



Coeur d'Alene

CITY COUNCIL MEETING

May 1, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD AT LAKE CITY SENIOR CENTER
ON APRIL 12, 2007 AT 4:30 P.M.

The City Council met in Continued Session at the Lake Cit Senior Center on April 12, 2007 at 4:30 p.m. having a quorum upon roll call:

Sandi Bloem, Mayor

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

WELCOME: City Administrator Wendy Gabriel welcomes Mayor, City Council members and city staff to this years annual Strategic Planning Retreat.

2006-2007 GOALS REVIEW: Deputy City Administrator Jon Ingalls reviewed the goals set last year and noted that items that have been completed, partially completed, or being initiated. He went on to provide an overview of all the other accomplishments attained by the City during the past year.

REVIEW OF 2007-2008 RECOMMENDED GOALS: Mr. Ingalls reviewed the proposed goals for fiscal year 2007-2008 which included carry-over goals from the previous year and newly proposed goals.

COUNCIL QUESTIONS AND ANSWERS: The City Council and Mayor then had an opportunity to ask questions or clarification of staff on the proposed goals. The Council then voted on their top, medium and low priorities.

The following page contains the results of the Council votes for Fiscal Year 2007-2008.

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

The meeting adjourned at 7:58 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers CMC, City Clerk

Description - Green Items HIGH PRIORITIES

Continue Increased Overlay Funding \$30,000 or More (Engineering)
FTE (1) – Increase (1) Part Time Administrative Position in Investigations to Full Time, (1) ½ Time Position in Records (Police)
FTE (3) – (2) Additional Police Officers and (1) Civilian Report Writer (Police)
Additional Streets (HEO) Staffing (Streets)
GIS/IT Tech – Implement Citywide GIS Program (Municipal Services/Engineering/Building/Planning/Library, Water, WW)
FTE (1) – In-House Code Enforcement (Police)
Funding – Voice Over IP (Telephone Enhancements (All, For Building Enables Automatic Scheduling) – (Parks/Building)
Funding – Zoning and Subdivision Updates (Planning/P&Z)
FTE (3) – Additional Firefighters (Fire)
FTE (1) – Dedicated Resources to Implement Entitlement City and Affordable Housing Strategies (Administration)
Description – Green Items MEDIUM PRIORITIES
Funding – Construct Brine Solution De-Icer Facility (Streets)
Staff Resources – Waterfront Acquisition (Administration/Legal)
Additional Staff and Resources to Provide Highest Quality Services in New Library (Library)
Effluent Reuse Pilot (Wastewater)
Credit Card Payment and On-Line Reg./Reservation (Parks)
Robust Weed Abatement Program (Streets)
FTE (.5) – Increase Part Time Resources for Recreation (Recreation)
FTE (.5)/Funding – Implementation of MIG Parks Master Plan – Staffing, Equipment, New Parks Development, etc. (Parks)
FTE (2)/Funding – Animal Control Officer/Animal Shelter (Police)
Pursue Fernan Sewer Agreement Negotiations (Legal/Wastewater)
Convert Inline Area of Skate Park for BMX “Trick” and Upgrade Existing Skate Park (Recreation)
Adjudication of Aquifer Water Rights by State (Water)
Become a Class I Rated City (Fire)
Project Management and Inspection for ADA Compliance (Engineering)
Funding – To Cover Anticipated Increases for Joint Use Facilities (Recreation)
Funding – Design of Large Scale Advanced WW Treatment Process (WW)
Funding – Evidence and Property Storage Building for Growth (Police)
Staff Resources – Develop Plan for Acquisition of Old Federal Courthouse
Expand “North Campus”/Land Acquisition (Administration)
Downtown/Midtown Roof Drain/Stormwater Separation (Wastewater)
FTE (1) – Customer Service Representative for Fire Department (Fire)
Explore Improved Tree Care (Urban Forestry Committee)

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 17, 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 17, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

PRESENTATIONS:

PROCLAMATION – “ARBOR DAY WEEK”: Councilman Hassell read the proclamation on behalf of Mayor Bloem declaring the week of April 23rd as Arbor Day Week in the City of Coeur d'Alene. Mike Cooper, student representative of the Urban Forestry Committee, accepted the proclamation.

PROCLAMATION – “WEEK OF THE YOUNG CHILD”: Councilman Kennedy read the proclamation declaring the week of April 22nd at Week of the Young Child in the City. Barbi Harrison, Vice-President of NIAEYC, accepted the proclamation.

PRESENTATION – “DENIAL OF DEPENDENCE”: School Resource Officer Bret Walton introduced Alex Burrell, Paige Armijo, Chris Detherow, Tyler Gunderson and Jasmine Heigel students from Project CDA. Alex Burrell led the presentation which included a power point presentation they had produced regarding effects of drug use in the schools and our community. Councilman Reid commended the students for their work and thanked them for their efforts.

PUBLIC COMMENTS:

KROC CENTER SITE PREPARATION: Larry Spencer, 3711 E. Tobler Road, Hayden, Idaho, commented on the City using \$3,000,000 to fill the Kroc Center site. He noted that he reviewed the contract and believes that it is not a good contract in that the soil is unsuitable. He noted that the future City Park site where the dirt is being moved from will need to be filled before it could be developed into a park. He believes that this is money wasted and would like the City Council to retain an independent counsel to

investigate the discrepancies with this project. He noted that if the Council does not resolve this issue the taxpayers will take action this fall. Councilman Edinger read a letter from Steve Walker, Project Administrator of the Salvation Army at the Kroc Center, who commended the financial stewardship for this Center. The letter went on to note that free structural fill from the airport was 90,000 cubic yards of rocks and boulders that had been stripped of topsoil and could not be used unless it was crushed. This material would have cost \$9.00/cubic yard to crush and haul to the site. The letter also commented on the various options available for filling the Kroc site and it was determined that the most efficient and effective option was the process as selected. Councilman Edinger noted that this facility will help our students and children in our community as well as adults and senior citizens. He recommended all citizens to diligently look at the true facts in light of some false statements that have been circulating the community. Mayor Bloem highly recommended that Mr. Spencer talk with Major Chamness from the Salvation Army to discuss the facts before making any further allegations.

FREESTYLE BMX PARK: Gerald Dale, 2722 W. Poleline, Post Falls, representing the N.I. Freestyle BMX Association, thanked the City for everything that has been done in getting their BMX Freestyle Park going.

PIT BULLS: Vickie Pennington, 4-H Dog Training program owner, presented a petition against the proposed pit bull ban. She presented several articles cautioning against banning specific breeds of dogs. She suggested that additional animal control officers be hired by the City to help control animals. Mayor Bloem noted that an ordinance banning certain breeds was not requested by the Council but rather they referred this issue to staff for review. Councilman Kennedy asked if Vickie has any sample regulations that are effective in controlling dangerous animals. Kat Peterson also voiced her opposition of a dog breed ban in the City. Sharlee Barr, Priest River, also spoke in opposition of banning pit bulls in the City.

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

1. Approval of minutes for March 28, April 3, 5, 2007.
2. Setting of the Public Works Committee and General Services Committee meetings for April 23, 2007 at 4:00 p.m.
3. RESOLUTION 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.

4. Approval of bills as submitted and on file in the City Clerk's Office.
5. Approval of Outdoor Eating Facility Encroachment Permit for: Cricket's Downtown Bar and Grill; Syringa Japanese Café & Sushi Bar; The Pita Pit; San Francisco Sourdough Eatery; and, Java on Sherman.
6. Approval of a new beer/wine license for Cena Coeur d'Alene, Inc. at 182 Neider Ave.
7. Approval of Cemetery Lot Repurchase from Sara Jo Delaney
8. Approval of Cemetery Lot Transfer from Cyrus Bittleston to Creta Saxton Reilly and Cemetery Lot Transfer from Clifford and Sally Fender to Clifford Fender.
9. Approval of Tree Removal from the City Cemetery.
10. Setting of Public Hearing: ZC-4-07 – Zone Change at 3313 N. 4th for May 15, 2007

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN REID : Councilman Reid introduced Boy Scout Troop 296 from Hayden who had been in attendance at tonight's meeting.

MAYOR BLOEM: Mayor Bloem announced the several public workshops will be held for the proposed Comprehensive Plan. On April 23rd at the Christ the King Lutheran Church on Pennsylvania Ave from 6:30 p.m. to 8:30 p.m. and then on April 26th at Lake City High School again from 6:30 p.m. to 8:30 p.m.

ORDINANCE NO. 3291
COUNCIL BILL NO. 07-1015

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.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 07-1015.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 07-1015 by its having had one reading by title only.

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

EVALUATION OF WATER RATE STRUCTURES: Motion by Reid, seconded by Kennedy to approve the Technical Advisory Committee's recommendation to implement a new specified block water rate structure two years from now, to allow for completion of the meter replacement program. Motion carried.

ORDINANCE NO. 3292
COUNCIL BILL NO. 07-1013

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.

Motion by McEvers, seconded by Hassell to pass the first reading of Council Bill No. 07-1013.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1013 by its having had one reading by title only.

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

EXECUTIVE SESSION: Motion by Reid, seconded by Hassell to enter into Executive Session as provided by I.C. 67-2345 Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property; and, Subsection F: to consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The session began at 7:20 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, Fire Chief and Deputy City Attorney.

Matters discussed were those of labor negotiations and pending litigation. No action was taken and the meeting reconvened into the regular at 8:21 p.m.

DOUGLASS CLAIM: Motion by Goodlander, seconded by Kennedy to take no action on the Douglass claim. Motion carried.

TOURMEY CLAIM: Motion by Kennedy, seconded by McEvers to deny the Tourmey claim. Motion carried.

ADJOURNMENT: Motion by Edinger, seconded by McEvers that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 8:22 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING BID AWARD AND APPROVAL OF A CONTRACT WITH PLANNED AND ENGINEERED CONSTRUCTION (PEC) FOR THE CURED FOR THE CURED IN PLACE PIPE PROJECT FOR WASTEWATER LINES; APPROVAL OF AN AMENDMENT TO NORTH AMERICA SPORTS, INC. AGREEMENT CHANGING THE BIKE ROUTE FOR THE 2007 COEUR D' ALENE FOR IRONMAN RACE; APPROVAL FOR DECLARATION OF CITY SURPLUS PROPERTY; APPROVAL OF AN AUCTIONEER SERVICES AGREEMENT WITH MR. AUCTION FOR THE CITY'S ANNUAL SURPLUS AUCTION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR CRIMINAL PROSECUTION SERVICES.

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 Planned and Engineered construction (PEC) for the Cured In Place Pipe Project for Wastewater Lines;
- 2) Approval of an Amendment to North America Sports, Inc. Agreement changing the Bike Route for the 2007 Coeur d' Alene For Ironman Race;
- 3) Approval for Declaration of City Surplus Property;
- 4) Approval of an Auctioneer Services Agreement with Mr. Auction for the City's annual surplus auction;
- 5) Approval of a Professional Services Agreement for Criminal Prosecution Services;

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 1st day of May, 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 _____.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: May 1, 2007
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: April 17, 2007 Bid Results of CIPP Project.

=====

DECISION POINT:

The Council may wish to accept and award a contract to the Base Bid low bidder for the 2007 Wastewater Cast in Place Pipe (CIPP) Rehabilitation Project bid April 17, 2007 at 10:00 AM.

HISTORY:

This project was advertised in the Coeur d'Alene Press March 30, 2007 and April 6, 2007 requesting bids; Base Bid for approximately 5,389 lineal feet of 8 inch and 12 inch sanitary sewer pipe and Additive Alternate No. 1 for approximately 1,280 lineal feet of 8 inch.

FINANCIAL ANALYSIS:

CIPP Rehabilitation Base Bid and Additive Alternate No. 1 low bidder is Planned and Engineered Construction (PEC); Base Bid \$137539.50 and Additive Alternate No. 1 for \$32,540.00 for a total of \$176,664.00

JUB estimate of probable cost for the Base Bid & Additive Alternate No. 1 was \$244,413.00.

PERFORMANCE ANALYSIS:

The Wastewater Utility Sewer Rehabilitation current available Budget for physical year 2006/2007 is \$550,000.00.

RECOMMENDATION:

Award Base Bid CIPP Contract to Planned and Engineered Construction (PEC) for \$137539.50.

The Council may wish to award, at a later date, the Additive Alternate No. 1 low bidder; Planned and Engineered Construction (PEC) for \$32,540.00.

CONTRACT

THIS CONTRACT, made and entered into this 1st day of May, 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 "CITY", and PLANNED AND ENGINEERED CONSTRUCTION, INC. (PEC), a corporation duly organized and existing under and by virtue of the laws of the state of Montana, with its principal place of business at 3400 Centennial Drive, Helena, MT 59601, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for 2007 Wastewater Projects - CIPP Rehabilitation in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the 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 make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor 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 Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents. The CONTRACTOR shall indemnify, defend, and hold the CITY harmless from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates 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 CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of **One Hundred Thirty Seven Thousand Five Hundred Thirty Nine Dollars and .50/100's (\$137,539.50)**, as provided in the Unit Price Schedule. 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 Finance Director.

The CONTRACTOR shall complete all work and be ready for final acceptance by **September 30, 2007, or within seventy five (75) calendar days** of the commencement date given in the Notice to Proceed issued by the CITY, whichever occurs first.

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 moneys due, liquidated damages at the rate of **\$250.00** 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 thereunder 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 each in the amount of one hundred percent (100%) of the total amount of the bid as herein before 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 "Standard General Conditions of the Construction Contract" ISPWC Division 100.

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:

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

CONTRACTOR:

By: _____

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of May, 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 _____
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

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

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

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

FORD IRONMAN USA COEUR D'ALENE EVENT AGREEMENT ADDENDUM

THIS ADDENDUM made as of this 1st day of May, 2007, between **NORTH AMERICA SPORTS INC. ("NA Sports")** a corporation incorporated pursuant to the laws of the State of Delaware, a successor corporation to Ironman North America Triathlon Inc., with its office located at 4999 Pearl East Circle, Suite 301, Boulder, Colorado, 80301 (hereinafter referred to as "NA Sports"), party of the first part, and **CITY OF COEUR D'ALENE**, a body corporate and politic of the State of Idaho, with its office located at 710 Mullan Street, Coeur d'Alene, ID, 83814, (hereinafter referred to as "City"), and **COEUR D'ALENE CHAMBER OF COMMERCE**, with its office located at P.O. Box 850, 1621 N. 3rd Street, Coeur d'Alene, ID, 83814, (hereinafter referred to as "Chamber") (said entities collectively referred to as "Promoters"), parties of the second part.

WHEREAS, NA Sports wishes to change the route of the event in and around Coeur d'Alene, Idaho on June 24, 2007, and

WHEREAS, the Promoters have agreed to the changes incorporated herein as Appendix 2 and Appendix 3 and referenced as such in the original agreement dated the 1st day of April, 2003.

NOW, THEREFORE, the parties agree to the changes as shown:

CITY OF COEUR D'ALENE

COEUR D'ALENE CHAMBER OF COMMERCE

By: _____
Sandi Bloem, Mayor

By: _____
Jonathan Coe, President

ATTEST:

NORTH AMERICA SPORTS, INC.

By: _____
Susan K. Weathers, City Clerk

By: _____
Graham Frasier

APPENDIX 2

IRONMAN USA COEUR d' ALENE BIKE COURSE TRAFFIC CONTROL PLAN

The Bike Course of the Ironman USA Coeur d'Alene Triathlon is two loops of the following course and totals 112 miles long, and will take place on Cities of Coeur d'Alene, Dalton Gardens, Hayden, Hayden Lakes and Kootenai County roads. The primary concern of the event organizers is to ensure the safety of the participants. All roads and lanes used by bicyclists must remain as free as possible of all non-official vehicles.

The following plan will describe the course and include a timeline of usage.

The course is as follows:

Exit transition turning Right onto Mullan Rd.

Turn Right on Northwest Blvd.

Turn Left on Lakeside Ave

Turn Right on 8th St.

Turn Left on Sherman Ave.

Turn Right on 11th St.

Turn Left on Mullan Ave.

Turn Right on 23rd St.

Turn Left on Ashton Ave

Turn Right on Coeur d'Alene Lake Dr.

Turn Around at the Higgins point cul de sac.

Turn Left on Mullan Ave

Turn Right on 11th St

Turn Left on Sherman Ave

Turn Right on 8th St

Turn Left on Lakeside Ave

Turn Right on Northwest Blvd

Turn Right on Government Way

Turn Right on Kathleen Ave

Turn Left on 4th St

Appendix 2 (continued)

4th merges with Honeysuckle Ave
Turn Left on Strahorn Dr
Turn Right on Hayden Ave
Turn Left on Lakeview Dr
Turn Right on Rimrock Rd
Turn Left on English Pt Rd
Turn Right on Lancaster Ave
Turn Left on Hayden Lake Dr
Turn Left on Dodd Rd
Turn Right on Rimrock Rd
Turn Left on Ohio Match Rd
Turn around at Homestead Loop
Turn Right on Rimrock Rd
Turn Right on Garwood Rd
Turn Left on Hudlow Rd
Turn Right on Rimrock Rd
Turn Right on Lancaster Rd
Turn Left on Government Way
Turn Left on Lacey Ave
Turn Right on Maple St
Turn Left on Honeysuckle Ave
Turn Right on 4th St
Turn Right on Kathleen Ave
Turn Left on Government Way
Turn Right on Northwest Blvd.
Turn Around N/of Hwy 95
Repeat Loop
After second loop, turn Right on Mullan Ave
Finish at City Park Transition Area

**BIKE TIMELINE
(ALL TIMES APPROXIMATE)**

LOCATION	FIRST RIDER FIRST/SECOND LOOP	LAST RIDER FIRST/SECOND LOOP
Start at City Park/2 nd Loop	0748/1010	0930/1330
Turnaround on Lake Dr.	0805/1027	0958/1358
Northwest Blvd.	0824/1045	1030/1430
4th St & Prairie Ave	0839/1100	1050/1450
Ohio Match Rd Turnaround	0920/1142	1156/1606
Lancaster Rd & Govt. Way	0942/1203	1245/1645
Finish Bike Portion	1230	1730

APPENDIX 3

IRONMAN USA COEUR d' ALENE RUN COURSE TRAFFIC CONTROL PLAN

The run course of the Ironman USA Coeur d'Alene Triathlon is two loops and covers 26.2 miles, and will take place on the roads of Coeur d'Alene. The primary concern of the event organizers is to ensure the safety of the participants, while providing alternate traffic routes for residents and the motoring public. All roads used by the runners must remain free of all non-official vehicles. (May not be able to keep the road to Higgins Point clear of all non-official traffic. This road is the only entrance and exit for the citizens who live out there)

The following plan will describe the course and include a timeline of usage.

