



# Coeur d'Alene

## CITY COUNCIL MEETING

*July 18, 2006*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

RESOLUTION NO. 06-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2006-2007, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2006:

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-2006 BUDGET	FY 2006-07 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$ 165,490	\$162,213	\$175,725	\$194,522
Administration	360,640	342,661	418,320	484,422
Finance Department	539,101	581,250	645,185	682,937
Municipal Services	734,599	814,908	947,601	1,050,227
Human Resources	217,371	191,128	221,017	231,978
Legal Department	831,395	1,014,461	1,033,390	1,082,615
Planning	359,472	412,715	432,142	521,304
Building Maintenance	351,298	362,355	335,153	420,779
Police Department	6,023,132	6,569,449	7,067,804	7,852,908
Juvenile Incentive Grant	49,157	35,748		
COPS in School Grant	53,364	46,967	317,450	154,241

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-06 BUDGET	FY 2006-07 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	68,710	49,383	24,140	24,140
Local Law Enforcement Grant	59,317	5,103	75,347	-0-
Fire Department	4,047,875	5,415,000	4,535,364	5,257,709
General Government	596,803	134,650	134,222	190,382
Engineering Services	1,805,329	1,639,410	1,170,939	1,227,829
Streets/Garage	2,044,174	2,091,973	2,537,143	2,509,592
Byrne Grant – Police Dept	74,776	68,290	38,044	77,303
Building Inspection	-0-	-0-	769,190	792,578
Parks Department	1,051,025	1,077,633	1,205,176	1,415,136
Recreation Department	643,584	661,665	689,495	727,173
City Properties	-0-	150,000	251,697	-0-
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>\$ 20,076,612</u>	<u>\$21,826,962</u>	<u>\$ 23,024,544</u>	<u>\$24,897,775</u>

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-06 BUDGET	FY 2006-07 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	821,339	825,490	872,650	976,374
Impact Fee Fund	388,934	427,519	1,972,000	2,014,920
Parks Capital Improvement	814,317	1,087,950	370,000	443,259
Annexation Fee Fund	500,000	110,000	410,000	100,000
Self Insurance	349,927	247,806	275,500	295,500
Cemetery Fund	282,617	219,712	262,332	300,482
<u>TOTAL SPECIAL FUNDS:</u>	<u>3,157,134</u>	<u>2,918,477</u>	<u>4,162,482</u>	<u>4,130,535</u>

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-06 BUDGET	FY 2006-07 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	492,656	488,343	491,711	505,592
Water Fund	3,695,175	6,786,292	9,234,473	7,291,068
Wastewater Fund	6,143,531	9,232,600	15,523,459	10,904,960
WWTP Property Management	2,400		-0-	-0-
Water Cap Fee Fund	1,559,163	2,032,150	1,400,000	1,160,000
WWTP Cap Fees Fund	493,911	2,315,043	4,234,109	1,293,611
Sanitation Fund	2,475,930	2,635,498	2,701,122	2,806,353
City Parking Fund	135,684	149,370	472,249	160,132
Stormwater Management	166,751	903,297	1,131,137	1,348,468
TOTAL ENTERPRISE EXPENDITURES:	<u>15,165,201</u>	<u>24,542,593</u>	<u>35,188,260</u>	<u>25,470,184</u>
TRUST AND AGENCY FUNDS:	699,049	581,533	732,857	916,688
CAPITAL PROJECTS FUNDS:	1,922,231	1,039,416	2,016,580	2,883,200
DEBT SERVICE FUNDS:	1,558,103	1,533,810	1,390,721	2,537,634
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$ 42,578,330</u>	<u>\$52,442,791</u>	<u>\$ 66,515,444</u>	<u>\$60,836,016</u>

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-2006 BUDGET	FY 2006-2007 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	8,618,237	9,175,976	10,477,860	11,952,434
Library Levy	813,235	819,297	856,696	961,624
Policeman's Retirement Fund Levy	152,607	153,354	152,000	152,000
Comprehensive Liability Plan Levy	50,537	50,459	50,000	108,257
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy				1,000,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$9,884,616</u>	<u>\$10,449,086</u>	<u>\$11,786,556</u>	<u>\$14,424,315</u>

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-06 BUDGET	FY 2006-07 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	6,322,353	6,592,606	9,997,709	6,751,293
Beginning Balance	27,771,553	29,764,692	17,121,297	23,073,392
Other Revenue:				
General Fund	9,902,493	11,779,302	9,976,561	10,751,848
Library Fund	14,678	19,089	16,750	14,750
Parks Capital Improvement Fund	186,276	526,134	102,200	130,000
Insurance/Risk Management	21,274	21,011	25,000	76,000
Cemetery	142,145	119,944	137,010	131,000
Annexation Fee Fund	224,972	406,750	-0-	100,000

	FY 2003-04 ACTUAL	FY 2004-05 ACTUAL	FY 2005-06 BUDGET	FY 2006-07 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	1,071,977	1,788,144	1,525,000	1,140,000
Street Lighting Fund	401,115	418,611	609,000	630,592
Water Fund	4,738,024	5,432,154	3,109,590	3,131,068
Wastewater Property Management	-0-	-0-	-0-	-0-
Wastewater Fund	5,887,460	7,156,733	13,244,290	9,815,357
Water Cap Fee Fund	821,324	932,056	750,000	835,000
WWTP Capitalization Fees	2,045,615	2,758,740	1,402,840	1,020,940
Sanitation Fund	2,656,634	2,750,512	2,701,122	2,921,836
City Parking Fund	136,861	159,268	532,000	133,000
Stormwater Management	3,466	1,135,076	1,205,182	1,258,468
Trust and Agency Funds	381,802	449,847	430,147	450,040
Capital Projects Fund	1,473,102	758,622	-0-	833,700
Debt Service Fund	1,591,772	1,341,720	1,691,648	1,312,894
<u>SUMMARY:</u>				
PROPERTY TAXES	9,884,616	10,449,086	11,786,556	14,424,315
OTHER THAN PROPERTY TAXES	65,794,896	74,311,011	64,577,346	64,511,178
<u>TOTAL ESTIMATED REVENUES</u>	<u>75,679,512</u>	<u>84,760,097</u>	<u>76,363,902</u>	<u>78,935,493</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 21, 2006 and August 28, 2006.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 5th day of September, 2006 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 18<sup>th</sup> day of July, 2006.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

# CONSENT CALENDAR



**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL  
JULY 5, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall July 5, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

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

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

1. Approval of minutes for June 20, 2006.
2. Setting the Public Works Committee and General Services Committee meeting for July 10, 2006 at 4:00 p.m.
3. RESOLUTION 06-044: 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 AUTHORIZATION TO RELEASE OPTION TO PURCHASE RIGHT-OF-WAY, FROM FAIRFIELD INN; S-6-05 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE/WARRANTY AGREEMENT FOR COEUR D'ALENE PLACE 15<sup>TH</sup> ADDITION; AND SS-6-06 FINAL PLAT APPROVAL AND ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE/WARRANTY AGREEMENT FOR THE CONDOS AT MILL RIVER
4. Agreement with Post Falls Highway District to reimburse for installation of water main.
5. Support the creation of reserved parking for Law Enforcement inside the County's parking lot on Garden Avenue, and authorize 30-minute parking signs on the

street in front of the Courthouse and authorizing the Street Department to make the signs as requested by the County.

6. SS-10-05 – Final plat approval for Stiner Addition
7. S-12-05 – Final plat approval for Bentwood Park, 7<sup>th</sup> Addition
8. SS-5-06 – Final plat approval for Coeur d’Alene Homes, 1<sup>st</sup> Addition
9. Acceptance of right-of-way on 8<sup>th</sup> Street adjacent to Library site.
10. Approval of mobile food permit at 301 Sherman Avenue for Jesse Pardeu for “The Family Hot Dog”.
11. Approval of cemetery lot repurchase from Cheri Atkin.
12. Approval of cemetery lot transfer from Elsie Probst to Jaime & Cynthia Flores

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

### **COUNCIL ANNOUNCEMENTS:**

**SKATE PARK:** Councilman McEvers reported that the BMX cyclists and skaters are coming together on the Skate Park. In regard to the existing City codes, Wes Somerton reported that he had reviewed the question posed by Councilman McEvers regarding if an ordinance could be amended to have an interim ordinance. Mr. Somerton advised the Council that a better process would be with be the relaxation of enforcement of no bikes at the skate park and the skate pad. The Council would need to adopt a resolution in order to do that and the resolution would need to go through the General Services Committee. The resolution would have a sunset clause and that at the time of the sunset the Council would review the situation to see if it worked or not, or if they wanted a change to the Code. Councilman Goodlander explained that Councilman McEvers was trying to work with the BMX cyclists in order for them to use the Skate park and that the cyclists would add features to the existing rink area at the skate park. She added that the BMXer’s would like to use the rink area and set up their own ramps in order to show the Council that skaters and BMXers can co-exist. It was initially planned to let this trial joint-use run until the end of summer to see if there were any problems. Councilman Reid asked how is this different than what had been tried before which ended up with fights between the two groups, and also are the skateboarders receptive to this and how does the Park and Recreation Commission feel about this. Councilman Edinger asked Councilman McEvers if he was going to take this issue to the Parks and Recreation Commission first. Councilman McEvers responded that he believes that if it is taken to too many subcommittees, it will be the end of summer before permission is received. Councilman Hassell explained that if it went to the Park and Recreation Commission, it would not go to General Services until the 2<sup>nd</sup> meeting in July which would mean that it would come to the Council in August. Councilman Goodlander suggested that the issue go to both General Services Committee and the Parks and Recreation Commission next Monday and then the issue could come back to the full Council at the 2<sup>nd</sup> meeting in July.

**HONORABLE MENTION:** Councilman Reid reported that she had received a copy of a letter sent to Coeur d’Alene Tribal Council Vice-Chairman Frances SiJohn from the Federal Transit Administration. The letter announced that both the Coeur d’Alene Tribe

and the City received an Honorable Mention for their Excellence in Transportation Award program.

**FRONT STREET NOW OPEN:** Councilman Kennedy announced that Front Street and 8<sup>th</sup> Street adjacent to the Library facility site have been reopened to traffic..

**4<sup>TH</sup> OF JULY ACTIVITIES:** Councilman Edinger commended the Chamber of Commerce for the parade yesterday and also the fireworks display last night.

**APPOINTMENT – PEDESTRIAN/BICYCLE ADVISORY COMMITTEE:** Motion by Edinger, seconded by Goodlander to appoint Gene O’Meara to the Pedestrian/Bicycle Advisory Committee. Motion carried.

ORDINANCE NO. 3258  
COUNCIL BILL NO. 06-1017

AN ORDINANCE OF THE CITY OF COEUR D’ALENE, VACATING PORTIONS OF UNUSED UTILITY EASEMENTS FROM THE COEUR ADDITION AND THE COEUR FIRST ADDITION, RECORDED IN BOOK “E” OF PLATS, PAGE 104, AND BOOK “E” OF PLATS, PAGE 197, RESPECTIVELY, AND, KOOTENAI COUNTY RECORDED INSTRUMENT #599428, RECORDS OF KOOTENAI COUNTY, COEUR D’ALENE, KOOTENAI COUNTY, IDAHO; ALL IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, LYING WITHIN LOT “A”, BLOCK 1 OF THE PLAT OF CROWN ADDITION, RECORDED IN BOOK “J” OF PLATS, PAGE 228, RECORDS OF KOOTENAI COUNTY, IDAHO, AND, LOT 2, BLOCK 1, EATON ADDITION, RECORDED IN BOOK “J” OF PLATS, PAGE 25, RECORDS OF KOOTENAI COUNTY, IDAHO, REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Hassell to pass the first reading of Council Bill No. 06-1017.

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

Motion by Kennedy, seconded by Edinger to suspend the rules and to adopt Council Bill No. 06-1017 by its having had one reading by title only.

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

## **PUBLIC HEARING – O-6-05 – DOWNTOWN DEVELOPMENT**

**REGULATIONS:** Mayor Bloem read the rules of order for this legislative public hearing. Dave Yadon, City Planner, and Mark Hinshaw, consultant, gave the staff report.

Mr. Yadon recalled the process by which these regulations have been developed beginning with direction from the City Council to prepare such regulations, the Planning Commission's work on the regulations and the public hearings and workshops conducted by the Planning Commission.

He reported that over 230 mailings were sent with 8 responses - 4 in favor, 2 opposed, 2 neutral. Written responses were distributed for Council review. He noted that the minutes from the Planning Commission have been distributed for Council review as well.

Councilman Reid commented that the floor area ratio increased significantly, noting it is now at 4 for residential and non-residential and a total of 6 with bonuses and we were at 2 and 4. Dave Yadon noted that the Planning Commission, following several workshops and public hearings, determined that they wanted to simplify the distinction between residential and non-residential, so they raised the base level from 3 to 4 to better address what exists today if one had a Special Use Permit within the R-70 zoning requirements. Councilman Reid asked if this change now brings the proposed regulations more in line with what could be done today with a Special Use Permit. Dave Yadon responded yes.

Councilman McEvers asked for an explanation of the requirements regarding outdoor sales such as rental of equipment – is that aimed at the bicycle vendor or boat vendor. Dave Yadon responded the regulations are aimed at trying to produce a pedestrian environment and it is not the intent to fill space with outdoor sales. Councilman McEvers then questioned the bonus relating to public art and the appraised value process of the art feature. Consultant Mark Hinshaw explained the reason that was put in the regulations was to get the Planning Commission out of determining what is art – it would take an art appraiser to create the value of a piece of art and if it is truly art. Councilman McEvers then referred to the water feature bonus as it doesn't address a value being established for a water feature. Mark Hinshaw responded that it is easier to determine the value in using the construction cost for the water feature and which documentation would have to be presented to the Planning Commission in order to receive a bonus. Councilman McEvers questioned work force housing and how are we going to put value on this. Mark Hinshaw responded that the value is irrelevant since it is square foot for square foot. What the City does need to look at is the definition of the median income level that might change over time as the median income level changes. Councilman McEvers commented that the most value seems to be for 10 sq. ft. for art, water feature, public day care, public plaza which is worth more than work force housing – so does that mean work force housing is less valued than all the other features. Mark Hinshaw believes these are relatively fairly small features but housing takes a large amount of area so when you do the math, work force housing does receive more value. He also recommended that the Council work with the proposed regulations for a while and then look at the values to see if they want them amended. Councilman McEvers next addressed the parking ratios, and

referring to restaurants/retails, asked if the intent is that these type of businesses don't have to provide parking. Mark Hinshaw noted that there are several small businesses in the downtown area and we have a lot of smaller lots and there is ample on-street and common parking, so these regulations recognize that the City has an ample, common supply of parking and you don't want to hamper small businesses from succeeding in the downtown area. He added that you get a lot more efficiencies in parking when you have a lot that is shared and that there is a benefit of shared parking facilities since they don't need as many parking spaces. Councilman McEvers asked about parking requirements and when existing buildings are exempt. Dave Yadon noted that this is an existing regulation today in that if you use an existing building you don't have to provide parking if the ownership of a building changes.

Councilman Edinger asked John Bruning, Chairman of the Planning Commission, that with these new regulations, his concern has always been of a wall on Front Street or in the downtown area blocking out the view Tubbs Hill or the view of the lake. He noted that in light of this the set backs have been reduced to 10 feet and so he wanted to know, from the Chairman, how this 10-foot setback affects the downtown. John Bruning first addressed the philosophical intent of this ordinance and one of their main concerns was the wall effect of the proposed regulations. He noted that the proposed regulations are not just height development regulations for the downtown area. He added that the regulations limit the square footage and the towers that may be built, in that they have a certain distance of separation and also there is a set back at certain levels of height. He noted that what they tried to obtain with the setbacks was to avoid a solid wall of buildings on both sides of a street and so by having setbacks of 10 feet above 75 feet of building height, they would accomplish that goal. The overall purpose of the ordinance was the preservation of the views that we have and what we all enjoy but also to increase the downtown population which is one way to keep the businesses thriving and the Commission feels that this was a good balance of preserving the views while guaranteeing the success of the downtown area.

Councilman Kennedy inquired In regard to the 10 from 20 feet setbacks, will a balcony have an impact on the views and vistas. Mr. Bruning responded that a balcony could extend out 4 feet and it would not impede the view as a solid wall would. Councilman Kennedy further asked if Mr. Yadon felt that the change from 75 feet to 50 feet between buildings and the change from 20 feet of setback to 10 feet is workable. Mr. Bruning believes that it will work. Councilman Kennedy then asked to have an example of a 75 foot building. Mr. Bruning responded that the Coeur d'Alene Mines building is very close to 75 feet and an example of a 200 foot building would be the Coeur d'Alene Resort which is at 205. Councilman Kennedy then clarified that no building will be constructed taller than the Cd'A Resort. Councilman Kennedy asked why was I-90 determined to be the work force housing border. John Bruning responded that depending on what comes out in the work force housing study, the boundary can be amended to correspond with the study. In response to why that border, Mr. Bruning responded that some of the Planning Commission members would like it to be throughout the city and other members felt it should be concentrated to the downtown area. So the Commission felt that the I-90 border would allow a good radius which would allow housing to be built

in a larger area of the City and still be within walking or biking distance to downtown. Councilman Kennedy commented that some of the Spokane television news programs mentioned that some of the building bonuses could be purchased but he believed that these regulations were taken out. John Bruning confirmed that yes, purchasing bonuses was taken out of the regulations and is no longer included as an option.

Councilman Hassell noted that the regulations authorize the Planning Director to allow up to 20% design departure and asked what elements could be increased by 20%. Dave Yadon responded that it is only building bulk which has to do with floor size, tower separation and only those other items that deal with building bulk are allowed for design departure. Councilman Hassell voiced his concern that he could see how this departure could be used for creative architecture but it also could be abused as a creative way of getting additional building bulk.

Councilman Kennedy asked Dave Yadon what are the two types of design departure. Dave Yadon responded that the Planning Commission felt that minor departures could be handled by the City Planner and major departures would need to be reviewed by the Design Review Commission in order to make sure that the public purposes are being met. John Bruning noted that this is only for building bulk.

Councilman Reid asked about adding on to an existing building, when they reach the 75 foot level they have to set back 10 feet but would they be able to build up. Dave noted that the Floor Area Ratio (FAR) is used for the overall facility size which includes the original footprint

Councilman Goodlander addressed the issue of parking space sizes and questioned reducing the space size from 9 x 20 to 8 x 18 and asked for an example of parking garages. Dave Yadon responded that the principle goal is to provide efficiency in the downtown area and 8 x 18 can be used for parking vehicles although it may require some maneuvering of the larger vehicles but this size is being used successfully. He added that a developer can provide for larger stalls but this provides for more flexibility for the developer to provide the necessary in-building parking requirements. In regard to the public art process Councilman Goodlander noted that the regulations require that art work go through the Arts Commission process and that is quite an involved process and it potentially takes the art choices out of the hands of the developers. She asked if we were going to change these regulations; for example, a developer has a piece of art they want in the building but if it goes to the Arts Commission it would need to go through an RFQ (Request for Qualifications). Dave Yadon responded that what Councilman Goodlander was talking about was creating a piece of public art; however, what the Planning Commission wanted from the Arts Commission was to have the Arts Commission buy off on a particular piece of art in order to add bonuses for the artwork. Councilman Goodlander then asked if Mr. Yadon could see that this would work with our existing Arts Commission. Mr. Yadon responded that, yes, this would be a role that the Arts Commission could do which would be to review the proposed pieces to determine if it is truly art.

Councilman Hassell commented that when Dave Yadon was talking about certain streets being used for certain setbacks, why was it only Sherman Avenue being addressed in this piece of regulation. Dave Yadon responded that when the Consultant looked at the existing view corridor, and Sherman has a drop of 10 feet per block and has the view of Mica Peak and City Park, the other streets do not have any existing views so that is why Sherman was included. Councilman Hassell noted that if you look down Lakeside you can see the City Park. Mark Hinshaw responded that Lakeside was just not discussed. He noted that after people had expressed their concern of seeing Tubbs Hill and since Sherman is our signature street, the views must be preserved on Sherman. He noted that it is up to the Council if other streets should be included in the view and vista requirements.

Councilman Kennedy noted that one of the issues that has been raised about the density of downtown is increased traffic downtown and asked if the consultant would address these issues and the impacts that will be based on the new regulations. Mark Hinshaw reported that as part of the research they looked at a number of things, parcel size, ownership, functionality of buildings and what were the possibilities of redevelopment. It was determined there are a couple of dozen sites that are feasible for redevelopment over a period of time. It is not unreasonable to expect that over a decade or so you will see approximately 1,000 residential units which do not really generate peak hour traffic. What generates peak hour traffic is commercial business.

Dave Yadon noted that the document presented tonight is the proposed regulations and, if approved tonight, the Legal Department will put the proposed regulations into codified format and a Council Bill will be presented at a later Council meeting.

**PUBLIC COMMENTS:** Tom Anderson, 814 Cd'A Avenue, believes that the tall buildings will negatively impact his home and his neighbors. He had presented some signatures to the Planning Commission from his neighbors and he presented the petition to the Council with the same signatures. He believes that because of possible shadows, it will create a negative impact with these regulations. He also believes that 230 notices were not enough and a 200-foot building could cast an 800-foot shadow at certain times of the day and certain times of the year. He noted that the Planning Commission ignored his opinion and the signatures of his neighbors. He believes that no building should be constructed more than 80 feet. He wanted to know why the Planning Commission listened to a small number of developers vs. his neighbors. He questioned the change in the floor area ratio and the changes in bonuses and believes that when there was a delineation of residential and nonresidential development, it was to encourage more residential construction in the downtown area. However, the Planning Commission at the request of the developers, wiped out the distinction which defeats the encouragement for residential housing in the downtown area. Another change was the elimination of the bonus contributions for additional heights above 160 feet. He believes that purchasing extra height was a limitation that the developers didn't want since it would cost them a couple \$100,000 but by changing these regulations the City has given away the ability to restrict buildings to only 160 feet and believes that the prior regulations should be reinstated. He also believes that the distance between buildings reduces the view corridors. Regarding parking spaces, he noted that with the smaller parking spaces it

would be extremely difficult to get out of a car with these smaller parking spaces at 8 feet since the width of a larger car is 7 feet. He believes that the reduced parking spaces were for the benefit of the developer. He urged the Council to reconsider the downtown regulations and reduce the size of these buildings and he doesn't believe that the Council needs to make a decision tonight and urged that the regulations be referred back to the Planning Commission to reduce the overall size of the building heights. He added that there is no transition zone in the downtown area where you can have a 200-foot high building next to a single family residence.

Susan Snedaker, 821 Hastings, In regard to heliports as principal use, she does not believe that heliports belong in the City unless it is for medical purposes. In reference to "Features" on page 8, she noted that day care is listed as well as a health club as bonus features. Daycares come and go and health clubs come and go, so how is the City going to validate that these features continue. She believes that the first three features should be eliminated from bonuses since the City has a hard enough time enforcing current regulations. In regard to work force housing, she does not believe that they all belong south of the freeway but believes if you are going to have work force housing you have to have it within walking distance to amenities. Additionally, she noted that there are no design standards for workforce housing. She noted that in order to insure the integrity of the downtown features you need good design standards. Also, she questioned if work force housing is for low income wage earners or about livable wage earners and are we talking about rentals. She believes that the median income is skewed by high-end wage earners. The parking ratio for senior housing – what is going to insure that senior housing is there forever. Ms. Snedaker believes that the draft has been substantially improved from the first draft and believes it is workable. She also believes that work force housing needs to be placed along all major arterials and not just placed in one area.

