



Coeur d'Alene

CITY COUNCIL MEETING

August 1, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
JULY 18, 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 18, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor David Woll, 1st Assembly of God Church.

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

PRESENTATIONS:

PRELIMINARY BUDGET FOR FY 2006-2007: Finance Director Troy Tymesen presented the preliminary budget as prepared by the Executive Team. Mr. Tymesen reviewed the Council's strategic goals they set earlier this year. He noted that this year's total budget is \$60,836,775 compared to \$66,515,444 which was last year's budget. He noted that the 3% increase in the general fund budget would equate to 10 cents per \$1,000 valuation. He also noted that even with the 3% increase proposed, the overall City levy rate would go down. He announced that the Council's budget workshop has been scheduled for August 3, 2006 at 5:15 p.m. in the Council Chambers. He also noted that the preliminary budget will be placed on the City website at www.cdavid.org.

DISCUSSION: Councilman Reid explained that by capping the budget it means that the budget cannot be increased beyond that amount; however, the Council can reduce the budget during the workshop process. Councilman Reid also indicated that the budget workshop on August 3rd will be televised.

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</u> <u>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
TOTAL REVENUE FROM PROPERTY TAXES:	\$9,884,616	\$10,449,086	\$11,786,556	\$14,424,315

	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
SUMMARY:				
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.

Motion by Goodlander, seconded by Reid seconded by to adopt the foregoing resolution.

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

2nd WORKSHOP FOR BUDGET: Motion by Hassell, seconded by Kennedy to work with staff to set another public workshop the week of August 7th to allow public input. Motion carried.

RESOLUTION 06-040 - BLACKWELL ISLAND ANNEXATION AGREEMENT TABLED: Motion by Reid, seconded by Goodlander to table, for two weeks, the annexation agreement of Blackwell Island due to new information received today. Motion carried.

PUBLIC COMMENTS:

BLACKWELL ISLAND DEVELOPMENT: John Stone, S. 104 Division, Spokane, WA, spoke in support of this annexation. He noted that he does have an interest in this annexation in that he owns the adjacent property which he wishes to develop. Mr. Stone believes that he should share in the cost of the development of utilities to this area. He proposed to provide a dock for emergency vehicles. He believes that this would close the gap with the negotiations with Hagadone Hospitality.

David Larson, 2530 S. Highway 95, requested that the Council care about himself and all property owners that live outside the city along U.S. 95 when the city decides to annex property for development and that they provide adequate traffic flow in these areas. He also suggested that at the next meeting the Council find out how the Idaho Department of Transportation feels about this project.

Jim Ball, W. 600 Hubbard #35, voiced his concern of boater traffic as well as traffic in general. He also believes that the Blackwell Island marina's service station should be located elsewhere and overall he believes, as a civil engineer, that the present marina plan "is atrocious".

Chris Copstead requested that the Council consider requiring the pathway through the Blackwell Island marina property be built to the minimum standard 10-foot width but encouraged a 12-foot width. He noted that the current proposal indicates that there will not be bicycle traffic. He believes that this would be impossible to enforce. He urged the Council not to deviate from the accepted pathway standards. He also commended Mr. Stone for offering a boat slip for emergency vehicles. Councilman Kennedy asked when the City adopted the minimum 10-foot width standard. Mr. Copstead responded that it was adopted in 2003. He added that the only location where there is an 8-foot width of the Centennial Trail is through the Coeur d'Alene Resort property.

Joe Corege, E. 3600 E. Fernan Hill Road, voiced his concern of the intersection at Blackwell Island and believes the developer should pay for all traffic improvements in that area.

BULK WATER POLICY: Bruce Waddell, 9655 N. Valley Way, Hayden Lake, Idaho, representing his business, The Sweep, opposes the proposed bulk water policy. He asked for clarification in the difference in rates between portable stations vs. fixed stations. He also voiced his concern of the location of the bulk stations. He also believes that the City Street Department should not be allowed to have access to the fire hydrants any more than private businesses.

Randy Waddell, part owner of The Sweep, noted that he has kept Coeur d'Alene clean for years and they have been getting water out of hydrants for 27 years and have even reported nonworking hydrants to the City. He believes that it would increase their cost of doing business if they are required to go to designated areas to get water out of hydrants. This will hurt his business and it will hurt the City of Coeur d'Alene.

Joe Corege, 3600 E. Fernan Hill Road, believes that the reason for the bulk water distribution stations is because people at the top of hills have their water pressure affected whenever someone uses the fire hydrant down the hill from his house.

CITY BUDGET: Jim Hollingsworth, 3130 W. Cherry Lane, suggested that the Council do what he used to do in business which was if you want to know if something is critical, cut it out of the budget. He believes that the City should live with the budget of 2004 and stick with that budget. He believes that the City could eliminate positions such as building inspectors on reroofing or eliminate parks. He believes that outside of highways there is nothing that he wants from the City. Councilman Edinger asked if he would want Fire and Police protection. Mr. Hollingsworth agreed that he would also need Police and Fire protection.

Jim Corege, 3600 E. Fernan Hill Road, expressed his opposition to the city's budget and the property tax burden on citizens. He requested that the Council reduce their mill grade and put the 2006-2007 budget back to the 2005-2006 budget.

Mike Milligan 407 Military Drive, voiced his opposition to increasing the number of boaters on the lake. He also commented that he has had huge property tax increases over the past few years. He believes that the Council should reduce the budget across the board by 3% except for the Police and Fire Departments.

Cindi Johnson, 3133 Bonnell Road, Coeur d'Alene is retired and cannot continue to pay the property taxes as with other people on fixed incomes.

Shirly Green, 6175 N. Mt. Carrol, Dalton Gardens, believes that property taxes are forcing people out of their homes. Her concern is that she has not made any improvements or extensions to her home yet her property taxes keep going up.

PARKING LOT ISSUE: James Trittin, 7701 S. Jo Lee Lane, Harrison, Idaho, had his car blocked at the Cherry Hill parking lot. He called the Police Department because of the rudeness of the BMX cyclists and their parents.

BEER/WINE LICENSE AT 1001 E. BEST AVENUE: Paul Filipowicz, 2338 N. Honeysuckle Drive, spoke in opposition to the approval of a beer/wine license for the store located at 1001 E. Best Avenue. He would like to be given time to talk with his neighborhood to oppose this store.

CONSENT CALENDAR: Motion by Reid, seconded by Edinger to remove Consent Calendar Item 6: Approval of beer/wine license for Best Food Stop at 1001 E. Best Avenue and to bring it back at the next Council meeting. Motion carried.

Motion by Reid, seconded by Edinger to approve the consent calendar with Item 6 removed.

1. Approval of minutes for July 5, 2006.
2. Setting of the Public Works Committee and General Services Committee meetings for July 24, 2006 at 4:00 p.m.

3. RESOLUTION 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.
4. Acceptance of Sanitary Sewer Easements from Glacier Partners, Riverstone Center LLC & Cougar Bay Ridge Water LLC.
5. SS-12-06 – Final Plat approval for Courtyard Homes Condominiums.
6. Approval of cemetery lot transfer from Marlus Rice to Leslie and Scot Cumings
7. Approval of bills as submitted to and on file in the City Clerk's Office.
8. Setting of public hearings: A-4-06 (vicinity of 19th and Nettleton Gulch) for August 15, 2006; and O-2-06 (Updating 2003 Bikeways Plan) for August 15, 2006.

DISCUSSION: Councilman Hassell questioned the length of the lease for the cellular antenna placement on the Prairie Standpipe and wanted to see if the City could negotiate a better deal for using water standpipes for commercial antennae. Mr. Tymesen responded that he had researched the amount of the lease and found that the City is in the mid-range with its lease rate.

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

COMMITTEE APPOINTMENTS: Motion by Edinger, seconded by Kennedy to appoint Chris Weeks, Phil Morgan, Jason Ayers, Bill McLeod and Coby Langley to the Animal Control Advisory Board; Betsy Hawkins and Colleen Krajack to the Personnel Appeals Board; Steven Piscitello to the Sign Board; and, Mike Patano to the Design Review Board. Motion carried.

RECESS: The Mayor called for a recess at 7:50 p.m. The meeting reconvened at 8:00 p.m.

RESOLUTION NO. 06-047

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

Motion by Hassell, seconded by Edinger to adopt Resolution 06-047.

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

ORDINANCE NO. 3260
COUNCIL BILL NO. 06-1018

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.

DISCUSSION: Assistant Water Superintendent Terry Pickel addressed the concerns of the residents. He explained that the bulk water policy is in response to the Federal Homeland Security Regulations requirements. He noted under today's policy, small businesses tend to pay more than they use and the large users underpay. He added that EPA is requiring the larger cities comply with these regulations now. He explained the locations of the permanent stations and the purpose of the portable stations which will be used for large developers to help prevent dust and dirt tracking on the streets. He noted that, with time, additional stations will be added. Councilman Reid elaborated that the contractors rent the portable stations and then pay for water used from the portable stations. Mr. Pickel responded to Councilman Reid's questions regarding non-responsible hydrant users that do not obtain the necessary disc/permit and thus damage the hydrants due to not using the special tool needed to properly open the valve. In regard to the Street Department, Mr. Pickel responded that they will be placing a fill station at the Ramsey Road Street shop site. Councilman Goodlander voiced her concern of these regulations' impact on private business. She believes that by requiring use of water stations, it will create increased traffic and a backup of water trucks at the stations since there will only be three stations throughout the City. Mr. Pickel responded that the reason for only placing three watering stations this year is to see if the program works out and then in the future additional stations will be added. Councilman Goodlander commented that the City now requires all construction sites to not track mud and dirt into the streets. Councilman Hassell also voiced his concern of the small number of stations for the large number of businesses that access the fire hydrants. He believes that the City will immediately need to add stations. Mr. Pickel noted that of the 63 contractors currently obtaining the hydrant discs, 30 contractors are large developers and they will have portables at their sites.

Motion by Reid, seconded by McEvers to pass the first reading of Council Bill No. 06-1018.

DISCUSSION: Councilman Goodlander opposed these restrictions. Councilman Reid reminded the Council that this is being mandated by the Federal Government and EPA. Councilman McEvers agreed that it is not perfect, but we need to move forward with the proposed policy with room for improvement.

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

Motion by Reid, seconded by Edinger to suspend the rules and to adopt Council Bill No. 06-1018 by its having had one reading by title only.

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

RESOLUTION NO. 06-048

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

Motion by Reid, seconded by Kennedy to adopt Resolution 06-048.

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

COUNCIL COMMENT: Councilman Goodlander would like to see the Water Department work with businesses that already have backflow devices on their water trucks.

ORDINANCE NO. 3261 COUNCIL BILL NO. 06-1021

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 MONIES 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

DISCUSSION: Finance Director Troy Tymesen presented an overview of the process for obtaining the interest rate for the sale of bonds for the Library and Public Safety facilities. Eric Herringer from Seattle Northwest Securities presented highlights of the bond sale process. He noted that by making the bonds bank certified it captures a lower interest rate. Additionally, by the City obtaining an A-1 Moody rating it also improved the sale of bonds. He reported that the interest rate obtained today is significantly lower than what was listed at bond election. Councilman McEvers asked what “Favorable wealth levels” mean. Mr. Herringer explained the meaning in that the average income is higher in Coeur d’Alene than historical figures provided. Councilman Kennedy asked if working with the local firms Edward D. Jones and A.G. Edwards worked out well. Mr. Herringer believes that it was a very positive working relationship. Mr. Herringer announced that the interest rate received for the Library bond was 4.36% and for the public safety bond came in at 4.12%. One of the reasons for the lower interest rate for the public safety bonds was due to it being a 10-year bond compared to the 20-year bond for the Library. On a final note, Mr. Herringer believes that this was a very successful bond sale. Mike Ormsby, bond counsel for the City, presented the draft ordinance for their approval. He noted that this ordinance authorizes the sale of the bonds, allows for the levying and collection of taxes to pay the bonds and for the purchase of bond insurance. He also commended City staff, and in particular Troy Tymesen, for all their help and assistance in this bond sale process.

Motion by Edinger, seconded by Goodlander to pass the first reading of Council Bill No. 06-1021.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 06-1021 by its having had one reading by title only.

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

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.

Motion by Edinger, seconded by Goodlander to adopt Resolution 06-049.

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

ORDINANCE NO. 3259
COUNCIL BILL NO. 06-1023

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.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 06-1023.

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

DISCUSSION: City Attorney Mike Gridley commented on the newly established development review committee. He noted that the developer assisted the City in obtaining railroad property as part of this annexation. He also commented on the trail system proposed for this development.

Motion by Reid, seconded by McEvers to suspend the rules and to adopt Council Bill No. 06-1023 by its having had one reading by title only.

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

ORDINANCE NO. 3262
COUNCIL BILL NO. 06-1013

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.

Motion by Reid, seconded by McEvers to pass the first reading of Council Bill No. 06-1013.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 06-1013 by its having had one reading by title only.

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

PUBLIC HEARING: V-06-2 – VACATION OF RIGHT-OF-WAY IN WOODLANDS ESTATES SUBDIVISION: Mayor Bloem read the rules of order for this public hearing. Chris Bates, Project Manager, gave the staff report.

