

Coeur d'Alene

CITY COUNCIL MEETING

April 17, 2007

MEMBERS OF THE CITY COUNCIL:
Sandi Bloem, Mayor
Councilmen Edinger, Goodlander, McEvers, Reid, Hassell, Kennedy

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
April 3, 2007**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall April 3, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Deanna Goodlander) Members of Council Absent

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

INVOCATION was led by Pastor Phil Muthersbaugh, LifeSource Community Church.

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

PROCLAMATION – VOLUNTEER MONTH: On behalf of Mayor Bloem, Councilman McEvers read the proclamation proclaiming April as National Volunteer Month. Jackie Bell, Director of Volunteers Programs from the Kootenai Humane Society accepted the proclamation.

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

CONSENT CALENDAR: Motion by Reid, seconded by Kennedy to approve the Consent Calendar as presented. Councilman Hassell noted that his son works for JUB.

1. Approval of minutes for March 20, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for April 9, 2007 at 4:00 p.m.
3. RESOLUTION 07-028: 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 AWARD OF BID AND APPROVAL OF A CONTRACT WITH UNITED PUMP AND DRILLING FOR THE 4TH STREET WELL REHABILITATION PROJECT. APPROVAL OF A PROFESSIONAL

- SERVICES AGREEMENT WITH JUB ENGINEERS, INC. FOR CONSTRUCTION OBSERVATION FOR THE RAMSEY ROAD RECONSTRUCTION PROJECT; APPROVAL OF S-1-05M FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE WEST 1ST ADDITION; AND APPROVAL OF (2) SUNSHINE MEADOWS PARK AGREEMENT AND RELEASES WITH ACI AND PRAIRIE FALLS, LLC.
4. Approval of adding liquor to beer/wine licenses for Greenbriar Food, Inc. at 315 Wallace.
 5. SS-3-07 – Final plat approval for Riverfront House.
 6. SS-8-07 – Final plat approval for Elite Storage.
 7. Bid award for purchase of a rubber-track mounted excavator for the Street Dept.
 8. Approval of beer/wine license for Mongolian BBQ at 3213 N. Gov't Way.
 9. Approval of sidewalk encroachment permits for Brix/The Beacon and the Ironhorse Bar and Grill
 10. Setting of public hearings: O-1-07 (E. Mullan Infill Overlay Regs.) for May 1, 2007 and O-2-07 (mediation Option for zoning and subdivision regulations) for May 1, 2007.
 11. Approval of purchase of three (3) new work vehicles for the Water Dept.

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

COUNCIL ANNOUNCEMENTS:

Councilman Kennedy: Councilman Kennedy reported that he had received information from Payette regarding pit bulls. He noted that in Payette they actually have a requirement for an insurance rider for those that own dangerous dogs at \$1,000,000. He will pass this information along to the Legal Department who are reviewing the regulations regarding dangerous animals. He also expressed his appreciation to all the people who have provided information on this issue.

RESOLUTION NO. 07-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO TO CLARIFY A PLAT RESTRICTION CONCERNING BACKYARD ACCESS AS NOTED ON THE PLATS FOR BENTWOOD PARK 1ST THROUGH 6TH ADDITIONS.

Motion by Reid, seconded by Kennedy to adopt Resolution 07-029,

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

RESOLUTION NO. 07-030

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH WESTERN PROPERTY MANAGEMENT, INC.

Motion by Reid, seconded by McEvers to adopt Resolution 07-030.

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

RESOLUTION NO. 07-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE ASSIGNMENT OF A USER AGREEMENT AND COVENANT REGARDING USE WITH THE COEUR D'ALENE PARKS FOUNDATION TO THE SALVATION ARMY.

STAFF REPORT: City Attorney Mike Gridley reported that approximately 2 months ago, the Council approved a user agreement for the construction of a recreational facility. There was also a transfer of property from the City to the Parks Foundation for that property. Tonight's agreement is authorizing the Parks Foundation to assign the property to the Salvation Army for the construction of the recreational facility. He also noted that this assignment provides for certain conditions such as prohibiting any discrimination or the forcing of religion on anyone who would want to use this facility. He also noted that the original term for use of the property was 25 years; however, it is intended that this facility be in place for much longer and so this assignment removes the 25 year limit on this space. He reported that this facility will provide needed recreational activities that would otherwise not be available to this community.

Councilman Edinger commented on recent newspaper articles reporting that there is a group that believes this is not a separation of church and state and asked if this is correct. Mr. Gridley responded that he recently visited with this organization in Washington, D.C. and it appears that their concerns on this issue have diminished. He noted that City staff has contacted outside legal counsel on this issue as well as university professors who have studied this issue and all believe that there is an appropriate separation of church from state. Councilman Edinger then asked who is paying for the dirt to be moved. Mr. Gridley responded that the City agreed to provide a buildable site and so the City approved \$3,000,000 to remediate the site so it could be a buildable site. Councilman Edinger asked if there is going to be a traffic signal at Ramsey and Golf Course Road. Mr. Gridley responded that the Engineering Department will be looking at the traffic flow in this area. Councilman Edinger then asked if there is a traffic signal installed, who would pay for it. Mr. Gridley responded that this will also be part of the traffic study.

Councilman Kennedy requested that City Attorney Gridley review why the Council needs to approve this agreement after the City gave the land in a trade to the Parks

Foundation. City Attorney Gridley reported that ultimately the Salvation Army will own this property through a donation from the Parks Foundation. However, since there were some conditions in the City's land exchange agreement, this assignment transfers these conditions between the Parks Foundation and the City to the Salvation Army. Thus, when the Salvation Army builds their facility, they will be bound by the provisions in the original land exchange agreement between the Parks Foundation and the City.

Councilman McEvers noted that in the operation of the facility's portion of the agreement it notes that the City will designate a city staff member to coordinate the use for and by City recreation programs. City Attorney Mike Gridley explained that this provides that the Recreation Department will coordinate city recreation programs with the programs offered by the Salvation Army. Essentially, this does become another tool for our Recreation Department. Mayor Bloem noted that this is a cost savings to the tax payers in having the facility's construction paid by the Salvation Army which will then be offered for use to our community for City recreational programs.

Motion by Hassell, seconded by Edinger to adopt Resolution 07-031.

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

COUNCIL BILL NO. 07-1008
ORDINANCE NO. 3289

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 2.46 TO ESTABLISH A SIGN BOARD, SET TERMS AND CRITERIA FOR APPOINTMENT, ESTABLISHING DUTIES AND HEARING PROCEDURES OF THE SIGN BOARD AND APPOINTING A SECRETARY; REPEALING THE CURRENT SIDE CODE AND ADOPTING A NEW SIGN CODE CODIFIED AS CHAPTER 15.24 AS FOLLOWS: ADDING A NEW ARTICLE I ENTITLED STRUCTURE WITH SECTIONS 15.24.010 THROUGH 15.24.050 TO ESTABLISH THE TITLE, PURPOSE AND SCOPE OF THE SIGN CODE AND TO ADDRESS COORDINATION WITH STATE LAW AND THE SEVERABILITY OF THE SIGN CODE; ADDING A NEW ARTICLE II ENTITLED GENERAL REQUIREMENTS WITH SECTIONS 15.24.060 THROUGH 15.24.480 TO ESTABLISH REGULATIONS FOR A FRAME SIGNS, AWNING AND CANOPY SIGNS, BANNERS OVER THE RIGHT OF WAY, COMMUNITY SIGNS, ELECTRIC SIGNS AND MESSAGE CENTERS, FREESTANDING, NON-TRADITIONAL, PROJECTING, ROOF, PORTABLE AND VEHICULAR SIGNS, WALL MURALS, SIGNS IN RESIDENTIAL, MOBILE HOME, COMMERCIAL, MANUFACTURING AND NAVIGABLE WATER ZONING DISTRICTS, ENTRY SIGNS INTO SUBDIVISIONS, TEMPORARY AND POLITICAL SIGNS, MAINTENANCE AND REMOVAL OF NONCONFORMING, DANGEROUS, OBSOLETE AND ILLEGAL SIGNS, ESTABLISHING PROHIBITED SIGNS AND PROHIBITED LOCATIONS FOR SIGNS, REGULATIONS GOVERNING BILLBOARDS; ADDING A NEW

ARTICLE III WITH SECTIONS 15.24.490 THROUGH 15.24.570 TO ESTABLISH EXCEPTIONS TO THE SIGN CODE, ACTIVITIES EXEMPT FROM PERMITTING REQUIREMENTS, PROHIBITING SIGNS THAT PROJECT OVER THE RIGHT OF WAY, PROVIDING FOR VARIANCES AND APPEAL PROCEDURES; ADDING A NEW ARTICLE IV WITH SECTIONS 15.24.580 THROUGH 15.24.690 ESTABLISHING PERMITTING REQUIREMENTS FOR SIGNS, ENFORCEMENT PROCEEDING INCLUDING PROVIDING THAT ANY VIOLATION OF THE SIGN CODE IS A MISDEMEANOR PUNISHABLE BY UP TO 180 DAYS IN JAIL OR A FINE OF \$1,000.00 OR BOTH; ADDING A NEW ARTICLE V WITH SECTION 15.24.700 ESTABLISHING A GLOSSARY OF TERMS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Hassell to pass the first reading of Council Bill No. 07-1008.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1008 by its having had one reading by title only.

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

COUNCIL BILL NO. 07-1014
ORDINANCE NO 3290

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH8 TO R12 & C17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TRACTS 70 AND 71, FRUITLAND ADDITION TO COEUR D'ALENE IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by McEvers to pass the first reading of Council Bill No. 07-1014.

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

Motion carried.

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1014 by its having had one reading by title only.

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

ADJOURNMENT: Motion by Kennedy, seconded by Reid to recess this meeting to April 5, at 3:30 p.m. at the Jewett House and then to April 12 at 4:30 p.m. at the Lake City Senior Center. Motion carried.

The meeting recessed at 6:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC, City Clerk

**A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE
COEUR D'ALENE TRIBAL COUNCIL
HELD AT THE JEWETT HOUSE
APRIL 5, 2007**

A continued meeting of the Coeur d'Alene City Council was held at the Jewett House in Coeur d'Alene, Idaho on April 5, 2007 at the hours of 3:30 p.m. there being present upon roll call a quorum

Mayor Sandi Bloem

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

Deanna Goodlander) Members of Council Absent

WELCOME: Mayor Bloem welcomed Coeur d'Alene Tribal Council Chairman Allan and his staff to the joint meeting.

PUBLIC TRANSPORTATION: Councilman Reid reported that for the month of March, Citilink's ridership was 30% over the same month a year ago. She believes it is due to the staff at the Coeur d'Alene Tribe. Currently, KMPO is working on permanent bus shelters at various locations on the bus route. She also noted that there have been new routes added through Coeur d'Alene. As part of this program, the Special Needs Recreation was able to purchase a new van. Chairman Allan expressed his pride in this partnership. Councilman Reid announced that although there are currently 8 buses in this program, in the near future the group will need to purchase larger buses due to the increase in ridership. Chief Allan noted that they are looking at extending a route to the Silver Valley.

