

Coeur d'Alene

CITY COUNCIL MEETING

August 7, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
JULY 17, 2007**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall July 17, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Deanna Goodlander) Members of Council Absent

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

INVOCATION was led by Pastor Ron Hunter, Church of the Nazarene.

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

PRESENTATION: "Riverstone Parkland Transfer": Doug Eastwood, Parks Director, made a presentation regarding the transfer of the newly completed Riverstone Park. The park will be dedicated to the City of Coeur d'Alene in about 48 hours (July 19th). Mr. Eastwood mentioned that there has been discussion regarding allowing for alcohol to be served in the Riverstone park during certain events such as weddings, and that the Riverstone Park is where they are receiving most of their requests for weddings, with one currently being scheduled for September. Mr. Eastwood further commented that the park will be open to the public on Friday and has been two years in the making.

Dave Tomson, Riverstone Development Manager with SRM Development, presented a rendering of the Riverstone Park and a recommendation that Riverstone donate this beautiful park to the City of Coeur d'Alene. Riverstone Park is a 4 acre park, complimented by a 6 acre lake. Due to the combined effort of the city's Building Department and Parks Department, 4.5 million cubic yards of unsuitable material were removed from the site to make it what it is today. The park and lake are easily accessible to all the residents of Coeur d'Alene and would not have been possible without assistance from the Lake City Development Corporation and tax increment financing. Amenities include an amphitheatre, six acre lake, a stream that feeds into the lake, a 40' fountain, rocks, jetty, kids play area, Centennial Trailhead, restrooms, parking stalls, BBQ center, and a design theme honoring our history of timber, mining, and railroad.

Councilman Reid stated that she has walked the park and it is absolutely magnificent. She thanked SRM Development for helping to achieve the park and for their dedication of the park to the city.

Councilman Edinger asked if there would be any boating allowed on the lake. Mr. Tomson stated that there are provisions for non-motorized boating, such as canoes, etc.

Mayor Bloem noted that the city would not be picking up the costs for all of the maintenance of the park. Mr. Tomson explained that for the first three years SRM Development will finance a certain amount of the maintenance.

Councilman Hassell commented that he feels that the Riverstone Park is a unique feature for Coeur d'Alene.

Mr. Tomson stated that the partnership that SRM Development had with the City of Coeur d'Alene and its staff was tremendous.

PRESENTATION: “Kroc Community Center Update”: Mike Gridley, City Attorney, updated the Council on the status of the Kroc Community Center. As part of his presentation, he talked about challenges faced to receive this gift and the team that put it together. The opportunity came with quite a challenge – the Ramsey Pit. Mr. Gridley commented that the Ramsey pit was in places 25 – 40 feet deep.

Mr. Gridley introduced the “Kroc Team” members: Chris Beck, of All West Engineering, made sure that all of the material was put in the hole in a manner so that the building would not have any foundation problems. Steve Walker, the project manager on the site, checked to make sure it was all done correctly, and coordinated with Goebel Construction and the subcontractors. Terry Goebel, of Goebel Construction, with 32 years experience, was one of the competitive bidders with the Salvation Army for this project. Keith Dixon, Architects West and Landmark Landscaping, with 18 years of experience; Kevin Jester, Architects West, with 33 years of experience; and Dick Stauffer of Miller-Stauffer Architects, with 29 years experience, completed the team. They have also collaborated with a national architectural firm that is also leading the design of the center.

One of the challenges faced was testing and exploration of the pit. Mr. Walker stated that he came on board with the team in mid-November. The number one challenge in getting the building built was going to be getting the hole filled. The pit had sat vacant for quite a number of years and dumping had taken place. There were three components to the excavation project. First, materials on the site needed to be hauled off. Second, there were probably some materials on site that could be used as structural fill material. They would have to sift through that material and separate it to use on site, if cost effective. Third, structural fill would need to be imported. There was a scarcity of structural fill material in Coeur d'Alene. Mr. Walker's job was to procure the fill dirt. He received many leads from the community, but by mid-December all they had that was concrete

were a number of small donations.

Mr. Walker followed a lead at the airport and met with them on December 21, 2006. He further stated that they have been criticized by people who say they were offered structural fill material from the airport that they could have used on the site. Mr. Walker explained that that was not the case. They were offered boulders that would have had to be crushed. The free material would have cost \$4.00 a yard sitting in place at the airport before it was even hauled to the Kroc site. Hauling it to the Kroc site probably would have added another 5.00/yard. Additional costs incurred at the site would have increased the cost to about \$20.00/cubic yard. The decision was made not to use the airport fill because of the cost.

The city put out a bid to do some exploratory work on the site. They found that the site actually had more dumped material in it than they had originally thought. The city began to hear that perhaps there was a site available for fill dirt at Hawk's Nest. The Hawk's Nest site was an answer to prayer. It was a fantastic site for a number of reasons: First, it was only about 2.5 miles away from the Kroc site which would result in a quick turnaround for trucks. Second, it was connected to the Kroc site by an abandoned railroad. They could keep loads off the street and could also use scrapers. Third, they could get all of the fill material from one site. That meant that there wouldn't be multiple materials of differing quality and no issues of settling, etc. Fourth, they could fill the Hawk's Nest site with materials that were unsuitable for the building site but acceptable for a park.

Mr. Walker stated that he has been involved with construction for 28 years and has been involved in quite a number of large projects. He has never been involved in a project that is as efficient and well run as this project and the city should be very proud of the way its money was spent on this project.

Mr. Chris Beck stated that his firm was charged with making sure that the native soil was trustworthy and that the compaction was done correctly.

Mr. Terry Goebel discussed the decision to contract with ACI. He stated that his construction company had no prior relationship with ACI and the contract method was a tough one. They thought it would be better to do a lump sum contract because there were so many variables, and made the decision that the ACI proposal was the only one that would solve the problem.

Mr. Goebel presented a summary of the project: There were 11,826 scraper loads and 6,500 truck and pup loads to the Kroc site, and 8,982 scraper loads from the Kroc site in 45 days. The total cost of the project was \$2,994,293 with no change orders, and a total cost of material of \$2.71/cubic yard.

Mr. Beck commented that three things will be accomplished with this project: (1) the Kroc Center Construction, (2) an extension of the Centennial Trail, and (3) Hawk's Nest.

Mr. Dick Stauffer answered the question that has been asked about why we couldn't build a four story building and just put it in the hole. He explained that it was decided after discussions that the building needed to be a single level building with one common access. They wanted southern exposure for the recreation pool and main entry, and also wanted to protect the community wing from the noise on Ramsey Road. There was also a need to have a reasonable access off of Golf Course Road. If the building was dropped even with Golf Course Road they would create the minimum amount of fill that was needed but would also create all the site amenities that make this building work. In addition, they would need to be able to drive vehicles around the building at any given time.

Mr. Keith Dickson explained that from a landscape architect's point of view, the siting of the Kroc Center solved two things: (1) a minimum of fill dirt was needed, and (2) it created a site that was very unique. He stated that he is very comfortable with the final design.

Mr. Gridley commented that the team is very proud of the project in that it was completed (1) on time, (2) under budget, and (3) with a perfect safety record.

Councilman Kennedy stated that he would like to take the devil's advocate role and ask a few questions of the team. He asked who would be liable for any future issues with the Kroc Center building. Major John Chamness stated that the Salvation Army will own the site, will own the building, and will be responsible for this project. They will have the responsibility to take care of anything that goes wrong.

Councilman Kennedy asked why a project that was estimated at 1.1 million became a 3 million dollar project. Mr. Gridley stated that his understanding is that the building design increased in size and, in addition, nobody knew what was in hole. They took an optimistic view on quantities and, unfortunately, a lot of the material had to be removed.

Councilman Kennedy asked if ACI, the contractor, got a "sweetheart deal" on the project. Mr. Gridley stated that the numbers show that ACI had to haul more material than they estimated. Their cost for cubic yard to the city is unprecedented and you can't find it anywhere else.

Councilman Kennedy asked how the city was going to fill the hole left in Hawk's Nest and if it is going to come from the city taxpayers' pockets. Mr. Walker stated that the hole is being filled "as we speak." Within the next couple of weeks it will be filled. The refilling of Hawk's Nest was part of the 2.9 million cost for the project.

Mr. Gridley stated that a question has been asked about why the city didn't bid out the contract. He stated that the project was done pursuant to a contract with the Parks Foundation. The people who are on the foundation should be the ones directing how the site is prepared. They came to the council on February 20th and asked that 3 million dollars be given to the Parks Foundation to accomplish this task. They were to pursue a recreational facility for the community that would bring more than 3 million dollars in

benefits back to our city. After the money was transferred the city had no more involvement.

Councilman Kennedy stated that he heard it said that there was no vote. Mr. Gridley confirmed that there was a vote taken on February 20, 2007.

Councilman Kennedy commented that he was in attendance at the meeting at the airport in December and at that time there was great concern about the future of the project and it is amazing that they have gone from that time to now. He further stated that the city will be receiving a 34 million dollar building with a 30 million endowment for the trust fund, 100,000 square feet of pools, sport courts, meeting rooms, amphitheatre, computer rooms, exercise facilities, and parking for Ramsey Park. The only investment was 3 million dollars from the city, which we had promised to do during the grant process.

Mr. Gridley clarified that the city promised to provide a buildable site. He further commented that to build a swimming pool would be 3 Million Dollars at least. To build a parking lot would be about \$250,000.00. He further stated that as far as the Kroc project goes, the city is done – they don't have to put another nickel into it.

Councilman Kennedy stated that he has heard it said that this is not a gift because we had to pay some money for it. He asked about the Salvation Army philosophy on who will be able to use the facility. Major Chamness stated that from the beginning they have indicated that this center will be available to everyone, regardless of their means in life. That is a general practice in the Salvation Army. They have set aside a budget figure that will accommodate a number of families every year who will be able to access this facility at no cost.

Mayor Bloem stated that it has been said that they were asked to raise Six Million Dollars in this community privately before we could break ground. Some people felt that the Three Million Dollar cost for filling the Ramsey Pit was part of the Six Million Dollars. Major Chamness confirmed that Six and One-half Million Dollars have been raised for the facility and that the Three Million Dollars was not a part of the fund-raising effort.

Mayor Bloem asked what percent of the facility is a chapel. Major Chamness responded that the majority of the building is the recreational side and that just a little more than 10% of the total building will be used for the chapel. Mr. Gridley commented that the city's agreement specifically provides that no one will be exposed to religious activities if they don't want it. They will not be proselytized or accosted. If they want to take advantage of the spiritual side, it is there.

Councilman Hassell commented that in the early 80's, the city was looking at remodeling two schools on 7th Street as a community center. The cost at that time was Three Million Dollars.

Mayor Bloem clarified that Three Million Dollars was transferred to remediate the site, but that the Lake City Development Corporation contributed One Million Dollars. Mr.

Gridley stated that LCDC helped the city buy the site originally. The city paid LCDC back when they transferred the property to the Parks Foundation. In exchange for the transfer, the Parks Foundation gave the city the site for the future Landings Park.

Councilman McEvers asked where the Three Million Dollars came from. Mr. Tymesen, Finance Director, responded that the money came from the Fund Balance, which is an accounting term used for money that we have in excess of our budget. It is designed to assist when our cash flows don't meet our expenses. A fund balance is recommended by the Idaho Finance Officers Association and the State of Idaho. Councilman Reid asked if the city is required by its auditors to carry a fund balance. Mr. Tymesen responded that if the city did not carry a fund balance they would not be doing a good job of running this organization and would be written up by its auditors for not having adequate funds to cover expenses. The city would also not have received the rating they received from our investors.

Councilman Reid confirmed that the expenditure for the remediation of the Kroc site would be seen on the records when the budget is amended. Mr. Tymesen stated that the city does an amended budget once a year and, in addition, publishes a quarterly statement in the newspaper. The budget amendment will be approved by the council.

Councilman Hassell stated that a lot of people are confused by the fund balance and likened it to a personal checking account where you hold onto money until the bills come in. Mr. Tymesen responded that during the months of October, November and December, before the property taxes come in, the fund balance is used to cover expenses.

Mr. Gridley stated that if anyone has any questions regarding the Kroc Center, they are welcome to contact him.

PUBLIC COMMENTS:

KROC CENTER: Larry Spencer of Spirit Lake, commented that the Kroc presentation was very informative and that he is not opposed to the Kroc Center. His concern is for the tax payers if the center does not reach its membership goals. According to the Salvation Army site membership fees for a family of four is \$625.00 a year. In North Idaho a lot of people would simply not join instead of asking for financial assistance. He is concerned that the Salvation Army could come back with a request for additional partnering using taxpayer dollars. He also questioned whether the hole really needed to be filled, and why. He also asked for an independent accounting and is asking that the city consider hiring a small independent auditing company to answer questions and assure the public. He also expressed his opinion that the fund balance is money that has been over-collected.

ABANDONED VEHICLE: Roy Wargi, 2022 Coeur d'Alene Avenue, commented that there has been a vehicle between Sherman and Lakeside for several days before a ticket was put on it. The vehicle is heading the wrong direction and is at least 4 feet from the curb. It has no door and no license plate. A ticket was placed on the car for removal

within 48 hours but it has now been over 120 hours. He called the Police Department and was told that these things take quite awhile. He would like the vehicle removed because it is a hazard. Chief Carpenter stated that the vehicle would be removed tomorrow.

Mr. Wargi also stated that he is concerned about safety and the need for more crosswalks at 21st and Coeur d'Alene.

COUNCILMAN EDINGER EXCUSED HIMSELF FROM THE MEETING.

CONSENT CALENDAR: Motion by Reid, seconded by Kennedy, to approve the Consent Calendar as presented, with one correction to the July 2nd minutes correcting the list of attendees and substituting Mike Kennedy's name in for Ben Wolfinger, and including an additional Item #6 on the Consent Calendar.

1. Approval of minutes for June 28, June 29, July 2, July 3, and July 10, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for July 23, 2007 at 4:00 p.m.
3. RESOLUTION 07-050: 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 LETTER OF AGREEMENT WITH CHIPMAN MOVING AND STORAGE COMPANY FOR THE TRANSFER OF LIBRARY FURNISHINGS TO THE NEW LIBRARY; APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH NORTH IDAHO COLLEGE FOR THE USE OF EQUIPMENT FOR CPR AND FIRST AID TRAINING; APPROVAL OF S-6-05 - FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR COEUR D'ALENE PLACE, 16TH ADDITION AND APPROVAL OF AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH JOSEPH HARRISON FOR LOT 10, BLOCK 3 OF NOB HILL.
4. Approval of Bills as Submitted
5. Approval of Cemetery Lot Transfer from John Deitz to Lois Calkins.
6. Approval of Beer/Wine License for Azteca Grill in Riverstone.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN REID - Councilman Reid commented that the city has received its second park this summer that was donated to the citizens of Coeur d'Alene – the Johnson Mill River Park and Riverstone Park. We have also have seen the extension of the trail system with five more miles of trail going northwest. The new library will be opening in 6 to 7 weeks and we will have a 65 Million Dollar Kroc Center. She thanked the citizens of Coeur d'Alene for their support in these endeavors and also thanked the citizens who work on the various city committees.

COUNCILMAN HASSELL – Councilman Hassell stated that they have been planting trees and working on the sprinkler system in the North Pines Park and encouraged the citizens to go out and take a look at it. It will be a big addition to the community.

COUNCILMAN MCEVERS – Councilman McEvers stated that the new Mayor’s show will be starting to air on CDA TV Channel 19. They did a show on Strategic Planning – how the council and staff figure out their priorities. It is an interesting process. At the end of the program there is an announcement that citizens can go to the city web site and ask questions about the budget. The idea is to try and get some input from citizens.

COUNCILMAN KENNEDY – Councilman Kennedy thanked the contractors who have worked on the Ramsey Road project and stated that the project was well done.

MOTION: Motion by Kennedy, seconded by Hassell, to appoint Les Garretson to the Jewett House Advisory Board, Rolly Jurgens and Shelly Servick to the Parking Commission, and Peter Luttrupp to the Planning Commission.

Motion carried.

RESOLUTION NO. 07-051

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D’ALENE PERSONNEL RULES MANUAL BY AMENDING TO AMEND **RULE 1, SECTION 14, ENTITLED “DEPARTMENT HEADS”** TO UPDATE THE RULES APPLICABLE TO DEPARTMENT HEADS, AND TO AMEND **RULE 1, SECTION 15, ENTITLED “FLSA EXEMPT EMPLOYEES”** TO AMEND SECTION 6 TO BE ENTITLED PROMOTIONAL APPOINTMENTS TO POSITIONS AND TO CLARIFY THE MAXIMUM PAY INCREASE; AND TO AMEND **RULE XXII, ENTITLED “POLICE PAYBACK POLICY”** TO CLARIFY WHAT ITEMS SHALL BE INCLUDED IN THE REIMBURSEMENT AND TO AMEND THE TIME FRAME TO TWO AND A HALF YEARS FROM THE DATE OF HIRE RATHER THAN FROM COMPLETION OF THE FIELD TRAINING PROGRAM, AND TO REMOVE THE SPECIFIC DOLLAR AMOUNT FROM THE RULE AND REQUIRE IT BE INCLUDED IN THE PAYBACK AGREEMENT; ADDITIONALLY, TO AUTHORIZE THE BELOW NOTED AMENDMENTS TO THE CITY’S CLASSIFICATION AND COMPENSATION PLAN.