Mr. Bates gave the applicants name as Mary Anne Porth, the location as the westerly boundary of Lot 17, Block 1, Woodland Estates Subdivision and the request as a vacation of the undeveloped public right-of-way adjoining her property.

He noted that the applicant is requesting the vacation of right-of-way that has been in placed since 1991 and never developed. Two-thirds of the right-of-way is underlain with a gas pipeline easement that precludes the construction of any structures over it. Mr. Bates reported that the probability of a roadway being constructed within the right-of-way is doubtful due to additional right-of-way acquisition, and in fact this roadway would not connect to any continuous street networks.

Mr. Bates reported that 14 certified mailings notifying property owners of this public hearing were sent with no responses received.

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

Motion by Edinger, seconded by Kennedy to approve the vacation of right-of-way on the westerly board of Lot 17, Block 1 in the Woodland Estates Subdivision. **ROLL CALL:** Edinger, Aye; Goodlander, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Reid, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Reid, seconded by Hassell to enter into Executive Session as provided by I.C. 67-2345, Subsection C: to conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency

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

The Council entered into Executive session at 9:05 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney and Finance Director.

Matters discussed were those of property acquisition. No action was taken and the Council returned to their regular meeting at 9:25 p.m.

ADJOURNMENT: Motion by Edinger, seconded by Kennedy to recess this meeting to July 27th at 12:00 noon in the Council Chambers. Motion carried.

The meeting recessed at 9:27 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-050

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FINAL PLAT APPROVAL AND ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR FRENCH GULCH SUBDIVISION, WITH STEVEN D. WIDMYER WHOSE ADDRESS IS 1319 ASH AVENUE, COEUR D' ALENE, IDAHO 83814.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Agreement with Steven D. Widmyer, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Final Plat Approval and Acceptance of Improvements and Maintenance / Warranty Agreement for French Gulch Subdivision, 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 1st day of August, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: August 1, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **French Gulch Subdivision; Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Final Plat approval for the French Gulch subdivision, a 4 lot residential development.
2. City Council acceptance of the installed public improvements for the French Gulch subdivision.
3. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Steven D. Widmyer
1319 Ash Avenue
Coeur d'Alene, ID 83814
- b. Location: Northwest corner of French Gulch Road & Hill Drive.
- c. Previous Action:
 1. Preliminary approval by the CdA Planning Commission September 2005.

FINANCIAL ANALYSIS

The developer is furnishing security the amount of \$5,160.00 to insure the maintenance of 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 August 1, 2007.

DECISION POINT RECOMMENDATION

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

BOOK _____, PAGE _____

INST. No. _____

FRENCH GULCH SUBDIVISION IN A PORTION OF THE NE 1/4 SEC. 18, T.50N., R.3W., B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

RECORDER'S CERTIFICATE

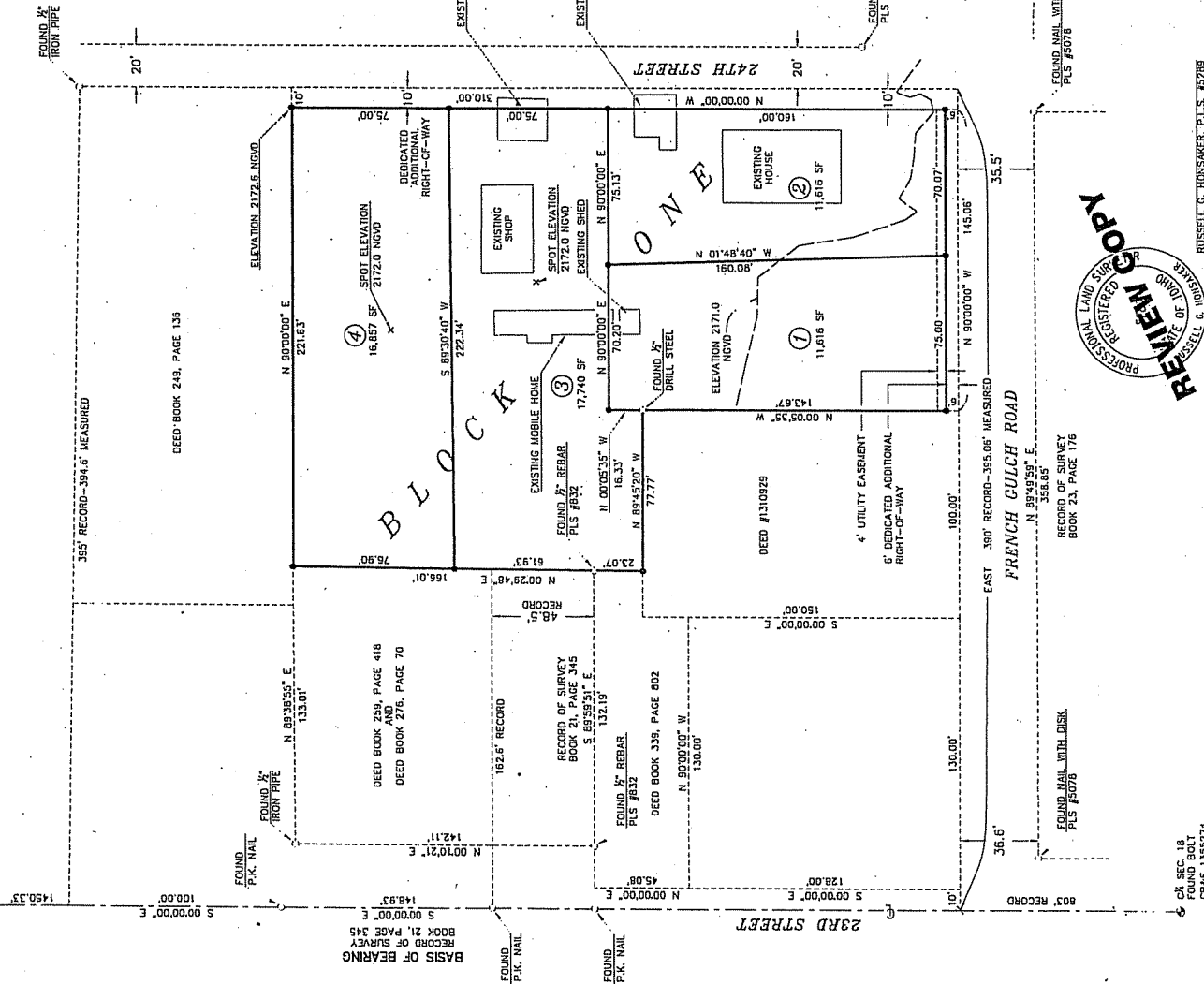
STATE OF IDAHO
COUNTY OF KOOTENAI

FILED THIS _____ DAY OF _____ 20____ AT _____ M.
IN BOOK _____ PAGE _____ AT THE REQUEST OF FRAME & SMETANA.

DANIEL J. ENGLISH,
COUNTY RECORDER
DEPUTY

\$5.00 FEE

N 1/4 SEC. 18
FOUND RR SPIKE
CP&F 1462489



FOUND N.
IRON PIPE

FOUND
P.K. NAIL

FOUND
P.K. NAIL

FOUND N.
IRON PIPE

FOUND
P.K. NAIL

FOUND
P.K. NAIL

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

FOUND N.
IRON PIPE

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.



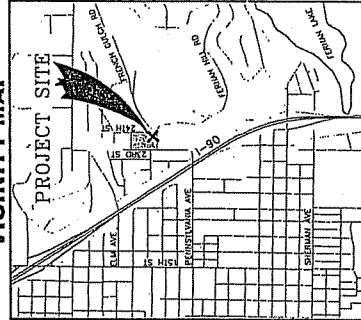
LEGEND

- ☒ P.L.S.S. CORNERS FOUND
- POINTS FOUND AS NOTED.
- SET 5/8" REBAR WITH PVC CAP MARKED "P.L.S. 5289".

REFERENCES

- RECORD OF SURVEY - BOOK 21, PAGE 345
- RECORD OF SURVEY - BOOK 11, PAGE 01
- RECORD OF SURVEY - BOOK 23, PAGE 176

VICINITY MAP



PROJECT SITE



FRAME & SMETANA, PA
Consulting Engineers
603 North 4th Street, Coeur d'Alene, Idaho, 83814
P: (208) 661-2112 / Fax: 735-5327 / Email: anna@framesmetana.com

FRENCH GULCH SUBDIVISION
DRAWN BY: JAN
DATE: 8/31/05
SCALE: 1"=40'
18-50N-3W
F174

RUSSELL G. HONAKER, P.L.S. #5289

24 SEC. 18
FOUND RR SPIKE
CP&F 1355274

1 of 2
SHEET

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of August, 2006 between Steven D. Widmyer, whose address is 1319 Ash Avenue, Coeur d'Alene, ID 83814, 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 French Gulch subdivision, a four (4) lot residential development in Coeur d'Alene, situated in the Northeast Quarter of Section 18, Township 50 North, Range 3 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 "Record Drawing" plans entitled "Hill Drive, Road, Water and Sewer Plan", signed and stamped by Russell D. Helgeson, Jr., PE # 6864, and, dated June 2, 2006, including but not limited to: water utility main and appurtenances, fire hydrant, concrete curb, asphalt paving, storm drainage facilities and signage 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 Five Thousand One Hundred Sixty and 00/100 Dollars (\$5,160.00) 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 1st day of August 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).

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

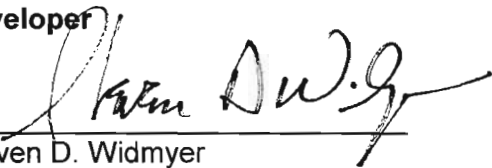
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Developer



Steven D. Widmyer

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND

MEMO

PAY TO THE ORDER OF

Five thousand one hundred sixty & 00/100 DOLLARS
City of CIDA
French Gulch

STEVEN D. WIDMYER
COUGAR BAY
MARIE'S BOUTIQUE
1319 ASH AVE. (208) 664-5081
COEUR D'ALENE, ID 83814

US BANK
24-HOUR BANKING
1-800-673-3555

92-372
1231

07709

⑈007709⑈ ⑆123103729⑆153300077291⑈

THIS PAPER CONTAINS FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

CITY OF COEUR D'ALENE

07/20/2006
2:15 PM

Receipt No.
0204380


STEVEN WIDMYER

Miscellaneous receipts		5,160.00
Total		5,160.00
Cash		0.00
Check	07	5,160.00
Change		0.00

7/19/06
\$ 5160-

[Handwritten Signature]

**CITY COUNCIL
STAFF REPORT**

DATE: August 1, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Cedar Chalet Condominium, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of the Cedar Chalet Condominium, a four building, seven (7) unit residential condominium development.

HISTORY

Applicant: Mark-Erik DiBiase
Second Street Project, LLC
742 E. Southwood Court
Hayden, ID 83835

Location: West side of 2nd St. between Miller & Boise Avenues

Previous Action:

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

FINANCIAL ANALYSIS

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

PERFORMANCE ANALYSIS

The subject property is occupied by three (3) duplexes and a single family dwelling that are being combined into a condominium development on the subject property. All site development issues and conditions were previously addressed when the existing facilities were constructed.

QUALITY OF LIFE ANALYSIS

The condominium buildings are existing structures, 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 Cedar Chalet Condominium.

REFERENCES

- R-1) RUSSELL'S ADDITION, BOOK A PAGE 127, 1903
- R-2) RECORD OF SURVEY, BOOK 7 PAGE 166, 1989
- R-3) COEUR D'ALENE GARDENS ADDITION, BOOK F PAGE 383, 1992
- R-4) RECORD OF SURVEY, BOOK 15 PAGE 84, 1994
- R-5) RECORD OF SURVEY, BOOK 18 PAGE 127, 1996
- R-6) RECORD OF SURVEY, BOOK 18 PAGE 139, 1996
- R-7) RECORD OF SURVEY, BOOK 18 PAGE 211, 1996
- R-8) RECORD OF SURVEY, BOOK 19 PAGE 108, 1997
- R-9) RAILROAD ADDITION, BOOK I PAGE 152, 1999
- R-10) MONTESSORI SCHOOL, BOOK I PAGE 245, 2000

LEGEND

- SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED "JAI PLS 8798"
- FOUND IRON PIPE
- ⊙ FOUND 1/2" REBAR
- △ CALCULATED POINT
- (M) MEASURED
- (R-#) PER SURVEY REFERENCE NUMBER

BASIS OF BEARING

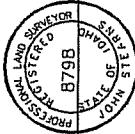
BASIS OF BEARING IS N 00°00'27" E BETWEEN FOUND MONUMENTS, AS SHOWN, PER R-2, R-3, R-4, R-6, R-8.

NOTE

NO ATTEMPT WAS MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, NOR DOES THIS NECESSARILY SHOW ANY OR ALL RECORDED OR NON-RECORDED EASEMENTS.

SURVEYOR'S CERTIFICATE

I, JOHN STEARNS, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, HEREBY CERTIFY THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION.