The course is as follows:

Exit Transition, to Dike Road Path
Merge onto W. Lakeshore Dr.
Turn around approximately .6 mile down W.Rosenberry Dr.
Return on Dike Road Path to Transition Area
Cross Northwest Blvd go east on Lakeside Dr.
Turn Right on 7th St.
Turn Left on Front Ave.
Turn Right on 8th St.
Turn Left on Pine Ave.
Turn Right on 10th St.
Turn Left on Mountain
Turn Right back onto 10th St.
Turn Left on E. Lakeshore Dr.
Turn Left on 15th St.
Turn Left on Ash St.
Turn Right on 14th St.
Turn Right on Lost Ave.
Turn Left on 17th St.

Appendix 3 (continued)

Turn Right on Young Ave.
Turn Left on 19th St.
Turn Right on Mullan Ave.
Turn Right on 23rd St.
Turn Left on Ashton Rd.
Turn Right on Centennial Trail (parallels Coeur d'Alene Lake Dr.)
Turn around approximately 3 miles down Centennial Trail
Turn Left on Ashton Rd.
Turn Right on 23rd St.
Turn Left on Mullan Ave.
Turn Left on 19th St.
Turn Right on Young Ave.
Turn Left on 17th St.
Turn Right on Lost Ave.
Turn Left on 14th St.
Turn Left on Ash Ave.
Turn Right on 15th St.
Turn Right on E. Lakeshore Dr.
Turn Right on 10th St.
Turn Left on Mountain Ave.
Turn Right back on to 10th St.
Turn Left on Pine Ave
Turn Right on 8th St.
Turn Left on Front Ave.
Turn Right on 7th St.
Turn Left on Lakeside Ave – Enter Park (at end of first loop only)
Repeat for second loop
At end of second loop, Turn Left on Sherman Ave from 7th St
Continue on Sherman Ave to Finish Line between 2nd and 1st Streets.

RUN TIMELINE (ALL TIMES APPROXIMATE)

LOCATION	FIRST RUNNER FIRST/SECOND LOOP	LAST RUNNER FIRST/SECOND LOOP
City Park- Start 1 st & 2 nd loops	1245/1430	1730/2015
Turn Around CdA Lake Dr.	1330/1500	1845/2100
Turnaround W. Lakeshore	1420/1535	2030/2345
Finish	1545	2400

STAFF REPORT

DATE: April 24, 2007
FROM: Troy Tymesen, Finance Director
SUBJECT: Declaration of Surplus

DECISION POINT:

The Council is requested to approve Exhibit “A”, which is the list of surplus items for this year’s surplus auction. Further, Council is also requested to approve Exhibit “B”, which is a list of surplus items from the Library that will not be available for auction or sale until after the opening of the new Library.

HISTORY:

Annually, the City liquidates underutilized and seized assets. Conducting a public sale, as per state code, completes the process. The City/County Surplus Auction is scheduled to be at the Kootenai County Fairgrounds on Saturday, May 12th. The auction will be conducted by Mr. Auction.

FINANCIAL ANALYSIS:

The budgeted revenue for the surplus auction is \$18,000.00 in this fiscal year. The auction generated \$19,829.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale.

PERFORMANCE ANALYSIS:

The items listed as surplus for the auction are no longer required by staff or have been seized by law enforcement. The public is then invited to acquire those items through a public sale. The library surplus items will no longer be required by staff after the opening of the new Library. The Legal Department has indicated that these items should be declared surplus at this time and then retained for auction or sale when appropriate coinciding with the opening of the new Library.

QUALITY OF LIFE ANALYSIS:

A professional auctioneer, Mr. Auction, will provide auctioneer services. If the items are sold at auction, the City will no longer have to store unused items. Further, declaring the library items surplus at this time will allow the library to retain usage of the items until the new library opens, at which time they will be able to dispose of the property in an expeditious manner.

DECISION POINT:

The Council is requested to approve the attached list of surplus items for this year's surplus auction, and the list of library surplus to be retained until the opening of the new library, at which time they will be auctioned or sold.

SURPLUS AUCTION 2007
EXHIBIT "A"

Quantity	Item Description	Notes	Dept.	Contact
1	Nikon CoolPix800 Digital Cameri, in Blue Lowepro case	Comes with cable, Kodak battery charger, and 8MB Nikon CompactFlash card	Admin	Renata
1	Nikon TC-E2 Tele Converter, in box		Admin	Renata
1 box	HighMark 3.5" diskettes, pkg of 10, unopened		Admin	Renata
2	Unopened packages of crepe paper (red & white, and red & green)		Admin	Renata
1	pkg of Ticonderoga Executive Gold Refill Erasers		Admin	Renata
1	Jabra earphone (unknown)		Admin	Renata
1	1993 Chevrolet Lumina 3.1 Liter engine, Vin 2G1WL64T9P182373 (bldg352)	128,569 MILES	Building	Dennis Desmarais
1	1997 Ford Crown Victoria 4.6 liter engine, VIN 2FALP71W8VX115062 (bldg353)	107,230 Miles	Building	Dennis Desmarais
1	1994 Ford Taurus 3.8 Liter engine, VIN 1FALP5244RA259187 (eng306)	83,965 miles	Engineering	Dennis Desmarais
1	Clawfoot bathtub		Fire	John Morrison
5	twin bed frames		Fire	John Morrison
1	Toilet		Fire	John Morrison
3	Nightstands		Fire	John Morrison
2	Recliners		Fire	John Morrison
1	Large Bookcase		Fire	John Morrison
1 set	Kitchen cabinets		Fire	John Morrison
2	Desks		Fire	John Morrison
3	Desk lamps		Fire	John Morrison
2	Twin mattresses and box springs		Fire	John Morrison
1	Kitchen table		Fire	John Morrison
3	Refrigerators		Fire	John Morrison
1	Cardscan Executive Business Card Reader		IT	Amy Ferguson
1	Celeron 1.6	bare bones computer	IT	Kirk Johnson
1	Bare bones computer		IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	VIA KM266-8233	bare bones computer	IT	Kirk Johnson
1	ECS K7VMM	bare bones computer	IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	Intel P4	bare bones computer	IT	Kirk Johnson

SURPLUS AUCTION 2007
EXHIBIT "A"

Quantity	Item Description	Notes	Dept.	Contact
1	Barebone Case		IT	Kirk Johnson
1	Celeron 1.6	bare bones computer	IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	Empty Computer Case		IT	Kirk Johnson
1	Empty Computer Case		IT	Kirk Johnson
1	Empty Computer Case		IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	Athlon 1800+	bare bones computer	IT	Kirk Johnson
1	Athlon 1800+	bare bones computer	IT	Kirk Johnson
1	P4	bare bones computer	IT	Kirk Johnson
1	Athlon 1800+	bare bones computer	IT	Kirk Johnson
1	Athlon 1800+	bare bones computer	IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	ECS K7VMM	bare bones computer	IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1	ECS K7VMM	bare bones computer	IT	Kirk Johnson
1	VIA KM266	bare bones computer	IT	Kirk Johnson
1	ECS K7VMM	bare bones computer	IT	Kirk Johnson
1	7VKMP	bare bones computer	IT	Kirk Johnson
1		bare bones computer	IT	Kirk Johnson
1	AMS COMPUTER	bare bones computer	IT	Kirk Johnson
1	AMS COMPUTER	bare bones computer	IT	Kirk Johnson
1	Empty Computer Case		IT	Kirk Johnson
1	Fire Server P4/CD/Tape/Floppy		IT	Kirk Johnson
1	HP Vectra VL 420DT		IT	Kirk Johnson
1	HP Laserjet 1100		IT	Kirk Johnson
1	KDS VS-7	SN 692184191	IT	Kirk Johnson
1	KDS Monitor	SN 712191243	IT	Kirk Johnson
1	KDS VS-7	SN 692137563	IT	Kirk Johnson
1	KDS VS-7	SN 892208144	IT	Kirk Johnson
1	AOC 17" CRT	SN C3PN3AD753185	IT	Kirk Johnson
1	Viento Viento	SN FLZLOA9034941U	IT	Kirk Johnson
1	Viento Viento	SN FLZLOA903940U	IT	Kirk Johnson
1	AOC 17" CRT	SN 7142DF007400	IT	Kirk Johnson

SURPLUS AUCTION 2007
EXHIBIT "A"

Quantity	Item Description	Notes	Dept.	Contact
1	KDS Monitor	SN 781067614	IT	Kirk Johnson
1	KDS Monitor	SN 1745BAB09094454	IT	Kirk Johnson
1	KDS Monitor	SN 1745BAB08044512	IT	Kirk Johnson
1	KDS Monitor	SN 1745BAB10050899	IT	Kirk Johnson
1	Hewlett-Packard Co. HP LASERJET 1100	SN JPB019926	IT	Kirk Johnson
1	17" Multiscan CRT	SN 1745AAB17093738	IT	Kirk Johnson
1	17" KDS Monitor		IT	Kirk Johnson
1	17" KDS Monitor	SN WZQD0320038326	IT	Kirk Johnson
1	17" KDS Monitor	SN 781067624	IT	Kirk Johnson
1	17" KDS Monitor		IT	Kirk Johnson
1	17" KDS MONITOR	SN 782197145	IT	Kirk Johnson
1	OFFICEJET 500	SN SG7BJ138144	IT	Kirk Johnson
1	17" KDS MONITOR	SN 781067616	IT	Kirk Johnson
1	17" KDS MONITOR	SN 692184185	IT	Kirk Johnson
1	17" GENERIC CRT	SN 40A260-624-2B XY	IT	Kirk Johnson
1	17" KDS MONITOR	SN 1745AAA35000219	IT	Kirk Johnson
1	17" VIENTO CRT	SN FLZLDA903798U	IT	Kirk Johnson
1	17" KDS MONITOR	SN 1745AAA40110733	IT	Kirk Johnson
1	17" KDS MONITOR	SN 791216714	IT	Kirk Johnson
1	17" AOC	SN 40A2028-615	IT	Kirk Johnson
1	LASERJET 2100 TN	SN C4172A	IT	Kirk Johnson
20	Misc CD Roms	various speeds	IT	Kirk Johnson
1	TATUNG 17" CRT	SN 5TC914463667	IT	Kirk Johnson
1	TATUNG 17" CRT	SN 5TB916360228	IT	Kirk Johnson
1	TATUNG 17" CRT	SN 5TC915460754	IT	Kirk Johnson
1	15" CRT WITH TOUCH SCR	SN 45503144	IT	Kirk Johnson
1	KDS 17" CRT	SN 692185204	IT	Kirk Johnson
1	KDS 17" CRT	SN 1745AAB21029678	IT	Kirk Johnson
1	GATEWAY 17" CRT	SN KR20582583	IT	Kirk Johnson
1	GATEWAY 17" CRT	SN 8069490	IT	Kirk Johnson
1	GATEWAY 17" CRT	SN P008100211	IT	Kirk Johnson
1	Hewlett-Packard Co. DJ 812C		IT	Kirk Johnson
1	Gateway EV500 15"	SN 15017E255575	IT	Kirk Johnson
1	17" HP PAVILION MX703 CRT	SN THTHB0D367	IT	Kirk Johnson
1	KDS VS-7	SN 7142DF004812	IT	Kirk Johnson

SURPLUS AUCTION 2007
EXHIBIT "A"

Quantity	Item Description	Notes	Dept.	Contact
1	Fold up board table	located in board room	Library	Bette Ammon
1	brown office chair - old	located in children's storage	Library	Bette Ammon
1	Small brown table	located in children's storage	Library	Bette Ammon
1	Clipboard		M.S.	Alison
1	Metal 3-tier desk shelf		M.S.	Alison
1	Carpet mat - rose colored		M.S.	Alison
2	Boxes blue wooden bow decorations		M.S.	Alison
2	Black plastic desk trays		M.S.	Alison
2	3-pocket wall files		M.S.	Alison
3	Plastic file trays		M.S.	Alison
1	HPC9721A Printer Cartridge (Blue)		M.S.	Alison
1	HPC9722A Printer Cartridge (Yellow)		M.S.	Alison
1	1990 Ford Flatbed Truck, VIN #2FDLF47G6LCA97543	Unit 811	Parks	Jackie Carbone
1	1981 Ford Dump Truck, VIN#1FDPF70K3BVJ32255	Unit 812	Parks	Jackie Carbone
1	Ransom Mower, VIN#XRH41074	Unit 860D	Parks	Jackie Carbone
1	Ace 12 HP riding mower with 38" cutting deck. Model #130-452F033		Parks?	Dennis Desmarais
1	Copier, Panasonic, Model FPD350, Serial CABNH315034, Component: model FAA888, Serial No. CAWMB312354	Large office type with paper feeder. Warranty void. Multiple service calls.	Police	Kristie Kiley
1	Canon Fax Machine - Brother MFC 8500	Paper feed defective	Police	Connie Carter
1	Cash Register - TEC MA-1400A100/600		Police	Connie Carter
7	IBM Selectric Typewriter	Font balls	Police	Nancy Cota
12 boxes	Assorted staples		Police	Nancy Cota
1	1999 Ford Crown Victoria, 4.6 liter engine, VIN 2FAFP71W2XX177071, (pol677)	118,765 Miles	Police	Dennis Desmarais
1	1995 Ford Crown Victoria 4.6 liter engine, VIN 2FALP71WOSX177095 (rec501)	98,000 Miles	Recreation	Dennis Desmarais
1	Koehring Plate Compactor, Model P-2000, Spec #310G1B SN 4014016, 4 HP Kohler engine		Streets	Dennis Desmarais
1	Sears 3500 watt A/C generator, Mod 580321880, SN 0436324, 8 HP Craftsman engine		Streets	Dennis Desmarais
1	50 Gallon diesel slip tank. No identification numbers and no pump		Streets	Dennis Desmarais

SURPLUS AUCTION 2007
EXHIBIT "A"

Quantity	Item Description	Notes	Dept.	Contact
1	1971 Sullair 150 CFM diesel powered trailer air compressor, Model 150DP, SN 150-4306, 172 CI Ford diesel engine.		Streets	Dennis Desmarais
1	1975 Ford 7500 Tractor loader backhoe, SN C427262	5905 Hours	Streets	Dennis Desmarais
1	Devilbiss Shop Air Compressor, Type VAC5204, Number 192603.	Compressor seized.	Streets	Dennis Desmarais
1	Kelley jumping jack plate compactor. 2 cycle engine	No model or serial number	Streets	Dennis Desmarais
	Miscellaneous office desks and chairs		Streets	Dennis Desmarais
3	Pickup truck cross-over tool boxes		Streets	Dennis Desmarais
1	1996 Crown Victoria Car, 4-door, VIN #2FALP71W6TX125830	Mileage: 89085	WW	Sid F.
2	Chemcon Metering Pumps, Model 21H1-H33Z-6132	Old Alum Pumps	WW	Sid F.
1	Reznor Packaged Duct Furnace Mode HRGB125-8-S-2-H/Serial No. EAX166H5N20441 (Sept. 1988)		WW	Sid F.
1	Landa Hot Water Pressure Washer, Model PGHW4-2000/Serial No. PO-5904-662		WW	Sid F.
2	Chemcon Metering Pumps, Model 21H1-E23Z-4132	Old Caustic Pumps	WW	Sid F.
6	Square D Electrical Boxes	Assorted Sizes	WW	Sid F.

LIBRARY SURPLUS 2007
Exhibit "B"

Quantity	Item Description	Notes	Dept.	Contact
1	Computer table - particle board	Bette's office	Library	Bette Ammon
1	Book case - particle board	Bette's office	Library	Bette Ammon
1	Wooden desk	Nelson (Russ)	Library	Bette Ammon
2	Purple tables	Nelson	Library	Bette Ammon
1	Office Chair	Nelson	Library	Bette Ammon
2	Office chairs	Circ desk	Library	Bette Ammon
1	Computer table	Nelson	Library	Bette Ammon
2	Oak index tables	Upstairs	Library	Bette Ammon
9	oak periodical cases (cabinets below)	Upstairs	Library	Bette Ammon
1	Small black metal desk	Upstairs	Library	Bette Ammon
2	Oak record bins	Upstairs	Library	Bette Ammon
1	Oak table with glass top	Upstairs	Library	Bette Ammon
1	Tall display stand	Upstairs	Library	Bette Ammon
8	Purple tables	Upstairs	Library	Bette Ammon
2	Oak study tables	Upstairs	Library	Bette Ammon
1	Two-teir rolling table	Reference	Library	Bette Ammon
2	Turning media shelving units	Upstairs	Library	Bette Ammon
1	Black metal case	Upstairs	Library	Bette Ammon
1	Black metal desk - double drawers	D & S area	Library	Bette Ammon
1	Computer stand	D & S area	Library	Bette Ammon
1	White table	D & S area	Library	Bette Ammon
1	Oak table and hutch	D & S area	Library	Bette Ammon
3	Pine bookshelves	D & S area	Library	Bette Ammon
1	Grey office chair	D & S area	Library	Bette Ammon
1	Black office chair	D & S area	Library	Bette Ammon
2	Tall purple tables	Upstairs	Library	Bette Ammon
7	Computer tables	Internet stations	Library	Bette Ammon
4	white particle board shelving units	Near board room	Library	Bette Ammon
1	Oak storage case	Periodical room	Library	Bette Ammon
1	White particle board cabinet	Board room	Library	Bette Ammon
2	Small black metal desks - 1 drawer	Board room	Library	Bette Ammon
2	grey office chairs	Board room	Library	Bette Ammon
1	office chair	Board room	Library	Bette Ammon
1	Glass front display case	Board room	Library	Bette Ammon
2	White particle board shelving	Booksale shelves	Library	Bette Ammon

LIBRARY SURPLUS 2007
Exhibit "B"

Quantity	Item Description	Notes	Dept.	Contact
1	Double pine bookcase	Processing	Library	Bette Ammon
1	Pine table	Processing	Library	Bette Ammon
1	Display case - walnut	Entry way	Library	Bette Ammon
1	Bookdrop	Entry way	Library	Bette Ammon
1	Pamphlet case, bins	Entry	Library	Bette Ammon
1	Metal magazine stand	Children's	Library	Bette Ammon
1	Black metal desk - double drawer	Children's	Library	Bette Ammon
2	Office chairs	Children's	Library	Bette Ammon
3	Computer tables	Children's	Library	Bette Ammon
4	Small white particle board bookcases (1 tall, 3 short)	Children's	Library	Bette Ammon
4	Large white particle board bookcases	Children's	Library	Bette Ammon
4	Tan particle board bookcases	Children's	Library	Bette Ammon
4	Purple chairs	Children's	Library	Bette Ammon
	Various chairs	Children's	Library	Bette Ammon
50	Purple plastic stacking chairs	Upstairs	Library	Bette Ammon
5 units	Double face shelving - 12' wide by 60" tall	Children's	Library	Bette Ammon
1	Westinghouse White Refrigerator	Staff room	Library	Bette Ammon
1	Fold up lectern	Board room	Library	Bette Ammon

STAFF REPORT

DATE: April 24, 2007
FROM: Troy Tymesen, Finance Director
SUBJECT: Surplus Auction

DECISION POINT:

The Council is requested to approve the contract with MR Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 12, 2007.