Art "Mackamer" noted that he was a land use and real estate attorney and did not give an address but noted that he is now a property owner in the downtown area. He suggested that the thrust of this ordinance is to create a downtown area and although he has not lived in Cd'A he has lived in areas that have seen growth. He encouraged the Council to send it back to the Planning Commission to further review the bonus features if the Council truly wants to see the downtown with certain features such as art work or waterfalls. Instead of the City having to talk to a developer one at a time, he believes that several developers could talk together before approaching the City. For example, if one developer doesn't need all his square footage he could give it to another developer or, in other words, the developers can "horse trade" bonuses before they come to the City. He believes that as the City develops it is going to crunch the available parcels and in order to avoid that one can have one developer who puts in a 20-foot setback instead of a 10-foot setback and another developer could buy that setback from the developer. Also the City could encourage shared parking with a parking garage because the developer could sell the parking to other developers to use. It would provide an incentive for the developer to provide a bank of amenities to be made available and be sold to other developers. Lastly, at the State legislature this year there was a signature petition for a regulatory takings ordinance that would mirror Oregon's regulations that would make the



City pay developers for taking away their ability to develop their properties as they would want.

Janet Robnett, a downtown business owner, addressed three items. First, in reference to the change in the FAR's, she asked why were those increased. She noted that in fact, the base level FAR is comparable to the existing regulations today, so that base level is reasonable to allow an owner to do what they can do today. The regulations are for height and bulk and what has been discussed is the issue of uses – but these regulations are about height and bulk. She knows that there has been discussion about not facilitating more residential development; however, in the current regulations you can have unlimited commercial construction but these regulations increase the demand for more residential high rises, and she believes that these regulations do not address the issue where you have residential uses without having jobs for the people. Therefore, she was glad to see that the Commission got away from those uses and focused more on height and bulk. She believes that the City could be comfortable with these regulations because they do not increase the FAR or the actual height of the buildings but they do establish the ability to be creative when addressing height and bulk.

Carol Goetzman, 1045 N. 8<sup>th</sup> St. wanted to add her name Mr. Anderson's list. She believes that not enough notices went out because these high rises will create a major change in their life styles. She believes that there is some compatibility with high rises but the closeness does not create a small town image. She encouraged the Council to consider this a little longer before turning these proposed regulations into an ordinance.

**COUNCIL DISCUSSION:** Councilman Edinger asked John Bruning to respond to Mr. Anderson's statement that he was at a quite a few of the Commission's meetings and that his comments were ignored by the Commission. John Bruning noted that he was sorry that Mr. Anderson felt he was being ignored because he believes that the Planning Commission listened to everybody that came before them. In regard, to the parking space sizes, Mr. Bruning noted that is an option for the developer and believes that not all spaces will be one size, some will be made for smaller for compact vehicles and some will be constructed for larger vehicles. He added that these regulations provide for flexibility. Councilman Edinger, in regard to work force housing, questioned if what is being said is that the people who live from the freeway south are, as referenced during the school bond election by the School Superintendent, is the poor area of Coeur d'Alene. Is that what the Commission is saying because he lives in this poor area of Coeur d'Alene and noted that his property assessment went up a lot more that some people who live north of the freeway. John Bruning responded that the Planning Commission does not say that the area south of the freeway is the poorer area of town, what they believe is that they needed to designate an area close to the downtown within walking distance to their work. He also noted that the overall area south of the freeway is a fairly large area and so he does not believe that the regulations are "cramming" work force housing into this area. The intention was to provide easy access to those people that walk or ride to the downtown area as commuting can be an expensive means of transportation. He also noted that the freeway was an easy geographical area to define. Mayor Bloem noted that

the workforce housing noted in the regulations is for basing the bonuses in the downtown area and that workforce housing could be developed anywhere in the City.

Councilman Reid commented that there is a lot of concern that this ordinance will make the entire downtown into high rises. How do the present regulations limit height? Dave Yadon responded that currently there are no height limitations in the downtown area. Councilman Reid then noted that this ordinance sets a limit on height which we currently do not have. Councilman Ried commented that Mr. Anderson spoke about transition zones. Mark Hinshaw responded that actually the transition zones had been previously established by enacting the infill district a year and a half ago.

Councilman McEvers commented that Susan Snedaker noted the issue of childcare and health clubs as bonus features. Mr. Hinshaw responded that the developer must make up the deficit if these bonus features move out. It doesn't mean that another owner could start another day care or health club. But the owner must provide the math to equal the numbers needed for the bonus features. Councilman McEvers then asked about the public hearing notices, how do they get distributed. Dave Yadon responded that the notices were sent 300 feet outside of the boundaries as well as notices were sent to those owners within the proposed boundaries. Also workshops were held throughout the City. He also noted that technically notices were not required to be mailed out for this public hearing.

Councilman Edinger stated that it had been suggested that maybe this should be sent back to the Planning Commission. He asked Dave Yadon what he thought the Commission's reaction would be. Dave Yadon responded that he would speculate the Commission would say that they have spent a great deal of time over the past year and unless there are significant issues, there isn't much more input that could be made; however, the Planning Commission is always willing to do what is requested of them by the Council.

Councilman Reid, in regard to traffic, noted it has been alluded that traffic is a concern and asked Mr. Yadon to explain what goes on with traffic patterns and with pre-planning, the traffic study which is in place and when a building permit comes in. Dave Yadon responded that he would do his best to take on the role of City Engineer Gordon Dober and stated that a lot of things go into the transportation plan, such as analysis of traffic and trip generation, based on land uses, and also what is needed to provide for safe transportation throughout the city. He added that this was also done as part of the impact fee study to determine the base level of service of expected transportation needs so developers can be charged a fee based upon what their impact would be with today's standards. In addition he noted that Mr. Dobler could also acquire a project with suspected significant traffic impacts to do a traffic study and fund improvements that might be necessary to address identified impacts. He also noted that Mr. Dobler had stated similar observations to what Mr. Hinshaw had stated on trip generation. Councilman Reid also noted that the City does look at traffic flow and traffic is not just looked at within the City of Coeur d'Alene but throughout the County through the KMPO organization.

Councilman Goodlander asked Dave Yadon if we need to study these regulations some more and asked him to talk about what the process has been over the past year and who has been involved in this process. Mr. Yadon reported that at the beginning of the process, Mark Hinshaw worked with a steering committee of citizens that represented a broad perspective of citizens including business, people involved with the shoreline features, former councilman, and area residents. Mr. Hinshaw then brought a broad perspective of what he believed were objectives needed for the regulations. Once these regulations were set, the steering committee held several workshops with the largest being a workshop with over 100 people in attendance. The Planning Commission also held public hearings. He concluded that there had been a significant number of opportunities for the community to learn what regulations were being proposed. Additionally he noted that articles were provided by both local newspapers and well as having this issue addressed on the Mayor's television show.

**MOTION:** Motion by Reid, seconded by Goodlander to direct staff to put the proposed Downtown Development regulations in ordinance form.

**MOTION TO AMEND:** Motion by Hassell, seconded by Kennedy to amend the main motion by adding Lakeside Avenue to the upper level set back regulations.

**DISCUSSION ON AMENDMENT:** Councilman Hassell explained that the reason he would want to add Lakeside Avenue is because he believes that it is important to keep the asset of Lakeside in the downtown area the same as Sherman Avenue since Lakeside replaced Sherman as the main arterial. Councilman McEvers asked how did Lakeside Avenue become the main arterial instead of Sherman. Councilman Reid noted that the Highway business route was taken off of ITD's list as a alternate route. Councilman Hassell commented that he believes that Lakeside is the main route through town. Councilman Goodlander countered that oversized vehicles use Sherman Avenue and not Lakeside as the alternate route. Councilman Reid added that one does not see the park on Lakeside until maybe 2<sup>nd</sup> Street as Lakeside Avenue is flatter than Sherman. Councilman Hassell responded that he is looking out 20 years and believes that this should be a view corridor even if you can't see the park from the Post Office. Councilman Goodlander countered that, irregardless, the Planning Commission has spent a long amount of time looking at these details and the Council would be remiss in second guessing the Planning Commission. Councilman Edinger asked if this addition would constitute a substantial change to the proposed regulations. Wes Somerton responded that it would not.

Councilman Kennedy noted that the reason he seconded the motion was for discussion. He commented that Mark Hinshaw said that Lakeside was not really addressed so he asked if Lakeside was discussed or not. Dave Yadon responded that he could not recall if it was discussed, but Lakeside does not have the same drop as Sherman in that the drop is greater and more consistent on Sherman than on Lakeside. However, he does not recall a specific photo from Mark Hinshaw of Lakeside Avenue. John Bruning added that he and Planning Commission member Mary Sousa could not recall ever discussing Lakeside Avenue for setbacks. Councilman Kennedy then asked if it would negatively and/or materially impact the regulations to add Lakeside to the setback regulations. Councilman

Edinger believes that from 7<sup>th</sup> Street looking west, you really don't get the impact of the park on Lakeside Avenue until you get to 4<sup>th</sup> Street. He added that you get part of Cd' A North and the trees. Councilman McEvers announced that he was going to support the amendment because he could see where Councilman Hassell was coming from because if Lakeside was developed up to 75 feet all the way up Lakeside, it would need some setback requirements.

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

DISCUSSION ON MAIN MOTION AS AMENDED: Councilman McEvers announced that he was going to support the proposed regulations in that it was a step in the right direction and, although it is not ideal, believes that the Council will be moving and changing these regulations as time goes on. He promised Mark Hinshaw that he will be calling him if it doesn't work. He also thanked the Commission for all their time and work. Councilman Hassell agreed but he still has some problems with the parking stall size and maybe down the road the Council could further discuss this and possibly maybe narrow the corridor between buildings. He commented that since we have nothing in place currently, we need to put something in place that the Council could amend as the years' progress. Councilman Kennedy echoed Councilmen McEvers and Hassell comments. He believes that it would be great to take a snapshot of time and leave it as it is, but the city is different today from when he moved here 15 years ago, and it will be different twenty years from now. Also, he has heard the fear of height and since we currently have no limits on height, this would be a good compromise to protect the views and vistas for the downtown area.

ROLL CALL ON THE MAIN MOTION AS AMENDED: McEvers, Aye; Reid, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

**ADJOURNMENT:** Motion by Edinger, seconded by Reid that, there being no further business, the meeting is adjourned. Motion carried.

The meeting adjourned at 8:07 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 06-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LEASE AGREEMENT WITH CINGULAR WIRELESS FOR EQUIPMENT PLACED ON THE PRAIRIE STANDPIPE; APPROVAL OF SS-11-05 – ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE/WARRANTY AGREEMENT FOR LONE PINE ADDITION AND BID AWARD AND APPROVAL OF A CONTRACT WITH HAP TAYLOR & SONS, INC. FOR THE ATLAS/ KATHLEEN SIGNAL PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits “1 through 3” and by reference made a part hereof as summarized as follows:

- 1) Approval of a Lease Agreement with Cingular Wireless for equipment placed on the Prairie Standpipe.
- 2) Approval of SS-11-05 – Acceptance of Improvements and Maintenance/Warranty Agreement for Lone Pine Addition;
- 3) Bid Award and Approval of a Contract with Hap Taylor & Sons, Inc. for the Atlas/ Kathleen Signal Project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 3" 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 18<sup>th</sup> day of July, 2006.

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

ATTEST

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

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

ROLL CALL:

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

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

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

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

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

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

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

**Finance Department  
Staff Report**

**Date:** July 10, 2006

**From:** Troy Tymesen, Finance Director

**Subject:** Lease Extension and Amendment with Cingular Wireless for antenna equipment on the Prairie Standpipe on Wilbur Avenue.

**Decision Point:** To approve the lease extension and amendment with Cingular Wireless.

**History:** The City contracted with AT&T Wireless in July of 2000 for equipment to be placed on the Prairie Standpipe. The initial lease term was 5 years with the possibility 5 additional 5 year terms. Cingular Wireless has acquired AT&T Wireless.

**Financial Analysis:** The original lease contract with AT&T Wireless was for \$900.00 per month with a 4% annual escalation. After the initial 5 year period the rent would be negotiated not to exceed a 15% increase over the next 5 year period or a maximum of 3% per year. The termination fee was set at 6 months of the current rent.

**Performance Analysis:** The new lease extension and amendment states that the rent will begin at \$842.30 per month. The guaranteed rent period is 48 months. This did not exist in the previous contract and Cingular states that without the rent adjustment the lease could be terminated because of the duplicate antenna locations in this area. The future rent increases are 10% every 5 years. These are the only significant changes.

**Decision Point/Recommendation:** To approve the lease extension and amendment with Cingular Wireless.

Cell Site No: N123386 / HAYDEN LAKE\_22654  
Site Address: 710 West Wilbur, Coeur d'Alene, ID 83814

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("First Amendment") dated as of the date below is by and between City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, with a Tax ID# of 82-6000176, having a mailing address at 710 East Mullan Avenue, Coeur d'Alene, ID 83814 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services of Idaho, Inc., an Idaho Corporation d/b/a AT&T Wireless Services, having a mailing address at 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated August 10, 2000; whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 710 West Wilbur, Coeur d'Alene, ID 83814 ("Agreement"); and

WHEREAS, Landlord and Tenant desire to extend the terms of the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Landlord and Tenant desire to modify, as set forth herein, the Tenant's obligations to pay Rent to Landlord for a Rent Guarantee Period; and

WHEREAS, Landlord and Tenant, in their mutual interest, further wish to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

- Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of 60 months ("New Initial Term"), commencing on July 1, 2006. The Term will be automatically renewed for up to 5 additional 60 month terms (each an "Extension Term") without further action by Tenant.
- Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Tenant may terminate the Agreement at any time with 30 days prior written notice to Landlord; provided, that Tenant pays to Landlord an amount equal to 12 months of the then current Rent.
- Modification of Rent.** Commencing on July 1, 2006, the Rent payable under the Agreement shall be \$842.30 monthly, and shall continue during the Term, subject to adjustment as provided below.

Landlord Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_



4. **Modification of Tenant's Obligation to Pay - Rent Guarantee.** Notwithstanding Tenant's obligations to pay Rent set forth under the Agreement, for a 48 month period commencing July 1, 2006 and ending June 30, 2010 ("Rent Guarantee Period"), Tenant hereby agrees that Tenant's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Tenant. Notwithstanding the foregoing, if Landlord exercises any of Landlord's rights to terminate the Agreement, if any, Tenant will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination.

5. **Future Rent Increases.** The Agreement is amended to provide that commencing on July 1, 2011, Rent shall be increased by 10.00% and every 5 years thereafter by 10.00% of the then current Rent.

6. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this First Amendment and the underlying Agreement and, prior to execution of the First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of the First Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following: NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows: As to Tenant, New Cingular Wireless PCS, LLC, c/o Network Real Estate Administration, Cell Site # N123386, Cell Site Name HAYDEN LAKE, 6100 Atlantic Boulevard, Norcross, Georgia 30071, with a copy to Cingular Wireless Attn.: Legal Department, Re: Cell Site # N123386, Cell Site Name HAYDEN LAKE, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, 710 East Mullan Avenue, Coeur d'Alene, ID 83814. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

8. **Other Terms and Conditions Remain.** The Agreement is amended to incorporate all the provisions set forth on Schedule I attached hereto. In the event of any inconsistencies between the Agreement, and this First Amendment, and the provisions set forth on Schedule I, the terms of this First Amendment and Schedule I shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

Landlord Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

**LANDLORD:**

City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, with a Tax ID# of 82-6000176

**TENANT:**

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax Id \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date \_\_\_\_\_

**WITNESSED BY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I**

**TO**

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

Additional Lease Terms and Conditions

The Agreement is amended to include the following terms and conditions:

1. Expansion of Permitted Use: Landlord hereby agrees, at the direction of Tenant, to allow the Tenant to modify, supplement, replace, upgrade, expand or refurbish the equipment related to the Communication Facility, increase the number of antennas thereon or relocate the Communication Facility within the leased Premises at any time during the term of this Agreement, and Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this section, Tenant may terminate this Agreement and shall have no further liability to Landlord.

Landlord Initial: \_\_\_\_\_

Tenant Initial: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

**CORPORATE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 200\_\_\_\_, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the \_\_\_\_\_ [title] of \_\_\_\_\_ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

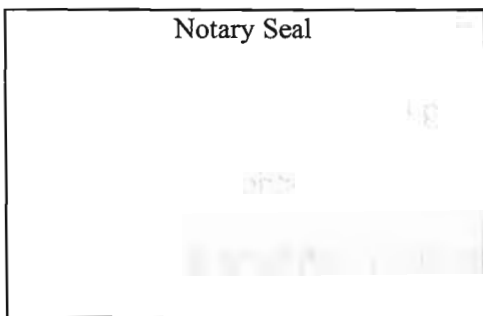
My Commission Expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 18, 2006  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Lone Pine Subdivision: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

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**DECISION POINT**

Staff is requesting the following:

1. City Council acceptance of the installed public improvements at the Lone Pine subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: Michael D. Suttter  
PO Box 3563  
Hayden, ID 83835
- b. Location: West side of 15<sup>th</sup> Street, between Lunceford Lane & Highwood Drive.
- c. Previous Action:
  1. City Council, December 2005, final plat approval w/ subdivision agreement & security.

**FINANCIAL ANALYSIS**

The developer previously furnished cash security in the amount of \$15,268.00 to insure the installation cost of the required subdivision improvements. This existing security will be reduced to \$1,388.00 to serve as the maintenance/warranty security, and, held until July 2007 to insure the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. The City maintenance will be required to start after the one (1) year warranty period expires on July 18, 2007.

**DECISION POINT RECOMMENDATION**

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of July, 2006 between Michael D. Switter, whose address is PO Box 3563, Hayden, ID 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of the Lone Pine subdivision, a two (2) lot residential development in Coeur d'Alene, situated in the Northeast Quarter of Section 1, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

### IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the plans entitled "Fifteenth Street Improvements", signed and stamped by Troy Gilbert, PE # 10001, and, dated November 15, 2005, including but not limited to: asphalt paving, storm drain system (swales w/ drywell), curb & gutter, curb drops w/ aprons, sidewalk, pedestrian ramp, standard driveway w/ culvert, sanitary sewer & water lateral services, and miscellaneous pavement patching as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, in the amount of One Thousand Three Hundred Eighty Eight and 00/100 Dollars (\$1,388.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 18<sup>th</sup> day of July 2007. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

EXHIBIT "2"

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

**City of Coeur d'Alene**

**Developer**

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

  
\_\_\_\_\_  
Michael D. Suitter


ATTEST

\_\_\_\_\_  
Susan Weathers, City Clerk

EXHIBIT "2"



# CITY COUNCIL STAFF REPORT

**DATE:** July 18, 2006  
**INITIATED BY:** Richard Suchocki, Project Manager   
**SUBJECT:** Approval of Low Bidder Atlas/Kathleen Signal Project

---

## DECISION POINT

Staff is requesting City Council approval of Hap Taylor & Sons Inc. as low bidder for the Atlas/Kathleen Signal project.

## HISTORY

The City received two responsive bids for the Atlas/Kathleen Signal project.

MDM Construction Inc.	\$376,608.00
Hap Taylor & Sons Inc.	\$309,034.00
Engineer's Estimate	\$284,000.00

## FINANCIAL ANALYSIS

The Atlas/Kathleen Ave Signal Project will be paid with impact fees.

## PERFORMANCE ANALYSIS

The city received good bids this year. The increase above the engineer's estimate is due to increases in asphalt prices and cost to install the signal.

## SUMMARY / RECOMMENDATION

Staff recommends a motion to approve Hap Taylor & Sons Inc as low bidder and to enter into a contract for the Atlas/Kathleen Signal.

## CONTRACT

THIS CONTRACT, made and entered into this 18<sup>th</sup> day of July, 2006, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **HAP TAYLOR & SONS, INC., dba WINKLER MATERIALS & CONSTRUCTION**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at PO Box 2047, Coeur d' Alene, Idaho 83816, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **Atlas / Kathleen Signal Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

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

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Three Hundred Nine Thousand Thirty Four Dollars and No/100's (\$309,034.00)**.

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 60 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal

corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.

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

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

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

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

The term "CONTRACT DOCUMENTS" means and includes the following:

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

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

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

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

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

**CONTRACTOR:**  
Hap Taylor & Sons, Inc., dba Winkler Materials  
& Construction

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


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

ATTEST:

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



# CITY COUNCIL STAFF REPORT

**DATE:** July 18, 2006  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** **Acceptance of Sanitary Sewer Easements for Holiday Inn Express on Seltice Way**

---

## **DECISION POINT**

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

## **HISTORY**

The construction of the Holiday Inn Express by Glacier Partners on Seltice Way, required that they connect into the existing sanitary sewer that was located off-site in the new Riverstone development. Connecting into the sewer in this location required the need for easements since it was off of their property and not located in public right-of-way.

## **FINANCIAL ANALYSIS**

There is no financial impact on the City for the acquisition of the easements.

## **PERFORMANCE ANALYSIS**

The Glacier Partners group has secured the necessary easements, the appropriate parties involved have signed them, and they are now in recordable form. After acceptance by the City Council, the City Clerk's office will proceed with the recordation of the documents.

## **RECOMMENDATION**

Accept the furnished easements and direct staff to proceed with the recordation.

## SANITARY SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Glacier Partners, with Charlie Nipp, Partner, whose address is 700 Ironwood Drive, Suite 300, Coeur d'Alene, ID, 83814, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached Exhibits "A" and "B"

The GRANTORS further agree to keep the easement clear of all buildings, structures, and other obstructions. The GRANTORS agree that all underground facilities installed by or for the GRANTEE shall remain the property of the GRANTEE, removable by the GRANTEE at its option.

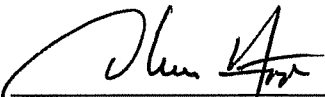
Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the GRANTEE shall repair and restore them to their original condition at the expense of the GRANTEE.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the GRANTEES and GRANTORS heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

**IN WITNESS WHEREOF**, the GRANTORS have caused this instrument to be executed, this 5<sup>th</sup> day of July, 2006.

Glacier Partners

  
By: Charlie Nipp, Partner



STATE OF IDAHO            )  
                                  ) SS  
COUNTY OF Kootenai    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public, personally appeared Charlie Nipp, known to me to be a Partner, of Glacier Partners, and the person who executed the foregoing instrument on behalf of said partnership, and acknowledged to me that such partnership 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: \_\_\_\_\_

Project: 20-05-092  
Date: May 24, 2006

### SANITARY SEWER EASEMENT A

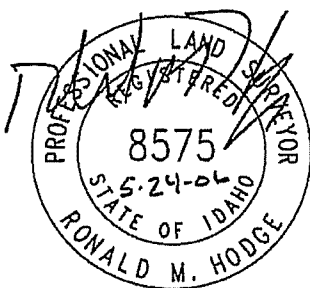
An easement for sanitary sewer purposes over, under and across that part of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of 'New Parcel 3A' as shown on Record of Survey recorded September 8, 1994, as Instrument No. 1369277, Records of Kootenai County, Idaho;

thence South  $00^{\circ}15'29''$  East (Record = South  $00^{\circ}14'23''$  East), along the Westerly boundary of said 'New Parcel 3A', a distance of 624.57 feet to the Southwest corner of said 'New Parcel 3A';  
thence South  $76^{\circ}41'26''$  East along the South line of said 'New Parcel 3A', a distance of 423.05 feet;  
thence 60.40 feet Southeasterly, along a non-tangent curve, concave to the Southwest, having a radius of 1,096.28 feet, a delta angle of  $03^{\circ}09'24''$  and a chord that bears South  $75^{\circ}06'42''$  East, along said South line, to the POINT OF BEGINNING;  
thence 60.40 feet Northwesterly, along last described curve;  
thence North  $76^{\circ}41'26''$  West, along said South line, a distance of 53.51 feet;  
thence North  $01^{\circ}19'54''$  West, a distance of 308.98 feet;  
thence North  $88^{\circ}40'06''$  East, a distance of 20.00 feet;  
thence South  $01^{\circ}19'54''$  East, a distance of 304.05 feet;  
thence South  $75^{\circ}09'41''$  East, a distance of 130.35 feet;  
thence South  $01^{\circ}01'02''$  West, a distance of 10.92 feet to said South line;  
thence 36.95 feet Northwesterly, along a non-tangent curve, concave to the Southwest, having a radius of 1,096.28 feet, a delta angle of  $01^{\circ}55'52''$  and a chord that bears North  $72^{\circ}34'04''$  West, along said South line to the POINT OF BEGINNING and there terminating.