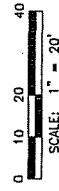
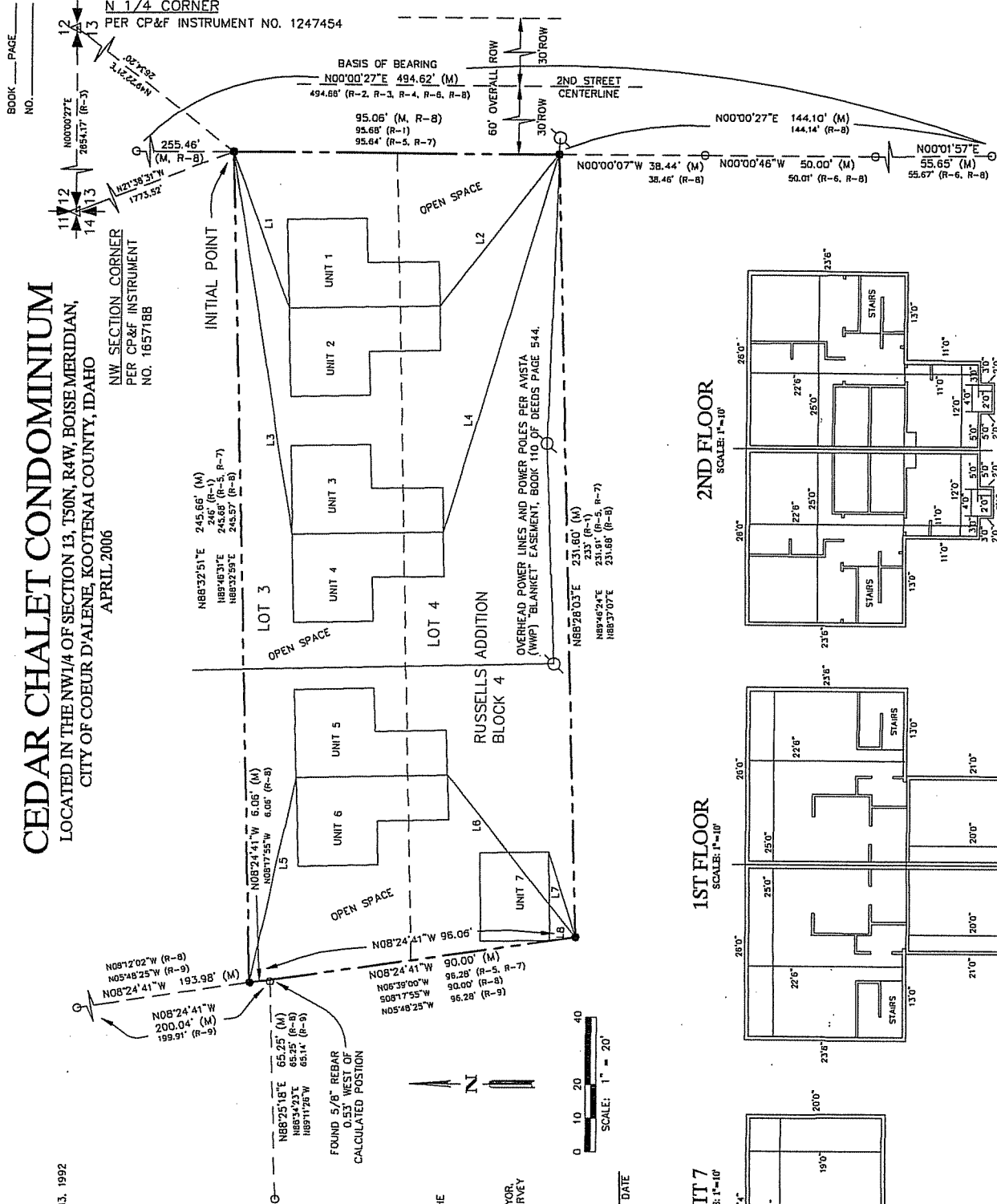
JOHN STEARNS, PLS DATE _____

CEDAR CHALET CONDOMINIUM

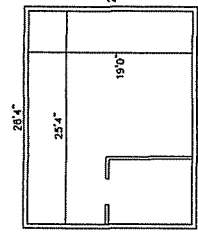
LOCATED IN THE NW 1/4 OF SECTION 13, T50N, R4W, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
APRIL 2006

NW SECTION CORNER
PER CP&F INSTRUMENT
NO. 165718B

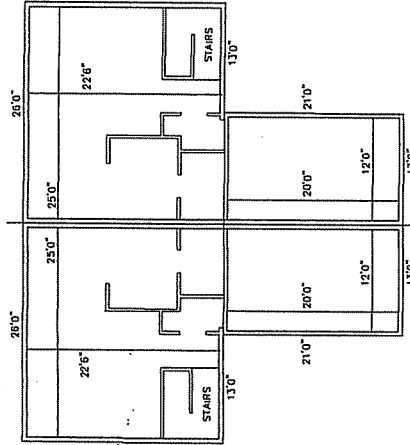
N 1/4 CORNER
PER CP&F INSTRUMENT NO. 1247454



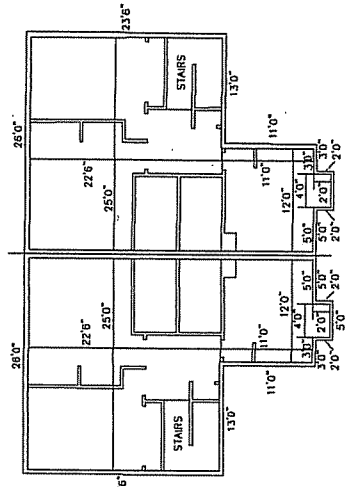
UNIT 7
SCALE: 1" = 10'



1ST FLOOR
SCALE: 1" = 10'



2ND FLOOR
SCALE: 1" = 10'



GARAGE FLOOR
SCALE: 1" = 10'



LINE	LENGTH	BEARING
L1	48.96'	N70°32'52"E
L2	56.78'	S52°41'56"E
L3	114.20'	N81°03'30"E
L4	116.62'	S73°35'00"E
L5	62.12'	N77°39'38"W
L6	60.69'	S51°57'25"W
L7	28.36'	S73°08'25"W
L8	7.51'	S08°09'41"E

UNIT	1ST FLOOR	2ND FLOOR	GARAGE
1-6	563 S.F.	703 S.F.	240 S.F.
7	481 S.F.		

BUILDING	FIRST FLOOR	SECOND FLOOR	GARAGE FLOOR
UNITS 1,2	2195.16'	2205.16'	2194.68'
UNITS 3,4	2195.53'	2204.53'	2194.05'
UNITS 5,6	2194.53'	2203.53'	2193.05'
UNIT 7	2192.76'		

Jamar ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING

SEC 13 T50N R4W PROJECT: 1322 - DIBLASE
DATE: 04/03/06 CHKD: JMS
SCALE: 1" = 20' DRAWN: RB
NO. 165718B

808-788-3155 209-268-8777(FAX)
P. 31 HUNTERCREEK AVE., HAVERHILL, ID

CITY COUNCIL MEETING STAFF REPORT

DATE: July 24, 2006
FROM: Tim Martin, Street Superintendent
SUBJECT: AUTHORIZATION TO PURCHASE ½ TON PICKUP TRUCK

DECISION POINT:

The purpose of this report is asking for Council approval and to provide information on the purchase of a new 1/2 ton 4x4 pickup truck.

HISTORY:

The Street Division's Capital Vehicle Replacement Plan for 2005-2006 authorizes the purchase of a 1/2 ton truck in the amount of \$25,000.

PERFORMANCE ANALYSIS

It has been determined that a 1/2 ton pickup from Robideaux Motors is the most favorable quote and the best value quote to meet our requirements.

FINANCIAL ANALYSIS

Quotes for a new 1/2 ton 4x4 truck were obtained from three area vendors as follows:

	<u>Total Quote</u>
(1) Robideaux Motors	\$19,858.70
(2) Lake City Ford	\$22,580.00
(3) Tom Addis Dodge	\$24,078.00

The \$19,858.70 quote for a new 1/2 ton 4x4 truck is the lowest quote received. The Robideaux Motors quote is the most favorable and meets all the Street Department specifications.

QUALITY OF LIFE

This new truck will bring our vehicle staffing back to where we need to be. In 2002 the street department, forewent the purchase of a pickup in the capitol replacement plan to help other budget needs. Since that time our Street Superintendent had driven a vehicle replacement from Police Department. This vehicle has since followed Jon to city hall. This new pickup vehicle will be used for Street Department supervisor personnel.

DECISION POINT:

The purpose of this report is to provide Council information and consent on the purchase of a new 1/2 ton 4x4.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: July 21, 2006

From: Dan Cochran, Deputy Fire Chief

Re: Fire Department, Fire Prevention Bureau Plan Review and Permit Application Fee Structure

DECISION POINT:

Mayor and City Council to establish a plan review and permit application fee structure, to be overseen by the Fire Dept., Fire Prevention Bureau.

HISTORY:

Currently the Coeur d'Alene Fire Dept., Fire Prevention Bureau reviews plans and inspects buildings for Fire Code compliance, reviews fire alarm, fire sprinkler and fire pump system plans and inspects their installation at no cost to the people submitting the plans and/or installing the systems. Most fire departments of our size and larger have a plan review and permit application fee structure in place, as do Kootenai County Fire & Rescue and Northern Lakes FPD.

FINANCIAL ANALYSIS:

There will be a reduction in financial cost to the city. Currently the plan review, inspection, clerical and paperwork expenses are being covered by tax dollars.

PERFORMANCE ANALYSIS:

The 2003 International Fire Code (2003 IFC), Section 104.2 states: **104.2 Applications and permits. The fire code official is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.** The only permits currently being required are for Open Burning and Blasting. There are fifty-nine (59) Operational and Construction permits required by the 2003 IFC. The Coeur d'Alene Fire Dept., Fire Prevention Bureau has been tasked with meeting this requirement and will continue to do so to help safeguard our citizens and visitors. Most costs incurred by the Coeur d'Alene Fire Dept., Fire Prevention Bureau in carrying out this assignment are currently paid for with tax dollars.

QUALITY OF LIFE ANALYSIS:

With a goal to help reduce the burden on our tax payers, while maintaining and enhancing the quality of life of the citizens and visitors of the City of Coeur d'Alene, the establishment of a plan review and permit application fee structure will require a large share of these costs be covered by the applicants, thus meeting the council mandate of growth paying for growth.

DECISION POINT/RECOMMENDATION:

For Mayor and City Council to establish a plan review and permit application fee structure, to be overseen by the Fire Dept., Fire Prevention Bureau.

Plan Review Fee Worksheet



Coeur d'Alene Fire
Prevention Bureau Office
(208)769-2245

On January 1, 2005, the City of Coeur d'Alene adopted the 2003 Edition of the International Fire Code, with local amendments. The following information is the fee schedule for plan reviews completed by the Coeur d'Alene Fire Prevention Bureau. Fees shall be collected prior to issuing the building permit. In all reviews the first re-submittal is free with all subsequent re-submittals assessed a \$100 fee.

- I. **FIRE CODE PLAN REVIEW:** Structural plan review fees will be charged at a rate of \$50 per 5000 square feet, or portion thereof, up to a maximum of \$500. Please use this formula to calculate the structural fee:

Total square footage (TSF) divided by 5000, round up to the next whole number and multiply by \$50 to get fee. Example: TSF of 18000, divided by 5000 equals 3.6, rounded up to 4 and multiply by \$50, to get a fee of \$200.

Name of project _____
Address _____
TSF of this project _____ divided by 5000=_____, rounded up to _____, X \$50 equals structural fee of \$ _____ (A) not to exceed \$500.

- II. **FIRE ALARM PLAN REVIEW:** Fire Alarm plan review fees will be charged at a rate of \$50 per 100 devices, or portion thereof, up to a maximum of \$150. Please use this formula to calculate the fire alarm fee.

Total # of devices (TND), divided by 100, round up to the next whole number and multiply by \$50 to get fee. EXAMPLE: TND of 150, divided by 100 equals 1.5 rounded up to 2 and multiply by \$50 to get a fee of \$100.

Fee includes 2 inspections and one re-inspection for a total of 3 hours. Additional inspections and/or inspections outside of normal business hours assessed at a rate of \$50 per hour with a one hour minimum.

TND for this project _____ divided by 100=_____, rounded up to _____, X \$50 equals Fire alarm fee of \$ _____ (B), not to exceed \$150.

- III. **FIRE SPRINKLER SYSTEM:** Fee will be a flat rate of \$100. Fee for this project \$ _____ (C)

Fee includes 4 inspections and one re-inspection for a total of 4 hours. Additional inspections and/or inspections outside of normal business hours assessed at a rate of \$50 per hour with a one hour minimum.

IV. FIRE PUMP: Fees will be a flat rate of \$100. Fee for this project \$_____ (D)

Fee includes 2 inspections and one re-inspection for a total of 3 hours. Additional inspections and/or inspections outside of normal business hours assessed at a rate of \$50 per hour with a one hour minimum.