Councilman Edinger asked how the shelters are coming along. Councilman Reid responded that staff is currently working on the location and design of the bus shelters. The first one would be located at Riverstone. She is hoping that we will see the first one constructed this year. Councilman Kennedy asked if there is going to be a bus stop at the Kroc Center. Councilman Reid responded that as part of the first phase of the expansion a bus stop at the Kroc Center is planned

EMERGENCY MEDICAL SERVICES: Wendy Gabriel reported that she learned that Lynn Boarder recently discussed Emergency Medical Services with the Tribe and so tonight she asked if anyone had any issues they would like to discuss. Troy Tymesen noted that one of the issues is that Kootenai County is providing service to Benewah County with no compensation. Chief Allan had discussed this issue with the Fire Chief in Plummer who is on the Benewah Medical Board. Robert Matt, Coeur d'Alene Tribal Administrative Director, noted that Chairman Allan wanted to discuss the coordination between Kootenai County Medical Emergency Services and the Benewah Fire District concerning the financial impact with Kootenai County providing service to Benewah County.

KROC CENTER UPDATE: Mayor Bloem reported that currently structural fill is being hauled into the hole at the Kroc Center site. She noted that in order to break ground in June, the community must raise \$6,000,000 and we are currently at \$4,400,000. The contract has been awarded to Goebel of Spokane for the construction of the facility. Chairman Allan asked if the bike trail will be extended along the railroad right-of-way from the Kroc Center site under I-90 to Riverstone. Mike Gridley responded that it will be extended. Chairman Allan asked about the increased traffic flow in this area. Mayor Bloem noted that when the building permit is taken out a traffic study will be conducted.

JOB RECRUITMENT: Mayor Bloem asked how the tribe's efforts have been for job recruitment. Robert Matt reported that they have been working with Steve Griffiths in regards to their bread company. Their short term long term goal is that the tribal Council would like to see this business relocated to Idaho. The HearthBread Bakehouse employs around 80 people and they are looking at starting up some more shifts. They are currently supplying breads to the high end facilities such as hotels and restaurants. In regard to their recent purchase of the manufacturing company, Berg Integrated Systems, it is doing well. He reported that when the Tribe bought the company they moved the operation to Plummer, and they are now running 1 ½ shifts with 40-50 employees. They service mostly private sectors such as Lockheed Martin, Boeing, as well as the Dept. of Defense, and even the mining industry. Since they are an 8-A minority designated business this qualifies for some government work which would increase staffing. They are looking at expanding the size of their space. They are concentrating that business in the Coeur d'Alene - Post Falls area. Mr. Matt believes this would be a big boon to the skilled labor market as these jobs start at \$14-\$16 an hour. The Tribe has 9 years to utilize the preferential 8-A status which they anticipate taking advantage of for the full 9 years. Chairman Allan noted that these are new jobs to Idaho and that is why the tribe is looking at the Coeur d'Alene - Post Falls area for the 100,000 sq. foot building. It is hoped that the new facility will have its ground breaking this fall and it is anticipated that the building will be completed by January. Overall, the Tribe is currently pushing 200 employees with a \$4,000,000 payroll. He noted several of their employees come from Coeur d'Alene. Mr. Matt reported that most of the work force is the younger 20-year-old high school graduates and they have focused on training this age group which this has

proven successful. Training includes modern day manufacturing which hopefully will pay dividends for our younger generation.

Councilman Kennedy asked if there is anything that we could do to help. Chairman Allan explained that contrary to recent newspaper articles, the Tribal council is not delinquent on property taxes. For the Coeur d'Alene Tribe property taxes are \$15,000 but the tribe pays \$50,000 in individual property taxes voluntarily. Eric requested that if the City could do something to help change the legislature's mind in accepting service in lieu of property taxes that would help. He wishes that people would just treat the tribe fairly. The tax revenue from their manufacturing operations is so much greater than the property tax for government. In light of this, the tribes are going to have some resolution by December. Chairman Allan said that they are almost there in that they are a draft agreement. He hopes that the Governor will see their tribe separate from the tribes in southern Idaho. Mr. Matt believes the tribe feels attacked for \$12,000 in property taxes when they have donated \$7,921,000 including \$1,000,000 to the Kroc Center, \$1.8 million to the various school districts. He believes that the legislators need to take a look at the big picture. Chairman Allan thanked the Mayor Bloem for writing a letter on behalf of the Coeur d'Alene Tribe regarding the fuel tax issue.

Chairman Allan reported that currently, the tribe employees approximately 1,500 people. They expect by the end of this fiscal year, to have 2,000 employees with the new manufacturing plant. Their accumulative payroll is \$40,000,000 plus \$10,000,000 in health care coverage for their employees. Chief Allan stressed that the tribe believes in keeping the money local.

AFFORDABLE HOUSING: Troy Tymesen presented the tribe with a copy of the housing study recently completed by the City regarding Kootenai County residents. Over 2,000 renters earn within the \$15,000 range income. Renters from that earn \$30,000 – \$40,000 need to find homes in the \$130,000 range. Current homeowners could not move from their existing homes due to the increase in value of homes. People in the \$15,000 - \$20,000 income range could probably not purchase a home. Mr. Tymesen reported that the next study to be conducted would provide the City with a Plan for addressing the affordable housing issue which could include the City becoming an Entitlement City. Chairman Allan noted that this is an issue that the tribe is also looking at. Councilman Kennedy noted that the Kootenai Perspective Board is also interested in this issue and he invited the tribe to have a representative serve on this committee. Chief Allan said that they would like to participate. Troy Tymesen will make sure that a member of the tribe is also a representative on the Jobs Plus Board.

OTHER TOPICS:

Lake Management Plan: Councilman McEvers asked Chairman Allan the viewpoint on the Lake Management Plan. Chief Allan responded that they will not sign off on that until there is funding for it. He does not feel confident that there will be any funding

form the Federal government for the basin cleanup. Mr. Matt noted that it is down to policy issues for long term management especially in light of no funding.

Televising Tribal Council Meetings: Councilman McEvers had heard that they are trying to get tribal council meetings televised. He believes that it would be interesting to have this information also aired on CDATV 19. Councilman McEvers invited Valerie Fast Horse from the Tribal Council to visit the City's facility.

Monthly Tribal Newspaper: Chief Allan said that he will provide the City with a copy of their monthly newspaper.

Other Joint Meeting: Councilman Edinger asked if the tribe routinely meets with other government entities. Chief Allan responded that they do try to meet with the local officials. They have a good working relationship with Post Falls.

Dirne Clinic: Mayor Bloem asked if the tribe's medical facilities are adequate and are they using the Dirne Clinic as a resource. Chairman Allan noted that their people utilize their clinics, but noted that since they are not a hospital they do need to utilize Kootenai Medical Center. Troy Tymesen noted that through the Dirne Clinic they have services available for dental, senior and medical services. Chief Allan expressed an interest in looking into the dental services available through the Dirne Clinic. Chairman Allan noted that Ginger Carpenter is the new director of their medical clinic.

Avista Dam Relicensing: Mr. Matt asked if the City has any questions on the status of the licensing and the position the Tribe is taking on this re-licensing. He noted that the current license expires this summer and contrary to some news reports the Tribe is not asking for any changes at the dam in Post Falls but they have asked Avista to put some money towards monitoring water quality of the lake. They have not reached an agreement to date between the U.S., the tribe and Avista. He wanted the City Council to know that changes in the elevation of the lake were not something the Tribe requested and the U.S. Dept. of Interior does not promote a change in lake level. Avista utilities is proposing to split the project into two projects – one on the Washington side and one on the Idaho side. The Tribe is opposed to splitting the project because the Tribe believes that it would put the burden and cost of water quality on Idaho residents with benefits of the power generation being realized in Washington. He encouraged the City Council that as people bring suggestions, they encouraged the Council to look at the facts in that none of the conditions from the tribe are a change in elevation but rather a request for financial support in managing the water quality of the lake. He noted that the U.S. Dept. of the Interior opposes splitting the license application. He noted that a license has been in existence since 1906 and virtually not money has been spent on maintaining the environmental quality of the lake especially in comparison to the money spent in Washington.

Mayor Bloem expressed her appreciation for the tribe meeting with the City Council.

ADJOURNMENT: Motion by Reid, seconded by McEvers to recess this meeting to April 12, 2007 at 4:30 p.m. at the Lake City Senior Center. Motion carried.

The meeting recess at 5:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING BID AWARD AND APPROVAL OF A CONTRACT WITH ACCELERATED CONSTRUCTION & EXCAVATING FOR THE CATCH BASIN REPLACEMENT PROJECT; BID AWARD AND APPROVAL OF A CONTRACT WITH KNIFE RIVER FOR THE NORTH PINES PARK – PHASE 1 PROJECT; BID AWARD AND APPROVAL OF A CONTRACT WITH DEW DROP SPRINKLERS & LANDSCAPING FOR THE NORTH PINES PARK – PHASE 2 PROJECT; APPROVAL OF AN AMENDMENT TO THE EXISTING IAFF LOCAL 1494 AGREEMENT TO PROVIDE OPEN RESIDENCY AND APPROVAL OF A SERVICE AGREEMENT WITH TIM PRENTICE FOR INTERIOR ART WORK FOR THE NEW COEUR D' ALENE LIBRARY.

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

- 1) Bid Award and approval of a Contract with Accelerated Construction & Excavating for the Catch Basin Replacement project;
- 2) Bid Award and approval of a Contract with Knife River for the North Pines Park – Phase 1 project;
- 3) Bid Award and approval of a Contract with Dew Drop Sprinklers & Landscaping for the North Pines Park – Phase 2 project;
- 4) Approval of an amendment to the existing IAFF Local 1494 Agreement to provide open residency;
- 5) Approval of a Service Agreement with Tim Prentice for Interior Art Work for the new Coeur d' Alene Library;

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 5" 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 17th day of April, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: April 17, 2007
INITIATED BY: Richard Suchocki, Project Manager 
SUBJECT: Approval of Low Bidder Catch Basin Replacement Project

DECISION POINT

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

HISTORY

The City received five responsive bids for this project.

Accelerated Construction & Excavating	\$175,026.00
Peck & Peck Excavating	\$187,722.50
Safco Inc	\$195,134.05
Super Grade Inc	\$202,451.73
DG & S co	\$252,741.24
Engineer's Estimate	\$172,275.00

FINANCIAL ANALYSIS

This project is funded through the storm water utility.

PERFORMANCE ANALYSIS

The City will overlay Lakeside Ave from 8th St. to 23rd St. and reconstructing Best Ave from 5th St. to 15th St. this summer. The existing catch basins along the streets are old and in need of replacement. Prior to overlays, we now evaluate the existing storm systems in the streets to determine what needs to be replaced.

SUMMARY / RECOMMENDATION

Staff recommends a motion to approve Accelerated Construction and Excavating LLC as low bidder and to enter into a contract.

CONTRACT

THIS CONTRACT, made and entered into this **17th day of April, 2007**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **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 the "**CONTRACTOR**".

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **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 of the City of Coeur d'Alene, 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 Seventy Five Thousand Twenty Six and No/100's Dollars (\$175,026.00)**.

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 Sole Member, the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
ACCELERATED CONSTRUCTION &
EXCAVATING, LLC

Sandi Bloem, Mayor

Mark D. Williams, Sole Member

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of April, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

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

On this \_\_\_\_\_ day of April, 2007, before me, a Notary Public, personally appeared **Mark D. Williams**, known to me to be the Sole Member, 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 Idaho  
Residing at \_\_\_\_\_  
My Commission Expires:

**CITY COUNCIL  
STAFF REPORT**

**April 17, 2007**

**From: Doug Eastwood, Parks Director**

**SUBJECT: NORTH PINES PARK BID AWARD – PHASE I**

**Decision Point:**

Award bid to Knife River for Phase I of North Pines Park.

