attorney Init. Date

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

\_\_\_\_\_  
City Clerk's Signature Date

**COUNCIL ACTION**

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

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature Date

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

# 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 762.50  
 Rec No 353079  
 Date 04-08-08  
 Date to City Council: 4-15-08  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service May 19, 2008

**Check the ONE box that applies:**

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

|                                                                 |                                                              |                                                                                                                                                                                                             |                                                    |
|-----------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Business Name                                                   | <u>Ellie's Saloon</u>                                        |                                                                                                                                                                                                             |                                                    |
| Business Mailing Address                                        | <u>3072 Heatherwood Road</u>                                 |                                                                                                                                                                                                             |                                                    |
| City, State, Zip                                                | <u>Twin Falls, Id 83301</u>                                  |                                                                                                                                                                                                             |                                                    |
| Business Physical Address                                       | <u>2065 West Riverstone Drive Suite 207</u>                  |                                                                                                                                                                                                             |                                                    |
| City, State, Zip                                                | <u>Coeur d'Alene, Id. 83814</u>                              |                                                                                                                                                                                                             |                                                    |
| Business Contact                                                | <u>Business Telephone: 208-735-8700 Fax: 208-734-7389</u>    |                                                                                                                                                                                                             |                                                    |
| License Applicant                                               | <u>Danbar L.L.C.</u>                                         |                                                                                                                                                                                                             |                                                    |
| If Corporation, partnership, LLC etc. List all members/officers | DANBAR L.L.C.<br>3072 HEATHERWOOD RD<br>TWIN FALLS, ID 83301 | Dan Fuchs                      3072 Heatherwood Rd.<br>Edward Fuchs                2148 Hillcrest Lane<br>Kenneth Fuchs                3989 N 3540 E<br>Douglas Fuchs                1919 Candleridge Drive | Twin Falls<br>Kimberly<br>Twin Falls<br>Twin Falls |

# 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 762.50  
 Rec No 353079  
 Date 04-08-2008  
 Date to City Council: 4-15-08  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_


Date that you would like to begin alcohol service May 19, 2008

**Check the ONE box that applies:**

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

|                                                                 |                                                    |
|-----------------------------------------------------------------|----------------------------------------------------|
| Business Name                                                   | Aubrey's House of Ale                              |
| Business Mailing Address                                        | 3072 Heatherwood Road                              |
| City, State, Zip                                                | Twin Falls, Id 83301                               |
| Business Physical Address                                       | 2065 West Riverstone Drive Suite 205               |
| City, State, Zip                                                | Coeur d'Alene, Id. 83814                           |
| Business Contact                                                | Business Telephone: 208-735-8700 Fax: 208-734-7389 |
| License Applicant                                               | Daniel S. FUCHS                                    |
| If Corporation, partnership, LLC etc. List all members/officers |                                                    |

City Council  
STAFF REPORT

**DATE:** April 15, 2008  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** **Acceptance of Waterline Easements from Ken Murren & Interstate Asphalt Co.**

---

**DECISION POINT**

The City Council must accept easement on behalf of the City.

**HISTORY**

Mr. Murren was in need of water service to a portion of his lot situated between the northerly side of the Interstate Asphalt pit site and Dalton Avenue. The available water line to provide the necessary service was situated in Clayton Avenue, south of the subject property and adjacent to the Interstate site. In order to reach the subject property, the line needed to traverse the Interstate property and extend onto the Murren site. In order for the City to be able to access the installed line, easements for installation, operation and maintenance were necessary.

**FINANCIAL ANALYSIS**

All installation and document preparation costs were borne by the developer, and the City will pay for the recordation cost of the easements.

**PERFORMANCE ANALYSIS**

All of the necessary infrastructure has been installed and accepted by the Water Department.

**RECOMMENDATION**

Direct staff to proceed with the recordation of the easements with the Kootenai County Recorder.



**Grant of Easement  
FOR WATER MAIN AND APPURTENANCES**

**KNOW ALL MEN BY THESE PRESENTS**, that **Dalton Square, LLC** whose address is **710 W Dalton Ave** Coeur d'Alene, Idaho 83815 **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), 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, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

The south 20 feet of the east 85 feet of the north 110 feet of Lot 4, First Addition to Meyerdale as described in that Quit Claim deed recorded as instrument number 2114389000 (records of Kootenai county, Idaho)

**TO MAINTAIN AND/OR USE** a water pipeline(s), together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation therefore, together with the right to use this easement for access to **GRANTEES** right-of-way situated in adjacent lands, without any additional compensation therefore, upon, along, over and under the easement described above.

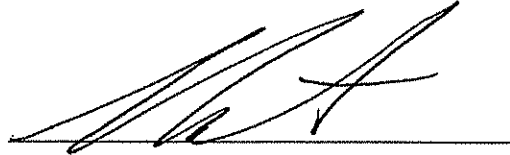
**GRANTOR**, its heirs, successors and assigns shall not erect or construct or permit to be erected or constructed any building, fence, structure or improvement or plant any tree or trees or plant any other vegetation or flora excepting grass within said easement or increase or decrease the existing ground elevations without the express written approval of the City of Coeur d'Alene as evidenced by the signature of the City Engineer on an approved plan. **GRANTOR**, its heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

**GRANTOR** agrees that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

**GRANTEE** may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

GRANTOR expressly warrants and represents that GRANTOR has the power to grant this easement in accordance with its terms.

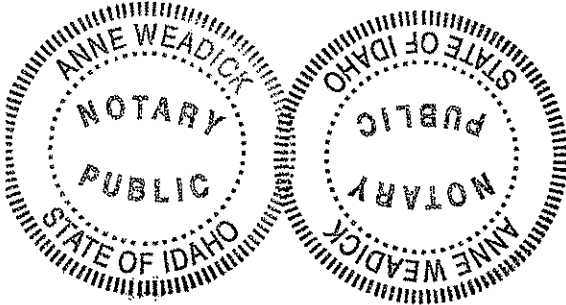
IN WITNESS WHEREOF, the GRANTOR has executed this easement this 5th day of February, 2008

 GRANTOR

STATE OF IDAHO )  
) ss.  
County of Kootenai )

On this 5th day of February, 2008 before me, a Notary Public, personally appeared Ron Stadley, known or identified to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged to me that they voluntarily 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.



Anne Weadick  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires September 5, 2012

**Grant of Easement**  
FOR WATER MAIN AND APPURTENANCES

**KNOW ALL MEN BY THESE PRESENTS**, that **Interstate Concrete and Asphalt Company** whose address is **845 Kathleen Ave** Coeur d'Alene, Idaho 83815, **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), 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, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of water facilities and appurtenances, over and through the following described property in Kootenai County, to wit:

The east 20 feet of the north 319.5 feet of that tract of land described in Warranty Deed recorded in Book 343 of Deeds at Page 318 (records of Kootenai County, Idaho).

**TO MAINTAIN AND/OR USE** a water pipeline, together with such fixtures and appurtenances, at such locations and elevations as **GRANTEE** may now or hereafter determine in its sole discretion without an additional compensation therefore.

**GRANTOR**, its heirs, successors and assigns shall not erect or construct or permit to be erected or constructed any building, fence, structure or improvement or plant any tree or trees or plant any other vegetation or flora excepting grass within said easement or increase or decrease the existing ground elevations without the written approval of the City of Coeur d'Alene as evidenced by the signature of the City Engineer on an approved plan.

**GRANTEE** may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of the existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTOR** or **GRANTOR** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

**GRANTEE** agrees that the **GRANTOR** may access the installed waterline for future use after meeting normal city hook up requirements.

**GRANTEE** agrees that the **GRANTOR** may relocate the installed water facilities at **GRANTOR'S** expense.

**GRANTOR** expressly warrants and represents that **GRANTOR** has the power to grant this easement in accordance with its terms.

IN WITNESS WHEREOF, the GRANTOR has executed this easement this 25<sup>th</sup> day of February, 2008.

C. Patrick McFarlane GRANTOR

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 25<sup>th</sup> day of February, 2008, before me, a Notary Public, personally appeared C. Patrick McFarlane, known or identified to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged to me that they voluntarily 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.



[Signature]  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires 12/6/2010

# ANNOUNCEMENTS

# Memo to Council

DATE: April 7, 2008

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the April 15th Council Meeting:

VICTORIA ROBERGE      CEMETERY ADVISORY BOARD

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Terry Machado  
Doug Eastwood  
Susan Weathers

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday, April 7, 2008

**COMMITTEE MEMBERS PRESENT**

Deanna Goodlander, Chairperson  
Ron Edinger  
John Bruning

**STAFF PRESENT**

Kenny Gabriel, Fire Chief  
Wendy Gabriel, City Administrator

**STAFF *continued* ...**

Pam MacDonald, Human Resources Director  
Renata McLeod, Project Coordinator  
Jim Washko, Deputy Fire Chief  
Troy Tymesen, Finance Director  
Jon Ingalls, Deputy City Administrator  
Jeff Sells, Firefighter  
Cody, search and rescue canine

**Item 1. Training Agreement/The Institute for Advanced Development.  
(Resolution No. 08-019)**

Renata McLeod, Project Coordinator, is requesting approval of a training agreement with The Institute for Advanced Development for the training course: "Creating Exceptional Business Relationships, Through Communication and Partnering Strategies." The course will be held in two sessions, that will be approximately 4 hours each held May 29, 2008. The training to be provided is based on feedback from the Executive Team and represents identified needs. The courses will be held for approximately 50 Department Heads and Supervisors. The training cost is approximately \$2725.00, plus hotel expenses (unknown at this time estimated to be \$100.00), supplies (estimated to be \$50.00), and personality profiles (\$10.00 per person) \$500.00. The estimated total is **\$3,375.00**, making the per person cost approximately **\$67.50**, which is cost effective and will be covered by each department's training budget.

Councilman Edinger asked if the training is for only Department Heads and Supervisors. Ms. McLeod responded that each Department Head can send other staff if they so choose. Councilman Edinger asked where Dr. Iverson is from. Ms. McLeod responded, from the Seattle area. Councilman Edinger asked if local trainers are ever utilized. Ms. McLeod responded that staff requested this particular trainer as they have really connected with him during prior training sessions. She also stated that local trainers have been used in the past, however, Dr. Iverson's training seems to rise to the top of the list for requested training.

**MOTION by Bruning, seconded by Edinger, to RECOMMEND City Council adopt Resolution No. 08-019 approving the Training Agreement with The Institute for Advanced Development for staff training that will be held May 29, 2008.**

**Item 2. Auctioneers Agreement/Surplus Auction with Mr. Auction.  
(Resolution No. 08-019)**

Troy Tymesen, Finance Director, is requesting approval of a contract with MR Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 31, 2008. Mr. Tymesen reported that annually, the City liquidates underutilized and seized assets. Conducting a public sale completes the process. The budgeted revenue for the surplus auction is \$12,000.00 in this fiscal year. The auction generated \$15,449.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale. MR. Auction conducted the sale last year and there are no changes to the contract.



**MOTION: by Edinger, seconded by Bruning, to RECOMMEND City Council adopt Resolution No. 08-019 approving the contract with MR Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 31, 2008.**

**Item 3.** Volunteer Program/Fire Department.  
**(Agenda Item)**

Kenny Gabriel, Fire Chief, is requesting approval to allow the Fire Department to institute a Volunteer program. Chief Gabriel reported that with the numerous operational changes in the Fire Department they have identified a need to institute a volunteer program. The program will center on the Fire Departments Technical Rescue Team. The Technical Rescue Team will need a number of support personnel ranging from dog handlers to engineers. These positions are ‘volunteer only’ but are necessary to fulfill federal requirements for a Technical Rescue Team. We will also look at various support positions such as public education specialist, photographers, etc. to assist with needs in administration. Chief Gabriel said they plan a cap of twenty (20) volunteer participants. Minor costs associated with uniforms and perhaps some minor equipment will be absorbed into the existing budget. They will also work through the Citizen Corp. in the County to receive funds for this program. Chief Gabriel went on to report that the volunteer positions will be a great resource to the City. It will allow us to fill gaps in the technical rescue team as well as address needs in administration while not adversely impacting the general fund.

Councilman Bruning asked if the city will carry workman’s compensation on the volunteers. Chief Gabriel responded, yes.

Councilman Edinger asked if the Fire Department has thought about having Volunteer Fire Fighters. Chief Gabriel responded, yes, they’ve considered it many times. Unfortunately, a volunteer has to meet the same national standards as a professional fire fighter. Therefore, economically, they cannot make it work.