Fee calculation:

- A. Structural \$ _____
- B. Fire Alarm \$ _____
- C. Sprinkler \$ _____
- D. Fire Pump \$ _____

TOTAL FEES \$ _____ COLLECTED BY: _____ DATE _____ Receipt # _____

PERMIT APPLICATION FEE

\$50.00

(Explosives: \$100/\$200)

COEUR D'ALENE FIRE
PREVENTION BUREAU OFFICE

(208)769-2245

- OPERATIONAL
- CONSTRUCTION
- COMBINATION



BUSINESS NAME _____ PHONE# _____

ADDRESS _____

APPLICATION NAME _____ TITLE _____

Please describe all operations and installations requiring a permit. If your business requires both types of permits, please check the combination block. Only one fee will be collected but all operations and processes must be described below.

I certify that I have read this application and declare under penalty of perjury that the information contained herein is correct and complete. I agree to comply with all City ordinances, adopted codes, and State laws relating to the operations and processes described above. I here by authorize representatives of this City to inspect any operation or process for compliance purposes before issuing the permit. I am either the owner of the business or the contractor responsible for the work and represent the owner, and am acting with the owner's full knowledge and consent.

Signature of applicant

Date

DO NOT WRITE IN THIS SPACE – OFFICIAL USE ONLY

Receipt # _____ Collected by _____ Title _____

Inspection completed on _____ By _____

Permit issued on _____ PERMIT EXPIRES ON _____

PERMIT DESCRIPTIONS

2003 IFC

OPERATIONAL

- 105.6.1 Aerosol Products
- 105.6.2 Amusement building
- 105.6.3 Aviation facilities
- 105.6.4 Carnivals or fairs
- 105.6.5 Battery systems
- 105.6.6 Cellulose nitrate film
- 105.6.7 Combustible dust producing operations *
- 105.6.8 Combustible fibers *
- 105.6.9 Compressed gases *
- 105.6.10 Covered mall buildings
- 105.6.11 Cryogenic fluid *
- 105.6.12 Cutting and welding
- 105.6.13 Dry cleaning plants
- 105.6.14 Exhibits and trade shows
- 105.6.15 Explosives *
- 105.6.16 Fire hydrants and valves *
- 105.6.17 Flammable and combustible liquids *
- 105.6.18 Floor finishing
- 105.6.19 Fruit and crop ripening
- 105.6.20 Fumigation and thermal insecticidal fogging
- 105.6.21 Hazardous material
- 105.6.22 Hazardous Production Materials facilities
- 105.6.23 High-piled storage
- 105.6.24 Hot work operations *
- 105.6.25 Industrial ovens
- 105.6.26 Lumber yards and wood working plants *
- 105.6.27 Liquid or gas fueled vehicles or equipment in assembly buildings
- 105.6.28 Liquid petroleum gas *
- 105.6.29 Magnesium *
- 105.6.30 Miscellaneous combustible storage *
- 105.6.31 Open burning *
- 105.6.32 Open flames and torches
- 105.6.33 Open flames and candles
- 105.6.34 Organic coatings
- 105.6.35 Places of assembly
- 105.6.36 Private fire hydrants *
- 105.6.37 Pyrotechnic special effects material
- 105.6.38 Propylene plastics
- 105.6.39 Refrigeration equipment
- 105.6.40 Repair garages and service stations
- 105.6.41 Rooftop heliports
- 105.6.42 Spraying and dipping
- 105.6.43 Storage of scrap tires and tire byproducts
- 105.6.44 Temporary membrane structures, tents and canopies *
- 105.6.45 Tire-rebuilding plants
- 105.6.46 Waste handling facilities
- 105.6.47 Wood products storage in excess of 200 cubic ft.

CONSTRUCTION

- 105.7.1 Automatic fire-extinguishing systems
- 105.7.2 Compressed gases *
- 105.7.3 Fire alarm and detection systems
- 105.7.4 Fire pumps and related systems
- 105.7.5 Flammable and combustible liquids *
- 105.7.6 Hazardous material *
- 105.7.7 Industrial oven *
- 105.7.8 Liquid petroleum gas
- 105.7.9 Private fire hydrants
- 105.7.10 Spraying or dipping operations
- 105.7.11 Standpipe systems
- 105.7.12 Temporary membrane, tents and canopies *

* Denotes exceptions or explanations

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 200.00 (66.68)
 Rec No 201988
 Date 7/12/2006
 Date to City Council: 8-1-06
 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 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 checked="" 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	Wingstop
Business Address	2630 N. Government Way
City State Zip	Coeur d' Alene, ID 83815
Business Contact	Telephone Number: <u>208-772-3173</u> Fax: <u>(208) 762-5755</u>
Manager Name	Johnsue L. Doyle
Manager Home Address	1798 E. Sundown COA, ID 83815
Manager Information	Social Security No. <u>240 11 0888</u> Date of Birth <u>2-24-66</u> <u>(208) 755-9277</u> <u>Rayjon@netscape.com</u>
Manager Contact	Telephone: _____ Cell: _____ e-mail: _____
Manager Place of Birth	Erwin, NC
License Applicant	Raymond J. Doyle
Filing Status (circle one)	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Other
Address of Applicant	1798 E. Sundown Coeur d' Alene, ID 83815
Applicants Prior Address for past five years	2363 W. Polagreen St. Post Falls, ID 83854
Applicants Prior Employment for past 5 years	owner of: Yates Real Estate Inspections, Inc. Coeur d' Alene, ID 10+ years now.

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	<u>\$250.00 per year</u>
<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	<u>\$ 25.00</u>

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 1/15/77
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="checkbox"/> 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 VALLE WA 99037 MIDWAY STOP, 23312 N. HWY 395, COLBERT, WA A-1 GAS & GRD., 9914 N. WALL ST., SPOKANE, WA 99218

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 \$2500
 Rec No 204700
 Date 7/21/2006
 Date to City Council: 8/1/06
 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 type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid	<u>\$25.00</u>

From Los Sanchez to Fiesta Mexicana

Business Name	FIESTA MEXICANA		
Business Address	2605 North 4th St.		
City State Zip	Coeur d'Alene ID 83815		
Business Contact	Telephone Number:	Fax:	
	(509) 954-3770	(509) 455-6317	
Manager Name	TRAVIS GLASSER		
Manager Home Address	6211 N. Standard St. Spokane WA 99208		
Manager Information	Social Security No.	Date of Birth	
	(509) 539062086	(509) 1/21/75	
Manager Contact	Telephone:	Cell:	e-mail:
	489-5250	954-3770	taglasser@yahoo.com
Manager Place of Birth	SILVERTON, ID		
License Applicant			
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership LLC
	Other	<input checked="" type="checkbox"/>	
Address of Applicant	6211 N. Standard St SPOKANE WA 99208		
Applicants Prior Address for past five years	SAME		
Applicants Prior Employment for past 5 years	FIESTA MEXICANA 1227 S. Grand Blvd. SPOKANE WA 99202		

ANNOUNCEMENTS

Memo to Council

DATE: July 27, 2006

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the August 1st Council Meeting:

LEE SHELLMAN Cemetery Advisory Board

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Doug Eastwood, Cemetery Advisory Board Liaison

Memo to Council

DATE: July 21, 2006

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the August 1st Council Meeting:

ERIN ELISABETH YOST (Student Representative)	ARTS COMMISSION
ASHLEY SAMPSON (Alternate Student Representative)	ARTS COMMISSION
BRIANNA MOORE (Student Representative)	CDA TV COMMITTEE
ANDREW PROHASKA (Student Representative)	CEMETERY BOARD
KYTRINA VANGUTMAN (Student Representative)	CHILDCARE COMMISSION
LESHA OWENS (Alternative Student Representative)	CHILDCARE COMMISSION
ALI JOHNSON (Student Representative)	PED/BIKE ADVISORY CMTE
JOHN SONNEN (Alternate Student Representative)	PED/BIKE ADVISORY CMTE
ANNIE MCCLOSKEY (Student Representative)	PLANNING COMMISSION
AARON JOHNSON (Student Representative)	RECREATION & PARKS COM
ELISABETH ST. JOHN (Alternative Student Representative)	RECREATION & PARKS COM
KELLY CLAUSEN (Student Representative)	SIGN BOARD
REBECCA LOBATO (Student Representative)	URBAN FORESTRY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

July 24, 2006

4:00 p.m., Council Chambers

MEMBERS PRESENT

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

CITIZENS PRESENT

Steve Cordes, Welch Comer

STAFF MEMBERS PRESENT

Anna Eckhart, Deputy City Attorney
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Dan Cochran, Deputy Fire Chief
Pam MacDonald, HR Director
Renata McLeod, Project Coordinator
Steve Childers, Police Captain
Terry Pickel, Assistant Water Superintendent

**Item 1. Analysis and Transition Plan/Fairhousing Analysis & ADA/504 Transition Plan.
(Agenda Item)**

Renata gave a Power Point presentation on the Fairhousing Analysis and ADA/504 Transition Plan and requested the Committee authorize the Plan in accordance with the requirement of the funding received through the Idaho Community Development Block Grant (ICDBG) program.

Councilman Hassell commended staff for the amount of work that they put into this plan.

MOTION: THE COMMITTEE is recommending that the City Council authorize the Fairhousing Analysis and ADA/504 Transition Plan in accordance with the requirement of the funding received through the Idaho Community Development Block Grant (ICDBG) program

**Item 2. Closeout Agreement/Costco 4th Street Project-Grant ICDBG 03-I-33-ED.
(Resolution No. 06-051)**

Renata asked the Committee to authorize the Closeout Agreement and Final Performance Report with Idaho Commerce and Labor for the 4th Street/Costco project..

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-051 authorizing the Closeout Agreement and Final Performance Report with Idaho Commerce and Labor for the 4th Street/Costco project

**Item 3. Bid Specifications/Water Pressure Enhancement Project.
(Agenda Item)**

Terry Pickel is asking for approval of the plans and specs for the new water main and PRV stations in the northeast quadrant and to authorize staff to solicit bids for construction. Terry explained that this will increase the water pressure at the NE corner of town as well as adjust the boundary for the high zone which will balance the system and take care of some fire flow problems in an area north of the freeway.

Steve Cordes of Welch Comer displayed two maps and described the plans (as noted in the staff report).

Councilman Hassell expressed concern that growth in the NW section might effect the existing pressure zone. Steve stated that as growth occurs in the NW section, new wells will come online to compensate.

Councilman Goodlander and Edinger asked City Attorney, Mike Gridley, if it would be a conflict of interest if they have relatives that live in the proposed area. Mike Gridley said, "no".

MOTION: THE COMMITTEE is recommending that the City Council approve staff request to approve the plans and specifications for the new water main and PRV stations and authorize staff to solicit bids for construction.

**Item 4. Traffic School.
(Agenda Item)**

Steve Childers is asking for authorization to institute a Traffic School designed to educate the motoring public. If supported, the Coeur d' Alene Police Department would offer a traffic school to traffic law violators, depending if the situation met certain criteria, in lieu of a traffic citation. If the violator chooses the traffic school option they would pay to attend the school vs. paying a citation and the violation will not show on their driving record. Examples of criteria that must be met are: you must be a Coeur d' Alene resident; have a valid drivers license and proof of insurance; not attended traffic school within the last 18 months or failed to appear for traffic school in the past.

The class will be 3 hours of instruction and will be designed to better educate the drivers about state and local traffic laws, aggressive driving, and the danger it causes, as well as inattentive driving, driving while intoxicated, how to drive defensively, etc.. Steve noted that Post Falls PD is the only agency offering this type of public education and Sandpoint PD is in the process of instituting its own program.

Steve further explained that there is an expense to the Police Department to host a Traffic School like the one being proposed. The costs would reflect the expenses associated with the instructor's time preparing and teaching the curriculum, as well as driver's manuals and handouts. There would also be some expense to maintaining the training room (lights, heat, cleaning), and restroom facilities. The expenses would be offset by a portion of the registration fee. It is currently suggested that the registration fee be \$75.00 Although the Traffic Safety School will cost money, the cost will be offset because of the following:

1. Officers will not have to show up and be paid for infraction court trials, which are often resolved at the time of trial.
2. The City Attorney's Office, Criminal Division, will not have to order records, set up files, and spend attorney time for infraction pre-trials and trials (unless a person fails to appear for traffic school).

MOTION: THE COMMITTEE is recommending that the City Council approve staff's request to establish a traffic school designed to educate traffic law violators and to set a Public Hearing date for the new registration fee. Additionally, Councilman Hassel requested staff develop a method of keeping the fees up to date, overtime.

**Item 5. Fire Department – Permits & Fees.
(Consent Calendar)**

Dan Cochran asked the Committee for approval to establish a plan review and permit application fee structure that will be overseen by the Fire Department (FD) and the Fire Prevention Bureau (FPB). Dan explained that the FD and FPB review plans and inspect buildings for fire code compliance, fire alarms, fire sprinklers, fire pump systems and inspect installation at no cost to the person submitting the plans and/or installing the systems. Dan noted that most FD's of our size and larger have a plan review and permit application fee structure in place, as do Kootenai County Fire & Rescue and Northern Lakes FPD. There are 59 operational and construction permits required by the 2003 International Fire Code (IFC). The only permits currently required by the FD are for open burning and blasting. The FD and FPB have been tasked with meeting the requirements of the 2003 IFC. Most costs incurred by the FD and the FPB in carrying out the requirements of the 2003 IFC would be paid for with tax dollars. Dan reported that the goal of the FD is to help reduce the burden on tax payers, while maintaining and enhancing the quality of life of the citizens and visitors of the City of Coeur d'Alene by establishing the plan review and permit application fee structure that will require a large share of the costs be covered by the applicants, thus meeting the City Council's mandate of growth paying for growth.