STAFF REPORT: Renata McLeod, Project Coordinator, presented the staff report. She stated that the Resolution included a couple of housekeeping amendments to the Personnel Rules, and amendments to the sections regarding promotional appointments, department heads, and police pay back policies. There was also one pay classification amendment in the library due to some reorganizations that took place.

MOTION: Motion by Reid, seconded by Kennedy, to adopt Resolution 07-051.

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

PUBLIC HEARING – ZC-8-07 – ZONE CHANGE AT 1401 N. 3RD STREET:

Mayor Bloem read the rules of order for this Quasi-Judicial public hearing. John Stamos, Senior Planner, gave the staff report.

Mr. Stamos gave the location as a 5500 square foot parcel at 1401 N. 3rd Street, on the northwest corner of Walnut and Third Street, and the reason for the request as a zone change from R-12 (residential at 12 units per acre) to NC (Neighborhood Commercial).

Mr. Stamos went on to give the staff analyses for land use, zoning, utilities, and traffic/streets. He reported that on June 10, 2007 the Planning Commission heard the request for a zone change and recommended approval of this request by a 5/0 vote. He noted that 50 notices of this public hearing were mailed to all property owners of record within 300' of the subject property on June 29, 2007, with one response in opposition being received.

Mr. Stamos stated that this is a transition area. Third and 4th Streets are designated as high intensity corridors in the Comprehensive Plan.

PUBLIC COMMENTS:

The applicant, Jeffrey Block, 112 East Hazel Avenue, stated that in his opinion the neighborhood is in transition from residential to commercial due to the traffic and buildings being constructed further north. In the last five years there has been a real change in identity. At a future date he would like to remodel the building into a commercial office building.

MOTION: Motion by McEvers, seconded by Reid, to approve the requested zone change at 1401 N. 3rd Street and to adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman Kennedy stated that the NC zone does restrict the size and the business permitted and that he feels it is an appropriate transition.

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

PUBLIC HEARING – ZC-9-07 – ZONE CHANGE AT 4040 AND 4082 N. PLAYER

DRIVE: Mayor Bloem read the rules of order for this Quasi-Judicial public hearing. John Stamos, Senior Planner, gave the staff report.

Mr. Stamosos gave the location as a 34,456 square foot parcel located on the southeast corner of Player Drive and Lopez, and the reason for the request as a zone change from R-8 (residential at 8 units per acre) to CC (Community Commercial).

Mr. Stamosos went on to give the staff analyses for land use, zoning, utilities, and traffic/streets. He reported that on June 10, 2007 the Planning Commission heard the request for a zone change and recommended approval of a change of zoning to NC (Neighborhood Commercial) by a 3/2 vote. He noted that 58 notices of this public hearing were mailed to all property owners of record within 300' of the subject property on June 29, 2007, with four responses in opposition being received. Written comments were distributed for Council review.

Mr. Stamosos stated that the Comprehensive Plan shows the area as a transition area. The applicant is requesting a Community Commercial zoning. At the planning meeting there was discussion about which zoning was appropriate for this location. Mr. Stamosos explained the differences between the Neighborhood Commercial and Community Commercial zoning designations.

Councilman Kennedy asked which of the two zoning designations would generate the most traffic. Mr. Stamosos responded that if you look at the maximum floor area permitted for the two zones, the Community Commercial zone would probably generate the most traffic; however, it would depend on what the use is.

PUBLIC COMMENTS:

Ray Kimball, 2104 Columbine Court, Post Falls, representing the applicant, mentioned that the staff report stated that the entire block is currently zoned C-17, and thinks that it is a very important statement. It is the start of a little commercial node that fits within the Comprehensive Plan. In regard to the issue of traffic, there are multiple studies where there is a correlation between living/work communities. The studies show that it reduces the traffic as people have a tendency to walk to work. There is a benefit to the neighborhoods and a benefit to the community as a whole.

Mr. Kimball stated that he believes a Community Commercial zoning is more appropriate because the size of the parcels and the restrictions placed upon the Neighborhood Commercial zone will restrict the size of the building.

Dave Pratt, 4041 N. Player Drive, stated that he would like to see the neighborhood stay as it is and would prefer duplexes rather than commercial.

Eva Pratt, 4041 N. Player Drive, did not wish to testify but wanted to go on record as being opposed to the zone request.

Jim Koon, 6200 18th Street, Dalton Gardens, stated that it is their intention to build two small office buildings. The applicant owns the land to the east which is zoned C-17. Other examples in town all seem to work. The Community Commercial zone change

seems natural to them and the Neighborhood Commercial zoning would be difficult for them because of the limits on the hours of operation.

Joe Drobnock, 1817 W. Norman Avenue, stated that he was at the Planning Commission meeting and that he doesn't think the public notices really tell you what is happening. He expressed his concerns regarding traffic on Kathleen, Player, and Lopez, and his belief that the two lots in question are the last buffer between the commercial areas. In addition, Mr. Drobnock stated that there are children that play in that area of Player and that people driving to businesses located on those lots would not be used to the neighborhood and wouldn't be as careful.

Mr. Stamos reminded the Council that in zone change hearings most of the time you don't know the proposed use of the property. That is why you have to look at what is permitted in a zoning district and make a determination in your own mind if it is an appropriate zoning for that location.

Mr. Drobnock stated that he would not be opposed to a recommendation of a Neighborhood Commercial zone.

REBUTTAL: Mr. Kimball stated that with the parking ratios required in the Community Commercial zone, it would not be possible to do a 20,000 square foot building. They feel that the Community Commercial zoning is more appropriate because the ratios allowed fit the actual piece of property better than the Neighborhood Commercial zone.

Mr. Kimball further stated that he lives on a street with a lot of rentals. As is typical with a lot of rentals, maintenance in the front yard is not very nice or is hidden. In today's market we have a strong need for small commercial offices. The landscaping would be nice with treed buffers as required for this type of zoning.

Mr. Stamos explained the floor area ratio requirement of the Community Commercial zone. You would take the size of the lot and multiply the number one by the square feet. That would be the size of the building that you could construct on that site, which would include the basement and all of the floors. He also explained that the parking requirement in both the Neighborhood Commercial and Community Commercial zone is three spaces for every 1,000 square feet of building.

Councilman Reid indicated that it bothers her to have the fronts of those houses be looking at the commercial businesses. Mayor Bloem stated that she felt that it might not be a good thing to keep the zoning at R-8 and have the future homes be abutting the C-17L zoning.

MOTION: Motion by Hassell, seconded by McEvers, to deny the applicant's request for a Community Commercial (CC) zone and direct that staff prepare the findings.

DISCUSSION: Councilman Kennedy indicated that he felt that the slope going down the property would make it a bit of a buffer for the residential area. He further stated that he

didn't know what would be more protective of the neighborhood in that there is an argument that a Neighborhood Commercial zoning, done well, could be a good neighbor. He indicated that he was not sure if he has heard enough public comment on the issue.

Mr. Stamos discussed the notification process in that all property owners within 300 feet are notified 15 days prior to the hearing. In that zoning notification it says zone change from R-8 (Residential at 8 units per acre) to NC (Neighborhood Commercial). Also, there is a sign posted on the property a week prior to the hearing.

ROLL CALL: Hassell, Yes; Kennedy; No; McEvers, No; Reid; No. Motion failed.

MOTION: Motion by Reid, seconded by McEvers, to approve a zone change to NC (Neighborhood Commercial) at 4040 and 4082 N. Player Drive and adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman Kennedy stated that he felt changing the zoning designation to Neighborhood Commercial was a good compromise. Councilman Hassell stated that there are no guarantees as to what the developer will do with the property. Councilman Reid stated that she feels that they have a little bit more control because of the design standards in the two commercial zones.

Mr. Stamos mentioned that in both zoning districts there is an additional protection that says that any other uses that the planning director determines are not in conformance with the purpose and intent of the district can be denied by the planning director.

ROLL CALL: Kennedy; Yes; McEvers, Yes; Reid, Yes; Hassel, No. Motion carried.

PUBLIC HEARING: APPEAL OF A DENIAL OF TREE REMOVAL AT 314 N. 11TH STREET: Mayor Bloem read the rules of order for this Legislative Public Hearing. Karen Haskew, Urban Forester, presented the staff report. She indicated that the applicant is requesting a tree growing underneath the power lines on 11th Street be removed. It is an unusual looking tree because of the pruning. The reasons that the applicant gave is that the tree continues to grow into the power lines and that the growth is causing some sidewalk disturbance. The Urban Forestry Committee reviewed the request and, in general, they found the tree to be in good condition. The planting spot is not sufficiently away from the power lines so that if it was replanted with a tree that was a significant size it would still need to be pruned. Ms. Haskew further explained how the committee goes about making a decision in regard to a request to remove a tree. If the committee does not agree on a decision, they meet together to discuss the issues. If they continue to disagree, Ms. Haskew takes an average of the scores on the forms that the committee members fill out.

PUBLIC COMMENTS:

The applicant, Marvin Kelly, 314 N. 11th Street, stated that he doesn't think anyone's trees on 11th street are growing all over their house. The tree is also starting to heave up

the sidewalk. Mr. Kelly is concerned because the city will not take care of the sidewalk problem but won't let him take down the tree. He can't afford to keep the tree and get it professionally trimmed since he is on a fixed income.

Discussion ensued regarding the cost of pruning a tree. Ms. Haskew stated that Avista does have a program where they come around every five or 6 years and prune the trees under the power lines, but they will not do additional pruning.

Councilman McEvers confirmed that the city no longer puts public trees under power lines that will grow to the size of the ash tree. Ms. Haskew stated that if a tree were planted now it would have to be selected from a list of small stature trees. Councilman McEvers confirmed that a new tree planted under the power line would have to be 25 feet or less at maturity.

MOTION: Motion by Reid, seconded by McEvers, to grant the appeal of a denial of tree removal at 314 N. 11th Street, and allow the applicant to remove the tree as requested.

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

EXECUTIVE SESSION: Motion by Reid, seconded by McEvers, to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; and, SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive Session at 9:46 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of labor negotiations and litigation.

No action was taken and the Council returned to regular session at 10:00 p.m.

ADJOURNMENT: Motion by Kennedy, seconded by Hassell, that there being no further business, this meeting adjourn. Motion carried.

The meeting adjourned at 10:01 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD IN THE COUNCIL CHAMBERS,
JULY 19, 2007**

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council In the Mayor's Office on July 19, 2007 at 12:00 noon, there being present upon roll call the following members:

Sandi Bloem, Mayor

A. J. "Al" Hassell, III)	Members of Council Present
Loren Edinger)	
Dixie Reid)	
Woody McEvers)	
Mike Kennedy	(12:20)	
Deanna Goodlander)	

CALL TO ORDER: Mayor Bloem called the continued meeting to order.

WORKSHOP - POLICE DEPARTMENT ORGANIZATIONAL ASSESSMENT: Steve Kent and April Lee from The Results Group, Ltd. presented an overview of the study completed by his group. Mr. Kent reported the objectives of the study including providing the new Chief with tools and information about the Police Department. The study consisted of several components including statistically valid community survey, facilitated community meetings to be conducted in September and a Team Member opinion survey, and onsite assessment and interviews. The results indicated that there is a strong, high level of support and confidence within the Police Department. The team members' opinion survey resulted in a 66% rating and, one of the highest ratings he has ever seen, an 84% community support rating.

Recommendations for the Police Department were: The City should complete a true Community-Based Strategic Plan for the Police Department; Encourages the Police Department to stay focused on their Mission; recommend that the Police Department be structured for results - not for more ways to spend the people's money; focus on the value that the Police Department adds to the Community; Cascade accountability for results to supervisors and individual employees; Although not unique to organizations - the City does not have a "morale" problem but an attitude problem in the Police Department; Stop yielding, at all, to "C.A.V.E." people and to keep in mind that the City has an 84% community support rating; Improving Police Department's internal communications - up, down, left and right not only internally but externally; Consistently solicit employee input and then act upon that input; Consistently solicit Community input - then act upon that input but more important to following on what was done; Require meaningful, monthly reports of progress toward objectives - internally and externally; upgrade policies and procedures (recommended Lexipol as a resources); Upgrade the training bureau; Restructure the Charge of Organization; Change the staffing algorithm which means basing the number of officers needed on the number of calls for service; Change the

philosophy of organizational structuring; Develop and present actions plants to address community member opinions; Improve interagency collaboration; Improve the Evidence bureau; Improve monitoring of citizen complaints; Focus function commensurate with one's rank; Follow through on community research data; Change the internal culture to a truly customer-focused culture, including community relations training for all employees; restructure the public Information Officer role and position; Implement a comprehensive, systematic, agency-wide marketing plan including a focus on clear, consistent messages; and, Building positive, mutually-beneficial relationships with all local media.

Mr. Kent briefly reviewed the stakeholder survey conducted by Tim Harris and Police Chief Haney, an internal employee agency survey. Overall satisfaction is at 60+ percentile. Focus by department should be in 6 areas: Employees should feel: I understand our agency's direction, I am kept informed of the status of the agency, my job responsibilities are clear to me, my authorities are clear to me, job performance reviews accurately reflect my performance.

April Lee discussed methodology of the survey process which includes: sampling, methodology and sampling error. As a result of the survey, drugs is the most important problem in the City; overall evaluation of Police department was good public service with 84% satisfaction rating by the community; the major area of improvement suggested by the community was more law enforcement presence on the streets; 60% of citizens feel they are informed by Police Department and 42% of the community receive their information from the Coeur d'Alene Press; however, the survey reveals the more informed citizens are the less satisfied with the Police Department they are; Overall the community has a good level of satisfaction for Police Department courtesy to citizens; 40% of the population uses their resources effectively; community survey reveals that the most important job Police Dept. could do is investigating crimes and youth crime prevention programs; Citizen survey revealed that 46% would pay the same amount of money in taxes for the same amount of police and 41% would pay more taxes for more police. The final portion of the survey covered perception of public safety by our citizens which revealed that Coeur d'Alene has the highest rating overall that this consulting firm has ever experienced. Mr. Kent noted that if there is a legacy that has been left by Chief Carpenter is this final rating by the community. Ms. Lee also commended the Mayor, Council and Chief Carpenter to have the courage to have an outside agency go through the level of scrutiny conducted in this survey.

Mr. Kent noted that copies of the report are available for Mayor, City Council, news media and also interested citizens.

MAYOR/COUNCIL COMPENSATION: Councilman Edinger believes that the City is comparable to other Cities. Councilman Hassell noted that cities our size have a full time Mayor; however, does not believe that the City should go to a full time Mayor but the compensation is low compared to other cities. Councilman Reid commented Council compensation is not looked at for several years and feels it is a disservice to the positions held by Council members and believes that the citizens that serve on the Council should be compensated for their time away from their jobs. Councilman Edinger believes that

citizens hold his position for serving their community and not for the compensation and he has never voted for a salary increase. Administrator Gabriel commented that staff can prepare an ordinance that could include a fixed amount for two years that could be computed on the Cost of Living such as an increased based on 3%. Motion by Kennedy seconded by Reid to direct staff to bring back 3 ordinance - one to address 3%, one to address the median salary across the top 7 cities in Idaho excluding Boise and one with staff recommendations and to further include the budget impact by any of these changes. Motion carried, with Edinger voting no.

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

The meeting adjourned at 1:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-052

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 DECLARATION OF CERTAIN COMPUTER HARDWARE AS SURPLUS PROPERTY; APPROVAL OF AN AGREEMENT WITH HDR ENGINEERING FOR THE O&M MANUAL FOR THE WWTP PHASE 4A FACILITIES; APPROVAL OF A LEASE AGREEMENT WITH CRICKET COMMUNICATIONS, INC. FOR SPACE ON THE INDUSTRIAL STANDPIPE AND APPROVAL OF S-4-05 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR BELLERIVE.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Declaration of Certain Computer Hardware as Surplus Property;
- 2) Approval of an Agreement with HDR Engineering for the O&M Manual for the WWTP Phase 4A Facilities;
- 3) Approval of a Lease Agreement with Cricket Communications, Inc. for space on the Industrial Standpipe;
- 4) Approval of S-4-05 Acceptance of Improvements and Maintenance / Warranty Agreement for Bellerive;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 7th day of August, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Date: May 15, 2007
From: Brandon Russell, Database Administrator
RE: Declare old computer hardware as surplus

Decision point:

To declare listed computer hardware as surplus so it can be auctioned off to free up much needed storage space.