**MOTION: by Edinger, seconded by Bruning, to RECOMMEND City Council authorize the Fire Department to pursue instituting a volunteer program.**

**Item 4.** Presentation/Search Dogs For Fire Department.  
**(Agenda Item)**

Jeff Sells, Firefighter, gave a presentation regarding the Idaho Urban Search and Rescue Canine Program. Mr. Sells discussed the following topics:

- Why a Urban Search and Rescue (USAR) Canine Program
- How the program works
- What has been done so far with the canines and the program
- What the Canines do
- Canine Physical Agility & Conditioning
- Canine Live Find Teams and Recovery/Cadaver Teams

Councilman Bruning asked if the canines are utilized for drug searches. Mr. Sells responded, no.

Councilman Edinger asked if the canines are sent into burning building if it’s suspected to have people inside. Mr. Sells responded, no.

Councilman Goodlander asked about funding the program. Mr. Sells said most donations are received by private citizens. They are talking with United Way to see if they can offer any assistance. Most of the canine costs are covered by the canine's handler. Chief Gabriel added that Deputy Fire Chief Washko is working with the State to obtain additional funding as the canines are a valuable asset to the USAR program.

Councilman Edinger asked where the canine's stay. Mr. Sells said the canines are with their handler most of the time. When at the Fire Department, his canine, Cody, is with him. Cody is placed in a crate when he is out on a call.

**MOTION: by Edinger, seconded by Bruning, to RECOMMEND City Council approve using canines as part of the Fire Department's Urban Search and Rescue Team.**

The meeting adjourned at 12:30 p.m.

Respectfully submitted,

*Juanita Van Cleave*  
Recording Secretary

# General Services Committee

Date: February 8, 2008

From: Kenny Gabriel, Fire Chief

Re: Volunteer Program

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**DECISION POINT:** Should Mayor and Council allow the Fire Department to institute a Volunteer program

**HISTORY:** With the numerous operational changes in the Fire Department we have identified a need to institute a volunteer program. This program will center on our technical rescue team. For the team we need a number of support personnel ranging from dog handlers to engineers. These positions are volunteer only but are necessary to fulfill federal requirements for a technical rescue team. We also will look at various support positions such as public education specialist, photographers, etc. to assist with needs in administration. We plan on putting a cap of twenty (20) participants.

**FINANCIAL ANALYSIS:** This will be a true volunteer position. There will be minor cost associated with uniforms and perhaps some minor equipment which will be absorbed into our existing budget. We also are going to work through the citizen corp. in the County to receive funds for this program. Our Finance Director has also addressed the workman compensation issue and has indicated there will be no impact to the City.

**PERFORMANCE ANALYSIS:** These positions will be great resources to the City. It will allow us to fill gaps in the technical rescue team as well as address needs in administration while not adversely impacting the general fund.

**DECISION POINT/RECOMMENDATION:** Give permission to the Fire Department to pursue a volunteer program.

OTHER BUSINESS

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**Date:** April 09, 2008  
**From:** Troy Tymesen, Finance Director  
**SUBJECT:** **XO COMMUNICATIONS AGREEMENT RENEWAL** *(Council Action Required)*

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**HISTORY:**

XO proposed has proposed a new contract to the City of Coeur d'Alene that will provide a cost saving per month and clear up an outstanding balance of \$27,000.

**FINANCIAL ANALYSIS:**

The cost per month under the existing agreement is \$2,456.53. The monthly cost under the new agreement will be \$1,978.78. At a savings of \$477.75 per month, we will realize an annual savings of \$5,733.00 over the next three years.

XO Communications will also give the City of Coeur d'Alene a \$17,000 credit toward the outstanding balance. The balance was created do to an audit that revealed phone lines that the City was using, but was not being charged for.

**PERFORMANCE ANALYSIS:**

Our relationship with XO has been very positive over the last three years. Terry Martin of Northwest Telecom Associates, has been working as a sales representative for XO for several years. She helped to develop our first agreement with XO three years ago and recently negotiated a new three year contract between the City and XO with some added benefits and cost savings. She has been a valuable asset in our working relationship with XO and is always striving to improve the working relationship between XO and the city.

**DECISION POINT:**

Recommend to City Council to approve the renewal of a three-year agreement with XO Communications for citywide phone and long distance services with an estimated annual savings of \$5,733.00. The contract contains a 30 day exit point.

*XO Service Order Agreement attached.*

RESOLUTION NO. 08-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICE ORDER AGREEMENT FOR TELEPHONE AND LONG DISTANCE SERVICES, WITH XO COMMUNICATIONS SERVICES, INC.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Agreement with XO Communications Services, Inc., for Telephone and Long Distance Services, 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 Telephone and Long Distance Services, 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 15<sup>th</sup> day of April, 2008.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

XO.

# XO SERVICE ORDER AGREEMENT

Date: 1/9/2008  
 SalesMgr: SHAWN TODD  
 Customer: Howard Gould  
 Primary Contact: Howard Gould 208-769-2311

Quote #: BAN: 001-74838  
 Requested Service Date:

Agent Code:  
 Contract Term: 3 Year  
 Tax ID:

Location #: 100105967  
 Customer: City of Coeur D'Alene  
 Main Phone: 208-769-2300  
 Address Line 1: 3818 N Schreiber Way  
 City: Coeur D'Alene

Media for Bill Detail: SC=  
 International LD Restriction:  
 Main Fax:  
 Address Line 2:  
 State: ID Zip: 83814

| <u>Product Type</u>          | <u>Qty.</u> | <u>Term</u> | <u>Each</u> | <u>Total MRC</u> | <u>Installation/NRC</u> | <u>Annual Fee</u> |
|------------------------------|-------------|-------------|-------------|------------------|-------------------------|-------------------|
| Basic Business Lines         | 23          | 3yr         | \$36.39     | \$836.97         | -                       | -                 |
| Additional Directory Listing | 21          | 3yr         | \$1.70      | \$35.70          | -                       | -                 |
| Hunt                         | 5           | 3yr         | -           | -                | -                       | -                 |
| XO LD 5,000 Business Plan    | 1           | 3yr         | -           | \$137.50         | -                       | -                 |
| <b>Discounts:</b>            |             |             |             |                  |                         |                   |
| 10% Three Year Term Discount | 1           | 3yr         | -           | -\$83.70         |                         |                   |
| 10% Renewal Discount         | 1           | 3yr         | -           | -\$75.33         |                         |                   |

Usage over the XO 5000 LD minute allotment are billed at \$0.034 cents per minute.

Monthly MRC: \$1,010.17 Total Discount: \$159.03 Total Installation/NRC: \$0.00 Total Annual Fees:



**Order Totals**

|                       |            |                         |                          |
|-----------------------|------------|-------------------------|--------------------------|
| Total MRC:            | \$1,010.17 |                         |                          |
| Grand Total Discount: | \$159.03   |                         |                          |
| Grand Total MRC:      | \$851.14   | Grand Total NRC: \$0.00 | Grand Total Annual Fees: |

**THE APPENDED "XO SERVICE ORDER TERMS" ARE INCORPORATED INTO AND MADE PART OF THIS "SERVICE ORDER ORDER AGREEMENT."**

By executing this Service Order Agreement (with its appended "XO Service Order Terms" and other Documents, if applicable) ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "General Terms and Conditions" and applicable "Supplemental Product Terms and Conditions" (including "Additional Definitions" and "Miscellaneous Charges") (collectively, "Terms and Conditions") located at [www.terms.xo.com](http://www.terms.xo.com), unless those Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this SOA. It is the intent of the parties to incorporate via reference into this SOA all applicable website terms and conditions located at [www.terms.xo.com](http://www.terms.xo.com), as they may be modified from time to time consistent with this SOA.

Customer shall pay the "Grand Order Totals" of charges set forth above, which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by XO including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law. If there are any discrepancies between the Grand Order Totals of charges shown above and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.

Customer authorizes XO to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for XO to establish Customer's account and provision and maintain Service. Customer shall furnish such executed "letters of agency" to XO or its designee as may be required in connection with Service.

If a "Master Services Agreement" ("MSA") or "Master Services Order Agreement" ("MSOA") (or their equivalents) exists between Customer and XO and is in effect as of the date of this SOA, Service will be furnished pursuant to such MSA or MSOA, except that the charges set forth in this SOA shall apply. If said MSA or MSOA (or their equivalents) does not include the applicable product Exhibit for the Service requested, the Terms and Conditions set forth at [www.terms.xo.com](http://www.terms.xo.com) and incorporated herein will apply to the Service.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer.

Customer must sign (and, if applicable, check and initial immediately below its acknowledgment and receipt of the Documents shown) and deliver this SOA, without modification, to XO within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 hereof, or XO may decline to

**CUSTOMER:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Customer Representative's Signature

\_\_\_\_\_  
Authorized Customer Representative's Name

\_\_\_\_\_  
Authorized Customer Representative's Title

\_\_\_\_\_  
Date Signed by Customer

**XO COMMUNICATIONS SERVICES, INC.**

*Maurice Turnipseed*  
\_\_\_\_\_  
Authorized XO Representative's Signature

**MAURICE TURNIPSEED**  
\_\_\_\_\_  
Authorized XO Representative's Name

**CUSTOMER MARKETING ADVOCATE**  
\_\_\_\_\_  
Authorized XO Representative's Title

**1/9/2008**  
\_\_\_\_\_  
Date Signed by XO

(Sales Manager or above)

|                 |                       |                  |                        |
|-----------------|-----------------------|------------------|------------------------|
| Date:           | 1/9/2008              | Sales Rep Phone: | 877-842-9009 EXT. 4137 |
| Sales Rep:      | MAURICE TURNIPSEED    |                  |                        |
| Customer:       | City of Coeur D'Alene |                  |                        |
| Main Phone:     | 208-769-2300          | Main Fax:        |                        |
| Tax ID:         |                       | Primary Contact: |                        |
| Address Line 1: | 3818 N Schreiber Way  | Address Line 2:  |                        |
| City:           | Coeur D'Alene         | State:           | ID                     |
|                 |                       | Zip:             | 83814                  |

**Additional information:** (None of the information provided below is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this SOA or in applicable Terms and Conditions established at [www.terms.xo.com](http://www.terms.xo.com).)



Addendum to Service Order Agreement

THIS ADDENDUM is executed by and between XO COMMUNICATIONS SERVICES, INC., on behalf of itself and its operating affiliates ("XO") and CITY OF COEUR D'ALENE, a \_\_\_\_\_ corporation ("Customer") with reference to those certain Service Order Agreements, dated January 9, 2008, BAN #s 001-58452 and # 001-74838 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Parties have entered into the Agreement for the provision of telecommunications services as described in the Agreement; and

WHEREAS, the Parties seek to amend the terms of the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

I. The following section is added to the Agreement:

M. TECHNOLOGY CHANGES. The Parties agree that if (1) new technologies that may improve the provision of telecommunications services are developed and made commercially available by XO to customers similarly situated to Customer after the execution of this Agreement, and (2) Customer wishes to implement such new technology to replace existing services provided by XO, then upon request by Customer, the Parties will meet to discuss implementing such potential change for Customer by assessing its potential impact on Customer's pricing and on any existing revenue and/or volume commitments; provided, however, that no change will be made unless Customer's account is current (i.e. no balance older than 30 days) prior to any such transition of services. If Customer elects to implement new technology from XO, XO, acting in a commercially reasonable manner, may agree to adjust Customer's rates and any revenue and/or volume commitments.

II. This Addendum sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. In the event of any inconsistency between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern. The Agreement, including this Addendum, may not be amended or modified unless mutually agreed to in writing executed by authorized representatives of the Parties.

Except as provided herein, all of the terms and conditions of the Agreement, the terms and conditions at www.terms.xo.com and XO's tariffs shall remain in full force and effect.

By signing this form, I represent that I agree to and understand the terms and conditions of this Addendum. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

XO COMMUNICATIONS SERVICES, INC., on behalf of itself and its operating affiliates

CITY OF COEUR D'ALENE

By: Shawna & Ruby

By: \_\_\_\_\_

Printed Name: Shawna L. Ruby

Printed Name: \_\_\_\_\_

Title: Director, Customer Marketing

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

Date: 7/16/2008

Date: \_\_\_\_\_

## XO Service Order Terms

**A. SERVICE.** The Service (or Services) to be furnished is (are) identified in this SOA, the Terms and Conditions incorporated herein (and located at [www.terms.xo.com](http://www.terms.xo.com)) and in any Schedules, Addenda, Appendices or Exhibits appended hereto and made part hereof ("Agreement"). Service also may be provided pursuant to tariffs on file with regulatory agencies, in which event the applicable tariffs will be incorporated herein and made part of this SOA. In the event of a conflict between these Terms and Conditions and those established in any applicable tariff, the tariff shall be controlling to the extent of the inconsistency. Upon cancellation of any tariff, these Terms and Conditions shall apply. And, when applicable, Service will be subject to XO's "Acceptable Use Policy" ("AUP") found at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html).