END OF DESCRIPTION

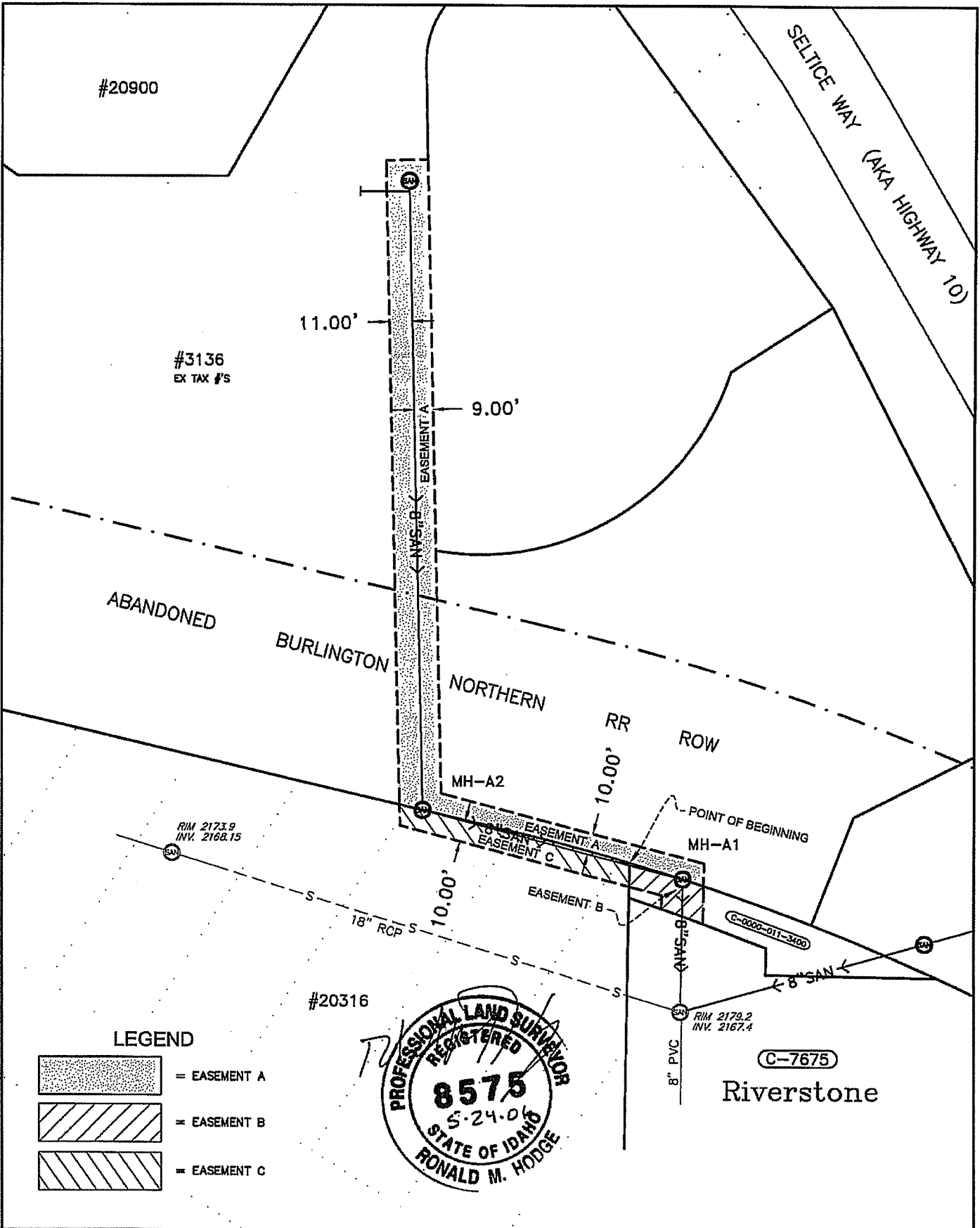
Prepared by:  
J-U-B ENGINEERS, Inc.  
Ronald M. Hodge, P.L.S.




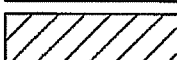
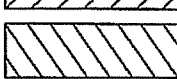
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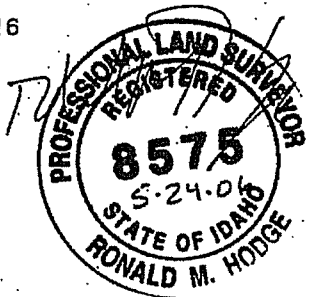
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EXHIBIT "A"



**LEGEND**

-  = EASEMENT A
-  = EASEMENT B
-  = EASEMENT C



<small>REUSE OF DRAWINGS</small> THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.	
NO.	REVISION DESCRIPTION

CAD FILE: 20-05-092-EX
PROJ. #: 20-05-092
PLOT SCALE:
DRAWING NO.:
DRAWN BY: JHL
DESIGN BY: RBW
CHECKED BY: CLR



<b>SELCTICE WAY DEVELOPMENT</b> <b>NW BLVD-SELCTICE WAY LLC</b>	
<b>SANITARY SEWER</b> <b>EASEMENTS A, B &amp; C EXHIBIT</b>	

SHEET	1
OF	1

## SANITARY SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Riverstone Center, LLC, with John Stone, Member, whose address is 104 South Division St., Spokane, WA 99020, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached Exhibits "A" and "B"

The GRANTORS further agree to keep the easement clear of all buildings, structures, and other obstructions. The GRANTORS agree that all underground facilities installed by or for the GRANTEE shall remain the property of the GRANTEE, removable by the GRANTEE at its option.

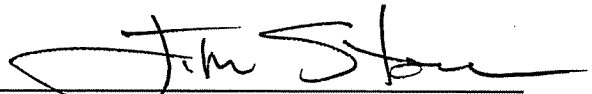
Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the GRANTEE shall repair and restore them to their original condition at the expense of the GRANTEE.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the GRANTEES and GRANTORS heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

**IN WITNESS WHEREOF**, the GRANTORS have caused this instrument to be executed, this 20<sup>th</sup> day of June, 2006.

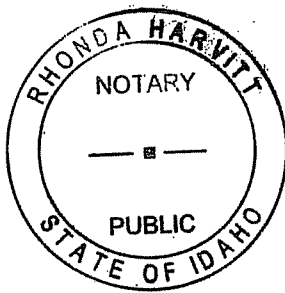
Riverstone Center, LLC

  
By: John Stone, Member

STATE OF IDAHO            )  
                                          ) SS  
COUNTY OF Kootenai    )

On this 27<sup>th</sup> day of JUNE, 2006, before me, a Notary Public, personally appeared John Stone, known to me to be a Member, of Riverstone Center, LLC, and the person who executed the foregoing instrument on behalf of said ~~corporation~~, and acknowledged to me that such ~~corporation~~ \*limited liability company executed the same.

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



Rhonda Harvitt  
Notary Public for Idaho  
Residing at Hayden  
My Commission Expires: 7-11-2006

Project: 20-05-092  
Date: May 24, 2006

### SANITARY SEWER EASEMENT B

An easement for sanitary sewer purposes over, under and across that part of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of 'New Parcel 3A' as shown on Record of Survey recorded September 8, 1994, as Instrument No. 1369277, Records of Kootenai County, Idaho;

thence South 00° 15' 29" East (Record = South 00° 14' 23" East), along the Westerly boundary of said 'New Parcel 3A', a distance of 624.57 feet to the Southwest corner of said 'New Parcel 3A';

thence South 76° 41' 26" East along the South line of said 'New Parcel 3A', a distance of 423.05 feet;

thence 60.40 feet Southeasterly, along a non-tangent curve, concave to the Southwest, having a radius of 1,096.28 feet, a delta angle of 03° 09' 24" and a chord that bears South 75° 06' 42" East, along said South line, to the POINT OF BEGINNING;

thence continuing Southeasterly along the last described curve a distance of 36.95 feet, having a delta angle of 01° 55' 52" and a chord that bears South 72° 34' 04" East, along said South line;

thence South 01° 01' 02" West, a distance of 18.14 feet to the North line of Lot 1, Block 1, RIVERSTONE, according to the recorded plat thereof, Kootenai County, Idaho;

thence 21.14 feet Northwesterly, along a non-tangent curve, concave to the Southwest, having a radius of 1,195.92 feet, a delta angle of 1° 00' 45" and a chord that bears North 70° 07' 12" West, along said North line;

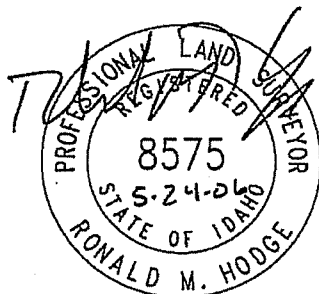
thence North 01° 01' 02" East, a distance of 6.55 feet;

thence North 75° 09' 41" West, a distance of 15.98 feet;

thence North 01° 23' 11" East (Record = South 01° 23' 14" West), a distance of 11.38 feet to the POINT OF BEGINNING and there terminating.

END OF DESCRIPTION

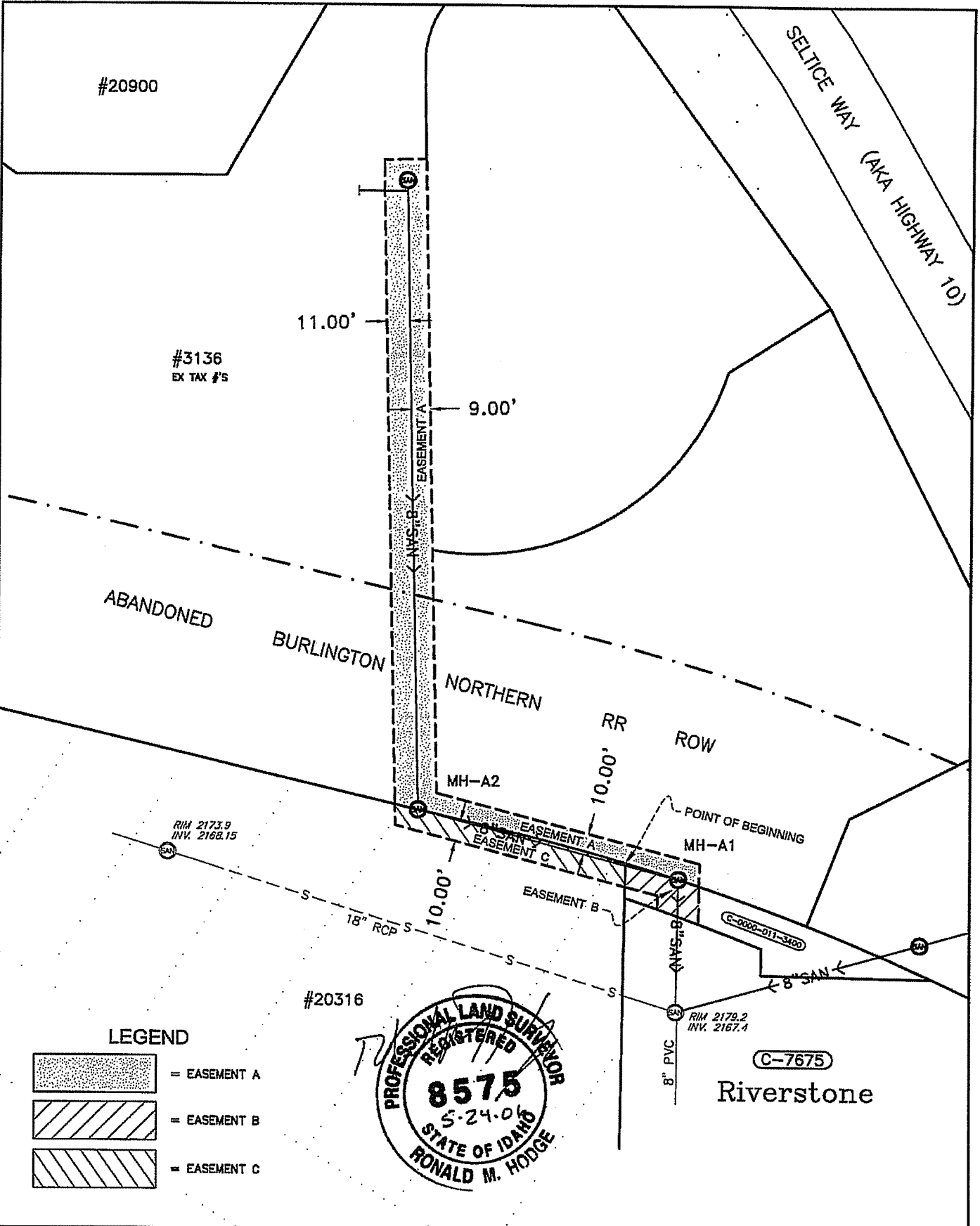
Prepared by:  
J-U-B ENGINEERS, Inc.  
Ronald M. Hodge, P.L.S.





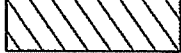
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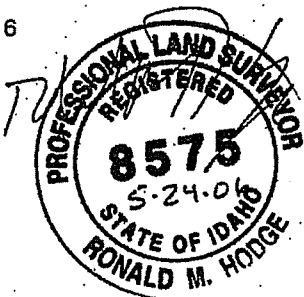
\\Cdafiles\public\Projects\20-05-092 Parkwood Seltice Way\SURVEYING\Easement B.doc

EXHIBIT "A"



**LEGEND**

-  = EASEMENT A
-  = EASEMENT B
-  = EASEMENT C



<small>         REUSE OF DRAWINGS          THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN,          AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF          J&amp;B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART,          FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN          AUTHORIZATION OF J&amp;B ENGINEERS, INC.       </small>		
NO.	REVISION DESCRIPTION	BY (APR) DATE

CAD FILE: 20-05-092-EX
PROJ.#: 20-05-092
PLOT SCALE:
DRAWING NO. 1
DRAWN BY: JHL
DESIGN BY: RBW
CHECKED BY: OUR



<b>SELTICE WAY DEVELOPMENT</b> <b>NW BLVD-SELTICE WAY LLC</b>	
<b>SANITARY SEWER</b> <b>EASEMENTS A, B &amp; C EXHIBIT</b>	

SHEET	1
OF	1

## SANITARY SEWER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Cougar Bay Ridge Water, LLC, with William Radobenko, Managing Member, whose address is PO Box 3070, Coeur d'Alene, ID 83816, the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, does hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of public utilities over, on and through the following described property:

See attached Exhibits "A" and "B"

The GRANTORS further agree to keep the easement clear of all buildings, structures, and other obstructions. The GRANTORS agree that all underground facilities installed by or for the GRANTEE shall remain the property of the GRANTEE, removable by the GRANTEE at its option.

Should it be necessary for the GRANTEE to remove fencing or any other obstructions, remove or damage any asphalt, concrete or their surfacing for the maintenance or repair of the underground facility, the GRANTEE shall repair and restore them to their original condition at the expense of the GRANTEE.

**TO HAVE AND TO HOLD** such easement for public purposes so long as the same shall be used, operated and maintained as such.

This agreement shall be binding upon the GRANTEES and GRANTORS heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

**IN WITNESS WHEREOF**, the GRANTORS have caused this instrument to be executed, this

5<sup>th</sup> day of July, 2006.

Cougar Bay Ridge Water, LLC

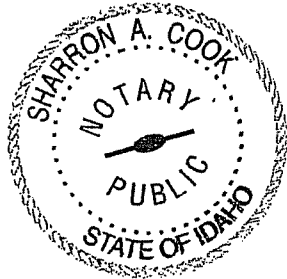
  
By: William Radobenko, Managing Member



STATE OF IDAHO                    )  
                                          ) SS  
COUNTY OF Kootenai            )

On this 6<sup>th</sup> day of July, 2006, before me, a Notary Public, personally appeared William Radobenko, known to me to be the Managing Member of Cougar Bay Ridge Water, LLC, and the person 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.



Sharron A Cook  
Notary Public for Idaho  
Residing at Rayndrum, ID  
My Commission Expires: 02/21/2012

Project: 20-05-092  
Date: May 24, 2006

### SANITARY SEWER EASEMENT C

An easement for sanitary sewer purposes over, under and across that part of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of 'New Parcel 3A' as shown on Record of Survey recorded September 8, 1994, as Instrument No. 1369277, Records of Kootenai County, Idaho;

thence South 00° 15' 29" East (Record = South 00° 14' 23" East), along the Westerly boundary of said 'New Parcel 3A', a distance of 624.57 feet to the Southwest corner of said 'New Parcel 3A';

thence South 76° 41' 26" East along the South line of said 'New Parcel 3A', a distance of 423.05 feet;

thence 60.40 feet Southeasterly, along a non-tangent curve, concave to the Southwest, having a radius of 1,096.28 feet, a delta angle of 03° 09' 24" and a chord that bears South 75° 06' 42" East, along said South line, to the POINT OF BEGINNING;

thence South 01° 23' 11" West (Record = South 01° 23' 14" West), a distance of 11.38 feet;

thence North 75° 09' 41" West, a distance of 113.72 feet;

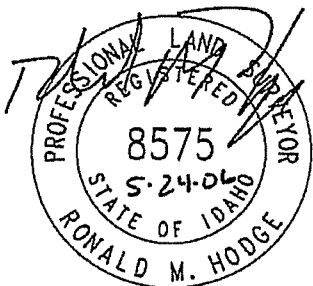
thence North 01° 19' 54" West, a distance of 10.10 feet to said South line;

thence South 76° 41' 26" East, along said South line, a distance of 53.51 feet;

thence 60.40 feet Southeasterly, along a non-tangent curve, concave to the Southwest, having a radius of 1,096.28 feet, a delta angle of 03° 09' 24" and a chord that bears South 75° 06' 42" East, along said South line, to the POINT OF BEGINNING and there terminating.

END OF DESCRIPTION

Prepared by:  
J-U-B ENGINEERS, Inc.  
Ronald M. Hodge, P.L.S.



RMH:lhc

\\Cdafiles\public\Projects\20-05-092 Parkwood Seltice Way\SURVEYING\Easement C.doc

EXHIBIT "A"



**CITY COUNCIL  
STAFF REPORT**

**DATE:** July 18, 2006  
**FROM:** Christopher H. Bates, Project Manager *CB*  
**SUBJECT:** Courtyard Homes, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat of the Courtyard Homes, a four building, fourteen (14) unit residential condominium development.

**HISTORY**

**Applicant:** Courtyard Homes Development, LLC  
PO Box 3070  
Coeur d'Alene, ID 83816

**Location:** Bellerive development adjoining the Spokane River at Beebe Boulevard.

**Previous Action:**

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

**FINANCIAL ANALYSIS**

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

**PERFORMANCE ANALYSIS**

All site development issues and conditions were previously addressed with the underlying Bellerive subdivision.

**QUALITY OF LIFE ANALYSIS**

The condominium buildings have received the appropriate building permits, and, final plat approval will allow the developer to proceed with the sale of individual units.

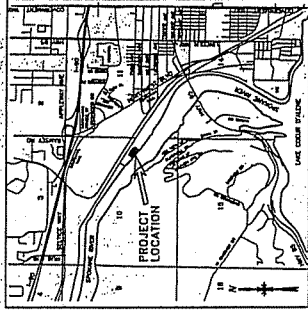
**DECISION POINT RECOMMENDATION**

1. Approve the final plat of the Courtyard Homes.

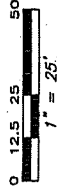
# COURTYARD HOMES

CONDOMINIUM PLAT  
 REPLAT OF LOT 8, BLOCK 2, BELLEVUE SUBDIVISION, SECTION 10, TOWNSHIP 50 NORTH,  
 RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

Book: \_\_\_\_\_  
 Page: \_\_\_\_\_  
 No. \_\_\_\_\_



**VICINITY MAP**  
 NOT TO SCALE



**LEGEND**

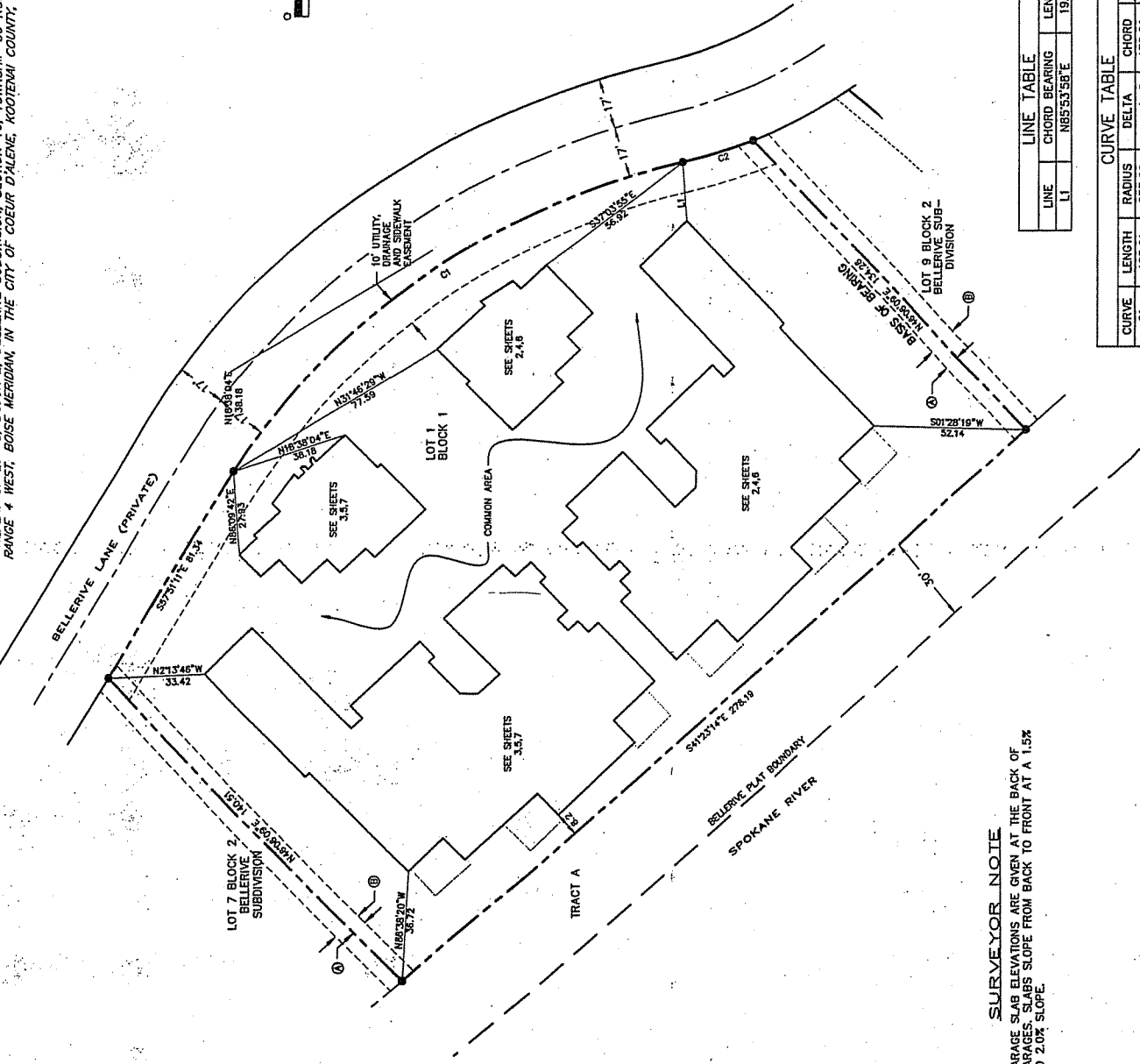
- Found 5/8" rebar with plastic cap marked "LS 4565" per BK. 4, PG. 311.
- 5' Access and Utility Easement in benefit of adjacent lot, per BK. 4, PG. 311.
- ⊙ 10' Drainage Easement centered on lot line, per BK. 4, PG. 311.