History:

This older hardware cannot effectively be re used internally. The listed hardware consists of old mainboards old problematic printers. The mainboards have been replaced with faster technology. The printers are costing more in maintenance then a newer printer is worth. Holding onto this hardware is taking up room in our storage areas.

Financial Analysis:

These items are of little value to the city, and cannot be effectively re-used anywhere within the city.

Performance Analysis:

This old equipment is taking up too much space, and makes it difficult to work efficiently in our areas. Declaring this as surplus will free up storage room.

Quality of Life Analysis:

Declaring these items as surplus will allow for Information Technology to auction off older hardware.

Decision point/recommendation:

Approve the listed hardware as surplus so Information Systems can proceed with public silent auction on city website for a two week period of time. Any remaining surplus will be considered zero value, and disposed of.

Item	Brand	Model	S/N	Asset Tag	Donated to
Monitor 17" CRT	Unknown works	1770	S773ZBC0NNN1	none	
Monitor 21" CRT	KDS works		1092019235	1594	
Monitor 17" CRT	KDS works	VS-71	1745BAA22050625	1975	
	AMD				
Mainboard	K7VMM 256 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM 256 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM NO RAM, NO IO SHEILD		NA	NA	
Mainboard	K7VMM 256 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM NO MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM NO MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM 256 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM 256 MB RAM, NO IO SHEILD		NA	NA	
Mainboard	K7VMM 256 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM 256+128 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM 256+128 MB RAM IO SHEILD		NA	NA	
Mainboard	K7VMM NO RAM, NO IO SHEILD		NA	NA	
Mainboard	K7VMM NO RAM, NO IO SHEILD		NA	NA	
Mainboard	K7VMM 256 MB RAM, NO IO SHEILD		NA	NA	
Mainboard	K7VMM NO RAM, NO IO SHEILD		NA	NA	
Mainboard	L7VMM NO RAM, HAS IO SHIELD		NA	NA	
Mainboard	L7VMM2, HEAT SINK NO RAM, NO IO SHIELD		NA	NA	
Mainboard	L7VMM2, HEAT SINK NO RAM, NO IO SHIELD		NA	NA	
Mainboard	L7VMM NO RAM, HAS IO SHIELD		NA	NA	
Mainboard	L7VMM NO RAM, HAS IO SHIELD		NA	NA	
Mainboard	L7VMM NO RAM, HAS IO SHIELD		NA	NA	
Mainboard	L7VMM 256 RAM, NO IO SHIELD		NA	NA	
Mainboard	L7VMM2 NO RAM, NO IO SHIELD		NA	NA	
Mainboard	K7VMM NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, 256 RAM, IO SHEILD		NA	NA	

Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD POSS BAD		NA	NA	
Mainboard	GA-7VKMP, 256 RAM, IO SHEILD		NA	NA	
Mainboard	GA-7VKMP, 256 RAM, IN IO SHEILD		NA	NA	
Mainboard	MK77MII, NO RAM, IO SHIELD		NA	NA	
Mainboard	GA-7VKMP, NO RAM, NO IO SHEILD		NA	NA	
	Intel				
Mainboard	PIII WITH 512 RAM, NO IO SHEILD		NA	NA	
Mainboard	D865SP, NO RAM, NO IO SHIELD		NA	NA	
Printers					
All in One	Lexmark X85 doesn't work--feed problem	X95	13481847490	1821 & 1948	
Laser	Xerox colored laser works	6100DN	REN163656	2210	
Laser	Xerox colored laser doesn't work	6100DN	REN265311	none	
Laser	HP -- feed problem	1100	USBG006991	1269	
Laser	HP -- dies about once a month	1100	USJC206400	1038	
Laser	HP -- died	1100	usgn030929	2499	

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 19, 2007
FROM: David E. Shults, Capital Program Manager **DES**
SUBJECT: Engineering Agreement for Wastewater e-O&M Manual re: Phase 4A

DECISION POINT:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to develop e-O&M manual content for Phase 4A facilities, for a cost not to exceed \$19,372.

HISTORY:

HDR Engineering is currently engaged in completing an electronic operations and maintenance manual (e-O&M manual) for the recently completed Phase 4B facilities at the wastewater treatment plant. The manual is a custom software program that addresses all new improvements as required by the Department of Environmental Quality as a condition of the loan agreement, and incorporates sections of the utility's old hardcopy manual that apply to existing facilities that were not modified during Phase 4B. Wastewater staff recently recognized that no O&M manual content exists for the improvements that were constructed in previous Phase 4A. O&M manual content is needed for the recycled water system, the chlorination/dechlorination system, the sludge reaeration improvements, and the alum delivery system. City staff requested a proposed agreement from HDR Engineering for the required services, and believes that the attached scope of work and the justification submitted for the proposed cost ceiling is fair and reasonable and reflects the work expected by the City.

FINANCIAL ANALYSIS:

Proposed Development of Phase 4A Manual content	\$19,372
Funding	FY 2006/07 City Financial Plan includes approval of \$30,000 for professional services.

DISCUSSION:

The requested services are needed to complete the development of a comprehensive operation and maintenance manual for the plant that has undergone major modifications and improvements. The requested additional content will also satisfy the requirement for such documentation as a condition of the DEQ funding for the upgrade projects.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed agreement for engineering services with HDR Engineering to develop e-O&M manual content for Phase 4A facilities, for a cost not to exceed \$19,372.

Attachment

AGREEMENT

for

PROFESSIONAL SERVICES

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

**CITY OF COEUR D'ALENE WASTEWATER TREATMENT PLANT
PHASE 4A ELECTRONIC OPERATIONS AND MAINTENANCE MANUAL**

THIS AGREEMENT, made and entered into this 7th day of August, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **HDR ENGINEERING, INC.**, a Nebraska corporation, with its principal place of business at 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City is being asked by the Idaho Department of Environmental Quality to provide an Operations and Maintenance Manual for the Phase 4A improvements to the Wastewater Treatment Plant.

WHEREAS, Consultant has developed an electronic Operations and Maintenance Manual (eO&M Manual) for the Phase 4B improvements to the Wastewater Treatment Plant.

WHEREAS, the City desires services to complete the 4A eO&M Manual.

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the work according to the City's schedule.

NOW THEREFORE, the City and the Consultant agree as follows:

Section 1. Definitions. In this agreement:

A. The term "City" means the City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.

B. The term "Consultant" means HDR Engineering, Inc., 412 E. Parkcenter Blvd., Suite 100, Boise, Idaho 83706.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or his authorized representative.

D. The term "Cost Plus Fixed Fee" shall mean compensation based on Direct Labor times Overhead Multiplier plus reimbursable expenses plus payment of a fixed amount agreed upon in advance, subject to modifications and amendments, for Consultant's services.

E. The term "Reimbursable Expenses" shall mean the actual direct expenses incurred specifically for the Project, other than the Consultant's cost of labor, administrative overhead, and fixed fee, that are identified in Exhibit "A" and are included in the total estimated cost for the scope of work. Reimbursable Expenses will include a 0% markup over Consultant's cost. Such expenses include the cost of transportation and subsistence incidental thereto, toll telephone calls, express mail, facsimiles, reproductions, copies, and operating time for computers and highly specialized equipment. Reimbursable expenses shall also include subconsultant costs which will be allowed a 0% markup over Consultant's cost. The total estimated fixed fee is not to exceed \$1,726 as stated in Exhibit "A". The total estimated expenses shall not be exceeded without prior written approval of the City. The Consultant shall advise the City when 75% of the listed expenses are exceeded.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services. The Consultant shall perform the services described in Exhibit "A," entitled Scope of Services, subject to and consistent with the terms of Exhibit "A," attached hereto and incorporated herein by reference.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

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

Section 5. Time of Performance. The services of the Consultant shall commence upon written "Notice To Proceed" following execution of this agreement and shall be completed by September 28, 2007.

Section 6. Compensation.

A. For Engineering Services as described in Exhibit "A," payment shall be on the basis of Cost Plus Fixed Fee. The Fixed Fee shall be as provided in Exhibit "A." Labor Costs shall be an amount equal to the Direct Labor Cost times a factor of 2.77. Labor rates may be subject to change on an annual basis escalated to an amount equal to the annual rate of inflation only if the Scope of the Work listed in Exhibit "A" is accomplished within the budget and fee established in said exhibit. Reimbursable Expenses incurred in connection with such services shall be in addition to the foregoing compensation.

B. Total compensation for all services and expenses for the term of this Agreement shall not exceed the amount provided in Exhibit "A" without amendment of this Agreement. The amount of compensation shall be subject to renegotiation only if the scope of the services are significantly expanded or modified beyond the tasks identified herein.

C. Consultant is not obligated to continue performance hereunder or otherwise to incur costs in excess of the total estimated fee cited above as Consultant's compensation for all or part of the Project, unless and until the City has notified Consultant in writing that such total estimated fee has been increased and specifying the estimated fee then allocated for the Services to be covered by the Consultant's Compensation.

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

Section 7. Method and Time of Payment. Consultant invoices will be submitted once every month and will be based upon services completed at the time of the billing. Invoices shall reflect the total work performed during the invoice period and shall show the costs incurred as well as a percentage of the total fixed fee. The invoicing of the fixed fee shall correspond to the Consultant's estimate of the work completed. The Consultant shall maintain records documenting all labor and material charges for this project. The Consultant will notify the City when 75% of the total cost is attained and will determine how the remainder of the work will be completed for the remaining cost authorization. Documentation of major expenditures shall be submitted with the monthly invoices. Payment will be made on the 4th Tuesday of the month for invoices that are received and reviewed as being acceptable by the second Tuesday of that month.

Section 8. Termination of Agreement for Cause. If, through any cause within Consultant's reasonable control, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 10. Modifications. The City may, from time to time, require modifications in the general scope of initial basic services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall

take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

C. The Consultant will make efforts to award subconsultant agreements to Minority and Women-owned business (MBE/WBE). Consultant will document efforts to negotiate contracts with MBE/WBE firms.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval by the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, electronic files, or other materials prepared under this agreement. Consultant shall provide copies of such work products to the City upon request.

City may make and retain copies of Documents for information and reference in connection with use on the Project by the City. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant and Consultant's subconsultants. The City shall indemnify and hold harmless the Consultant and Consultant's subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

Section 17. Audits and Inspection. Consultant shall provide access for the City and any duly authorized representatives to any books, documents, papers, and records of the Consultant that are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall retain all records pertinent to the project for three years after final payment and all other pending matters are closed.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from and against any and all damages or liability arising out of the Consultant's wrongful acts or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement and not arising from Consultant's professional services. To this end, Consultant shall maintain general liability insurance in at least the amounts set forth in Section 25A.

B. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from Consultant's negligent performance of this agreement, including but not limited to Consultant's professional services. To this end, Consultant shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 25B.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of two million dollars (\$2,000,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

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

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Sandi Bloem, Mayor

Larry V. Hoffman, Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Name / Title

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 7th day of August, 2007, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of August, 2007, before me, a Notary Public, personally appeared **Larry V. Hoffman**, known to me to be the Vice President, of **HDR Engineering, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for _____
Residing at _____
My Commission Expires:

EXHIBIT A
CITY OF COEUR D'ALENE
WASTEWATER TREATMENT PLANT

Phase 4A Electronic Operations and Maintenance Manual

SCOPE OF SERVICES

Tasks	
1.0	Content Development

Task 1 – Develop the content of an Electronic O&M Manual (eO&M).

Background/Objective:

The electronic O&M Manual (eO&M Manual) for those portions of the treatment plant modified in the Phase 4B construction (Headworks, Influent Pumping Station, Solids Dewatering) is complete.

This scope of work implements eO&M Manual revisions for Phase 4A unit process changes that have not been previously addressed. The Phase 4A unit processes included in this scope of work include the Chlorination/De-chlorination Facility, Plant 3W Water System, Solids Contact Aeration System, and Alum Feed System.

Design and Content of the eO&M

The eO&M manual revisions for the Phase 4A unit processes above will build on the format and style approved by City Staff in the Phase 4B contract, but will not include navigation through the manual via graphical schematics of each unit process. Navigation for these four processes will only be through a hierarchal menu in the left margin. The manual will be developed in a Microsoft Active Server Page (ASP) environment using Internet Explorer as the web page browser. Text and tables will be created in HTML using Cute Editor™ as the user interface software.

Additional items and revisions will be added to the previously delivered eO&M work to assist staff with the proper operation and maintenance of the facility. All process sections will follow the existing eO&M format described in the table below:

SECTION TITLE	CONTENT / PURPOSE
Components	Editable table of major equipment in the process. Used to navigate via hyperlinks to the component child page that provides detailed information about the equipment and/or process.
Component / Equipment Child	Editable table containing hyperlinks to equipment technical manuals and drawings provided by the City in PDF file format.
Overview	A short description of how the process works and its function in overall treatment.
Design Criteria	Table of the equipment capacities and physical characteristics.
Control Descriptions	Section to be provided by the City in Word file format and inserted by HDR.
Procedures	Description of normal start, operation, and shutdown of major equipment as discussed in the workshops.
Safety	Brief description of process related safety issues and hyperlinks to safety policies provided by the City on the eO&M manual server.

The treatment processes to be included in this contract will focus on Phase 4A work. Processes include:

- Solids Contact Aeration
- Chlorination / De-chlorination
- Alum Feed System
- Plant 3W Water System

The existing Secondary Treatment section of the electronic O&M will be revised to reflect modifications made to the solids contact aeration equipment. Tables will be updated to reflect new aeration equipment and aeration equipment general operating procedures will be revised.

For a comprehensive list of topics refer to Appendix B.

Deliverables:

- Progress memorandums and invoices (2 copies).
- 2 Workshops to discuss operation of the Chlorination / De-chlorination, Solids Contact Aeration, 3W Water, and Alum Feed System. The result of this workshop will be used to develop the actual start, normal operation and stop procedures for the equipment contained in each process.
- Workshop/Meeting notes (2 copies).
- Modifications to the City’s electronic O&M Manual.

City Scope of Work

- Provide appropriate staff at workshops to provide review of content and develop procedures.
- Provide City / Plant specific policies, programs, reports templates, and forms agreed to by the City and HDR when requested.
- Provide all Equipment Technical Manuals in PDF format.
- Provide all related shop and construction related drawings.
- Provide HDR access to the eO&M server via remote terminal services.

COMPENSATION SCHEDULE

Wastewater Treatment Facility Planning Amendment

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSES	SUB- CONSULTANTS	FIXED FEE	TOTAL
Task 1 - Develop eO&M Content	\$5,663	\$10,024	\$1,958	\$0	\$1,726	\$19,372
	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$5,663	\$10,024	\$1,958	\$0	\$1,726	\$19,372

MEMORANDUM

DATE: JULY 19, 2007

TO: THE GENERAL SERVICES COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: INDUSTRIAL STANDPIPE LEASE AGREEMENT WITH CRICKET COMMUNICATIONS, INC.

DECISION POINTS:

- To approve the Lease agreement with Cricket Communications, Inc. for space on the industrial standpipe for a wireless antenna and approximately 100 sq. ft. of ground space for cabinetry.

HISTORY: In April of this year, the City received a request from Cricket Communications, Inc. (Cricket) to lease space on top of the Industrial standpipe for a wireless antenna, and ground space for electronic cabinetry. The standpipe currently has spaced lease by T-mobile. I have attached a photograph of the T-mobile antenna's to provide an example of the requested use. Additionally, the City purchased a Perpetual Easement on July 18, 2000 from Roy Armstrong for public utilities, including but not limited to a water storage standpipe. We have a current agreement with Roy Armstrong for T-mobile use. We have been agreement through Mr. Armstrong's attorney to move forward with the Cricket request, while negotiation continues with Mr. Armstrong.

FINANCIAL: The City shall receive a \$1,000.00 option payment upon execution of the agreement with Cricket. Cricket shall pay a monthly lease payment of \$1,000.00 upon commencement of construction. Each annual term thereafter shall increase by 4%.

PERFORMANCE ANALYSIS: Entering into this agreement allows the City to lease space on top of the Industrial Standpipe and allows Cricket to move forward with their project.

DECISION POINT/RECOMMENDATION:

- To approve the Lease agreement with Cricket Communications, Inc. for space on the industrial standpipe for a wireless antenna and approximately 100 sq. ft. of ground space for cabinetry.