**B. TERM.** The initial term of Service ("Initial Term") shall be as set forth in the SOA and shall begin on the Start of Service Date.

**C. CUSTOMER TERMINATION FOR CONVENIENCE.** If Customer elects to terminate Service for any reason, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide XO with written notice of its intent. Such notice must identify with specificity the Service to be terminated (e.g., Circuit Identification Number, the A and Z locations of Service) and the requested effective date of termination, which date may not be less than thirty (30) days from the date the notice is received by XO. Any attempted termination via any other method or approach shall not be effective. Customer will be liable for applicable early termination charges.

**D. COMPANY TERMINATION FOR DEFAULT.** If Company terminates Service, in whole or in part, for cause, Customer shall be liable for applicable cancellation or early termination charges.

**E. RATES AND CHARGES.** Service rates and charges shall be as set forth in the Terms and Conditions or in this SOA and shall remain in effect during the Initial Term. In the event of a conflict between the rates and charges set forth in the Terms and Conditions and those established in this SOA, the rates and charges set forth in this SOA shall be controlling.

**F. PAYMENT.** Customer shall pay for Service by check sent to an address specified by XO, by wire transfer sent in accordance with applicable instructions provided by XO, or by such other method approved by XO and communicated to Customer. All invoices are due within thirty (30) days of invoice date. Any invoice not paid in full within said period will be past due and subject to a late payment fee of the lesser of 1.5% per month or the maximum rate permitted by applicable law on all past-due balances.

**G. CREDIT AUTHORIZATION.** Customer acknowledges that XO's acquisition of credit information from third parties is not an extension of "credit" to Customer. As a result of any credit inquiry, XO may impose alternative payment requirements on Customer, including the submission, upon demand, of a cash deposit, bond or other financial assurance of payment. Acceptance by Customer of such an alternative payment method may be a condition precedent to the initial or continued provision of Service to Customer.

**H. CANCELLATION BEFORE START OF SERVICE DATE.** If Customer cancels Service or breaches this Agreement after its execution but prior to the Start of Service Date, Customer, in addition

to being subject to other applicable payment requirements established in the Terms and Conditions or in this SOA, shall not be eligible for the Satisfaction Guarantee set forth at [www.xo.com/care/xoguarantee.pdf](http://www.xo.com/care/xoguarantee.pdf).

**I. START OF SERVICE DATE.** The Start of Service Date, unless otherwise specified in writing, shall be the date Customer is notified by Company that Service is available for use. Billing will commence on the Start of Service Date.

**J. COMPLETE AGREEMENT.** This Agreement represents the complete agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, except for any MSA or MSOA (or their equivalents) existing between the parties as of the date of this SOA. By its signature on this SOA, Customer acknowledges and accepts that the Terms and Conditions including, but not limited to, those relating to billing and payment, default, warranties, dispute resolution, indemnification and limitations of liability located at [www.terms.xo.com](http://www.terms.xo.com) are incorporated into and made part of the Agreement.

**K. CHANGES.** This Agreement may be modified only by written amendment of this SOA, or by changes made by XO from time to time to applicable tariffs, the Terms and Conditions or the AUP, as required or permitted by law. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to affect the terms of this Agreement. Any purported modification of the SOA not signed by XO shall be null and void and will subject the Agreement to immediate termination. Customer shall be bound by any Agreement modifications made by XO after applicable tariff changes have taken effect, upon the posting of changes to the Terms and Conditions located at [www.terms.xo.com](http://www.terms.xo.com) and the furnishing of appropriate Customer notice thereof, or upon the posting of changes to the AUP located at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html). The referenced XO websites containing the Terms and Conditions and the AUP will be accessible by Customer at all times. Customer shall be provided with at least fifteen (15) days notice of any modification of the Terms and Conditions that might materially and adversely affect Customer so that Customer can elect to discontinue Service and avoid the effects of the modification. Said Notice may be furnished by: (1) a message included with an invoice; (2) a postcard or letter; (3) calling and speaking to Customer or leaving a message; or (4) e-mail, if the Customer has consented to its use. In addition, modifications of the Terms and Conditions will be published at [www.terms.xo.com](http://www.terms.xo.com) at least fifteen (15) days in advance of their taking effect. In no event will any modification made by XO diminish, or be deemed to diminish, any Service Level Agreement applicable to Service and contained in the Supplemental Product Terms and Conditions. Upon Customer request made by calling 1-888-699-6398, XO will furnish a hard copy of the website terms and conditions applicable to Service at the time of the Customer request.

**L. JURISDICTION AND VENUE.** This Agreement shall be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws. Customer consents to the exclusive jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia



# XO SERVICE ORDER AGREEMENT

Date: 1/9/2008  
 SalesMgr: SHAWN TODD  
 Customer: Howard Gould  
 Primary Contact: Howard Gould 208-769-2311

Quote #: BAN: 001-58452  
 Requested Service Date:

Agent Code:  
 Contract Term: 3 Year  
 Tax ID:

Location #: 100066679  
 Customer: City of Coeur D'Alene  
 Main Phone: 208-769-2300  
 Address Line 1: 710 E Mullan Ave  
 City: Coeur D'Alene

Media for Bill Detail: SC=  
 International LD Restriction:  
 Main Fax:  
 Address Line 2:  
 State: ID Zip: 83814

| <u>Product Type</u>          | <u>Qty.</u> | <u>Term</u> | <u>Each</u> | <u>Total<br/>MRC</u> | <u>Installation/NRC</u> | <u>Annual Fee</u> |
|------------------------------|-------------|-------------|-------------|----------------------|-------------------------|-------------------|
| LL DS1                       | 2           | 3yr         | \$322.00    | \$644.00             | -                       |                   |
| LH DS1                       | 1           | 3yr         | \$0         | \$0.00               | -                       |                   |
| <b>Discounts:</b>            |             |             |             |                      |                         |                   |
| 10% Three Year Term Discount | 1           | 3yr         | -           | -\$64.40             |                         |                   |
| 10% Renewal Discount         | 1           | 3yr         | -           | -\$57.96             |                         |                   |

Monthly MRC: \$644.00 Total Discount: \$122.36 Total Installation/NRC: \$0.00 Total Annual Fees:

**Order Totals**

|                       |          |                         |                          |
|-----------------------|----------|-------------------------|--------------------------|
| Total MRC:            | \$644.00 |                         |                          |
| Grand Total Discount: | \$122.36 |                         |                          |
| Grand Total MRC:      | \$521.64 | Grand Total NRC: \$0.00 | Grand Total Annual Fees: |

**THE APPENDED "XO SERVICE ORDER TERMS" ARE INCORPORATED INTO AND MADE PART OF THIS "SERVICE ORDER ORDER AGREEMENT."**

By executing this Service Order Agreement (with its appended "XO Service Order Terms" and other Documents, if applicable) ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "General Terms and Conditions" and applicable "Supplemental Product Terms and Conditions" (including "Additional Definitions" and "Miscellaneous Charges") (collectively, "Terms and Conditions") located at [www.terms.xo.com](http://www.terms.xo.com), unless those Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this SOA. It is the intent of the parties to incorporate via reference into this SOA all applicable website terms and conditions located at [www.terms.xo.com](http://www.terms.xo.com), as they may be modified from time to time consistent with this SOA.

Customer shall pay the "Grand Order Totals" of charges set forth above, which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by XO including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law. If there are any discrepancies between the Grand Order Totals of charges shown above and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.

Customer authorizes XO to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for XO to establish Customer's account and provision and maintain Service. Customer shall furnish such executed "letters of agency" to XO or its designee as may be required in connection with Service.

If a "Master Services Agreement" ("MSA") or "Master Services Order Agreement" ("MSOA") (or their equivalents) exists between Customer and XO and is in effect as of the date of this SOA, Service will be furnished pursuant to such MSA or MSOA, except that the charges set forth in this SOA shall apply. If said MSA or MSOA (or their equivalents) does not include the applicable product Exhibit for the Service requested, the Terms and Conditions set forth at [www.terms.xo.com](http://www.terms.xo.com) and incorporated herein will apply to the Service.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer.

Customer must sign (and, if applicable, check and initial immediately below its acknowledgment and receipt of the Documents shown) and deliver this SOA, without modification, to XO within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 hereof, or XO may decline to

CUSTOMER: \_\_\_\_\_

\_\_\_\_\_  
Authorized Customer Representative's Signature

\_\_\_\_\_  
Authorized Customer Representative's Name

\_\_\_\_\_  
Authorized Customer Representative's Title

\_\_\_\_\_  
Date Signed by Customer

**XO COMMUNICATIONS SERVICES, INC.**

*Maurice Turnipseed*  
\_\_\_\_\_  
Authorized XO Representative's Signature

**MAURICE TURNIPSEED**  
\_\_\_\_\_  
Authorized XO Representative's Name

**CUSTOMER MARKETING ADVOCATE**  
\_\_\_\_\_  
Authorized XO Representative's Title

**1/9/2008**  
\_\_\_\_\_  
Date Signed by XO

(Sales Manager or above)

|                 |                       |                  |                        |
|-----------------|-----------------------|------------------|------------------------|
| Date:           | 1/9/2008              | Sales Rep Phone: | 877-842-9009 EXT. 4137 |
| Sales Rep:      | MAURICE TURNIPSEED    |                  |                        |
| Customer:       | City of Coeur D'Alene |                  |                        |
| Main Phone:     | 208-769-2300          | Main Fax:        |                        |
| Tax ID:         |                       | Primary Contact: |                        |
| Address Line 1: | 3818 N Schreiber Way  | Address Line 2:  |                        |
| City:           | Coeur D'Alene         | State:           | ID                     |
|                 |                       | Zip:             | 83814                  |

**Additional information:** (None of the information provided below is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this SOA or in applicable Terms and Conditions established at [www.terms.xo.com](http://www.terms.xo.com).)



**Addendum to Service Order Agreement**

THIS ADDENDUM is executed by and between **XO COMMUNICATIONS SERVICES, INC.**, on behalf of itself and its operating affiliates ("XO") and **CITY OF COEUR D'ALENE**, a \_\_\_\_\_ corporation ("Customer") with reference to those certain Service Order Agreements, dated January 9, 2008, BAN #s 001-58452 and # 001-74838 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

**WHEREAS**, the Parties have entered into the Agreement for the provision of telecommunications services as described in the Agreement; and

**WHEREAS**, the Parties seek to amend the terms of the Agreement as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

I. The following section is added to the Agreement:

**M. TECHNOLOGY CHANGES.** The Parties agree that if (1) new technologies that may improve the provision of telecommunications services are developed and made commercially available by XO to customers similarly situated to Customer after the execution of this Agreement, and (2) Customer wishes to implement such new technology to replace existing services provided by XO, then upon request by Customer, the Parties will meet to discuss implementing such potential change for Customer by assessing its potential impact on Customer's pricing and on any existing revenue and/or volume commitments; provided, however, that no change will be made unless Customer's account is current (i.e. no balance older than 30 days) prior to any such transition of services. If Customer elects to implement new technology from XO, XO, acting in a commercially reasonable manner, may agree to adjust Customer's rates and any revenue and/or volume commitments.

II. This Addendum sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. In the event of any inconsistency between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern. The Agreement, including this Addendum, may not be amended or modified unless mutually agreed to in writing executed by authorized representatives of the Parties.

Except as provided herein, all of the terms and conditions of the Agreement, the terms and conditions at [www.terms.xo.com](http://www.terms.xo.com) and XO's tariffs shall remain in full force and effect.

By signing this form, I represent that I agree to and understand the terms and conditions of this Addendum. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

**XO COMMUNICATIONS SERVICES, INC.,**  
on behalf of itself and its operating affiliates

**CITY OF COEUR D'ALENE**

By: Shawna L Ruby

By: \_\_\_\_\_

Printed Name: Shawna L. Ruby

Printed Name: \_\_\_\_\_

Title: Director, Customer Marketing

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

Date: 1/11/2008

Date: \_\_\_\_\_



## XO Service Order Terms

**A. SERVICE.** The Service (or Services) to be furnished is (are) identified in this SOA, the Terms and Conditions incorporated herein (and located at [www.terms.xo.com](http://www.terms.xo.com)) and in any Schedules, Addenda, Appendices or Exhibits appended hereto and made part hereof ("Agreement"). Service also may be provided pursuant to tariffs on file with regulatory agencies, in which event the applicable tariffs will be incorporated herein and made part of this SOA. In the event of a conflict between these Terms and Conditions and those established in any applicable tariff, the tariff shall be controlling to the extent of the inconsistency. Upon cancellation of any tariff, these Terms and Conditions shall apply. And, when applicable, Service will be subject to XO's "Acceptable Use Policy" ("AUP") found at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html).