HISTORY:

Annually, the City liquidates underutilized and seized assets. Conducting a public sale completes the process. The City/County Surplus Auction is scheduled to be at the Kootenai County Fairgrounds on Saturday, May 12th. The auction will be conducted by MR Auction.

FINANCIAL ANALYSIS:

The budgeted revenue for the surplus auction is \$18,000.00 in this fiscal year. The auction generated \$19,829.00 last fiscal year. The costs are shared with the County and School Districts and deducted from our gross revenues. The auctioneer will be retaining 20% of the gross proceeds of the sale.

PERFORMANCE ANALYSIS:

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

QUALITY OF LIFE ANALYSIS:

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

DECISION POINT:

The Council is requested to approve the contract with MR Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 12, 2007.

AUCTION SALE AGREEMENT

THIS AGREEMENT, made and dated this 1st day of April, 2007 by and between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **Mr. Auction**, a Limited Liability Company, with its principal place of business at 5100 Riverbend Avenue, Suite A, Post Falls, Idaho 83854 hereinafter referred to as the "Auctioneer," and in consideration of several promises herein set forth, and for value received as follows:

1. **Auctioneer** agrees to conduct the City's public auction sale at the time and place stated below.
2.
 - A. **City** hereby retains **Auctioneer** to conduct a surplus equipment auction and agrees to pay him a sum equal to twenty (20) percent of gross proceeds of the sale payable after conclusion of sale.
 - B. A Buyers Premium of ten percent (10%) will be added to the final bid to determine the final contract price. Said Buyer's Premium will be paid to Auction Company on the day of auction and paid for by the bidder/buyer.
 - C. **City** agrees to pay all expense costs, and reasonable costs of any special equipment or supplies required to organize and conduct said auction, from the proceeds thereof.
 - D. **Auctioneer** agrees to pay all advertising costs.
3. Date of Sale: May 12, 2007.
4. Place of Sale: Kootenai County Fairgrounds.
5. Special Arrangements: The **Auctioneer** specifically agrees to indemnify, defend and hold harmless all agencies participating as sellers in the auction for any loss, claim, or action to which it, it's employees, and agents, may be put by reason of any act or omission by the **Auctioneer**, its agents, and employees, except for damages caused by or resulting from the negligence of the agency/seller, their agents or employees.
6. Description of property in general: City, County, or Agency surplus.
7. **City** warrants that all City property to be sold is free and clear of all liens and encumbrances. If not, the **City** will provide **Auctioneer** with lienholder's name and address and the dollar amount required to pay off any unpaid taxes, liens, or other encumbrances on property sold at auction from the proceeds thereof.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said city, and the **Auctioneer** has executed this agreement, the day and year first above written.

CITY OF COEUR D'ALENE

MR. AUCTION

Sandi Bloem, Mayor

By: Randy Wells, CAI

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 1st day of May, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of May, 2007, before me, a Notary Public, personally appeared **Randy Wells**, known to me to be the **CAI** of **Mr. Auction** and whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

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

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

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

**DATE:** April 23, 2007

**FROM:** Wes Somerton – Chief Criminal Deputy City Attorney

**SUBJECT:** Request to approve a legal services contract and authorize Stacia Hagerty to represent the City in the limited capacity as a criminal prosecutor.

=====

**DECISION POINT:**

The City Council is requested to approve a contract for legal services, and authorize Stacia Hagerty, Attorney at Law, to provide limited criminal prosecution services to the City Attorney's Office, during the maternity leave of one of the staff attorneys

**HISTORY:**

The Criminal Division of the City Attorney's Office has four staff attorneys. One attorney will/has leave/left for a three month maternity leave. With only three attorneys there are numerous days each month that the criminal office does not have sufficient staff to cover all the court dockets. Three attorneys can not adequately prepare for criminal trials and cover the assigned court dockets.

**FINANCIAL ANALYSIS:**

The contracted attorney position will receive compensation of \$22.98 per hour, not to exceed 40 hours per week, and the contact length shall not exceed 12 weeks. The compensation is the starting rate for an Assistant City Attorney position. The City Attorney's part-time budget has sufficient funds to provide compensation for this contracted position. By carefully scheduling the time and assignments of the contract attorney it is anticipated that she will not be working more than 3 days per week (providing jury trial cases allow such scheduling).

**PERFORMANCE ANALYSIS:**

This contracted position will be assigned court dockets when the regular FTE attorneys have conflicts or are otherwise not available. Scheduling of workload and dockets occur at least three weeks in advance of the hearings, so that the City Attorney's Office can find the optimum balance of needed contracted services. The representation of the city in court includes but is not limited to the following types of cases: initial appearances, pre-trial conferences, court trials and jury trials, motion practice (motions to dismiss, motions to suppress, motions in limine), restitution hearings, sentencing hearings, in custody hearings, and probation revocation hearings. These cases and dockets will be assigned by the Chief Criminal Deputy to ensure efficient use of the contracted attorney's time and to reduce or eliminate scheduling conflicts of the other staff attorneys.

**DECISION POINT/RECOMMENDATION:**

Approve the contract for legal services and authorize Stacia Hagerty, Attorney at Law to represent the city in criminal prosecutions before the Magistrate Division of the District Court, Kootenai County, Idaho.

**PROFESSIONAL SERVICES AGREEMENT  
FOR ATTORNEY SERVICES**

THIS AGREEMENT, made between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation of the State of Idaho, herein "CITY" and **STACIA HAGERTY**, Attorney at Law, herein "ATTORNEY", with a principal place of business at 202 N 4<sup>th</sup> ST, Coeur d'Alene ID 83814,

RECITALS:

WHEREAS, the CITY operates a criminal prosecution office which requires licensed attorneys to represent CITY in the criminal courts of Kootenai County, Idaho;

WHEREAS, the CITY has four full time prosecutors in the criminal office;

WHEREAS, the CITY seeks to engage the professional services of a licensed attorney during the maternity leave of an Assistant City Attorney assigned to the criminal division;

WHEREAS, the ATTORNEY is licensed to practice law in the State of Idaho;

WHEREAS, the ATTORNEY has the requisite legal training and criminal law experience to provide services to CITY;

WHEREAS, the ATTORNEY acknowledges that certain policies, rules and guidelines are in place for the efficient and effective operation of the criminal division; and

WHEREAS, the ATTORNEY will have the full capability to exercise her professional discretion in representing CITY within the bounds of those rules, policies and guidelines of CITY.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** the CITY hereby employs the ATTORNEY as an independent contractor to complete and perform the following project and work:
  - ATTORNEY is engaged to provide professional legal services in criminal case prosecutions representing the City of Coeur d'Alene in the Magistrate Division of the District Court in Kootenai County, Idaho.
  - ATTORNEY will be assigned to the City Attorney's Office – Criminal Division.
  - ATTORNEY shall handle criminal cases as assigned by the Chief Criminal Deputy.
  - Duties assigned to ATTORNEY may include, but are not limited to, in custody hearings, first appearance/ pre trial hearings, pre-trial hearings, jury trials, infraction and misdemeanor court trials, order to show cause hearings, sentencing hearings,

- restitution hearings, motions hearings for suppression issues, in limine issues, motions to dismiss, Rule 35 hearings, and any other court hearing as assigned.
- ATTORNEY shall be assigned court dockets and will be provided adequate office time to prepare for those assigned court hearings and case review.
  - CITY shall provide ATTORNEY an office, desk, and technological equipment in which to prepare for court dockets, including but not limited to a computer, telephone, copy machine and fax machine.
  - CITY shall provide all administrative support services for the criminal cases.
  - The compensable time worked by ATTORNEY each week shall not exceed 40 hours.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that: ATTORNEY shall begin to provide services no later than April 23, 2007 and shall provide needed and scheduled services to July 13, 2007. ATTORNEY understands and agrees that the services to be provided may require earlier beginning of services which will result in an earlier termination date of this contract.
  3. **COMPENSATION:** CITY agrees to pay ATTORNEY as compensation: \$ 22.98 per hour, not to exceed 40 hours per week. Each week hours shall be scheduled so that ATTORNEY and CITY know in advance how many hours will be worked for a given week during this contract term. ATTORNEY shall submit her billable hours by the last day of each month.
  4. **INDEPENDENT CONTRACTOR:** The parties agree that ATTORNEY is the independent contractor of the City and in no way an employee or agent of City, and is not entitled to workers compensation or any benefit of employment with the City.
  5. **WARRANTY:** ATTORNEY warrants that she shall perform services in a good workmanlike manner and shall comply with all polices, procedures, guidelines and rules of CITY and shall comply with the Idaho Rules of Professional Conduct, as those may apply to the work performed under this contract.
  6. **COMPLIANCE WITH LAWS:** ATTORNEY agrees to comply with all federal, state, city and local laws, rules and regulations. ATTORNEY shall comply with all department policies, procedures and case protocols and guidelines while representing CITY.
  7. ATTORNEY warrants that during the length of this contract she shall have a license to practice law in the state of Idaho and shall be a member in good standing with the Idaho Bar Association.
  8. **CONFIDENTIALITY:** ATTORNEY shall comply with the Idaho Rules of Professional Conduct and shall not provide any information learned during the contracted representation of CITY to any third party without specific permission by CITY.

9. CONFLICT OF INTEREST:

- A. ATTORNEY shall conduct a conflict of interest review of all assigned cases to ensure that she will be able to comply with rules against conflicts of interest and duties to former clients in representing the CITY against criminal defendants.
- B. ATTORNEY agrees that during this contract ATTORNEY will not represent any person, party, business, individual, corporation in a claim or claims against CITY, or defend any such persons against CITY. ATTORNEY further agrees to not represent any such persons whose claims or charges arose during the effective period of this contract.

Dated this 1<sup>st</sup> day of May, 2007

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

ATTORNEY

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

By: \_\_\_\_\_  
Stacia Hagerty, Attorney at Law

ATTEST:

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



STATE OF IDAHO )  
                                                  ) ss.  
County of Kootenai )

On this 1<sup>st</sup> day of May, 2007, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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



STATE OF IDAHO )  
                                                  ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of May, 2007, before me, a Notary Public, personally appeared **Stacia Hagerty, Attorney at Law**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she voluntarily executed the same.

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

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

# CITY COUNCIL STAFF REPORT

**DATE:** May 1, 2007  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** **REPORT OF PURCHASE OF REPLACEMENT ASPHALT  
EMULSION TACK-WAGON**

---

## **DECISION POINT:**

The purpose of this report is to provide Council information on the purchase of a new replacement Asphalt Emulsion Tack-Wagon.

## **HISTORY:**

The Street Department's Capital Vehicle Replacement Plan for 2006-2007 authorizes the purchase of a Tack-Wagon in the amount of \$10,000 to replace a high-mileage, deteriorated machine. Competing quotes for this replacement were received from four local dealers.

## **PERFORMANCE ANALYSIS**

It has been determined that a new LeeBoy L500 Tack Distributor from Special Asphalt Products is the most favorable quote and will best meet our requirements.

## **FINANCIAL ANALYSIS**

Quotes for a new Asphalt Emulsion Tack-Wagon were obtained from four area vendors as follows:

|                              | <u>Total Quote</u> |
|------------------------------|--------------------|
| (1) Special Asphalt Products | \$11,970.00        |
| (2) J & K Associates         | \$15,807.00        |
| (3) Arrow Construction       | 13,167.43          |
| (4) Mid-Mountain Machinery   | 11,992.00          |

The quote from LeeBoy L500 Tack Distributor from Special Asphalt Products is the lowest quote received.

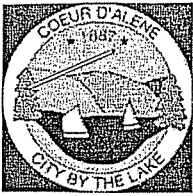
Cost savings from other Capitol Purchases this year will offset the cost of this machine.

## **QUALITY OF LIFE**

This new LeeBoy L500 Tack Distributor from Special Asphalt Products replaces a machine that is over 18 years old. The improved reliability will translate to more reliable application of asphalt tack oil resulting in improved safety for motorists.

## **DECISION POINT:**

The purpose of this report is to provide Council information on the purchase of LeeBoy L500 Tack Distributor from Special Asphalt Products



# 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 | Tito Macaroni's Restaurant                                   |
| Applicant's Name             | Bill Reagan                                                  |
| Mailing Address              | 115 S. 2nd Street                                            |
| Physical Address             | " " " "                                                      |
| City, State Zip              | Coeur d'Alene, Id 83814                                      |
| Telephone                    | (208) 765-2300 X-7122                                        |
| Contact person               | Bill Reagan or Jack Martin                                   |
| Contact Numbers              | Phone: 765-4000 Cell: 641-0111 e-Mail: breagan@cdaresort.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:

38 Number of Seats x \$19.28 per seat ( Sewer Cap fee) = 732.64  
1 \$100.00 Encroachment Fee

Total Amount Due \$ 832.64 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.

Bill Reagan General Manager 4/19/2007  
Applicant Title Date

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 04/12/07  
Department Name / Employee Name / Date  
Request made by: Roy E. Higgs Jr. 465-5580  
Name / Phone  
2546 East Lilly Drive Coeur d'Alene ID 83814  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 501, 502, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Block: H Section: Riverview Annex

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

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

Title transfer fee (\$ N/A ) attached\*\*.  
\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: \_\_\_\_\_

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

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

RDE 4/12/07  
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: MCG 4/12/07  
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. Weathers 4/12/07  
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 4/11/07  
Department Name Employee Name / Date  
Request made by: Joyce N. Bacile 228-374-0541  
Name / Phone  
316 Porter Avenue Biloxi MS 39530  
Address

The request is for: / / Repurchase of Lot(s)  
 Transfer of Lot(s) from Edward + Thelma Nettleton to Joyce Bacile

Niche(s): \_\_\_\_\_, \_\_\_\_\_  
Lot(s): 19, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Block: 10 Section: B

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<sup>00</sup>) attached\*\*.

\*\*Request will not be processed without receipt of fee. Cashier Receipt No.: 266522

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie J 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:

EDWARD & THELMA NETTLETON

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 100<sup>00</sup> per lot.

RDS 4/18/07  
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] 4-24-07  
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. Watkins 4-24-07  
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 / /

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

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

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

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

(Office Use Only) Amt Pd 33.36  
 Rec No 246807  
 Date 07/18/2007  
 Date to City Council: 5/01/2007  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

|                                     |                                                                                                      |                   |
|-------------------------------------|------------------------------------------------------------------------------------------------------|-------------------|
| <input checked="" type="checkbox"/> | Beer only (canned and bottled) not consumed on premise                                               | \$ 50.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled) not consumed on premise                                           | \$250.00 per year |
| <input type="checkbox"/>            | Beer only (canned and bottled only) consumed on premise                                              | \$100.00 per year |
| <input type="checkbox"/>            | Beer and Wine (canned and bottled only) consumed on premise                                          | \$300.00 per year |
| <input type="checkbox"/>            | Beer only (draft, canned, and bottled) consumed on premise                                           | \$200.00 per year |
| <input type="checkbox"/>            | Beer and Wine (Draft, canned and bottled) consumed on premise                                        | \$400.00 per year |
| <input 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          |
|                                     | Beer                  Wine                  Liquor                  Consumed on premise    yes    no |                   |

|                                              |                                                   |                   |                          |
|----------------------------------------------|---------------------------------------------------|-------------------|--------------------------|
| Business Name                                | <u>Caruso's Sandwich Co.</u>                      |                   |                          |
| Business Address                             | <u>202 W Ironwood Suite A.</u>                    |                   |                          |
| City State Zip                               | <u>COEUR D'ALENE ID 83814</u>                     |                   |                          |
| Business Contact                             | Telephone Number:                                 | Fax:              |                          |
|                                              | <u>208 659-5039</u>                               |                   |                          |
| Manager Name                                 | <u>Vincent Caruso</u>                             |                   |                          |
| Manager Home Address                         | <u>5488E BURMA RD HARRISON ID 83833</u>           |                   |                          |
| Manager Information                          | Social Security No.                               | Date of Birth     |                          |
|                                              | <u>[REDACTED]</u>                                 | <u>[REDACTED]</u> |                          |
| Manager Contact                              | Telephone:                                        | Cell:             | mail:                    |
|                                              |                                                   | <u>659-5039</u>   |                          |
| Manager Place of Birth                       | <u>Provo UT</u>                                   |                   |                          |
| License Applicant                            | <u>Caruso's Deli LLC, DBA. Caruso's SAND. Co.</u> |                   |                          |
| Filing Status (circle one)                   | Sole Proprietor                                   | Corporation       | Partnership <u>(LLC)</u> |
|                                              | Other <u>S Corp.</u>                              |                   |                          |
| Address of Applicant                         | <u>5488E BURMA RD. HARRISON ID 83833</u>          |                   |                          |
| Applicants Prior Address for past five years | <u>Same</u>                                       |                   |                          |
| Applicants Prior Employment for past 5 years | <u>Caruso's Deli.</u>                             |                   |                          |
|                                              |                                                   |                   |                          |

# 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 25-  
 Rec No 267176  
 Date 05/19/07  
 Date to City Council: 05/01/07  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

|                                     |                                                                |                   |
|-------------------------------------|----------------------------------------------------------------|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise         | \$ 50.00 per year |
| <input 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 checked="" type="checkbox"/> | Transfer of ownership of a City license with current year paid | \$ 25.00          |