Councilman Goodlander asked Dan to present this plan to the North Idaho Building Contractors (NIBC) as this will have a direct impact on them. Jon Ingall's indicated the next NIBC meeting is the 15th of August and he would arrange to have this item placed on their agenda. Councilman Goodlander also asked if this will effect residential housing. Dan indicated that they do not inspect residential for fire code, only housing of 3 or more units/multi-family and up.

Councilman Goodlander added that one of the City's greatest needs is affordable housing. With the fees the City imposes, as well as other jurisdictions, in addition to cost of land and price of housing materials is what is driving up the cost of housing. Part of the Council's job is to ensure that the City is cognizant of fees while also trying to create affordable housing.

Councilman Hassell noted that people are clamoring for building and construction to pay for itself. and feels it's appropriate to shift the costs from the taxpayers to the applicants.

MOTION: THE COMMITTEE is recommending that the City Council approve staff's request to establish a plan review and permit application fee structure and to set a Public Hearing date for the fee structure.

The meeting adjourned at 4:50 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

MEMORANDUM

Date: July 13 2006

To: The General Services Committee

From: Renata McLeod, Project Coordinator

Re: Fairhousing Analysis to Impediments and the Americans with Disability Act (ADA)/504 Transition Plan

DECISION POINT:

- To authorize the Fairhousing Analysis and ADA/504 Transition Plan in accordance with the requirement of the funding received through the Idaho Community Development Block Grant (ICDBG) program. *(Due to the volume of information included in the plan, the notebook is available in the City Clerk's Office for citizen review).*

HISTORY: In November 2004 the City of Coeur d'Alene was awarded an Idaho Community Development Block Grant (ICDBG) for the 4th Street (Costco) project and in May 2005 was awarded another ICDBG for the Seltice Way (US Bank) project. The construction involved in these projects has been completed. A review of the City's ADA transition plan and an analysis to impediments to fairhousing was a remaining requirement of the grant. The City created an Ad Hoc Committee to assist with this requirement, and with staff's assistance, the review is now complete. Staff is seeking Council approval of the final review and recommendations contained in the notebook entitled "City of Coeur d'Alene Fairhousing/ADA 504 Compliance Plan." This notebook will be utilized by each department to enhance services and resolve physical barriers within their facilities.

FINANCIAL: Each Department is responsible for requesting financial needs to enhance services and/or resolve physical barriers with their annual budgets and/or in conjunction with the budget for building maintenance.

PERFORMANCE ANALYSIS: Authorizing the City of Coeur d'Alene Fairhousing/ADA 504 Compliance Plan will allow the grants to be closed and provide a valuable tool for the City.

DECISION POINT/RECOMMENDATION:

- To authorize the Fairhousing Analysis and ADA/504 Transition Plan in accordance with the requirement of the funding received through the Idaho Community Development Block Grant (ICDBG) program.

MEMORANDUM

Date: July 14, 2006

To: The General Services Committee

From: Renata McLeod, Project Coordinator

Re: Closeout Agreement and Final Performance Report with Idaho Commerce and Labor for ICDBG 03-I-33-ED; 4th Street Project (Costco)

DECISION POINT:

- To authorize the attached Closeout Agreement and Final Performance Report with Idaho Commerce and Labor.

HISTORY: In November 2004 the City of Coeur d'Alene was awarded an Idaho Community Development Block Grant (ICDBG) for the 4th Street (Costco) project in the amount of \$465,000.00. The project was an economic development objective, wherein Costco was required to make 51% of the full-time employee positions available to low to moderate-income (LMI) persons. Costco created 110 FTE positions, prior to the start of construction 67% of the persons hired were LMI. The construction of the intersection improvements and legal requirements, such as the ADA compliance plan, has been completed.

FINANCIAL: Grant funds have been held back for final completion, these funds will be released to make final payment to Panhandle Area Council for grant administration services.

PERFORMANCE ANALYSIS: Authorizing the Agreement and Final Performance Report will allow the City to close the grant.

DECISION POINT/RECOMMENDATION:

- To authorize the attached Closeout Agreement and Final Performance Report with Idaho Commerce and Labor.

RESOLUTION NO. 06-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CLOSOUT AGREEMENT AND FINAL PERFORMANCE REPORT WITH IDAHO COMMERCE AND LABOR (ICL).

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene authorize a Closeout Agreement and Final Performance Report with Idaho Commerce and Labor, 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 approve the Closeout Agreement and Final Performance Report, 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 1st day of August, 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 _____.

Closeout Agreement

This Agreement is made by and between Idaho Commerce and Labor (ICL) and the Grantee, CITY OF COEUR D'ALENE, IDAHO.

In reliance upon, and in consideration of mutual representations, ICL and the Grantee agree to close Project Number ICDBG- 03-I-33-ED without a final grant audit. Since costs have been incurred subsequent to the audit report performed by MAGNUSON MCHUGH & COMPANY for the period of OCTOBER 2005 THROUGH SEPTEMBER 2006, the Grantee agrees to remit the final audit for Fiscal Year ending SEPTEMBER 30 2006. Further, it is agreed the amount of any costs that are disallowed by the final audit will be remitted to the Idaho Department of Commerce.

Idaho Commerce and Labor

CITY OF COEUR D'ALENE, IDAHO

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

Final Performance Report

Grantee: City of Coeur d'Alene

Contract Number: ICDBG-03-I-33-ED

Project Type: PF Housing ED SC/CC Other

National Objective: LMI Slum & Blight IM Threat

Prepared By: Nelle Coler

Telephone: (208) 772-0584 x3012 Date: 5/15/2006

Project Activities

Provide a detailed narrative of completed activities. The discussion should include specific activities accomplished, how they were accomplished, who was involved, and how the activity relates to the overall project. At the very least, provide a paragraph describing the grantee's activities for each of the applicable project areas:

- **Professional Services**

The City of Coeur d'Alene advertised for grant writing and administrative services for various economic development and public facilities projects for a three-year term. A Pre-bid/RFP Solicitation Summary was submitted on 8/22/2003. Proposals were received before 5:00 p.m., September 9, 2003, and evaluated on September 30, 2003. The City Council approved the award of the contract to PAC on October 21, 2003. Award and rejection letters were mailed October 28, 2003.

On April 6, 2004 an amendment was executed, identifying the 4th Street Reconstruction Project as an activity to be added under the existing contract.

Engineering was provided "in-house" by the City of Coeur d'Alene.

- **Construction**

Bid documents were reviewed and approved on May 16, 2005, Davis Bacon Wage Decision Heavy ID2003017, Mod. 7, dated 01/21/2005 was included. The Request for Bids was published twice, on May 20 and 27, 2005. The 10-day wage rate update was conducted on May 27, 2005, there was no change. A pre-bid conference was held on June 1, 2005.

Bid opening occurred on June 7, 2005 at 10:00 a.m., in the Coeur d'Alene City Hall Council Chambers. The apparent low bidder was L & L Cargile. A debarred check was performed on June 14, 2005. Notice of award was June 21, 2005, followed by the Notice to proceed on June 27, 2005.

The preconstruction conference was conducted July 6, 2005 in the City Hall Council Chambers. The project consists of reconstructing approximately 4,000 LF of 4th Street between Anton Avenue and Timber Lane. The reconstruction includes removal of the existing two lanes of pavement, upgrade of storm sewer, construction of a three lane street section, including driveway approaches to residences and businesses, sidewalks and curbs.

Although the rapid rate of growth in Coeur d'Alene and Kootenai County would have been reason alone to update this main north-south thoroughfare, the construction of a Costco Wholesale Warehouse at the corner of Government Way and Neider Avenue provided the impetus for this project. As a condition of this grant, Costco agreed to create 50 FTE jobs, 51% (26 jobs) of which would be held by LMI persons.

Construction was to have taken place during the summer of 2004, but a major road project on Government Way, and resurfacing on 15th Street, necessitated postponing the work until the following summer to ensure at least one available north-south arterial. Despite the City's best efforts there was some congestion during the first stage of the project due to a delay in completing work on Government Way.

Once construction was underway, the work went smoothly. The City chose to begin on the north end and work south so that the section of road closest to Coeur d'Alene High School would be accessible to students and facility when the fall term started. Paving and striping of the entire project was completed at the end, with some of the work being done overnight, and on the weekend to cause the minimum amount of disruption.

- **Environmental Review**

The Environmental Review was initiated in January of 2004, the review officer was Nancy Mabile. The review was completed in March of 2004 with a finding of Categorical Exclusion. ICL released funds April 1, 2004.

- **Citizen Participation**

The first public hearing for the grant was published in the Coeur d'Alene Press on November 19, 2003 and held at the Coeur d'Alene City Hall on December 2, 2003. The Citizen Participation Plan became effective on that date.

The second required public hearing, to provide a mid-construction summary of work completed, and activities still to be conducted, was advertised on September 19 and 26, 2005, and held on October 4, 2005. The hearing was conducted in the City Hall Council Chambers and televised on local access television. Verbal and written comments were requested, none were received.

- **Section 3**

At bid award, all contractors with contracts of \$100,000 submitted a *Steps to Comply with Section 3* form. At the conclusion of the project, a Section 3 Summary Report was prepared, and included the city, PAC and all construction contracts over \$100,000.

- **Acquisition**

NO ICDBG funds were used for acquisition.

- **Civil Rights**

In demonstration of their commitment to Civil Rights compliance the City of Coeur d'Alene has adopted and published the following resolutions:

Grievance Procedure Policy	11/18/2003
City Excessive Force Policy	04/06/2004

- **Fair Housing**

In demonstration of their commitment to Fair Housing compliance, the City of Coeur d'Alene has adopted and published the following resolutions:

Fair Housing Resolution	11/18/2003
Residential Anti-Displacement and Relocation Assistance Plan	11/18/2003
Low Income Housing Resolution	12/02/2003
Analysis of Impediments & Action Plan	04/27/2006

- **ADA/504**

The City's Human Resource Director, Pam MacDonald, has been designated the responsible employee for problems arising under Section 204 of the American with Disabilities Act. The City adopted and published a Policy Regarding Nondiscrimination on the Basis of Disability in December 3, 2003. A committee was established to conduct an Analysis of Impediments and develop a Transition Plan to ensure the City is in compliance with all requirements under ADA/504. In addition to the work done by the committee members, City staff visited every property owned by the City, to conduct compliance checks, and create a photographic record. The city instituted some immediate changes, even prior to formal adoption of the plan, for example: any time a "port-a-potty" is needed at a city property; the first unit installed will be handicap accessible. The city has also established a sidewalk committee, to assess and recommend improvements for all sidewalks in the city limits. The City will provide on-going training to employees regarding Fair Housing and ADA/504 issues, and will review and update the plans on a regular basis.

Construction Project Benefits

A. Project Accomplishments

1. **Proposed Benefits** *(taken from the benefit page of the application)*

ICDBG investment in this project will alleviate congestion and safety hazards, meet economic development needs that benefit LMI persons, and assist in improving community infrastructure to stimulate economic growth, thereby improving the quality of life for the citizens of the City of Coeur d'Alene.

2. **Accomplished Benefits** *(Explain how the proposed benefits were achieved. If the proposed benefits were not met, explain why.)*

Costco's participation in this project far exceeded expectations. As of June 25, 2004 the store had hired 110 local persons, 67 of whom were LMI. Verification of the numbers in December 2005, showed an increase in hiring. The improvements to 4th Street, have created safe walkways for school children and adults, and easier access to Costco and the two new shopping areas which have since been built on the south side of Neider Avenue.

3. **Numerical Benefits** *(Select the grid that matches your project. Provide a written explanation below the grid if the actual number served falls short of what was proposed in the application.)*

Public Facility, Downtown, ED

	AMOUNT IN APPLICATION (LINEAR FEET, SIZE OR NUMBERS)	ACTUAL ACCOMPLISHED (LINEAR FEET, SIZE OR NUMBERS)
Distribution/Collection Lines	1,000 LF	1,300 LF
Service Connections	2	53
Fire Hydrants	7	10
Service Meters	2	35
Reservoir	0	0
LMI Assessments	0	0
LMI Connections	0	0
Street	4,000 LF	4,000 LF
Sidewalk	25,000 SF	30,165 SF
Other		

Housing

	AMOUNT IN APPLICATION	ACTUAL ACCOMPLISHED
Number of Units		
Number of Bedrooms		
Location of Units (addresses or blocks)		

B. National Objectives Met

1. **Proposed National Objective** *(taken from the application)*

Costco has committed to creating at least 50 FTE positions, of which 26 (51%) will be made available to low to moderate-income (LMI) persons.