**Historical Analysis:**

North Pines Park is a 3.5 acre parcel on the Northwest corner of Lunceford and 12<sup>th</sup> Street. This park is the next in line for development and was approved for development in 2006 during the strategic planning process.

**Financial Analysis:**

We opened bids on March 19 and Knife River at 6001 E. Seltice in Post Falls, Idaho 83854 is the low bidder for this project. (P.O. Box 2047 Coeur d'Alene, Idaho 83816-2047) The city received a matching Land and Water Conservation Fund Grant for this project and will match the fund from the Parks Capital Improvement Fund. The bid for Phase I is \$85,097.04.

**Performance Analysis:**

This park site is in a great location for the surrounding neighborhoods and it will service an area of town that has a very high population density. The developed park helps us meet our ratio of developed park acres per 1,000 population. The park should be completed, weather permitting, by July of 2007.

**Decision Point:**

Award a contract of Knife River for Phase I of the North Pines Park development.

## CONTRACT

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of April, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and **KNIFE RIVER**, 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 **6001 E. Seltice, Post Falls, Idaho 83854** or **P.O. Box 2047, Coeur d' Alene, Idaho 83816-2047** hereinafter referred to as the “**CONTRACTOR**”,

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **the construction of North Pines Park – Phase I** 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 perform the duties 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 Parks Director of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

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

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed Eighty Five Thousand Ninety Seven Dollars and 04/100's (\$85,097.04) 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 **60** calendar days. The Contract work shall be completed no later than **June 29, 2007**.

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





**CITY COUNCIL  
STAFF REPORT**

**April 17<sup>th</sup>, 2003**

**From: Doug Eastwood, Parks Director**

**SUBJECT: NORTH PINES BID AWARD - PHASE II**

**Decision Point:**

Award bid to Dewdrop Sprinklers and Landscaping for Phase II of North Pines Park

**Historical Analysis:**

North Pines Parks is a 3.5 acre site that was acquired by the City in the mid 1990's. It is located on the Northwest Corner of Lunceford and 12<sup>th</sup> Street. This park was identified as the next park site to be developed during last year's strategic planning process.

**Financial Analysis:**

We opened bids on April 9<sup>th</sup> and Dewdrop Sprinklers and Landscaping at 11827 East Trent Avenue, Spokane, Washington 99206 was the responsive bidder for this phase. The CDA Parks Department received a matching LWCF grant for this park and our match will come from the Parks Capital Improvement Fund. We purchased the playground equipment last year through a separate matching grant opportunity. The bid for Phase II the Irrigation, Finish Grade, Drinking Fountain and Hydroseed is \$109,534.96.

**Performance Analysis:**

This phase of the park development includes a water conservation system which will save the City both water and dollars in the years ahead. I have attended several homeowner association meetings over the past couple of years in order to build a partnership with the residents and the city. The parks staff conducted a workshop with the homeowners last year. The results of that workshop will be further recognized by the participation of the residents when they help us plant the trees and build the playground.

**Decision Point:**

Award a contract to Dewdrop Sprinklers and Landscaping for Phase II of the North Pines Park Development.

## CONTRACT

THIS CONTRACT, made and entered into this 17<sup>th</sup> day of April, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **GRM CONSTRUCTION, INC d/b/a DEW DROP SPRINKLERS & LANDSCAPING, CORP**, 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 **11827 E. Trent Avenue, Spokane, WA 99206** hereinafter referred to as the "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **the construction of North Pines Park – Phase II** 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 perform the duties 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 Parks Director of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

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

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed **One Hundred Nine Thousand Five Hundred Thirty Four Dollars and 96/100's (\$109,534.96)** 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 **60** calendar days. The Contract work shall be completed no later than **June 29, 2007**.

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,**

**CONTRACTOR: GRM Construction, Inc.  
d/b/a Dew Drop Sprinklers & Landscaping**

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

By: \_\_\_\_\_  
Gary Matthews, President

**ATTEST:**

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

STATE OF IDAHO )  
                          ) ss.



**GENERAL SERVICES COMMITTEE  
MEMORANDUM**

DATE: MARCH 27, 2007

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: CONTRACT AMENDMENT TO THE IAFF LOCAL 1494 AGREEMENT

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**DECISION POINT:**

Amend the existing Contract with IAFF Local 1494, Article XXVI, entitled "Residency," to provide open residency.

**HISTORY:**

The current IAFF Local 1494 agreement was adopted the 25<sup>th</sup> day of September, 2003 per Resolution No. 03-087. Since that time the City of Coeur d'Alene adopted an open residency policy pursuant to Personnel Rule III, Section 2 which states: *Certain positions, at the discretion of the City Administrator, may be required to reside within a twenty (20) minute driving response time to the city limits.*

The current agreement with IAFF Local 1494 requires all members to reside within Kootenai County. The proposed amendment would open residency for the Fire Union members, which is the only group that has a restricted residency clause. Their proposed amendment to Article XXVI, entitled Residency is as follows:

~~SECTION 1. All members of the bargaining unit shall obtain residency in Kootenai County as a condition of completing probation.~~

~~SECTION 2. It is agreed that all members of the bargaining unit shall, during their off duty hours, monitor their pager units at all times.~~

At the discretion of the City Administrator, or designee, the position of Division Chief may be required to reside within a twenty (20) minute driving response time to the city limits. All other members of Local 1494 have no residency requirements.

**FINANCIAL ANALYSIS:**

No costs are expected with this amendment.

**PERFORMANCE ANALYSIS:**

The amendment will provide a consistent open residency to the employees of the City of Coeur d'Alene.

**DECISION POINT/RECOMMENDATION:**

Amend the existing Contract with IAFF Local 1494, to provide open residency.

## STAFF REPORT

DATE: APRIL 9, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: STEVE ANTHONY, ARTS COMMISSION LIAISON  
RENATA MCLEOD, PROJECT COORDINATOR

RE: SERVICES AGREEMENT WITH TIM PRENTICE FOR INTERIOR PUBLIC ART  
AT THE COEUR D'ALENE PUBLIC LIBRARY

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**DECISION POINT:**

To authorize an agreement with Tim Prentice for an interior kinetic art sculpture at the new Coeur d'Alene Public Library.

**HISTORY:**

The City Council authorized the interior art selection and staff to negotiate a contract with artist Tim Prentice for interior public art at the new Coeur d'Alene Public Library. The attached agreement represent terms negotiated and agreeable to the City and the Artist.

**FINANCIAL:**

The construction and installation of the art piece is \$75,000.00, which will be paid from the Public Art Fund.

**DECISION POINT/RECOMMENDATION:**

To authorize an agreement with Tim Prentice for an interior kinetic art sculpture at the new Coeur d'Alene Public Library.

**SERVICES AGREEMENT**

between

**THE CITY OF COEUR D'ALENE**

and

**TIM PRENTICE**

for

**CREATION AND INSTALLATION OF INTERIOR PUBLIC ART  
FOR NEW COEUR D'ALENE PUBLIC LIBRARY**

THIS CONTRACT, made and entered into this \_\_\_\_ day of April, 2007, between 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," and **TIM PRENTICE**, whose address is West 129 Lake Road, Cornwall, CT 06796, hereinafter referred to as the "Artist,"

WITNESSETH:

Section 1.     Employment of the Artist. The City hereby agrees to engage the Artist to perform the services for design, construction, placement, installation and installation supervision of the interior public art for the new Coeur d'Alene Public Library as hereinafter set forth in Artist's proposal attached hereto and incorporated herein as Exhibit "A."

Section 2.     Personnel.

- A.     The Artist represents that Artist will perform the services under this contract and shall not be an employee of the City.
- B.     All of the services required hereunder will be performed by the Artist.

Section 3.     Time of Performance. The services of the Artist shall commence upon execution of this contract by the Mayor and shall be completed within four (4) months of this contract being fully executed. A specific date of installation shall be coordinated by the Artist with the City's Contractor, Jeramie Keeble [(509) 327-4451].

Section 4. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Artist a total of Seventy-five Thousand Dollars and No/100 Dollars (\$75,000.00) for services, payable, upon receipt of Artist invoice, as follows:

1. \$45,000 at the start of the project
2. \$15,000 at mid-construction
3. \$7,500 at fabrication completion
4. \$7,500 thirty (30) days after installation of the art object

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other things of value to the Artist in connection with performance of contract duties.

Section 5. Assignability. The Artist shall not delegate duties or otherwise subcontract work or services under this contract. The Artist may use other individuals working under his supervision to assist him in the construction and the installation of the public art object.

Section 6. Interest of the Artist. The Artist covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Section 7. Relationship of the Parties. The Artist shall perform his obligations hereunder as an independent contractor of the City. The City may administer this contract and monitor the Artist's compliance with this agreement but shall not supervise or otherwise direct the Artist except to provide recommendations and to provide approvals pursuant to this agreement.

Section 8. Hold Harmless. Artist shall furnish and install barriers to prevent accidents while installing the public art object on the site and shall indemnify, defend and hold the city harmless from all claims for injury to person or property resulting from the Artist's actions or omissions in performance of this agreement.

Section 9. Warranties.

A. The Artist shall not be responsible for the maintenance of the public art object or for any damages resulting from the City's failure to maintain the public art object nor from any causes beyond the control of the Artist.

B. The Artist shall obtain from the supplier and provide to the City a warranty on materials associated with the public art.

Section 10. Ownership. The City shall maintain ownership and all rights to the public art object once it is completed and installed. However, the City agrees it will include the name of the artist and the name of the public art object in any publication, depiction or rendering of the public art object that the City allows.

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

CITY OF COEUR D'ALENE

ARTIST

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

\_\_\_\_\_  
Tim Prentice

ATTEST:

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 17<sup>th</sup> day of April, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