*Wine Cellar transferring liquor license to client of Denny Davis - New license to be beer/wine only*

|                                              |                                                                                                        |                                          |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------|
| Business Name                                | <i>The Wine Cellar</i>                                                                                 |                                          |
| Business Address                             | <i>313 Sherman Ave.</i>                                                                                |                                          |
| City State Zip                               | <i>Coeur d' Alene, Id 83814</i>                                                                        |                                          |
| Business Contact                             | Telephone Number: <i>665-9664</i>                                                                      | Fax: <i>664-4789 Robert J Frisnacht</i>  |
| Manager Name                                 |                                                                                                        |                                          |
| Manager Home Address                         |                                                                                                        |                                          |
| Manager Information                          |                                                                                                        |                                          |
| Manager Contact                              |                                                                                                        |                                          |
| Manager Place of Birth                       |                                                                                                        |                                          |
| License Applicant                            | <i>The Wine Cellar, LLC</i>                                                                            |                                          |
| Filing Status (circle one)                   | Sole Proprietor                                                                                        | Corporation Partnership <u>LLC</u> Other |
| Address of Applicant                         | <i>850 W Ironwood Dr. #101<br/>Coeur d' Alene, Id 83814</i>                                            |                                          |
| Applicants Prior Address for past five years | <i>Same As Above</i>                                                                                   |                                          |
| Applicants Prior Employment for past 5 years | <i>Applicant was formed 3/01/06 and has been operating and owning the Wine Cellar since that date.</i> |                                          |
|                                              |                                                                                                        |                                          |

# 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 | 25-     |
| Rec No                   | 267431  |
| Date                     | 4/20/07 |
| Date to City Council     | 5/1/07  |
| Reg No.                  | _____   |
| License No.              | _____   |
| Rv                       | _____   |

**Check the ONE box that applies:**

|                                     |                                                                |                   |
|-------------------------------------|----------------------------------------------------------------|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise         | \$ 50.00 per year |
| <input 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 checked="" type="checkbox"/> | Transfer of ownership of a City license with current year paid | \$ 25.00          |

*Transfer Beer/Wine for the Olympia - new owners*

|                                              |                                                                                                                            |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Business Name                                | THE OLYMPIA                                                                                                                |
| Business Address                             | 301 Lakeside                                                                                                               |
| City State Zip                               | Coeur d' Alene, ID 83814                                                                                                   |
| Business Contact                             | Telephone Number: 208 6669495 Fax: 208 6669495                                                                             |
| Manager Name                                 | Evangelos HSKOS                                                                                                            |
| Manager Home Address                         | 4377 Dearfield Dr Coeur d'Alene ID 83815                                                                                   |
| Manager Information                          |                                                                                                                            |
| Manager Contact                              |                                                                                                                            |
| Manager Place of Birth                       |                                                                                                                            |
| License Applicant                            |                                                                                                                            |
| Filing Status (circle one)                   | (                                                                                                                          |
| Address of Applicant                         | 4377 Dearfield Dr Coeur d'Alene ID 83815                                                                                   |
| Applicants Prior Address for past five years | 18480 Six Mile road Huson, MT 59846<br>1/1/2006 - 3/31/2007<br>520 south 5th west Missoula, MT 59801 1/1/1995 - 12/31/2005 |
| Applicants Prior Employment for past 5 years | 9/1995 - 9/2005 John R. Daily's inc<br>Missoula, MT<br>8/2006 - 3/2007 Missoularian<br>Missoula, MT                        |
| Evanthia                                     | Greek Pastry Shop 11/1995 - 5/2005<br>cracker barrel 5/2006 - 11/2006<br>Directv 12/2006 - 3/2007                          |

COM

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**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 25-  
 Rec No 3100694  
 Date 4/1/07  
 Date to City Council: 5-1-07  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

|                                     |                                                                |                   |
|-------------------------------------|----------------------------------------------------------------|-------------------|
| <input type="checkbox"/>            | Beer only (canned and bottled) not consumed on premise         | \$ 50.00 per year |
| <input 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 checked="" type="checkbox"/> | Transfer of ownership of a City license with current year paid | \$ 25.00          |

|                                              |                                                                                        |
|----------------------------------------------|----------------------------------------------------------------------------------------|
| Business Name                                | <b>HRV INC. DB/A BEST FOOD STOP</b>                                                    |
| Business Address                             | <b>1001 E. BEST AVE.</b>                                                               |
| City State Zip                               | <b>COEURD'ALENE, ID 83815</b>                                                          |
| Business Contact                             | Telephone Number: <b>(208) 667-2200</b> Fax: _____                                     |
| Manager Name                                 | <b>GINDER PAL</b>                                                                      |
| Manager Home Address                         | <b>12731 E. 37TH LANE, SPOKANE VALLEY, WA 99206</b>                                    |
| Manager Information                          | Social Security No. <del>_____</del> Date of Birth <del>_____</del>                    |
| Manager Contact                              | Telephone: <b>(509) 844-1949</b> Cell: _____ e-mail: _____                             |
| Manager Place of Birth                       | <b>INDIA</b>                                                                           |
| License Applicant                            | <b>HARVINDER KAUR</b>                                                                  |
| Filing Status (circle one)                   | Sole Proprietor <u>Corporation</u> Partnership LLC Other _____                         |
| Address of Applicant                         | <del>1001</del> <b>1001 E. BEST AVE.<br/>COEURD'ALENE, ID 83815</b>                    |
| Applicants Prior Address for past five years | <b>12731 E. 37TH LANE<br/>SPOKANE VALLEY, WA 99206</b>                                 |
| Applicants Prior Employment for past 5 years | <b>PKH CORP. (PRESIDENT)<br/>3458 S. DISHMAN MICA RD.<br/>SPOKANE VALLEY, WA 99206</b> |

M E M O R A N D U M

TO: Mayor and City Council Members  
FROM: Michael C. Gridley, City Attorney  
DATE: May 1, 2007  
RE: Legal Intern representing the City

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Kelly Smith will start employment as our legal intern on 5/21/07. Ms. Smith is will be a 3<sup>rd</sup> year law student at Gonzaga University this fall. Client authorization is required by the Bar Rules applicable to legal interns and, therefore, we ask that City Council authorize Ms. Smith to represent the City to the extent permitted by law. Primarily Ms. Smith will be involved in traffic infractions and misdemeanor court trials, with occasional civil assignments.

If you have any questions or comments, please feel free to contact me.

DATE: APRIL 23, 2007  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: JUNE 5, 2007

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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-6-07         | Requested Appeal<br>Applicant: George Beaudry<br>Location: 1502 N. 3 <sup>rd</sup> Street<br>Request: Zone change from R-12 (Residential<br>At 12 units/acre) to C-17 (Commercial) | Recommended denial       | Quasi-Judicial |

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **June 5, 2007**

JS:ss

To: General Services and City Council  
From: Kathy Lewis, Deputy City Clerk  
Re: Farmers Market request  
Date: April 16, 2007

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**Decision Point:** Should the City Council approve the Downtown Farmers Market application as submitted, for Wednesdays from May until October.


**History:** The Downtown Association sponsored the Farmers Market last summer on Wednesday evenings from 4:00 to 7:00 pm. Last year the application contained a request to close the streets at 3:00 pm for the event to begin at 4:00 pm. Terry Cooper of the Downtown Association was given bags specially made by the Street Department to place over signs in that area to notify the public, and the downtown association agreed to take the responsibility to help cars exit that may be parked within the area on Fifth on the south side on Sherman to Front and ½ block north from Sherman to the alley. Sherman Avenue was left open. Cones were placed to eliminate turn lanes north and south onto Fifth Street from Sherman. The application for the 2007 season beginning May 16th contains a request to move the time up to block Fifth Street at noon. The City received several complaints last year as the Downtown Association sometimes blocked streets earlier than three o'clock, and employees of businesses and customers wanted to use the on street parking up until three o'clock.

**Quality of Life:** Prohibiting parking for three hours prior to event set up, and blocking turn lanes in the downtown area during the busy spring and summer months creates less available parking for citizens and more confusion as lanes are closed. It however, helps the sponsor. By closing the streets earlier, it eliminates the sponsor's problem of trying to get cars out that have parked in the affected area of the market. By closing the streets at 2:00 pm., it still allows a two hour window for cars to move from the area.

**Financial Impact:** If parking on Fifth Street is available from 12:00 noon to 2:00 pm, there is more parking availability to downtown business customers and employees. It still allows the two hour time limit of parking prior to the event.

**Recommendation:** Police, Streets, and Municipal Services are not recommending approval as submitted, but approval for the Wednesday Farmer's Market with a street closure at 2:00 pm rather than the 3:00 pm approved for the 2006 season, or the noon closing proposed for the 2007 season.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** May 1, 2007  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Village at Riverstone, Final Plat Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a 10 lot commercial development.

**HISTORY**

- a. Applicant: Bryan Stone  
Riverstone Center and Riverstone Center West, LLC  
104 S. Division Street  
Spokane, WA 99202
- b. Location: West of Northwest Blvd, south of and adjoining Seltice Way (Old Central Pre-Mix site).
- c. Previous Action:
  1. November 2004, City Council approved the annexation of the subject property.
  2. April 2006, City Council approval of Riverstone West final plat.

**FINANCIAL ANALYSIS**

There are no financial agreements attached to the approval of this phase of the Riverstone development.

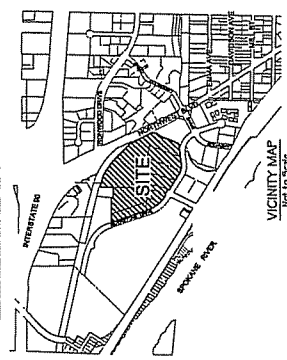
**PERFORMANCE ANALYSIS**

The developer has previously installed the required public improvements with the underlying development and is now in the process of rearranging the lots to conform to their marketing strategy for the subject property.

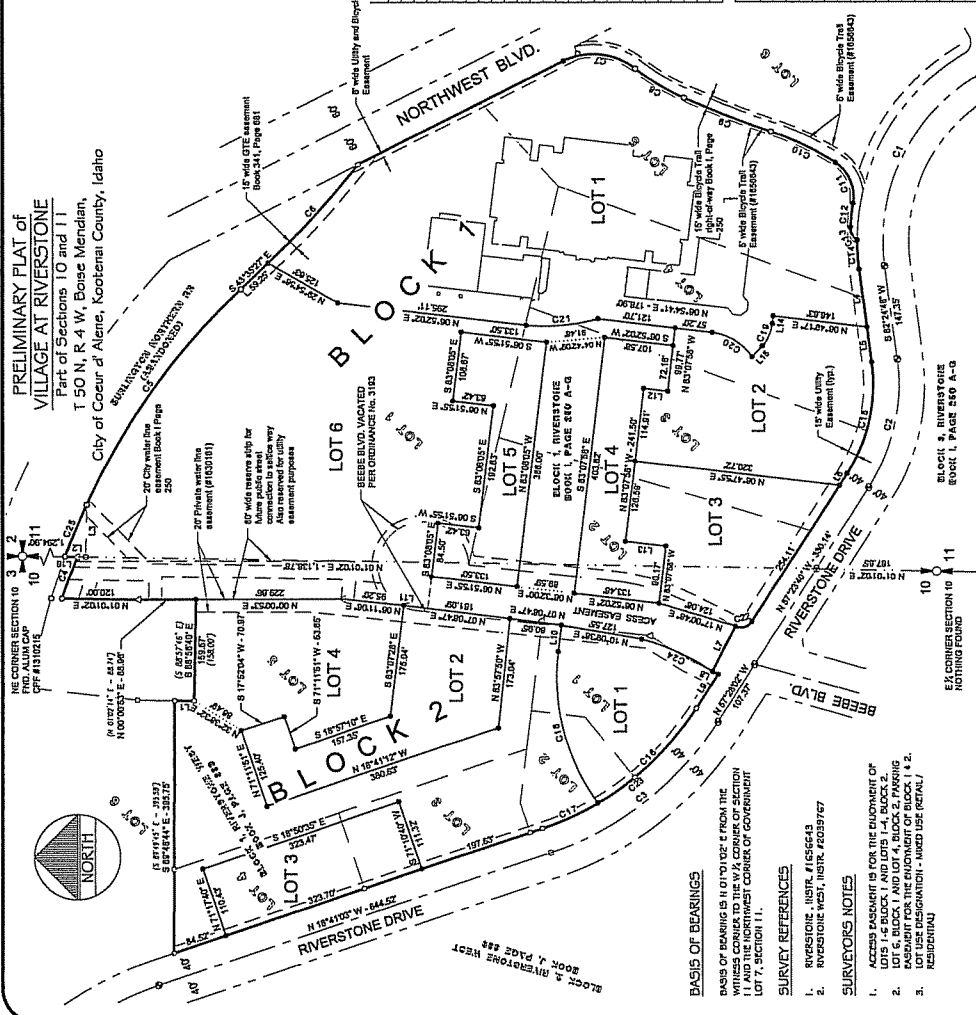
**DECISION POINT RECOMMENDATION**

1. Approve the final plat document.

T 50 N, R 4 W, S 10 & 11



**PRELIMINARY PLAT OF VILLAGE AT RIVERSTONE**  
Part of Sections 10 and 11  
T 50 N, R 4 W, Boise Meridian,  
City of Coeur d'Alene, Kootenai County, Idaho



| CURVE TABLE | CHORD BEARING   | RADIUS | LENGTH | CHORD DISTANCE |
|-------------|-----------------|--------|--------|----------------|
| C1          | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C2          | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C3          | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C4          | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |
| C5          | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C6          | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C7          | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C8          | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |
| C9          | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C10         | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C11         | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C12         | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |
| C13         | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C14         | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C15         | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C16         | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |
| C17         | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C18         | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C19         | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C20         | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |
| C21         | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C22         | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C23         | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C24         | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |
| C25         | N 81° 00' 51" W | 200.85 | 300.30 | 330.00         |
| C26         | N 77° 30' 00" W | 300.17 | 210.48 | 200.31         |
| C27         | S 81° 00' 51" E | 200.85 | 300.30 | 330.00         |
| C28         | S 77° 30' 00" E | 300.17 | 210.48 | 200.31         |

| LINE TABLE | BEARING         | DISTANCE |
|------------|-----------------|----------|
| L1         | N 81° 00' 51" W | 300.30   |
| L2         | S 81° 00' 51" E | 300.30   |
| L3         | N 77° 30' 00" W | 210.48   |
| L4         | S 77° 30' 00" E | 210.48   |
| L5         | N 81° 00' 51" W | 300.30   |
| L6         | S 81° 00' 51" E | 300.30   |
| L7         | N 77° 30' 00" W | 210.48   |
| L8         | S 77° 30' 00" E | 210.48   |
| L9         | N 81° 00' 51" W | 300.30   |
| L10        | S 81° 00' 51" E | 300.30   |
| L11        | N 77° 30' 00" W | 210.48   |
| L12        | S 77° 30' 00" E | 210.48   |
| L13        | N 81° 00' 51" W | 300.30   |
| L14        | S 81° 00' 51" E | 300.30   |
| L15        | N 77° 30' 00" W | 210.48   |
| L16        | S 77° 30' 00" E | 210.48   |
| L17        | N 81° 00' 51" W | 300.30   |
| L18        | S 81° 00' 51" E | 300.30   |
| L19        | N 77° 30' 00" W | 210.48   |
| L20        | S 77° 30' 00" E | 210.48   |

**LEGEND**

- 5/8" x 3/16" long rebar w/cap 15 10162
- Found 3/8" rebar w/ cap 713 0575
- Found 3/8" rebar w/ cap 713 4565
- Found 3/8" rebar no cap
- Found Cast-in-place monument in case
- Found Witness post monument
- Calculate Position
- Substation or 1/4 Section Corner
- Subdivision Boundary
- Let line
- Centerline
- Right-of-Way
- Property Boundary
- Section Easement
- Section line
- Existing lots

**KELTIC ENGINEERING, INC.**  
315 Adam Lane • Lewiston, Idaho 83501 • (208) 743-2128 fax  
1631 N. Third St., Ste 200 • Coeur d'Alene, Idaho 83814 • (208) 664-4816 • (208) 664-4831 fax  
Development & Planning • Design & Construction Management

**SUBDIVIDER**  
RIVERSTONE CENTER, LLC and  
RIVERSTONE CENTER WEST, LLC  
104 S. DIVISION STREET  
BOISE, IDAHO 83702  
2020 455-5477

**DATE** 11-29-06 **STATE** ID **COUNTY** KOOTENAI **PROJECT** DC-120 **DRAWN BY** RGW

**BASIS OF BEARINGS**  
BASIS OF BEARING IS N 01° 01' 02" E FROM THE  
WHICH CORNER TO THE W. & N. CORNER OF SECTION  
10, T. 50 N., R. 4 W., S. 10 N., CORNER OF GOVERNMENT  
LOT 7, SECTION 11.

**SURVEY REFERENCES**  
1. RIVERSTONE, INSTR. #155643  
2. RIVERSTONE WEST, INSTR. #2039767

**SURVEYOR'S NOTES**  
1. ACCESS EASEMENT IS FOR THE ENLARGMENT OF  
LOTS 1-4 BLOCK 1 AND LOTS 1-4 BLOCK 2.  
2. LOT 6, BLOCK 1 AND LOT 4, BLOCK 2, PARKING  
EASEMENT FOR THE ENLARGMENT OF BLOCK 1 & 2.  
3. RESIDENTIAL

100 0 100 200  
ORIGINAL SCALE: 1" = 100 FEET  
COORDINATE: 06-103-A-11

# ANNOUNCEMENTS

# Memo to Council

DATE: April 24, 2007

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the May 1st 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 24, 2007

RE: Appointments to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the May 1st Council Meeting:

ELISABETH GARLAND

MIKE PATANO

DAVE WALKER

ARTS COMMISSION

ARTS COMMISSION

CDA TV COMMITTEE

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE  
MINUTES**

Monday April 23, 2007  
4:00 p.m., Council Chambers

**COMMITTEE MEMBERS PRESENT**

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

**STAFF PRESENT**

Kathy Lewis, Deputy City Clerk  
Troy Tymesen, Finance Director  
Gordon Dobler, Engineer Director  
Wes Somerton, Deputy City Attorney  
Steve Childers, Police Captain  
Mike Gridley, City Attorney  
Wendy Gabriel, City Administrator

**Item 1. Farmers Market/Request for Street Closure.  
(Consent Calendar)**

Kathy Lewis reported that the city received an application for the 2007 season from the Farmers Market, sponsored by the Downtown Association. This year they are requesting the street closure time of 12:00 p.m. rather than 3:00 p.m. to allow the sponsor's more time to get cars out of the area. Staff is recommending a closure time of 2:00 p.m. to allow parking availability to downtown business customers and employees and it still give the sponsor 2 hours preparation time for the Farmers Market.