**B. TERM.** The initial term of Service ("Initial Term") shall be as set forth in the SOA and shall begin on the Start of Service Date.

**C. CUSTOMER TERMINATION FOR CONVENIENCE.** If Customer elects to terminate Service for any reason, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide XO with written notice of its intent. Such notice must identify with specificity the Service to be terminated (e.g., Circuit Identification Number, the A and Z locations of Service) and the requested effective date of termination, which date may not be less than thirty (30) days from the date the notice is received by XO. Any attempted termination via any other method or approach shall not be effective. Customer will be liable for applicable early termination charges.

**D. COMPANY TERMINATION FOR DEFAULT.** If Company terminates Service, in whole or in part, for cause, Customer shall be liable for applicable cancellation or early termination charges.

**E. RATES AND CHARGES.** Service rates and charges shall be as set forth in the Terms and Conditions or in this SOA and shall remain in effect during the Initial Term. In the event of a conflict between the rates and charges set forth in the Terms and Conditions and those established in this SOA, the rates and charges set forth in this SOA shall be controlling.

**F. PAYMENT.** Customer shall pay for Service by check sent to an address specified by XO, by wire transfer sent in accordance with applicable instructions provided by XO, or by such other method approved by XO and communicated to Customer. All invoices are due within thirty (30) days of invoice date. Any invoice not paid in full within said period will be past due and subject to a late payment fee of the lesser of 1.5% per month or the maximum rate permitted by applicable law on all past-due balances.

**G. CREDIT AUTHORIZATION.** Customer acknowledges that XO's acquisition of credit information from third parties is not an extension of "credit" to Customer. As a result of any credit inquiry, XO may impose alternative payment requirements on Customer, including the submission, upon demand, of a cash deposit, bond or other financial assurance of payment. Acceptance by Customer of such an alternative payment method may be a condition precedent to the initial or continued provision of Service to Customer.

**H. CANCELLATION BEFORE START OF SERVICE DATE.** If Customer cancels Service or breaches this Agreement after its execution but prior to the Start of Service Date, Customer, in addition

to being subject to other applicable payment requirements established in the Terms and Conditions or in this SOA, shall not be eligible for the Satisfaction Guarantee set forth at [www.xo.com/care/xoquarantee.pdf](http://www.xo.com/care/xoquarantee.pdf).

**I. START OF SERVICE DATE.** The Start of Service Date, unless otherwise specified in writing, shall be the date Customer is notified by Company that Service is available for use. Billing will commence on the Start of Service Date.

**J. COMPLETE AGREEMENT.** This Agreement represents the complete agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, except for any MSA or MSOA (or their equivalents) existing between the parties as of the date of this SOA. By its signature on this SOA, Customer acknowledges and accepts that the Terms and Conditions including, but not limited to, those relating to billing and payment, default, warranties, dispute resolution, indemnification and limitations of liability located at [www.terms.xo.com](http://www.terms.xo.com) are incorporated into and made part of the Agreement.

**K. CHANGES.** This Agreement may be modified only by written amendment of this SOA, or by changes made by XO from time to time to applicable tariffs, the Terms and Conditions or the AUP, as required or permitted by law. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to affect the terms of this Agreement. Any purported modification of the SOA not signed by XO shall be null and void and will subject the Agreement to immediate termination. Customer shall be bound by any Agreement modifications made by XO after applicable tariff changes have taken effect, upon the posting of changes to the Terms and Conditions located at [www.terms.xo.com](http://www.terms.xo.com) and the furnishing of appropriate Customer notice thereof, or upon the posting of changes to the AUP located at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html). The referenced XO websites containing the Terms and Conditions and the AUP will be accessible by Customer at all times. Customer shall be provided with at least fifteen (15) days notice of any modification of the Terms and Conditions that might materially and adversely affect Customer so that Customer can elect to discontinue Service and avoid the effects of the modification. Said Notice may be furnished by: (1) a message included with an invoice; (2) a postcard or letter; (3) calling and speaking to Customer or leaving a message; or (4) e-mail, if the Customer has consented to its use. In addition, modifications of the Terms and Conditions will be published at [www.terms.xo.com](http://www.terms.xo.com) at least fifteen (15) days in advance of their taking effect. In no event will any modification made by XO diminish, or be deemed to diminish, any Service Level Agreement applicable to Service and contained in the Supplemental Product Terms and Conditions. Upon Customer request made by calling 1-888-699-6398, XO will furnish a hard copy of the website terms and conditions applicable to Service at the time of the Customer request.

**L. JURISDICTION AND VENUE.** This Agreement shall be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws. Customer consents to the exclusive jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia

XO

# XO SERVICE ORDER AGREEMENT

Date: 1/9/2008  
 SalesMgr: SHAWN TODD  
 Customer: Howard Gould  
 Primary Contact: Howard Gould 208-769-2311

Quote #: BAN: 001-58452  
 Requested Service Date:

Agent Code:  
 Contract Term: 3 Year  
 Tax ID:

Location #: 100066679  
 Customer: City of Coeur D'Alene  
 Main Phone: 208-769-2300  
 Address Line 1: 710 E Mullan Ave  
 City: Coeur D'Alene

Media for Bill Detail: SC=  
 International LD Restriction:  
 Main Fax:  
 Address Line 2:  
 State: ID Zip: 83814

| <u>Product Type</u> | <u>Qty.</u> | <u>Term</u> | <u>Each</u> | <u>Total</u><br><u>MRC</u> | <u>Installation/NRC</u> | <u>Annual Fee</u> |
|---------------------|-------------|-------------|-------------|----------------------------|-------------------------|-------------------|
| ISDN PRI 23B + 1D   | 1           | 3yr         | \$570.00    | \$570.00                   | -                       |                   |
| Block of 100 DID's  | 3           | 3yr         | \$12        | \$36.00                    | -                       |                   |

ICB Code is 401041

Monthly MRC: \$606.00    Total Discount: \$0.00    Total Installation/NRC: \$0.00    Total Annual Fees:

**Order Totals**

|                       |          |                         |                          |
|-----------------------|----------|-------------------------|--------------------------|
| Total MRC:            | \$606.00 |                         |                          |
| Grand Total Discount: | \$0.00   |                         |                          |
| Grand Total MRC:      | \$606.00 | Grand Total NRC: \$0.00 | Grand Total Annual Fees: |

**THE APPENDED "XO SERVICE ORDER TERMS" ARE INCORPORATED INTO AND MADE PART OF THIS "SERVICE ORDER ORDER AGREEMENT."**

By executing this Service Order Agreement (with its appended "XO Service Order Terms" and other Documents, if applicable) ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by the "General Terms and Conditions" and applicable "Supplemental Product Terms and Conditions" (including "Additional Definitions" and "Miscellaneous Charges") (collectively, "Terms and Conditions") located at [www.terms.xo.com](http://www.terms.xo.com), unless those Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this SOA. It is the intent of the parties to incorporate via reference into this SOA all applicable website terms and conditions located at [www.terms.xo.com](http://www.terms.xo.com), as they may be modified from time to time consistent with this SOA.

Customer shall pay the "Grand Order Totals" of charges set forth above, which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by XO including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law. If there are any discrepancies between the Grand Order Totals of charges shown above and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.

Customer authorizes XO to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for XO to establish Customer's account and provision and maintain Service. Customer shall furnish such executed "letters of agency" to XO or its designee as may be required in connection with Service.

If a "Master Services Agreement" ("MSA") or "Master Services Order Agreement" ("MSOA") (or their equivalents) exists between Customer and XO and is in effect as of the date of this SOA, Service will be furnished pursuant to such MSA or MSOA, except that the charges set forth in this SOA shall apply. If said MSA or MSOA (or their equivalents) does not include the applicable product Exhibit for the Service requested, the Terms and Conditions set forth at [www.terms.xo.com](http://www.terms.xo.com) and incorporated herein will apply to the Service.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer.

Customer must sign (and, if applicable, check and initial immediately below its acknowledgment and receipt of the Documents shown) and deliver this SOA, without modification, to XO within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 hereof, or XO may decline to

**CUSTOMER:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Customer Representative's Signature

\_\_\_\_\_  
Authorized Customer Representative's Name

\_\_\_\_\_  
Authorized Customer Representative's Title

\_\_\_\_\_  
Date Signed by Customer

**XO COMMUNICATIONS SERVICES, INC.**

*Maurice Turnipseed*  
\_\_\_\_\_  
Authorized XO Representative's Signature

**MAURICE TURNIPSEED**  
\_\_\_\_\_  
Authorized XO Representative's Name

**CUSTOMER MARKETING ADVOCATE**  
\_\_\_\_\_  
Authorized XO Representative's Title

**1/9/2008**  
\_\_\_\_\_  
Date Signed by XO

(Sales Manager or above)

|                 |                       |                  |                        |
|-----------------|-----------------------|------------------|------------------------|
| Date:           | 1/9/2008              | Sales Rep Phone: | 877-842-9009 EXT. 4137 |
| Sales Rep:      | MAURICE TURNIPSEED    |                  |                        |
| Customer:       | City of Coeur D'Alene |                  |                        |
| Main Phone:     | 208-769-2300          | Main Fax:        |                        |
| Tax ID:         |                       | Primary Contact: |                        |
| Address Line 1: | 3818 N Schreiber Way  | Address Line 2:  |                        |
| City:           | Coeur D'Alene         | State:           | ID                     |
|                 |                       | Zip:             | 83814                  |

**Additional information:** (None of the information provided below is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this SOA or in applicable Terms and Conditions established at [www.terms.xo.com](http://www.terms.xo.com).)



**Addendum to Service Order Agreement**

THIS ADDENDUM is executed by and between **XO COMMUNICATIONS SERVICES, INC.**, on behalf of itself and its operating affiliates ("XO") and **CITY OF COEUR D'ALENE**, a \_\_\_\_\_ corporation ("Customer") with reference to those certain Service Order Agreements, dated January 9, 2008, BAN #s 001-58452 and # 001-74838 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

**WHEREAS**, the Parties have entered into the Agreement for the provision of telecommunications services as described in the Agreement; and

**WHEREAS**, the Parties seek to amend the terms of the Agreement as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

I. The following section is added to the Agreement:

**M. TECHNOLOGY CHANGES.** The Parties agree that if (1) new technologies that may improve the provision of telecommunications services are developed and made commercially available by XO to customers similarly situated to Customer after the execution of this Agreement, and (2) Customer wishes to implement such new technology to replace existing services provided by XO, then upon request by Customer, the Parties will meet to discuss implementing such potential change for Customer by assessing its potential impact on Customer's pricing and on any existing revenue and/or volume commitments; provided, however, that no change will be made unless Customer's account is current (i.e. no balance older than 30 days) prior to any such transition of services. If Customer elects to implement new technology from XO, XO, acting in a commercially reasonable manner, may agree to adjust Customer's rates and any revenue and/or volume commitments.

II. This Addendum sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. In the event of any inconsistency between the terms of this Addendum and the Agreement, the terms of this Addendum shall govern. The Agreement, including this Addendum, may not be amended or modified unless mutually agreed to in writing executed by authorized representatives of the Parties.

Except as provided herein, all of the terms and conditions of the Agreement, the terms and conditions at [www.terms.xo.com](http://www.terms.xo.com) and XO's tariffs shall remain in full force and effect.

By signing this form, I represent that I agree to and understand the terms and conditions of this Addendum. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

**XO COMMUNICATIONS SERVICES, INC.**,  
on behalf of itself and its operating affiliates

**CITY OF COEUR D'ALENE**

By: Shawna L Ruby

By: \_\_\_\_\_

Printed Name: Shawna L. Ruby

Printed Name: \_\_\_\_\_

Title: Director, Customer Marketing

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

Date: 7/14/2008

Date: \_\_\_\_\_

## XO Service Order Terms

**A. SERVICE.** The Service (or Services) to be furnished is (are) identified in this SOA, the Terms and Conditions incorporated herein (and located at [www.terms.xo.com](http://www.terms.xo.com)) and in any Schedules, Addenda, Appendices or Exhibits appended hereto and made part hereof ("Agreement"). Service also may be provided pursuant to tariffs on file with regulatory agencies, in which event the applicable tariffs will be incorporated herein and made part of this SOA. In the event of a conflict between these Terms and Conditions and those established in any applicable tariff, the tariff shall be controlling to the extent of the inconsistency. Upon cancellation of any tariff, these Terms and Conditions shall apply. And, when applicable, Service will be subject to XO's "Acceptable Use Policy" ("AUP") found at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html).