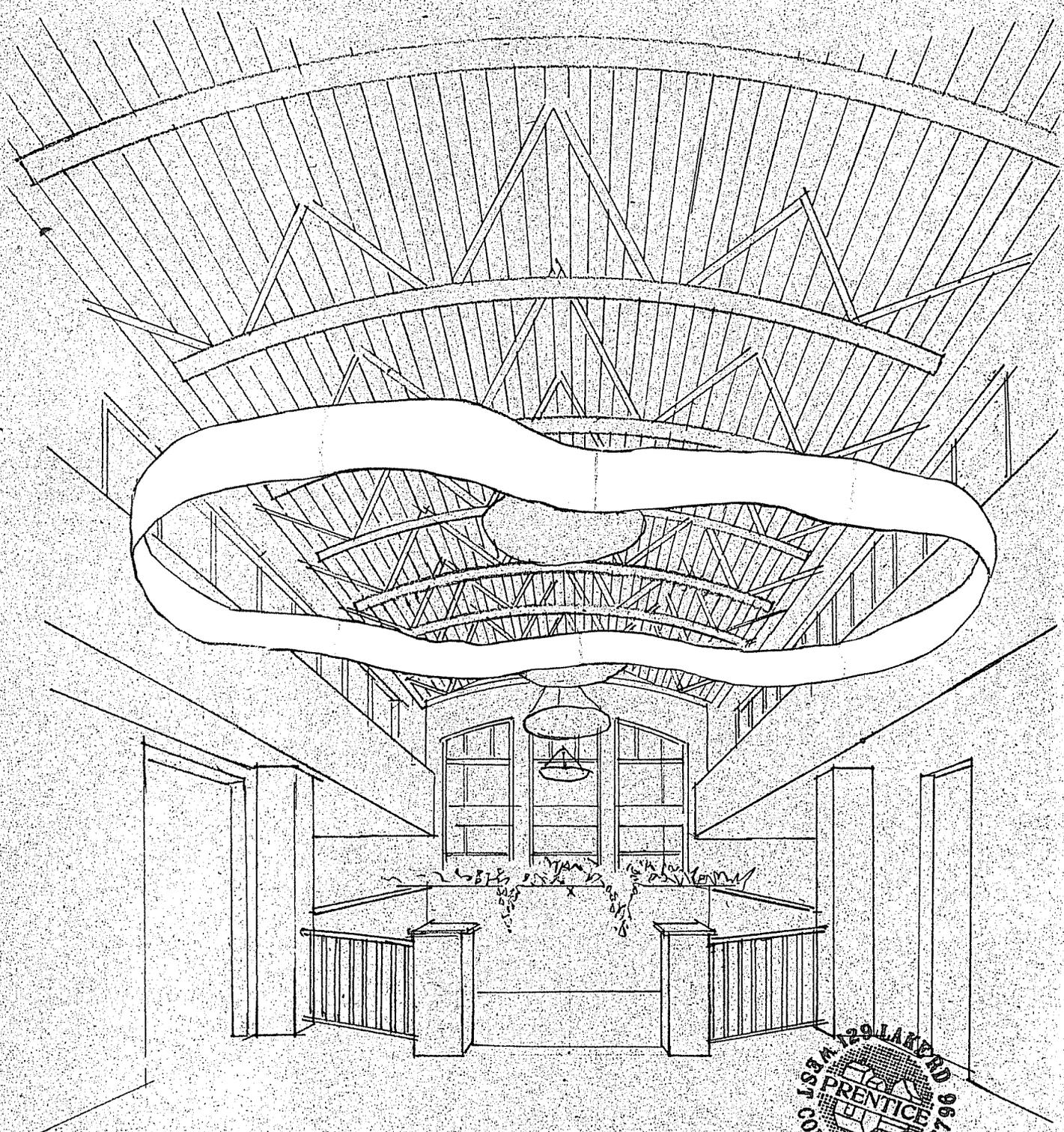
\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

~~~~~  
STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of April, 2007, before me, a Notary Public, personally appeared **Tim Prentice**, known to me to be the person 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: _____



PROPOSAL OF KINETIC SCULPTURE FOR THE COEUR D'ALENE LIBRARY



Proposal

For the new library in Coeur D'alene I am proposing a kinetic sculpture to be suspended over the the Main Entrance.

Description

As one enters the building a ribbon of reflective aluminum panels in the form of a circle with a circumference of 80 feet will float overhead. The elements forming the ring of the circle will be connected in such a way as to allow the overall form to gently and silently undulate and distort in ever changing patterns according to the slightest air currents in the space.

Material

The reflective surface of the aluminum panels which will be slightly curved to catch the air will also reflect the natural light entering the clerestory during the day and the large suspended light fixture by night.

Movement

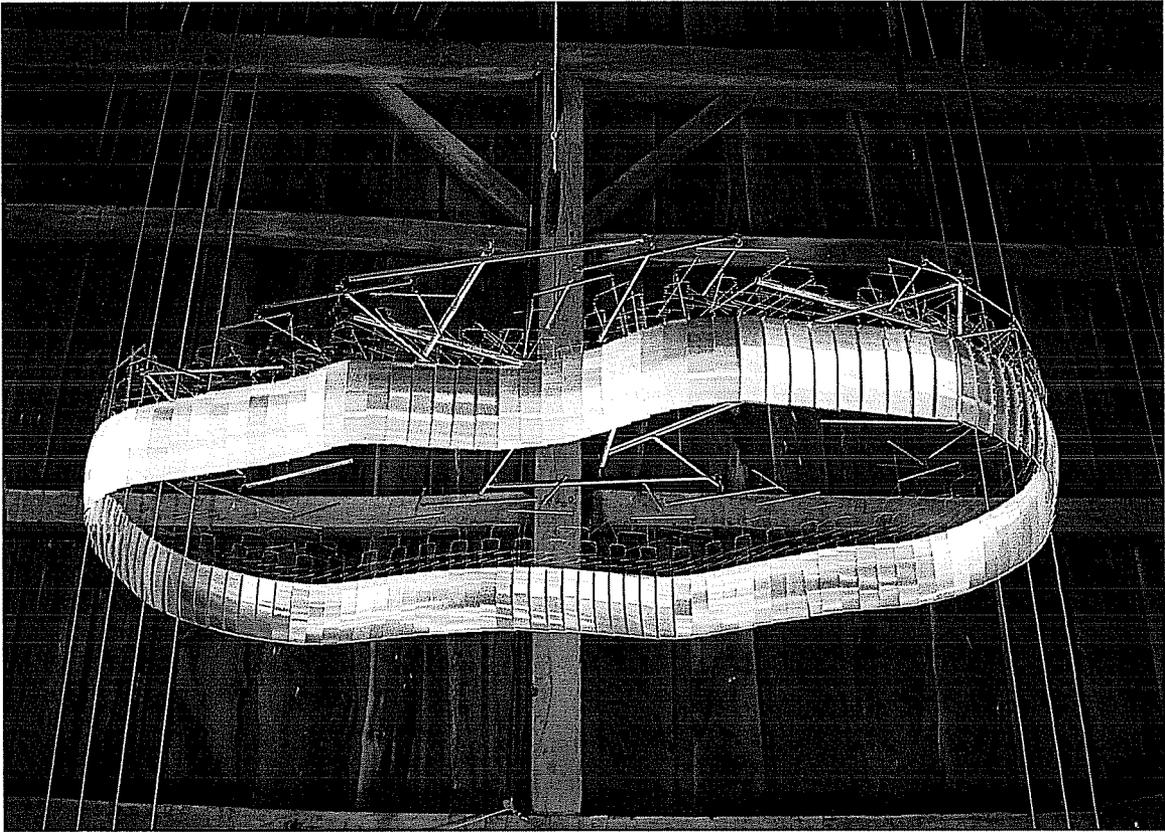
A number of factors will influence the movement: convection currents caused by the sunlight entering through the clerestory windows, air rising in the stairwell from the lower floors, and the number of people moving through the space at any given moment. The accompanying DVD illustrates the quality of the anticipated movement.

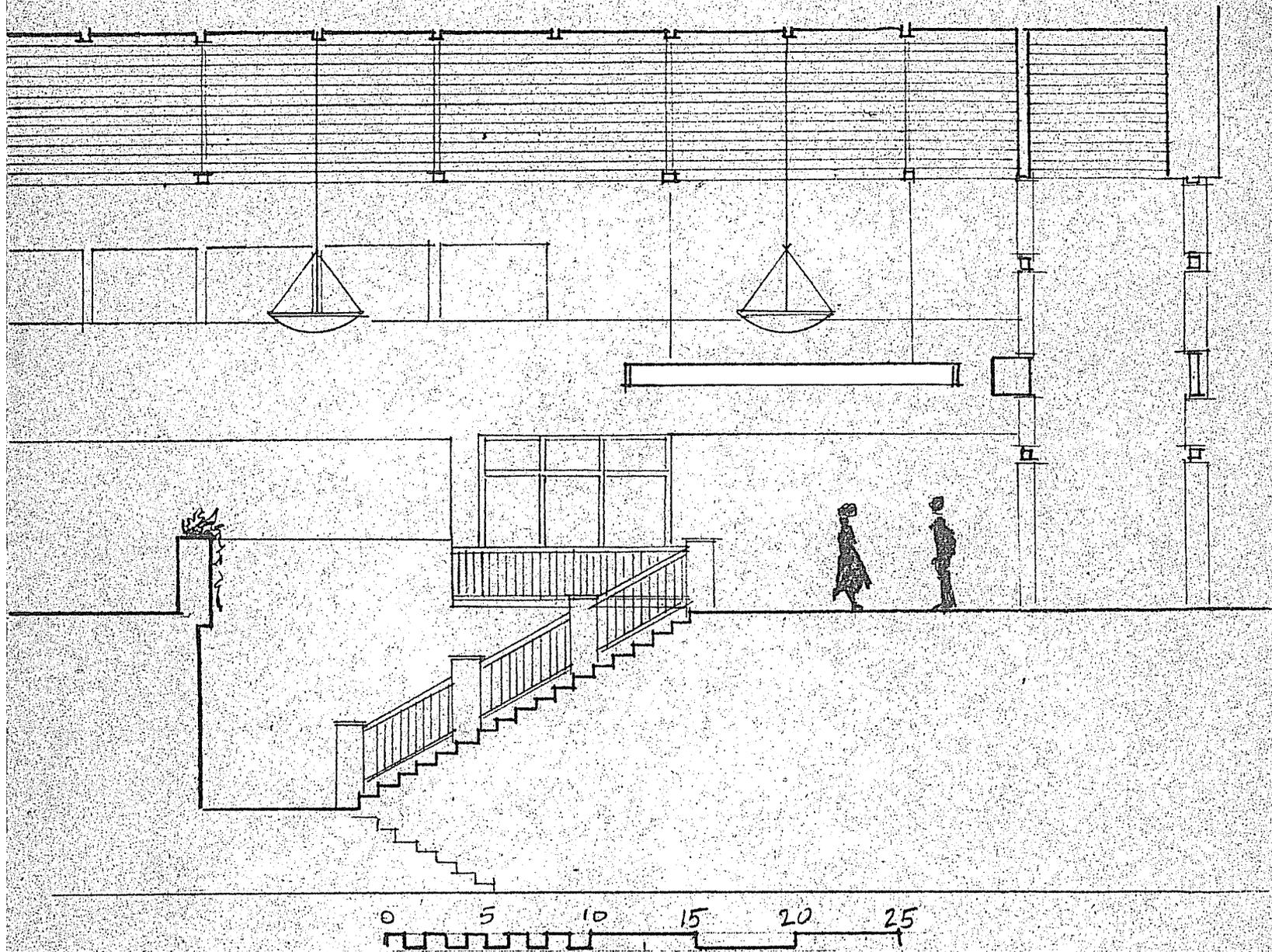
Location

The artwork is located to add importance and drama to the main entrance area. On entering the building the tall vault overhead draws the visitor forward to the reading room ahead. At this moment the visitor is given a choice to go forward to the lower level by the stairs or turn right to enter the library spaces. At this critical juncture the floating circle plays the role which in classical architecture is characteristically played by a dome

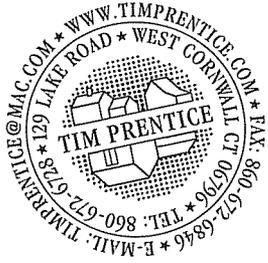
Construction

The details of construction are contained in the attached drawings. A sample of the aluminum proposed for the approximately 200 panels is also included.





Long Section

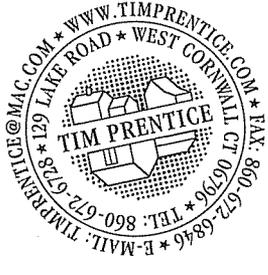


PROPOSED PROJECT BUDGET

MATERIALS AND SUPPLIES - ITEMIZED

ITEM: SHEET ALUMINUM
STAINLESS STEEL
ALUMINUM TUBES

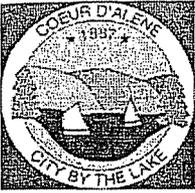
SUBTOTAL - MATERIALS AND SUPPLIES	\$ <u>3,000</u>
ARTIST'S FEE	\$ <u>18,000</u>
ASSISTANT(S)/VENDOR(S) FEES	\$ <u>3,000</u>
STUDIO COST OR RENTAL (include utilities)	\$ <u>2,000</u>
PRODUCTION OR FABRICATION	\$ <u>30,000</u>
INSURANCE ON WORK UNTIL INSTALLATION (in studio, during shipping, and at site)	\$ <u>1,000</u>
TOOLS AND EQUIPMENT:	
Purchase	\$ _____
Rental	\$ _____
Depreciation	\$ <u>1,000</u>
TRAVEL _____ miles @ .25	\$ <u>3,000</u>
LODGING	\$ <u>1,000</u>
CRATING/SHIPPING	\$ <u>1,500</u>
PRE-INSTALLATION/SITE PREPARATION	\$ _____
INSTALLATION	\$ <u>3,000</u>
MISCELLANEOUS EXPENSES (phone, copying, postage, etc.)	\$ _____ <u>500</u>
<u>PHOTO DOCUMENTATION</u>	\$ _____ <u>500</u>
<u>CONTINGENCY 10%</u>	\$ _____ <u>7,500</u>
_____	\$ _____
_____	\$ _____
TOTAL	\$ <u>75,000</u>



Representative Commissions

- 2007 Conrac Facility, Hartsfield-Atlanta Airport, Atlanta, GA
- 2006 Coca-Cola, Inc. Atlanta, GA
- 2006 Texas Tech University, Lubbock, TX
- Citicorp, New York, NY
- Wells Fargo, Des Moines, IA
- 2005 United States Embassy, Yaounde, Cameroon
- Oregon State University, Corvallis, OR
- 2004 The Bureau of the Public Debt, Parkersburg, WV
- New York Hall of Science, Queens, NY
- 2003 The Mitre Corporation, McClean, VA
- University of Florida, Gainesville, FL
- Sunken Gardens, St. Petersburg, FL
- 2002 National Museum of Modern Art, Kwachon, Korea
- AstraZeneca USBC, Wilmington, DE
- Quad City International Airport, Rock Island, IL
- Park Square West, Stamford, CT
- University of Maine, Orono, ME
- Palm Beach Gardens Civic Center, Palm Beach Gardens, FL
- Wright State University, Dayton, OH
- 2001 Samsung, Noble County, Seoul, Korea
- Wells Fargo, Des Moines, IA
- Jacksonville International Airport, Jacksonville, FL
- 2000 Beaumont Hospital, Royal Oak, MI
- Aurora Place, Sydney, Australia
- Pershing Point Plaza, Atlanta, GA
- Odyssey Millennium Project, Belfast, Ireland
- Nokia Visitors Center, Dallas, TX
- Duke University Children's Hospital, Durham, NC
- 1999 Rapid Transit, Yokohama, Japan
- Colorado's Ocean Journey, Denver, CO
- 1998 Downtown Library, Sarasota, FL
- Cardiovascular Research Center, University of Cincinnati, Cincinnati, OH
- Long Wharf Theatre, New Haven, CT
- McWane Center, Birmingham, AL
- 1997 McCormick Exhibition Facility, Chicago, IL
- Wilkes-Barre General Hospital, Wilkes-Barre, PA
- COSI / Ohio's Center of Science & Industry, Toledo, OH
- Metropolitan Boston Transit Authority, Beechmont Station, Boston, MA
- University of Central Florida, Orlando, FL
- 1996 Hartford Hospital, Hartford, CT
- Connecticut State Commission on the Arts, Hartford, CT
- 1995 Inventor's Hall of Fame, Akron, OH
- Los Cerritos Center, Cerritos, CA
- 1994 Fabindia, New Delhi, India
- Hewlett Packard, Andover, MA
- 1993 Civic Center, Tottori, Japan
- Peak Galleria, Hong Kong
- 1992 Mathematics Library, University of Colorado, Boulder, CO
- Federal Reserve Bank of New York, East Rutherford, NJ
- 1991 Irving Art Center, Irving, TX
- 1990 Tempozan Market Place, Osaka, Japan
- Sioux City Public Library, Sioux City, IA
- 1989 Summit Office Building, Raleigh, NC
- 1988 Interlake, Oakbrook, IL
- 1987 Bradley International Airport, Windsor Locks, CT
- 1986 New Jersey Bell, Freehold, NJ
- 1985 Florida Atlantic University, Boca Raton, FL
- 1984 Mobil Research Facility, Princeton, NJ
- Bank of America, New York, NY
- 1983 L.K. Comstock, Pittsburgh, PA
- INA Cigna Corporation, Wilmington, DE
- 1982 Texas Commerce Bancshares, Houston, TX
- 1981 The Boulevard, Las Vegas, NV
- Mobil Oil, Fairfax, VA
- 1979 American Charcuterie Restaurant, New York, NY
- 1978 Barber Oil, NYC
- American Express Headquarters, New York, NY
- 1976 AT & T Long Lines, Bedminister, NJ

Selected One Man Shows	2006	Savannah College of Art and Design, Savannah, GA Maxwell Davidson , NYC (2004, 2002, 2000, 1997, 1994, 1992, 1990)	
	2005	Gallerie VonBärtha, Basel, Switzerland	
	2003	New Arts Gallery, Litchfield, CT	
	2002	Robischon Gallery, Denver, CO (2001, 2000, 1999) Saint-Gaudens Site, Cornish, NH Rockland County Center for the Arts, W, Nyack, NY	
	2001	Cais Gallery, Seoul, Korea Grounds for Sculpture, Hamilton, NJ	
	1999	The Discovery Museum, Bridgeport, CT	
	1993	Soma Gallery, San Diego, CA Anderson Gallery, Buffalo, NY	
	1991	Neville-Sargent Gallery, Chicago, IL	
	1989	Mattatuck Museum, Waterbury, CT	
	1984	Alan Stone Gallery, New York, NY	
	1983	Paul Mellon Gallery, Wallingford, CT	
	1980	Parsons-Dreyfus Gallery, New York, NY	
	1975	Institute for Architectural and Urban Studies, New York, NY	
	Installations	2005	Katonah Museum of Art, Katonah, NY
		2004	Mass MOCA, North Adams, MA
		1994-1998	Decordova Museum, Lincoln, MA
1995		Aldrich Museum, Ridgefield, CT	
1991-1994		Citicorp at Court Square, Long Island City, NY	
1990		Artspace, New Haven, CT	
1989		Aldrich Museum, Ridgefield, CT Bruce Museum, Greenwich, CT	
1986		Crossroads Site, Times Square, New York, NY St. Peter's Church, Lexington Avenue, New York, NY	
Selected Group Shows		2005	Museum Jean Tinguely, Basel, Switzerland
	2004	University of Connecticut, Stamford Art Gallery, Stamford, CT Kunsthau Graz, Graz, Austria National Academy of Design, New York, NY Chesterwood, Stockbridge, MA (2003, 1998-1987)	
	1999	Camberwell College of Arts, London, U.K.	
	1998	American Academy and Institute of Arts and Letters, New York, NY (1991)	
	1995	Yale University, New Haven, CT Hunter Museum, Chattanooga, TN	
	1994	Fitchburg Art Museum, Fitchburg, MA	
	1993	Chicago Cultural Center, Chicago, IL	
	1991	Sculpture in the Park, Allentown, PA	
	1990	Fairmount Park, Philadelphia, PA	
	1989	The Bruce Museum, Greenwich, CT	
	1988	The Urban Center, New York, NY	
	1987	Max Protech Gallery, New York, NY	
	1985	Graduate School of Design, Harvard University, Boston, MA	
	1984-1987	Smithsonian Institution Traveling Exhibition	
	1981	Berkshire Art institute, Pittsfield, MA	