Terry Cooper of the Downtown Association explained the reason for the request to close the streets at 12:00 p.m. was to eliminate the problem of trying to remove cars from the area of the market before they need to set up which takes an hour to an hour and a half. The market begins at 4:00.

**MOTION: THE COMMITTEE is recommending that the City Council approve the Downtown Farmers Market application for Wednesdays from May until October using the staff recommendation of a street closure time of 2:00 p.m.**

**Item 2. City Property/Declaration of Surplus & Authorization to Auction.  
(Consent Resolution No. 07-033)**

Troy Tymesen presented a request to declare certain city items as surplus. Annually, the city liquidates items per state code that are either underutilized or have been seized. Troy noted that no employees or direct relative are allowed to acquire these assets at any public sale. Troy also noted that the items listed as Exhibit B will not be sold until after the opening of the new library. Councilmember Hassell asked if all of the items listed in Exhibit B are deemed 'unusable'. Troy responded "yes" the items are believed to be unusable. Councilmember Edinger asked if any of the items in Exhibit B would be replaced with new items. Councilmember Goodlander noted that the items have been well used and will not be necessary or needed for the new library. Many of the oak bookcases currently at the library will be taken to the new library. The foundation is fundraising for any new furniture need for the new library.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-033 declaring the submitted list, Exhibit "A", of items as surplus,. Additionally, declaring the submitted list, Exhibit "B", of items from the Library as surplus that will not be available for auction or sale until after the opening of the new Library.**

**Item 3.** Auctioneer Service Agreement/Mr. Auction for Annual City Surplus Auction.  
**(Consent Resolution No. 07-033)**

In addition, Troy Tymesen is requesting approval of an Agreement for auctioneer services with Mr. Auction for the public auction of surplus items. Mr. Auction has conducted the city's sale for the past couple of years. Mr. Auction also coordinates the auction with the school districts in northern Idaho as well as Kootenai County. The date of the sale will be held a month earlier than in the past. Because June is a busy month they believe this will be beneficial for staff as well as potential purchasers.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-033 approving the Auction Sale Agreement with Mr. Auction for the public auction of surplus items and seized assets at the Kootenai County Fairgrounds on May 12, 2007.**

**Item 4.** Council Bill No. 07-1018/Amending 10.04.010 (Traffic Control Devices).  
**(Agenda Item)**

Gordon Dobler presented a housekeeping amendment to restore language that was changed by Ordinance No. 3282 adopted February 6, 2007. Gordon noted that the February amendment actually places the authority for approving traffic control signs with the Street Superintendent. The original language, requiring the City Engineer's approval should be restored.

Councilmember Goodlander asked how it happened that it was removed in the first place. Wes Somerton responded that it's the legal department's opinion that authority was not removed but re-codified so the whole legislation of the parking code made sense. The old Vehicle and Traffic Chapter was revised into two different sections. The authority is still there its just in a different location in the code so it was a more logical to read through. Gordon said if it exists in the ordinance, he could not find it. He believes the code is clearer as stated in the old language.

Councilmember Goodlander asked Gordon to work out the issue with the legal department and come back to the committee with both sides of the picture so they have the ability to make a decision.

#### **INFORMATION ONLY – NO ACTION**

**Item 5.** Professional Services Agreement/Criminal Prosecution Services.  
**(Consent Resolution No. 07-033)**

Wes Somerton noted that one of the prosecuting attorney's is on leave so they need some help to cover the court dockets.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-033 approving the Professional Services Agreement for legal services and authorize Stacia Hagerty, Attorney at Law, to represent the city in criminal prosecutions before the Magistrate Division of the District Court, Kootenai County, Idaho.**

**Item 6.** Council Bill No. 07-1017/Careless Driving.  
**(Agenda Item)**

Wes reported that this proposal will fill in some gaps in the Idaho code. The Statutes allow local government to adopt these types of ordinances allowing them to be more restrictive than the Idaho State Code. The proposed ordinance will help provide clarity and eliminate potential vague applications of law.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Council Bill No. 07-1017 entitled CARELESS DRIVING which will provide greater clarity of traffic violations than is currently allowed by State law.**

**Item 7.** Council Bill No. 07-1019/Fighting in Public  
**(Agenda Item)**

Lastly, Wes reported that this proposal will provide for violations which currently do not exist in the Idaho State Code. Law Enforcement is experiencing a problem with fighting at closing time at the drinking establishments. If both parties refuse to charge each other with battery, the officer cannot do anything other than break up the fight. If it's disturbing the peace, someone's peace has to be disturbed and this does not include the police officer. The city of Boise has had a public fighting ordinance for a number of years. They can now stop and actually charge someone for fighting. It's an effective tool to calm things down. Wes added that he plans to redefine the definition of fighting in the ordinance that goes to council with specific types of behavior and actions.

**MOTION: THE COMMITTEE is recommending that the City Council adopt Council Bill No. 07-1019 entitled FIGHTING which will provide a law enforcement tool not currently available under the Idaho Code.**

**Item 8.** Specialty Recreation and Marine Partnership/Law Enforcement use of Kawasaki Mule Utility Vehicle.  
**(Consent Calendar)**

Steve Childers presented a proposal to partner with Specialty Sales and Recreation to obtain a Kawasaki "Mule" utility vehicle to be used by the Police Department for special events and public

relations. Steve noted that Kawasaki has a law enforcement loaner program where vehicles are loaned as long as they are used in conjunction with the mission of the agency, i.e. enforcement, search and rescue, major events and bike trail patrol. There won't be a purchase, rent or lease, it's literally a loan program. The PD will get the utility vehicle for a period of time from 90 days to 335 days, whatever they choose. Steve added that a cost could be assessed, which has not been determined yet, for maintenance on the vehicle. The dealer requires maintenance approximately every 100 hours of use which would include fluids, oil change, etc. If the police department is assessed this cost, which would be minimal, it can be taken from the vehicle fund. Steve is awaiting the actual agreement from Kawasaki. They require a participating agency/participating dealership agreement. He expects to have the agreement in a day or two.

Councilmember Edinger asked about insurance. Troy indicated that it would be covered under the City's policy.

Councilmember Hassell asked if extra costs will be associated with lights, decals or painting. Steve replied that they currently have most of what will go on the utility vehicle. If they need to add anything else, the cost would be minimal.

**MOTION: THE COMMITTEE is recommending that the City Council approve staffs request to enter into an agreement to partner with Specialty Sales and Recreation to obtain a Kawasaki "Mule" utility vehicle to be used by Police for special events and public relations.**

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

**DEANNA GOODLANDER, Chairman**

Juanita Van Cleave  
Recording Secretary

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: April 23, 2007

FROM: WESLEY J. SOMERTON – Deputy City Attorney – Criminal Division

SUBJECT: CREATING A CARELESS DRIVING ORDINANCE

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**DECISION POINT:**

Adopt a Careless Driving Ordinance which will provide clear definitions and violations which currently do not exist in the State code traffic misdemeanors and state code traffic infractions.

**HISTORY:**

Certain traffic violations may or may not be violations under the existing Idaho traffic laws. This uncertainty has led to inconsistent enforcement of traffic laws throughout the State. In support of the Coeur d’Alene Police Department, its CARE unit, and to make the streets safer to travel the legal department is sponsoring this proposed ordinance

Under Idaho code if a driver takes off from a stop while spinning his tires that is not a violation, even though persons may be standing nearby, rocks were thrown, and tire marks were left on the pavement. Certain careless driving behaviors do not fit the State statutes, such as rapid acceleration from stops, only racing is prohibited. Two drivers speeding down a street aren’t racing unless they admit doing this. Now our ordinance will prohibit that behavior.

There are numerous rear end collisions on a weekly basis from the heavy traffic being experienced on Hwy 95, and the intersections to Hwy 95. Drivers are cited for either following to close or inattentive driving, neither which easily comport to the facts of such accidents. This ordinance will more adequately identify this consequence of driving behavior.

**FINANCIAL ANALYSIS:**

The existing state code traffic infraction penalty for speeding or failure to operate in a reasonable and prudent fashion is \$62.00, this is the same penalty for following to close. For each such ticket that is paid by a defendant the City receives \$18.45. Section 19-4705(f) Idaho Code provides that fines and forfeitures remitted for violations of city ordinances shall be apportioned 10 % to the state treasurer and 90% to the city whose ordinance was violated. While section 19-4705( c) provides that fines and forfeitures for violations of state motor vehicle laws are apportioned 10% to the state treasurer, 45% to the highway distribution fund, 22-1/2 % each to the district court fund and the school fund.

Some traffic fines are not disbursed back to the issuing jurisdiction. Any city code violation 90% of the fine would be disbursed back to the City of Coeur d’Alene. While this does not come close to paying for the resources used to enforce traffic codes, it makes the streets safer, and helps offset the direct costs of such enforcement action.

**PERFORMANCE ANALYSIS:**

The police officers currently must attempt to enforce traffic laws that can be vague in the application to certain situations. The proposed ordinance helps provide clarity and eliminates potential vague applications of law. Currently, a person exhibiting poor driving behavior can be cited for inattentive driving. Inattentive driving has a broad definition. The proposed ordinance identifies specific poor and/or dangerous driving behaviors.

**QUALITY OF LIFE ANALYSIS:**

The traffic enforcement within the City of Coeur d’Alene has been recognized as a priority by the police department by writing, receiving and operating traffic education and enforcement grants. This provides those officers who are assigned to traffic patrol additional tools to contact drivers who are being aggressive, foolish, and dangerous. Through the enforcement of traffic laws the city can benefit from safe driving behaviors.

**DECISION POINT/RECOMMENDATION:**

Authorize an adoption of the Careless Driving ordinance which will provide greater clarity of traffic violations than is currently allowed by state law.



COUNCIL BILL NO. 07-1017  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 10.34 CARELESS DRIVING; ADOPTING A NEW SECTION 10.34.010 TO PROHIBIT DRIVING IN A CARELESS MANNER; ADOPTING A NEW SECTION 10.34.020 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 10.34 SHALL BE PUNISHABLE AS A MISDEMEANOR AS PROVIDED IN SECTION 1.28.010; 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, currently there is no ordinance prohibiting careless driving within the City of Coeur d'Alene; and

WHEREAS, this ordinance would provide an additional tool for law enforcement in regulating the various gray area offenses of infractions and inattentive driving in situations where the driving behavior is careless, inattentive, or imprudent in light of the circumstances then existing; and

WHEREAS, after public hearing on the hereinafter provided ordinance, and after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said ordinance be adopted; NOW, THEREFORE,

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

**SECTION 1 .** *That a new Chapter 10.34, entitled Careless Driving, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**10.34: CARELESS DRIVING**

**SECTION 2 .** *That a new Chapter 10.34, entitled Careless Driving, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**10.34.010: CARELESS DRIVING; DEFINED:**

It shall be unlawful for any person to operate a motor vehicle in a careless manner or to drive carelessly as hereinafter defined, over or along any public street, alley, or public right-of-way within the City. For the purposes of this section to "operate in a careless manner or drive

carelessly" shall be construed to mean the operation of a motor vehicle under any of the following conditions:

- A. Starting or operating a motor vehicle in such a manner as to cause the wheels to spin with sufficient force to throw gravel or other road surface material from under such wheels so as to endanger or be likely to endanger persons or property;
- B. Starting, stopping, or operating a motor vehicle in such a manner as to leave rubber marks on the roadway;
- C. Excessive, unreasonable, rapid acceleration of a motor vehicle;
- D. Engaging in any motor vehicle speed contest or exhibition of speed;
- E. Operating a motor vehicle in such a manner as indicates the driver is not in complete control of such vehicle;
- F. Operating a motor vehicle when the physical or mental condition of the driver is such that he/she cannot maintain safe and complete control of the motor vehicle;
- G. Fail to pay attention to the duties pertinent to the safe operation of any motor vehicle;
- H. Failure to drive at a reasonable and prudent speed in light of the then existing circumstances, including, but not limited to - icy, slick or wet road surfaces, or when other weather or road conditions require a reduction in speed; or
- I. Operating a motor vehicle in traffic with insufficient distance to avoid striking the vehicle in front when such lead vehicle slows or is stopping.

**SECTION 3 .** *That a new Section 10.34.020, entitled Penalty, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**10.34.020: PENALTY:**

Any violation of this chapter shall be a misdemeanor punishable as defined in section 1.28.010 of this code.

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

**SECTION 5.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 6.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 7.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 1<sup>st</sup> day of May, 2007.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding a new Chapter 10.34 entitled CARELESS DRIVING

AN ORDINANCE OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 10.34 CARELESS DRIVING; ADOPTING A NEW SECTION 10.34.010 TO PROHIBIT DRIVING IN A CARELESS MANNER; ADOPTING A NEW SECTION 10.34.020 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 10.34 SHALL BE PUNISHABLE AS A MISDEMEANOR AS PROVIDED IN SECTION 1.28.010; 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, Mike Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, adding a new Chapter 10.34 entitled Careless Driving, 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 1<sup>st</sup> day of May, 2007.

---

Mike Gridley, City Attorney

**GENERAL SERVICES COMMITTEE  
STAFF REPORT**

DATE: April 23, 2007

FROM: JENNIFER TINKEY – Assistant City Attorney – Criminal Division

SUBJECT: CREATING A FIGHTING ORDINANCE

-----  
**DECISION POINT:**

Adopt a Fighting Ordinance which will provide for violations which currently do not exist in the Idaho State code.

**HISTORY:**

Coeur d’Alene police officers commonly run into a situation that is not addressed by Idaho code or City code. When two or more individuals are fighting in public in Coeur d’Alene, officers are usually unable to arrest or give a citation for that behavior. The only statute that potentially covers fighting in public is disturbing the peace. Under the disturbing the peace law, the officer needs a complaining party who is willing to go forward with the charge as the “disturbed” person. Many times the individuals that are fighting are doing so in the downtown area after visiting the bars. Often there is no complaining party available, thus the officers witness this behavior and are unable to arrest or cite for it.

The City of Boise is just one example of a city that has enacted a local ordinance prohibiting fighting behavior. Using their ordinance language as a guide, the City of Coeur d’Alene could enact their own ordinance outlawing this type of conduct.

**FINANCIAL ANALYSIS:**

Violation of the fighting ordinance would be a general misdemeanor currently punishable by a maximum fine of \$1000.00 and/or six months in jail. Any fine ordered by the court after a finding of guilty to fighting would be received by the City.

**PERFORMANCE ANALYSIS:**

Coeur d’Alene Police would be better able to keep the peace in the City, especially the downtown area, by having the fighting ordinance at their disposal. By having an ordinance that specifically addresses behavior that is a known problem, officers will be able to curb this existing trouble.

**DECISION POINT/RECOMMENDATION:**

Authorize an adoption of the Fighting ordinance which will provide a law enforcement tool not currently available under the Idaho Code.

COUNCIL BILL NO. 07-1019  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 9.22 ENTITLED FIGHTING; ADOPTING A NEW SECTION 9.22.010 TO PROHIBIT FIGHTING IN PUBLIC; ADOPTING A NEW SECTION 9.22.020 DEFINING FIGHT; ADOPTING A NEW SECTION 9.22.030 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 9.22 SHALL BE PUNISHABLE AS A MISDEMEANOR AS PROVIDED IN SECTION 1.28.010; 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, currently there is no ordinance prohibiting fighting within the City of Coeur d'Alene; and

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

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

**SECTION 1.** *That a new Chapter 9.22, entitled FIGHTING, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.22: FIGHTING**

**SECTION 2.** *That a new Section 9.22.010, entitled FIGHTING: PROHIBITED CONDUCT, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.22.010: FIGHTING: PROHIBITED CONDUCT**

It shall be unlawful for any person to knowingly fight with another person in a public place.

**SECTION 3.** *That a new Section 9.22.020, entitled DEFINITIONS, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.22.020: DEFINITIONS**

Fight shall mean any physical combat between two (2) or more persons, and shall include but not be limited to: boxing, kicking, wrestling, punching, hitting, slapping, and pushing, whether or not weapons are used.

Weapon shall mean any pistol, rifle, shotgun or other firearms of any kind whether loaded or unloaded, air rifle, air pistol, explosive, blasting caps, knife, hatchet, ax, slingshot, blackjack, metal knuckles, mace, iron buckle, baseball bat, ax handle, chains, crowbar, hammer, stick, pole, num-chucks, or other club or bludgeon or any other instrumentality, customarily used or intended for probable use as a dangerous weapon.

**SECTION 4.** *That a new Section 9.22.030, entitled PENALTY, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**9.22.030: PENALTY:**

Any violation of this chapter shall be a misdemeanor punishable as defined in section 1.28.010 of this code.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 6.** 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 7.** 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 8.** 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 1<sup>st</sup> day of May, 2007.

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding a new Chapter 9.22 entitled Fighting

AN ORDINANCE OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 9.22 ENTITLED FIGHTING; ADOPTING A NEW SECTION 9.22.010 TO PROHIBIT FIGHTING IN PUBLIC; ADOPTING A NEW SECTION 9.22.020 DEFINING FIGHT; ADOPTING A NEW SECTION 9.22.030 TO PROVIDE THAT ANY VIOLATION OF CHAPTER 9.22 SHALL BE PUNISHABLE AS A MISDEMEANOR AS PROVIDED IN SECTION 1.28.010; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Mike Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Adding a new Chapter 9.22 entitled Fighting, 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 1<sup>st</sup> day of May, 2007.

---

Mike Gridley, City Attorney

TO: Wendy Gabriel  
City Administrator

FROM: Steve Childers  
Police Captain

SUBJECT: Kawasaki "Mule" Loan Program

DATE: April 16, 2007

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**Decision Point:** Authorization to partnership with Specialty Sales and Recreation and obtain a Kawasaki "Mule" utility vehicle to be used by Coeur d'Alene Police.