**BASIS OF BEARING**

BASIS OF BEARING IS NORTH 45°30'00" EAST ALONG THE LINE COMMON TO LOT 9 AND LOT 8, BLOCK 2, BELLEVUE SUBDIVISION, AS RECORDED IN BK. 4, PG. 311.

**ELEVATION DATUM**

ELEVATIONS SHOWN ARE BASED ON NAVD83.



LINE TABLE			
LINE	CHORD BEARING	LENGTH	CHORD BEARING
L1	N65°53'56"E	19.55	

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	183.61	233.00	45°09'01"	176.89	N35°16'41"W
C2	24.63	167.00	8°31'04"	24.80	S16°57'42"E

**SURVEYOR NOTE**

GARAGE SLAB ELEVATIONS ARE GIVEN AT THE BACK OF GARAGE SLABS SLOPE FROM BACK TO FRONT AT A 1.5% TO 2.0% SLOPE.

**PRELIMINARY**

**COURTYARD HOMES SITE PLAN**

REPLAT OF LOT 8, BLOCK 2, BELLEVUE SUBDIVISION,  
 SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,  
 CITY OF COEUR D'ALENE  
 KOOTENAI COUNTY, IDAHO



**JUB ENGINEERS, Inc.**  
 7925 Mackintosh Way  
 Coeur d'Alene, Idaho 83815  
 Phone: 208.762.6787

DWG NAME: 20-05-016-FLOORPLAN.dwg  
 DES: DR. BSB | CH. GJR | SHEET 1 OF 6  
 DATE: APRIL 2008 | PROJECT NO.: 20085018

# 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 \$ 145.81  
 Rec No 201040  
 Date 7/10/06  
 Date to City Council: 7/18/06  
 Reg No.  
 License No.  
 Rv

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00

Business Name	BEST FOOD STOP
Business Address	1001 E. BEST AVE., COEUR
City State Zip	COEUR D'ALENE, ID 83814
Business Contact	Telephone Number: (509) 218-3001 Fax:
Manager Name	DAVINDER NAGRA
Manager Home Address	3615 S. SULLIVAN RD., VERADALE, WA 99037
Manager Information	Social Security No. 616-72-7480 Date of Birth 11/15/77
Manager Contact	Telephone: 509 218-3001 Cell: 509-218-3001 e-mail: davenagra@hotmail.com
Manager Place of Birth	INDIA
License Applicant	DAVINDER J. NAGRA
Filing Status (circle one)	<input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Other
Address of Applicant	3615 S. SULLIVAN RD. VERADALE, WA 99037
Applicants Prior Address for past five years	Current: 3615 S. SULLIVAN RD. VERADALE, WA 99037 LAST 5 YRS: 2819 S. BANNEN CT. SPOKANE VALLEY, WA 99037
Applicants Prior Employment for past 5 years	XLLENT CORP., 13823 E. BROADWAY AVE., SPOKANE VALLEY WA 99037 MIDWAY STOP, 23312 N. HWY 395, COLBERT, WA A-1 GAS & GRD., 9914 N. WALL ST., SPOKANE, WA 99218

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 7/7/06  
Department Name / Employee Name / Date  
Request made by: Marlus Rice 1/0 Hestie Cummings  
Name / Phone  
3265 Bayview Drive Kodiak AK 907-486-2347  
Address

The request is for: / / Repurchase of Lot(s)  
/  Transfer of Lot(s) from Marlus Rice to Hestie Cummings  
Niche(s): \_\_\_\_\_  
Lot(s): 5, 6, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: 70 Section: C Scott Cummings  
(husband and wife)  
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\* transfer to daughter  
\*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.: 260536

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:  
RICHARD & MARLYS RICE
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.  
RDE by J 7/10/06  
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 7/10/06  
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.  
Susan K. Weathers 7/11/06  
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.

DATE: JULY 12, 2006  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: AUGUST 15, 2006

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-4-06	Proposed zoning in conjunction with annexation from County Agricultural Suburban to R-3 (Residential at 3 units/acre) Applicant: Shefoot Investments, LLC Location: In the vicinity of 19 <sup>th</sup> Street and Nettleton Gulch Road adjacent to Greystone Subdivision	Recommended Approval	Quasi-Judicial
O-2-06	Applicant: City of Coeur d'Alene Request: Updating the 2003 Bikeways Plan	Recommended Approval	Legislative

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

JS:ss



# ANNOUNCEMENTS

# Memo to Council

DATE: July 11, 2006

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the July 18th Council Meeting:

CHRIS WEEKS (representing PF Animal Control)	ANIMAL CONTROL BOARD
PHIL MORGAN (representing Kootenai Humane Society)	ANIMAL CONTROL BOARD
JASON AYERS (Reappointment)(representing PD), with BILL McLEOD and COBY LANGLEY as alternates	ANIMAL CONTROL BOARD
BETSY HAWKINS (Reappointment)	PERSONNEL APPEALS BOARD
COLLEEN KRAJACK (Reappointment)	PERSONNEL APPEALS BOARD
STEVEN PISCITELLO (Reappointment)	SIGN BOARD

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Pam MacDonald, Personnel Appeals Board Liaison  
Kathy Lewis, Sign Board Liaison

# Memo to Council

DATE: July 12, 2006

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the March 7th Council Meeting:

MIKE PATANO

Design Review Committee

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

Sincerely,

Amy Ferguson

Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Dave Yadon, Planning Director

OTHER COMMITTEE MINUTES  
(Requiring Council Action)



**CITY OF COEUR D'ALENE**  
**PARKS DEPARTMENT**

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

**PARKS & RECREATION COMMISSION MINUTES**  
**JUNE 10, 2006 - 5:30 P.M.**  
**COUNCIL CHAMBERS – CITY HALL**

**MEMBERS PRESENT:**

Lee Shellman, Chairman  
Scott Cranston, Vice Chairman  
Al Hassell, Council Liaison  
Jim Lien  
Mike McDowell  
Dave Patzer

**MEMBERS ABSENT:**

Bridget Hill

**STAFF PRESENT:**

Steve Anthony, Recreation Director  
Jackie Carbone, Parks Secretary

**GUESTS PRESENT:**

Becky Baeth  
Kelli Bridges  
Ilene Bagan  
Karen Roetter  
Rob Rollins

**CALL TO ORDER:** Chairman Shellman called the meeting to order at 5:30 pm.

**1. Roll Call**

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

**2. PLEDGE OF ALLEGIANCE**

Commissioner Lien led the Pledge of Allegiance.

**3. APPROVAL MAY 8, 2006, MINUTES**

Motion was made by Commissioner McDowell to approve the May 8, 2006, minutes.  
Motion was seconded by Commissioner Lien. Motion passed.

**4. PUBLIC COMMENTS**

There were no public comments.

**5. CONFLICT OF INTEREST DECLARATION**

There were no conflicts of interest declared.

**6. SCHOLARSHIP PRESENTATIONS** *(Information Only)*

Steve Anthony gave the history of the Larry Kimbrell Memorial Scholarship program. These scholarships are given every year by the National Tournament Committee to high school seniors who have shown exceptional skill in and dedication to the sport of softball. Kelli Bridges is the recipient of this year's scholarship. She played for four years on the Lake City High School varsity team and graduated with a 3.75 G.P.A. She plans to continue her softball career while attending North Idaho College next year. Steve then introduced the current treasurer of the National Tournament Committee, Becky Baeth. Becky presented a plaque and a check to Kelli.

**7. CDA SOCCER ASSOCIATION AGREEMENT** *(Council Action Required)*

Ilene Bagan, past president of the Coeur d'Alene Soccer Club, Inc., reported to the Commission on the past history and achievements of the Soccer Club and the Sting program. She spoke of the various contributions by the club during the construction of Canfield Sports Complex and Coeur d'Alene Soccer Complex. She went on to say that the games sponsored by the Soccer Club have participants all over Northern Idaho and that many of them have greatly improved their soccer skills due to the Soccer Club tournaments. Several teams have gone on to much higher levels and two teams even played in Europe this year.

The Soccer Club has been very pleased with the current five year agreement with the city and would like to continue this relationship. She was concerned, however, that the renewal of the current agreement which expires on September 1, 2006, will only be for one year. If, for some reason, after the Master Plan is completed the agreement is not renewed after the one year term it would be very difficult for the Soccer Club to find another location on such short notice. She asked if the agreement could be renewed for two years in order for them to explore other locations in the event it is not renewed.

Commissioner Patzer assured Ilene that he foresees no major changes in the agreement with the Soccer Club after the Parks and Recreation Master Plan is completed. Also, this one year renewal of the agreement with the Coeur d'Alene Soccer Club, Inc. will include verbiage to allow the Parks and Recreation Commission to negotiate a second renewal for five more years.

The Commission will be renewing all user group agreements for only one year so that any changes recommended in the new Master Plan could be incorporated into the next round of renewals. MIG, the firm hired to prepare the Parks and Recreation Master Plan, will be meeting with each of the user groups and stakeholders in the next couple of months to discuss their particular needs and ideas. Chairman Shellman explained that the Commission is very cognizant of the growth of the city and realizes that there are increased needs in all areas of recreation.

**Motion was made by Commissioner Cranston to forward a recommendation to the City Council to enter into a one year agreement, from September 1, 2006, through August 31, 2007, with the Coeur d'Alene Soccer Club, Inc. for use of the Canfield Sports Complex and the Coeur d'Alene Soccer Complex with the option to renew for another five years after the city reviews the recommendations in the new Parks and Recreation Master Plan. Motion was seconded by Commissioner McDowell. Motion passed unanimously.**

Commissioner Hassell recommended that the Coeur d'Alene Soccer Club prepare a list of needs and wants in preparation for their meeting with MIG in the next couple of months.

### **COUNCIL COMMENTS**

Chairman Shellman read an email received from Joe Wooley, Student Representative, who served on the Commission during the 2005-06 school year. He thanked Joe for his service to the Commission.

#### **8. WORKSHOP – July 24, 2006 (For Discussion)**

Commissioners agreed to hold their next workshop on Monday, July 24, 2006, at 12:00 pm at the Iron Horse Restaurant. Discussion of the Skate Park will be on the agenda.

Motion was made at 6:04 pm by Commissioner Cranston to adjourn the meeting to a workshop at 12:00 pm on Monday, July 24, 2006, at the Iron Horse Restaurant. Motion was seconded by Commissioner Patzer. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

**WORKSHOP:** Monday, July 24, 2006 - 12:00 pm at [Iron Horse Restaurant](#)

**WORKSHOP with HREI:** Thursday, July 27, 2006 - 12:00 pm in [Council Chambers](#)

**NEXT MEETING:** Monday, August 7, 2006 - 5:30 pm in Council Chambers

**PARKS AND RECREATION COMMISSION  
STAFF REPORT**

**DATE:** July 10, 2006  
**From:** Steve Anthony, Recreation Director  
**SUBJECT:** RENEWAL OF USE AGREEMENT WITH COEUR D'ALENE SOCCER CLUB, INC.  
(Council Action Required)

---

**DECISION POINT:**

Renew use agreement with the Coeur d'Alene Soccer Club, Inc. for use of Canfield Sports Complex and Coeur d'Alene Soccer Complex for one year to expire on August 31, 2007.

**HISTORY:**

The Coeur d'Alene Soccer Club has helped the city construct and improve soccer facilities. They provide a competitive soccer program for area youth.

**FINANCIAL ANALYSIS:**

As part of the initial agreement in 2001 the Soccer Club made a donation of \$30,000.00 to help construct the Canfield Sports Complex. The Soccer Club supplies the goals and nets at the Coeur d'Alene Soccer Complex and assists the city in marking the fields.

**PERFORMANCE ANALYSIS:**

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

**RECOMMENDATION:**

Staff recommends that city enter into a one year use agreement, from September 1, 2006, through August 31, 2007, with the Coeur d'Alene Soccer Club, Inc. for use of the Canfield Sports Complex and the Coeur d'Alene Soccer Complex with the option to renew after the city reviews the recommendations in the new Parks and Recreation Master Plan.



RESOLUTION NO. 06-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING AN AGREEMENT WITH THE COUER D' ALENE SOCCER CLUB, INC.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with the Coeur d'Alene Soccer Club, Inc., for use of the active Canflied Sports Complex and the Coeur d' Alene Soccer Complex pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 18<sup>th</sup> day of July, 2006.

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

USE AGREEMENT – FIRST RENEWAL

THIS AGREEMENT, entered into this 18th day of July, 2006, between the **City of Coeur d’ Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as “City,” and the **Coeur d’Alene Soccer Club, Inc.**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the “Soccer Club,”

W I T N E S E T H:

WHEREAS, the City owns property abutting 15<sup>th</sup> Street and Canfield Avenue adjacent to Canfield Middle School, commonly referred to as the active Canfield Sports Complex (hereinafter called the “Canfield Sports Complex”) and property in Coeur d’Alene Place, commonly referred to as the Coeur d’Alene Soccer Complex (hereinafter called the “CDA Soccer Complex”); and

WHEREAS, the active Canfield Sports Complex is completed and includes soccer facilities which the Soccer Club desires to use; and

WHEREAS, the Soccer Club has committed money and in-kind services to help develop the Canfield Sports Complex.

WHEREAS, the parties have reached an agreement as to certain matters regarding Canfield Sports Complex and CDA Soccer Complex; NOW, THEREFORE,

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

1. Term: The term of this agreement shall run from September 1, 2006, to August 31, 2007. After August 31, 2007, the Parks and Recreation Commission in its sole discretion may recommend to the City that a second renewal of the agreement with the Soccer Club for another five years be negotiated with the City.
2. Site: Canfield Sports Complex is more particularly described in Exhibit “A” and the CDA Soccer Complex is more particularly described in Exhibit “B.” Both Exhibits “A” and “B” are attached hereto and by this reference incorporated herein.
3. Admission Costs and Fees: That all events at Canfield Sports Complex and CDA Soccer Complex will be open to the general public and no admission fee will be charged by the Soccer Club for admission to events at Canfield Sports Complex and CDA Soccer Complex without permission from the Recreation Director, except as set forth in paragraph 12 below entitled “Set Aside of Park.”

4. Goals and Nets: The Soccer Club will provide goals and nets and will recondition the area at each goal.
5. Improvements: Any improvements set forth in Exhibit "A" to this Agreement, shall be paid solely by the Soccer Club, no additional improvements shall be installed without prior written approval from the City.
6. Priority Use of Fields: The parties agree that during the term of this Agreement that the Soccer Club will have priority use of the fields on Tuesdays, Thursdays, evenings, and Sundays. The City will have priority use on Mondays and Wednesdays.
7. Saturday Use: A representative from the Soccer Club and the City Recreation Director or his designee will meet prior to the start of each season to determine use on Saturdays. The parties further acknowledge there may be use of the fields by local high schools and that each party will cooperate to facilitate such use.
8. Proprietary Interest: The Soccer Club will have no proprietary interest in the improvements undertaken by the Soccer Club at Canfield Sports Complex and CDA Soccer Complex.
9. Fencing: That no additional fencing will be installed other than portable fences for tournaments. Portable fences cannot be installed sooner than twenty-four (24) hours before a tournament and must be removed within twenty-four (24) hours after a tournament.
10. Portable Fencing: That the location, fence material, and method of installation of the portable fences must be approved by the Parks Director, and said installation shall be done by the Soccer Club at the Soccer Club's sole expense, unless the City agrees to install the portable fencing for a fee.
11. Set Aside of Park: That Canfield Sports Complex and CDA Soccer Complex may, at the City's discretion, be set aside for the Soccer Club for tournament purposes for a fee of \$6.00 per hour of the tournament, which fee shall be used as set forth in Idaho code Section 50-1409.
12. Use of Park: That the Canfield Sports Complex and CDA Soccer Complex shall not be exclusively used for soccer and the City may schedule other activities there including but not limited to children's softball, soccer, and football. Permanent changes or permanent fixtures will not be made or added by the Soccer Club to the soccer field that would interfere with soccer play during the length of this agreement.

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

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

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

16. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

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

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

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

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

CITY OF COEUR D'ALENE

COEUR D'ALENE SOCCER CLUB, INC.

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

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

ATTEST:

ATTEST:

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

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



**Exhibit "A"**  
**Canfield Sports Complex**





**Exhibit "B"**  
Coeur d'Alene Soccer Complex



**July 10, 2006**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

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

**CITIZENS PRESENT**

None

**STAFF PRESENT**

Mike Gridley, City Attorney  
Terry Pickel, Asst. Water Supt.  
Troy Tymesen, Finance Director  
Jim Markley, Water Supt.  
Jon Ingalls, Deputy City Administrator  
Amy Ferguson, Committee Liaison  
Gordon Dobler, Growth Svcs. Director

**Item 1            Bulk Water Use Policy, Ordinance, and Resolution**

Terry Pickel, Assistant Water Superintendent, presented a request for approval of a new Bulk Water Use Policy and accompanying proposed City Ordinance and Resolution which includes provisions for fire hydrant use restrictions to City of Coeur d'Alene Utilities Department personnel and authorized Fire Department personnel only. As stated in the staff report, the current policy does not adequately protect the system for security reasons, from abuse and damage by contractors, and the possible theft of water. The new Bulk Water Use Policy will include permanent and portable filling stations as well as fire hydrant use restrictions, and the Ordinance will grant the necessary authority which will allow the Water Department to adequately enforce the policy in partnership with the Police and Fire Departments. The Resolution will set the bulk water rates.

**MOTION:        RECOMMEND Council approval of the proposed Bulk Water Use Policy, and adoption of RESOLUTION NO. 06-048 and COUNCIL BILL NO. 06-1018 with an effective date of January 1, 2007, for the sales of bulk water and imposing fire hydrant use restrictions.**

**Item 2            Lease Agreement with Cingular Wireless  
**Consent Calendar****

Troy Tymesen, Finance Director, presented a request for approval of a lease agreement extension and amendment with Cingular Wireless for equipment placed on the Prairie Standpipe. The staff report indicated that the initial lease agreement with AT & T was for 5 years, with the possibility of 5 additional 5 year terms, and that Cingular Wireless has acquired AT & T Wireless. The new lease extension and amendment calls for a slight reduction in the rental amount per month, with a guaranteed rent period of 48 months.

**MOTION:        RECOMMEND Council approval of RESOLUTION NO. 06-046 authorizing a lease agreement extension and amendment with Cingular Wireless for equipment located on the Prairie Standpipe.**

**Item 3        Ramsey Road Traffic Control Issue**  
**For Information Only**

**MOTION:    NO MOTION. For information only.**

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** July 10, 2006  
**FROM:** Terry Pickel, Assistant Water Superintendent  
**SUBJECT:** Bulk Water Use Policy, Ordinance, and Resolution

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**DECISION POINT:** Staff requests that Council approve a new Bulk Water Use Policy and accompanying proposed City Ordinance and Resolution which shall include the provisions for fire hydrant use restrictions to City of Coeur d' Alene Utilities Department personnel and Authorized Fire Department personnel only.

**HISTORY:** The current fire hydrant use policy and ordinance allows customers and contractors to connect and draw bulk water directly from fire hydrants all over the City via use of a permit and a hydrant disk. Under the current policy, we cannot effectively maintain the Federally mandated system security and there is the constant threat of system contamination either by accident or by an intentional act. Currently there are no adequate means for fines or fees for fire hydrant and City facility damage other than repair costs if we can identify the person who has damaged a hydrant or City facility.

**FINANCIAL ANALYSIS:** The proposed Bulk Water Use Program will be funded through the Water Department budget. The anticipated start up cost is estimated to be approximately \$42,000.00. The fees and charges are set to cover the operational cost of the program. The cost to contractors and other hydrant users is difficult to predict although we have tried to keep their costs as low as possible. The rates included in the attached resolution are intended to cover the cost of providing the water as well as a ten year projected replacement cost for each station.

**PERFORMANCE ANALYSIS:** The current policy does not adequately protect the system for security reasons, from abuse and damage by contractors, and the possible theft of water. To a certain extent, the ratepayers are actually subsidizing the contractors that use large amounts. The proposed Bulk Water Use Policy in accordance with the proposed Ordinance and Resolution provides the necessary security and tracking measures as well as cross connection control consistent with what we are requiring of our customers. Staff has previously proposed the new Bulk Water Use Policy which would include permanent and portable filling stations as well as fire hydrant use restrictions. The proposed Ordinance will grant the necessary authority which will allow the Water Department to adequately enforce the policy in partnership with the Police and Fire Departments. The proposed Resolution will set the bulk water rates.

**RECOMMENDATION:** Staff requests that the Public Works Committee recommend adoption by the City Council of the proposed Bulk Water Use Policy, City Ordinance and Resolution for the sales of bulk water and impose fire hydrant use restrictions. Staff proposes an adoption date of January 1, 2007 for sufficient construction time.

COUNCIL BILL NO. 06-1018  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BY ADDING CHAPTER 13.06 - BULK WATER USE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That a new Chapter 13.06, entitled Bulk Water Use, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06 BULK WATER USE**

**SECTION 2.** *That a new Section 13.06.020, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.020 DEFINITIONS**

A. "Bulk Water Use" means the use of small to large quantities of water from supplies other than standard residential or commercial metered services, such as fire hydrants, stand pipes, or designated bulk water stations for purposes other than general consumption such as dust control and soil compaction, street and parking lot cleaning, storm and sanitary sewer flushing, fire fighting and similar purposes.

**SECTION 3.** *That a new Section 13.06.040, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.040 ESTABLISHMENT OF PERMANENT OR PORTABLE METERED BULK WATER STATIONS**

A. All contractors and customers wishing to purchase bulk water shall be required to draw water from established permanent or portable metered bulk water stations as supplied by the City Water Department. Bulk water shall only be available at sites designated by the City Water Superintendent.

B. The general use of fire hydrants throughout the City of Coeur d' Alene and surrounding rural areas that are supplied by city water shall be restricted to use by the City of Coeur d' Alene Utilities Department personnel as well as Authorized Fire Department personnel.

C. No other fire hydrant use shall be authorized or permitted under this policy without the express written consent of the Water Superintendent or his designee. Illegal use of City fire hydrants shall be punishable by fines established by Resolution.