	1979	Parsons-Dreyfus Gallery, New York, NY	
	1978	Indianapolis Museum of Art, Indianapolis, IN	
	1977	Denise Rene Gallery, New York, NY	
	1975	Institute for Architecture & Urban Studies, New York, NY	
Residencies and Workshops	2004	Pratt Museum, Homer, AK	
	1993	Groton School, Groton, MA	
	1991	Hotchkiss School, Lakeville, CT	
Personal	1995-1998	Member, Board of Trustees, Hartford Art School	
	1992-1995	Member, Board of Trustees, Saint-Gaudens Trust	
	1975-1980	Adjunct Professor of Design, Columbia University, NY, NY	
	1975-1989	Fellow, American Institute of Architects	
	1974-1976	President, Municipal Art Society, New York, NY	
	1973-1974	President, New York Chapter, A.I.A.	
	1968-1969	Member of MOMA Commission on Architecture and Design	
	1965-1975	Partner, Prentice & Chan Architects, New York, NY	
1953-1960	Yale University, B.A., M. Arch.		



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208.769.2229 or fax 769.2237
kathylew@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	CRICKET'S DOWNTOWN BAR AND GRILL		
Applicant's Name	MARK PORATH		
Mailing Address	424 SHERMAN AVE.		
Physical Address	SAME		
City, State Zip	COEUR D'ALENE, IDAHO 83814		
Telephone	208-765-1990		
Contact person	MARK PORATH		
Contact Numbers	Phone: 765-1990	Cell: 659-1175	e-Mail: MARK@CRICKETSSTEAKHOUSE.COM

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)
Payment is due with application.

Fee:
16 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 308.48
1 \$100.00 Encroachment Fee

Total Amount Due \$ 408.48 Date Paid 3/21/07 Rec. # 261790

Documentation: Please include the following :

- Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- Complete and signed encroachment agreement (see attached)
- Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00) Insurance agent may fax to 769-2237

If eating establishment is licensed to serve alcohol:

- Submit site plan indicating proposed location of posts. type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- 3/20/07 Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

Mark Porath MANAGER _____
Applicant Title Date



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208.769.2229 or fax 769.2237
kathylew@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	Syringa Japanese Cafe & Sushi Bar
Applicant's Name	Autumn Basso
Mailing Address	1401 N. Fourth St
Physical Address	same
City, State Zip	Coeur d'Alene, ID 83814
Telephone	208.664.2718
Contact person	Autumn
Contact Numbers	Phone: 664-2718 Cell: 964-5641 e-Mail: ab2vgdesign@adelphia.net

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)
Payment is due with application.

Fee: 8 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 154.24
✓ \$100.00 Encroachment Fee

Total Amount Due \$ 254.24 Date Paid _____ Rec. # _____

Documentation: Please include the following :

- _____ Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- _____ Complete and signed encroachment agreement (see attached)
- _____ Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00) Insurance agent may fax to 769-2237

If eating establishment is licensed to serve alcohol:

- _____ Submit site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- _____ Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- _____ Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- _____ Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

Autumn Basso Vice President 21 Mar 07
Applicant Title Date



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208.769.2229 or fax 769.2237
kathylew@cdaid.org

4/10/07
\$ 466.32
264569

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	THE PITA PIT		
Applicant's Name	JACK T. RIGGS, M.D.		
Mailing Address	105 N. 4TH STREET, SUITE 208, COEUR D'ALENE, ID 83814		
Physical Address	320 SHERMAN AVENUE		
City, State Zip	COEUR D'ALENE, ID, 83814		
Telephone	(208) 765-3324		
Contact person	LEE STRAIT		
Contact Numbers	Phone : (208) 765-3324	Cell:	e-Mail: LEE@PITAPITUSA.COM

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)
Payment is due with application.

Fee:

19 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 366.32
\$100.00 Encroachment Fee

Total Amount Due \$ 466.32 Date Paid _____ Rec. # _____

Documentation:

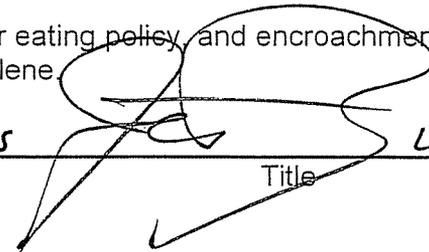
 Please include the following :

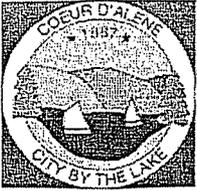
- _____ Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- _____ Complete and signed encroachment agreement (see attached) \$500,000 PER: KATHY LEWIS
- _____ Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00)
Insurance agent may fax to 769-2237

If eating establishment is licensed to serve alcohol: _____ THIS APPLICATION IS FOR FOOD ONLY

- N/A Submit site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- N/A Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- N/A Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- N/A Signs installed at exits

I have read the outdoor eating policy and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

JACK RIGGS  LLC MANAGER 4/10/07
Applicant Title Date



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

CITY HALL, 710 E. MULLA
COEUR D'ALENE, IDAHO 83816-3964
208.769.2229 or fax 769.2237
kathylew@cdaid.org

pd 331.76
4/10/07
26468

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	JAVA ON STERMAN
Applicant's Name	SAM WALLIN
Mailing Address	324 STERMAN COA ID 83814
Physical Address	SAME
City, State Zip	COEUR D'ALENE ID 83814
Telephone	(208) 667-0010
Contact person	SAM WALLIN
Contact Numbers	Phone: 667-0010 Cell: 818-1673 e-Mail:

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)
Payment is due with application.

Fee:

12 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 231.36
1 \$100.00 Encroachment Fee

Total Amount Due \$ 331.36 Date Paid 4/10/07 Rec. # _____

Documentation: Please include the following :

- Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- Complete and signed encroachment agreement (see attached)
- Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00) Insurance agent may fax to 769-2237 (on file)

If eating establishment is licensed to serve alcohol:

- Submit site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

[Signature] OWNER 4/6/07
Applicant Title Date

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 #208.30
Rec No 212438
Date 04-02-2007
Date to City Council: 4-17-2007
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

New

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

Business Name	Cena Coeurd Alene Inc		
Business Address	182 E Neider Ave		
City State Zip	Coeur d Alene Id 83815		
Business Contact	Telephone Number:	Fax:	
	208 755 8513	208 772 1927	
Manager Name	Kyra Hill		
Manager Home Address	51153 Old Highway 95 Rathdrum		
Manager Information	Social Security No.	Date of Birth	
	518 25 2274	8-7-78	
Manager Contact	Telephone:	Cell:	e-mail:
	208 765 2500		KyraandCarys@AOL.com
Manager Place of Birth	Blackfoot Idaho		
License Applicant	Kyra Hill		
Filing Status (circle one)	Sole Proprietor	<u>Corporation</u>	Partnership LLC
	Other		
Address of Applicant	51153 Old Highway 95 Rathdrum		
Applicants Prior Address for past five years	51153 Old Highway 95 since 8/04 19406 Pinecone Road Hayden since 11/02		
Applicants Prior Employment for past 5 years	Applebee's Grille & Bar 280 W Hanley Ave Coeurd Alene		

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services ALISON PALMER / 4/3/07
Department Name / Employee Name / Date

Request made by: SARA JO DELANEY / 762-1235
Name / Phone

1945 HAYDEN VIEW DRIVE, HAYDEN, ID 83815
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 52, 53, _____, _____, _____, _____. Block: E Section: R1V

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 (\$ NIA) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: NIA

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
KESE + SARA DELANEY
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

[Signature] 4-4-07
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 [Signature] 4-4-07
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.

[Signature] 4-4-07
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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 9/25/06
Department Name / Employee Name / Date
Request made by: Ruth Bramer / 509-926-5822
Name / Phone
19630 East Buckeye Otis Orchards WA 99027
Address