2. **Actual** *(Explain how the proposed national objective was met. If the proposed national objective was changed, explain why.)*

Costco created 110 FTE positions, prior to the start of the construction element of the project; 67% of the persons hired were LMI.

3. **Numerical** *(If this was a slum and blight project, place a "0" in the LMI box. For ED projects, place job numbers into the LMI boxes.)*

LMI Benefits

Public Facility and Downtown Revitalization Projects

- A. Attach the community profile

Senior Center/Community Center Projects

- A. Attach the senior participation form.

ED Projects

- A. List each position by rate of pay.

Employee List by Hire Date submitted under separate cover, 6/25/2004 and 11/07/2005.

POSITION	NUMBER OF POSITIONS (FTE)	ANNUAL SALARY OR EQUIVALENT	FEMALE (NUMBERS)	MINORITY (NUMBERS)	PHYSICALLY CHALLENGED (NUMBERS)

- B. Describe the benefits (paid vacation, sick leave, training, health insurance, etc.) offered with these positions.

See attached description of benefits.

- C. Describe the recruitment process for the above-mentioned jobs.

Costco worked with the Idaho Department of Labor Job Services during the application process. Job Service screened more than 2,000 applications for the 150 openings at the new store. Approximately 70 full time and 70 part time employees were hired 60 days prior to the store opening, and received training during that period.

Project Schedule

Using the project schedule from the ICDBG contract or latest contract amendment, list each activity with its proposed date of completion and its actual date of completion.

ACTIVITY	CONTRACT DATE	ACTUAL DATE
Grant Writer Solicitation Published		8/25/03
Grant Writer RFP Issued		8/22/03
Grant Writer Ind. Eval. Forms		9/30/03
Grant Writer Summary Evaluation Form		9/30/03
Meeting Minutes on Grant Writer Selection		11/18/03
Grant Writer MBE/WBE Submitted		8/22/03

Grant Writer Contracted		10/31/03
A/E Solicitation Published (all A/E activities)	N/A	N/A
Adopt Anti-Displacement Plan		11/18/03
Publish Anti-Displacement Plan		12/3/03
Legal Services Secured		On-going
National Objective Documentation	12/04	06/04
Reserve Fund Established		On-going
Project Maps Drawn	01/04	03/05
Grant Assistance Agreement Drafted		11/03
Grant Assistance Agreement Executed		12/03
Excessive Force Policy Adopted	02/04	04/04
Environmental Review Officer Appointed		11/03
Historic Preservation Cleared	02/04	03/04
Flood Plain Determined	02/04	03/04
Environmental Review Complete	03/04	03/04
Other Environmental Conditions Reviewed/Permits Obtained	03/04	03/04
FONSI Published	03/04	N/A
Environmental Release	04/04	04/04
Adoption 504 Grievance		11/03
Adoption 504 Policy		11/03
Publication/Notification Combined 504		12/03/03
Establish 504 Review Committee	02/04	04/04
Complete 504 Self Evaluation	08/04	
Complete 504 Transition Plan	08/04	
Establish Fair Housing Committee	02/04	04/04
Adoption of Fair Housing Policy		11/03
Publication of Fair Housing Policy		12/3/03
Fair Housing Assessment Complete	08/04	
GA Approve Bid Docs – Sent to IDC	04/04	5/23/05
Final A/E Design Approved	04/04	04/05
Bids Advertised	04/04	05/05
Opening Bids	05/04	06/05
Debarred Check	05/04	6/14/05
Preconstruction Conference	05/04	7/6/05
Civil Rights Requirements Completed	07/04	07/05
Notice of Bid Award	05/04	6/21/05
Start Construction	06/04	7/26/05
Second Public Hearing	07/04	10/04/05
Construction 50% complete	07/04	09/05
Construction Complete	09/04	12/05
Certificate of Substantial Completion	09/04	02/06
Monitoring visit	07/04	12/05
Final Report	09/04	5/06
Closeout	09/04	5/06

Costco Has Great Benefits

Costco has one of the most competitive benefits packages in the industry. Not only do we provide our employees with a full spectrum of benefits, but employees also may elect coverage for their spouses, children and domestic partners. The company pays a larger percentage of the premiums than do most other retailers, and employee-paid premiums are withheld pre-tax, which means you get to keep more of your hard-earned money.

From safeguarding your health to planning for a secure future, you can put Costco's benefits to work for you.

Benefit-eligibility requirements are as follows:

Hourly employees (full time): Benefit-eligible on the first of the month after working 90 days.

Hourly employees (part time): Benefit-eligible on the first of the month after working 180 days.

Salaried employees: Benefit-eligible on the first of the month after date of hire.

Health Care

Full-time benefit-eligible Costco employees may choose from two different health care options: a managed choice plan and a freedom of choice plan, in which they may choose their own medical services, physicians and facilities. A similar managed choice plan is available for part-time benefit-eligible employees.

WorkLife Program

There is no cost to employees for this phone counseling and referral program. WorkLife provides information on a wide variety of topics to help employees juggle work and home priorities, including child and elder care, legal issues, children, and family concerns.

Dental Care

Full-time benefit-eligible Costco employees may choose from three different dental plans in most U.S. states, ranging from a managed dental plan to a premium dental plan that allows more freedom of choice. Part-time benefit-eligible employees may elect a core dental plan.

Voluntary Short Term Disability

Where disability coverage isn't mandated by their state, all hourly employees who pass their 90-day probation period and are working at least 10 hours a week are automatically enrolled in a short-term disability policy. Short-term disability costs employees just pennies a day and can cover non-work related injuries or illnesses for up to 26 weeks. Weekly short-term disability payments are paid at 60% of average weekly wages (up to a maximum of \$1,000) and are tax free.

Pharmacy Program

Most Costco warehouses have pharmacies in-house, making it easy to pick up prescriptions at work. Benefit-eligible employees' co-payments can be as little as \$5 for generic medications and generally run no more than a 15% co-pay for the most expensive branded drugs. Birth control pills are included.

Long Term Disability

Costco provides long-term disability coverage at no cost for benefit-eligible employees. This policy pays up to 60% of their earnings if they are out past 180 days on a non-workers' compensation leave of absence.

Vision Program

Most Costco warehouses have in-house optical centers, which make it easy to access this benefit. For benefit-eligible employees and covered dependents, the program pays \$45 toward an optical exam

Life Insurance

Generous basic life insurance and accidental death and dismemberment policies are provided at no cost for benefit-eligible

which covers the typical exam performed at Costco. (A contact lens exam runs more.) Generous annual allowances are provided toward the purchase of glasses and contact lenses.

401(k) Plan

All employees except West Coast Union employees: Costco matches employee contributions 50 cents on the dollar for the first \$1,000 each year to a maximum company match of \$500 a year. In addition, once an employee meets the eligibility requirements, the company adds an additional amount to each employee's account every year, which is based on the employee's years of service and eligible earnings.

West Coast Union employees: Costco matches employee contributions 50 cents on the dollar for the first \$500 each year to a maximum company match of \$250 a year. In addition, once an employee meets the eligibility requirements, the company adds an additional amount to each employee's account every year, which is based on straight-time hours worked.

Dependent Care Reimbursement Account

All Costco employees whose families qualify can take advantage of tax savings by enrolling in the dependent care reimbursement plan. This allows you to pay for day care for children under 13, as well as adult day care, with pre-tax dollars and can save you from \$750 to \$2,000 a year.

Employee Assistance Program

This confidential program, which is provided at no cost from the first day of employment, extends to employees and their families the confidential services of professional counselors. Services are designed to address difficulties related to emotional concerns, relationships, substance abuse, and legal and financial concerns while helping people to develop an action plan that offers real solutions to their problems.

employees. Benefit amount is based on years of service and whether employee is full or part time. Employees also may elect to purchase supplemental coverage for themselves, their spouses or children.

Employee Stock Purchase Plan

New employees are immediately eligible to enroll in this plan, which allows them to purchase Costco stock by payroll deduction. Not only does this plan avoid commissions and fees normally associated with the purchase of stock, it's another easy way to save for the future.

Health Care Reimbursement Account

Benefit-eligible employees can arrange to have pre-tax money automatically deducted from their paychecks and placed into a health care reimbursement account. Being able to pay medical and dental bills, including co-pays and deductibles, with pre-tax money can save you money each year.

Long-Term Care Insurance

Designed to pay for nursing home care, Costco provides a basic policy for employees with 10 or more years of service. All benefit-eligible employees may purchase a basic or supplemental policy for themselves, their spouses, or their parents (in-law) or grandparents (in-law).

If actual dates vary from contract dates, explain the difference.

Idaho Transportation Department, in conjunction with the City of Coeur d'Alene began work on Government Way from Appleway to Dalton Avenue, a section of the road that is parallel to the 4th Street project. Additionally, a project was also being done on 15th Street, again covering roughly the same area (north-south) as the 4th Street project. With two of the major north-south arterials impassible, the City determined it was in the best interest of the local residents to delay the 4th Street project until the other two routes were reopened. Because the 4th Street project would expose water and sewer lines, and included substantial paving, the timing was limited to a period from April to November. The Government Way project experienced some delays, resulting in the 4th Street project being scheduled to start after the 4th of July holiday. Once begun, the project continued on schedule, and was completed with plenty of time before the asphalt plant closed for the season.

The other major divergence in schedule was the development of the 504 and Fair Housing Plans. The City created an extremely detailed document. In the process, the city established a new committee, for the sole purpose of assessing and improving sidewalks with the city. All documents, such as the 504 Transition Plan must go through a formal process, including review by the City's legal staff, and formal adoption at a Council Meeting. The development of these plans required more time than anticipated in the grant application, but the result is arguably the most complete, comprehensive and practical document of its kind.

CERTIFICATION:

I, the undersigned, do hereby certify that the information contained in this report is true and correct and accurately reflects the accomplishments of the grant project.

Signature of Chief Elected Official

Title

Date

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 24th, 2006
FROM: Jim Markley, Water Superintendent
SUBJECT: Northeast Pressure Enhancement Project: Approval of plans & specs and authorization to bid.

=====

ACTION REQUIRED:

Staff requests a Committee recommendation to approve the plans and specs for the new water main and PRV stations in the northeast quadrant and to authorize Staff to solicit bids for construction.

BACKGROUND:

A high priority issue of the Council is to improve the water pressure in the northeast part of the system. This project will enable us to meet that goal. In the early stages of the project we investigated several options including localized boosters with and without storage tanks, simply connecting this small area to the rest of the high pressure zone, including elevated storage, and significantly expanding the upper zone to include this area. The options were brought to the Committee and the decision was made to expand the upper zone boundary through a main extension. This not only enhances the pressure in the NE area where pressures are lowest but improves pressures and fire flows in adjacent parts of the system.

DISCUSSION:

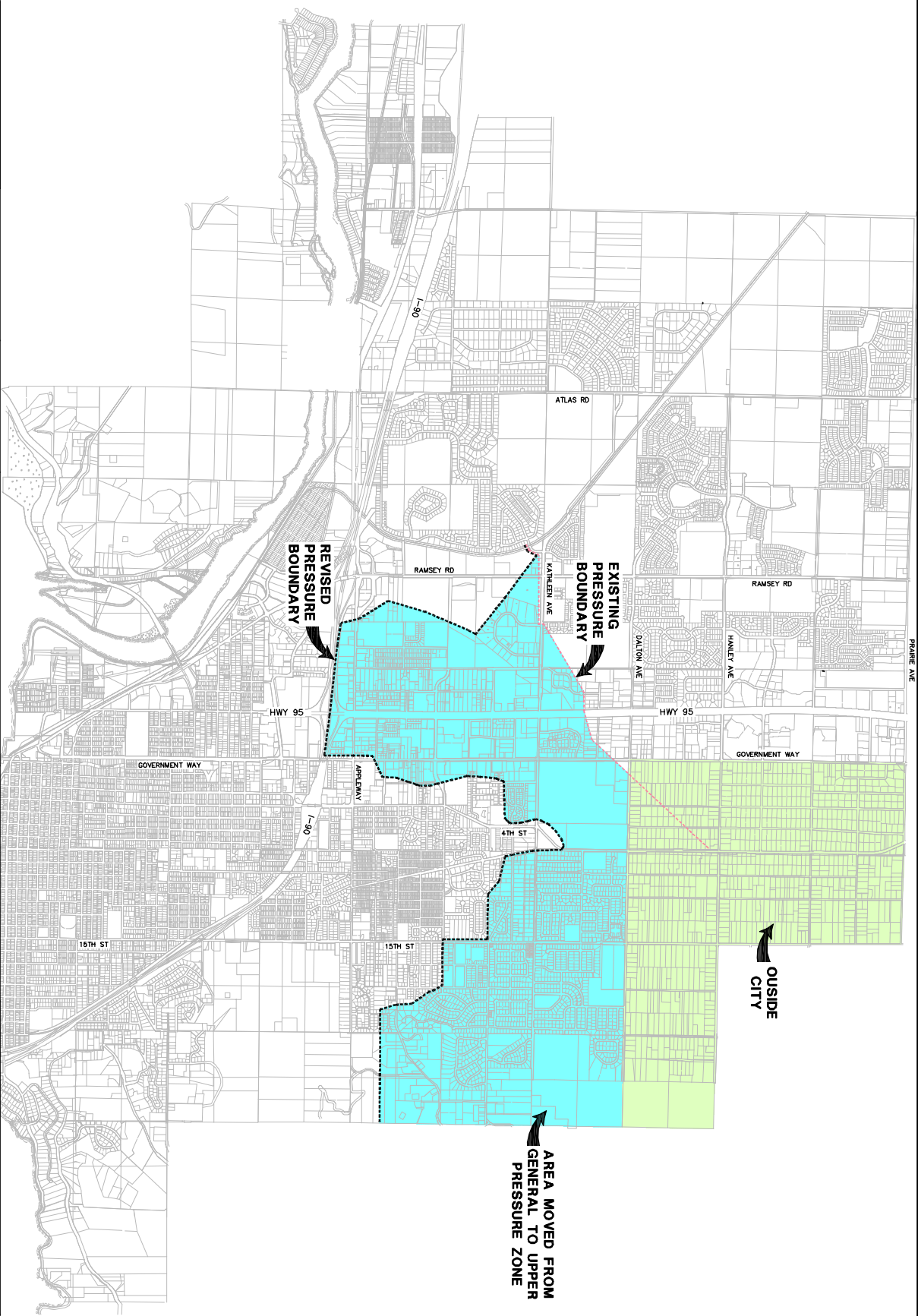
The plans include a water main extension as shown on Attachment #1. Also part of the project are several pressure reducing valves (PRV's). PRV's allow water to flow from the upper zone to the general zone if pressures drop significantly on the lower side. When the project is complete, most of the area north of Appleway will see an increase in their pressure of approximately 30 pounds. Changes in the boundary between the Upper Zone and the General Pressure Zone are shown in Attachment #2. . The plans are 95% complete. The unfinished portion is the route through the fairgrounds and school district properties. These are currently being negotiated. We have an alternate route should we be unsuccessful in the negotiations. The route will be finalized before the project is advertised.