D. Bulk water used by City Utility Departments in the general maintenance of City facilities such as streets and sidewalks, storm drains, sewer main cleaning, and parking lot maintenance shall not be billed to the individual departments. This exemption does not include water used for general irrigation or similar purposes. Each department is required to keep track of the general amount of water used which shall be submitted to the Water Department for water loss tabulations on a regular basis. Water used for firefighting purposes shall be exempt from this section in all emergency situations. Water used for training purposes and equipment maintenance by the individual City and County Fire Departments shall be estimated and provided to the Water Department for loss tabulations on a regular basis or as requested by the Water Superintendent.

**SECTION 4.** *That a new Section 13.06060, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.060 PERMANENT BULK WATER STATION USE**

A. Permanent bulk water stations shall be housed in buildings located at key sites around the City. The exterior of the station will have a standard 2 ½” NSF fire hose connection port approximately 36” above the ground.

B. Persons wishing to draw water from the permanent filling stations must submit a deposit for the access panel key for the fill stations to the City Water Department Office at 3820 Ramsey Rd.

C. After paying the deposit, the customer will be given an access key, a tabulation sheet, and a sheet of operating instructions. The customer shall return the sheets to the Water Department on a monthly basis or when they are finished using the station, whichever comes first. It is the customer’s responsibility to ensure that the panel is locked after each use.

**SECTION 5.** *That a new Section 13.06.080, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.080 PORTABLE BULK WATER STATION USE**

A. Portable bulk water station shall be housed in metal and fiberglass enclosures that can be

transported to the customer's remote site and connected to a fire hydrant by City personnel. Each unit shall house a 2 ½" water meter and a backflow prevention device to protect the system, and two 2 ½" NSF threaded ports outside the enclosure. The units will be connected and chained to a specific fire hydrant and the customer shall be responsible for all water used and any damage incurred thereafter.

B. Contractors asking to draw water on site for large developments may rent a portable filling station. The contractor shall pay an installation fee and deposit to the City Water Department Office at 3820 Ramsey Rd. Water Department personnel shall install the station on site. The customer shall be provided with operating instructions and shall be responsible for all water used from the station. The meter shall be read monthly by City personnel and the Water Department shall bill the customer for the monthly rental fee and for the customer's monthly consumption.

**SECTION 6.** *That a new Section 13.06.100, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.100 RATES AND DEPOSITS FOR BULK WATER USE TO BE SET BY MAYOR AND CITY COUNCIL**

A. The Mayor and City Council shall set the rates and deposits for bulk water and the rental fees for portable water stations, and they may amend the rates, deposits and fees when deemed necessary or advisable. Prior to amending such rates, the Mayor and City Council shall hold a public hearing at which time all persons shall have an opportunity to be heard. Public notice of such hearing shall be given at least thirty (30) days prior to such hearing by publication of notice or intention to amend the rates in one issue of the Coeur d'Alene Press at least thirty (30) days prior to such public hearing.

**SECTION 7.** *That a new Section 13.06.120, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.120 BILLING/DEPOSIT**

A. All bulk water shall be billed monthly to the address of record for the consumer. In case of nonpayment or delinquency for the charges or fees imposed, the Water Superintendent or his designee upon 10 days notice shall revoke access to the customer's supply of bulk water. Additionally, the customer's deposit shall be applied to the delinquent amount due. Any portion of the deposit not used shall be returned to the customer. If the delinquent amount due exceeds the deposit, then the customer will be billed for the remainder due. If the customer no longer needs access to a bulk water station, then his deposit shall be returned after all accrued charges and fees are paid.

B. Upon return of a portable water station, the customer will receive the damage deposit, or any portion not used if repairs are required. If damages exceed the amount of the deposit, the

| customer shall be billed for the remainder of the damages~~ed~~.

**SECTION 8.** *That a new Section 13.06.140, is hereby added to the Coeur d'Alene Municipal Code as follows:*

**13.06.140 ILLEGAL USE OF FIRE HYDRANTS, THEFT OF WATER, AND DAMAGE TO CITY INFRASTRUCTURE**

A. Use of a fire hydrant for unauthorized services or by unauthorized persons is a misdemeanor punishable as set forth under section 1.28.010 of this code.

B. Unauthorized use of city water from shall constitute theft under Idaho Code 18-2403 and shall be punishable under Idaho Code 18-2408.

C. Damage to fire hydrants, mains, services and other city facilities or infrastructure is a misdemeanor punishable as set forth under section 1.28.010 of this code.

**SECTION 9.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 10.** 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 11.** 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 12.** 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 18<sup>th</sup> day of July, 2006.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending the City Code to add Chapter 13.06 – Bulk Water Use

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING 13.06 BULK WATER USE; 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 C. Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending City Code to add Chapter 13.06 – Bulk Water Use , 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 18<sup>th</sup> day of July, 2006.

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Michael C. Gridley, City Attorney

RESOLUTION NO. 06-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,  
IDAHO SETTING FEES FOR BULK WATER USE

WHEREAS, Section 13.06.100 of the Coeur d'Alene Municipal Code provides that the Mayor and City Council shall by resolution fix the fee for rates and deposits for bulk water and the rental fees for portable water stations and,

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that a charge of twenty-five dollars (\$25.00) shall be made for a key deposit to use permanent bulk water stations; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that a charge of one dollar and eleven cents (\$1.11) per one thousand (1000) gallons of water shall be made for water drawn from permanent bulk water stations; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that a charge of twenty-five dollars (\$25.00) per month shall be made for the portable bulk water station monthly rental fee; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that a charge of one hundred dollars (\$100.00) shall be made for the installation and meter reading of a portable bulk water station; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that a charge of six hundred dollars (\$600.00) shall be made for a damage deposit for a portable bulk water station; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the

citizens thereof that a charge of seventy cents (\$.70) per one thousand (1000) gallons of water shall be made for water drawn from a portable bulk water station; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that the fee set forth hereinabove be and the same is hereby adopted.

BE IT FURTHER RESOLVED, that three (3) certified copies of the Bulk Water Use fees as herein adopted be kept on file with the City Clerk of the city of Coeur d'Alene.

DATED this 18<sup>th</sup> day of July, 2006

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

ATTEST:

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

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

ROLL CALL:

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

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

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

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

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

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

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

OTHER BUSINESS

**COUNCIL BILL NO. 06-1021  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF COEUR D’ALENE, OF KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF \$9,500,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION FUNDING AND REFUNDING BONDS OF THE CITY; PROVIDING THE DATE, FORM AND DESIGNATION OF SAID BONDS; AUTHORIZING CERTAIN CAPITAL IMPROVEMENTS WITH A PORTION OF THE PROCEEDS FROM THE SALE OF SUCH BONDS; PROVIDING FOR AND AUTHORIZING THE PURCHASE OF CERTAIN OBLIGATIONS WITH A PORTION OF THE PROCEEDS OF THE SALE OF SUCH BONDS AND FOR THE USE AND APPLICATION OF THE MONEYS TO BE DERIVED FROM SUCH INVESTMENTS; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; PROVIDING FOR THE SALE OF THE BONDS TO SEATTLE-NORTHWEST SECURITIES CORPORATION; PROVIDING FOR COMPLIANCE WITH CERTAIN TAX AND DISCLOSURE REQUIREMENTS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**CITY OF COEUR D’ALENE  
Kootenai County, Idaho**

**GENERAL OBLIGATION FUNDING AND REFUNDING BONDS, SERIES 2006  
\$9,500,000 Principal Amount**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D’ALENE, of Kootenai County, Idaho, as follows:

WHEREAS, the City of Coeur d’Alene (the “City”), is a duly incorporated and existing municipal corporation under and by virtue of the Constitution and the laws of the State of Idaho; and

WHEREAS, the City Council of the City (the “Council”), by Ordinance No. 3197, adopted on December 21, 2004, ordered a special election to be held within said City for the submission to the qualified electors of the City the question of whether or not the City should issue up to \$7,043,941 principal amount of general obligation bonds to provide funds to refund outstanding obligations for public safety facilities and additional funds for the construction of

new public safety facilities and/or up to \$3,000,000 principal amount of general obligation bonds for construction of a new library facility; and

WHEREAS, at said election, duly noticed and held within said City on February 1, 2005, the qualified electors of the City approved the incurrence of said debt and issuance of said bonds; and

WHEREAS, the City can realize savings in debt service payments and also free up funds now used for payments on obligations for a fire station and police station that can be used to fund expenses associated with necessary public safety operations; and

WHEREAS, the Municipal Bond Law of the State of Idaho, codified as Chapter 2 of Title 57, Idaho Code, specifically Idaho Code § 50-1019, authorizes the Council to sell such bonds and the Council now deems it necessary and desirable to authorize the issuance of a portion of the authorized bonds in the aggregate principal amount of \$9,500,000; and

WHEREAS, Idaho Code § 57-215 authorizes the sale of bonds at a private sale after notification by publication, which publication has occurred; and

WHEREAS, the Council wishes to suspend the rules and adopt this Ordinance;

NOW, THEREFORE, IT IS HEREBY FURTHER ORDAINED as follows:

**Section 1: DEFINITIONS**

As used in this Bond Ordinance, capitalized terms shall have the meanings provided in this Section. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise indicate.

**Acquire, Acquiring or Acquisition** includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the federal government, the State of Idaho, any public body therein or any person or entity, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

**Acquired Obligations** means the Government Obligations acquired by the City under the terms of this Ordinance and the Escrow Agreement to effect the defeasance and refunding of the Refunded Obligations.

**Bond or Bonds** shall mean any or all of the herein authorized \$9,500,000 principal amount of bonds designated “City of Coeur d’Alene General Obligation Funding and Refunding Bonds, Series 2006.”



**Bond Counsel** shall mean the law firm of Preston Gates & Ellis LLP, of Coeur d'Alene, Idaho, and Spokane, Washington, or its successor in functions, if any.

**Bond Fund** shall mean the City of Coeur d'Alene General Obligation Bond Fund created by this Bond Ordinance.

**Bond Insurance Policy** means the municipal bond insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein, if any.

**Bond Ordinance** shall mean this Ordinance No. \_\_\_\_\_, adopted by the City Council on July 18, 2006.

**Bond Register** shall mean the registration records of the City, maintained by the Bond Registrar, on which shall appear the names, addresses and tax identification numbers of the Registered Owners of the Bonds.

**Bond Registrar** shall mean U. S. Bank National Association, of Salt Lake City, Utah, or its successor in functions, as now or hereafter designated.

**City** shall mean City of Coeur d'Alene, a duly organized and existing city under and by virtue of the Constitution and the laws of the State of Idaho.

**Clerk** shall mean the City Clerk, or other officer of the City who is the custodian of the records of the proceedings of the City Council, or his/her successor in functions, if any.

**Code** shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

**Construction Fund** shall mean the City of Coeur d'Alene Construction Fund created by this Bond Ordinance.

**Cost of the Project** or **Costs of the Project**, or any phrase of similar import, shall mean all or any part designated by the Council as Costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced from any other source, with approval of the Council or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents or employees;

(4) The costs of contingencies;

(5) The costs of issuance, registration and authentication of the Bonds;

(6) The Acquisition costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and

(7) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the Council.

**Council** shall mean the City Council of the City as the same shall be duly and regularly constituted from time to time.

**DTC** means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for the Bonds.

**Escrow or Refunding Agent** means U. S. Bank National Association, of Salt Lake City, Utah, or its successor in functions.

**Escrow Agreement** means the Escrow Deposit Agreement to be dated as of the date of closing of the Bonds and substantially in the form on file with the City.

**Insurer** means the municipal bond insurer providing a policy of municipal bond insurance for this series of Bonds, if any.

**Letter of Representations** means the Blanket Letter of Representations from the City to DTC, if issued.

**Mayor** shall mean the Mayor of the City, or any presiding officer or titular head of the Council, or his/her successor in functions, if any.

**MSRB** means the Municipal Securities Rulemaking Council or any successor to its functions.

**NRMSIR** means a nationally recognized municipal securities information repository.

**Project** shall mean the undertaking or undertakings of Acquiring the capital improvements described herein.

**Purchaser** or **Underwriter** shall mean Seattle-Northwest Securities Corporation of Boise, Idaho, or its successor in functions, if any.

**Refunded Obligations** means the outstanding obligations of the City described in Section 5 herein.

**Refunding Account** means the account by that name established by this Ordinance.

**Rule** means the Security & Exchange Commission's Rule 15c2-12 under the Securities and Exchange Act of 1934, as the same may be amended from time to time.

**SID** means the state information depository for the State of Idaho, the Idaho State Treasurer.

**Treasurer** shall mean the Treasurer of the City, or his/her successor in functions, if any.

## **Section 2: THE PROJECT**

**A. Project Description.** The Bonds are being issued for the purpose of providing the funds necessary for several different purposes, more particularly described as follows:

- (1) Redeeming the City's outstanding obligations issued in 1999 and 2001 for public safety facilities;
- (2) Constructing, equipping and furnishing new public safety facilities;
- (3) Constructing, equipping and furnishing a new library facility;
- (4) Purchasing equipment, furnishings and materials for use within the new fire fighting and library facilities, payment of associated fees and contingencies; and
- (4) Payment of all costs associated with the planning and construction of the improvements described hereinabove, including, but not limited to, architectural fees, engineering, legal and other consultants fees and costs,

together with the purchase of sites and easements therefor and all appurtenances and equipment necessary or useful for the fire station and library facilities (the "Project"), all pursuant to the preliminary maps, plans, and specifications therefor heretofore developed and on file in the office of the City Clerk.

**B. Allocation of Bonds to Projects.** Attached hereto as Exhibit "D" is the schedule of the portion of this series of Bonds allocated to payment of the costs and expenses of the library project. Attached hereto as Exhibit "E" is the schedule of the portion of this series of Bonds allocated to the funding and refunding of the public safety improvements.

### **Section 3: BONDS AUTHORIZED**

General obligation bonds of the City, designated "City of Coeur d'Alene General Obligation Funding and Refunding Bonds, Series 2006" (the "Bonds"), in the aggregate principal amount of \$9,500,000, are hereby authorized to be issued pursuant to Idaho Code Title 57, Chapter 2.

### **Section 4: DESCRIPTION OF BONDS**

The Bonds shall be dated as of August 1, 2006, shall be in the aggregate principal sum of \$9,500,000, and shall be issued in fully registered form in the denomination of \$5,000 each, or any integral multiple thereof (provided that no single Bond shall represent more than one maturity). The Bonds shall be substantially in the form set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

The Bonds shall mature and bear interest at the rates set forth in the Purchase Offer submitted by Seattle-Northwest Securities Corporation attached hereto as Exhibit "B" incorporated herein by reference. Interest shall be payable semiannually on each March 1 and September 1, commencing on September 1, 2006, to the respective dates of maturity or prior redemption of the Bonds. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

### **Section 5: REFUNDING PLAN AND PROCEDURES**

**A.** *Refunding Plan.* For the purpose of realizing a debt service savings and benefiting the taxpayers of the City, the City Council proposes to issue refunding bonds for the purpose of providing for the payment of the principal of and interest on and the redemption price of the following outstanding obligations of the City:

(1) The City's Promissory Note dated April 8, 1999 ("Note"), secured by a Real Estate Deed of Trust for the City's police station ("Police Station"), currently outstanding in the principal amount of \$850,000, payments due between 2005 and 2009, inclusive, shall be paid on \_\_\_\_\_, 2006, at the price of par plus accrued interest, plus 2% penalty on the principal amount in excess of \$250,000; and

(2) The City's Certificates of Participation, Series 2001, ("Certificates") for its Fire Station No. 3 Project ("Fire Station"), dated May 1, 2001, payable in accordance with the original schedule of principal and interest due, to maturity.

Collectively, the repayment of the Refunded Obligations shall be referred to as the Refunding Plan (the "Refunding Plan").

**B.** *Refunding Account.* There is hereby authorized to be created in the Bond Fund an account known as the "Refunding Account," which account is to be drawn upon for the sole purpose of paying the principal of and interest on the Refunded Obligations until their date of redemption and of paying costs related to the refunding of the Refunded Obligations.

The proceeds of sale of the Bonds allocated to pay the Refunded Obligations (exclusive of accrued interest thereon, which shall be paid into the Bond Fund, shall be credited to the Refunding Account.

Money in the Refunding Account shall be used immediately upon receipt to defease the Refunded Obligations as authorized by the Resolution and Ordinance authorizing the issuance of the Refunded Obligations and to pay costs of issuance. The City shall defease the Refunded Obligations and discharge such obligations by the use of money in the Refunding Account to purchase certain Government Obligations (which obligations so purchased, are herein called "Acquired Obligations"), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

- (1) Interest on the Refunded Obligations due and payable through and including the final payment date; and
- (2) the redemption price of the Refunded Obligations as follows:

Police Station: The principal amount of the Note due on the Police Station on October 1, 2006, plus a two percent (2.0%) premium on the principal amount in excess of \$250,000;

Fire Station: The principal amounts of the Certificates as they mature, all as set forth in Ordinance No. 3017, adopted on April 17, 2001, which authorized the issuance of the Certificates.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

**C. Escrow Agent/Escrow Agreement.** To carry out the advance refunding and defeasance of the Refunded Obligations, U. S. Bank National Association is appointed as escrow and refunding agent (the "Escrow Agent"). A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Obligations. The proceeds of the Bonds remaining in the Refunding Account after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Bonds.

In order to carry out the purposes of this section, the Treasurer of the City is authorized and directed to execute and deliver to the Escrow Agent, an Escrow Deposit Agreement, substantially in the form on file with the City. In addition, for the purpose of effecting delivery of the Acquired Obligations to be held by the Escrow Agent, the Treasurer of the City is further authorized to enter into a forward purchase agreement for securities in such form as shall be approved by the Escrow Agent and bond counsel for the City.

**D. *Implementation of Refunding Plan.*** The City hereby irrevocably sets aside sufficient funds out of the purchase of Acquired Obligations from proceeds of the Refunded Obligations to make the payments described herein.

The City hereby irrevocably calls the Refunded Obligations for the Police Station for redemption on October 1, 2006 in accordance with the provisions of Section 3-A of the Building Lease, as authorized by Resolution No. 99-065 authorizing the issuance of the Note, authorizing the redemption and retirement of the Refunded Obligations prior to their fixed maturities. Said defeasance and call for redemption of the Refunded Obligations shall be irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Refunded Obligations for the Fire Station are not payable prior to their stated dates of maturity. The City, however, irrevocably calls the Refunded Obligations represented as Certificates for the Fire Station as they mature and defeases the same in accordance with Idaho State Law allowing the defeasance of the Refunded Obligations represented by the Certificates. Said defeasance and call for redemption of the Refunded Obligations for the Fire Station shall be irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of the redemption of the Refunded Obligations in accordance with the applicable provisions of the Resolutions and funding documents authorizing and associated with the issuance of the Refunded Obligations. The Treasurer is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notices therefor. The costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Treasurer, or, at the direction of the Treasurer, to the Bond Registrar, sums sufficient to pay, when due, the payments specified in of subsection (a) of this Ordinance. All such sums shall be paid from the money and Acquired Obligations deposited with said Escrow Agent pursuant to the previous section of this Ordinance, and the income therefrom and proceeds thereof. All such sums so paid to said Treasurer shall be credited to the Refunding Account. All money and Acquired Obligations deposited with said bank and any income therefrom shall be held, invested (but only at the direction of the Treasurer) and applied in accordance with the provisions of this Ordinance and with the laws of the State of Idaho for the benefit of the City and owners of the Refunded Obligations.

The City will take such actions as are found necessary to ensure that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Obligations shall be paid when due.

## **Section 6:     REGISTRATION, EXCHANGE AND PAYMENTS**

(a)     *Registrar/Bond Register.* The City hereby requests that U. S. Bank National Association, of Salt Lake City, Utah, serve as registrar, authenticating agent, paying agent and transfer agent (collectively, the “Bond Registrar”). The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of the Bonds (the “Bond Register”), which shall be open to inspection by the City. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this Bond Ordinance and to carry out all of the Bond Registrar’s powers and duties under this Bond Ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b)     *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 5(h) hereof, but such registration may be transferred as herein provided. All such payments made as described in Section 5(h) shall be valid and shall satisfy the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c)     *DTC Acceptance/Letter of Representations.* The Bonds shall initially be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City shall execute and deliver to DTC a Blanket Issuer Letter of Representations (the “Letter of Representations”).

Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice that is permitted or required to be given to Registered Owners under this Bond Ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this Bond Ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Bonds.

(d)     *Use of Depository.*

(i)     The Bonds shall be registered initially in the name of CEDE & Co., as nominee of DTC, with a single Bond for each maturity in a denomination equal to the total principal amount of such maturity. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any

substitute depository appointed by the City pursuant to subsection (ii) below or such substitute depository's successor; or (C) to any person as provided in subsection (iv) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the City to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (A) or (B) of subsection (i) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together with a written request on behalf of the City, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or substitute depository, or its nominee, all as specified in such written request of the City.

(iv) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the City determines that it is in the best interest of the beneficial owners of the Bonds that the Bonds be provided in certificated form, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The City shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds in certificated form, to issue Bonds in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds, together with a written request on behalf of the City to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are provided in such written request.

(e) *Transfer or Exchange of Registered Ownership; Change in Denominations.* The registered ownership of any Bond may be transferred or exchanged, but no transfer of any Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and canceled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day of the month next preceding any interest payment date and ending at the close of business on such interest payment date, or, in the case of any proposed redemption of the Bonds, after the mailing of notice of the call of such Bonds for redemption.



(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all Bonds are in fully immobilized form, payments of principal and interest shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar; provided, however, that if so requested in writing by the Registered Owner of at least \$1,000,000 principal amount of Bonds, interest will be paid by wire transfer on the date due to an account with a bank located within the United States.

**Section 7: REDEMPTION OF BONDS PRIOR TO MATURITY**

**A. Optional Redemption of Bonds.** The Bonds of this issue maturing in the years 2006 through 2016, inclusive, are not subject to redemption prior to maturity. Bonds maturing on or after September 1, 2017 are subject to redemption, in whole or in part, on any date on and after September 1, 2016, at a price of par plus accrued interest, if any, to the date of redemption.

**B. Mandatory Redemption.** The Bonds maturing on \_\_\_\_\_ 1, \_\_\_\_\_ (which shall be deemed to be Term Bonds), shall be redeemed prior to maturity by lot (or paid at maturity), not later than \_\_\_\_\_ 1 in the years 20\_\_\_\_\_ through 20\_\_\_\_\_ (to the extent such Bonds have not been previously redeemed or purchased) and in the principal amounts set forth below, without premium, together with the interest accrued to the date fixed for redemption.

Year	Amount
	\$

**C. Selection of Bonds for Redemption.** In the event the Purchaser elects for the Bonds to be held in fully immobilized form, the selection of particular Bonds within a maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. In all other cases, if the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the Issuer and the Bond Registrar shall treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity and interest rate in any of the denominations herein authorized.

**D. Notice of Redemption.** Unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption shall be sent by the Bond Registrar by first-class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed at his address shown on the Bond Register and to DTC. This requirement shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed.

The Bond Registrar shall also provide notice of redemption (at least 30 days) to each NRMSIR and SID, if any, as required.

**E. Effect of Redemption.** When so called for redemption, the Bonds shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and any such Bonds shall not be deemed to be outstanding as of such redemption date.

**F. Open Market Purchase and Cancellation.** The City hereby reserves the right to purchase the Bonds on the open market at any time at a price deemed acceptable by the Council. In the event that the City shall purchase the Bonds at a price (exclusive of accrued interest) of less than the principal amount thereof, the Bonds so purchased shall be credited at the par amount thereof against the debt service requirement. Any Bonds so purchased shall be canceled.