**History:** There is no past history; however this would be a new program with little or no financial obligation. Kawasaki Corporation has a "loaner" program which gives law enforcement the ability to obtain one of their "Mule" utility vehicles to aid in the mission of the requesting agency. Kawasaki Corporation requires participation from a local dealer, which Specialty Sales and Recreation has agreed. If allowed to participate, Coeur d'Alene Police would utilize the vehicle for the following reasons. (1) Special events, such as July 4<sup>th</sup>, Ironman and Car d'Alene (2) Utilize police volunteers to patrol Centennial Trail and other pedestrian trails and parks.

**Financial Analysis:** The program through Kawasaki Corporation is designed as a loaner program with no financial obligation owed toward the vehicle in question. There may be maintenance costs associated with the use of the vehicle. Kawasaki Corporation recommends the dealer and agency reach an agreement as to who will cover the cost of the maintenance. Maintenance is recommended every 30-60 days. Specialty Recreation and Marine would like to see the checks every 100 miles. The City of Coeur d'Alene is responsible for maintaining proper insurance and agrees to return the vehicle good condition.

**Quality of Life Analysis:** Due to our changing environment, the community we serve expects their Police Department to be run as efficient as possible. By partnering with Specialty Recreation and Marine we will be able to obtain a utility vehicle and start a new program, which will impact our community in a positive manner. With this partnership and utilizing volunteer staff we can better serve our community and visitors. We can accomplish this with very little expense, but hopefully have a very positive impact.

**Decision Point:** Partner with Specialty Sales and Recreation and obtain a Kawasaki "Mule" utility vehicle to be used by Coeur d'Alene Police for Special Events and Public Relation.

Steve Childers  
Police Captain

RESOLUTION NO. 07-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A VEHICLE USER RELATIONS LOAN AGREEMENT AND A MAINTENANCE CONTRACT FOR A KAWASAKI MULE™ UTILITY VEHICLE WITH SPECIALTY RECREATION & MARINE, ITS PRINCIPAL PLACE OF BUSINESS AT 910 W. KATHLEEN AVENUE, COEUR D' ALENE, IDAHO 83815.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Loan Agreement and Maintenance Contract with Specialty Recreation & Marine, for a Mule™ Utility Vehicle, pursuant to terms and conditions set forth in said agreements, copies of which are attached hereto as Exhibit "A" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Loan Agreement and Maintenance Contract, in substantially the forms attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 1<sup>st</sup> day of May, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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

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SPECIALTY

PAGE 07

**Kawasaki Motors Corp., U.S.A.**

**KAWASAKI MULE™ UTILITY VEHICLE USER RELATIONS LOAN AGREEMENT FORM**

SALES PROGRAM ADMINISTRATION APPROVAL REQUIRED: Prior to the dealer's issuance of product to requesting agency, KMC'S approval must be obtained.

|                                                        |                                     |            |
|--------------------------------------------------------|-------------------------------------|------------|
| DEALERSHIP<br><i>Specialty Recreation &amp; Marine</i> |                                     | DEALER NO. |
| ADDRESS<br><i>910 W. Kathleen Ave.</i>                 |                                     |            |
| CITY/STATE/ZIP<br><i>Coeur d'Alene Id. 83815</i>       |                                     |            |
| TELEPHONE NUMBER<br><i>(208) 667-3571</i>              | FAX NUMBER<br><i>(208) 667-3574</i> |            |

|                                                            |                                     |
|------------------------------------------------------------|-------------------------------------|
| BORROWING AGENCY<br><i>Coeur d'Alene Police Department</i> |                                     |
| ADDRESS<br><i>3818 Schreiber Way</i>                       |                                     |
| CITY/STATE/ZIP<br><i>Coeur d'Alene Id. 83815</i>           |                                     |
| TELEPHONE NUMBER<br><i>(208) 769-2322</i>                  | FAX NUMBER<br><i>(808) 769-2307</i> |
| AGENCY CONTACT EMAIL<br><i>schilders @ cdaid.org</i>       |                                     |

**DEALER AGREES:**

- to provide, at no cost to the Borrowing Agency ("Borrower"), for the borrower's exclusive use, Kawasaki MULE utility vehicle for the period specified herein;
- to prepare and service such MULE utility vehicle in accordance with manufacturer's specifications prior to delivery to requesting agency;
- to provide basic maintenance under normal conditions of wear on the MULE utility vehicle during the loan period at no cost to the borrower unless otherwise specified.

**INSTRUCTIONS TO DEALER**

- Complete application and obtain required signatures.
- Identify model and hull identification numbers.

| Model    | Vehicle Identification Number* |
|----------|--------------------------------|
| 1. _____ | _____                          |
| 2. _____ | _____                          |
| 3. _____ | _____                          |
| 4. _____ | _____                          |

\*Fill in complete VIN for units in dealer inventory; or  Check here if you want to order unit(s) from KMC (depending on availability).

Loan period: Minimum 3 months; Maximum 11 months

From: \_\_\_\_\_ To: 10-01-07

Mail original loan agreement form and original letter from the Borrower to:

ATTN: Sales Programs  
Kawasaki Motors Corp., U.S.A.  
P.O. Box 29292  
Santa Ana, California 92705-5252

**BORROWING AGENCY ("BORROWER") AGREES:**

- that the MULE utility vehicle will be used exclusively for purposes directly related to the agency's mission or role in patrol, enforcement, rescue, or education;
- that the MULE utility vehicle will be used exclusively by persons who have received instruction in the proper operation of the MULE utility vehicle;
- to perform normal and necessary "owner" maintenance, as described in the Owner's Manual for the MULE utility vehicle, unless such maintenance is, by agreement of dealer, to be performed by dealer;
- to exercise appropriate care to protect the MULE utility vehicle from damage or deterioration;
- to pay for repair of damage or deterioration which exceeds normal wear and tear;
- to return the MULE utility vehicle to the dealer promptly at the end of the loan period;
- to provide and maintain at its own expense Bodily Injury and Property Damage Liability Insurance covering the use of the MULE utility vehicle during the time the vehicle is in the possession of the Borrower, and to submit a Certificate of Insurance to Dealer and Kawasaki within ten (10) days from receipt of the MULE utility vehicle;
- to release, hold harmless and indemnify the Dealer, Kawasaki Motors Corp., U.S.A. ("KMC") and all affiliated companies from and against any and all liability by any party, including attorney's fees and expenses, arising out of the use or operation of the loaned MULE utility vehicle.

This agreement shall take effect when signed by authorized representatives of the dealer and the borrower.  
The undersigned is authorized to execute this agreement on behalf of the Borrower.

|                                                                                     |
|-------------------------------------------------------------------------------------|
| DEALER SIGNATURE                                                                    |
| NAME & TITLE (PLEASE PRINT)                                                         |
| BORROWING AGENCY SIGNATURE<br><i>Steve Childers</i>                                 |
| NAME & TITLE (PLEASE PRINT)<br><i>Steve Childers Coeur d'Alene Police - Captain</i> |

| APPROVED     |         |    |  | COMMENTS | INVOICE NUMBER | INVOICE DATE | "Flip/Order" Done | ISPM Done |
|--------------|---------|----|--|----------|----------------|--------------|-------------------|-----------|
| YES          | PENDING | NO |  |          |                |              |                   |           |
| 1.           |         |    |  |          |                |              |                   |           |
| 2.           |         |    |  |          |                |              |                   |           |
| 3.           |         |    |  |          |                |              |                   |           |
| 4.           |         |    |  |          |                |              |                   |           |
| REVIEWED BY: |         |    |  |          | DATE:          |              |                   |           |

# SAMPLE MAINTENANCE CONTRACT AGREEMENT FOR LOANER PROGRAM OF KAWASAKI MULE™ UTILITY VEHICLE

BETWEEN

(DEALER)

AND

Coeur d'Alene Police Department  
BORROWING AGENCY

This agreement between \_\_\_\_\_ (dealer), hereinafter referred to as "THE DEALER" and Coeur d'Alene Police (borrowing agency) hereinafter referred to as the "BORROWER" is in addition to the normal terms and conditions of the Kawasaki Loaner Program. The period of the loan shall be from \_\_\_\_\_ through 10-01-07 and will be subject to the following conditions:

1. The loaner MULE utility vehicle shall be serviced during the first week of every month by the DEALER with a \$ \_\_\_\_\_ service charge to be paid by the BORROWER.
2. BORROWER will be responsible for payment of additional labor and parts charges for repairs or damages above and beyond normal service, as determined by the DEALER. Parts will be charged at a rate no greater than \_\_\_\_\_% above dealer cost.
3. The BORROWER will sign and agree to all terms and conditions of the attached Kawasaki Loaner Program Contract.

Agent for DEALER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
DATE

Agent for BORROWER

Stephen Childers  
PRINT NAME

[Signature]  
SIGNED BY

04-13-07  
DATE



**April 23, 2007**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

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

**CITIZENS PRESENT**

None

**STAFF PRESENT**

Warren Wilson, Chief Deputy City Attorney  
Sid Fredrickson, WW Supt.  
Amy Ferguson, Committee Liaison  
Jon Ingalls, Deputy City Administrator  
Dave Shults, Capital Program Mgr

**Item 1            WWTP Phase 4B Construction Change Order #8**

Dave Shults, Capital Program Manager, presented a request to approve Change Order #8, for an increased cost of \$89,924.00 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,732.109.00. Mr. Shults' staff report included a detailed breakdown of the proposed changes and costs. The staff report further explained that Change Order #8 includes a total of 20 changes. Seven items were for changes the contractor accomplished with no charge to the City. Six items are necessary to resolve design conflicts with added materials and labor. Seven items add improvements for better operation and safety of the facilities. Wastewater staff and the City's consulting engineer negotiated the proposed changes and costs with the contractor to allow the project to advance without undue delay. The changes required no increase to the allowable time for the contractor to reach final completion. The staff report also stated that the final project cost tracked fairly close to the engineer's estimated cost for the project. The total change order percentage for the project, expressed as a comparison to the original construction bid amount, is 7.1%. Approximately 3.8% is a result of necessary changes associated with unknown site conditions and resolving design and constructability issues typical of this type of construction project. The remaining portion of 3.3% is attributed to discretionary value-added improvements for equipment replacement and facility repairs, which had not been anticipated in the original design of Phase 4B improvements. Discussion ensued regarding the complexity of the project and that the change order percentage came in at a reasonable amount for this type of remodel. Mr. Fredrickson stated that there will be one more change order for the installation of polymer equipment that was pre-purchased by the Wastewater Department as part of the equipment replacement program.

**MOTION:        RECOMMEND Council approval of Resolution No. 07-035 approving Change Order #8 in the amount of \$89,924.00 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,732.109.00.**

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** April 23, 2007  
**FROM:** David E. Shults, Capital Program Manager *DES*  
**SUBJECT:** Change Order #8 to Agreement with Contractors Northwest for WWTP Phase 4B

**DECISION POINT:**

The City Council is requested to approve Change Order #8, for an increased cost of \$89,924 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,732,109.

**HISTORY:**

The City's wastewater department has been operating the new pump station and screening facilities for several months as the contractor and subcontractors have been completing punchlist activities and resolving issues that are typical of this complex project. Several changes to the specifications and drawings were necessary to allow completion of the project, and to provide additional features requested by the City. Proposed Change Order #8 addresses these issues, and is described in the attached letter that describes each of the separate change items to the construction contractor's work. An additional summary is attached that itemizes the change order items that are not specifically associated with the planned improvements for Phase 4B, but that are added-value items necessary for the utility's equipment replacement program and for repairs and improvements for operations.

**FINANCIAL ANALYSIS:**

|                                                              |                                                                                          |           |
|--------------------------------------------------------------|------------------------------------------------------------------------------------------|-----------|
| Early Effluent Pumping Improvements                          | 108,000                                                                                  |           |
| Phase 4B Design                                              | \$1,090,000                                                                              |           |
| Construction Engineering, Inspection, Startup                | 1,429,000                                                                                |           |
| Initial Construction Bid                                     | 10,949,000                                                                               |           |
| Previously approved Change Orders #1, #2, #3, #4, #5, #6, #7 | 693,185                                                                                  |           |
| <b>Proposed Change Order #8</b>                              | <b>89,924</b>                                                                            |           |
| Centrifuge Prepurchase                                       | 324,000                                                                                  |           |
| Utility Relocation and Additional Power Feed                 | 178,000                                                                                  |           |
| <u>Admin Expenses</u>                                        | <u>107,373</u>                                                                           |           |
| Total Phase 4B                                               | 14,968,482                                                                               |           |
| <br>                                                         |                                                                                          |           |
| Project estimate at bid time, including 5% contingency       | 14,827,000                                                                               |           |
| <br>                                                         |                                                                                          |           |
| Budget                                                       | 2006/2007 City Budget (Year 6 of 6)                                                      | 2,300,000 |
| <br>                                                         |                                                                                          |           |
| Funding                                                      | Wastewater cash reserves and loan from Idaho DEQ payable at 3.75% interest over 20 years |           |

**DISCUSSION:**

Change Order #8 includes a total of 20 changes. Seven items were for changes the contractor accomplished with no charge to the City. Six items are necessary to resolve design conflicts with added materials and labor. Seven items add improvements for better operation and safety of the facilities. Wastewater staff and the City's consulting engineer negotiated the proposed changes and costs with CNI to allow the project to advance without undue delay. The changes required no increase to the allowable time for the contractor to reach final completion.

The final project cost tracked fairly close to the engineer's estimated cost for the project. The total change order percentage for the project, expressed as a comparison to the original construction bid amount, is 7.1%. Approximately 3.8% is a result of necessary changes associated with unknown site conditions and resolving design and constructability issues typical of this type of construction project. The remaining portion of 3.3%, as described in the attached analysis, is attributed to discretionary value-added improvements for equipment replacement and facility repairs, which had not been anticipated in the original design of Phase 4B improvements. This extra work is attributable to using the existing contractor and specialty subcontractors to repair existing facilities, to add safety features for operations, and to install equipment and components necessary for the utility's equipment replacement program that is normally funded from the wastewater reserve fund that is established for this purpose. Using services of the existing Phase 4B consultant and contractor saves time and expense for the utility for packaging and procuring the services outside or after the Phase 4B project.

**DECISION POINT/RECOMMENDATION:**

The City Council is requested to approve Change Order #8, for an increased cost of \$89,924 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,732,109.

Attachment

des1211

RESOLUTION NO. 07-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #8 TO THE AGREEMENT WITH CONTRACTORS NORTHWEST, INC., FOR THE PHASE 4B UPGRADE AND EXPANSION PROJECT.

WHEREAS, the City of Coeur d'Alene pursuant to Resolution No. 05-028 entered into an Agreement dated the 19<sup>th</sup> day of April, 2005 with Contractors Northwest, Inc., for the Wastewater Treatment Plant Phase 4B Upgrade and Expansion Project pursuant to advertised bidding specifications; and

WHEREAS, it has been determined that modification is necessary, the Wastewater Department has requested that the City of Coeur d'Alene approve Change Order #8 for the FY 06/07 at an additional cost of \$89,924.00, a copy of which change order is attached hereto marked Exhibit "A" and by reference made a part hereof, thereby increasing the total contract price to \$11,732,109.00; and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such Change Order; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and City Council of the City of Coeur d'Alene hereby agree to the requested Change Order #8 in the scope of the original specifications and agreement with Contractors Northwest, Inc., as set forth above, a copy of which Change Order #8 is attached hereto as Exhibit "A" and by reference made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change order on behalf of the City of Coeur d'Alene.

DATED this 1<sup>st</sup> day of May, 2007.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

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

ROLL CALL:

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

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

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

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

COUNCIL MEMBER REID Voted \_\_\_\_\_

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

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



08042 ..24390/5.2 10/C.O. #8

April 17, 2007

Mr. Dave Shults, Capital Program Manager  
City of Coeur d'Alene Wastewater Division  
710 E. Mullan Ave.  
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant  
Phase 4B Upgrade and Expansion Project  
Change Order No. 8**

Dear Dave:

Please find attached, for your review and approval, the recommended Change Order No. 8 for the above referenced project. This Change Order incorporates the following proposed change items, including Change Proposal Requests (CPRs).

**CPR 5 – Remove and relocate the light fixture below new centrifuge drop hole.**

During the installation of the dewatering centrifuge within the Solids Handling Building, an existing light fixture was identified to be in the way of centrifuge egress through the existing drop hole through Solids Building roof hatch. The Contractor worked with plant personnel and relocated the light. This work was performed by the Contractor at no additional cost to the project.

**CPR 24 - Add an 8 IN diversion pipe to the centrate chute at a 10 degree slope down.**

During installation of the dewatering centrifuge, it was determined during the shop drawing review and installation instructions that a chute bypass pipeline was necessary. The 8 IN bypass pipeline was installed by the Contractor at no cost to the project.

**CPR 61 - Provide minimum ¼ IN fillet weld size for steel thickness ½ IN or greater.**

During construction of steel supports and miscellaneous metals fabrication, (identified on Sheets S204 and S205), the Contractor was directed to provide ¼”

fillet welds on all ½” steel thickness or greater. This additional work was provided by CNI at no additional cost to the project.

**CPR 78 - Screening building monorail – changing mounting plate.**

During installation of the IPS Building monorail, the Contractor was directed to match the elevation of the top 12 IN x 12 IN x ½ IN mounting plate in lieu of providing a continuous plate in accordance with sheet S104 section B. This change item was performed by CNBI at no additional cost to the project.

**CPR 90 – Handrail changes.**

During completion of the IPS and Screenings Buildings, and completion of the primary clarifier structure modifications, the Contractor was directed to add and omit handrail sections due to safety concerns (sheets L1 and L4). This work was performed by CNI at no additional cost to the contract.

**CPR 96 - Tee placement for south screenings building wall.**

During installation of the hose bibbs along the south side of the Screenings building, the Contractor was asked to provide 1 ½ IN tees above the 2 hose bibbs. This was performed as a no-cost change to the project.

**CPR 101 –(Reconciles above No Charge CPRs)**

The connection of the 3 IN #2W piping to a ¾ IN line shown on C-5, note 8 was eliminated from the project. This work credit was applied against the additional charges associated with CPRs 5,24,61,78,90 and 96 to result in a no cost modification to the project

**CPR 105 – Provide access across the HVAC duct on the west end of mezzanine.**

The HVAC ductwork in the upper mezzanine level of the IPS Building required additional space for installation. As a result, the access to the south side of the makeup air ventilation equipment was eventually eliminated. To provide for a safer, and functional access to the south side of this equipment, the Contractor was asked to provide personnel access ramp across HVAC ducting at the west side of IPS building. This change item resulted in an additional cost to the project of \$1,419.00.