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, with a Tax ID# of 82-6000176, having its principal office at 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, (hereinafter referred to as "Landlord") and Cricket Communications, Inc., a Delaware Corporation, having an office at 10307 Pacific Center Court, San Diego, CA 92121 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord has legal right to that certain plot, parcel, or tract of land, together with all rights and privileges arising in connection therewith, located at 4945 Industrial Avenue, City of Coeur d'Alene, Kootenai County, State of Idaho (collectively "Property"). The Property being further identified on the Legal Description of the Property attached hereto as **Exhibit "A"**. Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. OPTION TO LEASE. Landlord hereby grants Tenant the option to lease a portion of the Property consisting of: Ground space for an equipment shelter of approximately 10 x 10 feet (100 square feet); space on the standpipe for attachment of cables and antennas; and such easements as are necessary for the antennas and initial installation as described on attached **Exhibit "B"** (collectively, "Premises").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property with twenty-four (24) hours prior notice to Landlord, as set forth in this agreement under Section 13, entitled "Access," to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively the "Tests"), to

apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises, and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Dollars (\$1,000) upon execution of this Agreement. The Option will be for a term of nine (9) months (the "Option Term") and may not be renewed except by mutual written agreement.

(d) During the Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions. If Tenant does not exercise the Option during the Option Term, or any mutual extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

2. PERMITTED USE. Tenant may use the Premises for the following: (i) transmission and reception of communications signals and (ii) to construct, install, operate, maintain, repair, replace, protect and secure, its radio fixtures and related equipment, cables, accessories and improvements (collectively the "Communication Facility"); and (iii) any activities related to the foregoing. Tenant is entitled to install on the standpipe structure up to nine (9) antennas; a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment, as such location based system may be required by any county, state or federal agency/department; and any other accessories

appropriate to the successful and secure operation of the Communication Facility. The location of the Premises including location of the Antennas are substantially described herein on **Exhibit "B"**. Landlord and Tenant agree that **Exhibit "B"** shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit "B"**. Tenant has the right to make Property improvements, alterations or additions ("Tenant Changes") appropriate for Tenant's use. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, or upgrade the equipment, at any time during the term of this Agreement.

3. **INSTALLATIONS.** (a) Tenant agrees to comply with all applicable governmental laws, rules, statutes, and regulations, relating to its use of the Communications Facility on the Premises. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communications Facility within the Premises-in order to accomplish Tenant's Changes or to insure that Tenant's Communications Facility complies with all applicable federal, state or local laws, rules or regulations. Prior to the initial installation of Tenant's Changes, Tenant will supply Landlord with plans and specifications ("Plans") to be reviewed and approved by the Landlord in writing prior to commencement of Tenant's Changes. After approval, the Plans will be considered incorporated in the Agreement as **Exhibit "B"**. If the Landlord disapproves of the plans then the Tenant will provide the Landlord with revised plans, such revisions to be within Tenant's reasonable discretion. In the event Landlord disapproves of the Plans upon the second (2nd) submission, Tenant may terminate this Agreement with no further liability. Any subsequent changes to the Premises or the Property, the number of antennas, except for the Tenant's changes regarding routine maintenance or substitution of equipment of the same size and shape, will require the same approval process. Landlord will not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided by this Agreement and will return the Plans to Tenant promptly upon request. City will comply with any disclosure required by Idaho Public Records Law. Approval of plans by Landlord does not constitute land use approval.

(b) Tenant agrees to make arrangements with Landlord's representative for access and procedures to be used during the initial installation and construction phase. Tenant agrees to provide a schedule of work covering the time estimated to complete such work, and Landlord agrees to cooperate and to make reasonable accommodations to Tenant for access to the property during the construction period.

4. TERM. (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term and the Extension Term and the Holdover Term are collectively referred to as the Term. ("Term").

5. RENT. (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of One Thousand Dollars (\$1,000.00), plus any applicable tax, to Landlord, at the address set forth above, on or before the 5th day of each calendar month in advance. Rent will be prorated for any partial month.

(b) Beginning with year two (2) of the Term, and each year thereafter, the monthly rent will increase by four percent (4 %) over the previous year's rent.

6. APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord authorizes Tenant to prepare, execute, and file all required applications to obtain Governmental Approvals for Tenant's use under this Agreement and agrees to reasonably assist Tenant with such applications

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 16 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on ninety (90) days written notice for any reason other than (a) or (b) above, or paragraph 9, below, so long as Tenant pays Landlord a termination fee equal to six (6) months rent, at the current rent rate.

(d) by Landlord following the end of Fifteen (15) years, upon one (1) years notice to Tenant, if Landlord plans to develop the Industrial Standpipe Property and such development would require the use of Tenant's leased Premises.

(e) by Landlord upon judicial determination that this Agreement is a violation of Landlord's obligations under state or federal law.

(f) by either party as set forth in paragraph 9 (d).

8. INSURANCE. Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

9. INTERFERENCE. (a) Where there are existing radio frequency user(s) on the Landlord's Property, the Landlord will provide Tenant with a list of all existing user(s) and their contact information. The tenant shall evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Premises as long as the existing radio frequency user(s) operate and continue to operate within their frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may unreasonably affect or interfere with Tenant's Communication Facility. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment in accordance to procedures established in Section 3, entitled "Installation" of this agreement.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, or agents to use, any portion of the Property, which unreasonably interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not

more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

(d) The installation and maintenance of the Communications Facility will not interfere with the Landlord's existing equipment or operations within the Property. In the event Tenant's installations interfere with the Landlord's equipment or operations, Tenant will immediately cease such interference, after notice thereof until it is able to resolve the problem. If the interference cannot be resolved, either party will be entitled to terminate this Agreement and render null and void.

10. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the negligent actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

11. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises, subject to all other terms of this agreement; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

12. ENVIRONMENTAL. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property. Tenant will ensure Department of Environmental Quality (DEQ) approval, if required, is done at Tenant's sole expense.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (1) failure to comply with any environmental or industrial hygiene law, including without

limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

13. ACCESS. (a) At all times throughout the term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four hour, seven day restricted access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Tenant agrees to make the access request to the City Water Department, no less than 24 hours prior to the requested access date and time. If in the Tenants provides less than twenty four (24) hours notice, it is understood that it creates an undue burden to the Landlord, therefore a \$25.00 fee per occurrence will be charged to the Tenant.

(b) Landlord agrees to allow Tenant access to the Premises during ordinary business hours (8:00 a.m. - 5 p.m. Monday through Friday) by notifying the Water Division with twenty-four (24) hours notice for regular maintenance and repairs. Landlord's representative will be present and open the secure area to allow Tenant to maintain and service its equipment. In the event of an emergency, Tenant will notify Landlord's representative (procedures to be determined) to gain access over the Property to the Premises. Tenant agrees to pay Landlord for time required for any such emergency that occurs at the then current rate paid to Landlord's respective employee.

14. REMOVAL. The Tenant shall provide the Landlord with a One Thousand Dollar (\$1,000.00) refundable deposit, which shall be refundable at the time that the Tenant's property has been removed from the premises by the Tenant. All portions of the Communication Facility brought onto the Property by Tenant will be and remains Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Failure of the Tenant to remove its property at the end of the lease term will be deemed a quit claim of the property to the Landlord.

15. MAINTENANCE; UTILITIES. (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) The Landlord reserves the right to perform maintenance on the standpipe water tank, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility, provided Landlord makes best efforts to provide Tenant with sufficient notification of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communications Facility generally, to protect them from damage. Tenant will be permitted to install any type of temporary facility necessary to keep its Communications Facility operational. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. However, Landlord will not be responsible for system outages up to thirty (30)

days resulting from Landlord's need for unusually extensive maintenance and any inability of Landlord to accommodate a relocation of Tenant's antennas to keep them operational.

(c) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

16. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of cure from any moneys owed to Landlord by Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are

prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity.

17. ASSIGNMENT/SUBLEASE. Tenant may not assign this Agreement, in whole or in part, without Landlord's written consent. Notwithstanding the above, Tenant may assign or otherwise transfer in whole or in part this Lease without the approval or consent of Landlord, to Tenant's parents, partners or affiliates,, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization. Provided that such assignee assumes, in full and in writing, the obligations of Tenant under this Lease, Tenant shall automatically be released from all such assigned obligations and liabilities under this Lease. The written assignment notice shall be provided to the Landlord. As to any other parties, this Lease may not be assigned or otherwise transferred in whole or in part without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

18. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

To Landlord: The City of Coeur d'Alene
 710 E. Mullan Avenue
 Coeur d'Alene, ID 83814
 Attn: City Clerk

To Tenant: Cricket Communications, Inc.
 157 S. Howard Street, Suite 606

Spokane, WA 99201

Attn: Vicki St. John, Property Manager

With Copy to: Cricket Communications, Inc.
10307 Pacific Center Court
San Diego, CA 92121

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein. Tenant shall provide the Landlord with a current emergency name and contact phone number.

19. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal, or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord hereby consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

23. MISCELLANEOUS. (a) Amendment; Waiver. This Agreement cannot be amended, modified, or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said city, the City clerk has affixed the seal of said city hereto, and the

Corporation has caused the same to be signed and its seal to be affixed hereto, and the undersigned has caused this Agreement to be executed this 7th day of August, 2007.

LANDLORD

TENANT

The City of Coeur d'Alene
Kootenai County, Idaho

By: _____
Sandi Bloem
Its: Mayor

By: _____
Don Simmons
Its: Western Region Network Director

ATTEST:

By: _____
Susan K. Weathers
Its: City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this 7th day of August, 2007, before me, a Notary Public, personally appeared **SANDI BLOEM** and **SUSAN K. WEATHERS**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss

COUNTY OF SPOKANE)

I CERTIFY that on _____, 2007 **Don Simmons** personally came before me and acknowledged under oath that he is the: **Western Region Network Director of Cricket Communications, Inc.** _____, a Delaware corporation, the corporation named in the attached instrument, was authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

Notary Public in and for the State of ____
Residing at:_____
My Commission Expires:_____

EXHIBIT 1
LEGAL DESCRIPTION

A PARCEL OF LAND, situated in the Northwest Quarter of Section 33, Township 51 North, Range 4 East, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

The East 150.00 feet of the North 150.00 feet of said Northwest Quarter of Section 33. Containing 22,500 square feet (0.516 acres), more or less.



**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2008
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **Bellerive Subdivision: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Bellerive subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Marshall Chesrown
Bellerive Investments, LLC
PO Box 3070
Coeur d'Alene, ID 83816
- b. Location: Between Bellerive Lane and the Spokane River in the Riverstone development.
- c. Previous Action:
 1. Final plat approval of Bellerive (previously Riverwalk), September 2005.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$25,300.00 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. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units. The City maintenance will be required to start after the one (1) year warranty period expires on August 7, 2008.

DECISION POINT RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of August, 2007 between Bellerive Investments, LLC, whose address is PO Box 3070 Coeur d'Alene, ID 83816, with Marshall R. Chesrown, CEO, 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 previously approved the final subdivision plat of Bellerive, a residential/commercial development in Coeur d'Alene consisting of sixteen (16) buildable lots, situated in a portion of Sections 10 and 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" plans entitled "Bellerive Planned Unit Development Site Development Plans – Phase 1", signed and stamped by Robert B. Wright, PE # 8205, J-U-B Engineers, Inc., and, dated July 9, 2007, including but not limited to: sanitary sewer system and appurtenances, sanitary sewer lift station, water system and appurtenances, fire hydrants and services, monumentation and signage, as required under Title 16 of the Coeur d'Alene Municipal Code. The storm water swales and appurtenances, asphalt paving, concrete curb and gutter, concrete sidewalk, and, pedestrian ramps are private facilities, owned and maintained by the homeowners association, and, not a part of this agreement.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Twenty Five Thousand Three Hundred and 00/100 Dollars (\$25,300.00) 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 7th day of August 2008. 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

Bellerive Investments, LLC

Sandi Bloem, Mayor



Marshall R. Chesrown, CEO

ATTEST

Susan Weathers, City Clerk

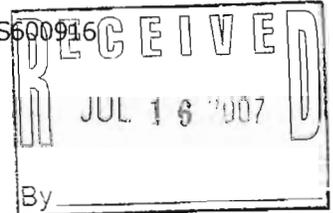


TRADE SERVICES DIVISION, NORTHERN CALIFORNIA
 ONE FRONT STREET, 21ST FLOOR
 SAN FRANCISCO, CALIFORNIA 94111
 Contact Phone: 1(800) 798-2815 (Option 1)
 Email : sftrade@wellsfargo.com

IRREVOCABLE LETTER OF CREDIT

City of Coeur D'Alene
 City Hall
 710 Mullan Avenue
 Coeur D'Alene, ID 83814

Letter of Credit No. NWS600916
 Date: July 13, 2007



Ladies and Gentlemen:

At the request and for the account of Bellerive Investments, LLC, P.O. Box 3070, Coeur D'Alene, ID 83816, we hereby establish our Irrevocable Letter of Credit in your favor in the amount of Twenty Five Thousand Three Hundred United States Dollars (US\$25,300.00) available with us at our above office by payment of your draft(s) drawn on us at sight accompanied by your signed and dated statement worded as follows with the instructions in brackets therein complied with:

"The undersigned, an authorized representative of the City of Coeur D'Alene hereby certifies that the amount drawn under Wells Fargo Bank, N.A. Letter of Credit No. NWS600916 represents funds due to the City of Coeur D'Alene in connection with the Agreement for Maintenance/Warranty of Subdivision Work dated July 13, 2007 between Black Rock Development Inc. and the City of Coeur D'Alene."

This Letter of Credit expires at our above office on August 7, 2008.

Partial and multiple drawings are permitted under this Letter of Credit.

Each draft must be marked "Drawn under Wells Fargo Bank, N.A. Letter of Credit No. NWS600916."

If any instructions accompanying a drawing under this Letter of Credit request that payment is to be made by transfer to an account with us or at another bank, we and/or such other bank may rely on an account number specified in such instructions even if the number specified mistakenly identifies a person or entity different from the intended payee.

This Letter of Credit is subject to the Uniform Customs and Practice For Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and engages us in accordance therewith.

Very truly yours

WELLS FARGO BANK, N.A.

BY:

(AUTHORIZED SIGNATURE)

EISA CHAU
 ASSISTANT VICE PRESIDENT

RESOLUTION NO. 07-053

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 AMENDED BUDGET FOR FISCAL YEAR 2006-2007, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; 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 Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2006:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	191,522	\$ 202,622
Administration-----		484,422	491,132
Finance Department-----		682,937	737,437
Municipal Services-----		1,045,727	1,047,827
Human Resources-----		231,978	241,878
Legal Department-----		1,082,615	1,132,615
Planning Department-----		521,304	576,254
Building Maintenance-----		402,815	
Police Department-----		7,852,908	8,029,574
K.C.J.A. Task Force-----		24,140	59,140
C.O.P.S. Grant-----		154,241	
Byrne Grant-----		77,303	133,425
Fire Department-----		5,209,058	5,233,058
General Government-----		176,631	3,370,826
Growth Services-----		1,197,829	1,383,580
US Streets/Garage-----		2,509,592	2,549,538
Parks Department-----		1,415,136	1,424,636
Recreation Department-----		727,173	874,083
Building Inspection-----		792,578	<u>826,928</u>

TOTAL GENERAL FUND EXPENDITURES: ~~\$24,779,909~~ \$28,871,609

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$	976,374	1,027,299
Impact Fee Fund-----		2,014,920	
Parks Capital Improvements-----		443,259	

Annexation Fee Fund-----	100,000	
Insurance / Risk Management-----	295,500	325,500
Cemetery Fund-----	300,482	
TOTAL SPECIAL FUNDS:	<u>\$ 4,130,535</u>	<u>\$4,211,460</u>
 ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund-----	\$ 505,592	562,592
Water Fund-----	7,291,068	7,801,968
Wastewater Fund-----	10,904,960	11,104,260
Water Cap Fee Fund-----	1,160,000	
WWTP Cap Fees Fund-----	1,293,611	
Sanitation Fund-----	2,806,353	2,969,853
City Parking Fund-----	160,132	180,132
Stormwater Management-----	1,348,468	<u>1,380,468</u>
TOTAL ENTERPRISE EXPENDITURES:	<u>\$25,470,184</u>	<u>\$26,452,884</u>
 TRUST AND AGENCY FUNDS:-----		
	916,688	3,308,688
STREET CAPITAL PROJECTS FUNDS:-----		
	2,883,200	3,081,200
2006 GO BOND CAPITAL PROJECT FUND:-		
	0	9,617,000
DEBT SERVICE FUNDS:-----		
	<u>2,537,634</u>	<u>3,237,634</u>
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$60,718,150</u>	<u>\$78,780,475</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 September 10, 2007 and September 17, 2007.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 18th day of September, 2007 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 amended Budget should or should not be adopted.

DATED this 7th day of August, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____,

to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: JULY 13, 2007
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting set on October 16, 2007 to hear public testimony regarding the 2007 Consolidated 5-year Plan for HUD CDBG funds.