## **Section 8: CONSTRUCTION FUND**

There is hereby created, and shall be maintained by the Treasurer, a fund separate and distinct from all other funds and accounts of the City, designated "City of Coeur d'Alene Construction Fund" (the "Construction Fund"), into which shall be deposited all of the proceeds of the sale of the Bonds, except accrued interest, if any, which shall be deposited into the Bond Fund and the amount necessary for the purchase of Acquired Obligations to refund the Refunded Obligations, which shall be deposited into the Refunding Account.

Any interest earnings on moneys invested from the Construction Fund shall be deposited into said Construction Fund. The City's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties shall be deposited into said Construction Fund to assure the completion of the Project.

The Bond proceeds shall be used to pay the Costs of the Project heretofore authorized. When the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Construction Fund may be used for other capital improvements and betterments of the facilities of the City, or may be deposited into the Bond Fund.

**Section 9: BOND FUND**

There is hereby created, and shall be maintained by the Treasurer, a fund separate and distinct from all other funds and accounts of the City, designated "City of Coeur d'Alene General Obligation Funding and Refunding Bond Fund" (the "Bond Fund"), for the purpose of paying the principal of and interest on the Bonds and all other General Obligation Funding and Refunding Bonds of the City when due. Proceeds of taxes levied, unlimited by constitutional and statutory tax limitations, to pay the principal of and interest on the Bonds, shall be deposited in and held in such Bond Fund. Said Bond Fund shall be maintained by the Treasurer until the principal of and interest on said Bonds has been fully paid.

**Section 10: LEVY OF TAXES FOR PAYMENT**

The Bonds are general obligations of the City, and as such the full faith, credit and resources of the City are hereby pledged for their payment. The officers now or hereafter charged by law with the duty of levying taxes for the payment of said Bonds and the interest thereon shall, in the manner provided by law, make annual tax levies unlimited as to rate or amount upon all of the taxable property within the City sufficient in amount to meet the annual payments of principal and semiannual payments of interest maturing and accruing on the Bonds.

**Section 11: PROVISION FOR DEFEASANCE OF THE BONDS**

In the event that money and/or "Government Obligations", as such obligations are now or hereafter defined in Idaho Code Section 57-504, maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the certain Bonds so provided for, and such Bonds and interest accrued thereon shall then cease to be entitled to any lien, benefit or security of this Bond Ordinance, except the right to receive the funds so set aside and pledged, and such Bonds and interest accrued thereon shall no longer be deemed to be outstanding hereunder.

Within thirty (30) days of any defeasance of Bonds, the Bond Registrar shall provide notice of defeasance of Bonds to the Registered Owners and to each NRMSIR and SID, if any, in accordance with Section 15 hereof.

**Section 12: SALE OF BONDS**

Pursuant to the terms of Idaho Code 57-215, the Council finds that the purchase contract that has been distributed to the Council is reasonable and that it is in the best interest of the City that the Bonds shall be sold upon the conditions set forth in the purchase contract. The Council deems it in the best interests of the City to sell the Bonds at private sale. The Council accepts the purchase offer attached hereto as Exhibit "B" and authorizes the Mayor or City Clerk to execute the purchase offer and deliver it to the Seattle-Northwest Securities Corporation, the Purchaser. The Bonds shall be issued and delivered to the Purchaser upon payment of the purchase price specified in the purchase contract.

**Section 13: EXECUTION OF BONDS**

Without unreasonable delay the City shall cause definitive Bonds to be prepared, executed and delivered, which Bonds shall be printed with steel engraved borders. The Bonds shall be executed on behalf of the City by the Mayor, countersigned by the City Treasurer, with both signatures attested to by the City Clerk, (which signatures may be by facsimile) and shall have a facsimile of the seal of the City imprinted thereon. The Bonds shall then be delivered to the Bond Registrar for authentication and delivery.

Until the definitive Bonds are prepared, the City may, if deemed necessary by the Clerk, utilize a temporary bond which shall be typewritten, and which shall be delivered to the Purchaser of the Bonds in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds. The temporary bond shall be dated as of the date of the Bonds, shall be in the denomination of \$9,500,000 shall be numbered T-1, shall be substantially of the tenor of such definitive Bonds, but with such omissions, insertions and variations as may be appropriate to temporary bonds, shall be manually signed by the Mayor, the City Treasurer, the City Clerk, and the Bond Registrar and shall have the seal of the City affixed thereto. In the event a temporary Bond is issued, the Treasurer shall be deemed the Bond Registrar solely for the purpose of such temporary Bond.

In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

**Section 14: TAX COVENANTS; SPECIAL DESIGNATION**

A. The City hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City which may be deemed to be proceeds of such Bonds pursuant to Section 148 of the Code which will cause the Bonds to be “arbitrage bonds” within the meaning of said section and said regulations.

B. The City hereby designates the Bonds as “Qualified Tax-Exempt Obligations” for purposes of Section 265(b) of the Code. The City does not expect to issue tax-exempt obligations in an aggregate principal amount in excess of \$10,000,000 during the 2005 calendar year.

**Section 15: BOND REGISTRAR**

U. S. Bank National Association, of Salt Lake City, Utah, is hereby appointed as Bond Registrar, authenticating agent, paying agent, and transfer agent with respect to the Bonds, subject to the following terms and conditions:

A. The Bond Registrar shall keep, or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which books are hereby defined as the “Bond Register,” in which shall be maintained the names and addresses of the Registered Owners of the Bonds. Said Bond Register shall at all times be open to inspection by the City.

B. Subject to the terms of any agreement with the Bond Registrar, the City shall pay to the Bond Registrar from time to time reasonable compensation for all services rendered under this Bond Ordinance, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Bond Ordinance.

C. The Bond Registrar shall be responsible for the safekeeping of any unauthenticated bonds, and for its representations contained in the Certificate of Authentication on the Bonds.

D. The Bond Registrar may become the owner of Bonds with the same rights it would have if it were not the Bond Registrar, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners.

E. The City hereby adopts as its system of registration the system set forth in Idaho Code, Title 57, Chapter 9.

**Section 16: UNDERTAKING TO PROVIDE ONGOING DISCLOSURE**

**A. Contract/Undertaking.** This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule.

**B. Financial Statements/Operating Data.** The City agrees to provide or cause to be provided to each NRMSIR and to the SID, if any, in each case as designated by the SEC in accordance with the Rule, the following annual financial information and operating data for the prior fiscal year (commencing in 2006 for the fiscal year ended September 30, 2005):

1. Annual financial statements, which statements may or may not be audited, showing ending fund balances for the City's general fund prepared in accordance with the Budgeting Accounting and Reporting System prescribed by the State of Idaho and generally of the type included in the official statement for the Bonds under the heading "Financial Statements" which is Appendix "B";
2. The assessed valuation of taxable property in the City;
3. Ad valorem taxes due and percentage of taxes collected;
4. Property tax levy rate per \$1,000 of assessed valuation; and
5. Outstanding general obligation debt of the City.

Items 2-5 shall be required only to the extent that such information is not included in the annual financial statements.

The information and data described above shall be provided on or before nine months after the end of the City's fiscal year. The City's current fiscal year ends September 30, 2005. The City may adjust such fiscal year by providing written notice of the change of fiscal year to each then existing NRMSIR and the SID, if any. In lieu of providing such annual financial information and operating data, the City may cross-reference to other documents provided to the NRMSIR, the SID or to the SEC and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

If not provided as part of the annual financial information discussed above, the City shall provide the City's audited annual financial statement prepared in accordance with the budgeting accounting and reporting system prescribed by the Idaho State Auditor pursuant to Idaho Code when and if available to each then existing NRMSIR and the SID, if any.

**C. Material Events.** The City agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, if material:

- Principal and interest payment delinquencies;
- Non-payment related defaults;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;

- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- Modifications to the rights of Bond owners;
- Bond calls (optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856);
- Defeasances;
- Release, substitution or sale of property securing repayment of the Bonds; and
- Rating changes.

Solely for purposes of disclosure, and not intending to modify this undertaking, the City advises that no debt service reserves or property secures payment of the Bonds and the Bonds are subject to optional redemption.

**D. *Notification Upon Failure to Provide Financial Data.*** The City agrees to provide or cause to be provided, in a timely manner, to each NRMSIR or to the MSRB and to the SID, if any, notice of its failure to provide the annual financial information described in Subsection (b) above on or prior to the date set forth in Subsection (b) above.

**E. *Termination/Modification.*** The City's obligations to provide annual financial information and notices of material events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Any provision of this section shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that the portion of the Rule that requires that provision is invalid, has been repealed retroactively or otherwise does not apply to the Bonds and (2) notifies each NRMSIR and the SID, if any, of such opinion and the cancellation of this section.

The City may amend this section with an opinion of nationally recognized bond counsel in accordance with the Rule. In the event of any amendment of this section, the City shall describe such amendment in the next annual report, and shall include, a narrative explanation of the reason for the amendment and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a material event under Subsection (c), and (ii) the annual report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**F. *Bond Owner's Remedies Under This Section.*** The right of any Bondowner or beneficial owner of Bonds to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City's obligations under this section, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds. For purposes of this section, "beneficial owner" means any person who

has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

**Section 17: INSURANCE AND RATING AGENCY**

The City hereby agrees to be bound by any and all reasonable requirements of the Insurer, if any, and/or any rating agency selected by the Purchaser or its designee. The City shall make its best attempt to comply with and respond to any requests or requirements of such Insurer or rating agency in a timely manner.

Any appropriate City employee or officer required by the Insurer or rating agency to execute or provide documents for such application or coverage is hereby authorized to act on behalf of the City in their capacity as employee or officer.

**Section 18: APPROVAL OF PRELIMINARY OFFICIAL STATEMENT**

The City hereby approves the Preliminary Official Statement presented herewith to the City Council and authorizes the distribution of the Preliminary Official Statement by the Underwriter in connection with the offering of the Bonds. Pursuant to the Rule, the City hereby deems the Preliminary Official Statement as final as of its date except for the omission of information dependent upon the pricing of the issue and the completion of the underwriting agreement, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, and other terms of the Bonds dependent on the foregoing matters. The City agrees to cooperate with the Underwriter to deliver or cause to be delivered within seven (7) business days from the date of the Purchase Contract and in sufficient time to accompany any confirmation that requests payment from any customer of the Underwriter, copies of a final official statement in sufficient quantity to comply with paragraph (b)(4) of the Rule and the rules of the MSRB.

**Section 19: AUTHORITY TO EXECUTE ESCROW AGREEMENT**

An appropriate City representative or officer is hereby authorized to provide necessary documents to or execute for the purpose of activating the application of an Escrow Agreement by and between the City and the Escrow Agent for the redemption of the Refunded Obligations.



**Section 20: RATIFICATION**

All action heretofore taken by the Council, and the employees of the City, (not inconsistent with the provisions of this Bond Ordinance), in connection with the calling, noticing and conducting of the special election, making said acquisitions and improvements within and for the City, and the issuance of the Bonds, are hereby in all respects ratified, approved and confirmed.

**Section 21: SEVERABILITY**

If any one or more of the covenants or agreements provided in this Bond Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Bond Ordinance and shall in no way affect the validity of the other provisions of the Bond Ordinance or of any Bonds.

**Section 22: REPEALER**

All Ordinances or parts thereof in conflict herewith, to the extent of such conflict, are hereby repealed.

**Section 23: EFFECTIVE DATE**

This Bond Ordinance shall be in full force and effect after its adoption and publication, or publication of a summary of this Ordinance, as required by law. A summary is attached hereto as Exhibit "C" and incorporated herein by this reference.

ADOPTED by the City Council of the City of Coeur d'Alene after a suspension of the rules on July 18, 2006.

CITY OF COEUR D'ALENE,

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

( S E A L )

**CERTIFICATION**

I, the undersigned, as City Clerk of the City of Coeur d'Alene, of Kootenai County, Idaho, HEREBY CERTIFY that the foregoing Ordinance is a full, true and correct copy of an Ordinance duly passed and adopted at a regular meeting of the City Council of said City, duly held at the regular meeting place thereof on \_\_\_\_\_, 2006, of which meeting all members of said Council had due notice, and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAINING, Councilmembers:

I FURTHER CERTIFY that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand on \_\_\_\_\_, 2006.

---

City Clerk

( S E A L )



presentation and surrender of this Bond by the Registered Owner at the principal office of the Bond Registrar.

Reference is hereby made to additional provisions of this Bond set forth on the reverse side hereof and such additional provisions shall for all purposes have the same effect as if set forth in this space.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under Ordinance No. \_\_\_\_\_, (the "Bond Ordinance") adopted by the City Council of the City on \_\_\_\_\_, 2006, until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar by its duly designated agent.

IT IS HEREBY CERTIFIED that all acts, conditions and things required by the Constitution and laws of the State of Idaho to exist, to have happened, been done and performed precedent to and in the issuance of this Bond have happened, been done and performed and that the issuance of this Bond and the Bonds of this series does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, City of Coeur d'Alene has caused this Bond to be executed by the manual signatures of the Mayor and City Treasurer, attested by the City Clerk, with the seal of the City imprinted or impressed hereon, as of the \_\_\_\_\_ day of August, 2006.

CITY OF COEUR D'ALENE,  
Kootenai County, Idaho

\_\_\_\_\_  
[manual or facsimile signature]

Mayor

\_\_\_\_\_  
[manual or facsimile signature]

Treasurer

ATTEST:

\_\_\_\_\_  
(manual or facsimile signature)

City Clerk

[Facsimile or Manual Seal]

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

This Bond is one of the City of Coeur d’Alene General Obligation Funding and Refunding Bonds, Series 2006, dated as of August 1, 2006, described in the within-mentioned Bond Ordinance, and is duly registered pursuant to Idaho Code.

U. S. BANK NATIONAL ASSOCIATION,  
as Bond Registrar

By \_\_\_\_\_ [manual signature] \_\_\_\_\_  
Authorized Officer

-----  
[Reverse of Bond]

**ADDITIONAL PROVISIONS**

This Bond is one of a duly authorized series of Bonds of like date, tenor, designation and effect, except for variations required to state numbers, denominations, rates of interest and dates of maturity, in the aggregate principal amount of \$9,500,000, issued pursuant to and in full compliance with the Constitution and laws of the State of Idaho, particularly Idaho Code, Title 57, Chapter 2, and Idaho Code Section 50-1019(5), and also pursuant to the legal authorization of a special election duly noticed, held and conducted within said City on February 1, 2005, and further pursuant to proceedings duly adopted and authorized by the City Council of the City acting for and on behalf of the City, more particularly the Bond Ordinance. Capitalized terms used herein shall have the meanings given to them by the Bond Ordinance.

The full faith, credit and resources of the City are pledged for the punctual and full payment of the principal of and interest on this Bond and the Bonds of this series. This Bond and the Bonds of this series are payable from ad valorem taxes levied and to be levied upon all the taxable property within said City without limitation as to rate or amount.

This Bond and the Bonds of this series are issued for the purpose of acquiring, constructing, and installing a new library facility, new fire fighting facilities, and to refund and recall the City’s outstanding 1999 Note and 2001 Certificates of Participation issued to finance public safety capital improvements for the City, all as more fully described in the Bond Ordinance.

Bonds of this issue maturing on or after September 1, 2017 may be called or prepaid prior to maturity on or after September 1, 2016, as set forth in the Bond Ordinance.

The Bonds are issued in the denomination of \$5,000 each, or any integral multiple thereof (provided that no single Bond shall represent more than one maturity). Bonds are exchangeable for Bonds of any authorized denomination of equal aggregate principal amount and of the same interest rate and maturity, upon presentation and surrender to the Bond Registrar.

Reference is hereby made to the Bond Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond and the Bonds of this series have been issued. The covenants contained herein and in the Bond Ordinance may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Ordinance.

### **LEGAL OPINION**

It is hereby certified that a true and complete copy of the legal opinion of Preston Gates & Ellis LLP, of Coeur d'Alene, Idaho, which opinion was dated the date of delivery of and payment for the Bonds described therein, an original of which was delivered to me on said date, is now a part of the permanent records of the City.

CITY OF COEUR D'ALENE  
Kootenai County, Idaho

\_\_\_\_\_  
[manual or facsimile signature]

City Clerk

**Exhibit “B” – Offer to Purchase Bonds**

Exhibit “C” – Summary for Publication

SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF COEUR D’ALENE, OF KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE OF \$9,500,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION FUNDING AND REFUNDING BONDS OF THE CITY; PROVIDING THE DATE, FORM AND DESIGNATION OF SAID BONDS; PROVIDING FOR AND AUTHORIZING THE PURCHASE OF CERTAIN OBLIGATIONS WITH A PORTION OF THE PROCEEDS OF THE SALE OF SUCH BONDS AND FOR THE USE AND APPLICATION OF THE MONEYS TO BE DERIVED FROM SUCH INVESTMENTS; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; PROVIDING FOR THE SALE OF THE BONDS TO SEATTLE-NORTHWEST SECURITIES CORPORATION; PROVIDING FOR COMPLIANCE WITH CERTAIN TAX AND DISCLOSURE REQUIREMENTS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

A summary of the principal provisions of Ordinance No. \_\_\_\_\_ of the City of Coeur d’Alene, of Kootenai County, Idaho, adopted on \_\_\_\_\_, 2006, is as follows:

**Section 1:** Defines various words, phrases and terms used in the Ordinance and the Bonds.

**Section 2:** Provides a project description and the costs associated therewith.

**Section 3:** Authorizes the Bonds designated “City of Coeur d’Alene General Obligation Funding and Refunding Bonds, Series 2006” (the “Bonds”), in the aggregate principal amount of \$9,500,000, pursuant to Idaho Code Title 57, Chapter 2.

**Section 4:** Describes the Bonds, the maturity thereof and the payment of principal and interest thereon.

**Section 5:** Describes the Refunding Plan and procedure for the City’s outstanding obligations being refunded and appoints U. S. Bank as the Escrow Agent to implement the Refunding Plan.

**Section 6:** Describes the method of registration, exchange and payment of the Bonds.



**Section 7:** Provides for the redemption of Bonds prior to their stated dates of maturity at specific times and under certain conditions.

**Section 8:** Creates a Construction Fund of the City and describes the funds to be deposited therein and the uses therefore.

**Section 9:** Creates a General Obligation Funding and Refunding Bond Fund to pay the principal of and interest on the Bonds.

**Section 10:** Describes the Bonds as general obligations of the City and pledges the City's full faith, credit and resources for their payment. Charges the City officials with the responsibility to make annual tax levies unlimited as to rate or amount upon all of the taxable property within the City sufficient in amount to pay the principal and interest on the Bonds.

**Section 11:** Provides for the defeasance of the Bonds under certain conditions.

**Section 12:** Approves the sale of the Bonds to Seattle-Northwest Securities Corporation, of Boise, Idaho..

**Section 13:** Orders the preparation and delivery of the Bonds and describes the method of execution of the Bonds.

**Section 14:** Sets forth tax covenants and designates the Bonds as “Qualified Tax-Exempt Obligations” pursuant to Section 265(b) of the Code.

**Section 15:** Appoints U. S. Bank National Association, of Salt Lake City, Utah, as Bond Registrar, authenticating agent, paying agent, and transfer agent with respect to the Bonds, subject to certain terms and conditions, and describes the responsibilities of the Bond Registrar.

**Section 16:** Describes the City’s commitment to provide ongoing disclosure pursuant to the Rule.

**Section 17:** Covenants to comply with any reasonable request of an insurer or rating agency.

**Section 18:** Approves the Preliminary Official Statement prepared by the Purchaser.

**Section 19:** Authorizes the appropriate City representative or official to execute the Escrow Agreement between the City and Refunding Agent.

**Section 20:** Ratifies the actions taken by the City in connection with the conduct of the special election and the issuance of the Bonds.

**Section 21:** Provides that any covenant or agreement herein declared contrary to law shall be null and void and separated from the remainder of the Ordinance.

**Section 22:** Repeals any ordinance or part thereof in conflict with this Ordinance.

**Section 23:** Provides that the Ordinance shall be in effect after adoption and publication of this summary.

**Exhibit "A":** Provides a form of the Bonds to be delivered.

**Exhibit "B":** Provides the offer to purchase the Bonds.

**Exhibit "C":** Provides this form of Summary for Publication.

**Exhibit "D":** Designates the portion of the Bonds to be used for the library project.

**Exhibit "E":** Designates the portion of the Bonds to be used for public safety improvements.

The full text of Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this 18<sup>th</sup> day of July, 2006

CITY OF COEUR D'ALENE

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

( S E A L )

**CERTIFICATION OF BOND ATTORNEY**

I, the undersigned Bond Counsel for and legal advisor to the City of Coeur d'Alene, of Kootenai County, Idaho, hereby certify that I have read the attached summary of Ordinance No. \_\_\_\_\_ of the City of Coeur d'Alene and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

PRESTON GATES & ELLIS LLP

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Bond Attorney

RESOLUTION NO. 06-040

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

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

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

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

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

DATED this 18<sup>th</sup> day of July, 2006.

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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 EDINGER Voted \_\_\_\_\_

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

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

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

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

## ANNEXATION AGREEMENT

**THIS AGREEMENT**, made and dated this 18<sup>th</sup> day of July, 2006, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho (the "City"), and **Marina Yacht Club, LLC.**, an Idaho corporation with its principal place of business at P.O. Box 6200, Coeur d'Alene, Idaho 83816-6200 (the "Owner").

### **WHEREAS:**

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

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

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

### SECTION I: LEGAL DESCRIPTION

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

### SECTION II: STANDARDS

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

### **SECTION III: UTILITIES**

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

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

In the event that the ultimate sewer infrastructure that the Owner will be required to build (as identified on the sewer master plan) is larger than would be required to provide sewer service only to the Property and if, in the opinion of the City, this size/capacity disparity

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

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

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

- 3.5: Emergency Inter-tie with Cougar Ridge or Other Backup Water Supply: The Owner acknowledges that the City currently has only one water line providing service to Blackwell Island and that a secondary backup supply is necessary in order for the Property to be developed. As such, Owner agrees that it will provide a backup domestic water supply with sufficient capacity to provide water service to the Blackwell Island PUD in the event that the City's sole main is damaged or otherwise removed from service. This backup water supply ~~with~~will be constructed prior to the issuance of building permits for any development in Area #1 of the PUD, but shall not be required for the issuance of building permits for any development in the balance of the PUD. Prior to the development of Area #1 of the PUD, the City will provide water service to the proposed marina, the existing Cedars Restaurant and proposed marina sales facility upon payment of the required fees.

In the event that the Owner is able to secure an agreement with the owners of the Cougar Ridge water system to provide a backup water supply, the City agrees to participate in the cost of development of an emergency inter-tie between the City's and the Cougar Ridge



water systems in order to provide a backup water source for the City's existing water customers west of the Spokane River. Each party to the agreement will pay a proportionate share of the cost based on the then existing number of City water customers west of the Spokane River who would receive a benefit from the backup water supply and the number of additional units any other participant can legally build that will benefit from the backup water supply.