**CPR 130 – Centrate Pumping Spray Addition – Mechanical Portion.**

During startup of the dewatering centrifuge, it was noted that the addition of polymer, coupled with the agitation of the centrate, resulted in foam buildup to problem levels in the Centrate Pumping Station wetwell. To provide for foam suppression, the Contractor was asked to provide a 2 IN tap from 8 IN #3W yard

pipings along the west side of the facilities into the centrate wetwell. Within the centrate wetwell, this line is then reduced down to 1 ½ IN pipeline and a ball valve & slow closing solenoid valve, and spray bar assembly were added. This assembly, excluding electrical controls for the solenoid valve, provides for operating of the water sprays whenever the centrifuge is in operation. In addition to the spray assembly, extension of the 2 IN #3W pipeline was completed to allow for future fire hose attachment (by the City). This additional work was performed at an extra cost of \$1,660.00 to the project.

**CPR 134 – IPS Air Valves.**

During startup of the IPS pumps in the IPS Building, it was noted the pump volutes had the potential, and did show sign of, air binding. To mitigate this potential problem, the Contractor was asked to provide manual air release valves extending from existing taps in the pump volute top. Three ½ IN manual air release valves, extending from the top of the IPS pump volutes with extension to a drain line down to floor drain trough were included. These manual valves will eventually be fitted with automatic air release valves if air binding proves to be a maintenance problem in the future. The manual air release assemblies for the IPS pumps were added for an additional cost of \$1,694.00 to the project.

**CPR 148 – Repair Solids Building west catch basin sanitary tie-in.**

One of the storm drain catch basins located west of the Solids Handling Building was not working or draining properly subsequent to completion of construction. It was contested whether construction activities were the cause of the drain not working properly. To resolve the issue, it was agreed that the catch basin facility would be investigated (excavated) and the cause of the flow stoppage would be determined. Upon investigation, it was determined that there was no longer a drain line present from the catch basin to the main storm drain pipeline in the area. This facility was apparently, demolished prior to commencement of the Phase 4B contract. To fix the problem, the Contractor was directed to re-install connecting pipe. This change item resulted in an additional cost of \$2,923 to the project.

**CPR 149 - Grit Basin modifications labor and field charges.**

The City had recently identified considerable degradation of air lance piping and air valves serving the pre-aeration basin grit facilities that required immediate repairs. The City determined that, to perform these required maintenance repairs, the existing pre-aeration basins would need to be removed from service. Since the Phase 4B contract required additional modifications within the pre-aeration basin, the City elected to complete the required maintenance repairs as part of the



Phase 4B project. This change item included replacement of air lancing and #3W flush piping in the grit gallery and grit basins, plugging of old pipe penetrations through the concrete basin walls, sawcutting and installation of density current ports in the pre-aeration basin influent box, and installation of required pipe supports. The maintenance work was completed on a time and materials basis at an additional cost of \$46,402.00 to the project.

**CPR 150 – Place safety chains on north side of bar screens.**

After the installation was completed for the mechanical bar screens, it was determined that the space provided for screen observation in front to the bar screen units could be a safety hazard. Similar areas were also identified at the screenings trough platform and at the IPS Building IPS pump platforms. These areas that were identified as needing more grating, handrail, bollard and chain for safety were addressed by this change item at an additional cost of \$4,845.00 to the project.

**CPR 157 - Utilidor asphalt concrete overlay and precast panel mitigation.**

The precast hollow-core panels installed above the Utilidor were not built well, with uneven surfaces, blemishes and areas requiring repairs. The Supplier was required to remedy these problems and, in discussions with the City and HDR, it was agreed that the provision of 1 ½ IN asphalt overlay over the entire Utilidor roof would properly address the problem. The City agreed to participate partially with the solution, with the understanding that an asphalt fog seal would also be provided prior to paving to provide for a sealant to the hollow core panels to prevent moisture migration. With both parties participating, this change item resulted in an additional cost to the City of \$2,210.00 and the supplier paying for the remaining \$4,290.00 for completion of the work.

**CPR 158 – Administration Building gas service re-connection.**

The original design provided for routing the natural gas line serving the Administration Building to the north and connecting into the existing pipeline along the north side of the Administration Building. During completion of the existing IPS Building demolition, it was discovered that the existing pipeline was corroded severely and unusable. It was determined by City personnel and HDR that the best route for pipeline replacement was through the Administration Building crawl space, from an entrance point on the west end and through the building to the Maintenance Garage area where it re-connects to the existing building gas service. This additional work was completed at an added cost of \$5,044.00 to the project.

**CPR 159 – Plant security monitoring enhancements.**

As requested by the City, additional security enhancements were provided that will enable uninterrupted monitoring of the existing chlorine facilities and alarms at a level required for protection of health and safety of the public and City personnel. These modifications were implemented as recommended by the City's IT and Fire Departments at a cost of \$1,807.00 to the project.

**CPR 162 – Sampler, sump modifications.**

Following startup of the IPS Building, it was noted that the flows from the influent sampler were significant, and include oils, grease and sediment particles that were affecting the reliability of the IPS sump pump level controls. This change item provided for the provision of pump alternation, installation of improved pump controls and the addition of a sump cover and sump ventilation to provide for better odor control for City influent sampler system. These value added changes will result in a safer, more reliable sump pump control and better odor control at a cost of \$13,197.00 to the project.

**CPR 164 – South 250 KW GenSet installation.**

The City purchased two new engine generators as part of their equipment replacement and maintenance program. Installation of the the smaller unit, to be installed on the north end of the site, adjacent to the Effluent Pump Station, had not been addressed in previous change orders. In conjunction with installation of the associated automatic transfer switch for the newly acquired 250 KW generator set, this change item provided for unloading and installation of the City purchased equipment. This change resulted in an additional cost of \$4,106.00 to the project.

**CPR 166 – Sludge totalization modification.**

The installation of the original contract sludge flow meter in the Solids Handling Building resulted in an awkward location for the meter readout and required City personnel to access the meter by ladder to obtain a totalized flow readout. In order to provide for an easily accessible daily totalized flow readout, it was determined that the installed meter pulse signal could be used at the centrifuge control panel and also provide for future incorporation of the flow totalization into the plant SCADA system. In addition to the costs for directing the pulse signal to the centrifuge control panel, the ABB/Alfa Laval controls associated with the centrifuge will be modified to incorporate the totalization into a batch counter system that will enable plant operations to easily monitor flow quantities delivered to the centrifuge. The PLC controls required for this change, including the ability for future integration to the SCADA system, will be provided at an additional cost of \$1,517.00 to the Phase 4B contract and an approximate \$750-\$1,000 future programming direct charge to the City from ABB/Alfa Laval.

**CPR 167 – Additional Pavement Preparation.**

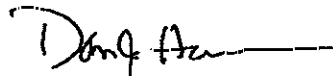
The additional paving was planned and provided for in Change Order No. 6 under CPR #127. The Contractor's pricing for CPR #127 was originally priced and prepared for the paving prices and pavement preparation that had already been completed on a time and materials basis. This CPR addresses the additional subgrade excavation, preparation, gravel and pavement preparation necessary in the vicinity of Digester No. 3 and the Utilidor. In addition, the site grading plan was modified to construct a pavement access that extends from the concrete sidewalk located at the northwest corner of the existing Administration Building to the Utilidor. Since there is a grade differential along the north side of the planned pavement walk, a retaining wall consisting of CMU blocks will be constructed along the north side of the pavement planned above the location where the old IPS was demolished to form a planter area. This change item also provides for supply of the CMU blocks for installation by others. This change resulted in an additional cost of \$3,100.00 to the project.

**Change in Contract Time.** No additional time will be added to the project as a result of this change order. It was agreed that allowing the Utilidor asphalt overlay to extend into the early spring paving season would be in the best interest to the City and the Contractor. Accordingly, it was agreed between the Contractor and the City that a no-cost time extension would be added to the Contract Time to address this delay in Contract Completion. Because the contract completion is also expected to be delayed further to allow for installation of a new polymer system purchased by the City under a separate budget, changes in contract time will be addressed the planned Change Order No. 9 that will address the polymer system installation.

I trust that the above provides sufficient summary of the change items associated with Change Order No. 8. Please contact me immediately if you require additional explanation or information.

Sincerely;

HDR ENGINEERING, INC.



Dan J. Harmon, P.E.  
Project Engineer

c. Tom Hanou/Chris Kelly, HDR

## CHANGE ORDER NO. 8

**OWNER:** City of Coeur d'Alene, ID

**DATE:** April 17, 2007

**CONTRACTOR:** Contractors Northwest, Inc.

**HDR NO.** 08042-038-103/.24390

**PROJECT:** City of Coeur d'Alene Wastewater Treatment Plant  
Phase 4B Upgrade and Expansion

**CONTRACT DATE:** May 19, 2005 NIP

It is agreed to modify the Contract referred to above as follows:

Provide all labor and materials necessary for installation of the work outlined in CPR Items 5, 24, 61, 65, 78, 90, 96, 101, 105, 130, 134, 148, 149, 150, 157, 158, 159, 162, 164, 166 and 167. The cost summary of this Contract modification is as follows:

| <u>CPR/PCO</u>            | <u>Description</u>                                                         | <u>Cost</u>     |
|---------------------------|----------------------------------------------------------------------------|-----------------|
| 5                         | Remove and relocate the light fixture below new centrifuge drop hole.      | \$0             |
| 24                        | Add an 8" diversion pipe to the centrate chute at a 10 degree slope down.  | \$0             |
| 61                        | Provide minimum ¼ IN fillet weld size for steel thickness ½ IN or greater. | \$0             |
| 78                        | Screening building monorail – changing mounting plate.                     | \$0             |
| 90                        | Handrail changes.                                                          | \$0             |
| 96                        | Tee placement for south screenings building wall.                          | \$0             |
| 101                       | (Reconciling above No Charge CPRs).                                        | \$0             |
| 105                       | Provide access across the HVAC duct on the west end of mezzanine.          | \$1,419         |
| 130                       | Centrate Pumping Spray Addition. (CPR 130 is mechanical portion).          | \$1,660         |
| 134                       | IPS Air Valve.                                                             | \$1,694         |
| 148                       | Repair Solids Building west catch basin sanitary tie-in.                   | \$2,923         |
| 149                       | Grit Basin modifications labor and field charges.                          | \$46,402        |
| 150                       | Install safety measures at bar screens, washer/compactor.                  | \$4,845         |
| 157                       | Utilidor asphalt concrete overlay and precast panel mitigation.            | \$2,210         |
| 158                       | Administration Building gas service re-location.                           | \$5,044         |
| 159                       | Plant security monitoring enhancements.                                    | \$1,807         |
| 162                       | Sampler, sump Modifications.                                               | \$13,197        |
| 164                       | South 250 KW Generator Set installation                                    | \$4,106         |
| 166                       | Sludge Totalization Modification                                           | \$1,517         |
| 167                       | Additional Pavement Preparation                                            | <u>\$3,100</u>  |
| <b>Change Order No. 8</b> | <b>Total Amount</b>                                                        | <b>\$89,924</b> |

**PART 1 - CHANGE ORDER SUMMARY**

**Original Contract Price:** \$10,949,000  
 Contract Price prior to this Change Order \$11,642,185  
 Net Increase/Decrease of this Change Order \$ 89,924

**Revised Contract Price with All Approved Change Orders** \$11,732,109

**Contract Time:**

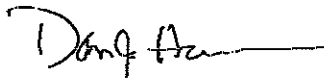
|                                                              | <b>Bid Item No. 2<br/>Substantial<br/>Completion</b> | <b>All Other Work<br/>Substantial<br/>Completion</b> | <b>Final<br/>Completion of<br/>All Work</b> |
|--------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|---------------------------------------------|
| Contract Time Prior to this Change Order                     | 347 Calendar Days                                    | 545 Calendar Days                                    | 620 Calendar Days                           |
| Net Increase of this Change Order                            | 0 Calendar Days                                      | 0 Calendar Days                                      | 0 Calendar Days                             |
| <b>Revised Contract Time With All Approved Change Orders</b> | <b>347 Calendar Days</b>                             | <b>545 Calendar Days</b>                             | <b>620 Calendar Days</b>                    |

There is no change in contract time as a result of this Change Order. Additional contract time, associated with the delay in installation of the Utilidor Pavement Overlay and future completion of the polymer equipment installation, will be addressed in future Change Order No. 9.

**PART 2 - CHANGE ORDER APPROVAL**

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: \_\_\_\_\_ Date: \_\_\_\_\_, 2007

Approved for HDR Engineering By:  Date: April 17, 2007

Approved for Owner By: \_\_\_\_\_ Date: \_\_\_\_\_, 2007

Distribution: Owner, Contractor, Office, Field, Other

ADDED VALUE – CHANGE ORDER ELEMENTS  
 NOT ANTICIPATED IN 4B ORIGINAL SCOPE  
 4/23/07

| <u>Change Order</u> |       |                                                                                                          |        |
|---------------------|-------|----------------------------------------------------------------------------------------------------------|--------|
| #2                  | -021  | <u>New VFD's for Pumps P7851 and 7852</u><br>Equipment replacement – variable frequency drives           | 26,472 |
| #4                  | -64   | <u>New Auto Transfer Switch and Motor Control Center 1010 1000</u><br>Equipment replacement – generators | 63,547 |
| #4                  | -66   | <u>Standby Power System Modifications</u><br>Equipment replacement – generators                          | 17,542 |
| #4                  | -81   | <u>VFD/PLC Troubleshooting</u><br>Equipment repair – PLC at chemical building                            | 1,528  |
| #4                  | -83   | <u>PLC at Primary Sludge Building</u><br>Equipment replacement – PLC                                     | 11,771 |
| #5                  | -63   | <u>Epoxy Injection &amp; Caulking at P.C. #1</u><br>Process structure repair                             | 3,370  |
| #6                  | -43a  | <u>Grit Aeration Modifications – Materials only</u><br>Equipment replacement – piping & valves           | 18,052 |
| #6                  | -103A | <u>Additional Conduit &amp; Fiber Optic Network</u><br>Additional communication capability for future    | 5,274  |
| #6                  | -117  | <u>Install CDF at Digester #3 piping</u><br>Process structure repair                                     | 1,404  |
| #6                  | -120  | <u>Install Xypex to Water Seepage Area on Dig #3</u><br>Process structure repair                         | 516    |
| #6                  | -124  | <u>2W Booster Pump System</u><br>Additional equipment for safety & reliability                           | 19,600 |
| #6                  | -127  | <u>Additional Site Paving</u><br>Improvement for Operations                                              | 35,608 |
| #7                  | -68   | <u>Install North Generator</u><br>Equipment replacement – generator                                      | 21,591 |
| #7                  | -100  | <u>Additional Lighting at Primary Clarifiers</u><br>Improvement for operations & safety                  | 36,632 |
| #7                  | -114  | <u>Add Screenings/Grit Bagging Systems</u><br>Improvement for operations & safety                        | 9,315  |

|                   |             |                                                                                                |              |
|-------------------|-------------|------------------------------------------------------------------------------------------------|--------------|
| #7                | -115        | <u>Add Screenings Building Stairway</u><br>Improvement for operations & safety                 | 4,734        |
| #7                | -130 rev. 1 | <u>Centrate Pumping Station Water Addition</u><br>Improvement for operations                   | 12,161       |
| #7                | -143        | <u>Repair Foul Air Discharge Duct</u><br>Process structure repair                              | 3,511        |
| #7                | -155        | <u>Add Piping Insulation</u><br>Existing facilities repair                                     | 3,280        |
| #8                | -133        | <u>Centrate Pumping Station Spray – Electrical Installation</u><br>Improvements for operations | 1,660        |
| #8                | -148        | <u>Repair Catch Basin – Tie-in</u><br>Repair existing facilities                               | 2,923        |
| #8                | -149        | <u>Grit Basin Modifications Labor</u><br>Repair existing facilities                            | 46,402       |
| #8                | -159        | <u>Plant Security Monitoring Enhancements</u><br>Improvements for operations                   | 1,807        |
| #8                | -164        | <u>South 250KW Generator Installation</u><br>Equipment replacement – generator                 | 4,106        |
| #8                | -166        | <u>Sludge Totalization Modification</u><br>Improvement for operations                          | 1,517        |
| #8                | -167        | <u>Additional Pavement Preparation</u><br>Improvement for operations                           | <u>3,100</u> |
| Total Added Value |             |                                                                                                | 357,423      |

SUMMARY OF TOTAL PROJECT CHANGE ORDERS (INCLUDING C.O. #1- #8)

|                                                          |              |      |  |
|----------------------------------------------------------|--------------|------|--|
| Original Construction Bid                                | \$10,949,000 |      |  |
| Total project change orders                              | \$783,109    | 7.1% |  |
| Total project added value                                | \$357,423    | 3.3% |  |
| Net change order work related to original Phase 4B scope | \$425,686    | 3.8% |  |

OTHER BUSINESS



COUNCIL BILL NO. 1016  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE SW ¼ SE ¼ SECTION 4, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN AND LOTS 7 & 8 BLOCK 4 OF "ORCHARDLANDS", AND ADJOINING HIGHWAY RIGHT OF WAYS; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

**SECTION 1.** That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-8.

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

**SECTION 3.** That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

**SECTION 4.** That the above described property be and the same is hereby declared to be and shall be a part of Precinct #35, and that Section 1.16.030, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #35.

**SECTION 5.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 1<sup>st</sup> day of May, 2007.

---

Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
**A-3-06 Western Property Annexation**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE SW ¼ SE ¼ SECTION 4, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN AND LOTS 7 & 8 BLOCK 4 OF "ORCHARDLANDS", AND ADJOINING HIGHWAY RIGHT OF WAYS; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Michael Gridley, City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, A-3-06 Western Property Annexation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 1<sup>st</sup> day of May, 2007.