**B. TERM.** The initial term of Service ("Initial Term") shall be as set forth in the SOA and shall begin on the Start of Service Date.

**C. CUSTOMER TERMINATION FOR CONVENIENCE.** If Customer elects to terminate Service for any reason, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide XO with written notice of its intent. Such notice must identify with specificity the Service to be terminated (e.g., Circuit Identification Number, the A and Z locations of Service) and the requested effective date of termination, which date may not be less than thirty (30) days from the date the notice is received by XO. Any attempted termination via any other method or approach shall not be effective. Customer will be liable for applicable early termination charges.

**D. COMPANY TERMINATION FOR DEFAULT.** If Company terminates Service, in whole or in part, for cause, Customer shall be liable for applicable cancellation or early termination charges.

**E. RATES AND CHARGES.** Service rates and charges shall be as set forth in the Terms and Conditions or in this SOA and shall remain in effect during the Initial Term. In the event of a conflict between the rates and charges set forth in the Terms and Conditions and those established in this SOA, the rates and charges set forth in this SOA shall be controlling.

**F. PAYMENT.** Customer shall pay for Service by check sent to an address specified by XO, by wire transfer sent in accordance with applicable instructions provided by XO, or by such other method approved by XO and communicated to Customer. All invoices are due within thirty (30) days of invoice date. Any invoice not paid in full within said period will be past due and subject to a late payment fee of the lesser of 1.5% per month or the maximum rate permitted by applicable law on all past-due balances.

**G. CREDIT AUTHORIZATION.** Customer acknowledges that XO's acquisition of credit information from third parties is not an extension of "credit" to Customer. As a result of any credit inquiry, XO may impose alternative payment requirements on Customer, including the submission, upon demand, of a cash deposit, bond or other financial assurance of payment. Acceptance by Customer of such an alternative payment method may be a condition precedent to the initial or continued provision of Service to Customer.

**H. CANCELLATION BEFORE START OF SERVICE DATE.** If Customer cancels Service or breaches this Agreement after its execution but prior to the Start of Service Date, Customer, in addition

to being subject to other applicable payment requirements established in the Terms and Conditions or in this SOA, shall not be eligible for the Satisfaction Guarantee set forth at [www.xo.com/care/xoquarantee.pdf](http://www.xo.com/care/xoquarantee.pdf).

**I. START OF SERVICE DATE.** The Start of Service Date, unless otherwise specified in writing, shall be the date Customer is notified by Company that Service is available for use. Billing will commence on the Start of Service Date.

**J. COMPLETE AGREEMENT.** This Agreement represents the complete agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, except for any MSA or MSOA (or their equivalents) existing between the parties as of the date of this SOA. By its signature on this SOA, Customer acknowledges and accepts that the Terms and Conditions including, but not limited to, those relating to billing and payment, default, warranties, dispute resolution, indemnification and limitations of liability located at [www.terms.xo.com](http://www.terms.xo.com) are incorporated into and made part of the Agreement.

**K. CHANGES.** This Agreement may be modified only by written amendment of this SOA, or by changes made by XO from time to time to applicable tariffs, the Terms and Conditions or the AUP, as required or permitted by law. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to affect the terms of this Agreement. Any purported modification of the SOA not signed by XO shall be null and void and will subject the Agreement to immediate termination. Customer shall be bound by any Agreement modifications made by XO after applicable tariff changes have taken effect, upon the posting of changes to the Terms and Conditions located at [www.terms.xo.com](http://www.terms.xo.com) and the furnishing of appropriate Customer notice thereof, or upon the posting of changes to the AUP located at [www.xo.com/tools/legal.html](http://www.xo.com/tools/legal.html). The referenced XO websites containing the Terms and Conditions and the AUP will be accessible by Customer at all times. Customer shall be provided with at least fifteen (15) days notice of any modification of the Terms and Conditions that might materially and adversely affect Customer so that Customer can elect to discontinue Service and avoid the effects of the modification. Said Notice may be furnished by: (1) a message included with an invoice; (2) a postcard or letter; (3) calling and speaking to Customer or leaving a message; or (4) e-mail, if the Customer has consented to its use. In addition, modifications of the Terms and Conditions will be published at [www.terms.xo.com](http://www.terms.xo.com) at least fifteen (15) days in advance of their taking effect. In no event will any modification made by XO diminish, or be deemed to diminish, any Service Level Agreement applicable to Service and contained in the Supplemental Product Terms and Conditions. Upon Customer request made by calling 1-888-699-6398, XO will furnish a hard copy of the website terms and conditions applicable to Service at the time of the Customer request.

**L. JURISDICTION AND VENUE.** This Agreement shall be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws. Customer consents to the exclusive jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia



## Addendum to Service Order Agreements

THIS ADDENDUM is executed by and between **XO Communications Services, Inc.**, on behalf of itself and its operating affiliates ("XO") and **City of Coeur D'Alene**, ("Customer") with reference to those certain Service Order Agreements #BAN: 001-58452, dated January 9, 2008, #BAN: 001-74838, dated January 9, 2008 and BAN: 001-58452, dated January 9, 2008 ("Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreements.

### RECITALS

**WHEREAS**, the Parties have entered into the Agreements for the provision of telecommunications services as described in the Agreements; and

**WHEREAS**, the Parties seek to amend the terms of the Agreements as more specifically set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

I. Section L of the Agreements is hereby deleted in its entirety and replaced with the following:

L. **JURISDICTION AND VENUE**. This Agreements shall be governed by the substantive law of the Idaho without reference to its principles of conflicts of laws. The parties hereby agree that (i) if Customer institutes legal proceedings against XO, it shall do so exclusively in the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia, and Customer shall not attempt to remove such proceedings to any other state, and (ii) if XO institutes legal proceedings against Customer, it shall do so exclusively in the Federal District Court for the District of Idaho or the First Judicial District of the State of Idaho or the State courts in Kootenai County, Idaho, and XO shall not attempt to remove such proceedings to any other state.

II. The following sections are added to the Agreement:

M. **TECHNOLOGY CHANGES**. The Parties agree that if (1) new technologies that may improve the provision of telecommunications services are developed and made commercially available by XO to customers similarly situated to Customer after the execution of this Agreements, and (2) Customer wishes to implement such new technology to replace existing services provided by XO, then upon request by Customer, the Parties will meet to discuss implementing such potential change for Customer by assessing its potential impact on Customer's pricing and on any existing revenue and/or volume commitments; provided, however, that no change will be made unless Customer's account is current (i.e. no balance older than 30 days) prior to any such transition of services. If Customer elects to implement new technology from XO, XO, acting in a commercially reasonable manner, may agree to adjust Customer's rates and any revenue and/or volume commitments.

N. **CUSTOMER TERMINATION FOR CONVIENIENCE**. Anything to the contrary notwithstanding, if customer elects to terminate Service for any reason, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide XO with written notice of its intent. Such notice must identify with specificity the Service to be terminated (e.g. Circuit Identification Number, the A and Z locations of Service) and the requested effective date of termination, which date may not be less than thirty (30) days from the date the notice is received by XO. Any attempted termination via any other method or approach shall not be effective. Customer will not be liable for any early termination charges.

III. This Addendum sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the subject matter hereof. In the event of any inconsistency between the terms of this Addendum and the Agreements, the terms of this Addendum shall govern. The Agreements, including this Addendum, may not be amended or modified unless mutually agreed to in writing executed by authorized representatives of the Parties.

Except as provided herein, all of the terms and conditions of the Agreements, the terms and conditions at [www.terms.xo.com](http://www.terms.xo.com) and XO's tariffs shall remain in full force and effect.

By signing this form, I represent that I agree to and understand the terms and conditions of this Addendum. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

XO Communications Services, Inc.,  
on behalf of itself and its operating affiliates

City of Coeur D'Alene

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



COUNCIL BILL NO. 08-1006  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.180 AND 12.28.200 TO CLARIFY ASPECTS OF STREET, SIDEWALK, CURBING, CURBS & GUTTER PAVEMENT INSTALLATION REQUIREMENTS AND ESTABLISH IT AS A COMPONENT OF THE BUILDING PERMIT PROCESS FOR NEW CONSTRUCTION OR IMPROVEMENTS AND ADDING A NEW SECTION 12.28.260 TO ESTABLISH REQUIREMENTS FOR ALLEY ASPHALT PAVING FOR NEW CONSTRUCTION AND IMPROVEMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Public Works Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1 .**        *That Coeur d'Alene Municipal Code Section 12.28.180, is hereby amended to read as follows:*

**12.28.180: NEW CONSTRUCTION OR IMPROVEMENTS; SPECIFICATIONS GENERALLY; PERMIT:**

A. Hereafter, when building structures are constructed on, or moved to, or alteration is made to any building on, lots within the city where there are no curbs, the persons constructing or causing to be constructed on, or moving, or causing to be moved such structures to, or altering or causing alterations to be made to existing structures on such lots shall, during the construction, moving, or alteration construct street curbs and install asphalt paving between the newly installed curb line and the existing street paving resulting in no pervious interstices. If the street grade is less than thirty one-hundredths of one percent (0.30%), curbs and gutters shall be constructed, except in areas where in the judgment of the city engineer they are not practicable because of construction problems. Such curbing, ~~or~~, curbs and gutters, and asphalt, shall be constructed and installed along the front of the lot. If such lot is a corner lot, or has double frontage, such curbing, or curbs and gutters, shall be constructed along the front of the lot and extended along a radius to the side street and installed along the side street to the rear lot line. In addition, when curbing is required, corner lots shall be required to install curb ramps complying with city standards and ADA guidelines, when there is existing sidewalk or when sidewalk will be installed with the project. Curbs, ~~or~~ curbs and gutters, and asphalt shall be constructed to conform to the plans and specifications on file in the office of the city engineer. No curbing, curbs and gutters, ~~or~~ curb cuts in existing

curbing, or asphalt shall be constructed without a permit issued by the office of the city engineer and all such work shall be inspected by the city engineer, or his duly authorized agent. Such construction shall conform to the grades established by the city engineer.

- B. In the event the building structure is a portable classroom which meets the parking requirements of subsections 17.44.050D4 and D5 of this code and other requirements of section 17.44.050 of this code, curbs and asphalt installation shall not be required until a permanent structure(s) is built thereon.
- C. In the case of streets under the jurisdiction of the city and designated as urban principal arterials, urban minor arterials, and urban collector streets pursuant to the Coeur d'Alene comprehensive transportation plan as adopted by ordinance 2242, and as may hereafter be amended, curbs and asphalt paving shall not be required if the city council has prioritized said streets anticipating improvement by local improvement districts or otherwise within five (5) years from the date curbs and asphalt paving would be required under subsection A of this section and if the conditions in subsection C1 of this section are met.
  - 1. In the event said street is so designated, an owner of real property abutting said street who pursuant to subsection A of this section would be required to provide curbing and asphalt paving, shall enter into an agreement in a form acceptable to the city. The agreement shall provide that in the event the city does not proceed with such improvement for said street within five (5) years from the date curbs and asphalt paving are required, the owner will immediately install curbs and asphalt paving as are then required by law or the city may install the required curbs and asphalt paving at the owner's expense which the owner shall agree will become a lien on the subject property.
- D. Curbs and asphalt paving shall not be required for frontages of a development along undeveloped and unused street rights of way when the undeveloped public right of way is not needed for ingress or egress to the proposed development.
- E. In the event of alteration or modification of an existing structure which would require curbing and asphalt paving exceeding five hundred feet (500'), the city may enter into an agreement with the property owner to construct the remaining required curb and asphalt paving within a period of time not to exceed five (5) years.
- F. Curbing, and asphalt paving if otherwise required by this section, may be deferred if it is determined by the city council that curb and asphalt paving construction would cause a safety hazard, maintenance problem, or drainage hazard in an area where the city does not anticipate further development except by local improvement district, or where physical constraints are present which preclude the construction of ~~the curbing~~ such improvements in a reasonable manner. When curbing and asphalt paving ~~is~~ deferred, the owner shall enter into an agreement with the city for the installation of such ~~curbing~~ improvements at a future time. Such an agreement shall provide for at least the following:

1. Construction of said improvements shall commence within ninety (90) days of receipt of a notice to proceed from the city.
2. That in the event of default by the owner, the city is authorized to cause the improvements to be installed and charge the entire cost and expense to the owner.
3. That the agreement be recorded with the county recorder at the expense of the owner, and shall bind all successors and assigns and constitute a lien on the property.
4. That the owner, his successors or assigns, agree not to object, by signing a petition, or not to protest the formation of a local improvement district by resolution method.
  - a. The agreement shall not relieve the owner from any other lawful requirements. The improvements shall conform to the applicable codes in effect at the time of construction.
  - b. Deferred curbing and asphalt paving improvement agreements shall be effective for ten (10) years from the date of recordation.
  - c. Deferred curbing and asphalt paving improvement agreements shall be approved by the city council in a manner determined by the council.