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

#### **SECTION IV: IMPROVEMENTS**

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

- 4.3 Maintenance of Streets and Sidewalks: All streets in the Property are designated to be private. Owner shall be solely responsible for maintenance and repairs of the streets. The Owner may, at a later date dedicate the streets to the public provided that such dedication shall not be effective unless specifically accepted by the City.
- 4.4 Pedestrian / Bicycle Paths: Owner is under an obligation, as a successor in interest to an August 21, 1996 Annexation Agreement (Resolution 96-100), to build a class 1 pedestrian/bike path along Highway 95 between Marina Drive and the bridge over the Blackwell Canal. However, the parties have agreed that in exchange for the development of pedestrian and bike paths as described in the PUD and depicted on the attached Exhibit "C", which is incorporated herein by reference, Owner will no longer be required to build the bike path along Highway 95. Construction of the pedestrian and bike paths will occur concurrently with Owner's development of each phase of the PUD adjoining a particular section of pedestrian or bike path, and consistent with the design and construction standards incorporated into the PUD application and approval. In addition, Owner agrees to construct the path across the City property described more fully in section 5.4, below (the "City Property"), as depicted on Exhibit "C". The City hereby grants permission to Owner to build the path on the City property as depicted on Exhibit "C", and further agrees to execute, deliver, and record an easement or other documentation deemed necessary by the parties to allow for the construction of the path through the City Property. The paths along Marina Drive and through the City Property shall be ten (10) feet wide, suitable for both bike and pedestrian uses, and ~~(not less than eight feet wide, hard surface bike / pedestrian path,~~ separated from the vehicular travel ways where feasible, as shown on Exhibit "C")-. The path along the Spokane River frontage, adjacent to Area #1 of the approved PUD site plan shall be eight (8) feet in width, and for pedestrian use only unless otherwise deemed appropriate by the Owner.

## **SECTION V: RIGHTS-OF-WAY AND EASEMENTS**

- 5.1 Utility Easements. To the extent water and sewer utilities are located in areas other than those identified in existing easements held by the City, the Owner will dedicate to the City new easements, and the City will vacate, of record, the existing easements.
- 5.2 Bike and Pedestrian Path Easements. Except for the easements along U.S. Highway 95 and the access easement over and along Marina Drive, the City hereby vacates and extinguishes all easements on the Property or within the Blackwell Island PUD for bike and pedestrian paths, including but not limited to those granted to the City of Coeur d'Alene by instruments recorded September 19, 1996, under file numbers 1462519, 1462520, 1462521 and 2462522, records of Kootenai County, Idaho. The City agrees to make, execute, deliver and/or record any and all documents necessary to reflect such vacations as a matter of public record in the real property records for Kootenai County, Idaho. Upon development of the bike and pedestrian pathways identified in the Blackwell Island PUD and discussed above in Section 4.4, the Owner will dedicate new

easements to the City for the benefit of the public, in the as-built locations of the new bike and pedestrian pathways, as provided for in the PUD approval, and the City will dedicate an easement for the benefit of the public in the as-built location of the path through the City Property.

- 5.3 Bike Path and Pedestrian Easement along Highway 95: The City shall retain all rights to the easement along U.S. Highway 95 adjacent to the Property and the balance of the PUD area. However, in exchange for the development of other bike and pedestrian pathways as discussed above in Section 4.4, the Owner, its successors or assigns, shall have no further obligation for the construction or development of a bike path along U.S. Highway 95. Until construction of a bike and pedestrian pathway along U.S. Highway 95 is commenced, however, the Owner shall have the right to use and occupy the same for trees, landscaping, pavements and other non-structural improvements, consistent with the PUD approval and highway rights of way. The Owner agrees to remove such improvements, at its own cost and expense, upon request by the City in conjunction with the City's actual development of a bike path within the easement area along U.S. Highway 95.
- 5.4 Right of First Refusal. The City currently holds fee title to a strip of land approximately 93 feet wide and 788 feet long, extending Easterly from the Easterly right of way line of Marina Drive to the Spokane River, and bordering the Northerly boundary of Area #1, as defined more fully in Instrument No. 1462523, records of Kootenai County, Idaho, and referred to herein as the "City Property". The Owner shall have the right of first refusal to acquire all or part of ~~such strip the City Property~~ by trade for property of equal or equivalent value, in the event the City, at any time, determines all or any part of it is surplus, and not necessary for City purposes, and elects to dispose of the same. If Owner does not propose a trade for property acceptable to the City within ninety (90) days of the City's notice to Owner at the address contained herein that the City is interested in exchanging the City ~~property~~Property, the City will have no further obligation to trade the City ~~property~~Property and may dispose of the City ~~property~~Property in any manner that the City Council determines is in the public interest in the manner provided by law.

## **SECTION VI: FEES**

- 6.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of \$155,805.00. This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per potential equivalent dwelling unit), as it applies to the 12.22 acres of C17 zoned developable land within the Property, identified as Area #1 in the Blackwell Island PUD. In order to offset ~~the potential~~ additional annexation fees for the remainder of the Property (as may be the case if allowable density from the balance of the Property other than Area #1 is clustered within Area #1), the Owner agrees to provide to the City a boat slip at the proposed marina (or at the existing marina if the ~~property~~Property is not further developed) solely for the purposes of mooring an emergency services boat owned and operated by the City. The

slip will be of a sufficient size to reasonably accommodate the size of boat that the City seeks to moor in the slip and will be located within reasonable proximity to a marina access point to facilitate timely emergency service responses by the City. Except when otherwise reasonably required in the context of the City providing emergency services, the City's use of the slip shall be in accordance with all duly adopted rules and regulations applicable to all users of the marina, as the same may be amended from time to time. The City agrees to allow the Owner to continue to lease out the slip on an annual basis until such time as the City has need for the slip. The City will provide the Owner sufficient notice of the City's need for the slip to allow the Owner to discontinue leasing the slip. The City will be entitled to take possession of the slip after the expiration of the term of the lease. ~~The sum specified is cash consideration together with the provision of a slip for use by the City for emergency services as described herein are~~ deemed by the parties to ~~be constitute~~ a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

- 6.2 No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. ~~The following sum shall be paid upon fulfillment of the conditions precedent set forth below.~~
- 6.3 Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.
- 6.4 The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand Dollars and No/100 Dollars (\$1,000.00).

## **SECTION VII: MISCELLANEOUS**

- 7.1: Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Section 1.1 above, rather than the parcel as a whole, that a subdivision or short plat may be necessary. Owner agrees that in the event that a subdivision or a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 7.2: De-annexation: — The Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, or is otherwise in breach of this agreement, the City may de-annex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.
- 7.3: The Owner to Hold the City Harmless: The Owner will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and/or use of the Property. The Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged by a member of the general public (not affiliated in anyway with the City) in a court of law. Payment for the City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 7.4: Time is of the Essence: Time is of the essence in this agreement.
- 7.5: Non-Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.
- 7.6: Recordation and Amendment: This agreement or a summary thereof shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. The Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.
- 7.7: Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
- 7.8: Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.
- 7.9: Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and the Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 7.10: Publication of Ordinance: Until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Owner's Property.

7.11: Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

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

**CITY OF COEUR D'ALENE**

**MARINA YACHT CLUB, L.L.C.**

By: HAGADONE HOSPITALITY CO.,  
its managing member

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

By: \_\_\_\_\_  
John R. Barlow, Secretary

ATTEST:

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



**ANNEXATION LEGAL DESCRIPTION  
EXCLUDING CITY PARCEL**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Thence, N07°07'50"E a distance of 37.76 feet to a drill steel, 3/4 in. diam.;

Thence, N07°23'46"E a distance of 152.00 feet to a drill steel, 3/4 in. diam.;

Thence, N02°43'46"E a distance of 322.90 feet to a drill steel, 3/4 in. diam.;

Thence, N87°05'35"W a distance of 50.08 feet to an iron rod, 1/2 in. diam.,

Thence, N01°40'31"E a distance of 147.49 feet to a point on the Easterly right-of-way line of US Highway 95, said point being monumented by an iron rod, 5/8 in. diam., with a plastic cap marked INC PLS 9367;

Thence, along said Easterly line through the following 6 courses:

- 1) N49°14'43"E a distance of 130.18 feet to a point;
- 2) N03°41'15"E a distance of 268.93 feet to a found right-of-way monument being a Brass Cap, 2 1/2 ins. diam., marked station 13+81.45 84.5RT;
- 3) N11°08'04"E a distance of 414.50 feet to a point;
- 4) N11°08'04"E a distance of 215.09 feet to a point;
- 5) N11°08'04"E a distance of 102.99 feet to a point;
- 6) N13°38'45"E a distance of 133.70 feet to the **TRUE POINT OF BEGINNING.**

Said Parcel containing 73.004 acres of land, more or less.





RESOLUTION NO. 06-049

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH HAYDEN, L.L.C.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Hayden, LLC, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as exhibit "A" and by this reference made a part hereof; and

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

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

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

DATED this 18th day of July, 2006.

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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 EDINGER Voted \_\_\_\_\_

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

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

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

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

## ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this **18<sup>th</sup> day of July, 2006**, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and **Hayden L.L.C.**, a limited liability company, organized pursuant to the laws of the State of Idaho, with its address at 1400 Northwood Center Court, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Owner,"

### WITNESSETH:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits of the City, which the Owner wishes to develop, and the Owner has applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated by reference into the substantive portion of this agreement; and

WHEREAS, The Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as **Hawk's Nest**. A copy of the approved Findings and Order are attached hereto as Exhibit "B" and are incorporated by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

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

### ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The Property to be annexed is located between Huetter Road and Atlas Road south of the Landings at Waterford subdivision, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

### ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

### ARTICLE III. UTILITIES

3.1. Water and sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development.

3.2. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.3. Maintenance of private sanitary sewer and water lines: City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Owner's development.

3.4. Temporary private sewer: It is anticipated that the first phase of no more than one hundred fifteen (115) units will be serviced by a temporary private sewer main. This temporary private sewer main shall be extended in Atlas Road from the current public sewer terminus in Hanley Road to the property. Said sewer shall be extended concurrent with any development of the Property, at no cost to the City. The main shall be designed so that there is no generation and release of hydrogen sulfide or other foul odor. Maintenance of the temporary sewer main will be the responsibility of the homeowners association and shall be included in the Covenants, Conditions, and Restrictions. However, the City, at its sole discretion, reserves the right to assume the maintenance responsibilities for the temporary lift station and pressure main. Once the permanent sewer infrastructure is completed and accepted by the City, the Owner will appropriately remove the temporary infrastructure from service and abandon the infrastructure in a manner that complies with all applicable regulations.

3.5. Public sewer: Owner acknowledges that the City is allowing it to provide temporary sewer service for one hundred fifteen (115) units on the Property by extending a temporary sewer line into the Ramsey Basin sewer system rather than requiring the immediate development of the Huetter Interceptor, in accordance with the City's Comprehensive Sewer Plan, prior to the commencement of development. Owner further acknowledges that prior to development of any additional units beyond the allowed one hundred fifteen (115) units the Huetter Sewer Interceptor will need to be constructed to provide permanent sewer service to this development. In order to secure construction of the Huetter Sewer Interceptor prior to the Ramsey basin reaching capacity, the parties agrees as follows:

3.5.1. Bonding: Owner agrees that prior to the issuance of the execution of this agreement it will secure a bond acceptable to the City in an amount of Seven Hundred and Eighty Thousand Dollars and no/100 (\$780,000.00) to secure its obligation to construct the Huetter Interceptor.

3.5.2. Surcharge: City agrees to collect a surcharge of Six Hundred Fifty and no/100 Dollars (\$650) per EDU at the time of building permit issuance. Both parties agree that this amount represents the estimated pro-rata share of the Huetter Interceptor per EDU, based on the City's cost estimate of \$2.6 million for the Huetter Interceptor and regional lift station and a build out density in the Huetter Basin of approximately four thousand (4000) EDU's. City will deposit each surcharge in a trust account to be held by the City to be used for development and construction of the Huetter Sewer Interceptor. In the event that the City can no longer collect this surcharge, Owner agrees to, immediately upon notification from the City, begin collecting this surcharge at the time each lot is sold. Owner will then deposit each surcharge in the trust account to be held for the City to be used for development and construction of the Huetter Sewer Interceptor. In this event, the City will not issue a building permit for each lot until confirmation is received that said deposit has been made.

3.5.3. Owner's deposit: Prior to the issuance of the first building permit for the Property, the Owner will deposit Three Thousand Dollars and no/100 (\$3,000.00) for each of the 115 temporary units in the first phase (for a total deposit of Three Hundred Forty Five Dollars and no/100 (\$345,000.00)) into the Huetter Sewer Interceptor Trust Account maintained by the City to serve as an additional form of security for the construction of the Huetter Interceptor. In addition, Two Hundred and Fifty Thousand Dollars and no/100 (\$250,000.00) of this security amount shall be available to be used by the City or its designee for acquisition and/or development of the Prairie Trail or for acquiring railroad crossing permits and the construction of railroad grade crossings as discussed below at Section 4.3.

3.5.4. Assistance from City: The City agrees to cooperate with the Owner in completing the engineering work and easement acquisition necessary to allow construction to begin as required by this Agreement.

3.5.6. Reimbursements for installation of offsite sewer facilities: Construction costs for the permanent offsite sewer facilities, including the Huetter Sewer Interceptor, may be eligible for latecomer reimbursements. The City agrees to execute a latecomer reimbursement agreement(s) for all costs that are mutually agreed upon by both parties. This agreement(s) shall be executed within sixty (60) days of the substantial completion and acceptance of the eligible sewer facilities. Owner further agrees that, in the event another developer or other party develops the Huetter Sewer Interceptor, that it will reimburse that developer or party its portion of the costs of development and construction. After owner reimburses the developer or other party constructing the Huetter Sewer Interceptor, the City will release the Owner's bond.

3.5.7. Date certain: Owner agrees to take all steps necessary, including engineering and easement acquisition, in order that actual construction work on the Huetter Interceptor commences no later than May 15, 2007. Any other property owners within the Huetter Basin who seek annexation or preliminary or final plat approval of any development therein shall share equally in these duties.



3.5.8. Reimbursement to Owner of deposited monies: Within sixty (60) days of substantial completion of the Huetter Sewer Interceptor, the City will release all monies maintained in the Huetter Sewer Interceptor Trust Account except for the Two Hundred and Fifty Thousand Dollars and no/100 (\$250,000.00) that is to be retained by the City for the Prairie Trail and/or railroad crossings as contemplated by Section 3.5.3, to the entity contracting for the construction of the Huetter Interceptor. Provided however, that any disbursements of monies under this section will be subject to any reimbursement agreement relating to the construction of the Huetter Interceptor as contemplated by Section 3.5.6.

3.7. Public water: City policy requires developments to have at least two (2) sources of water to ensure continuity of service to the customers. To ensure this required redundancy, the Owner will extend a 12 inch public water main in the Huetter Road right of way to the northerly boundary of the Property or in another mutually acceptable north/south alignment.

3.8. Water rights: Prior to the recordation of any plat on the Property or any other transfer of an ownership interest in the Property, the Owner will grant to the City, by warranty deed in a format acceptable to the City, all water rights associated with the Property. The parties expressly agree that the Owner is conveying the water rights to the City so that the City will have adequate water rights to ensure that the City can provide domestic water service to the Property.

3.9. Size of water and sewer main: Sizes for on site water mains shall be as determined by the City with no reimbursement for oversizing up to and including 12” mains. On site sewer shall be sized to accommodate the projected flows from the property and from any upstream property, with no reimbursement for oversizing.

3.10. Dedication of well site: The Owner acknowledges that the City Water System Comprehensive Plan identifies the need for well in this quadrant. To that end the Owner agrees to dedicate to the City at least a 102’ x 102’ site, at a mutually acceptable location, for the City well prior to the recordation of the final plat for the first phase of the approved subdivision of the Property. The well site must meet City standards for water quality and flow. The City will commence test drilling on the proposed site within one year from the date of dedication. If the proposed site does not meet the City’s water quality or flow requirements, then the Owner agrees to provide another site at a mutually agreed upon location. The City will finance the drilling and construction of the well.

3.11. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

## ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Bike/pedestrian paths: Owner agrees to build pedestrian/bike paths and lanes as depicted on the approved preliminary plat map for Hawk's Nest, which plat map is on file in the City of Coeur d' Alene-Planning Department and by this reference is incorporated herein.

4.3(A). Prairie trail and railroad crossings: The City, in conjunction with the North Idaho Centennial Trail Foundation, is negotiating with Union Pacific for the purchase of the railroad right of way that bisects the Property and the approved subdivision thereof, in order to develop a pedestrian/bicycle trail corridor. As discussed above at Section 3.5.3, the Owner agrees that the City or its designee can use, without limitation, Two Hundred and Fifty Thousand Dollars and no/100 (\$250,000.00) of the Owner's security deposit for the Huetter Interceptor to acquire the right of way and/or develop the pedestrian/bicycle trail. Following this contribution, the Owner shall owe nothing more, except as specified in Section 4.4.

4.3(B). If the railroad right of way is not acquired by the City or its designee the City will obtain each crossing permit as it becomes necessary and pay Union Pacific for the cost of each permit and for the cost of construction of each grade crossing from the Two Hundred and Fifty Thousand Dollars and no/100 (\$250,000.00) received from the Owner. Once the Two Hundred and Fifty Thousand Dollars and no/100 (\$250,000.00) received from the Owner is expended, the City will be under no further obligation to pay Union Pacific for construction of the grade crossings but will continue to support the Owner in obtaining permits and constructing any remaining crossings, in the least expensive version acceptable to Union Pacific, that are necessary to develop the approved subdivision.

4.4 Grade separated crossings: As discussed above, the City is pursuing development of a pedestrian/bike trail on the Union Pacific right of way that bisects the Property. In order to facilitate the construction of the pedestrian/bike trail, the Owner will provide the necessary earthwork for all road crossings of the right of way to accommodate later conversion to grade separated crossings. Owner will not be obligated to provide retaining walls, buttresses, concrete work or any other hard appurtenances including signs or signals. The City will identify the type of grade separated crossings to be used.

4.5. Compliance with conditions of approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this contract

as binding provisions of this contract. As such, the Owner specifically agrees to fulfill each condition of approval, including dedication of rights of way, as if each condition was specifically enumerated in this Agreement.

#### ARTICLE V: PARKLAND DONATION

5.1. Parkland to be dedicated: Owner agrees to donate approximately 7.5 acres of land to the Coeur d'Alene Parks Foundation, LLC in the location depicted on the approved preliminary plat map for Hawk's Nest, which plat map is on file in the City of Coeur d'Alene-Planning Department for use as a public park. The donation shall occur prior to April 1, 2007.

5.2. Condition of the property: Prior to transferring the park property, Owner will not alter the park property from its current condition in any manner including but not limited to, removing soil or depositing construction waste or other debris without the express written consent of the City.

#### ARTICLE VI: FEES

6.1. Consideration: Owner agrees to provide specific consideration, in the amount of Seven Hundred Fifty dollars (\$750), or the currently adopted fee at the time payment is due, per lot on the approved preliminary plat to the City at the time specified herein. The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code.

6.2. Calculation of fees: The Owner agrees that the fees is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059, or the most current version.

6.3. No extension of credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

6.4. Payment of annexation fees: Owner will pay the required annexation fee for each lot contained in each final plat prior to the date of Council approval of the final plat(s) for this property.

6.5. Other fees: Additionally, the Owner shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

6.6. Owner's reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand and No/100 Dollars (\$1000.00).

## ARTICLE VII. MISCELLANEOUS

7.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Article I, Section 1, rather than the parcel as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

7.2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from owners, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

7.3. Owner to hold City harmless: The Owner further agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

7.4. Time is of the essence: Time is of the essence in this agreement.

7.5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

7.6. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

7.7. Section headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

7.8. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

7.9. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

7.10. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

7.11. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.

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

CITY OF COEUR D'ALENE

HAYDEN L.L.C.

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

By: \_\_\_\_\_  
\_\_\_\_\_,  
Managing Member

ATTEST:

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



HAWK'S NEST

A PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL SET IN CONCRETE WITH A WASHER MARKED PLS 4182 MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 28, FROM WHICH A 2 INCH DIAMETER BRASS CAP MARKED PLS 4182 MARKING THE CENTER QUARTER CORNER OF SECTION 28 BEARS N01°22'04"E A DISTANCE OF 2658.32 FEET, SAID POINT BEING THE TRUE POINT-OF-BEGINNING FOR THE DESCRIPTION:

THENCE, ALONG THE SOUTH SECTION LINE OF SAID SECTION 28 N88°39'10"W A DISTANCE OF 2602.35 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED 9367 ON THE EASTERLY RIGHT OF WAY LINE OF HUETTER ROAD:

THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE N01°14'06"E A DISTANCE OF 2146.71 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 ON THE SOUTHWEST CORNER OF TAX NUMBER 5600;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID TAX NUMBER 5600, S51°24'30"E A DISTANCE OF 219.68 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 AT THE SOUTHERN MOST CORNER OF TAX NUMBER 5600;

THENCE, ALONG THE EASTERLY LINE OF SAID TAX NUMBER 5600 N38°51'57"E A DISTANCE OF 456.47 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 AT AN ANGLE POINT ON SAID EASTERLY LINE.

THENCE, CONTINUING ALONG SAID EASTRLY LINE, N55°39'12"E A DISTANCE OF 469.10 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 ON THE EAST-WEST CENTERLINE OF SAID SECTION 28;

THENCE, ALONG SAID EAST-WEST CENTERLINE, S88°56'16"E A DISTANCE OF 1773.67 FEET TO A 2 INCH DIAMETER BRASS CAP MARKED PLS 4182 MARKING THE CENTER QUARTER CORNER OF SECTION 28;

THENCE, ALONG EAST-WEST CENTER OF SECTION LINE OF SAID SECTION 28 S88°56'43"E A DISTANCE OF 2603.44 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED 9367 ON THE WESTERLY RIGHT OF WAY LINE OF ATLAS ROAD:

THENCE, ALONG SAID WESTERLY RIGHT OF WAY LINE S01°23'55"W A DISTANCE OF 2671.48 FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED PLS 9367 ON THE SOUTH LINE OF SAID SECTION 28;

THENCE, ALONG SAID SOUTH LINE N88°39'20"W A DISTANCE OF 2601.96 FEET TO THE TRUE POINT-OF-BEGINNING;

SAID PARCEL CONTAINING 311.487 ACRES OF LAND, MORE OR LESS.

**COEUR D'ALENE CITY COUNCIL  
FINDINGS AND ORDER**

**A. INTRODUCTION**

This matter having come before the City Council on April 18, 2006, and there being present a person requesting approval of ITEM A-1-06, a request for zoning prior to annexation from County Agricultural to City R-8 (Residential at 8 units/acre)

LOCATION: +/- 302.1-acre parcel between Atlas and Huetter Roads abutting the south boundary of the Landings at Waterford Subdivision

APPLICANT: Hayden LLC

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON  
(The City Council may adopt Items B1 to B7.)**

- B1. That the existing land uses are single-family residential, commercial, manufacturing, agriculture and vacant land.
- B2. That the Comprehensive Plan Map designation is Urban Reserve
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on April 1, 2006, and April 11, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 23 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 31, 2006, and 0 responses were received: 0 in favor, 0 opposed, and 0 neutral.
- B7. That public testimony was heard on April 18, 2006.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - 4B1: "Annexations should be made within the adopted city impact area."  
  
The subject property is within the Area of City Impact and adjacent to the Landings at Waterford subdivision, which is in the City.
  - 4B2: "Annexations should be effected in a manner that promotes an orderly growth pattern."  
  
The proposed annexation is contiguous to existing City boundary.
  - 4C5: "New development should provide for bike paths and pedestrian walkways in accordance with the transportation plan and bike plan."  
  
The proposed subdivision has a bike and pedestrian trail system that works for the development.



14A3: "All new developments must provide for immediate hook up to the sanitary sewer system."

This proposed development will hook up to the City sewer system.

15C: "The water system should be expanded and improved to supply the needs of the planning area residents. The existing water source should be protected to prevent contamination in the existing wells."

Adequate water will be provide to the development.

42B3: "Necessary open space should be obtained in areas of future residential growth within the guidelines of a park and recreation plan."