FISCAL ANALYSIS:

The project is budgeted and will be funded through the water capital fund.

RECOMMENDATION:

Staff requests a recommendation to approve the specs and authorize advertising for bids.



WELCH COOPER & ASSOCIATES, INC.
ENGINEERS SURVEYORS
 1828 Lincoln Way, Coeur d'Alene, Idaho 83814
 Phone (208) 864-8822 Fax (208) 864-8846

THIS DOCUMENT AND DEGS AND DEGS ARE THE PROPERTY OF WELCH COOPER & ASSOCIATES, INC. AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OF WELCH COOPER & ASSOCIATES, INC.
 © 2006 WELCH COOPER & ASSOCIATES, INC.

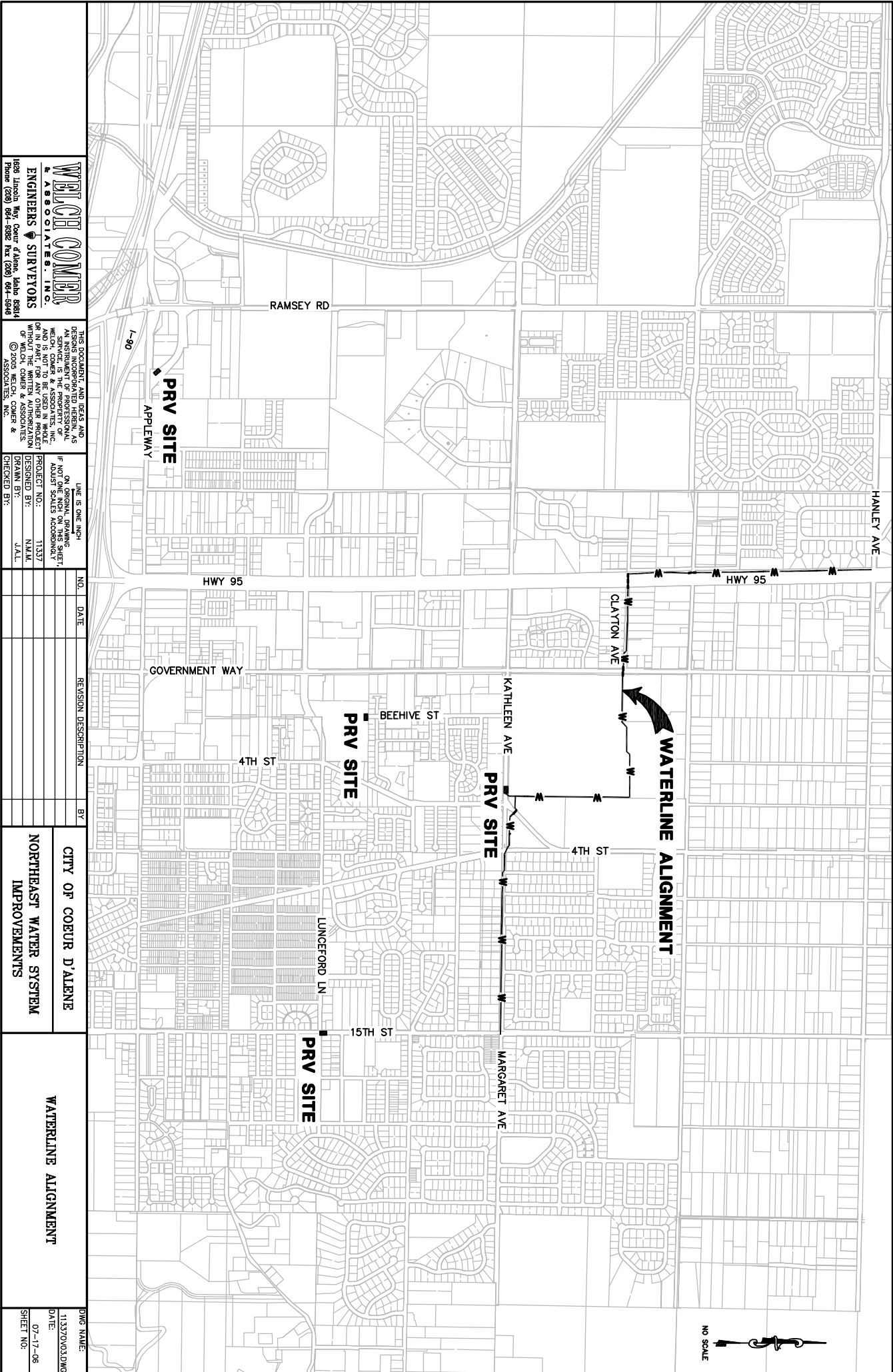
LINE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 PROJECT NO.: 11337
 DESIGNED BY: N.M.
 DRAWN BY: J.A.L.
 CHECKED BY:

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF COEUR D'ALENE
 NORTHEAST WATER SYSTEM
 IMPROVEMENTS

PRESSURE ZONE BOUNDARY

DWG NAME: 11337P.03.DWG
 DATE: 07-17-06
 SHEET NO:



WELCH COOPER & ASSOCIATES, INC.
ENGINEERS & SURVEYORS
 1828 Lincoln Way, Coeur d'Alene, Idaho 83814
 Phone (208) 864-5822 Fax (208) 864-5844

THIS DOCUMENT AND DEFS AND INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF WELCH COOPER & ASSOCIATES, INC. AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF WELCH COOPER & ASSOCIATES, INC.
 © 2005 WELCH, COOPER & ASSOCIATES, INC.

LINE IS ONE INCH ON ORIGINAL PAVING IF NOT ONE INCH ON THIS SHEET. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 PROJECT NO.: 11337
 DESIGNED BY: N.M.M.
 DRAWN BY: J.A.L.
 CHECKED BY:

NO.	DATE	REVISION DESCRIPTION	BY

CITY OF COEUR D'ALENE
NORTHEAST WATER SYSTEM IMPROVEMENTS

WATERLINE ALIGNMENT
 DWG NAME: 1133703.DWG
 DATE: 07-17-06
 SHEET NO:

TO: Jon Ingalls
Deputy City Administrator

FROM: Wendy Carpenter
Chief of Police

SUBJECT: Request to Institute a Traffic Education School

DATE: July 19, 2006

Decision Point: Authorization to institute a Traffic School designed to educate the motoring public. If supported, the Coeur d'Alene Police Department would offer a traffic school to traffic law violators. The curriculum would be designed to better educate the drivers about State and local traffic laws, aggressive driving, and the danger it causes, as well as inattentive driving, driving while intoxicated and how to drive defensively.

History: This is a new program that has not been offered by the Coeur d'Alene Police Department. Currently, in our local area, Post Falls Police Department is the only agency offering this type of public education. Sandpoint Police is in the process of instituting its own program.

Financial Analysis: There is an expense to the Police Department to host a Traffic School like the one being proposed. The costs would reflect the expenses associated with the instructor's time preparing and teaching the curriculum, as well as driver's manuals and handouts. There would also be some expense to maintaining the training room (lights, heat, cleaning), not to mention restroom facilities. The expenses could be offset by a portion of the registration fee. It is currently suggested that the registration fee be \$75.00. Although the Traffic Safety School will cost money, the cost will be offset because of the following:

1. Officers will not have to show up and be paid for infraction court trials, which are often resolved at the time of trial.
2. The City Attorney's Office, Criminal Division, will not have to order records, set up files, and spend attorney time for infraction pre-trials and trials (unless a person fails to appear for traffic school).

Quality of Life Analysis: Due to our changing environment, the community we serve expects its Police Department to be managed as efficiently as possible. The Coeur d'Alene Police believe a traffic school is another opportunity to show our community we care about the safety and well being of our motoring public. The traffic school is not meant to be a penalty but rather a means to re-educate traffic law violators and reduce the number of injury and non-injury accidents within our City.

Decision Point: Authorization to institute a traffic school, hosted by the Coeur d'Alene Police, designed to better educate traffic law violators.

Wendy Carpenter

Chief of Police

OTHER BUSINESS

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 1st day of August, 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 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 18th 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 the 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. In addition, the slip will be in reasonable proximity to a designated emergency vehicle parking area acceptable to both parties. 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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 18th day of June, 2006, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2006, before me, a Notary Public, personally appeared **John R. Barlow**, known or identified to me to be the Secretary of Hagadone Hospitality Co., the managing member of Marina Yacht Club, L.L.C., and the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such 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.

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission Expires:

**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.,

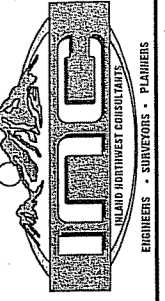
Thence, N01°40'31"E a distance of 147.49 feet to a point on the Easterly right-of-way line of US Highway 95, said point being monumented by an iron rod, 5/8 in. diam., with a plastic cap marked INC PLS 9367;

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

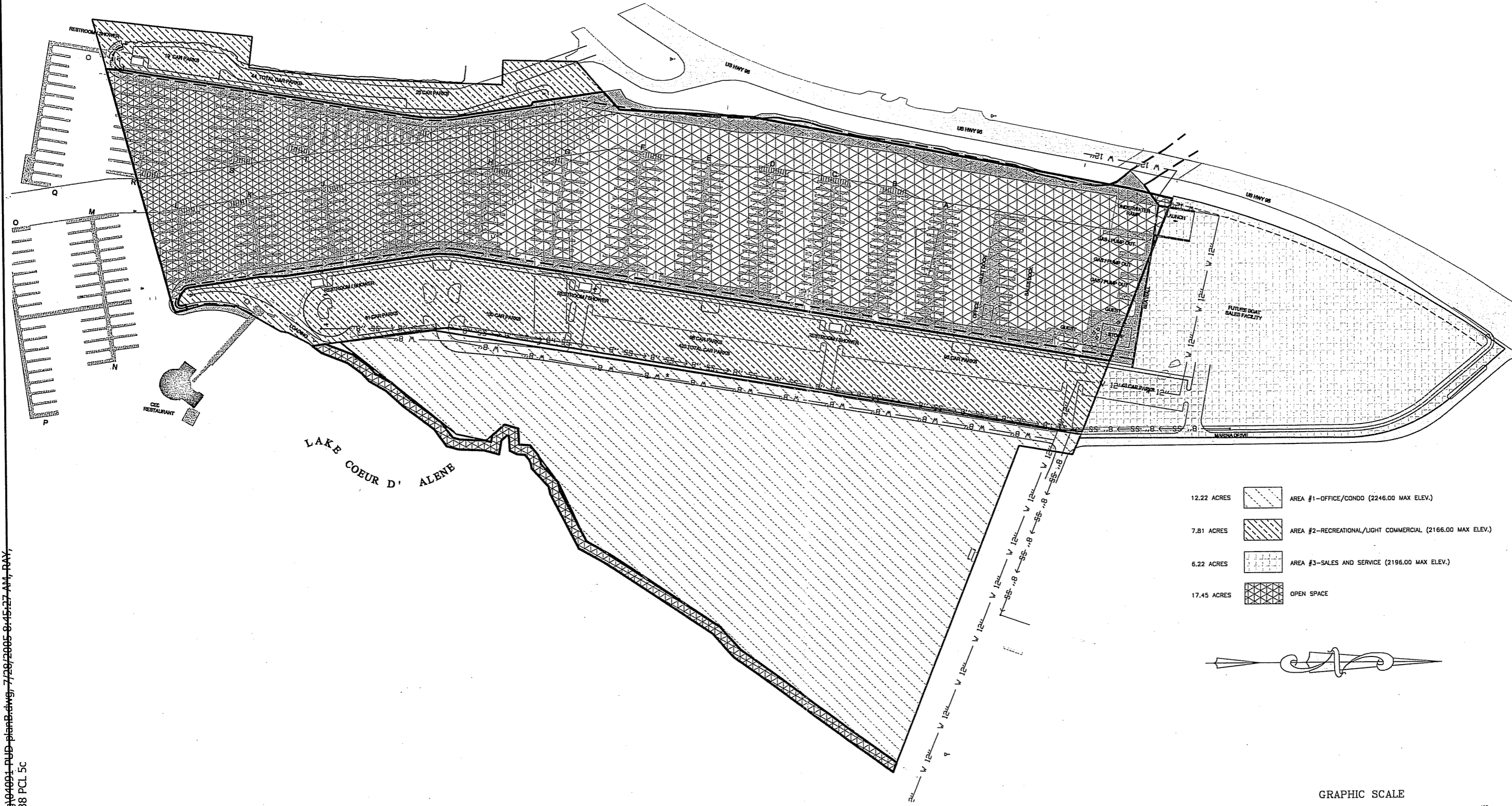
- 1) N49°14'43"E a distance of 130.18 feet to a point;
- 2) N03°41'15"E a distance of 268.93 feet to a found right-of-way monument being a Brass Cap, 2 1/2 ins. diam., marked station 13+81.45 84.5RT;
- 3) N11°08'04"E a distance of 414.50 feet to a point;
- 4) N11°08'04"E a distance of 215.09 feet to 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.