---

Michael Gridley, City Attorney

# K.A. Durtschi & Assoc. Inc.

P.O. Box 700  
9751 Govt. Way, Suite 5  
Hayden, Idaho 83835  
- Western Property Annexation A-3-06]

Phone 208-772-2233  
Fax. 208-772-9231  
[0000 CB 07-1016 Ex A

April 20, 2007

## LEGAL DESCRIPTION WESTERN PROPERTY ANNEXATION (Rude Property)

PORTIONS OF THE SW 1/4 SE 1/4 SECTION 4, T.50N., R.4W. B.M. and Lots 7 & 8 Block 4 of "ORCHARD LANDS", and adjoining Highway Right of Ways in Kootenai County, Idaho and more particularly described as follows;

Commencing at the South 1/4 Corner of said Section 4; Thence N01°34'25"W a distance of 625.27' to a point on the South Right of Way of old Highway #10 and the True POINT OF BEGINNING FOR THIS DESCRIPTION; Thence continuing N01°34'38"W a distance of 1190.79' to a point on the Northerly Right of Way of Interstate highway # 90; Thence along said Right of Way the following courses, S73°30'08"E a distance of 939.92' to an angle point; Thence S87°32'19"E a distance of 103.08' to an angle point; Thence S73°30'08"E a distance of 159.15' to a point; Thence leaving said Right of Way; S01°08'57"E a distance of 733.46' to an I. pin; Thence S71°30'37"E a distance of 61.75' to an I. pin; Thence S01°08'57"E a distance of 216.21' to an I. pin; Thence N66°58'12"W a distance of 219.23' to an I. pin; Thence S01°08'57"E a distance of 445.93' to a point on said Southerly Right of Way of old Highway #10; Thence along said Right of Way the following courses; N69°09'21"W a distance of 236.77' to a point of curve; Thence around a 5679.58' radius curve to the right through a central angle of 08°22'01" an arc distance of 829.39' a chord bearing of N64°58'21"W a distance of 828.66' to a point of tangent; Thence N60°47'20"W a distance of 42.05' to the Point of Beginning.  
Contains 1435480 square feet or 32.9541 acres More or Less



# PUBLIC HEARINGS

**Date:** May 1, 2007  
**To:** City Council  
**From:** David Yadon, Planning Director  
**Subject:** **Item O-1-07 A & B Amendments to Zoning Code** – Infill Development DO-E, Height Variance

### **Decision Point**

The City Council is asked to consider the following amendments to the zoning ordinance:

Item O-1-07A Modify the development standards in the DO-E (Design Overlay – East) in the following ways:

- Reduce the allowable building height from 38 feet to 35 feet and
- Add a design guideline requiring pitched roofs for development

Item O-1-07B Removal of 17.06.330: EXCEPTIONS TO HEIGHT MAXIMUMS BY VARIANCE.

### **History**

The City Council and Planning Commission recently met with consultant Mark Hinshaw to review the merit of suggested changes to the DO-E (Design Overlay – East) infill district as proposed by the East Mullan Historic District Neighborhood Association (EMHDH) The City Council voted to have two amendments forwarded to the Planning Commission for public hearing and recommendation.

Item O-1-07A The amendment reducing the overall height allowed to 35 feet is intended to insure that the scale of the buildings in the DO-E is more sensitive to the scale of the surrounding neighborhood while still providing adequate volume to encourage infill development. The Design Guideline requiring a minimum 4:12 and Maximum 12:12 roof pitch is intended to ensure that rooflines reflect the neighborhood character and reduce the perceived bulk of the structure. This guideline is the same as recently adopted as part of the Pocket Residential regulations.

Item O-1-07B This amendment removing the specific height variance findings is intended to provide for a more restrictive set of standards by only allowing such variances for a site specific hardship. This is consistent with the criteria for granting other variances from the zoning regulations. (See 17.09.620 below)

The existing regulation to be removed is:

17.06.330: EXCEPTIONS TO HEIGHT MAXIMUMS BY VARIANCE:

Heights in excess of those permitted for principal buildings, accessory buildings and structures above buildings may be permitted by variance in accordance with the variance procedure set forth in article VI, chapter 17.09 of this title upon findings that such structures may be safely erected and maintained at such height considering surrounding conditions and circumstances, and that such structures will not impose major adverse environmental, and specifically, adverse visual impacts.

The existing regulation governing variances other than heights:

17.09.620: FINDINGS REQUIRED:

A variance may be granted only when the applicant has demonstrated that all of the following conditions are present:

- A. There is an undue hardship because of the physical characteristics of the site.
- B. The variance is not in conflict with the public interest.
- C. The granting of said variance will be in conformance with the comprehensive plan.

**Financial Analysis**

There is no significant financial impact associated with the proposed amendments.

**Performance Analysis**

The proposed amendment is consistent with Comprehensive Plan policies including 51A, 63D1, D12, D16, 64D16, 65.

**Quality of Life Analysis**

The amendment will provide opportunities to provide housing and other structures that are compatible with existing neighborhood within and adjacent to the (Design Overlay – East)

**Decision Point Recommendation**

The City Council is asked to consider the proposed amendments.



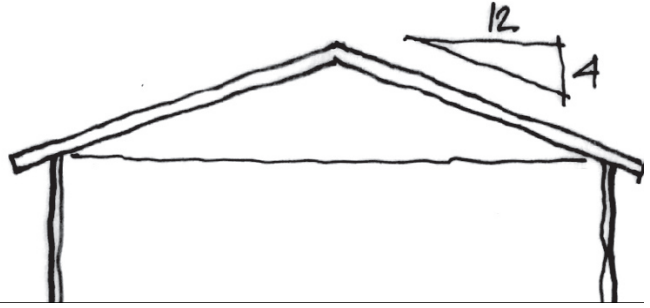
## Roof Pitch

**Intent:**

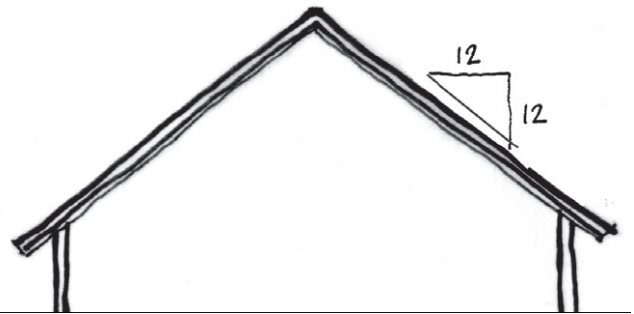
To ensure that rooflines present a distinct profile and appearance for the building and express the neighborhood character.

**Standards:**

Roof pitch shall have a minimum slope of 4:12 and a maximum slope of 12:12.



*Minimum Slope 4:12*



*Maximum Slope 12:12*

**CITY COUNCIL  
STAFF REPORT**

DATE: May 1, 2007

FROM: Warren J. Wilson, Chief Deputy City Attorney

SUBJECT: 0-2-07 – Adoption of Mediation Provisions

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**DECISION POINT:**

Provide the City Council with a recommendation regarding adopting Municipal Code provisions governing mediation of land use issues.

**HISTORY:**

Idaho Code Section 67-6510 provides for mediation of land use issues and establishes guidelines for how the mediation occurs. For some time staff has considered adding a mediation provision to our land use ordinances to provide guidance to the public on mediation of land use issues. Staff decided to bring this matter before the Commission and Council at this point because we could codify it at the same time as the height variance changes, thereby saving codification costs.

**FINANCIAL ANALYSIS:**

There is no increased cost to the City from the adoption of the proposed ordinance because mediation is already required by state code. As noted above, codification and publication costs are reduced by adopting this provision at this time.

**PERFORMANCE ANALYSIS:**

Adopting an ordinance governing mediation will help answer the question of how mediation will occur if it is requested. Additionally, this will provide another avenue for citizens to become aware of the possibility of mediation. The ordinance, as proposed, reads as follows:

**XI. MEDIATION PROCEDURES**

**SECTION 16.** *That a new Section 17.09.1005, entitled Title and Purpose, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**17.09.1005: TITLE AND PURPOSE:**

The provisions of this article shall be known as the *MEDIATION PROCEDURES*. The purpose of these regulations is to allow the option of mediation as part of the planning and zoning public hearing process.

**SECTION 17.** *That a new Section 17.09.1010, entitled Mediation Authorized, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**17.09.1010: MEDIATION AUTHORIZED:**

In accordance with I.C. Section 67-6510, the option of mediation is provided for as part of the planning and zoning public hearing process of the City of Coeur d'Alene. Any zoning, development or special permit application governed by Titles 16 and 17 of the Coeur d'Alene City code are subject to this mediation option.

**SECTION 18.** *That a new Section 17.09.1015, entitled Mediation Procedures, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**17.09.1015: MEDIATION PROCEDURES:**

A person requesting mediation shall follow the procedures established in I.C. 67-6510.

**QUALITY OF LIFE ANALYSIS:**

Mediation can be successful tool for resolving land use conflicts. Adopting this ordinance will keep us consistent with state law while also placing a mediation provision in the City code, which should help put people on notice of the availability of this tool.

**DECISION POINT/RECOMMENDATION:**

Recommend that the City Council adopt the recommend Code provisions regarding mediation.

Applicant: City of Coeur d'Alene  
Request:

- A. Modification to the East Mullan Infill Overlay Regulations
- B. Removal of height variance  
LEGISLATIVE (0-1-07)

Planning Director Yadon presented the staff report and answered questions from the Commission.

Commissioner Souza inquired what is the driving force behind these modifications and the focus on tonight's meeting.

Chairman Bruning explained that it is to reduce the heights from 38 feet to 35 feet and to eliminate the height variance.

Planning Director Yadon commented that these modifications were brought forward by the East Mullan group at the workshop attended with the City Council, Planning Commission and Mark Hinshaw. He added that Mark Hinshaw had originally proposed the height limit in the Infill District to be 35 feet and advised to eliminate the height variance.

**Public testimony open.**

Dwight Berkshaw, 901 Front Avenue, Coeur d'Alene, commented that he is representing the group living in the East Mullan District and moved here because of the neighborhood. He added that, in the past, developers have been pushing the limits by requesting additional heights for buildings in this area and feels that by approving these recommendations; it will help control this issue.

Steve Shortridge, 3304 Skyharbor Drive, Coeur d'Alene, commented that he is opposed to this request and feels the current guidelines are restrictive enough and requested that the Commission continue this hearing so developers have a chance to meet with the Commission for their input.

Harry Robertson, 3696 Skyharbor Drive, Coeur d'Alene, commented that he representing a group of 40 developers who are opposed to this request, and is asking that the Commission continue the hearing so this group can meet with the Commission to discuss the issues that they have regarding this request. He commented that he recently spoke with Mr. Hinshaw and explained his idea to provide 300 living units for downtown and feels that by approving these recommendations; it will limit his ability to build these units in the future.

Chairman Bruning explained that in past discussions with Mr. Hinshaw, they helped identify the areas in the Downtown Core for high-rise sites and felt that these heights did not fit within the Infill District. He added that the floor area ratios in the Downtown Core allow developers to acquire the necessary height for buildings to be taller.

Commissioner Jordan commented that he feels that the Infill District is intended to provide a transition for downtown.

Tom McCally, 1008 E. Mullan Avenue, commented that he owns property on Mullan Avenue that is located next to the Trails Edge development and was in favor of this project because of the architecture. He commented that area developers should not be limited on designs based on the limitations for the proposed height restrictions and feels that the developers need an opportunity to voice their concerns.

Commissioner Souza questioned how he found about this hearing tonight.

Mr. McCally commented that he was informed by the Planning Department staff two weeks ago when he

had called on another project.

Mr. Yadon explained that the notice for this hearing was published in the paper twice plus the Spokesman Review ran an article on this subject a week ago. He explained that this is a Legislative item and that the City is not required to mail to residents that are within the 300 ft. radius.

Donnie Murrell, 211 N. Bruce Drive, Coeur d'Alene, commented that he was informed about this meeting through word of mouth and is opposed to the request. He added that by approving this request is going to open up a Pandora's Box that will put a financial impact on developers who are trying to build affordable homes in this area.

Joe Morris, 304 S. 11<sup>th</sup>, Coeur d'Alene, representing the people in the East Mullan Historic District Neighborhood and that they have attended numerous meetings with the City on various projects and feels that this meeting should not be continued and a decision should be made tonight, and by postponing this meeting is not going to change the views of either side. He commented that a meeting was recently held with the City Council and Planning Commission where this group was allowed a few minutes to present some recommendations for these two groups to consider lowering the height limit in this area and eliminating the height variance and feels fortunate that out of the five recommendations they presented that these two are presented tonight. He continued that the Ice plant project is compatible with this area and feels the recommendation for the pitched roof is great.

Barb Crumpacker, 1015 Lakeside, Coeur d'Alene, commented that she is in favor of this request and feels more dialogue is needed regarding the design guidelines for this area. She commented that recently a survey was published by the press asking what people are concerned about in this town and the response was maintaining the character of the City and feels by approving these recommendations, it will help maintain the character of this neighborhood.

Mary Talbot, 822 E. Young Avenue, Coeur d'Alene, commented that she is in favor of this proposal and chose to live in this neighborhood because of the appeal. She added that she hopes to start a family soon and hopes that the integrity is maintained for all new families who choose to live in this neighborhood.

Gordy Hannigan – Luther, 823 Bancroft Avenue, Coeur d'Alene, commented that he moved his family here eight years ago and is in favor of this request. He explained that when he bought his home, this area was considered an affordable housing neighborhood and does not want to see that change. He added that he would like to be notified for future requests, so he can respond sooner.

Lynn Morris, 304 S. 11<sup>th</sup> Avenue, Coeur d'Alene, commented that she is concerned that developers are only thinking about their investment and not this neighborhood. She added that if you drive around this neighborhood, there are many homes being remodeled and that the neighborhood is trying to fix up the area. She commented that she had been contacted by a developer asking if she wanted to sell her home in hopes that she would agree so he could get the additional room for his project. She added that her neighbor turned him down and that this home had been selected to be on the garden tour and is beautiful. She commented that by approving these regulations, it will allow this neighborhood to thrive. She thanked the Commission for their time.

Rita Snyder, 818 Front Avenue, Coeur d'Alene, commented that she has lived here for 17 years and does not want this area to change. She added that in a previous hearing, a building was proposed to be built next to her home, dramatically reducing her property value if it had been approved. She commented that the Infill Regulations were approved to revive this area and not push people away. She commented that she feels design standards need to be developed for this area and to maintain affordable housing. She added that the condominiums planned for this area will be high-end homes not intended for people who

live and work in this area. She commented that this neighborhood has a voice and to please approve this request so their voice is not lost.

**Public testimony closed.**

Chairman Bruning commented that he appreciates all the testimony presented and that many issues have been brought forward regarding this proposal. He commented that he is in favor of these changes because for reasons stated in the Comprehensive Plan that the City protects old and new neighborhoods and feels that these changes will enforce this idea.

Commissioner Bowlby commented that she is sympathetic to this neighborhood and feels that the numerous height variance requests in the past were insulting. She explained by decreasing height and the elimination of the height variance will be a major change to help preserve the integrity of this neighborhood.

Commissioner George commented that from hearing previous testimony, has many concerns regarding the enforcement of Design Guidelines in this area, and feels that in the future, the Commission should look at providing these for this area.

Planning Director Yadon commented that last week a meeting was held between the Design Review Committee and Mark Hinshaw discussing the various design thresholds including this area. He added that when those recommendations are finalized they will be available for the Commission to review.

Commissioner Souza commented that she is sympathetic to the community and the developer and feels that communication between the City and this neighborhood is a problem. She explained that the City needs to work on a way to notify people on these issues not living within the boundaries to receive notification when these issues are presented. She commented that she is in favor of these modifications and that they should be approved. She commented that if more people had been informed of the original hearing for the Infill District and more discussion had been heard from the various neighborhoods maybe these issues would not be a concern today.

Commissioner Bowlby commented that she was concerned with a development that was in the county and called them requesting if she could be added to their mailing list so that she could be informed in the future about any up-coming hearings and that they did not have a problem with that request. She commented that maybe the city would do the same.

Commissioner Jordan commented that he feels the intent for the Infill district was to help enhance this area and agrees with the original recommendations from Mark Hinshaw in the original Infill discussion. He commented that he does not agree to lower the height in this district for reasons that would limit the design of a project but does agree to the request to remove the height variance request.

Commissioner Rasor commented that he concurs with Commissioner Jordan and feels that the requested roof pitch is fine. He commented that he feels these changes are only a "band aid" and remembers that in numerous discussions with Mr. Hinshaw, he indicated that this would be a painful process. He added that he agrees that maybe the developers need a chance to present their side for the Commission. He explained that this is an area of transition and when the original Infill regulations where proposed, felt that this was the right directions for this area.

He commented that developers want to invest money in this neighborhood, but need to have the tools available for this to happen.

Commissioner Bowlby commented that she feels this request is a new beginning for this area to be maintained as an area for affordable housing. She added that developers need to know what is affordable housing.

Commissioner Souza concurs and added that when the Ice plant project was before the Commission, she questioned the selling price for the condominiums and was told by the applicant that the estimated price would be \$200,000, and then was recently told that the price is more in the \$300,000 range.

Commissioner Jordan commented that this should not be compared to an old lumber mill which is now Riverstone and believes that these regulations were approved to revitalize this area. He feels that maybe it would be a good idea to hear from the developers and their concerns so things can be fair. He commented that he approves the elimination of the height variance, but disagrees with lowering the height limit in this area.

**Motion by Bowlby, seconded by George to reduce the allowable building height from 38 feet to 35 feet requested in Item 0-1-07a. Motion approved.**

**Motion by Souza, seconded by Bowlby, to add a design guideline requiring pitched roofs for development. Motion approved.**

**Motion by Souza, seconded by George, to approve Item 0-1-07B. Motion approved.**

2. Applicant: City of Coeur d'Alene  
Request: Adopting a mediation option as part of the zoning and subdivision regulation process  
LEGISLATIVE (0-2-07)

Deputy City Attorney Wilson presented the staff report and answered questions from the Commission.

Chairman Bruning inquired what type of situation that would require the use of this mediation process.

Deputy City Attorney Wilson explained that a subdivision approved a few years ago, Orchard Lands is a good example when this process was used. He commented that staff set up a meeting with the neighborhood and the developers and a mediator was selected to hear both sides. He added that once those concerns were heard, another public hearing was scheduled. He added that the purpose of this request is to provide another avenue for citizens to become aware of the possibility of mediation.

**Motion by Razor, seconded by Jordan, to approve Item 0-2-07. Motion approved.**

#### **ADJOURNMENT:**

Motion by Razor, seconded by George, to adjourn the meeting. Motion approved.

The meeting was adjourned at 9:30 p.m.

Prepared by Shana Stuhlmiller, Public Hearing Assistant