There is adequate parks, open space and streets.

52B: "Promote a high standard of landscaping, building design and community development."

The applicant will provide bike and pedestrian connectivity with the adjoining subdivision.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on the staff report.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the topography throughout the site is flat with existing grassland.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because it is adjacent to two major roads, there will be a traffic signal at Atlas Road and Hanley Avenue, the proposed development is compatible with the surrounding area and the zoning is appropriate for the area.

The City Council, pursuant to the aforementioned, finds that the request of HAYDEN LLC for zoning in conjunction with annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

1. Consider grade separations where bike/pedestrian trails cross a street.

Motion by Reid, seconded by Goodlander, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Council Member Hassell	Voted Aye
Council Member Edinger	Voted Aye
Council Member Goodlander	Voted Aye
Council Member McEvers	Voted Aye
Council Member Reid	Voted Aye
Council Member Kennedy	Voted Nay

MAYOR SANDI BLOEM

COUNCIL BILL NO. 06-1023  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 28, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; 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 [Residential at 8 units per acre].

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

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

**SECTION 4.** That the above described property be and the same is hereby declared to be and shall be a part of Precinct #38, and that Section 1.16.050, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #38.

**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 18<sup>th</sup> day of July, 2006.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**A-1-06 – Hawks Nest - Hayden, L.L.C.**

+/- 302.1-acre parcel between Atlas and Huetter Roads abutting the south boundary of the Landings at Waterford Subdivision

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 28, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; 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 C. Gridley, City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, A-1-06 Hawks Nest – Hayden, L.L.C., +/- 302.1-acre parcel between Atlas and Huetter Roads abutting the south boundary of the Landings at Waterford Subdivision, 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 18<sup>th</sup> day of July, 2006.

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Michael C. Gridley, City Attorney

COUNCIL BILL NO. 06-1013  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS PER GROSS ACRE) TO C-17 (COMMERCIAL) ZONING DISTRICT AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, AS A +/- 2,000 SQ. FT. PARCEL ADJACENT TO 647 EAST BEST AVENUE, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, 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 the following legally described property, to wit:

**The South 100 feet of the East 20 feet of Tax Number 998, except Tax Numbers in the Southwest 1/4 of Section 1, Township 50N, Range 4W, Boise Meridian, Kootenai County, Idaho.**

is hereby changed and rezoned from R-12 (residential at 12 units per gross acre) to C-17 (Commercial) zoning district.

**SECTION 2.** That the following conditions precedent to rezoning are placed upon the rezone of the property:

**The applicant must obtain a site development permit within two years to ensure compliance with parking ordinance design standards, landscaping and storm water swale requirements to be approved by the City and required improvements constructed, with the property to be posted "No Parking" until the conditions are met.**

**SECTION 3.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

**SECTION 4.** That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

**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 this 18<sup>th</sup> day of July 2006.

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

ATTEST:

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



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-4-06**

**a +/- 2,000 sq. ft. parcel adjacent to 647 East Best Avenue**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS PER GROSS ACRE) TO C-17 (COMMERCIAL) ZONING DISTRICT AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, AS A +/- 2,000 SQ. FT. PARCEL ADJACENT TO 647 EAST BEST AVENUE, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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 C. 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. \_\_\_\_, **Zone Change – ZC-4-06 a +/- 2,000 sq. ft. parcel adjacent to 647 East Best Avenue**, 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 18<sup>th</sup> day of July, 2006.

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Michael C. Gridley, City Attorney

COUNCIL BILL NO. 06-1020  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.48.020 REDUCING THE PLANNING AND ZONING COMMISSION MEMBERS FROM 9 TO 7; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the General Services Committee on January 9<sup>th</sup>, 2006, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 2.48.020, is hereby amended to read as follows:*

**2.48.020 MEMBERSHIP; TERMS; VACANCIES; COMPENSATION:**

A. The planning and zoning commission of the city shall consist of ~~ten-eight~~ (108) members. The members shall be appointed by the mayor and confirmed by the city council and members may, in like manner, be removed. All members of the commission shall have continuously resided in the county for two (2) years prior to their appointment. The members of the commission shall be residents of the city during their term of office; provided, three (3) members may be nonresidents living within Kootenai County and employed within the city limits of Coeur d'Alene. One member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote. The term of office for each voting member shall be for six (6) years or until his successor is appointed and qualified; provided, however, that the voting members of the planning commission heretofore appointed shall continue to serve as members for the term for which they were originally appointed. The terms shall be staggered so that three (3) terms shall expire on May 1, every two (2) years.

B. Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the city council. Members may be removed for cause by a majority vote of the city council. Any member who does not attend at least a majority of the regularly called meetings of the commission over any consecutive three (3) month period may be replaced by appointment of the mayor and confirmation by the city council.

C. Members of the commission shall be selected without respect to political affiliations and shall serve without compensation.

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

**SECTION 3.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 4.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 18<sup>th</sup> day of July, 2006.

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

ATTEST:

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

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Section 2.48.020  
Reducing the Planning and Zoning Commission Members from 9 to 7

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.48.020 REDUCING THE PLANNING AND ZONING COMMISSION MEMBERS FROM 9 TO 7; 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 C. 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. \_\_\_\_\_, Amending Section 2.48.020 Reducing the Planning and Zoning Commission Members From 9 to 7, 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 18<sup>th</sup> day of July, 2006.

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Michael C. Gridley, City Attorney

# PUBLIC HEARINGS

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** June 12, 2006  
**FROM:** Christopher H. Bates, Project Manager *CB*  
**SUBJECT:** **Vacation of Undeveloped Public Right-of-Way Adjoining the  
Westerly Boundary of Lot 17, Block 1 of the Woodland Estates  
Plat**

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**DECISION POINT:**

Mary Arne Porth, applicant and owner of said Lot 17, is requesting the vacation of the undeveloped public r/w adjoining the westerly boundary of her property in the Woodland Estates subdivision.

**HISTORY:**

The noted right-of-way was platted in 1991 and the State of Idaho gravel pit adjoins subject r/w on the west. The requested r/w vacation is a half street section encompassing an area thirty feet (30') in width, +/- 80' in length (map attached), and contains a high pressure gas line that is in an easement which occupies twenty feet (20') of the thirty foot (30') r/w. Per the plat document and Idaho Public Utilities regulations, no structures can be erected over the gas pipeline or within the easement.

**FINANCIAL ANALYSIS:**

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

**PERFORMANCE ANALYSIS:**

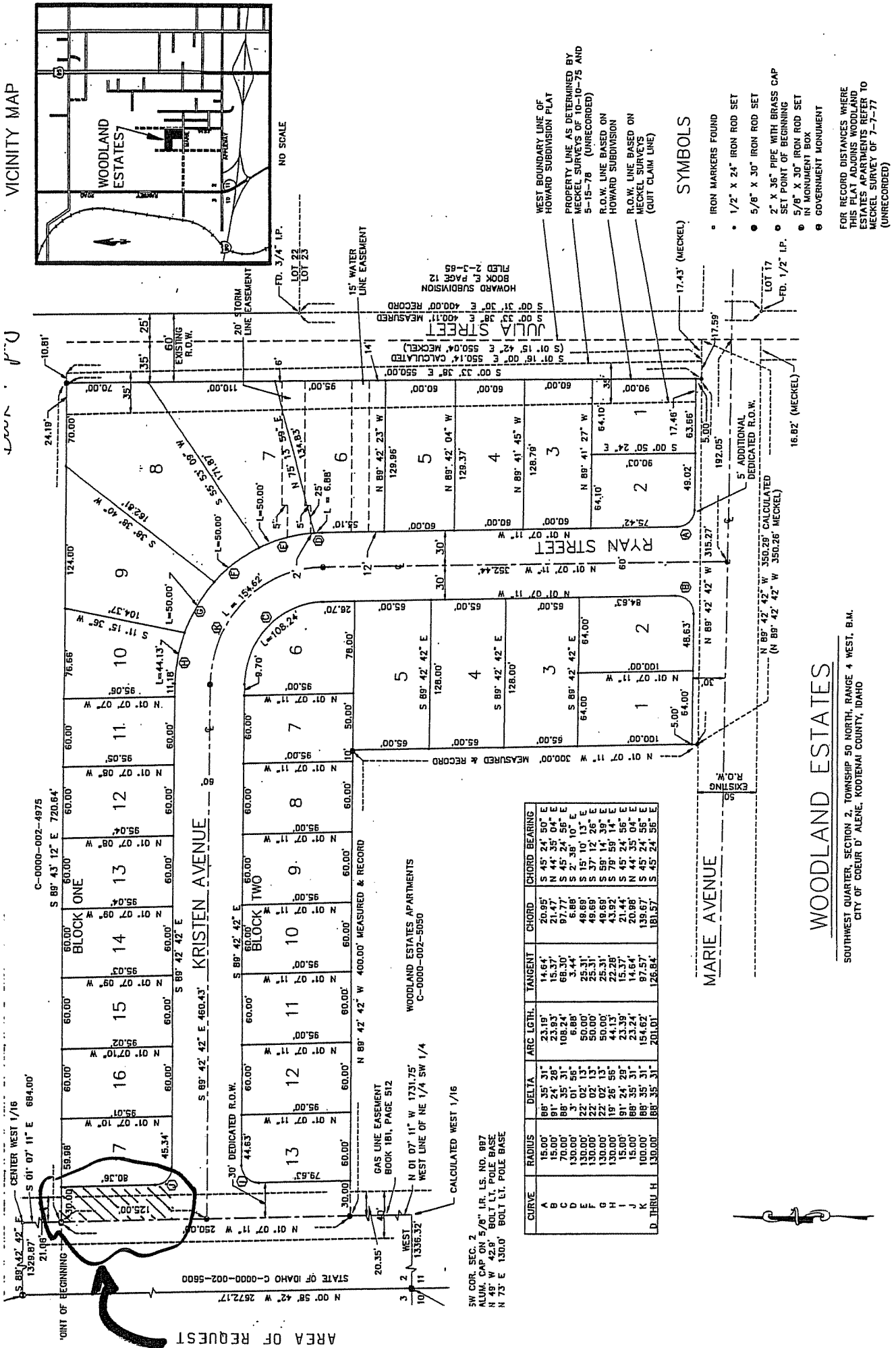
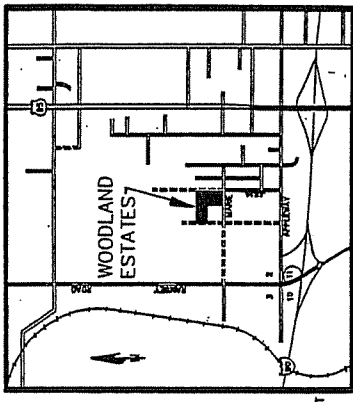
The applicant is requesting the vacation of the r/w to preserve it as the landscaped "green space" that they have developed. The r/w is unbuildable due to the presence of the existing gas pipeline, therefore, no structures would be permitted to be erected on the site. The existing easement would be preserved should the vacation be approved, thus all existing restrictions would continue in place. The probability of a roadway ever being constructed in the r/w is doubtful due to the presence of the State gravel pit on the west and the fact that the r/w would not lead anywhere.

**SUMMARY:**

The applicant is requesting the vacation of r/w that has been in place since 1991 and never developed. Two-thirds of the r/w is underlain by a gas pipeline easement that precludes the construction of any structures over it. The probability of a roadway being constructed within the r/w is doubtful due to additional r/w acquisition, and, the fact that the road would not connect to any continuous street network. If the Public Works Committee approves the request, it is recommended that the Committee direct staff to proceed with the vacation process per Idaho State Code, Section 50-1306A, and, recommend the setting of a public hearing on the vacation request before the City Council for July 18, 2006.



VICINITY MAP



CURVE	RADIUS	DELTA	ARC LNGTH.	TANGENT	CHORD	CHORD BEARING
A	15.00'	88° 35' 31"	23.19'	14.64'	20.95'	S 45° 24' 50" E
B	15.00'	91° 24' 28"	23.93'	15.37'	21.47'	N 44° 35' 04" E
C	70.00'	89° 35' 31"	108.24'	69.30'	92.86'	S 2° 36' 10" E
D	130.00'	22° 02' 13"	6.00'	25.31'	15° 10' 13" E	S 37° 12' 26" E
E	130.00'	22° 02' 13"	50.00'	48.69'	48.69'	S 58° 14' 39" E
F	130.00'	22° 02' 13"	50.00'	25.31'	22.28'	S 78° 59' 14" E
G	130.00'	22° 02' 13"	50.00'	44.13'	43.92'	S 45° 24' 56" E
H	150.00'	19° 24' 29"	23.39'	15.37'	21.44'	N 44° 35' 04" E
I	150.00'	88° 35' 31"	23.24'	14.64'	20.98'	N 45° 24' 56" E
J	100.00'	88° 35' 31"	154.62'	97.57'	139.67'	S 45° 24' 56" E
K	100.00'	88° 35' 31"	201.01'	126.84'	181.57'	S 45° 24' 56" E
D. THRU H	130.00'					

- SYMBOLS**
- IRON MARKERS FOUND
  - 1/2" X 24" IRON ROD SET
  - 5/8" X 30" IRON ROD SET
  - 2" X 3/8" PIPE WITH BRASS CAP
  - SET POINT OF BEGINNING
  - 5/8" X 30" IRON ROD SET IN MONUMENT BOX
  - GOVERNMENT MONUMENT

FOR RECORD DISTANCES WHERE THIS PLAT ADJOINS WOODLAND ESTATES APARTMENTS REFER TO MECKEL SURVEY OF 7-7-77 (UNRECORDED)

SCALE: 1"=50'

**KIMBALL ENGINEERING P.A.**  
CONSULTING ENGINEERS  
(208)773-0927  
419 FREDERICK POST FALLS, IDAHO 83854

FINAL PLAT FOR  
**WOODLAND ESTATES**  
DATE: 1-18-91 DESIGNED BY: JMK  
DRAWN BY: CAG  
SHEET 1/2

BASIS OF BEARING  
N 01° 07' 11" W ALONG THE WEST LINE  
OF THE NE 1/4 SW 1/4 SEC. 2 PER MECKEL SURVEY OF  
10-10-75 (UNRECORDED)

**WOODLAND ESTATES**

SOUTHWEST QUARTER, SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.  
CITY OF COEUR D'ALENE, KODIAK COUNTY, IDAHO

W-10

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 5/31/06	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/06
<u>General-Designated</u>	\$954,082	\$265,168	\$33,098	\$1,186,152
<u>General-Undesignated</u>	6,415,745	14,161,931	15,290,916	5,286,760
<u>Special Revenue:</u>				
Library	(212,002)	20,187	126,575	(318,390)
Cemetery	(2,581)	21,921	24,455	(5,115)
Parks Capital Improvements	348,513	204,499	10,212	542,800
Impact Fees	3,962,828	80,451	200,000	3,843,279
Annexation Fees	54,112	174		54,286
Insurance	923,624	31,852	9,575	945,901
<u>Debt Service:</u>				
2000 & 2002 G.O. Bonds	68,814	221		69,035
LID Guarantee	235,433	755	1,000	235,188
LID 124 Northshire/Queen Anne/Indian Meadows	102,111			102,111
LID 127 Fairway / Howard Francis	103,675			103,675
LID 129 Septic Tank Abatement	262,035	3,009		265,044
LID 130 Lakeside / Ramsey / Industrial Park	315,213	26,654	106,127	235,740
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	44,372			44,372
LID 137 Govt Way / Kathleen / WWTP Cap Fees	(1,077)	1,170		93
LID 143 Lunceford / Neider	46,740	370		47,110
LID 145 Government Way	289,853	10,065		299,918
LID 146 Northwest Boulevard	176,049		500	175,549
LID 148 Fruitland Lane Sewer Cap Fees	38,991	512		39,503
<u>Capital Projects:</u>				
Street Projects	(674,256)	480	108,693	(782,469)
<u>Enterprise:</u>				
Street Lights	(119,401)	35,651	56,286	(140,036)
Water	1,369,872	215,853	444,726	1,140,999
Water Capitalization Fees	2,598,805	62,273	1,050	2,660,028
Wastewater	(1,024,690)	8,705,478	1,565,901	6,114,887
Wastewater-Reserved	1,448,080	26,500		1,474,580
WWTP Capitalization Fees	5,029,648	136,134		5,165,782
WW Property Mgmt	60,668			60,668
Sanitation	202,177	233,046	253,649	181,574
Public Parking	520,070	12,086	28,994	503,162
Stormwater Mgmt	271,409	99,786	190,572	180,623
Water Debt Service	117	1		118
Wastewater Debt Service	316	1		317
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	195,399	157,669	195,561	157,507
LID Advance Payments	321	25		346
Police Retirement	1,351,422	25,377	38,655	1,338,144
Cemetery P/C	1,923,190	6,250	5,680	1,923,760
Sales Tax	1,242	949	321	1,870
Fort Sherman Playground	7,853	25		7,878
Jewett House	8,049	319	2,583	5,785
KCATT	3,062	10		3,072
Reforestation	188,414	7,037	6,154	189,297
CdA Arts Commission	758	2,227	118	2,867
Public Art Fund	53,209	171		53,380
Public Art Fund - LCDC	76,448	245		76,693
Public Art Fund - Maintenance	59,249	190		59,439
KMPO - Kootenai Metro Planning Org	37,630	48,360	34,682	51,308
BID	83,210	19,642		102,852
Homeless Trust Fund	279	298	279	298
<b>GRAND TOTAL</b>	<b>\$27,799,081</b>	<b>\$24,625,022</b>	<b>\$18,736,362</b>	<b>\$33,687,741</b>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$152,380	\$115,966	76%
	Services/Supplies	23,345	13,546	58%
Administration	Personnel Services	364,030	295,513	81%
	Services/Supplies	54,290	36,034	66%
Finance	Personnel Services	520,965	375,624	72%
	Services/Supplies	124,220	62,994	51%
Municipal Services	Personnel Services	581,262	421,491	73%
	Services/Supplies	352,339	259,022	74%
	Capital Outlay	14,000	13,526	97%
Human Resources	Personnel Services	167,065	124,849	75%
	Services/Supplies	53,952	24,753	46%
	Capital Outlay			
Legal	Personnel Services	925,404	691,900	75%
	Services/Supplies	107,986	77,151	71%
	Capital Outlay			
Planning	Personnel Services	408,242	307,588	75%
	Services/Supplies	23,900	36,165	151%
Building Maintenance	Personnel Services	154,053	113,498	74%
	Services/Supplies	181,100	110,855	61%
	Capital Outlay			
Police	Personnel Services	6,395,776	4,713,181	74%
	Services/Supplies	465,402	535,618	115%
	Capital Outlay	206,626	185,080	90%
Fire	Personnel Services	4,204,574	3,192,090	76%
	Services/Supplies	330,789	255,301	77%
	Capital Outlay		159,978	
General Government	Personnel Services	62,400	5,774	9%
	Services/Supplies	71,822	71,822	100%
Local Law Enforcemnt Grant	Services/Supplies	17,520	18,185	104%
Byrne Grant (Federal)	Personnel Services	13,883	15,677	113%
	Services/Supplies	43,944	18,555	42%
	Capital Outlay			
COPS Grant	Services/Supplies	317,450	163,046	51%
Byrne Grant	Personnel Services	35,044	35,272	101%
	Services/Supplies	3,000	1,982	66%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	10,796	45%
	Capital Outlay		2,443	

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2006	PERCENT EXPENDED
US Streets	Personnel Services	1,617,693	1,097,960	68%
	Services/Supplies	454,450	282,561	62%
	Capital Outlay	465,000	382,540	82%
Growth Services	Personnel Services	1,212,257	796,591	66%
	Services/Supplies	697,873	144,872	21%
	Capital Outlay	30,000	17,844	59%
Parks	Personnel Services	884,276	604,242	68%
	Services/Supplies	262,900	137,634	52%
	Capital Outlay	58,000		
Recreation	Personnel Services	505,020	327,330	65%
	Services/Supplies	164,475	113,660	69%
	Capital Outlay	20,000	3,600	18%
City Properties	Capital Outlay	251,697		
Total General Fund		<u>23,024,544</u>	<u>16,374,109</u>	<u>71%</u>
Library	Personnel Services	720,012	549,894	76%
	Services/Supplies	111,614	69,966	63%
	Capital Outlay	41,024	336,713	821%
Cemetery	Personnel Services	146,252	106,214	73%
	Services/Supplies	92,080	52,428	57%
	Capital Outlay	24,000	13,440	56%
Impact Fees	Services/Supplies	1,972,000	201,254	10%
Annexation Fees	Services/Supplies	410,000	410,000	100%
Parks Capital Improvements	Capital Outlay	370,000	289,686	78%
Insurance	Services/Supplies	275,500	236,857	86%
Total Special Revenue		<u>4,162,482</u>	<u>2,266,452</u>	<u>54%</u>
Debt Service Fund		<u>1,428,674</u>	<u>1,681,599</u>	<u>118%</u>
Ramsey Road	Capital Outlay	1,082,000	107,371	10%
Government Way - Phase 2	Capital Outlay		3,483	
Kathleen & Atlas Signal	Capital Outlay	230,000	24,795	11%
Ped Ramps	Capital Outlay		35,342	
Northwest Boulevard	Capital Outlay		3,200	
4th St - Anton to Timber	Capital Outlay		357,623	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	694,580		
Seltice Way	Capital Outlay		121,200	
US Bank Grant - Seltice	Capital Outlay	10,000		
Front Street	Capital Outlay		1,648	
Total Capital Projects Funds		<u>2,016,580</u>	<u>654,662</u>	<u>32%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
NINE MONTHS ENDED  
30-Jun-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2006	PERCENT EXPENDED
Street Lights	Services/Supplies	491,711	333,502	68%
Water	Personnel Services	1,122,946	772,714	69%
	Services/Supplies	2,648,027	894,923	34%
	Capital Outlay	5,123,000	3,025,860	59%
	Debt Service	340,500	340,500	100%
Water Capitalization Fees	Services/Supplies	1,400,000		
Wastewater	Personnel Services	1,687,809	1,150,927	68%
	Services/Supplies	2,890,500	1,026,216	36%
	Capital Outlay	10,025,200	5,682,985	57%
	Debt Service	919,950	577,675	63%
WW Capitalization	Services/Supplies	4,234,109		
Sanitation	Services/Supplies	2,701,122	1,924,561	71%
Public Parking	Services/Supplies	172,249	96,480	56%
	Capital Outlay	300,000	5,877	2%
Stormwater Mgmt	Personnel Services	327,003	212,217	65%
	Services/Supplies	339,134	353,508	104%
	Capital Outlay	465,000	359,928	77%
Total Enterprise Funds		<u>35,188,260</u>	<u>16,757,873</u>	<u>48%</u>
Kootenai County Solid Waste			636,287	
Police Retirement		234,000	175,337	75%
Cemetery Perpetual Care		101,000	75,772	75%
Jewett House		18,860	11,264	60%
Reforestation		23,200	3,628	16%
CdA Arts Commission		5,000	1,033	21%
Public Art Fund		20,000	2,897	14%
Public Art Fund - LCDC		20,000	19,972	100%
Public Art Fund - Maintenance		1,000	315	32%
Fort Sherman Playground		1,000		
KMPO		181,797	253,184	139%
Business Improvement District		122,000	60,000	49%
Homeless Trust Fund		5,000	2,533	51%
Total Trust & Agency		<u>732,857</u>	<u>1,242,222</u>	<u>170%</u>
TOTALS:		<u>\$66,553,397</u>	<u>\$38,976,917</u>	<u>59%</u>