The request is for: / / Repurchase of Lot(s)
X / Transfer of Lot(s) from Cyrus Bittleston to Creta Saxton ^{Reilly}

Niche(s): _____
Lot(s): 22, _____, _____, _____, _____, _____ Block: 17 Section: C

Lot(s) are located in X / Forest Cemetery / / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* X / Other* Granddaughter

*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ 40⁰⁰) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 227218

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: X / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
CYRUS BITTLESTON
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 50.00 per lot.
RDE 2/15/07
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: X / Yes / / No.
- Person making request is authorized to execute the claim. [Signature] 3-28-07
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.
Susan K. Weather 3-29-07
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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 03/29/07
Department Name / Employee Name / Date
Request made by: Clifford Fender 509-443-2209
Name / Phone
2702 East 62nd Lane Spokane WA 99223
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Clifford and Sally Fender to Clifford Fender

Niche(s): _____
Lot(s): 9, 10, 11, 12, _____, _____. Block: 67 Section: C

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.: 261993

ACCOUNTING DEPARTMENT Shall complete the following:
Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
CLIFFORD & SALLY FENDER
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.
RDE 4/10/07
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: [Signature] 4-10-07
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.
Susank Weathers 4-10-07
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.

**CEMETERY ADVISORY BOARD
STAFF REPORT**

DATE: April 17, 2007

FROM: Karen Haskew, Urban Forestry Coordinator

SUBJECT: Dying Tree in Forest Cemetery Section D

DECISION POINT:

The Cemetery Advisory Board recommends to the City Council that a dying lodgepole pine tree in Forest Cemetery section "D" be removed, as also recommended by the Urban Forestry Committee.

HISTORY:

Because of the nature of cemeteries, the removal of trees is a sensitive undertaking. It requires the review of the Urban Forestry Committee, the Cemetery Advisory Board and the approval of City Council. This tree was identified as being in poor condition when trees were being reviewed after the December wind storms. Inspection of the tree was put on the January agenda of the Urban Forestry Committee meeting. They have confirmed that the tree has been attacked by pine beetles and will soon be dead. The Urban Forestry Committee has recommended that the tree be removed and that a western white pine tree be planted as a replacement tree. The tree removal recommendation was reviewed and approved by the Cemetery Advisory Board at their March meeting.

FINANCIAL ANALYSIS:

A tree service will be retained to get the tree safely on the ground without damage to headstone or other cemetery features. Estimated cost is \$300. Planting of a replacement evergreen tree will be approximately \$100 if planted by city personnel.

PERFORMANCE ANALYSIS:

The tree can be removed after review and approval by the City Council. Sun Valley Tree Service is prepared to remove the tree when they are in the cemetery to prune up some dead branches. It would be desirable to complete this work before the end of April.

DECISION POINT/RECOMMENDATION:

The Cemetery Advisory Board recommends to the City Council that a dying lodgepole pine tree in Forest Cemetery section "D" be removed, as also recommended by the Urban Forestry Committee.

DATE: APRIL 11, 2007
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MAY 15, 2007

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-4-07	Applicant Russell Wolfe Location: 3313 N. 4th Request: Zone change from R-12 (Residential At 12 units/acre) to R-17 (Residential at 17 units/acre)	Recommended approval	Quasi-Judicial

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

JS:ss

ANNOUNCEMENTS

Memo to Council

DATE: April 6, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 17th Council Meeting:

JIM ELDER

LAKE CITY DEVELOPMENT CORP. BOARD

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Tony Berns, LCDC Executive Director

Memo to Council

DATE: April 10, 2007

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the April 17th Council Meeting:

MELINDA GEORGE

PLANNING COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
John Stamos, Planning Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

April 9, 2007

4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

A.J. "Al" Hassell, III – acting Chairman
Ron Edinger

COMMITTEE MEMBER ABSENT

Deanna Goodlander, Chairman

STAFF PRESENT

Mike Gridley, City Attorney
Renata McLeod, Project Coordinator
Wendy Gabriel, City Administrator
Pam MacDonald, Human Resources Director
Steve Anthony, Recreation Director
Tom Greif, Deputy Fire Chief

**Item 1. IAFF Local No. 1494 Agreement/Amended to Open Residency Requirement.
(Consent Resolution No. 07-032)**

Renata McLeod is requesting approval of an amendment to the existing contract with IAFF Local 1494, Article XXVI, entitled "Residency," to provide open residency. Renata explained that the current IAFF Local 1494 agreement was adopted the 25th day of September, 2003 per Resolution No. 03-087. Since that time the City of Coeur d'Alene adopted an open residency policy pursuant to Personnel Rule III, Section 2 which states: *Certain positions, at the discretion of the City Administrator, may be required to reside within a twenty (20) minute driving response time to the city limits.*

The current agreement with IAFF Local 1494 requires all members to reside within Kootenai County. The proposed amendment would open residency for the Fire Union members, which is the only group that has a restricted residency clause. Their proposed amendment to Article XXVI, entitled Residency is as follows:

~~SECTION 1. — All members of the bargaining unit shall obtain residency in Kootenai County as a condition of completing probation.~~

~~SECTION 2. — It is agreed that all members of the bargaining unit shall, during their off duty hours, monitor their pager units at all times.~~

At the discretion of the City Administrator, or designee, the position of Division Chief may be required to reside within a twenty (20) minute driving response time to the city limits. All other members of Local 1494 have no residency requirements.

Councilman Hassell and Edinger noted, for the record, that they voted against open residency for City employees some years back. However, they will recommend approval of this amendment as it will provide a consistent open residency to all the employees of the City of Coeur d'Alene.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-032 amending the existing contract with IAFF Local 1494, Article XVI, entitled "Residency," to provide open residency.

Item 2. Agreement with Tim Prentice/Interior Art Work for Library.
(Consent Resolution No. 07-032)

Renata McLeod explained that the City Council authorized the interior art selection and staff to negotiate a contract with artist Tim Prentice for interior public art at the new Coeur d'Alene Public Library. The agreement represents the terms negotiated and agreeable to the City and the Artist. The construction and installation of the art piece is \$75,000.000, which will be paid from the Public Art Fund.

Councilman Hassell expressed concern that the City is required to pay a 2/3 of the cost up front. Renata explained that with art projects, the majority of the cost is the supplies.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-032 authorizing an agreement with Tim Prentice for an interior kinetic art sculpture at the new Coeur d' Alene Public Library.

Item 3. Council Bill No. 07-1015/Amending Arts Commission Membership.
(Agenda Item)