MEMORANDUM

DATE: July 31, 2007
TO: MAYOR/CITY COUNCIL
FROM: Susan Weathers, City Clerk
RE: Setting of Legislative Appeal Hearing

On July 19, 2007, the Noise Abatement Appeals Board held an appeals hearing regarding a citation received by Mr. Tony Serticchio. After hearing all parties involved, the Board upheld the citation.

On July 19, 2007 following the hearing, the City Clerk received an e-mail from Mr. Serticchio requesting that an appeal hearing be set with the City Council.

The City Clerk is recommending that the appeal hearing be set for **September 18, 2007** in order to provide both parties ample time to prepare their case before the City Council.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: July 23, 2007
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: V-07-1, Vacation of a Portion of Excess 8th Street Right-of-Way
in the Keller's Addition to Coeur d'Alene, between Elm Avenue and
the Adjacent Block 2 Alleyway.

DECISION POINT:

The applicants, Matthew & Amie Anderson are requesting the vacation of ten feet (10') of excess r/w along their property frontage (Lot 1, Block 2) on 8th Street.

HISTORY:

The Keller's Addition to CdA (attached) which was platted in 1906, included an eighty foot (80') for 8th Street. A number of the plats that were approved in that period of the early 1900's all had the r/w for 8th Street at eighty feet, however, the plan for that corridor remains a mystery since all of the streets were built to a thirty four foot (34') standard. The roadway section, less the presence of sidewalk, is developed along the subject property, and the constructed roadway within the r/w is 34' wide. The City has previously vacated (1940) a portion of excess r/w of 8th Street to the north of the subject property (8th & Birch).

FINANCIAL ANALYSIS:

There is no cost to the City, and, approximately 1200 sq.ft. would be removed from tax exempt status and added to the County as taxable.

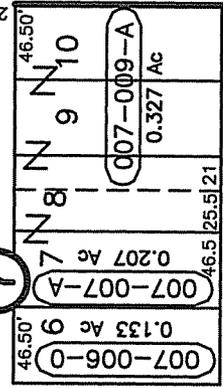
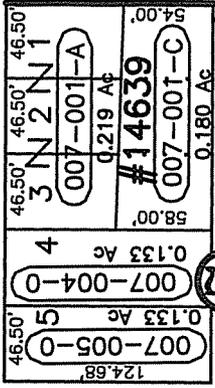
PERFORMANCE ANALYSIS:

The applicant desires to construct a garage on their site, and, vacation of a portion of the adjoining r/w would allow this to happen while still providing for a usable rear yard area. Construction on the subject property would result in the installation of sidewalk on the 8th Street frontage, and, with the vacation there would still be sufficient area to keep it within the r/w.

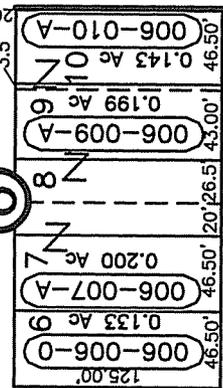
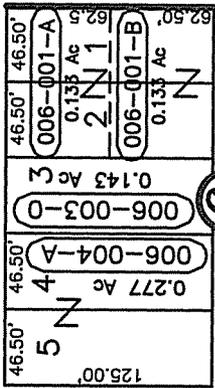
SUMMARY:

Matthew and Amie Anderson are requesting the vacation of ten feet (10') of excess right-of-way along the frontage of their lot on 8th Street. The original platted r/w (Keller's Addition, 1906) contained eighty feet (80') which exceeds the current City standard of sixty feet (60'). Vacation of the requested ten feet (10') would not impact the roadway, and, would still allow for the placement of sidewalk within the r/w when warranted.

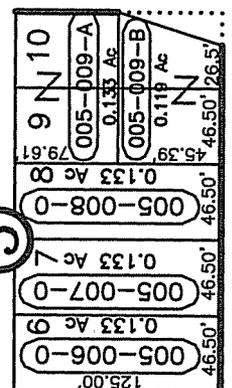
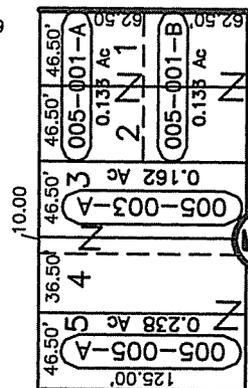
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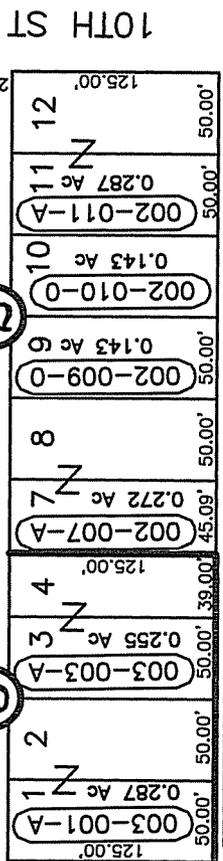
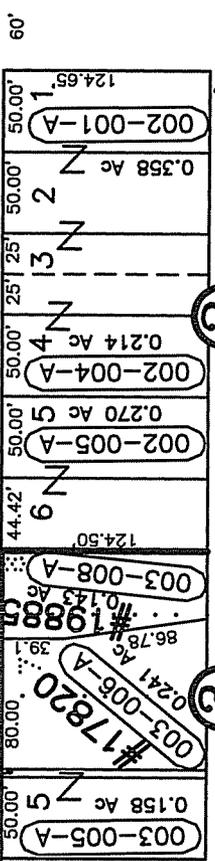
BIRCH AVE 8



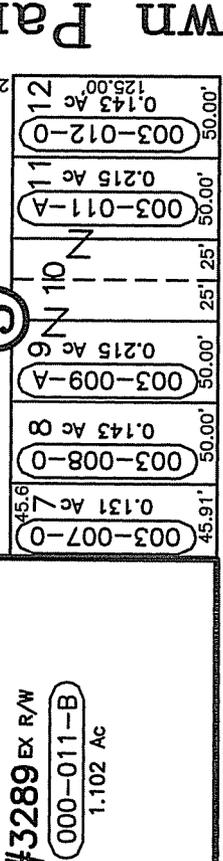
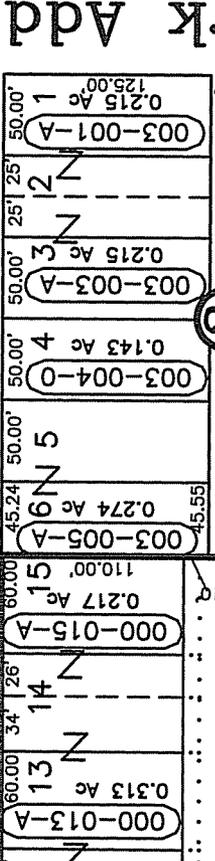
ELM AVE



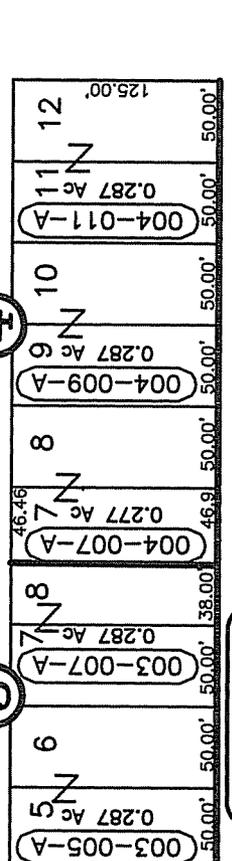
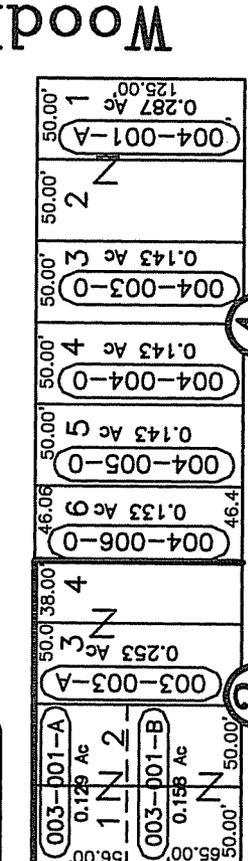
10TH ST



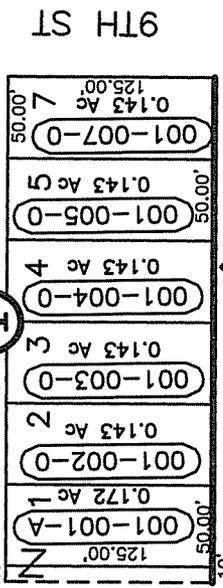
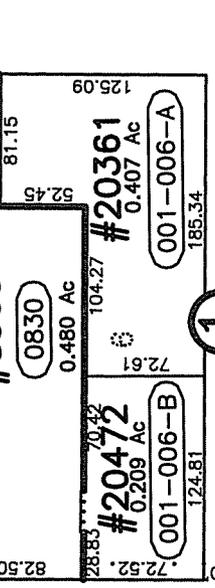
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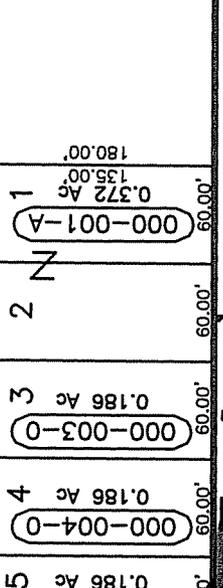
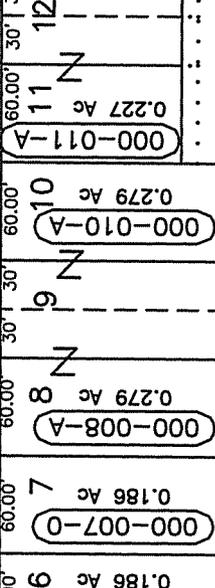
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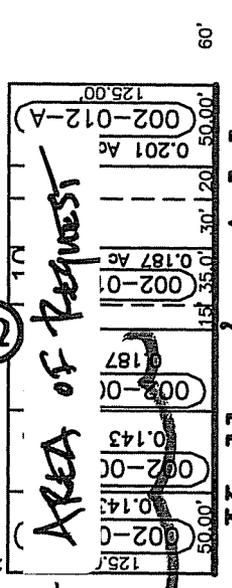
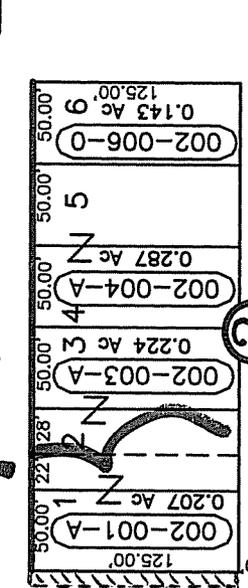
9TH ST



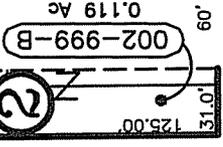
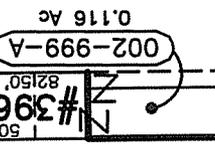
Minnick's Add



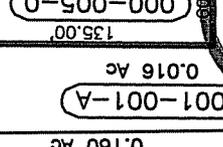
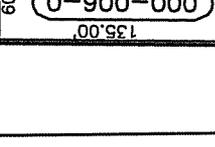
Fraley's Add



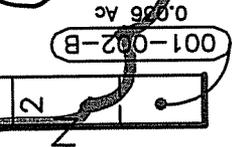
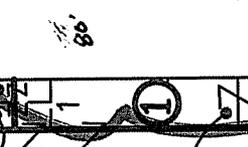
31.0'



60'



60'



AREA of Request

125.00

4

5

2

6

7

17

8TH ST

SETH ST

COVINGTON

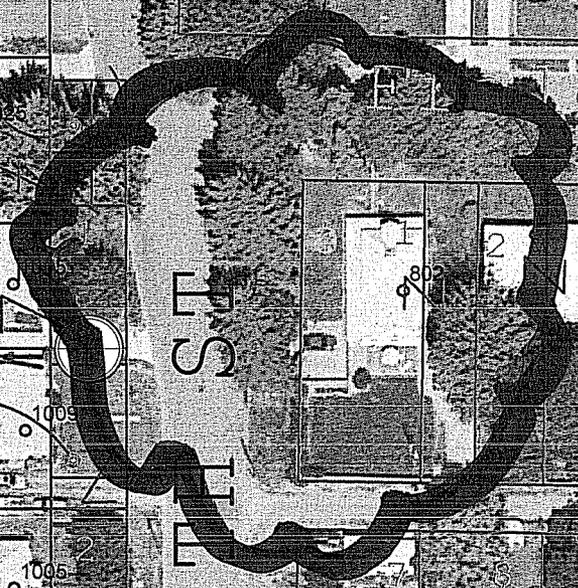
COVINGTON

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1005

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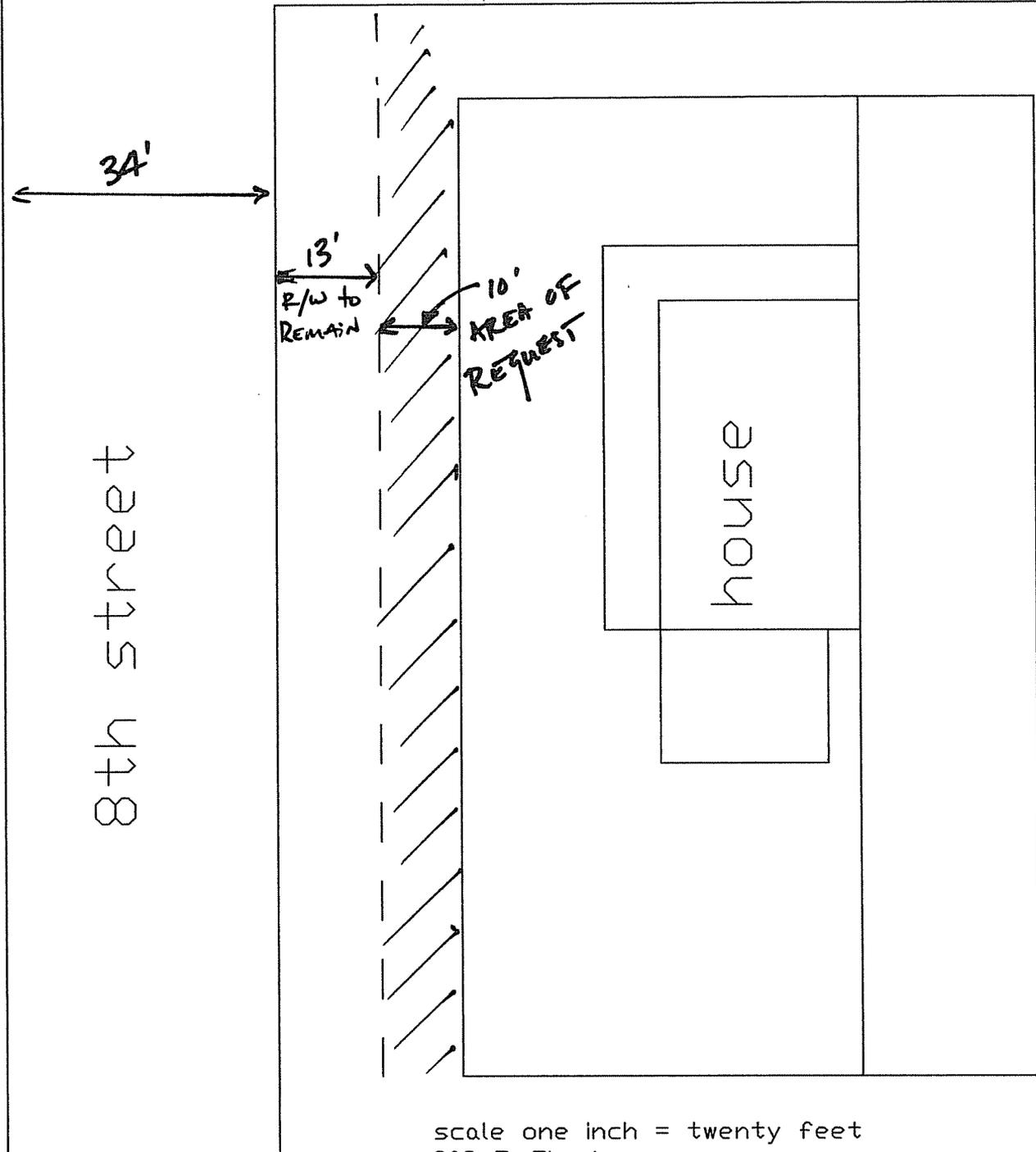
2

3

4



Elm Ave



scale one inch = twenty feet
802 E. Elm Ave.
Matthew M. Anderson

DATE: AUGUST 1, 2007
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 4, 2007

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
PUD-4-07 & S-7-07	Requested Appeal Applicant: Fernan Lake Preservation Location: +/- 7.03 acre parcel between Potlatch Hill Road and Fernan Lake, W. of Armstrong Park subdivision Request: Approval of a Planned Unit Development "Lake Fernan Heights" and a 8-lot preliminary plat "Lake Fernan Heights"	Recommended approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **September 4, 2007**

JS:ss

Kent Butler
101 Theis Dr.
Coeur d'Alene, ID 83814
(Fernan Lake Village)

RE: PUD-407S707

Mayor and City Council
Coeur d'Alene City Hall
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

July 24, 2007

To Whom It May Concern:

This letter is to state my intent to appeal the July 10, 2007 decision by the Coeur d'Alene Planning Commission to approve the "Fernan Heights" PUD and related plat. This appeal is based on several deficiencies that create the potential for negative consequence to the city of Fernan Lake Village and its citizens. The following is a summary of my issues with the decision.