BLACKWELL LIMITED DESIGN PUD EXHIBIT

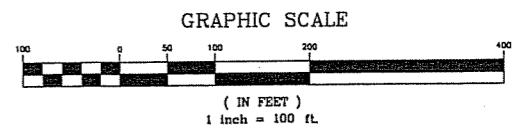
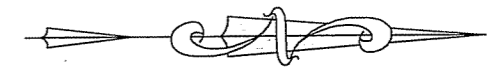


1296 Polson Ave., Ste. B
 Post Falls, Idaho 83854
 PHONE (208) 775-3370
 FAX (208) 777-2128
 www.blackwelldesign.com



LAKE COEUR D' ALENE

- 12.22 ACRES AREA #1—OFFICE/CONDO (2246.00 MAX ELEV.)
- 7.81 ACRES AREA #2—RECREATIONAL/LIGHT COMMERCIAL (2166.00 MAX ELEV.)
- 6.22 ACRES AREA #3—SALES AND SERVICE (2196.00 MAX ELEV.)
- 17.45 ACRES OPEN SPACE



BLACKWELL PUD EXHIBIT
 CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

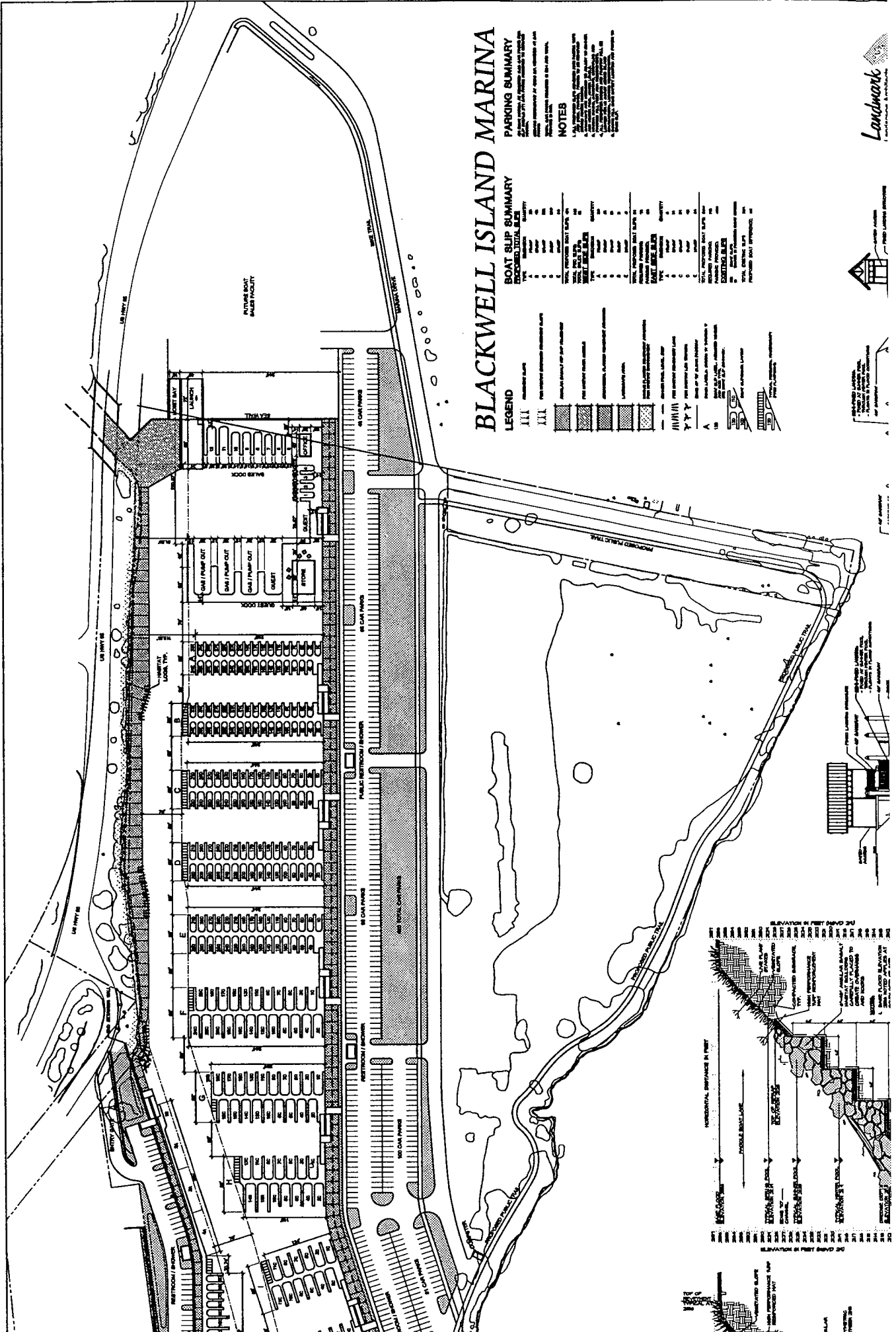
MARK	DATE	DESCRIPTION

ISSUE DATE: 04/08/05
 DRAWN BY: SLS
 CHECKED BY:
 DWG FILE: 04091-PUD
 PROJ. # PFO4091

SHEET TITLE:
 EXHIBIT

CAP: PFO4091.dwg, 04/08/05 11:40:00 AM, RAY, Gestetner DSC338 PCL 5c

CALL BEFORE YOU DIG
 1-800-423-4950



BLACKWELL ISLAND MARINA

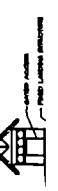
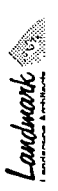
BOAT SLIP SUMMARY

EXCEEDED TOTAL SLIP

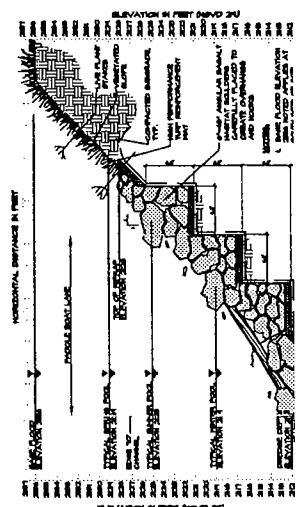
NOTES

TYPE	QUANTITY	TOTAL
10' x 30'	10	10
12' x 30'	10	10
14' x 30'	10	10
16' x 30'	10	10
18' x 30'	10	10
20' x 30'	10	10
22' x 30'	10	10
24' x 30'	10	10
26' x 30'	10	10
28' x 30'	10	10
30' x 30'	10	10
32' x 30'	10	10
34' x 30'	10	10
36' x 30'	10	10
38' x 30'	10	10
40' x 30'	10	10
42' x 30'	10	10
44' x 30'	10	10
46' x 30'	10	10
48' x 30'	10	10
50' x 30'	10	10
52' x 30'	10	10
54' x 30'	10	10
56' x 30'	10	10
58' x 30'	10	10
60' x 30'	10	10
62' x 30'	10	10
64' x 30'	10	10
66' x 30'	10	10
68' x 30'	10	10
70' x 30'	10	10
72' x 30'	10	10
74' x 30'	10	10
76' x 30'	10	10
78' x 30'	10	10
80' x 30'	10	10
82' x 30'	10	10
84' x 30'	10	10
86' x 30'	10	10
88' x 30'	10	10
90' x 30'	10	10
92' x 30'	10	10
94' x 30'	10	10
96' x 30'	10	10
98' x 30'	10	10
100' x 30'	10	10

TYPE	QUANTITY	TOTAL
10' x 30'	10	10
12' x 30'	10	10
14' x 30'	10	10
16' x 30'	10	10
18' x 30'	10	10
20' x 30'	10	10
22' x 30'	10	10
24' x 30'	10	10
26' x 30'	10	10
28' x 30'	10	10
30' x 30'	10	10
32' x 30'	10	10
34' x 30'	10	10
36' x 30'	10	10
38' x 30'	10	10
40' x 30'	10	10
42' x 30'	10	10
44' x 30'	10	10
46' x 30'	10	10
48' x 30'	10	10
50' x 30'	10	10
52' x 30'	10	10
54' x 30'	10	10
56' x 30'	10	10
58' x 30'	10	10
60' x 30'	10	10
62' x 30'	10	10
64' x 30'	10	10
66' x 30'	10	10
68' x 30'	10	10
70' x 30'	10	10
72' x 30'	10	10
74' x 30'	10	10
76' x 30'	10	10
78' x 30'	10	10
80' x 30'	10	10
82' x 30'	10	10
84' x 30'	10	10
86' x 30'	10	10
88' x 30'	10	10
90' x 30'	10	10
92' x 30'	10	10
94' x 30'	10	10
96' x 30'	10	10
98' x 30'	10	10
100' x 30'	10	10



NOTES



COUNCIL BILL NO.
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING UNDEVELOPED RIGHT-OF-WAY IN THE WOODLAND ESTATES SUBDIVISION, RECORDED IN BOOK "F" OF PLATS, PAGE 291/291A, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; GENERALLY DESCRIBED AS THAT THIRTY FOOT (30') WIDE STRIP ADJOINING THE WESTERLY BOUNDARY OF LOT 17, BLOCK 1 OF SAID WOODLAND ESTATES SUBDIVISION; 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.

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 street right-of-way be vacated; NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

The undeveloped right-of-way adjoining the westerly boundary of Lot 17, Block 1, from said plat of Woodland Estates, more particularly described as follows:

Commencing at the northwest corner of Lot 17, Block 1 of said plat of Woodland Estates; thence, South 1°07'10" East, 80.36' to a point of curvature; thence, around a curve to the left, said curve having a radius of 15.0', a central angle of 88°35'31", an arc distance of 23.24', a chord bearing of South 44°35'04" East, a chord distance of 20.98' to a cusp; thence, North 89°42'42" West, 44.64' to a point on the center west 1/16 line; thence along said line, North 1°07'11" West, 95.0' to a point; thence, South 89°43'12" East, 30.0' to the point of beginning.

be and the same is hereby vacated.

SECTION 2. That said vacated right-of-way shall revert to the adjoining property owner to the east.

SECTION 3. That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

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

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 by the Mayor this 1st day of August, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-06-2 RIGHT-OF-WAY VACATION IN WOODLANDER ESTATES SUBDIVISION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of undeveloped right-of-way from the plat of Woodland Estates.

Such right-of-way is more particularly described as follows:

The undeveloped right-of-way adjoining the westerly boundary of Lot 17, Block 1, from the plat of Woodland Estates, recorded in Book "F" of Plats, Page 291/291A, records of Kootenai County, Idaho, in the Southwest Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, more particularly described as follows:

Commencing at the northwest corner of Lot 17, Block 1 of said plat of Woodland Estates; thence, South 1°07'10" East, 80.36' to a point of curvature; thence, around a curve to the left, said curve having a radius of 15.0', a central angle of 88°35'31", an arc distance of 23.24', a chord bearing of South 44°35'04" East, a chord distance of 20.98' to a cusp; thence, North 89°42'42" West, 44.64' to a point on the center west 1/16 line; thence along said line, North 1°07'11" West, 95.0' to a point; thence, South 89°43'12" East, 30.0' to the point of beginning.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that 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 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-06-2 RIGHT-OF-WAY VACATION IN WOODLANDER ESTATES 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 1st day of August, 2006.

Warren J. Wilson, Deputy City Attorney