Steve Anthony presented an amendment to Municipal Code Section 2.84.020 entitled *Established; Compositions; Terms* to the Arts Commission Ordinance. Steve explained that the Coeur d'Alene Arts Commission was created in 1987 as a nine member board. Two of the seven members could live out of the city limits, but within Kootenai County. The Arts commission is recommending that the commission be expanded from ten members to twelve members. No more than four members may reside outside the city limits, but within Kootenai County. The reasoning is that since the Arts Commission was created, the council has enacted the Percent for Art Ordinance. There have been several pieces added to the collection. The Commission is working with more outside groups and in the future there will be more additions to the city's collection. The amendment will also provide an opportunity for more citizens to serve on the committee. Research of other cities shows that most commissions consist of twelve to fourteen members. The amendment also includes term limits.

MOTION: THE COMMITTEE is recommending the adoption of Council Bill No. 07-1015 as recommended by the Arts Commission and the General Services Committee recommends that this amendment as well as all future amendments to Committees / Commissions and Boards include verbiage that would clarify that student representatives do not count for the purpose of a quorum

The meeting adjourned at 4:15 p.m.

Respectfully submitted, **A.J. "AL" HASSELL, III, acting Chairman**

Juanita Van Cleave, Recording Secretary

GENERAL SERVICES COMMITTEE
STAFF REPORT

DATE: MARCH 27, 2007
FROM: STEVE ANTHONY, ARTS COMMISSION LIAISON
RE: CHANGES IN ARTS COMMISSION ORDINANCE

DECISION POINT:

To authorize changes in the Arts Commission Ordinance as recommended by the City's Arts Commission.

HISTORY:

The Coeur d'Alene Arts Commission was created in 1987 as a nine member board. Two of the seven members could live out of the city limits, but within Kootenai County. The Arts commission is recommending that the commission be expanded from ten members to twelve members. No more than four members may reside outside the city limits, but within Kootenai County. The reasoning is that since the Arts Commission was created. The council has enacted the Percent for Art Ordinance. There have been several pieces added to the collection. The Commission is working with more out side groups and in the future there will be more additions to the city's collection. The change will also give more citizens an opportunity to serve. Our research of other cities shows that most commissions consist of twelve to fourteen members. The new ordinance includes term limits.

FINANCIAL:

The additional members will have no financial impact on the city.

The DECISION POINT/RECOMMENDATION:

To accept the recommendations from the Coeur d'Alene Arts Commission on the proposed changes to the ordinance.

COUNCIL BILL NO. 07-1015
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 2.84.020 TO AMEND THE NUMBER OF MEMBERS OF THE ARTS COMMISSION FROM 10 TO 12, TO ESTABLISH TERM LIMITS FOR THE ARTS COMMISSION AND TO OTHERWISE CLARIFY THE INTENT OF THE SECTION; AMENDING SECTION 2.84.030 TO ADD A QUORUM REQUIREMENT; 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 Arts Commission, 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 2.84.020, is hereby amended to read as follows:*

2.84.020: ESTABLISHED; COMPOSITION; TERMS:

There is established an arts commission in the ~~city~~ City of Coeur d'Alene, which shall consist of ~~ten (10)~~ twelve (12) members who shall receive no salary. ~~Members~~ They shall be appointed by the mayor and confirmed by the city council, and any members ~~may~~, in a like manner, be removed. ~~Two (2) members thereof shall be outside city residents; one additional member may reside outside city limits but must be a resident of Kootenai County~~ No more than four (4) members may reside outside city limits but within Kootenai County and; one member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years. ~~;~~ All the other members shall be chosen from the residents of the city. The term of office of each member shall be for a term of three (3) years or until his successor is appointed and qualified, whose term shall run for the duration of the existing term. ~~except for~~ The term of office for the high school student ~~whose term~~ shall be for one year. No person shall be a member for more than 2 consecutive terms. The terms of office of the members shall be staggered in such a manner so that no more than four members may be up for reappointment or replacement in any given year. the terms of three (3) of those members shall expire at the end of one year, the terms of three (3) of those members shall expire two (2) years later, and the terms of the three (3) remaining of those members shall expire at the end of three (3) years except for the high school student. The mayor shall determine which of the first appointed member's term of office shall expire at the first council meeting in January 1987, and which shall expire at the first council meeting one year and two (2) years thereafter. Thereafter,

~~the term of office for each appointed member shall be three (3) years. Vacancies shall be filled by appointment of the mayor with the consent of the city council.~~

SECTION 2. *That Coeur d'Alene Municipal Code Section 2.84.030, is hereby amended to read as follows:*

2.84.030: OFFICERS; MEETINGS:

After appointment of the first membership and every two (2) years thereafter, following the first commission meeting in January, the commission shall organize by selecting a chairman and such other officers as deemed necessary by the commission. The commission shall meet at such times and places as may be determined by the chairman or by a majority of the members of the commission. A majority of the members of the committee shall be necessary to constitute a quorum at any meeting.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 17th day of April, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Chapter 2.84 entitled ARTS COMMISSION

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 2.84.020 TO AMEND THE NUMBER OF MEMBERS OF THE ARTS COMMISSION FROM 10 TO 12, TO ESTABLISH TERM LIMITS FOR THE ARTS COMMISSION AND TO OTHERWISE CLARIFY THE INTENT OF THE SECTION; AMENDING SECTION 2.84.030 TO ADD A QUORUM REQUIREMENT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Chapter 2.84 entitled Arts Commission, 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 17th day of April, 2007.

Warren J. Wilson, Chief Civil Deputy City Attorney

April 9, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Tom Green, Cd' A Press
Doug Busko, CH2MHILL

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Troy Tymesen, Finance Director
Amy Ferguson, Committee Liaison
Terry Pickel, Deputy Water Supt.
Jon Ingalls, Deputy City Administrator

Item 1 Evaluation of Water Rate Structures

Troy Tymesen, Finance Director, presented a request for approval of the Water Rate Technical Advisory Committee's (TAC) recommendation to implement a new specified block water rate structure. Mr. Tymesen explained that the last update to the water rate fees was done in 1999 and there were no changes made to the residential rates. The last residential rate increase was in 1983. He further explained that the goals for the updated water rate fees were to (1) promote conservation of water resources, and (2) lower costs to rate payers for infrastructure, wells and standpipes. Mr. Tymesen stated that the city currently pumps five times as much water in the summer as in the winter.

Mr. Tymesen presented a Powerpoint slideshow which explained the process involved and highlighted the members of the Technical Advisory Committee, which included representation from city staff, a residential customer, a large-use customer, and representatives from Red Oak Consulting. He further discussed the evaluation criteria, and rate structure alternatives. Mr. Tymesen stated that with a block rate structure, as you use more water it would become more costly, which would not be a penalty, but would be an awareness issue in that the customer would be rewarded for conservative water use. The recommendation of the TAC was that the city implement a new rate structure of specified block thresholds with a lifeline block. The lifeline block would be set equal to the low wastewater residential customer. Mr. Tymesen further stated that the new rate structure would be implemented two years from now, to allow for completion of the meter replacement program. In the meantime, Mr. Tymesen stated that the city would analyze average consumer usage, migrate to a commercial class, review cap fees, and continue to educate citizens regarding water conservation. Councilman Reid requested that Mr. Tymesen continue to keep Council apprised of the progress of the rate analysis and to provide an update to the Public Works Committee every three months.