G. No curbing is required when:

1. The building permit is for an amount less than fifteen thousand dollars (\$15,000.00), or the value of a structure moved onto the lot together with the amount for which the building permit is issued is less than fifteen thousand dollars (\$15,000.00); however, if a footing and foundation only building permit is issued, and a subsequent building permit is issued for the structure that is to be placed on top of that same foundation, and the combined valuation of both permits exceeds fifteen thousand dollars (\$15,000.00), then for the purposes of this section both permits shall be considered as one permit and curbs and asphalt paving shall be required, subject to any exceptions further defined herein.
2. In a previously developed residential neighborhood on residential streets when:
  - a. All of the lots on one side of the street have been previously built upon in accordance with city codes without curbs; and
  - b. Said lot frontages without curbs extend a maximum of four hundred fifty feet (450') in either direction or to the nearest intersection whichever is less; and
  - c. A neighborhood for purposes of all parts of this section shall be defined within the limits delineated in subsections G2a and G2b of this section;
  - d. In the event a local improvement district is created in the neighborhood, this section shall no longer apply.

**SECTION 2 .**            *That Coeur d'Alene Municipal Code Section 12.28.200, is hereby amended to read as follows:*

**12.28.200: SIDEWALKS, CURBING, CURBS AND GUTTERS; REPLACEMENT:**

In areas where sidewalks, curbing, curbs and gutters, ~~or~~ curb ramps, **or asphalt paving** are in place at the time new construction, or improvement is started, and the existing sidewalks, curbing, curbs and gutters, ~~or~~ curb ramps, **or asphalt paving** are in need of repair or replacement, such work shall be performed prior to the completion of the new construction or improvement. In areas where alignment is poor, or in the case of sidewalks where the change in level is more than one-half inch (1/2"), replacement shall be required. Where the change in level is less than or equal to one-half inch (1/2") and more than one-fourth inch (1/4"), the edge shall be beveled to a slope not more than two to one (2:1) (horizontal to vertical). Where existing curb ramps do not comply with ADA guidelines, they shall be required to be brought into compliance. Where there is existing curb and sidewalk and no curb ramps, curb ramps shall be installed in accordance with city standards and ADA guidelines. In areas where existing driveway cuts do not fit the new construction or improvement, driveway cuts shall be removed and replaced with new curbing, or curbs and gutters. In areas where new driveway cuts are required, curbing, or curbs and gutters, shall be removed and replaced with driveway cuts. All cuts must first be approved by the city engineer.

**SECTION 3.** *That a new Section 12.28.260, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**12.28.260: ASPHALT PAVING; ALLEY; REQUIREMENTS FOR NEW CONSTRUCTION AND IMPROVEMENT:**

A. Hereafter when building structures are constructed on or moved to or alterations are made to existing structures on lots within the city, either residential or commercial in nature, where access to the building and or parking lot, parking structure or garage via adjoining alley, the persons constructing, or causing such construction, or moving, or causing to be moved such structures, or altering or causing to be altered such existing structures on the lots, shall, during the construction, moving or alteration of structures, surface said alley with asphalt paving per this section.

***EXCEPTION: One single family dwelling unit or one single duplex unit on an individual lot.***

B. Subdivision Improvements: Hereinafter, any subdivision of property that utilizes alleys for access, either existing or new construction, will be required to be pave said alley as a subdivision improvement, prior to the issuance of any building permits for the subject property.

C. Alley Paving Length: The length of the alley paving will be determined by the location of the building structure/s that are constructed or relocated onto the site.

1. Any structure that is constructed or relocated between 0 – 30% of the block length shall be required to install paving to the farthest property line from the nearest adjoining street access point.
  2. Any structure that is constructed or relocated between 31 - 50% of the block length shall be required to install paving the entire length of the alley to both adjoining street access points.
- D. Alley Design: Engineered design shall be completed by a licensed civil engineer and submitted for approval prior to construction. Design cross section will require an inverted crown section at no less than one percent (1%), and, drain longitudinally to the adjoining streets. At no time will alley drainage will be allowed to cross or flow onto adjoining property's on either side.
- E. Alley Paving Width: Minimum pavement width required will be the total width of the dedicated alley as shown on the subdivision plat document, or, the total width of the alley as dedicated by private easement.
- F. Pavement Design: Must conform to City of Coeur d'Alene Standards for Public Works Construction.
1. Pavement surface shall conform to the requirements of the Idaho Transportation Department, Class III, one-half inch (½") maximum size aggregate.
  2. Minimum surface course of pavement is required to be two inches (2") of asphalt.
  3. Minimum base course is four inches (4") of ¾" crushed rock, compacted in place to 95% density. Compaction test results are required to be furnished to the City public works inspector for approval.
  4. The City public works inspector must approve the compacted base course prior to placement of asphalt.

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

**SECTION 5.** 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 6.** 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 7.** 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 15<sup>th</sup> day of April, 2008.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
AMENDING CHAPTER 12.28 – CURB & SIDEWALK CONSTRUCTION AND  
IMPROVEMENTS

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 12.28.180 AND 12.28.200 TO CLARIFY ASPECTS OF STREET, SIDEWALK, CURBING, CURBS & GUTTER PAVEMENT INSTALLATION REQUIREMENTS AND ESTABLISH IT AS A COMPONENT OF THE BUILDING PERMIT PROCESS FOR NEW CONSTRUCTION OR IMPROVEMENTS AND ADDING A NEW SECTION 12.28.260 TO ESTABLISH REQUIREMENTS FOR ALLEY ASPHALT PAVING FOR NEW CONSTRUCTION AND IMPROVEMENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren 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 CHAPTER 12.28 – CURB & SIDEWALK CONSTRUCTION AND IMPROVEMENTS, 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 15<sup>th</sup> day of April, 2008.

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Warren J. Wilson, Chief Deputy City Attorney



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER  
DATE: APRIL 15, 2008  
SUBJECT: RCA-9-08 – REQUEST TO CONSIDER ANNEXATION  
LOCATION: +/- 21.3 ACRE PARCEL NORTH OF FERNAN HILL ROAD JUST EAST OF FERNAN HILL ESTATES SUBDIVISION

**DECISION POINT:**

Larry Fluet is requesting approval of a Request to Consider Annexation of a +/- 21.3 acre parcel into the City of Coeur d'Alene.



**1. Area of City Impact:**

The subject property is within the Coeur d'Alene Area of City Impact boundary.

2. **Contiguity with City Boundary:**

The area of request is contiguous with City limits along the south property line of the area of request.

3. **Orderly Growth:**

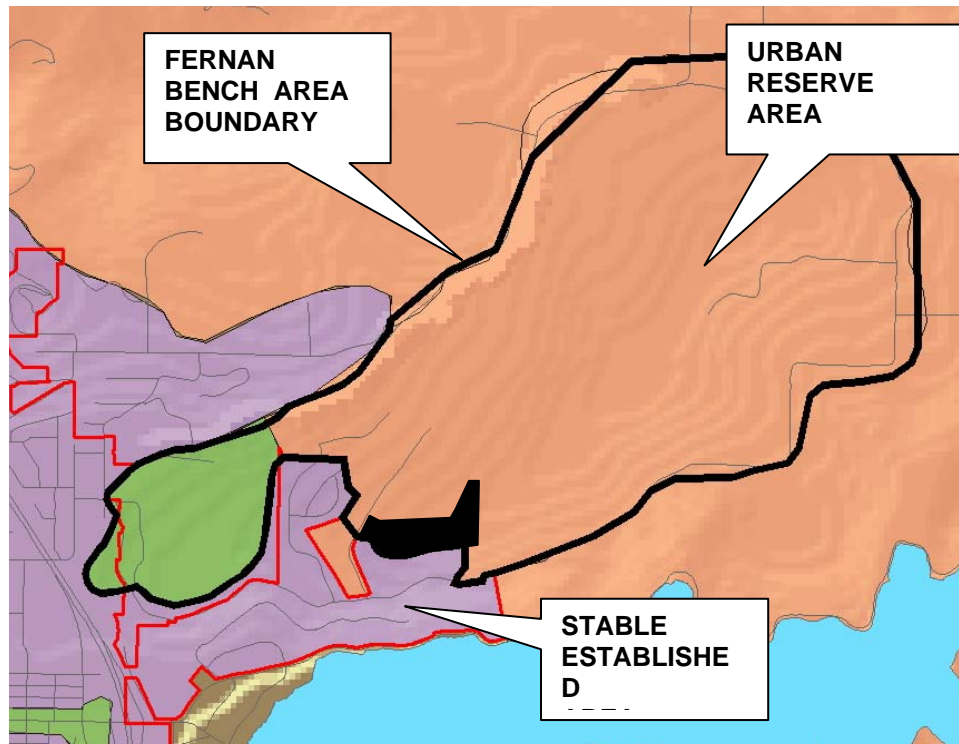
The area of request is contiguous with City limits, directly abuts residentially developed property within the City and is not a "leap frog" development. However, if completed as requested, the annexation would isolate a pocket of property that would remain under county jurisdiction between the area of request and Fernan Hill Estates subdivision. The closest City zoning districts are R-1 and R-3, which allow one and three dwelling units per acre, respectively.

4. **Physical Constraints:**

The area of request has some areas with greater than 15 % slopes so would be required to comply with the City's Hillside Development Regulations.

5. **2007 Comprehensive Plan:**

Portions of the subject property are in the Urban Reserve designation and the Fernan Bench land use area, as follows:



**Urban Reserve:**

These areas represent lower priorities for city growth due to natural constraints such as topography, soils, and wetlands. They also have city service constraints such as water, sewer, and police and fire

protection.

**Fernan Bench:**

Future development will require infrastructure and hillside development, and will present tree and open space preservation challenges. The area is generally envisioned to continue to develop as a lower density, single-family area with care taken to preserve the natural vegetation, views, and open space on steeper slopes.

The characteristics of Fernan Hill Bench neighborhoods will be:

- That overall density in this area will be approximately one dwelling unit per five acres (1:5). However, in any given development, higher densities up to three units per acre (3:1) are appropriate where site access is gained without significant disturbance, terrain is relatively flat, natural landforms permit development, and where development will not significantly impact views and vistas.
- As the area grows, parcels not suitable for development should be preserved for open space through conservation easements, clustering, acquisitions, etc.
- Provision of infrastructure to this area will make development difficult because of a significant increase in topographical extremes east of Fernan Hill Estates subdivision.
- Potential traffic issues must be addressed prior to development as “downstream” neighborhoods will be impacted.
- Clustering of smaller lots to preserve large connected open space areas as well as views and vistas are encouraged.
- Incentives will be provided to encourage clustering.

6. **Fire:**

The Coeur d’Alene Fire Department has a response time objective of four (4) minutes or less to respond to a fire or medical emergency. (NFPA 1710) The location of this proposal will not allow the fire department to meet this response objective. This may affect ISO ratings.

7. **Other Constraints:**

Access to this parcel is gained by a 68 foot wide easement, known as Frosty Pine Trail, across a neighboring property (servient estate). This easement was the subject of litigation between the applicant and the owner of the servient estate. In 2004 Judge Hosack issued a decision recognizing that the easement is a valid easement that provides road and utility access to the subject property sufficient to serve development of the subject property. Judge Hosack stated; “In short, the density of a residential development of the Fluet property is reasonable if it can be accomplished legally and practically. The barrier here is what is practical and achievable with only a private road easement and without dedicated public right-of-way \* \* \*.” Typically the City requires that, if our public utilities are not in right-of-way, they be placed in public easements to ensure that the City will have the right to install, maintain and replace our utility lines. It is unclear from Judge Hosack’s decision whether he intended to allow for public utilities in this private road and utility easement.