First, I dispute the finding that proper notification of the hearing was carried out as required by law. The city clerk stated that all property owners and/or renters within 300-feet of a proposed action require notification by mail. The 22-acre plat that was approved at this meeting extends to the shoreline of Lake Fernan, placing several residents of Fernan Lake Village within this 300-foot threshold. Additionally, the city of Fernan Lake Village owns land that is separated from the development by only a strip of highway easement and a narrow channel. Much of this property also lies within the required 300-foot distance.

The planning commission failed to provide notice to either residents or the city government of Fernan Lake Village as required. This exception had a negative impact on these entities' ability to express their concerns or assert rights that may be applicable to the situation. This did not meet the standards provided to protect the interests of adjacent landowners.

The issue of compliance with the hillside ordinance is also contested. Specifically, the finding that this development is in compliance with the hillside ordinance does not appear to be sustainable. This ordinance states that any development on 35% grades or greater is prohibited. The engineer's exhibits clearly showed significant portions of several proposed home sites and lesser portions of the remaining sites all exceed this 35% grade. The Commission's unprecedented decision to waive these regulations did not materially change either the grade of the proposed home sites nor the requirements stated in the related ordinance. The decision by the Commission waive the non-compliant issue does not justify a finding that this development was in compliance.

The decision to waive the hillside ordinance without a detailed storm water or erosion plan makes it impossible to determine the extent to which this development mitigates the impact on the environment. There has been an extensive work done to catalog the state of the Fernan Lake watershed culminating in the Fernan Lake Watershed Management Plan (see attached executive summary). This plan was financed by the city of Fernan Lake Village and involved the DEQ, USFS, IDFG, the Eastside Highway District, Panhandle Health District, the City of Coeur d'Alene, and many various experts in the areas of Biology,

Zoology, Geology and Forestry. The City of Coeur d'Alene used this plan when crafting the original ordinance. It spells out clearly the dangers of disturbing this area's unique combination of steep slopes, poor soil and shallow waters while highlighting decreasing water depth and potential for algae that could make the waters unnavigable. At a minimum there should be an assessment of fertilizer and sediment increase as this development sits atop lake areas most susceptible to millfoil and algae explosions.

There was no public testimony to indicate the planning commission considered potential negative environmental impacts specific to Fernan Lake when making their decision. Mitigating environmental impact was the primary purpose of the Hillside Ordinance. As such, overriding this law without an enumeration and clear mitigation of the potential negative impact on this unique area according to the government-sponsored management plan is also unsustainable.

The finding regarding wildfire risk is also a concern. In public testimony the commissioner mumbled several half sentences that were less than clear. The fragmentary assertions appeared to be that because there isn't danger now, it won't increase and maybe a fire hydrant would help fight a wildfire. The presented factual basis for making the finding was unclear and as such can not justify a finding that this development mitigates a potential increased risk of wildfire.

This factual finding also appears to be in conflict with several published studies indicating that increased human access is the single biggest factor involved in increased incidence of wildfire. Seven homes would assuredly increase the human access to these currently undeveloped areas and thereby increase the risk of fire. Additionally, there are no supporting factual indicators to sustain an assertion that fire hydrants situated with the intent of protecting the physical structures would serve any productive use in fighting a wildfire either on the slopes below the planned development, on the vacant lot adjacent to the PUD (lot 8), on the 47 acres proposed for donation to a city entity, or on the miles of the undeveloped land at risk by proximity if a wildfire was ignited on this property. In actuality, the design of the development creates a significant barrier separating the fire hydrants or emergency equipment from any area where a wildfire could potentially occur.

The small size of the PUD and related homeowner's association is also a concern. With only 7 landowners paying dues, even an expense that would be relatively minor for a larger community will have an extreme negative financial impact on such a small group. The developer is taking responsibility for upkeep of sewer, roads, storm water and a host of other issues away from the City of Coeur d'Alene and placing this responsibility on seven potential homeowners. In the event that there is an infrastructure failure (like if inadequate storm water handling results in silt flowing into Lake Fernan) there are serious questions regarding such a small group's ability to finance improvements. A mere \$7,000 cost, which is relatively minor for infrastructure repair, would immediately translate into \$1000 per household – with the waters of Lake Fernan paying the price if there are any delays.

The Fernan Heights development will also require the use of pump stations to provide sewage service. This arrangement has proven to be expensive for Fernan Lake Village to maintain and we have had instances of various types of failure. The development is being placed on grades of greater than 35%, and with all due respect - this stuff is known for rolling down hill. The homeowners association should have adequate funding to cover any potential infrastructure problem without creating an unrealistic burden on the property owner. There is no assessment of annual routine issues to establish an estimated minimum operating budget for the HOA or financial plan in place to allow it to handle costly potential emergencies.

The use of the PUD mechanism appears largely to avoid Coeur d'Alene ordinance allowing the development of otherwise marginal areas for the purpose of protecting the remaining acreage. While effective for this purpose, the mechanism and HOA plan does not seem to reflect an organization that will be effective or viable in the long-term. Failure to examine the long-term financial viability of the project or issue a finding on the matter constitutes a major oversight by the commission that could have an adverse effect on landowners in Fernan Lake Village and the lake itself.

Several other findings by the planning commission also showed a failure by the members to consider the impact on the community of Fernan Lake Village as required. Even though Fernan Lake Village borders the approved action, the impact of this development on Fernan Lake Village was not included in any discussion of the overall impact and compliance in regards to community character, sight lines, hillside issues, water issues, and fire issues. In considering all of these the Commission clearly stated that the Armstrong Park subdivision was the sole factor used to reach findings.

The requirements do not indicate the Commission's responsibility to all affected parties applies only to those within the city limits of Coeur d'Alene. Unlike the Armstrong Park development which is separated from the approved PUD/Platting by 20 acres of property not part of Armstrong Park's PUD, Fernan Lake Village is adjacent to the proposed development making the development's impact on Fernan equally, if not more, significant. Likewise, this proposed development is in the direct sight lines of Fernan Lake Village but is not visible to the residents of Armstrong Park. The failure to consider the impact on this community seems to disregard the policy requirement to consider the impact on all adjacent landowners.

Historically, the city of Fernan Lake Village has taken an official interest in every planned development on the slopes of the Lake. The mayor, city council, and planning commission have in the past all proactively become involved from the outset of previous potential developments. As mentioned above, the Fernan Lake Village has expressed clear and continued interest by financing research into the impacts of development and proactively working on zoning issues regarding this shared resource with the city of Coeur d'Alene; both formally and informally.

In contrast to past development proposals, this has apparently gone through the process without the Fernan city government even knowing that it was on the horizon. This made it impossible for the city to act officially before the Coeur d'Alene planning commission was scheduled to issue a decision on the application. Indeed, the timing is such that the entire appeals process would have closed before the city of Fernan Lake Village could have an opportunity to discuss the issue. The planning commission did not consider this issue even though concerns were expressed.

I feel that the above stated issues are significant enough to warrant examining the action taken, and should require that the issue be reheard.

This complaint is not a blanket assessment of the development proposal presented by the Fernan Lake Preservation Society although aspects of the plan are deficient. This complaint is more specifically regarding the process that was employed to approve this development and the tenuous factual basis and/or technical deficiencies related to the majority of the findings that formed the basis for the official action to approve this request. I am open to discussion regarding resolving the issues; my hope is to create a situation where the many technical deficiencies are clearly resolved. Community input is supposed to be gathered by a developer before a PUD is even brought before the commission – my desire is to encourage this process.

Sincerely,



Kent Butler

DRAFT FERNAN LAKE WATERSHED
MANAGEMENT PLAN

Prepared by
Fernan Lake Watershed Technical Advisory Committee

Mission

*To preserve the scenic and natural resource values of the Fernan Lake watershed,
enhance its beneficial uses, both public and private, utilizing sound conservation
practices.*

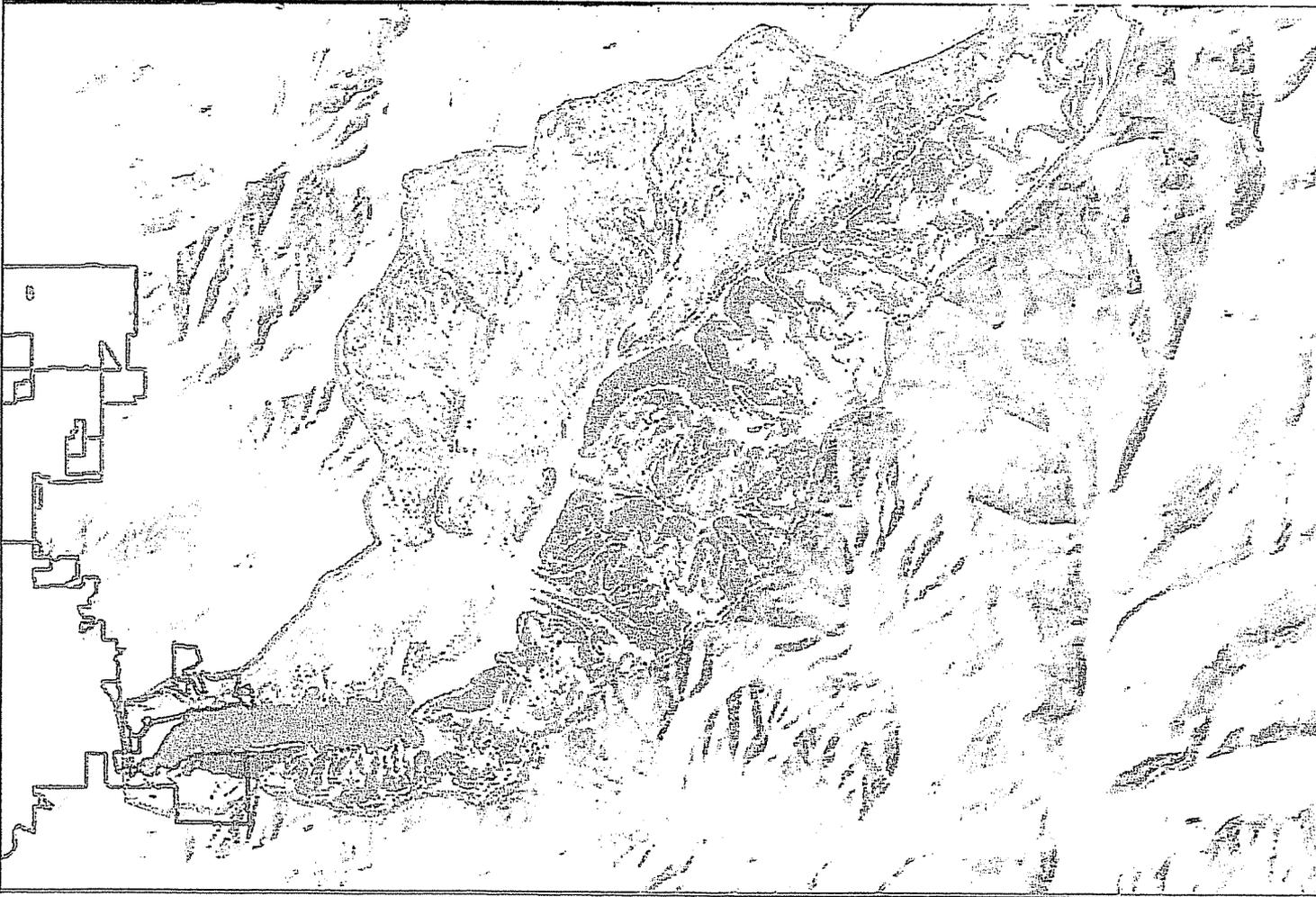


Exhibit C (1 of 5)

Fernan Lake Watershed Technical Advisory Committee

Glen Rothrock	Department of Environmental Quality
Dick Edinger	Eastside Highway District
John Bruning	Planning Commission, City of Coeur d'Alene
Edward Lider	U.S. Forest Service, Fernan Ranger Station
Ned Horner	Idaho Department of Fish and Game
Michael Perez	Chairman, Fernan Conservation and Recreation Association
Dick Martindale	Panhandle Health District
Dave Yadon	Planning Director, City of Coeur d'Alene
Shireene Hale	Principal Planner, Kootenai County Building and Planning Department
Dr. Bill Miller	Treasurer, Fernan Conservation and Recreation Association
Debra Verbillis	Vice President, Fernan Conservation and Recreation Association
Mary Ann Tierney	Planning Chairman, Fernan Lake Planning Commission
Ed Buchler	PHD, Zoology
Kris Buchler	Biologist
Jim Myers	Citizen, Fernan Lake Village, Geologist
Randy McKahan	Logger, Secretary, Fernan Conservation and Recreation Association.

Staff and Consultants

GIS Analysis	Rick Lovel
Geotechnical Reports	Strata, Inc.
Hydrology	Allen Issacson
Facilitator	Cheri Howell
Research	Dan Franklin
Clerical	Cindy Espe

Funding by the City of Fernan Lake Village

EXECUTIVE SUMMARY

The 18.76 square miles of the Fernan Lake Watershed is located in Kootenai County, Idaho. The Watershed area is approximately 12,038 acres in size. Approximately 251 acres of the Coeur d'Alene City limits lie within the watershed, and approximately 52 acres of Fernan Lake Village corporate limits lie within the watershed. Kootenai County's jurisdiction of the watershed is 11,735 acres, and 7,365 acres are in the USFS National Forest Land. The remaining 4,370 acres are private. Much of the watershed is forested, with steep slopes and shallow, erodible soils. Most of the land is used for timber production, with large-lot residential development and some grazing for livestock management. The lakeshore has the potential for urbanization with its close proximity to Cities of Coeur d'Alene and Fernan Lake Village. Homes within the jurisdiction of Kootenai County are on septic systems and drainfields, while areas within Fernan Lake Village and the City of Coeur d'Alene are on municipal sewer systems. (Figure 1 Watershed)

Fernan Lake itself has a surface area of 381 acres (without the wetlands area), and a maximum depth of 28 feet. Designated beneficial uses are: cold water aquatic life, primary contact recreation, salmonid spawning and domestic water supply (IDAPA 58.01.02.110.10). A small percentage of the residences on the lake shore use the lake for drinking water and the lake are a direct source of recharge to the EPA designated sole source Rathdrum Aquifer. This aquifer is the primary source of drinking water for over 400,000 residents of northern Kootenai County and Spokane County.

In the past several years area residents have become concerned about a perceived decline in lake water quality. Phosphorus was identified as the primary nutrient limiting algae growth. Sediment has also been identified as a contributing factor because it contains phosphorus, decreases the clarity of the water and causes lake shallowing. Phosphorus sources that have been identified include erosion from substandard roads and construction sites, erosion from timber harvest, runoff from residential areas, and substandard septic systems. If the lake is allowed to become more eutrophic (or nutrient rich), it will develop objectionable tastes and odors caused from blue-green algae blooms and other associated algae problems.

Because the lake is a direct source of recharge to the Rathdrum Aquifer, maintaining good lake quality is also important to maintaining good aquifer water quality. This Plan was developed to provide long-term protection of both of these valuable water resources. Water quality goals and management recommendations are presented in this document. A Technical Advisory Group was formed. The Technical Advisory Group included public agency representatives and citizens within the watershed. This group considered available water quality data, consulted with land management and water quality experts, and evaluated and selected appropriate management strategies.

There are several sections within this plan. The methodology of the document outlines how the data for this Plan was collected. As the data was being collected, the Technical Advisory Group comprised of public agency representatives and citizens within the watershed outlined the primary issues and concerns for the watershed. Once the information was collected, the Technical Advisory Group analyzed the information and then outlined the goals and action strategies necessary to implement the mission of the Plan.

A chronology of events completed by the Fernan Watershed Conservation and Recreation Association is included in the Plan. This chronology outlined studies that have been done and actions that have been taken to address water quality concerns in the watershed. Following the chronology is a section on general information, which summarizes the compilation of data collected about the watershed. The information includes, but is not limited to, land use, weather, soils, wetlands, water quality and geological and geotechnical information. Also in this section, several of the consultants that were hired to collect and analyze the data summarize their conclusions of their findings.