MOTION: RECOMMEND Council approval of the Technical Advisory Committee's recommendation to implement a new specified block water rate structure two years from now, to allow for completion of meter replacement program.

The meeting adjourned at 4:32 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**Finance Department
Staff Report to Public Works**

Date: April 9, 2007
From: Troy Tymesen, Finance Director
Subject: Water Rate Structure Options

Decision Point:

To approve the Technical Advisor Committees (TAC) recommendation to implement a new specified block water rate structure.

History:

The Water Department is a fee for service enterprise fund that is updating its rate structure. The last update was done in 1999 and there were no changes to the residential rates. The last residential rate increase was in the late 1980's. The goal for the update is to minimize the cost to current rate payers for drilling new wells and building standpipes. A consultant has been contracted to assist with the project. The consultant has coordinated a TAC made up of individuals representing homeowners, the school district and the City.

Financial Analysis:

The TAC reviewed the different features and benefits of six water rate options and used agreed upon evaluation criteria which was individually scored by the representatives in the TAC. The TAC determined that there were two primary reasons driving the rate change: the need to promote conservation and the need to lower the cost to rate payers for infrastructure, wells and standpipes. The Water Department's customers use five times as much water in the summer as they do in the winter. A new well costs approximately \$750,000.00

Quality of Life Analysis:

Water is essential for life and a precious resource. The Water Department is seeking to educate its customers on the benefit of water conservation through education, incentives and a rate structure that recognizes wise usage in the peak summer time.

Decision Point/Recommendation:

To approve the Technical Advisor Committees (TAC) recommendation to implement a new specified block water rate structure.

City of Coeur d'Alene Water Department
Evaluation of Alternative Rate Structures

Presentation to Public Works Committee

April 9, 2007

In association with Red Oak Consulting:

Carol Malesky

Joe Healy

Presented by:

Troy Tymesen

Process

1. Identify preliminary evaluation criteria
2. Form Technical Advisory Committee
3. Refine evaluation criteria
4. Identify rate structure alternatives
5. Refine list of alternatives to five
6. Evaluate refined list of alternatives using final evaluation criteria
7. Present recommendation to Public Works Committee
8. Present recommendation to City Council



Technical Advisory Committee



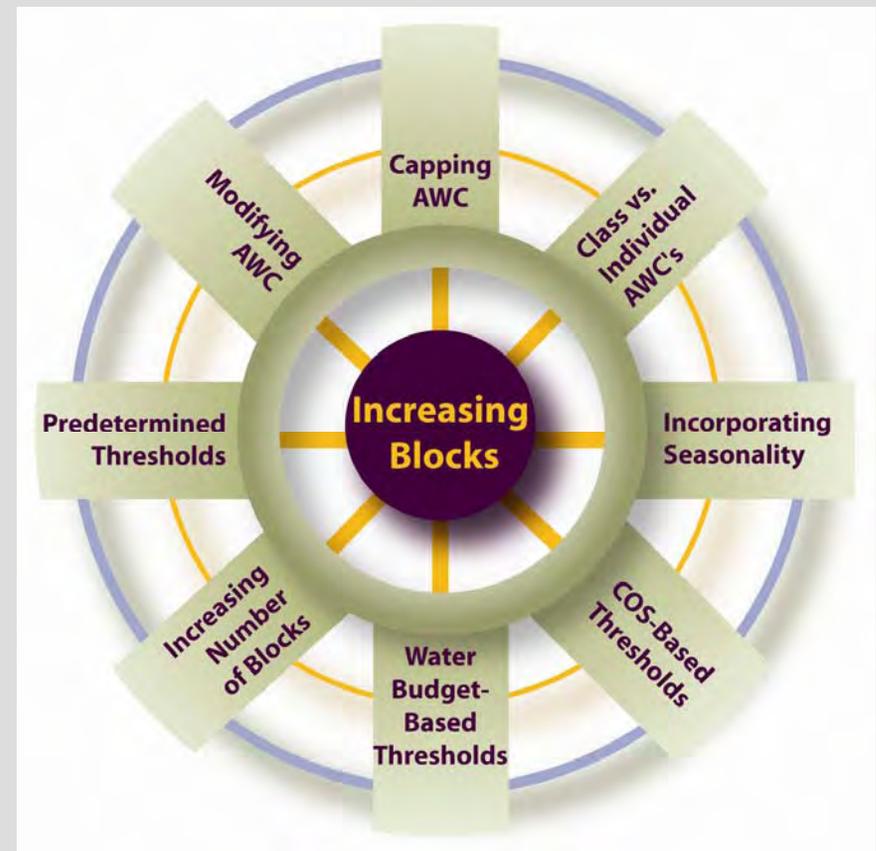
- Jim Markley - Water Superintendent
- Troy Tymesen - Finance Director
- Kim Harrington – Utility Billing Supervisor
- Jon Ingalls - Deputy City Administrator
- Bob Avon - Residential representative
- Bryan Martin - Large-user representative from the school district
- Carol Malesky - Red Oak Project Manager
- Joe Healy - Red Oak Consultant

Evaluation Criteria

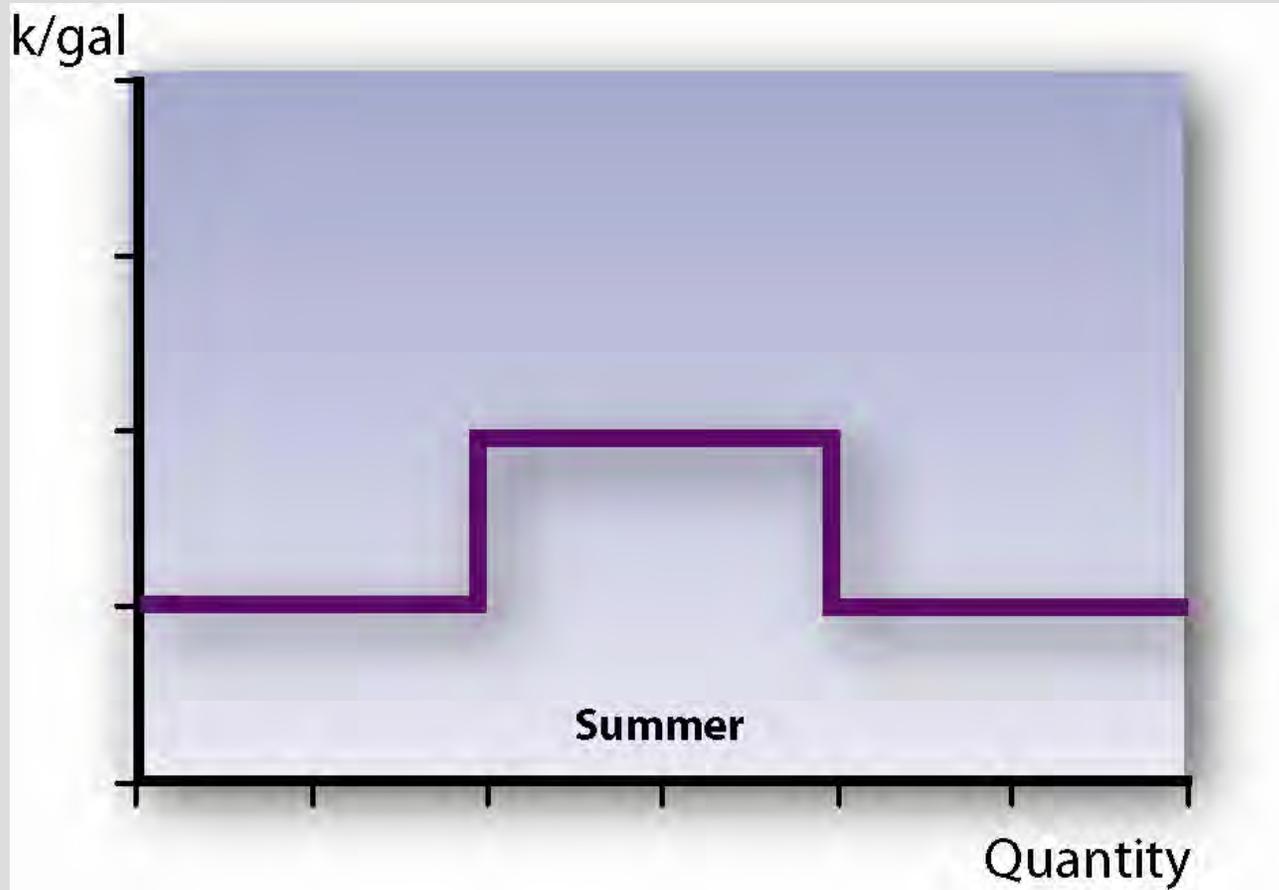
Implementation	Equity	Customer	Conservation	Financial
Administrative Burden	Equity Between Classes	Affordability	Average-Day Savings	Revenue Stability
Public Understanding/ Education	Equity Within Classes	Rate Impact	Peak Savings	Rate Stability/ Predictability
Public Acceptance				

Rate Structure Alternatives

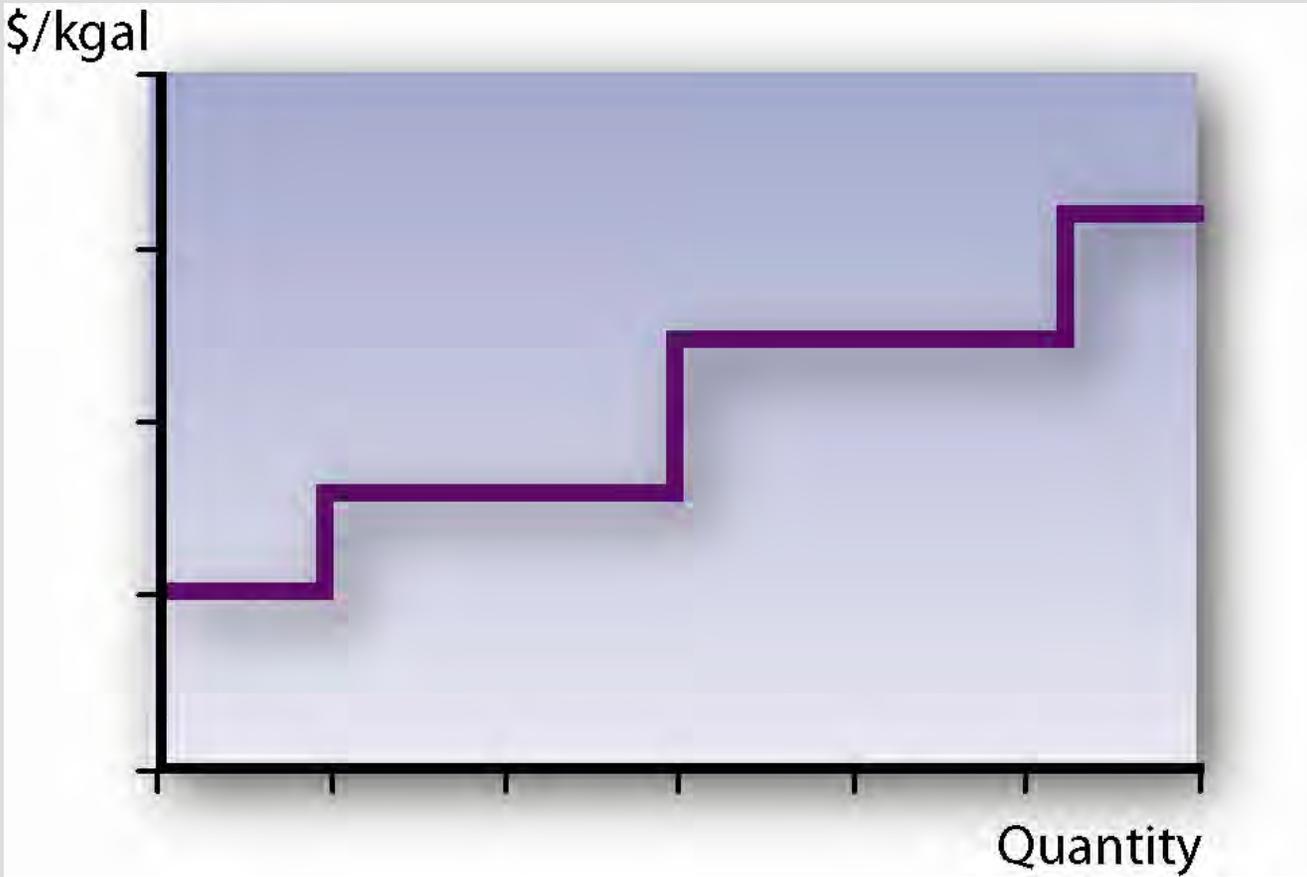
- Status Quo
- Seasonal rate
- Specified block thresholds
- Seasonal excess use – AWC by class/meter size
- Seasonal excess use – Individual AWC
- Lifeline block



Seasonal Rates



Increasing Block Rates



TAC Group Evaluation

Alternatives	Aggregate Average Rating
Status Quo	609
Seasonal Rate	525
Specified block thresholds	514
Seasonal excess use - AWC by class or meter size	438
Seasonal excess use - Individual AWC	457
Lifeline block	503

Recommendation

- Specified block thresholds rate structure with a lifeline block
- Lifeline block set equal to low wastewater residential customer
- New rate structure to be implemented two years from now, to allow for completion of meter replacement program



Thank You

*Presentation to Public Works Committee
April 9, 2007*

COUNCIL BILL NO. 07-1013
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.40.030 TO ALLOW BICYCLES IN A PAVED, RECTANGULAR PORTION OF MEMORIAL PARK ADJACENT TO THE SKATE PARK; 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 public hearing on the hereinafter provided amendments, and after recommendation by the Parks & Recreation Commission, 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 10.40.030, is hereby amended to read as follows:*

10.40.030: BICYCLES AND TOY VEHICLES:

A. Prohibited Acts: It shall be unlawful for any person:

1. To ride or operate or cause to be operated a bicycle on the sidewalk along Sherman Avenue between First Street and Sixth Street. No person shall ride or operate or cause to be operated a bicycle on a sidewalk from the south side of the sidewalk right of way on Lakeside Avenue to the north side of the sidewalk right of way on Front Avenue from First Street to Sixth Street unless to cross such sidewalk into an alleyway, a private drive, or to enter a crosswalk.

2. Bicycles shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles, or other bicycles, or to cause damage to trees, shrubs, other plants, or other property.

3. No person shall ride or operate a skateboard, roller skates, in-line skates, human powered scooter, or other toy vehicle on the streets, highways, or sidewalks in the area set forth in subsection A1 of this section nor shall any person ride or operate a toy or wheeled vehicle except wheelchairs being used to transport physically impaired persons on the bandshell in City park, nor shall skateboards be ridden or operated in Veterans' memorial park or at the Veterans' memorial as the same are described below. Veterans' memorial is located near the southeast corner of the intersection of Third Street and Front Avenue. Veterans' memorial

park is located westerly of the Fourth Street parking lot and southerly of the southwesterly corner of the intersection of Third Street and Front Avenue.

4. Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.

5. A violation of any of the above subsections shall constitute an infraction which shall be punished only by a penalty established by state law, Idaho Code section 49-1503.

- B. Bicycles Prohibited On Tubbs Hill: No person shall drive or operate a bicycle on any portion of Tubbs Hill owned or leased by the city of Coeur d'Alene.
- C. City Park Slab: No person shall ride or operate or cause to be operated a bicycle, skateboard, roller skates, a human powered scooter, or other toy vehicle in violation of section 5.18.080 of this code.
- D. Bicycles Prohibited On Memorial Field Skateboard Park: No person shall drive or operate a bicycle on any portion of "Memorial Field skateboard park" as defined by section 1.29.037 of this code except bicycles shall be allowed on the asphalt slab directly adjacent to the skate park.

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

SECTION 3. 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 4. 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 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 17th day of April, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Section 10.40.030 Bicycles & Toy Vehicles

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.40.030 TO ALLOW BICYCLES IN A PAVED, RECTANGULAR PORTION OF THE MEMEORIAL PARK ADJACENT TO THE SKATE PARK;; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 10.40.030 Bicycles & Toy Vehicles, 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 17th day of April, 2007.

Warren J. Wilson, Deputy City Attorney