**PROPOSED CONDITIONS:**

1. At the time the applicant submits a formal request for annexation, the applicant must present clarification from the appropriate court that the 68 foot private road and utility easement will allow the City to install, maintain and replace our public utility lines in substantially the same manner as a public utility easement. Alternatively, the applicant can present evidence that the owner of Frosty Pine Trail (the servient estate) will grant a public utility easement to the City.

**ACTION ALTERNATIVES:**

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

## CITY COUNCIL STAFF REPORT

DATE: APRIL 15, 2008  
 TO: CITY COUNCIL  
 FROM: SEAN HOLM, PLANNER  
 SUBJECT: ITEM O-3-08: MODIFICATION OF CODE REGARDING CIVIC USE PARKING REQUIREMENTS

### **DECISION POINT**

The purpose of this amendment is to modify the existing civic use parking requirements used to determine the number of stalls required for a courthouse.

### **HISTORY**

Planning Commission unanimously recommended approval of the proposed ordinance modification at the March 11<sup>th</sup>, 2008 meeting.

The proposal is a private party request filed on February 1<sup>st</sup>, 2008 by Marian Kessel, on behalf of JDL Enterprises, LLC. The request is that Planning Commission should determine the required number of spaces needed for a courthouse, rather than apply current code, in which the civic administrative standard governs. Current code requires one parking stall per each 300 square feet of structure.

The following is the proposed code language *(NOTE: Bold code item below (letter O.) is the proposed change)*

### **17.44.050: CIVIC USES:**

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

#### ***Civic Uses Requirement***

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A. Administrative         | 1 space for each 300 square feet of gross floor area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| B. Community organization | 1 space for each 300 square feet of gross floor area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| C. Community assembly:    | <p>1. Open space areas of passive use character, including such facilities in a park:</p> <p style="padding-left: 40px;">1 space for each 5,000 square feet of passive recreational area or as prescribed by the planning director or director's designee pursuant to section 17.44.220 of this chapter.</p> <p>2. Enclosed spaces:</p> <p style="padding-left: 40px;">a. Public meeting halls:<br/>1 space for each 4 seats in assembly rooms.</p> <p style="padding-left: 40px;">b. Museum, art galleries, observatories:<br/>1 space per 1,000 square feet of gross floor area.</p> <p style="padding-left: 40px;">c. Libraries:<br/>1 space per 300 square feet of gross floor area.</p> |
| D. Community education:   | <p>1. Childcare facility<br/>1 space for each 4 beds.</p> <p>2. Juvenile offenders facility<br/>1 space for each 4 beds.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                               | <p>3. Daycare facilities, nursery schools:<br/>Where the number of occupants (children plus employees) is less than 13, 2 off street parking spaces shall be provided. Where the number of occupants is equal to or greater than 13, 1 off-street parking space for each 5 persons or fraction thereof shall be provided.</p> <p>4. Elementary schools, junior high schools, intermediate schools:<br/>a. For permanent buildings:<br/>2 spaces for each classroom or teaching station, plus 1 space for every 8 seats in the largest assembly or meeting room.</p> <p><i>Exception: In the case of permanent school building(s), required off-street parking must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within five (5) years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for one hundred fifty percent (150%) of the estimated costs of the improvements as determined by the city engineer.</i></p> <p>b. For portable classrooms:<br/>Off street parking for these portable classrooms will not be required if the criteria are met as follows:<br/>(1) The school is a tax supported school accredited by the Idaho department of education.<br/>(2) The school is nonprofit.<br/>(3) Portable classroom facilities shall not be considered an intensification of use as long as the added gross area does not exceed 12 percent of the gross floor area of the permanent school building(s). In addition, 3 classrooms or teaching stations may be added above the 12 percent to an elementary school.<br/>(4) The portable classrooms or other like facilities substituted or used in lieu of or for the original portable classroom(s) are temporary and "temporary" is defined as remaining at the school for a period of time not in excess of 5 years.</p> <p>5. High schools**<br/>5 spaces per teaching station; plus 1 space for every 8 seats in largest assembly hall. However, the exceptions of subsection D4b of this section shall apply.</p> <p>6. Colleges, universities, and vocational schools**<br/>As determined by the planning commission in conjunction with a recommendation from the planning director or director's designee.</p> <p><i>** Alternative parking arrangements proposed by the specific school, college, etc., may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.</i></p> |
| E. Hospitals/health care:                     | <p>1. Outpatient clinics<br/>1 space for each 250 square feet of gross floor area.</p> <p>2. Hospitals<br/>3.25 spaces per bed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F. Nursing/convalescent, rest homes and aged: | 1 space for every 2 beds; plus 1.5 spaces per dwelling unit when applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| G. Rehabilitative facilities:                 | (greater than 2 persons)<br>1.75 spaces for every bed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| H. Criminal transitional facility:            | (greater than 2 persons)<br>1 space for each 4 beds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| I. Handicapped or minimal care:               | facility (greater than 8)<br>1 space for every 4 beds or 1 for each 2 living units, whichever is greater.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| J. Religious assembly:                        | 1 space for each 6 seats in largest worship hall.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| K. Neighborhood recreation:                   | None required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| L. Public recreation:                         | As determined by the planning commission upon recommendation of the planning director or director's designee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                        |                                                                                                                      |
|------------------------|----------------------------------------------------------------------------------------------------------------------|
| M. Essential services: | 1 space per building or 1 space per employee on the largest work shift, whichever is greater.                        |
| N. Extensive impact:   | As required by the city council.                                                                                     |
| <b>O. Courthouse:</b>  | <b>As determined by the Planning Commission upon recommendation of the Planning Director or director's designee.</b> |

**FINANCIAL ANALYSIS**

There is no financial impact associated with the proposed amendment.

**PERFORMANCE ANALYSIS**

2007 Comprehensive Plan excerpts:

**The city seeks to accomplish its vision by:**

- Establishing standards and services that promote quality of life and facilitate commerce
- Organizing resources to accomplish goals
- Facilitating communication to promote unity and involvement

**Objective 2.02**

**Economic & Workforce**

**Development:**

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

**Our goals and objectives will be implemented by:**

**Codes & ordinances** - (Existing, revised, or new): It is a priority to keep our code up-to-date by providing rational laws that govern future development.

**QUALITY OF LIFE ANALYSIS**

The amendment will allow flexibility in determining total required parking spaces for courthouses. However, landscaping code, setbacks, and ADA standards still apply. No negative quality of life issue will arise, unless an inadequate amount of parking is approved, which would force overflow parking into adjacent business/residential parking areas.

**DECISION POINT RECOMMENDATION**

Amend the code to modify the civic parking requirements to allow Planning Commission to determine the required parking for a courthouse use.



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**April 7, 2008**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

Council Member Mike Kennedy  
Council Member Woody McEvers  
Council Member Al Hassell

**STAFF PRESENT**

Christopher Bates, Eng. Project Manager  
Gordon Dobler, Engineering Svcs Dir.  
Jon Ingalls, Deputy City Administrator  
Amy Ferguson, Committee Liaison  
Troy Tymesen, Finance Director

**Item 1           Waiver of Opposition to Annexation (Weed)**  
**Consent Calendar**

Jon Ingalls, Deputy City Administrator, presented a request on behalf of Jim Markley, Water Department Superintendent, for the acceptance of a waiver of protest to annexation for Lot 16 of the Sky Blue Acres subdivision as a condition for granting water service. Mr. Ingalls explained that the City has a policy limiting new water connections outside City limits. In the past the Council has granted “grandfather rights” to lots in four subdivisions in the Blackwell Hill area. The Sky Blue Acres Addition is one of the four subdivisions and meets the criteria that has been established by Council.

Councilman Kennedy disclosed that he is a distant relative through marriage to the applicant, Louise Weed, but has no interest in the property.

**MOTION by McEvers, seconded by Kennedy, to RECOMMEND City Council approval of Resolution No. 08-019, accepting the agreement waiving opposition to annexation from Louise Weed, the owner of Lot 16 of Sky Blue Acres Addition. Motion carried.**

The meeting adjourned at 4:14 p.m.

**Item 2           Design Services for Prairie Trail Crossings**  
**Consent Calendar**

Gordon Dobler, Engineering Services Director presented a request for recommendation to proceed with design and construction of two pedestrian crossing signatures where Prairie Trail crosses Kathleen Avenue and Atlas Road, and also requested approval for design and reconstruction/realignment of Kathleen Avenue where the Prairie trail crosses it now due to limited sight visibility. When the realignment is completed, the crossing will be at a 90 degree angle and potential visibility issues will be eliminated. Mr. Dobler explained that the signals will be run green, then after a button is pushed, they will be activated to a yellow phase, and then a red phase to stop traffic. Once the signalization is completed, they will further review any need for advance warning on Kathleen Avenue.

Mr. Dobler stated that staff is proposing a contract with Northwest Signal for the pedestrian signal design, and Inland Northwest Consultants for the crossing design and realignment of the affected portion of Kathleen Avenue. He further explained that as part of the annexation agreement with the Hawk’s Nest developers, they contributed \$250,000.00 that could be utilized for the Prairie Trail bike/ped project. The costs for the Kathleen Avenue reconstruction will come from a balance of funds in the 2008 street overlay

project. Mr. Dobler stated that once the signals are designed, they will direct purchase the equipment and get quotes for labor. They anticipate that it will be under the \$50,000.00 bid requirement.

Mr. Dobler explained that ped/crossing signals are different from regular signals, in that they are simple structures and have an abbreviated controller that detects and stops cars in two lanes, instead of eight.

**MOTION by Kennedy, seconded by McEvers, to RECOMMEND City Council adoption of Resolution 08-019 approving the letter of agreement for bike/ped signalization at the Prairie Trail Kathleen Avenue and Atlas Road crossings with Northwest Signal, and approving a contract with Inland Northwest Consultants for the redesign and construction of the portion of Kathleen Avenue lying west of the Player Drive intersection in order to improve sight distance and safety at the bike/ped signal at the Prairie Trail/Kathleen Avenue location. Motion carried.**