The Plan concludes with a general summary of the document and an explanation of how to implement the strategies that have been recommended by the Technical Advisory Group.

The Appendices of the Plan include definitions, a technical report by David Evans Associates related to the wetlands adjacent to the Fernan Lake Road, water quality history by Glen Rothrock from the Department of Environmental Quality and the geotechnical report by Strata, Inc., which delineates the hazard mapping that was completed within the watershed. The final Appendix consists of the citations used within the Watershed Plan.

This Plan presents a comprehensive, proactive approach to improving and then maintaining the water quality of Fernan Lake without unnecessarily restricting development within the watershed. Implementation of the Plan will occur primarily through the Fernan Watershed Conservation and Recreation Association, with involvement from public agencies. The Association's focus will be education, monitoring and providing public agencies the support to implement and enforce regulations to protect and improve water quality. This is a policy/planning document, designed to provide guidance to the many citizens and organizations whose activities affect, or are affected by, the lake. Finally, this Plan is intended to be a living document and will be reviewed and updated as new information becomes available.

Executive Conclusion

1. Monitoring of the Fernan Lake Watershed has been sporadic until 2003. Regular monitoring and inventories in 2003 have established a base line of data that can be used to evaluate trends for the watershed.
2. Past scientific data indicates that Fernan Lake is a moderate algae productivity lake (category B of Table 2). Lake studies in 2003 show that Fernan Lake can exhibit high algae productivity characteristics (Category D of Table 2), and with its warm shallow depth, the lake is at risk for accelerated degradation with increased phosphates.
3. Scientific evidence indicates that phosphorus is carried to surface water by disturbed sediment.
4. Sediment is usually disturbed by man-made activities.
5. Scientific evidence indicates that there is a correlation between steep slopes, man-made activity and increased sediment loading into surface water.
6. New construction, including road building adjacent to the lake, is a primary cause of sediment loading into the lake.
7. Changes during 2003 in the Secchi depth and chlorophyll a readings are a serious concern and indicate accelerated algae production.

8. Control of phosphorus inputs is critical to managing the water quality of Fernan Lake.
9. Strict regulations on grading, erosion control and stormwater management are critical in preventing sediment loading into the lake.
10. Scientific studies indicate that the Fernan Watershed hillsides are much steeper than previously reported. The geology and the soils that surround Fernan Lake indicate that steep hillsides are prone to landslides and slumping.
11. The GIS Analysis of the watershed indicates that each parcel within the watershed has buildable areas that are less than a 35% slope.
12. The GIS Analysis of the watershed indicates that many properties adjacent to the lake have slopes in excess of 35%. There are also slopes on all of the properties within the Planning Area that are less than 35% slope.
13. Road building, infrastructure or structures should be prohibited on slopes over 35%, where the soil types and geology indicate a hazard.
14. Ranching and livestock grazing has declined in the watershed.
15. There are many underground springs on the hillsides around Fernan Lake and further inventory of the springs should be completed.
16. Septic tanks and drainfields are not the primary cause of phosphate loading into the lakes and streams. Current regulations require setbacks from surface water ranging from 100 to 300 feet, depending upon soil types.
17. The eastern shallows of Fernan Lake have characteristics making this area quite susceptible to the establishment of the invasive Eurasian watermilfoil.

In summary, Fernan Lake has had significant water quality changes in recent years. The lake system indicates a propensity for extensive algae blooms. Man-made activity on steep slopes with geology and soil types that are susceptible to landslides and slumping adjacent to the lake will increase the sediment loading into the lake. Phosphorus is incorporated into the sediment loading, either sorbed onto clay and silt particles or part of the organic component of sediment. Increased phosphorus will increase the rate of eutrophication of the lake. Development activities will accelerate the death of the lake. Steps to limit man-made development around Lake Fernan must be taken to slow down the rate of eutrophication and improve water quality.

CITY OF COEUR D'ALENE

710 East Mullan
 Coeur d'Alene, ID 83814
 208.769.2229 Fax 208.769-2237

Amt Pd 25-
 Date Pd 7/27/07
 Council to 8-7-07
 Issued Date _____
 License No _____

BEER , WINE, LIQUOR APPLICATION –Expires March 1 annually

Check the one box that applies:

- Beer only (canned and bottled) not consumed on premise..... \$50.00 per year
- Beer, Wine (canned-bottled) not consumed on premise\$250.00 per year
- Beer only (canned and bottled only) consumed on premise \$100.00 per year
- Beer and Wine (canned and bottled only) consumed on premise..... \$300.00 per year
- Beer (draft, canned, bottled) consumed on premise \$200.00 per year
- Beer (draft, canned, bottled) and wine consumed on premise \$400.00 per year
- Beer, Wine and Liquor \$762.50 per year
- Transfer of City license with current year paid 2007-2008 \$25.00

Beer, Wine, Canned & Bottled Consumed on Premise

Business Name	<i>The Bistro on Spruce</i>
Business Address	<i>1710 N. 4th St. Ste. 102 / Coeur d'Alene,</i>
Bus Telephone No	<i>1-208-664-1774</i>
E-Mail Address	<i>smueller4@msn.com</i>
Manager Name	<i>Christopher G. Mueller</i>
Manager Home Address	<i>4502 N. Huntercrest Dr. / Coeur d'Alene,</i>
Manager Home Telephone No.	<i>208-664-1946</i>
Mgr Social Security No	<i>536-54-7701 536-54-7701</i>
Mgr Date of Birth	<i>04/18/1961</i>
Mgr Place of Birth	<i>Spokane, WA</i>
License Applicant	<i>Chrysalis, Inc.</i>
Filing Status- (circle one)	Sole Proprietor <u>Corporation</u> Partnership LLC Other _____
Address of Applicant	<i>4502 N. Huntercrest Dr. Coeur d'Alene.</i>
Applicant's Prior Address past 5 yrs	<i>4307 E 4th Ct. / Spokane, WA</i>
Applicant's Prior Employment past 5 yrs	<i>Haga done Hospitalities (2004-06) Coeur d'Alene Resort Beverly's Restaurant Manager</i>

ID 83815

ID 83815

ID 83815

99223

*(1996-2004) ~~at~~ Luna Restaurant Manager
 Parrot St. 99222 Spokane WA*

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 07/20/07
Department Name / Employee Name / Date
Request made by: Waneva Maymon 772-6618
Name / Phone
Po Box 17717 Hayden Id 83835
Address

The request is for: Repurchase of Lot(s)
 Transfer of Lot(s) from Waneva Phillips to Ray C Phillips
Niche(s): _____
Lot(s): 194, _____, _____, _____, _____, _____ Block: A Section: Riverview
(un married)
Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* / / Other* _____

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

Title transfer fee (\$ 40.00) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 289781

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
WANEVA PHILLIPS
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 275.00 per lot.

DE by [Signature] 7/20/07
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 7-20-07
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / / ; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

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

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

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

[Office Use Only] Amt Pd _____
 Rec No _____
 Date _____
 Date to City Council: _____
 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 checked="" 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	

Business Name	Azteca Southwest Grill		
Business Address	2462 N. Old Mill Loop		
City State Zip	Coeur d'Alene, ID 83814		
Business Contact	Telephone Number: (208) 676-0200	Fax: (208) 676-0814	
Manager Name	Carla Barajas		
Manager Home Address	102 Miller Ave. Coeur d'Alene, ID 83814		
Manager Information	Social Security No.	Date of Birth	
Manager Contact	Telephone:	Cell:	e-mail: Barajasazteca@yahoo.com
Manager Place of Birth	Seattle, WA		
License Applicant	Remos Barajas CDA, Inc.		
Filing Status (circle one)	Sole Proprietor	<u>Corporation</u>	Partnership LLC Other
Address of Applicant	2462 N. Old Mill Loop Coeur d'Alene, ID 83814		
Applicants Prior Address for past five years	N/A		
Applicants Prior Employment for past 5 years	N/A		



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

To Council 8-7-07
Date rec. 07/16/2007
Amt Pd 50-
Rec. No 287523
Permit No _____
Date issued _____

Application for MOBILE FOOD CONCESSION

Applicant Name SEAN STEINER Date of Application 7-16-07

Applicant Physical Address 13011 S. CHENEY - SPOKANE RD.

Mailing Address P.O. Box 248

City, State, Zip CHENEY WA 99004

Telephone 509-448-5289 Cell 509-216-0933 E-Mail seansteiner@gmail.com Fax _____

Name of Business CORNERSTONE MERCHANDISING

Health Permit No. NONE REQUIRED (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions)
ICE CREAM TRUCKS (RED, WHITE & BLUE MINI VANS)
(trucks marked Blue Bunny)

Please describe the type of item(s) sold
PRE-PACKAGED, FROZEN CONFECTIONS

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. WITHIN THE CITY LIMITS OF CD'A, IN RESIDENTIAL NEIGHBORHOODS.

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant

Sworn to me this 16th day of July, 2007

by City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: August 7, 2007
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Pereira Subdivision, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 2 lot commercial development.

HISTORY

- a. Applicant: Kris Pereira
106 E. Poplar Avenue
Coeur d'Alene, ID 83814
- b. Location: Schreiber Way, south of Kathleen Avenue
- c. Previous Action:
 1. August 2006, CdA Planning Commission approval.

FINANCIAL ANALYSIS

There are no financial agreements necessary for this development.

PERFORMANCE ANALYSIS

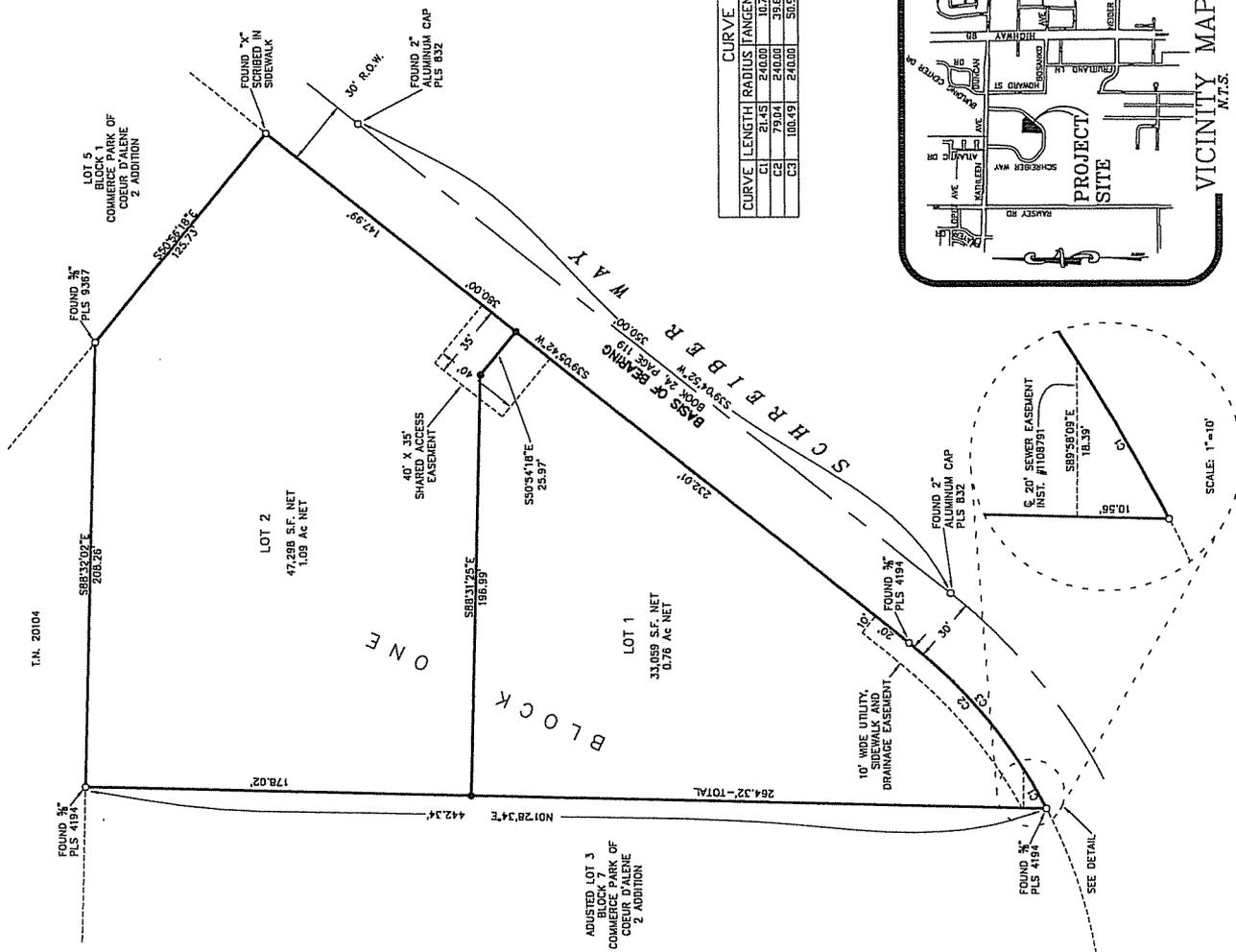
All of the site development issues were previously addressed with the underlying subdivision (Commerce Park of Coeur d'Alene). Approval of the final plat document will allow for the sale of the lots, and, the issuance of Certificate's of Occupancy upon completion of all building permit related items.

DECISION POINT RECOMMENDATION

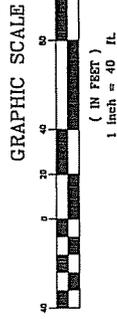
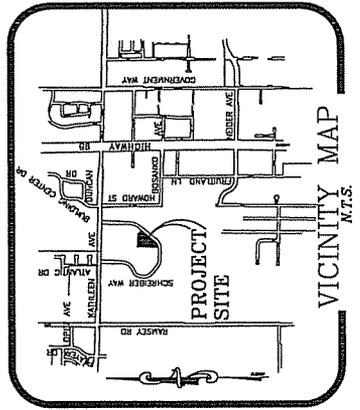
1. Approve the final plat document.

PEREIRA SUBDIVISION

ADJUSTED LOT 4, IN A PORTION OF BLOCK 7
COMMERCE PARK OF COEUR D'ALENE 2ND ADD.,
IN THE NW¼ OF SEC. 2, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CURVE	LENGTH	RADIUS	TANGENT	BELTA	BEARING	CHORD
C1	21.45	240.00	10.73	5°07'19"	N60°28'38"E	21.45
C2	79.04	240.00	39.68	18°52'09"	N48°26'54"E	78.68
C3	106.49	240.00	50.99	23°59'28"	N51°02'34"E	99.76



LEGEND

- FOUND SURVEY PINS AS NOTED.
- SET 5/8" REBAR WITH PVC CAP MARKED "PLS 5289".

REFERENCES

RECORD OF SURVEY - BOOK 214, PAGE 119
PLAT OF COMMERCE PARK OF COEUR D'ALENE 2ND ADDITION- BOOK G, PAGE 291



RUSSELL C. HONSAKER, P.L.S. 75289

PEREIRA SUBDIVISION	SCALE: 1"=40'	DATE: 6/23/06
2-50N-4W	C334	BRANNON JAN
FILE C334-PLAT		FILE C334-PLAT

FRAME & SMETANA, PA
Consulting Engineers
 803 North 4th Street, Coeur d'Alene, Idaho 83814
 PH: (208)841-7210 / Fax: 785-5507 / Email: rsm@framesmetana.com

SHEET
 1 OF 2

ANNOUNCEMENTS

Memo to Council

DATE: July 27, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the August 7th Council Meeting:

ART FLAGAN
CHARLIE NIPP (Re-App)

JEWETT HOUSE ADVISORY BOARD
LAKE CITY DEVELOPMENT CORP.

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Jewett House Advisory Board Liaison
Tony Berns, LCDC Executive Director

Memo to Council

DATE: July 23, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the August 7th Council Meeting:

Joshua Cooper	Student Representative	Arts Commission
Brianna Moore (Reappointment)	Student Representative	CDA TV Committee
Cecilia Rowland-Circo	Student Representative	Cemetery Adv. Board
Kacy Carson	Student Representative	Childcare Commission
Elliny Hiebert-Ramsey	Alt. Student Representative	Childcare Commission
Alex Clark	Student Representative	Library Board
Brittani Waide	Student Representative	Ped/Bike Committee
Julianna Satterly	Student Representative	Planning Commission
Peter Ragno	Student Representative	Recreation & Parks Com.
Maximillian Lee Simkins	Alt. Student Representative	Recreation & Parks Com.
Brittany Riordan	Student Representative	Urban Forestry Committee

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison
Susan Weathers, CDATV Committee Liaison
Doug Eastwood, Cemetery Advisory Board Liaison
Kathy Lewis, Childcare Commission Liaison
Bette Ammon, Library Board Liaison
Mike Gridley, Ped/Bike Committee Liaison
John Stamos, Planning Commission Liaison
Doug Eastwood & Steve Anthony, Parks & Rec Liaisons
Karen Haskew, Urban Forestry Committee Liaison

OTHER BUSINESS

M E M O R A N D O M

TO: Mayor and City Council

FROM: Wendy Gabriel, City Administrator

DATE: July 30, 2007

RE: Salary Review – Mayor and City Council

Decision Point: Whether compensation for the Mayor and/or City Council Members should be increased? For purposes of this memo, when the Mayor and City Council Members are referred to collectively, they are referred to as the “City Council”.