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

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

| FUND                                           | BALANCE<br>2/29/08  | RECEIPTS           | DISBURSE-<br>MENTS | BALANCE<br>3/31/08  |
|------------------------------------------------|---------------------|--------------------|--------------------|---------------------|
| <u>General-Designated</u>                      | \$598,153           | \$17,904           | \$8,375            | \$607,682           |
| <u>General-Undesignated</u>                    | 5,007,366           | 2,613,469          | 3,490,260          | 4,130,575           |
| <u>Special Revenue:</u>                        |                     |                    |                    |                     |
| Library                                        | 214,772             | 15,137             | 95,039             | 134,870             |
| Cemetery                                       | 32,051              | 18,525             | 18,651             | 31,925              |
| Parks Capital Improvements                     | 459,192             | 41,774             | 10,906             | 490,060             |
| Impact Fees                                    | 3,428,268           | 77,521             |                    | 3,505,789           |
| Annexation Fees                                | 306,454             | 980                |                    | 307,434             |
| Insurance                                      | 2,120,826           | 35,334             | 283                | 2,155,877           |
| <u>Debt Service:</u>                           |                     |                    |                    |                     |
| 2000, 2002 & 2006 G.O. Bonds                   | 708,922             | 9,208              |                    | 718,130             |
| LID Guarantee                                  | 271,049             | 867                |                    | 271,916             |
| LID 124 Northshire/Queen Anne/Indian Meadows   | 19,165              |                    |                    | 19,165              |
| LID 127 Fairway / Howard Francis               | 25,570              |                    |                    | 25,570              |
| LID 129 Septic Tank Abatement                  | 243,840             | 172                |                    | 244,012             |
| LID 130 Lakeside / Ramsey / Industrial Park    | 162,347             |                    |                    | 162,347             |
| LID 133 E Sherman/Gravel Sts/Forest Prk Paving | 33,030              | 451                |                    | 33,481              |
| LID 143 Lunceford / Neider                     | 15,541              |                    |                    | 15,541              |
| LID 145 Government Way                         | 2,469               | 28,937             |                    | 31,406              |
| LID 146 Northwest Boulevard                    | 245,362             | 1,864              |                    | 247,226             |
| LID 148 Fruitland Lane Sewer Cap Fees          | 2,355               | 13,224             |                    | 15,579              |
| <u>Capital Projects:</u>                       |                     |                    |                    |                     |
| Street Projects                                | 434,514             | 1,825              | 27                 | 436,312             |
| 2006 GO Bond Capital Projects                  | 201,603             | 645                | 175,301            | 26,947              |
| <u>Enterprise:</u>                             |                     |                    |                    |                     |
| Street Lights                                  | 181,306             | 40,644             | 26,662             | 195,288             |
| Water                                          | 446,559             | 192,332            | 360,412            | 278,479             |
| Water Capitalization Fees                      | 1,848,631           | 44,418             |                    | 1,893,049           |
| Wastewater                                     | 13,153,990          | 476,921            | 562,813            | 13,068,098          |
| Wastewater-Reserved                            | 1,909,593           | 27,500             |                    | 1,937,093           |
| WWTP Capitalization Fees                       | 4,047,194           | 118,187            |                    | 4,165,381           |
| WW Property Mgmt                               | 60,668              |                    |                    | 60,668              |
| Sanitation                                     | 122,733             | 248,519            | 58,588             | 312,664             |
| Public Parking                                 | 590,486             | 12,305             | 15,947             | 586,844             |
| Stormwater Mgmt                                | 561,811             | 110,573            | 101,856            | 570,528             |
| Water Debt Service                             | 97                  | 1                  |                    | 98                  |
| Wastewater Debt Service                        | 39                  |                    |                    | 39                  |
| <u>Trust and Agency:</u>                       |                     |                    |                    |                     |
| Kootenai County Solid Waste Billing            | 173,580             | 181,151            | 173,580            | 181,151             |
| LID Advance Payments                           | 419                 |                    |                    | 419                 |
| Police Retirement                              | 1,400,076           | 20,448             | 33,056             | 1,387,468           |
| Cemetery P/C                                   | 2,131,223           | 4,849              | 1,000              | 2,135,072           |
| Sales Tax                                      | 1,062               | 1,553              | 1,062              | 1,553               |
| Fort Sherman Playground                        | 4,969               | 16                 |                    | 4,985               |
| Jewett House                                   | 22,633              | 489                | 1,873              | 21,249              |
| KCATT                                          | 3,322               | 11                 |                    | 3,333               |
| Reforestation                                  | 5,429               | 462                |                    | 5,891               |
| Street Trees                                   | 211,435             | 8,777              |                    | 220,212             |
| Community Canopy                               | 1,122               | 24                 | 200                | 946                 |
| CdA Arts Commission                            | 835                 | 3                  | 119                | 719                 |
| Public Art Fund                                | 70,404              | 226                |                    | 70,630              |
| Public Art Fund - LCDC                         | 109,717             | 351                | 1,286              | 108,782             |
| Public Art Fund - Maintenance                  | 105,326             | 337                |                    | 105,663             |
| KMPO - Kootenai Metro Planning Org             | 33,052              | 34,803             | 11,215             | 56,640              |
| BID                                            | 95,916              | 4,760              |                    | 100,676             |
| Homeless Trust Fund                            | 339                 | 319                | 339                | 319                 |
| <b>GRAND TOTAL</b>                             | <b>\$41,826,816</b> | <b>\$4,407,816</b> | <b>\$5,148,850</b> | <b>\$41,085,782</b> |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 SIX MONTHS ENDED  
 31-Mar-2008

| FUND OR<br>DEPARTMENT | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2008 | PERCENT<br>EXPENDED |
|-----------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council         | Personnel Services     | \$177,165         | \$82,981                | 47%                 |
|                       | Services/Supplies      | 16,420            | 7,883                   | 48%                 |
| Administration        | Personnel Services     | 471,791           | 230,240                 | 49%                 |
|                       | Services/Supplies      | 315,561           | 12,867                  | 4%                  |
| Finance               | Personnel Services     | 597,890           | 294,993                 | 49%                 |
|                       | Services/Supplies      | 173,480           | 108,018                 | 62%                 |
| Municipal Services    | Personnel Services     | 744,968           | 337,838                 | 45%                 |
|                       | Services/Supplies      | 492,140           | 291,539                 | 59%                 |
|                       | Capital Outlay         | 14,000            | 13,143                  | 94%                 |
| Human Resources       | Personnel Services     | 196,632           | 98,625                  | 50%                 |
|                       | Services/Supplies      | 48,000            | 11,414                  | 24%                 |
| Legal                 | Personnel Services     | 1,122,598         | 545,401                 | 49%                 |
|                       | Services/Supplies      | 88,921            | 42,922                  | 48%                 |
|                       | Capital Outlay         |                   |                         |                     |
| Planning              | Personnel Services     | 471,106           | 223,568                 | 47%                 |
|                       | Services/Supplies      | 75,300            | 10,057                  | 13%                 |
| Building Maintenance  | Personnel Services     | 296,516           | 102,596                 | 35%                 |
|                       | Services/Supplies      | 213,120           | 96,024                  | 45%                 |
|                       | Capital Outlay         | 18,000            | 12,835                  | 71%                 |
| Police                | Personnel Services     | 7,682,206         | 3,910,265               | 51%                 |
|                       | Services/Supplies      | 846,147           | 282,256                 | 33%                 |
|                       | Capital Outlay         | 147,612           | 24,684                  | 17%                 |
| Fire                  | Personnel Services     | 5,479,301         | 2,825,034               | 52%                 |
|                       | Services/Supplies      | 400,633           | 238,236                 | 59%                 |
|                       | Capital Outlay         |                   |                         |                     |
| General Government    | Personnel Services     | 38,400            | 3,128                   | 8%                  |
|                       | Services/Supplies      | 305,913           | 767,516                 | 251%                |
| Byrne Grant (Federal) | Services/Supplies      | 45,730            | 4,758                   | 10%                 |
| COPS Grant            | Services/Supplies      | 58,061            | 29,680                  | 51%                 |
| CdA Drug Task Force   | Services/Supplies      | 24,340            | 119,337                 | 490%                |
|                       | Capital Outlay         |                   |                         |                     |
| US Streets            | Personnel Services     | 1,745,130         | 839,396                 | 48%                 |
|                       | Services/Supplies      | 484,625           | 273,428                 | 56%                 |
|                       | Capital Outlay         | 122,000           | 50,516                  | 41%                 |
| Engineering Services  | Personnel Services     | 594,849           | 202,397                 | 34%                 |
|                       | Services/Supplies      | 715,232           | 80,275                  | 11%                 |
|                       | Capital Outlay         |                   |                         |                     |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SIX MONTHS ENDED  
31-Mar-2008

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>3/31/2008 | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|-------------------|-------------------------|---------------------|
| Parks                         | Personnel Services     | 1,137,525         | 437,559                 | 38%                 |
|                               | Services/Supplies      | 373,291           | 75,518                  | 20%                 |
|                               | Capital Outlay         | 132,500           | 35,973                  | 27%                 |
| Recreation                    | Personnel Services     | 549,983           | 241,955                 | 44%                 |
|                               | Services/Supplies      | 151,127           | 20,838                  | 14%                 |
|                               | Capital Outlay         | 99,000            | 45,884                  | 46%                 |
| Building Inspection           | Personnel Services     | 783,216           | 384,852                 | 49%                 |
|                               | Services/Supplies      | 51,105            | 22,907                  | 45%                 |
| Total General Fund            |                        | <u>27,501,534</u> | <u>13,439,336</u>       | <u>49%</u>          |
| Library                       | Personnel Services     | 831,377           | 405,114                 | 49%                 |
|                               | Services/Supplies      | 167,650           | 74,845                  | 45%                 |
|                               | Capital Outlay         | 75,000            | 37,715                  | 50%                 |
| Cemetery                      | Personnel Services     | 167,483           | 73,801                  | 44%                 |
|                               | Services/Supplies      | 111,255           | 36,352                  | 33%                 |
|                               | Capital Outlay         | 15,000            | 11,027                  | 74%                 |
| Impact Fees                   | Services/Supplies      | 585,000           |                         |                     |
| Annexation Fees               | Services/Supplies      | 230,000           | 230,000                 | 100%                |
| Parks Capital Improvements    | Capital Outlay         | 487,500           | 87,399                  | 18%                 |
| Insurance                     | Services/Supplies      | 310,500           | 42,660                  | 14%                 |
| Total Special Revenue         |                        | <u>2,980,765</u>  | <u>998,913</u>          | <u>34%</u>          |
| Debt Service Fund             |                        | <u>2,372,479</u>  | <u>1,277,556</u>        | <u>54%</u>          |
| Ramsey Road                   | Capital Outlay         |                   |                         |                     |
| Govt Way                      | Capital Outlay         |                   |                         |                     |
| Ped Ramps                     | Capital Outlay         |                   |                         |                     |
| Atlas Road                    | Capital Outlay         |                   |                         |                     |
| 4th St - Anton to Timber      | Capital Outlay         |                   | 423                     |                     |
| Ironwood                      | Capital Outlay         |                   |                         |                     |
| 15th Street - Best to Dalton  | Capital Outlay         | 250,000           |                         |                     |
| Seltice Way                   | Capital Outlay         |                   |                         |                     |
| Atlas Signals                 | Capital Outlay         |                   |                         |                     |
| Front Street                  | Capital Outlay         |                   |                         |                     |
| GO Bond - Refunding & Misc    | Capital Outlay         |                   |                         |                     |
| Library Building              | Capital Outlay         |                   | 237,624                 |                     |
| Fire Dept GO Bond Expenditure | Capital Outlay         | 2,940,015         | 926,738                 |                     |
| Total Capital Projects Funds  |                        | <u>3,190,015</u>  | <u>1,164,785</u>        | <u>37%</u>          |

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
SIX MONTHS ENDED  
31-Mar-2008

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED          | SPENT THRU<br>3/31/2008    | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|----------------------------|----------------------------|---------------------|
| Street Lights                 | Services/Supplies      | 560,203                    | 183,884                    | 33%                 |
| Water                         | Personnel Services     | 1,379,833                  | 618,754                    | 45%                 |
|                               | Services/Supplies      | 2,925,071                  | 716,682                    | 25%                 |
|                               | Capital Outlay         | 1,660,000                  | 597,284                    | 36%                 |
|                               | Debt Service           | 320,000                    | 8,200                      | 3%                  |
| Water Capitalization Fees     | Services/Supplies      | 960,000                    |                            |                     |
| Wastewater                    | Personnel Services     | 1,887,548                  | 857,005                    | 45%                 |
|                               | Services/Supplies      | 3,740,921                  | 732,296                    | 20%                 |
|                               | Capital Outlay         | 5,874,114                  | 879,088                    | 15%                 |
|                               | Debt Service           | 1,498,881                  | 65,096                     | 4%                  |
| WW Capitalization             | Services/Supplies      | 2,482,683                  |                            |                     |
| Sanitation                    | Services/Supplies      | 3,025,984                  | 1,275,800                  | 42%                 |
| Public Parking                | Services/Supplies      | 167,132                    | 118,886                    | 71%                 |
|                               | Capital Outlay         |                            |                            |                     |
| Stormwater Mgmt               | Personnel Services     | 377,365                    | 166,985                    | 44%                 |
|                               | Services/Supplies      | 634,804                    | 154,915                    | 24%                 |
|                               | Capital Outlay         | 492,000                    | 14,600                     | 3%                  |
| Total Enterprise Funds        |                        | <u>27,986,539</u>          | <u>6,389,475</u>           | <u>23%</u>          |
| Kootenai County Solid Waste   |                        | 2,000,000                  | 907,220                    | 45%                 |
| Police Retirement             |                        | 249,170                    | 118,562                    | 48%                 |
| Cemetery Perpetual Care       |                        | 101,500                    | 50,900                     | 50%                 |
| Jewett House                  |                        | 15,338                     | 7,667                      | 50%                 |
| Reforestation                 |                        | 54,000                     | 742                        | 1%                  |
| Community Canopy              |                        |                            | 342                        |                     |
| CdA Arts Commission           |                        | 5,700                      | 1,392                      | 24%                 |
| Public Art Fund               |                        | 25,000                     | 9,700                      | 39%                 |
| Public Art Fund - LCDC        |                        | 61,000                     | 1,729                      | 3%                  |
| Public Art Fund - Maintenance |                        | 4,000                      | 304                        | 8%                  |
| Fort Sherman Playground       |                        | 2,000                      | 15                         | 1%                  |
| KMPO                          |                        |                            | 79,815                     |                     |
| Business Improvement District |                        | 126,000                    | 85,000                     | 67%                 |
| Homeless Trust Fund           |                        | 4,000                      | 1,594                      | 40%                 |
| Total Trust & Agency          |                        | <u>2,647,708</u>           | <u>1,264,982</u>           | <u>48%</u>          |
| TOTALS:                       |                        | <u><u>\$66,679,040</u></u> | <u><u>\$24,535,047</u></u> | <u><u>37%</u></u>   |