History: A 35-year history of Mayor and City Council Member salaries is as follows:

Ordinance No.	Date	Mayor Annual	City Council Member Annual
1351	9/4/1973	\$3,600	\$900
1671	8/4/1981	\$4,800	\$1,800
2059	7/21/1987	\$9,600	\$4,800
2938	8/30/1999	\$12,000	\$6,000
3035	9/4/2001	\$24,000	
3126	8/5/2003	\$24,000	\$8,400

Performance Analysis: The compensation for the Mayor and City Council Members should be increased to be commensurate with other Idaho cities similar in size and to recognize the increased amount of time required to conduct city business. The City Council’s role has expanded to far more than the business being conducted two times each month at its regular meetings. Numerous partnerships have formed with various local agencies with like interests in order to create efficiencies by combining resources, dollars, and expertise. These partnerships require City Council representation on multi-agency boards and committees. For example, City Council participation on multi-agency boards and committees include: Kootenai Metropolitan Planning Organization, Kootenai County Emergency Services System, Lake City Development Corporation, Enough is Enough, Centennial Trail Foundation, Coeur d’Alene Parks Foundation, Association of Idaho Cities, Kootenai Perspectives, and the North Idaho Mayor’s Coalition, just to name a few.

Other boards and committees which require City Council participation are internal and include but are not limited to: Public Works, General Services, Pedestrian/Bicycle Committee, Arts Commission, Park and Recreation Commission, Tubbs Hill Committee, Library Board, and CDA TV. CDA TV has also required the City Council's active participation outside of its regular meetings as do ribbon cutting ceremonies, workshops, radio shows, and many other public events.

The City Council attends the weekly Executive Team meetings on a rotational basis as well as acts as liaison to the various departments at the City providing necessary guidance. The importance of the City Council's role in Boise during the legislative session has increased in order to oppose poor legislation including that which threatens local control and that which proposes unfunded mandates. In addition, constant monitoring of proposed legislation during the 3-month session is necessary in order to prepare letters of support or letters in opposition where appropriate.

As our community continues to grow, not just in development of land and increased population, but in opportunities, the vision of the Mayor and City Council becomes increasingly important. This vision lead to the City's award of a multi-million dollar community center, pursuit of a successful multi-million dollar bond election for a new library and public safety facilities, and pursuit of affordable housing opportunities in our community. These are just a few projects where vision, leadership, and time on the part of our local officials are crucial.

Financial Analysis: Below is a list of Idaho cities selected based upon their population for comparison purposes.

Idaho City	Population Based Upon 2006 US Census Projections
Nampa	76,587
Meridian	59,832
Pocatello	53,932
Idaho Falls	52,786
Twin Falls	40,380
Caldwell	37,056
Lewiston	31,293
Post Falls	24,515

If the City Council determines that a salary increase is justified based upon the performance indicators discussed above and the need for equity with other Idaho cities, it may look at the average or the median of these eight (8) cities. City Council may also throw out two of the cities with the highest and the lowest population which are the least similar in population to Coeur d'Alene (Nampa and Post Falls) and determine the average and median of the remaining six (6) cities. All salaries are based upon current or projected January 2008 figures.

MAYOR	
Idaho	Annual
City	Salary
Nampa	\$69,432
Meridian	\$66,883
Pocatello	\$74,268
Idaho Falls	\$66,000
Twin Falls	\$16,860
Caldwell	\$69,198
Lewiston	\$9,240
Post Falls	\$18,060

MEDIAN using the above 8 cities = \$41,754

AVG. using the above 8 cities = \$48,743

CDA current annual salary for Mayor = \$24,000

MAYOR	
Idaho	Annual
City	Salary
Meridian	\$66,883
Pocatello	\$74,268
Idaho Falls	\$66,000
Twin Falls	\$16,860
Caldwell	\$69,198
Lewiston	\$9,240

MEDIAN using the above 6 cities = \$41,754 (highest and lowest in population removed)

AVG. using the above 6 cities = \$50,408

CDA current annual salary for Mayor = \$24,000

The following includes comparisons for City Council Member salaries:

CITY COUNCIL MEMBER	
Idaho	Annual
City	Salary
Nampa	\$9,672
Meridian	\$9,000
Pocatello	\$10,034
Idaho Falls	\$10,000
Twin Falls	\$9,000
Caldwell	\$7,925
Lewiston	\$6,240
Post Falls	\$6,948

MEDIAN using the above 8 cities = \$8,137

AVG. using the above 8 cities = \$8,602

CDA current annual salary for City Council Members = \$8,400

CITY COUNCIL MEMBER	
Idaho	Annual
City	Salary
Meridian	\$9,000
Pocatello	\$10,034
Idaho Falls	\$10,000
Twin Falls	\$9,000
Caldwell	\$7,925
Lewiston	\$6,240

MEDIAN using the above 6 cities = \$8,137 (highest and lowest in population removed)

AVG. using the above 6 cities = \$8,700

CDA current annual salary for City Council Members = \$8,400

CITY COUNCIL MEMBER	
Idaho	Annual
City	Salary
Nampa	\$9,672
Meridian	\$9,000
Idaho Falls	\$10,000
Twin Falls	\$9,000
Caldwell	\$7,925
Post Falls	\$6,948

MEDIAN using the above 6 cities = \$8,474 (highest and lowest in salary removed)

AVG. using the above 6 cities = \$8,758

CDA current annual salary for City Council Members = \$8,400

The above scenarios can be summarized as follows:

MEDIAN	
All 8 cities	\$8,137
6 cities (pop'l'n)	\$8,137
6 cities (salary)	\$8,474
AVG.	
All 8 cities	\$8,602
6 cities (pop'l'n)	\$8,700
6 cities (salary)	\$8,758
HIGH	\$10,034
LOW	\$6,240

The compensation proposed is not intended to compensate in full the Mayor and City Council Members for their time. It is intended to compensate for some of their time and energy in order to recognize their efforts, recognize the many miles driven, many miles in an airplane, many meetings attended, invaluable vision and guidance, many conversations had, and many hours on city business.

Attached is a draft ordinance for your consideration. The ordinance also proposes a 2.86% increase to be effective 1/1/09. This increase is based upon the average consumer price index over the past seven years. City Council will have an opportunity in 2009 to make further adjustments.

COUNCIL BILL NO. 07-1030
ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.72.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CHANGING THE SALARIES OF COUNCILPERSONS TO _____ DOLLARS PER YEAR; (A FIGURE TO BE DETERMINED ON AUGUST 7, 2007 AND WITHIN THE RANGE OF \$8,400 - \$10,000) AND CHANGING THE SALARY OF THE MAYOR TO _____ DOLLARS PER YEAR; (A FIGURE TO BE DETERMINED ON AUGUST 7, 2007 AND WITHIN THE RANGE OF \$25,052 - \$60,000), AND TO INCLUDE AN INCREASE IN SALARY FOR BOTH THE MAYOR AND COUNCILPERSONS OF 2.86% BEGINNING JANUARY 1, 2009; 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.

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 2.72.010, is hereby amended to read as follows:*

2.72.010: DESIGNATED:

The salary commencing January 1, ~~2002~~2008, of the ~~mayor~~Mayor of the city shall be ~~twenty-four thousand~~_____ dollars (~~\$24,000.00~~_____) per year, payable monthly. The salaries commencing January 1, ~~2004~~2008, of each ~~city~~City ~~council~~Council person shall be ~~eight thousand four hundred~~_____ dollars (~~\$8,400.00~~_____) per year, payable monthly.

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

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the

legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 7th day of August, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 2.72.010
Mayor & City Council Salaries

AN ORDINANCE AMENDING SECTION 2.72.010 OF THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CHANGING THE SALARIES OF COUNCILPERSONS TO _____ DOLLARS PER YEAR; (A FIGURE TO BE DETERMINED ON AUGUST 7, 2007 AND WITHIN THE RANGE OF \$8,400 - \$10,000) AND CHANGING THE SALARY OF THE MAYOR TO _____ DOLLARS PER YEAR; (A FIGURE TO BE DETERMINED ON AUGUST 7, 2007 AND WITHIN THE RANGE OF \$25,052 - \$60,000), AND TO INCLUDE AN INCREASE IN SALARY FOR BOTH THE MAYOR AND COUNCILPERSONS OF 2.86% BEGINNING JANUARY 1, 2009; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 2.72.010 Mayor & City Council Salaries, 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 7th day of August, 2007.

Warren J. Wilson, Chief Deputy City Attorney

COUNCIL BILL NO. 07-1028
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 5,575 SQ. FT. PARCEL AT 1401 NORTH 3RD STREET AND LEGALLY DESCRIBED AS LOT 6 BLOCK 29, SHERMAN ADDITION TO COEUR D'ALENE IN SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

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

+/- 5,575 sq. ft. parcel at 1401 North 3rd Street and legally described as Lot 6 Block 29, Sherman Addition to Coeur d'Alene in Section 12, Township 50 North, Range 4 West City of Coeur d'Alene, Kootenai County Idaho

is hereby changed and rezoned from R-12 (RESIDENTIAL AT 12 UNITS/ACRE) to NC (NEIGHBORHOOD COMMERCIAL).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

Engineering

1. Construction of sidewalk along the Walnut Avenue frontage with any site development activity.
2. Any parking area that is constructed which utilizes the adjoining alley for access will require the paving of the alley across the subject property frontage.

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

APPROVED this 7th day of August 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-8-07

1401 N. 3rd Street

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/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 5,575 SQ. FT. PARCEL AT 1401 NORTH 3RD STREET AND LEGALLY DESCRIBED AS LOT 6 BLOCK 29, SHERMAN ADDITION TO COEUR D'ALENE IN SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST CITY OF COEUR D'ALENE, KOOTENAI COUNTY IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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. _____, Zone Change – ZC-8-07 1401 N. 3rd Street , 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 7th day of August, 2007.

Warren J. Wilson, Deputy City Attorney

COUNCIL BILL NO. 07-1029
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-8 (RESIDENTIAL AT 8 UNITS PER/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 0.791 ACRE PARCEL AT 4040 & 4082 N. PLAYER DRIVE, AND LEGALLY DESCRIBED AS LOTS 4 AND 5, BLOCK 1, FAIRWAY MEADOWS SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

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

a +/- 0.791 acre parcel at 4040 & 4082 N. Player Drive, and legally described as Lots 4 and 5, Block 1, Fairway Meadows Subdivision in the Southeast 1/4 of Section 34, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

is hereby changed and rezoned from R-8 (Residential at 8 units per/acre) to NC (Neighborhood Commercial).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

NO CONDITIONS APPLY

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

APPROVED this 7th day of August 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

**Zone Change – ZC-9-07
4040 & 4082 N. Player Drive**

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-8 (RESIDENTIAL AT 8 UNITS PER/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- 0.791 ACRE PARCEL AT 4040 & 4082 N. PLAYER DRIVE, AND LEGALLY DESCRIBED AS LOTS 4 AND 5, BLOCK 1, FAIRWAY MEADOWS SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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. _____, Zone Change – ZC-9-07 4040 & 4082 N. Player Drive, 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 7th day of August, 2007.

Warren J. Wilson, Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**GENERAL SERVICES COMMITTEE
MINUTES**

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

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Judy House, Claims/Code Enforcement/Risk Manager
Bette Ammon, Library Director
Renata McLeod, Project Coordinator
Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director

CITIZENS PRESENT

Shawn, Coeur d' Alene Press

**Item 1. Presentation / Library Facility and Budget Updates.
(Information Only)**

Renata McLeod gave a presentation to update the Council on the Library Project. The Library building dedication/open house will take place on September 9, 2007, with the building being open for services on September 10, 2007. The building benefits include 38,500 sq. ft. of public space, opened 7 days a week, many workload and building efficiencies, public art, 200-seat community room and children's area adjacent from the park without vehicle traffic. Renata stated that currently it is estimated that an additional \$78,000.00 is needed, which includes moving expenses, furniture/fixtures/equipment that are owner supplied and contractor installed, and misc. change order items. The total price per square foot is approximately \$185.00. The budget amendment will come forward with the September budget amendments, this increase cost will be paid out of interest earnings from the GO Bond dollars.

MOTION: THE COMMITTEE recommended approval of this budget increase.

**Item 2. Agreement / Industrial Standpipe Lease Agreement with Cricket Communications, Inc.
(Consent Calendar)**

Renata McLeod is asking Council to approve the Lease agreement with Cricket Communication, Inc. for space on the industrial standpipe for a wireless antenna and approximately 100 sq. ft. of ground space for cabinetry. Renata reported that the City purchased a Perpetual Easement on July 18, 2000 from Roy Armstrong for public utilities, including but not limited to a water storage standpipe. The City has an agreement through Mr. Armstrong's attorney to move forward with the Cricket request, while fee negotiations continue with Mr. Armstrong. Renata added that the City will receive a \$1,000 option payment upon execution of the agreement with Cricket. Cricket shall pay a monthly lease payment of \$1,000 upon commencement of construction. Each annual term thereafter shall increase by 4%.

MOTION: THE COMMITTEE is recommending that the City Council approve the Lease agreement with Cricket Communication, Inc. for space on the industrial standpipe or a wireless antenna and approximately 100 sq. ft. of ground space for cabinetry.

The meeting adjourned at 4:40 p.m.

Respectfully submitted, **DEANNA GOODLANDER, Chairman**

Juanita Van Cleave
Recording Secretary

July 23, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Dixie Reid
Council Member Mike Kennedy
Council Member Woody McEvers

CITIZENS PRESENT

Amie Anderson, Item #1
Matt Anderson, Item #1

STAFF PRESENT

Warren Wilson, Chief Deputy City Attorney
Sid Fredrickson, Wastewater Supt.
Amy Ferguson, Committee Liaison
Chris Bates, Engineering Proj. Mgr.
Dave Shults, Capital Program Manager

Item 1 V-07-1 – Vacation of Excess Right of Way on 8th Street Adjoining Lot 1, Block 2, Keller’s Addition (SE corner of 8th & Elm)

Consent Calendar

Chris Bates, Engineering Project Manager, presented a request from the applicants, Matthew & Amie Anderson, for the vacation of ten feet of excess right-of-way along their property frontage on 8th Street in the Keller’s Addition to CDA. Mr. Bates explained that the Keller’s Addition, which was platted in 1906, included an eighty foot right-of-way for 8th Street; however, all of the streets were built to a 34 foot standard. The applicant desires to construct a garage on their site and a vacation of a portion of the right-of-way would allow this to happen while still providing for a usable rear yard area. Construction on the subject property would result in the installation of sidewalk on the 8th Street frontage and there would still be sufficient area to keep it within the right-of-way. Mr. Bates’ staff report indicated that there is no cost to the City, and approximately 1200 sq. ft. would be removed from tax exempt status and added to the County as taxable. Councilman Kennedy questioned if granting the vacation could create a precedent. Mr. Bates explained that it is unusual to have an 80 foot right-of-way, and Councilman Reid confirmed that each request for vacation of right-of-way is decided on a case-by-case basis.

MOTION: RECOMMEND Council direct staff to proceed with the vacation process and set a public hearing before the City Council for September 4, 2007.

Item 2 Develop e-O&M Manual for WWTP Phase 4A Improvements

Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of an agreement for engineering services with HDR Engineering to develop e-O&M manual content for Phase 4A facilities, for a cost not to exceed \$19,372. Mr. Shults’ staff report indicated that HDR Engineering is currently engaged in completing an electronic operations and maintenance manual for the recently completed Phase 4B facilities at the wastewater treatment plant. The manual is a custom software program that addresses all new improvements as required by the Department of Environmental Quality and incorporates sections of the utility’s old hardcopy manual that apply to existing facilities that were not modified during Phase 4B. Wastewater has determined that e-O&M manual content is needed for improvements constructed in the previous Phase 4A. Mr. Fredrickson commented that the e-O&M manual will provide links to vendors and manufacturers, and if it had been produced at the time that the Phase 4A upgrades were initially completed, it would not have been nearly as sophisticated as technology allows for at this time.

MOTION: RECOMMEND Council approval of RESOLUTION No. 07-___ authorizing the City of Coeur d'Alene to enter into an agreement with HDR Engineering to develop e-O&M manual content for Phase 4A facilities, for a cost not to exceed \$19,372.00.

The meeting adjourned at 4:11 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison