

Coeur d'Alene

CITY COUNCIL MEETING

August 15, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
AUGUST 1, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall August 1, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Tom Weadick, Vineyard Christian Fellowship.

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

PUBLIC COMMENTS:

LIBRARY PRESENTATION: Kathleen Saylor, 1102 Ash, presented Renata McLeod with a gift from the Library Board of Trustees for her assistance as Project Coordinator in the new Library facility project.

CERTIFICATE RECEIVED FROM U.S. ARMY RESERVE: Staff Sergeant Ryan Couch presented the Mayor and City Council a Certificate of Appreciation for their support of the 169th Battalion out of Post Falls, which has been deployed to Iraq.

BLACKWELL ISLAND ANNEXATION AGREEMENT: Julie Delsaso, 743 Fairmont Loop, read a resolution from the City of Spokane that requested a view shed ordinance. She expressed her concerns of the LPUD that has been approved for Blackwell Island and asked that the Council consider this type of regulation.

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

1. Approval of minutes for July 18, 2006.
2. Setting the Public Works Committee and General Services Committee meeting for August 7, 2006 at 4:00 p.m.
3. RESOLUTION 06-050: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR

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

4. SS-9-06 - Final plat approval of Cedar Chalet Condominiums.
5. Authorizing the purchase of a Street Department Pickup Truck.
6. Approval of alcoholic beverage licenses for: beer license for Wingstop located next to Big Lots; beer/wine license for Best Food Stop at 1001 E. Best Avenue; transfer of beer/wine license for Fiesta Mexicana

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

COUNCIL ANNOUNCEMENTS:

DOWNTOWN ACTIVITIES: Councilman Reid encouraged everyone to come Downtown and enjoy the annual events of Art on the Green, Taste of Coeur d'Alenes and Street Fair this weekend.

CITY MASTER PLANNING: Councilman Hassell announced that the Parks Department will have a booth at the "Taste of Coeur d'Alene" for citizen input into the master planning for City parks.

PUBLIC ART PROPOSALS RECEIVED: Councilman Goodlander announced that the Arts Commission received proposals from 18 artists throughout the country for artwork to be on the McEuen side of the Library and also inside the Library facility.

PASSINGS: Councilman Kennedy announced that one of the founders of Art on the Green, Pat Flammia, passed away this weekend.

APPOINTMENT – CEMETERY ADVISORY BOARD AND STUDENT REPRESENTATIVES: Motion by Edinger, seconded by Hassell to appoint Less Shellman to the Cemetery Advisory Board and to appoint the following student representatives: Erin Elisabeth Yost and Ashley Sampson - Arts Commission; Brianna Moore - CDA TV Committee; Andrew Prohaska - Cemetery Advisory Board; Kytrina Vangutman and Lesha Owens - Childcare Commission; Ali Johnson and John Sonnen - Ped/Bike Committee; Annie McCloskey - Planning Commission; Aaron Johnson and Elisabeth St. John - Parks & Recreation Commission; Kelly Clauson - Sign Board; Rebecca Lobato - Urban Forestry Committee. Motion carried.

FAIRHOUSING AND ADA/504 TRANSITION PLANS: Project Coordinator, Renata McLeod gave a power point presentation on the analysis and transition plans for the City's Fair Housing and ADA/504 requirements. Motion by Goodlander, seconded by Edinger to adopt the Analysis and Transition Plan for Fair Housing and the ADA/504 Transition Plan. Motion carried.

RESOLUTION NO. 06-051

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

Motion by Hassell, seconded by Kennedy to adopt Resolution 06-051.

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

BID SPECIFICATIONS - NORTHEAST WATER PRESSURE ENHANCEMENT PROJECT: Terry Pickel, Assistant Water Superintendent, presented the proposed specifications for the Water Pressure Enhancement project for the Northeast quadrant of the City. Motion by Goodlander, seconded by Edinger to approve the specifications and authorize staff to advertise for bids for the Northeast Water Pressure Enhancement Project. Motion carried.

TRAFFIC SCHOOL PROGRAM: Ann Eckhart and Officer Nick Knoll presented the proposed traffic school program. Motion by Edinger, seconded by Goodlander to authorize the establishment of a traffic school hosted by the Coeur d'Alene Police and designed to better educate traffic law violators. Motion carried.

RESOLUTION NO. 06-040

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

DISCUSSION: Deputy City Attorney Warren Wilson reported that he had been told by the attorney for the Hagadone Corporation that if John Stone offered a boat slip then Hagadone Corporation will not offer a boat slip and as for the width of the bike path, they will not agree to expanding the width to 10 feet along the riverfront portion.

Councilman McEvers asked if John Stone paid the \$100,000 plus provided a boat slip, would the Hagadone Corporation offer any more money. Warren Wilson noted that the applicant would not pay additional funds. He also noted that the verbal response received today from Hagadone Corporation was not included in the agreement presented tonight. In regard to the trail system, Mr. Wilson noted that there is no specific width noted on the proposed plan.

Councilman Edinger asked if the Hagadone Corporation has accepted John Stone's offer. Mr. Wilson responded that he only has the verbal response from their attorney which did not refer to John Stone's offer.

Councilman Reid commented that there are a lot of benefits to the citizens of Coeur d'Alene including the development of a master sewer plan, emergency water ties, and relocation of water mains; and since all the streets are private the City does not have to maintain them. Additionally, the annexation fee is approximately \$155,805. The public receives a public path along the riverfront including portions on public property with no cost to the citizens. All these benefits come down to an issue over 2 feet of difference between an 8-foot path and a 10-foot path. She noted that PUD's allowed for variances to city standards.

Councilman Goodlander asked for a review of the bike path standards. Warren Wilson noted that the actual requirement is in the Comprehensive Plan which is a policy and for bike path widths to be mandated it would need to be adopted as an ordinance. So the requirement for a 10-foot path is somewhere between a policy and an ordinance but is considered a standard. Councilman Goodlander asked Warren Wilson if the sidewalk around the new Library is considered part of the Centennial Class I Trail. He responded yes. Councilman Goodlander then asked what was the width of the new sidewalk around the Library. Mr. Wilson responded that at its narrowest point, due to utility poles, it was 9'3". Councilman Goodlander remarked that the City is not following their own standards for a Class I Trail.

Councilman McEvers then noted that as part of the requested annexation fees, consideration was made for the use of a boat slip. However, the Hagadone Corporation has put such restrictions on this boat slip that the City no longer wants the boat slip, which has to be of some value and he believes that this value should be added to the annexation fee. Warren Wilson explained that the fee established is being presented to see if the Council feels that this is a fair and equitable fee and that the boat slip issue is a separate part of the annexation agreement.

Councilman Hassell noted that although John Stone may have offered a boat slip, the offer is not part of this agreement and there is no guarantee that the City would receive it. Councilman Edinger asked why won't the Hagadone Corporation make the path 10 feet along the river when the rest of the path throughout this facility is 10 feet. Warren responded that he cannot specifically state why they only did 8 feet on the river portion but suggested it might be to slow traffic down along the river.

Councilman Edinger noted that in the beginning it was called a "bicycle path" at 8 feet, then City stated the standard was 10 feet and now the developer is calling it a "walking path". In response to Councilman Goodlander's previous comments, City Administrator Gabriel explained the rationale behind the sidewalk around the new City Library facility.

Councilman Kennedy noted that he received a letter from Idaho Transportation Department regarding the traffic on U.S. 95. Warren Wilson noted that at this point it is premature to know what the impact is until the development plans have been completed at which time impact on traffic would be reviewed. Councilman Kennedy asked why the counter offer made the use of the boat slip more restrictive when the City had asked to allow other government agencies such as the County or Forest Service use of this slip. Mr. Wilson responded he did not have an answer to why they changed the use of the boat slip.

MOTION: Motion by Hassell, seconded by Edinger to deny the annexation agreement as presented.

DISCUSSION: Councilman Hassell believes that the negotiations and the counter offer had diminished and believes, if approved, that this would be a detriment to the citizens of this community. He also believes that without the boat slip the annexation fees would be \$100,000 more than what is being presented.

Councilman McEvers noted that Councilman Reid had listed a lot of items that are beneficial to the City; however, he has a concern regarding the boat slip as the boat slip had value when determining the initial annexation fee, so when we give up the boat slip we should be receiving more in the annexation fees.

Councilman Edinger noted that although the Hagadone Corporation always does a great job with their developments, we need to treat everyone equally and if there is a set standard, then that standard should be upheld for everyone.

Councilman Reid noted that we have a signed letter from John Stone that he will provide the City with a boat slip and additionally he is willing to pay the \$100,000 difference for this annexation agreement. She reiterated the benefits that the public will receive with the annexation agreement including the use of a waterfront trail.

Councilman Goodlander commented that the issue of the trail may not be a deal breaker but other issues such as a hazardous dump site which will need to be cleaned up with this annexation and development. Additionally, with only one water line crossing the river to the residents on Blackwell Hill, this agreement provides a backup system which will insure water to these residents at no cost to the citizens. She also noted that since the boat slip is in the John Stone letter we are not losing a boat slip. Councilman Edinger noted that the landfill was not on this side of Blackwell Island where this development is being proposed.

Councilman Kennedy cannot understand why this boat slip cannot be used by other government entities. He also believes that the renegotiations have been one-sided and he is disappointed in the results of the renegotiations. He questioned that, with as many questions regarding traffic flow, Corp of Engineers issues and DEQ issues, why are we proceeding with this agreement. He would rather see this issue be continued

until some of these issues or questions could be answered. He noted that he knows that this is a setback for John Stone's development and sees that as an unfortunate fallout of this issue.

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

Mayor Bloem noted that the citizens had pushed hard for the requirement of 40-foot shoreline regulations, which with this PUD they are given the privilege of not adhering to these regulations. She believes that there is a very fine balance between public good vs. developer benefits. She also believes that the offer of \$100,000 and a boat slip is not legally binding as it is not part of a signed agreement by John Stone.

Motion carried with the Mayor voting in the affirmative.

ORDINANCE NO. 3263
COUNCIL BILL NO. 06-1019

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING UNDEVELOPED RIGHT-OF-WAY IN THE WOODLAND ESTATES SUBDIVISION, RECORDED IN BOOK "F" OF PLATS, PAGE 291/291A, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; GENERALLY DESCRIBED AS THAT THIRTY FOOT (30') WIDE STRIP ADJOINING THE WESTERLY BOUNDARY OF LOT 17, BLOCK 1 OF SAID WOODLAND ESTATES SUBDIVISION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Edinger to pass the first reading of Council Bill No. 06-1019.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 06-1019 by its having had one reading by title only.

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

ADJOURNMENT: Motion by Edinger, seconded by Reid that this meeting be recess to August 3, 2006 at 5:15 p.m. Motion carried.

The meeting recessed at 7:57 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AUGUST 3, 2006 AT 12:00 NOON

A continue meeting of the City Council was held on August 3, 2006 at 12:00 Noon in the City Hall Council Chambers, there being present upon roll call a quorum. The Council met in a workshop setting with members of the Coeur d'Alene Parks and Recreation Commission and the Human Rights Education Institute.

Mayor Sandi Bloem

Dixie Reid) Members of Council Present
L. Ron Edinger)
A. J. Al Hassell, III)
Deanna Goodlander)
Michael Kennedy)

Woody McEvers) Members of Council Absent
Dixie Reid)

Lee Shellman, Chairman) Members of the Parks and Recreation Commission Present
A. J. Al Hassell, III)
Scott Cranston)

Freeman Duncan, Chairman) Members of the HREI Board Members
Steve Flerchinger)
Mary Lou Reed)
Scott Cranston)
Sandi Emerson)
MichelLe Fink (Staff)
K. J. Torgerson(Staff)
Muria McClure (Staff)

Staff:

Susan Weathers, City Clerk
Jon Ingalls, Deputy City Administrator
Doug Eastwood, Parks Director
Renata McLeod, Project Coordinator
Mike Gridley, City Attorney
Wendy Gabriel, City Administrator

HREI FACILITY SITE: Freeman Duncan reported that the existing center has been improved and "looking very nice". They are in the process of creating signage for the building. He noted that they have done a crude staking out of the perimeter of the proposed facility expansion. Upon staking it out, the proposed facility extends farther into City Park that originally anticipated. He expressed their disappointment in the Land

and Water Board's opinion that their project would be in conflict with the uses allowed through the grant funds used to develop City Park.

Doug Eastwood showed an overhead projection of the City Park layout and the impact the proposed facility would have on City Park property. He presented a proposal which could resolve the issues raised by the Land and Water Board. The Land and Water Board advised the City that the proposed facility expansion would be a conversion of land. Mr. Eastwood noted that a conversion is very difficult and lengthy to proceed through. He also noted that the present footprint proposed by HREI is much larger than he originally thought and he added that the value of the trees that would need to be removed for this facility is estimated at \$135,000. He proposed that HREI and the Museum work together to create their facilities at the northwest corner of the 4-Corners intersection. Mr. Eastwood believes that this is a more viable solution with more parking and better access for the facilities. He believes that a meeting of HREI, City Council and Museum Board to discuss this possible solution is needed.

Freeman Duncan recalled that the State had informed HREI that they could apply for an exemption from the conversion process for a public use facility. Doug responded that the State (who are the liaison for the National Park Service) had later met with the National Park Service and it was the National Park Service that determined that this would be a conversion. Freeman Duncan suggested that we talk with the Secretary of Interior (former governor Dirk Kempthorn) who oversees the National Park Service. He also questioned the need for the replacement for waterfront property if a conversion is undertaken. Doug commented that he had looked at the activities at the City Park and personally does not believe that the HREI facility is really the park's best use or in the best interest for the City of Coeur d'Alene.

Councilman Hassell concurred with Mr. Eastwood's thoughts that it is not the best use for the area due to the negative impact to the City Park, including rerouting traffic inside the park, the loss of trees, and loss of space for park use. He believes that the 4-corner site is a more appropriate site for the new facility.

Councilman Kennedy asked what was meant by "softened roadway". Doug responded that prior discussions on planning this entire corridor proposed creating an intersection at Garden Avenue and thus eliminate traffic flow on Mullan Avenue which would allow easier crossing for pedestrian/bicycle traffic.

Scott Cranston, noted that prior to their original design concept and after the 4-corners design study, his staff proceeded with the design expansion although originally it was agreed that they would not extend past the service access roadway in the City Park. He also asked when the property at the 4-corners intersection would become available.

Mike Gridley believes that the railroad right-of-way will be gone by 2007.

Michele Fink noted that they will continue to use the existing building; however, within 1-2 years they are hoping to complete their fund raising effort. Doug Eastwood believes

that the City needs to bring the Museum of North Idaho to the table with the City Council. Councilman Goodlander noted that LCDC holds the lease for the Kerr Property (the property for the future site of the Museum at the NW corner of the 4-corners intersection). Doug noted that the Bureau of Land Management has no problem with the construction of a public type building. Councilman Goodlander believes that we could give this land to HREI. Mayor Bloem noted that the City did promise this property to the Museum of North Idaho. She also asked if the facility could be expanded east towards the museum parking lot. Doug Eastwood responded that anything outside the existing structure would be considered a conversion. Scott Cranston does not believe that the conversion should be a deal breaker, but rather where is the best location for this facility and then see if a conversion exists. Lee Shellman noted that knowing what it takes to go through a conversion, the Parks and Recreation Commission would not want to go through another conversion. Doug also noted that if we ignored the conversion process, the City would not receive any further grants and also the Land and Water Conservation Fund would not pay the City for any projects currently in the process of being funded through grants. KJ Torgerson asked what the City would do with the building if they did not remodel the building since it is structurally unsound. Doug Eastwood recommended that if HREI did not remodel it should be torn down.

Sandy Emerson noted that the proposed site is not a bad idea but with the funding used to refurbish the existing building it makes it a difficult decision. He also noted that he does not see a good connection with the Museum in that they do not want to emphasize the history of human rights issues in Idaho but more where they are going in the future. KJ Torgerson noted that they have \$120,000 invested in the current building plus \$30-\$40,000 in landscaping. Councilman Hassell commented that part of that money would have been paid in rent elsewhere.

Michelle Fink asked if the City was giving HREI a direction. Mary Lou Reed believes that we first need to get all the issues resolved and she would feel a lot better if ,whatever they did, they would have a commitment from the City. Sandy Emerson noted that other Human Rights facilities' success was essential to having the support of their cities. Councilman Goodlander believes that it is essential to have the Human Rights Center in this area and believes that the proposed site of the facility should be in the 4-corners area. Lee Shellman noted that the Parks Department receives a large amount of funding for the Land and Water Conservation Fund and would not like to see this go away.

Scott Cranston believes that a different site would need to have different design plans. Sandy Emerson believes that it really isn't what the building looks like, but rather it is what goes on in the inside that is important. He noted that they are just beginning the "Dialogue in Democracy" program.

Mayor Bloem asked the members of the Human Right group, if they had not spent the money on the current building, would the 4-corner area (with separation from the Museum) be amenable. Mary Lou Reed noted that there is a great investment in time. She also noted that they would require Federal funding for their new building and so support from the City would be essential. Mayor Bloem asked that although the City

needs to protect the parks system and support the Human Rights facility, is there a way for the City to provide some assistance from LCDC and the City and Parks Department. Michelle Fink thinks that it is important to be in that area. Mayor Bloem sees this as a challenge to make sure that we all achieve what is best for each entity. KJ Torgerson believes that the site in the Park was more inviting to getting people into their facility and would want to keep this in mind when planning a facility at a different site.

Mike Gridley noted that there is brown field reclamation funds that could be used for the construction of a facility at the 4-corner site.

Mayor Bloem summarized that everyone has agreed to move forward with looking at the site across the street at the 4-corners intersection.

ADJOURNMENT: Motion by Edinger, seconded by Hassell to adjourn. Motion carried.

The meeting adjourned at 1:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A MEETING OF THE COEUR D'ALENE CITY COUNCIL
HELD AUGUST 3, 2006 AT 5:15 P.M.
HELD IN THE CITY COUNCIL CHAMBERS

The Council of the City of Coeur d'Alene met in continued session of the City Council for the purposes of conducting a Budget Workshop on August 3, 2006 at 5:15 p.m., there being upon roll call a quorum:

Mayor Sandi Bloem

Ron Edinger)	Council Members Present
Dixie Reid)	
Deanna Goodlander)	
Al Hassell)	
McEvers)	
Mike Kennedy)	Arrived at 5:30 p.m.

BUDGET WORKSHOP OVERVIEW: Finance Director Troy Tymesen presented an overview of the 2006-2007 Budget. He noted that the Council's High Priority Focus Areas have been included in this year's budget. He pointed out that this budget includes payment of the G.O. Bond for the Library and Public Safety facilities, additional Police Officers, additional Fire Department personnel, and additional staffing for Parks Department, Building Maintenance Department and Streets Department.

He went on to explain how the City receives its revenue from property taxes. He noted that we have a \$60,000,000 budget and the City is allowed a 3% increase from property taxes which equates to \$318,834. He announced that new construction provided \$1,284,162 additional revenue to the City. Mr. Tymesen reported that this year's budget includes \$1.2 million for payment on the G.O. Bonds approved by the voters last year. He explained that last year the City's levy rate was \$5.09/\$1,000. With growth and reassessed valuations, the new levy rate would drop to \$4.20/\$1,000. A 3% increase would equate to be \$1.60 per month. He further explained that any home that was not increased greater than 30% in assessed valuation that the property taxes would go down; however, if a home's assessed valuation increased greater than 30% they would see an increase in property taxes. He commented that in the proposed budget there is an increase of approximately \$2,000,000 in expenses which include human resources increases and additional positions. Additionally, Services and Supplies costs are up slightly and the City is lower in Capital Outlay expenses.

DEPARTMENT BUDGETS: Council reviewed each department budget with comments/future discussion items with the following department budgets:

MAYOR COUNCIL: Council discussed the issue of continuing to be a member of NLC. If Council chooses to eliminate both dues and travel funds from the budget it would reduce the budget by \$3,500 from dues and \$3,000 from travel.

MUNICIPAL SERVICES: Councilman Goodlander noted that she would like to review the \$1,000 Arts Commission Budget.

BUILDING MAINTENANCE: Health Insurance is budgeted for a full year for new employees that will be hired for ¼ of a year. Mr. Tymesen will adjust this line item.

RECESS: Mayor Bloem called for a recess at 7:25 p.m. The workshop continued at 7:40 p.m.

The City Council continued their review of department budgets with comments/future discussion items for the following department budgets:

CEMETERY: Council discussed completing an actuarial study on the Perpetual Care fund.

ENTERPRISE FUNDS: The Council reviewed the City's Enterprise Fund Departments which are funded through user fees and not property taxes.

RECESS: The Council called for a recess a 9:15 p.m. The workshop reconvened at 9:20 p.m.

Upon return the Council continued their review of Enterprise Funds.

TRUST AND AGENCY FUNDS: Troy Tymesen reviewed the various trust and agency funds. He highlighted the Capital Project Funds.

3% INCREASE: Troy announced that the proposed budget does include the 3% increase.

AUGUST 9th BUDGET WORKSHOP CONTINUATION: Council excused department heads from the continued budget workshop which is planned to provide an opportunity for the public to address items in the budget.

RECESS: Motion by Edinger, seconded by Kennedy to recess to August 9th at 5:15 p.m. Motion carried.

The workshop recessed at 9:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-052

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 APPROVAL OF AN ENERGY EFFICIENCY AGREEMENT WITH AVISTA FOR THE WASTEWATER TREATMENT PLANT AND APPROVAL OF S-6-03 ADDITION, FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT.

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

- 1) Approval of an Energy Efficiency Agreement with Avista for the Wastewater Treatment Plant;
- 2) Approval of S-6-03 Addition, Final Plat Approval and Subdivision Improvement Agreement;

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 2" 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 15th day of August, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 7, 2006
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Agreement with Avista for Energy Savings; WWTP Phase 4B

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DECISION POINT:

The City Council is requested to approve an agreement with Avista Corporation for receipt of an incentive payment in exchange for implementation of energy efficiency measures at the wastewater treatment plant that will result in conservation of electricity and cost savings to the Wastewater Utility.

HISTORY:

Avista has offered the City financial incentives to participate in an energy savings program by installation of more energy-efficient wastewater treatment plant pumping equipment. The project will replace older influent wastewater pumping equipment with more modern and efficient equipment.

FINANCIAL ANALYSIS:

The amount of the Avista incentive payment to the City and the annual energy savings, based on reduction of electricity used per gallon pumped, can not be determined until after the equipment has been operational for several months. The most incentive payment will be received for the highest amount of actual performance efficiency as determined by a prescribed formula.

DISCUSSION:

The Phase 4B project engineer specified new pumps and variable speed drive units and motors that are designed to be more energy efficient than those that are being replaced. Coincidentally, Avista has worked with the project to offer an energy efficiency payment that serves as a reward for use of energy saving equipment, as regulated by Avista's tariff Schedules 90 and 190. There are no extra costs to the City for accepting the incentive program (agreement attached.) The Wastewater Utility would agree to assist Avista with accumulating performance data to allow calculation of the incentive payment.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve an agreement with Avista Corporation for receipt of an incentive payment in exchange for implementation of energy efficiency measures at the wastewater treatment plant that will result in conservation of electricity and cost savings to the Wastewater Utility.

Attachment

des1184

4
Avista Utilities
1411 East Mission PO Box 3727
Spokane, Washington 99220-3727
Telephone 509-489-0500
Toll Free 800-727-9170



Avista Utilities Energy Efficiency Agreement

Congratulations! Your business has made an important and worthwhile decision to make energy efficiency improvements to your facility. Energy Efficiency measures that can translate into dollar savings should be considered savvy business investments that will continue to pay dividends year after year. Tariff Schedules 90 and 190 in both Washington and Idaho allow Avista to provide customers with technical assistance as well as financial incentives for the installation of energy efficiency equipment within our respective electric and natural gas service areas.

Below, we have highlighted key points of the Energy Efficiency Agreement that you are about to sign. Two copies of the Agreement are attached for your signature.

- In order to be valid, this agreement must be signed and returned within **30 days of the Proposal Date**, which is found on the upper left-hand corner of Page 1. Postmarks will be used to determine the acceptance of date for documents returned by mail. The fax "time stamp" will serve that purpose on Agreements that are sent to Avista via fax. (Refer to Item 2).
- The **Term of the Agreement** is how long Avista expects your energy efficiency measure to remain in place. The date in which Avista expects your energy efficiency project will have been completed, fully installed and operational is also found in this section of the Agreement. In the event that the completion date will be later than indicated, please contact your Account Executive. Failure to do so may result in the termination of the Agreement and all obligations of Avista pursuant to the Agreement waived. (Refer to Item 1)
- The **Energy Efficiency Payment** ("incentive") amount that is referenced in "Schedule A" is only an estimate. The final incentive is likely to change based on actual equipment installation and actual project costs. (Refer to Item 5B)
- The actual **Energy Efficiency Payment** ("incentive") that will be issued is based on documentation for the costs of labor and materials along with actual installation. The actual, final incentive is calculated by dividing the actual installation costs by the first-year energy cost savings to develop the simple payback period and resulting incentive level. This incentive level is then applied to the energy (kWh/therms) saved in the first year. The actual incentive payment will be the lesser of this calculation or 30% of the actual Avista-approved project costs. Item 5 paragraph C also indicates the approximate date when the customer can expect to receive payment. (Refer to Item 5B, 5C and Section 4 of Schedule 90/190).
- An **Energy Efficiency Payment Refund** will be required if the customer chooses to leave Avista's retail distribution systems or no longer purchases their commodity energy (either electricity or natural gas) from Avista Utilities. (Refer to Item 6 and Item 1)

Proposal Date June 20, 2006

Name City of Coeur d Alene 5

Account No. 832941

Address 710 Mullan Avenue

Rate Schedule 21 Tariff 90 190

City State Zip Coeur d' Alene, Idaho 83814

Contract No. D-18595

Project VFD pumps at Wastewater Treatment Plant

Application No. 21188

CAR 329222

Avista Corporation dba Avista Utilities
PERFORMANCE AGREEMENT

THIS AGREEMENT, dated as of August 15, 2006, is entered into by and between **Avista Corporation dba Avista Utilities**, a corporation, organized and existing under the laws of the State of Washington (hereinafter referred to as "Avista"), and **CITY OF COEUR D' ALENE** (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, Customer is the owner and/or operator of a facility served by Avista with electric and/or natural gas service, and desires to replace and/or upgrade existing equipment in use at Customer's facility located at **Wastewater Treatment Sewer Disposal Plant, Hubbard Avenue**, in the City of Coeur d' Alene, Idaho (hereafter referred to as "Facility"); and

WHEREAS, Avista has initiated an "Energy Efficiency Program", approved by the Washington Utilities and Transportation Commission and the Idaho Public Utilities Commission (hereinafter referred to as "State Commissions") under tariff Schedule 90 and tariff Schedule 190, for the acquisition of electric and natural gas energy resource savings through investments in improvements in the efficiency of electric and natural gas equipment and processes owned and operated by customers of Avista; and

WHEREAS, Customer and Avista desire to enter into an agreement for the implementation of energy efficiency measure(s) in the Facility as set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is agreed:

- 1. Term of Agreement.** This Agreement shall become effective on the date first written above and shall remain in effect for a term of five (5) years commencing on the date that the installation of the energy efficiency improvement measures ("Measures") described in Section 3 below have been completed and verified by Avista, as set forth in Section 5 below; provided, however, if Customer fails to complete installation of such Measures by **March 30, 2007** this Agreement shall be terminated and all obligations of Avista set forth herein shall be waived.
- 2. Term of Offer.** The Energy Efficiency Payment offered to Customer, as outlined in Section 5 below, is valid for acceptance by Customer for a period of ~~thirty (30)~~ ^{sixty (60)} days from the Proposal Date indicated above, with such acceptance acknowledged by Customer's signature below. Failure of Customer to return the signed original of this Agreement by such deadline shall result in the nullification of the Energy Efficiency Payment offer applicable under this Agreement. *Sixty days acceptable according to Sherman Schmitt, Avista Account Executive on 7/31/06.*
- 3. Installation of Energy Efficiency Improvement Measures.** Customer shall install and maintain the Measures (hereinafter referred to as "Equipment") at the Facility as described in the City of Coeur d' Alene Wastewater Treatment Plant, Raw Sewage Pump & VFD Replacement Project, Measurement and Verification Plan document, attached hereto and incorporated herein as "Schedule A". All existing equipment removed and replaced hereunder shall, at Customer's expense, be permanently

- 6 disabled, sold for scrap, and/or removed from the Facility. Customer assumes all responsibility to dispose of all equipment and material removed hereunder in accordance with applicable law.
4. Equipment Selection, Operation and Maintenance. The selection, purchase, and installation of the Equipment described in Section 3 above shall be the sole responsibility of the Customer, provided that the Equipment selected and installed under this Agreement complies with the electric energy resource savings recommendations in the analysis prepared by Avista or its representative. It is understood and agreed that any Avista evaluation and/or analysis of the Equipment is for the sole purpose of determining Customer's eligibility for Avista's Energy Efficiency Program. Avista MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, IMPLIED OR EXPRESS WARRANTIES (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS, OR LABOR REQUIRED FOR THE INSTALLATION OF THE EQUIPMENT, OR THE COST OF SUCH EQUIPMENT, MATERIALS, AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Any required maintenance, repair or replacement of the Equipment installed under this Agreement shall be the sole responsibility of and at the expense of the Customer. In the event that any of the Equipment installed pursuant to this Agreement becomes defective or fails to operate properly, and such defect or failure to operate cannot be repaired, Customer agrees to replace such Equipment with Replacement Equipment that provides equal or higher electric energy resource savings, and performs in a manner consistent with recommendations in the analysis by Avista as set forth in Section 3 above.
5. Energy Efficiency Payment.
- A. The Energy Efficiency Payment analysis shall be performed, as described in Schedule A. If such analysis results in any measurable energy savings, the Energy Efficiency Payment owed to Customer under this Agreement shall be calculated as described in Section 5. B below.
- B. Upon completion of the installation of the Equipment contemplated under this Agreement, Customer shall provide documentation, acceptable to Avista, detailing: 1) the actual Equipment installed to enable Avista to calculate the energy (kWh/therm) savings hereunder, and 2) the purchase and installation cost of such Equipment. In the event Avista determines that the installed cost of the Equipment, as submitted by Customer, is unacceptable, Avista shall have the right to establish the acceptable installation costs to calculate the Energy Efficiency Payment applicable hereunder. Upon Avista's receipt, approval and acceptance of Customer's documentation, and after the performance evaluation described in Schedule A has been completed, Avista shall calculate the Energy Efficiency Payment in conformance with Avista's Schedule 90 and 190 tariffs, by dividing the actual Avista-approved installed costs of the project by the actual, annual energy cost savings to determine the simple pay-back period and resulting Incentive Level reflected on Schedule 90/190. The Incentive Level resulting from this calculation shall be applied to Customer's first-year kWh/therm savings to determine the actual, one-time Energy Efficiency Payment applicable under this Agreement. Such Energy Efficiency Payment shall be the **LESSER OF** the calculation described herein, or fifty percent (50%) of the Avista-approved installation costs. In no event shall the Energy Efficiency Payment owed to Customer under this Agreement exceed fifty percent (50%) of the actual Avista-approved project costs. The one-time Energy Efficiency Payment due hereunder shall be disbursed no earlier than the 3rd quarter of 2006. The verification period for measuring the energy savings shall be as described in

- C. Customer shall be responsible for payment of any federal, state or local income and corporate tax liability associated with its receipt of such Avista payment and shall indemnify, defend and hold Avista harmless with respect thereto.
- D. The calculation of the actual Energy Efficiency Payment applicable under this Agreement shall be attached hereto and incorporated into the Agreement by this reference as "Schedule B".
- E. The Energy Efficiency Payment calculated under this Agreement shall be determined solely by Avista in accordance with Rate Schedules 90 and 190, and such determinations are considered to be final.
- F. Avista may, at its option, during reasonable hours, inspect the Equipment following installation to verify Equipment installation.
6. Energy Efficiency Payment Refund. In the event that, during the term of this Agreement, Customer: (1) closes and/or sells its Facility; (2) discontinues purchasing electric service from Avista such that Customer ceases to pay its applicable rates under Avista's Schedule 91 and 191 tariffs, and forfeits its eligibility under the provisions of Avista's Schedule 90 and 190 tariffs; or (3) fails to properly operate, maintain or replace the Equipment as set forth in Section 4 above, Customer agrees to refund to Avista the portion of the Energy Efficiency Payment, calculated on a pro-rata basis, for the period of time during the term of this Agreement that Customer fails to provide the anticipated energy savings, unless Customer's obligations have been assigned, as specified in Section 10 below, with the prior written approval of Avista, which approval shall not be unreasonably withheld.
7. Inspection of Facilities. Avista shall be permitted to inspect the Facilities and Equipment on reasonable notice and at reasonable hours for the sole purpose of verifying Customer's compliance with its performance obligations under this Agreement, including continued operation of the Equipment contemplated herein. Avista shall also have the right to install and maintain sub-metering equipment and Customer shall furnish Avista with reasonable access to such sub-metering devices for meter reading purposes. This provision shall not impose upon Avista any obligation to perform any inspection, and is not intended to substitute for or relieve Customer of any responsibility or duty relating to the purchase, design, installation, operation or maintenance of the Equipment.
8. Compliance with Laws. Customer represents and warrants that Customer, its agents and employees, and any subcontractor it may retain to install or maintain the Equipment, are familiar with, and at all times will comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to the installation, maintenance, operation and use of the Equipment.
9. Disclaimer and Indemnity. Customer acknowledges and agrees that it is voluntarily participating in this Energy Efficiency Program; that Avista is providing funding and analysis, only; and that Avista assumes no liability for Customer's decision to enter into this Agreement, for the Measures selected by Customer, any third parties selected by Customer to install those Measures, or any disputes arising out of repair or replacement of the Equipment installed hereunder. Furthermore, as part of the consideration for this Agreement, Customer hereby releases and shall indemnify, hold harmless and defend Avista from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in anyway connected with any act, omission, fault or negligence of Customer or any third parties selected by Customer to install the Measures applicable under this Agreement, except to the extent that any such claims, losses, etc., arise as a result of Avista's negligence or willful misconduct.

- 8 10. Assignment. This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. No assignment or transfer by either party hereunder shall be made without the prior written approval of the other party, except for a transfer to a parent, subsidiary, or affiliate of such party, or, with respect to either party, to a successor in interest which acquires all or substantially all of the assets of either party, and such approval shall not be unreasonably withheld.
11. Continued Availability. It is understood that the continued availability of funding for the Energy Efficiency Program is dependent upon the continued approval of the State Commissions of the Schedule 90 and 190 tariffs.
12. Venue. Any action at law or in equity to enforce the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction where Customer's Facility is located.
13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the States of Washington or Idaho, depending on the location of Customer's Facility, excluding any choice of law rules that may direct the application of laws of another jurisdiction.
14. Amendment and Waiver. This Agreement contains all of the terms and conditions bearing upon the subject matter and shall not be modified or varied except by written agreement executed by each of the parties hereto through authorized representatives. If at any time the terms hereto are not strictly adhered to or enforced, such requirements shall not thereby be deemed waived or modified, but shall at all subsequent times and date be deemed in full force and effect.
15. Headings. The section headings in this Agreement are for convenience only and shall not be considered part of or used in the interpretation of this Agreement.
16. Attorney Fees. If any action is brought to enforce this Agreement, or in the event of any dispute arising hereunder, the prevailing party in such action shall be entitled, in addition to any other relief, an award of reasonable attorney's fees and costs incurred in such action.
17. Order of Precedence. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference: the Performance Agreement, Supplement(s), Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the respective officers hereto, duly authorized as of the date first above written.

**Avista Corporation dba
Avista Utilities**

CITY OF COEUR D' ALENE

By: _____

By: _____

Title: _____

Title: Mayor

Date: _____

Date: August 15, 2006

Federal Taxpayer ID Number

82-6000176

Measurement and Verification Plan

Project Description

The existing Raw Sewage Pumps are driven by older technology variable speed drives (VFDs), and are to be replaced with the ~~four~~^{three} new 125 hp VFD controlled pumps. The existing pumps consist of two 60 hp pumps and two 25 hp pumps.

Determination of Energy Savings for new pumps and VFDs

Energy savings will be measured on a performance basis. As a new pump application, it is not possible to measure energy usage characteristics of the pumps, prior to project implementation. The incentives for this measure are to be based on the actual performance of the measure, when compared to the existing pumps and controls. Measurement and verification is to be based upon:

- A before and after project implementation efficacy comparison. Efficacy is expressed in terms of gallons of sewage pumped per average kWh.
- The energy savings will be calculated as the annual flow divided by the difference between pre-project and post-project efficacy. The project's first year energy savings will be projected using the flow, provided by the customer, for 2004.

- The annual energy savings (ES) will then be calculated as:

$$\begin{aligned} \text{ES} = & \text{(gallons of sewage pumped, as the total for last 12 mos.)} \\ & / [\text{Pre-project efficacy (gals.sewage pumped / kWh)} \\ & - \text{(gallons of sewage pumped, as the total for the same 12 mos.)} \\ & / \text{Post-project efficacy (gals. sewage pumped / kWh)}] \end{aligned}$$

Flow data is to be based on the plant's existing influent flow meter. From November 1, 2004 through October 31, 2005, plant flow averaged 3.27 mgd, for an annual flow of approximately 1,192 million gallons. The pumps were monitored from May 14, 2005 to October 27, 2005. During that time, efficacy averaged 4,255 gallons per kWh. This value can serve as the Pre-project efficacy.

Responsibilities:

The customer will:

- Following the completion of the projects, Customer shall notify Avista that the project installation has been completed.
- Provide total installed cost, based on invoices, for the pumps, VFDs and any necessary associated equipment.
- Assist Avista with power measurements and any data logger installation, including:
 - Motor starter access

- Provide total influent flow for 12 month period, ending in 2005
- Provide the daily metered influent flow data, for the following periods:
 - 12 months prior to project implementation, ending in 2005

Until

- Three months following project implementation and commissioning, corresponding to the time period of Avista's energy monitoring.

Avista will:

- Measure operating power on each pump, under:
 - Full flow operation
 - At least two points of typical operation
- Monitor energy usage, for at least three months of operation, both prior to and following project implementation.
- Analyze energy data, and the flow data provided by the customer, to provide an energy savings estimate that can be projected out over one year.
- The actual AVISTA-approved project costs will be divided into the energy cost savings per year to determine the level of incentive to be attributed to this project, based on simple payback. The level of incentive will be taken from the following table in the Company's Schedule 90 tariff.

Measures	Simple Pay-Back Period	Incentive Level (cents per first year kWh saved)
Electric Efficiency	1 to under 2 years	6 cents
	2 to under 4 years	10 cents
	4 to under 6 years	12 cents
	6 to under 10 years	14 cents
	Over 10 years	4 cents

Exhibit "1"

**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Bolivar 2nd Addition, Final Plat Approval, Subdivision Improvement Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of Bolivar 2nd Addition, a thirty two (32) lot phase of the Coeur d'Alene Place development.
2. City Council approval of the Subdivision Improvement Agreement and Security for the noted addition.

HISTORY

Applicant: Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019

Location: Between Hanley Avenue and La Rochelle Drive, east of Atlas Road.

Previous Action:

1. Final plat approval of the Bolivar Addition (39 lots) in October 2003.
2. Final plat approval of the 13th Addition (56 lots) in September 2004.
3. Final plat approval of the 14th Addition (33 lots) in October 2005.
4. Final plat approval of the 15th Addition (59 lots) in February 2006.

FINANCIAL ANALYSIS

The applicant has installed security totaling \$105,593.00 to cover the outstanding cost of the uncompleted improvements (sidewalk, curbing, asphalt paving & stormwater facilities).

PERFORMANCE ANALYSIS

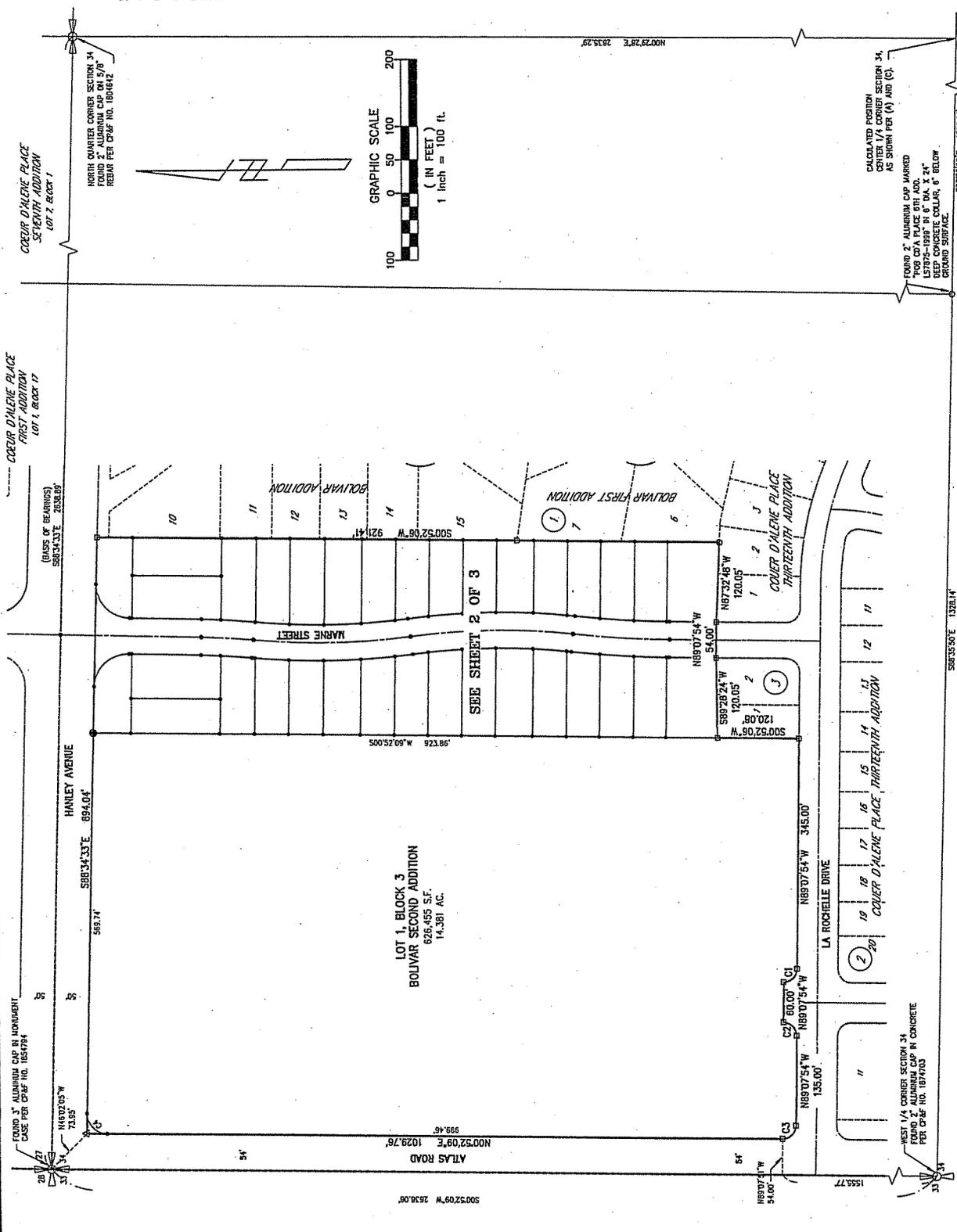
The subdivision agreement has a completion date of October 15, 2006 at which point the improvements are to be installed. If they have not been completed, the City has the ability to attach the security and complete their installation.

QUALITY OF LIFE ANALYSIS

Completion of this process will allow the developer to continue the extensive subdivision without impediment and protect the interests of the City with the installation of the required agreements and security's.

DECISION POINT RECOMMENDATION

1. Approve the final plat of Bolivar 2nd Addition.
2. Approve the Subdivision Improvement Agreement and installed security.



SURVEY REFERENCES

- A) COEUR D'ALENE PLACE THIRTEENTH ADDITION, RECORDED IN BOOK 1, PAGES 423, 424 AND 425.
- B) COEUR D'ALENE PLACE THIRTEENTH ADDITION, RECORDED IN BOOK 1, PAGES 463, 463A THROUGH 463C.
- C) COEUR D'ALENE TENTH ADDITION, RECORDED IN BOOK 1, PAGES 285 AND 286.
- D) RECORD OF SURVEY, BOUNDARY LINE ADJUSTMENT RECORDED IN BOOK 22, PAGE 171.
- E) BOLIVAR ADDITION, RECORDED IN BOOK 1, PAGES 187, 187A AND 187B.
- F) BOLIVAR SECOND ADDITION, RECORDED IN BOOK 1, PAGES 423, 423A THROUGH 423C.
- G) BOLIVAR FIRST ADDITION, RECORDED IN BOOK 1, PAGES 187, 187A AND 187B.

LEGEND

- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "8695".
- △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "8695".
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "NEM 9717".
- 5/8" x 3/4" REBAR WITH ALUMINUM CAP IN CORNER OF ALBINE GRANITE PAVEMENT MARKED "NEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
- SET 5/8" x 3/4" REBAR WITH ORANGE PLASTIC CAP MARKED "NEM 9717".
- 1/2" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "NEM 9717" OR LEAD PILE WITH TAG "NEM 9717" OR CONCRETE CURB MARKED "NEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.

① BLOCK NUMBER EXISTING -

② BLOCK NUMBER THIS PLAT

BASIS OF BEARINGS

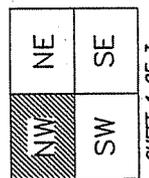
THE BEARINGS OF 588°34'33"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34 PER COEUR D'ALENE PLACE THIRTEENTH ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 1, PAGES 423, 423A THROUGH 423C WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT.



received
6-6-06
DG

BOLIVAR SECOND ADDITION
 BEING A REPLAT OF LOT 1, BLOCK 3 OF BOLIVAR FIRST ADDITION,
 LOCATED IN THE NORTHWEST QUARTER OF
 SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LOT 1, BLOCK 3
BOLIVAR SECOND ADDITION
 626,455 S.F.
 14.381 AC.



589002 BOLIVAR 2ND ADDN (PLAT#6)
ELC ASSOCIATES
 13730 E. MIRABEAU HWY
 SPOKANE VALLEY
 IDAHO 83401
 P 509.408.8884
 F 509.408.8884
 C 509.408.8884
 E-mail: elc@elc.com
 elc.com
 ENGINEERING
 ENVIRONMENTAL PLANNING
 LAND SURVEYING

SHEET 1 OF 3

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of August, 2006 between Greenstone-Kootenai, Inc., a corporation organized pursuant to the laws of the state of Idaho, with Jason Wheaton as President, whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Bolivar 2nd Addition, a thirty-two (32) lot residential subdivision in Coeur d'Alene, situated in the Northwest Quarter of Section 34, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developers agree to complete the following improvements: concrete curbing and sidewalk, asphalt paving, and storm water drainage facilities as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 15th day of October, 2006. Said improvements are more particularly described in the plans and specifications entitled "Bolivar 2nd Addition", dated May 24, 2006, signed and stamped by Doug Desmond, PE, # 10886, on file in the City Engineer's office and incorporated herein by reference.

The Developers, prior to recording the plat, shall deliver to the City, a Letter of Credit or some other form of security that is acceptable to the City Attorney, in the amount of One Hundred Five Thousand Five Hundred Ninety Three and 00/100 (**\$105,593.00**) securing the obligation of the Developers to complete the subdivision improvements referred to herein. The term of the **security shall extend at least one year** beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developers to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of Developers' default, Developers shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developers. 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 seals the day and year first above written.

CITY OF COEUR D'ALENE

Greenstone-Kootenai, Inc.

Sandi Bloem, Mayor

By: _____
Jason Wheaton, President

ATTEST:

Susan K. Weathers, City Clerk

PROJECT BONDING					
Cost Code	Description	budget amount	% complete	amount remaining	bonding amount
9-0110	Grading	\$ 33,161.40	100%	\$ -	\$ -
9-0120	Storm Drainage	\$ 29,594.32	80%	\$ 5,918.86	\$ 5,918.86
9-0130	Sewer	\$ 47,178.81	100%	\$ -	\$ -
9-0140	Water	\$ 60,289.45	100%	\$ -	\$ -
9-0150	Paving	\$ 29,406.50	0%	\$ 29,406.50	\$ 29,406.50
9-0151	Curbing	\$ 14,195.00	0%	\$ 14,195.00	\$ 14,195.00
9-0152	Sidewalk	\$ 20,875.00	0%	\$ 20,875.00	\$ 20,875.00
					\$ 70,395.36
				150%	\$ 105,593

CITY COUNCIL STAFF REPORT

DATE: August 15, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **Acceptance of the Utility Easement for the Sanitary Sewer Lift Station in the Bellerive Development**

DECISION POINT

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

HISTORY

The construction of the Bellerive subdivision required the installation of a sanitary sewer lift station to service the development. The location of the noted sanitary sewer lift station is out of the public right-of-way and therefore required an easement for operation and maintenance of the facility. The developer has elected to dedicate the easement in which the facility is situated, by separate instrument rather than on the plat document for the development.

FINANCIAL ANALYSIS

There is no financial impact to the City for the acquisition of the easement.

PERFORMANCE ANALYSIS

The NW Properties, LLC has granted the necessary easement, and is now in recordable form. Following acceptance by the City Council, the City Clerk's office will proceed with the recordation of the document.

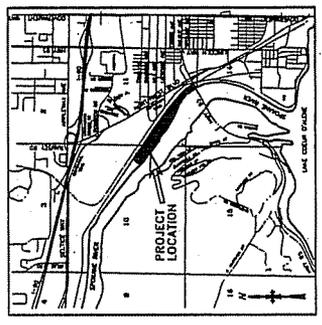
RECOMMENDATION

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

BELLERIVE

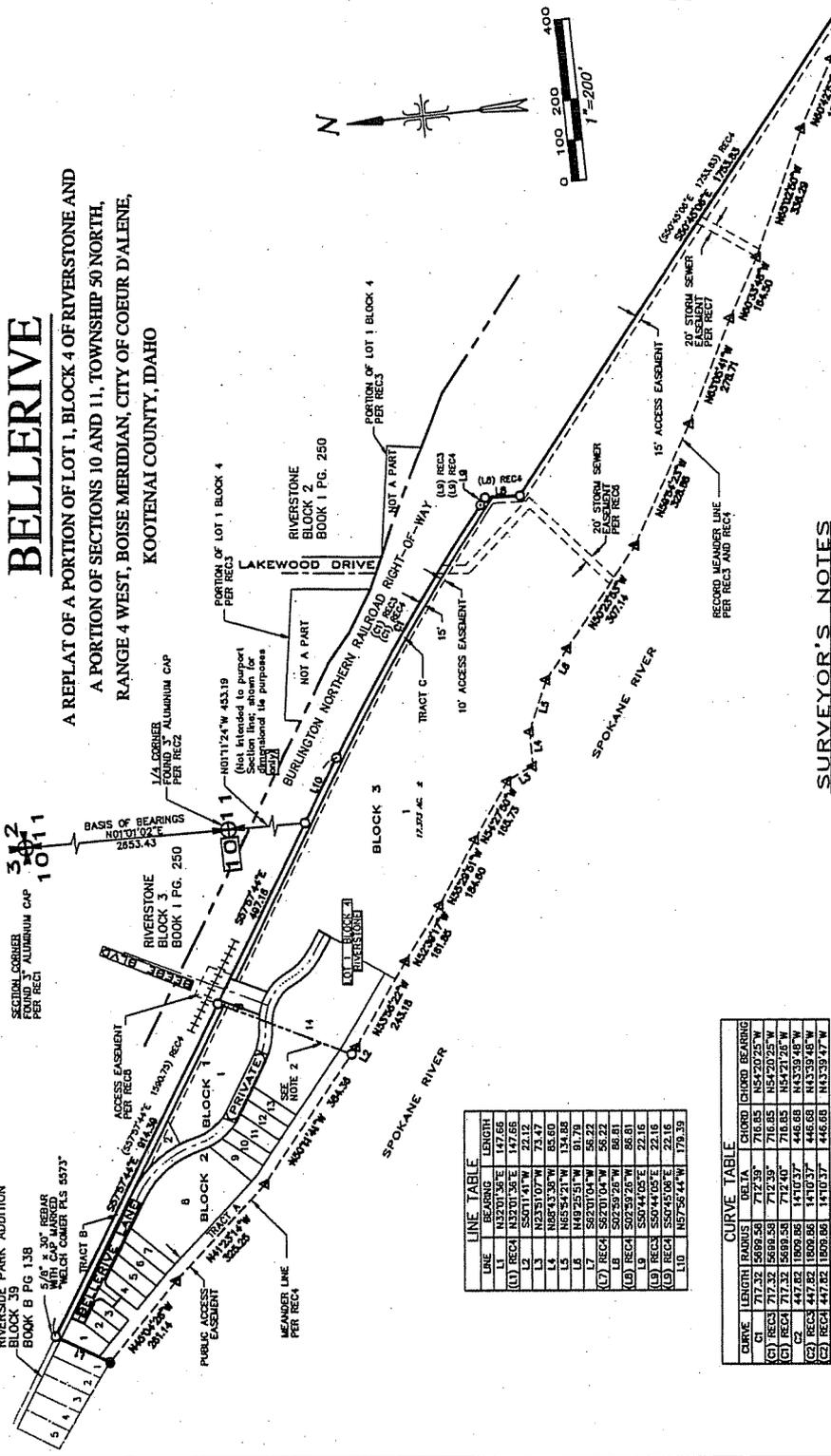
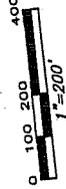
A REPLAT OF A PORTION OF LOT 1, BLOCK 4 OF RIVERSTONE AND
A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK NO. J PAGE 311
STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF: N.J. Properties
J-U-B ENGINEERS, INC.
DATE: 19 JUL 2008 AT 10:00 O'CLOCK P
RECORDED IN PLAT 4566 VOL. 208 OF 2008
BY: RONALD M. HODGE REGISTERED SURVEYOR



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING
N01°02'27"E WAS ASSUMED ON THE WEST LINE OF THE
NORTHWEST 1/4 OF SECTION 11, PER REC.



SURVEYOR'S NOTES

1. ANY MONUMENTS SHOWN HEREON NOT SET AT TIME
OF RECORDING THIS PLAT WILL BE SET NO LATER THAN
JULY 15, 2008
2. RIVERSTONE PLAT BOUNDARY PER REC

SURVEYOR'S CERTIFICATE

I, RONALD M. HODGE, A PROFESSIONAL LAND SURVEYOR IN
THE STATE OF IDAHO NO. 8575, HEREBY CERTIFY THAT THIS
PLAT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION.



LINE	BEARING	LENGTH
L1	N32°01'35"E	147.65
(1) REC4	N32°01'35"E	147.65
L2	S50°11'41"W	22.12
L3	N85°43'39"W	63.40
L4	N65°54'21"W	134.88
L5	N49°25'51"W	91.79
L6	S82°01'04"W	55.22
(7) REC4	S82°01'04"W	55.22
L8	S02°59'25"W	86.91
(8) REC4	S02°59'25"W	86.91
L9	S50°44'05"E	22.16
(9) REC4	S50°44'05"E	22.16
(9) REC4	S04°45'08"E	22.16
L10	N57°35'44"W	179.39

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	717.32	56992.58	712.39	716.85	N54°20'25"W
(1) REC4	717.32	56992.58	712.39	716.85	N54°20'25"W
C2	447.82	18099.86	447.00	448.68	N43°39'48"W
(2) REC4	447.82	18099.86	447.00	448.68	N43°39'48"W
C3	477.82	18999.86	476.37	478.68	N43°39'49"W
(3) REC4	477.82	18999.86	476.37	478.68	N43°39'49"W

RECORD INFORMATION

- REC1: Corner Perpetuation and Filing Record, Inst. No. 1310215
- REC2: Corner Perpetuation and Filing Record, Inst. No. 1287350
- REC3: Plat of Riverstone Book 1 Page 250 Inst. No. 1656643
- REC4: Record of Survey Book 13 Page 68 Inst. No. 1307110
- REC5: Highway Plans US 95 F-FG-5115(4) Sheets 11 & 13 of 31
- REC6: Grant of Easement Book 264 Page 394 Inst. No. 637297
- REC7: Grant of Easement Book 289 Page 13
- REC8: Easement, Inst. No. 1928950

LEGEND

- ⊕ Found Aluminum Cap
- Found 5/8" Steel Pin with Yellow Plastic Cap marked "JUB ENGINEERS PLS 4566", unless otherwise noted
- Set Steel Pin 5/8" Diameter X 30" Long with Plastic Cap marked "HODGE 8575"
- ▲ Calculated Point, nothing found or set
- ++++ Existing Railroad Tracks

FINAL PLAT OF BELLERIVE

A PORTION OF SECTIONS 10 AND 11
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO



J-U-B ENGINEERS, Inc.
785 Alexander Blvd., Ste 105
Coeur d'Alene, Idaho 83814
Phone: 208.762.2787

DWG NAME: 080905 final plat, plm 1
DES. RBW/DR. MAT CH. CH. SHEET 1 OF 4
DATE: MARCH 2008 PROJECT NO.: 2005018
SCALE: 1"=200'

GRANT OF UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **NW PROPERTIES, LLC**, an Idaho limited liability company, the **GRANTORS**, whose address is at P.O. Box 3070, Coeur d'Alene, Idaho, 83816, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged, do hereby, grant, quitclaim and convey unto the **CITY OF COEUR D'ALENE**, a municipal corporation, the **GRANTEE**, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho, 83814, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of a sanitary sewer pump station, over, on and through the following described property:

See attached "Exhibit A" and "Exhibit B"

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

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

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

This agreement shall be binding upon the **GRANTEE'S** and **GRANTOR'S** heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, the **GRANTORS** have caused this instrument to be executed, this 31st day of July, 2006.

By: 
Marshall R Chesrown, Managing Member

STATE OF IDAHO)
) SS
COUNTY OF Kootenai)

On this 31st day of July, 2006, before me a Notary Public, personally appeared MARSHALL W. CHEERON, known or identified to me to be the individual/s who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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



Debra L. Knudson

Notary Public for the State of ~~Idaho~~ WASHINGTON

Residing at: Spokane, WA

My Commission Expires: 3/31/2007

EXHIBIT "A"

Legal Description of Utility Easement Area

June 7, 2006

An exclusive easement for utility use, over, under and across that part of Lot 1, Block 1; BELLERIVE, according to the plat recorded in Book "J" of plats, Page 311, Kootenai County, Idaho, more particularly described as follows:

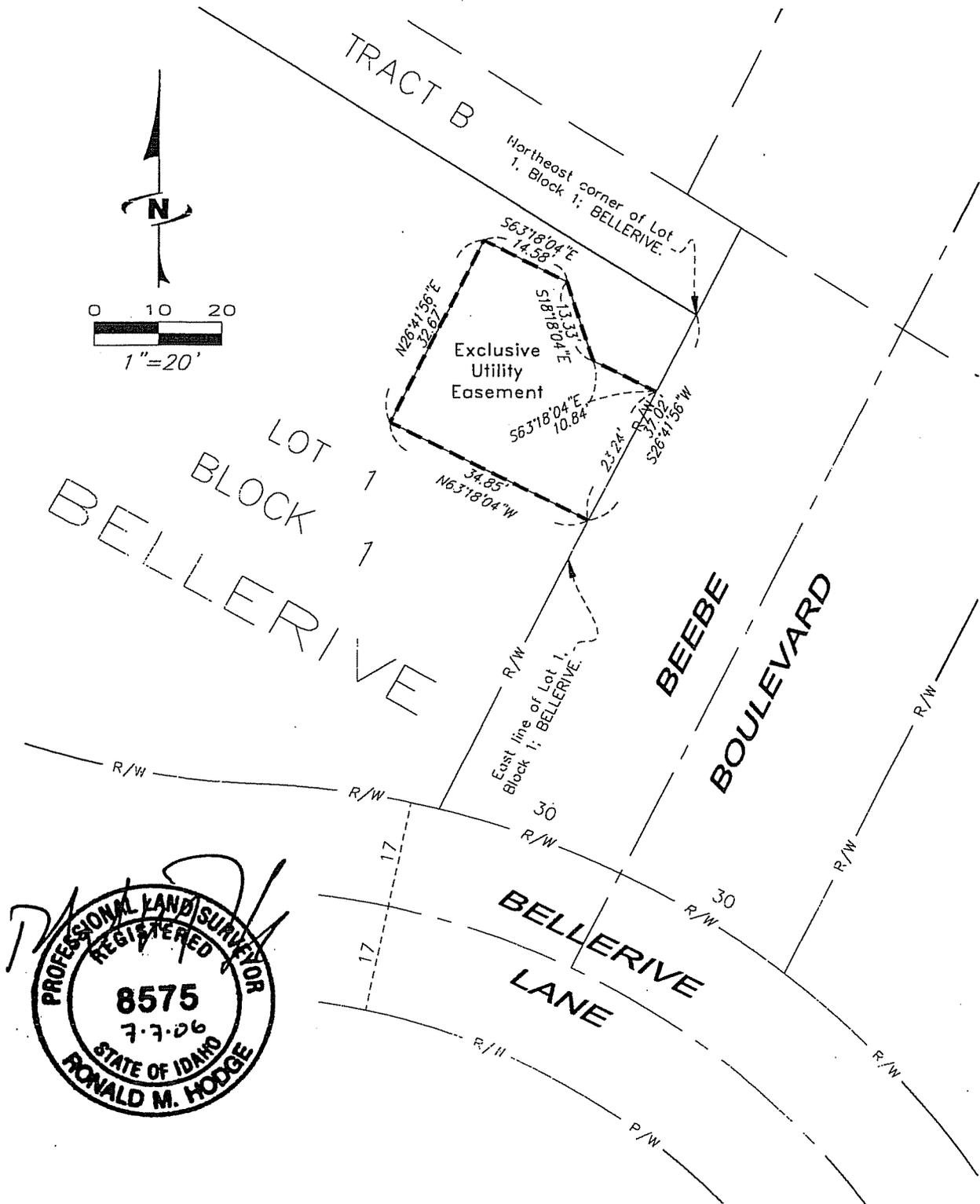
Commencing at the northeast corner of said Lot 1; thence South 26°41'56" West, along the east line of said Lot 1, a distance of 37.02 feet to the POINT OF BEGINNING; thence North 63°18'04" West, a distance of 34.85 feet; thence North 26°41'56" East, a distance of 32.67 feet; thence South 63°18'04" East, a distance of 14.58 feet; thence South 18°18'04" East, a distance of 13.33 feet; thence South 63°18'04" East, a distance of 10.84 feet to said east line; thence South 26°41'56" West, along said east line, a distance of 23.24 feet to the POINT OF BEGINNING.

Containing 992 square feet or 0.023 acres, more or less.



EXHIBIT "B"

Sketch Depicting Location of Utility Easement Area



**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Neider Square, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of the Neider Square, a one building, five (5) unit commercial condominium development.

HISTORY

Applicant: David O. Jensen
309 Birch Haven Drive
Sagle, ID 83860

Location: Southwest corner of Neider Avenue and Government Way.

Previous Action:

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

FINANCIAL ANALYSIS

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

PERFORMANCE ANALYSIS

The subject property is occupied by the newly constructed commercial building that has been separated into five (5) commercial condominium units. All site development issues were previously addressed when the existing structure was constructed, and, with the previous Government Way reconstruction project.

QUALITY OF LIFE ANALYSIS

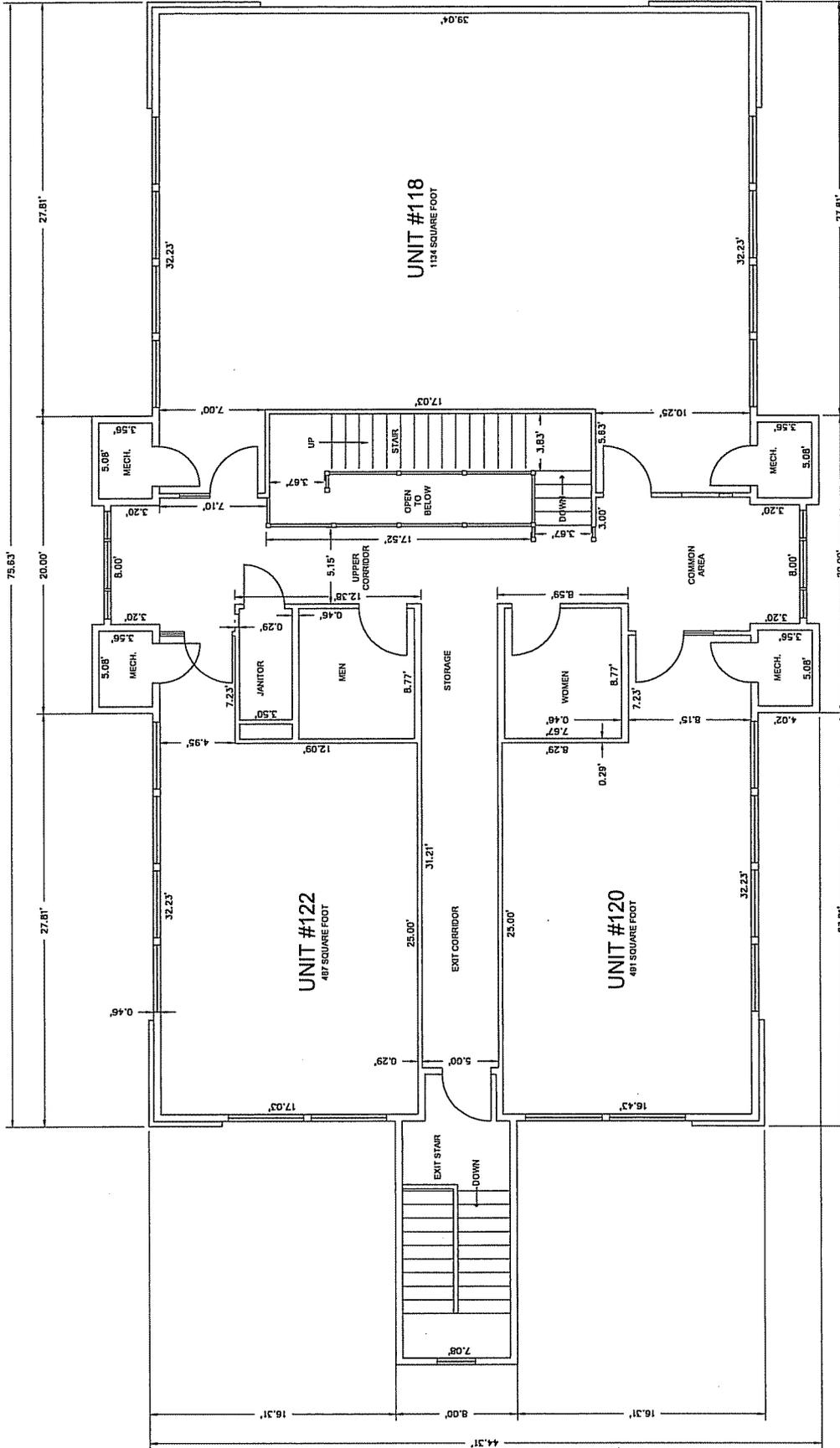
The condominium building is an existing structure, and, final plat approval will allow the developer to proceed with the sale of individual units.

DECISION POINT RECOMMENDATION

1. Approve the final plat of Neider Square.

NEIDER SQUARE

A PORTION OF THE NORTH HALF OF LOT B IN THE PLAT OF HOLLAND HILL TRACT,
IN THE SOUTHEAST QUARTER OF SEC. 2, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



RUSSELL G. HONSAKER, P.L.S. #2895

NEIDER SQUARE UPPER LEVEL PLAN	DATE: 03/27/06
SCALE: 1"=5'	PROJECT: 2-50N-4W N69
DATE: 03/27/06	FILE: N69-PLAT

**CITY COUNCIL
STAFF REPORT**

DATE: August 15, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Creekside Meadows, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of the Creekside Meadows, a two (2) lot, residential development.

HISTORY

Applicant: George Ciccone
3129 E. Springview Drive
Coeur d'Alene, ID 83814

Location: East side of 23rd Street, directly south of French Gulch Road.

Previous Action:

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

FINANCIAL ANALYSIS

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

PERFORMANCE ANALYSIS

The subject property is occupied by two (2) single family dwellings that is being separated to allow for the individual sale of the residences. All site development issues have been previously addressed and there were no conditions attached to the subdivision approval.

QUALITY OF LIFE ANALYSIS

Final plat approval will allow for the sale of units individually.

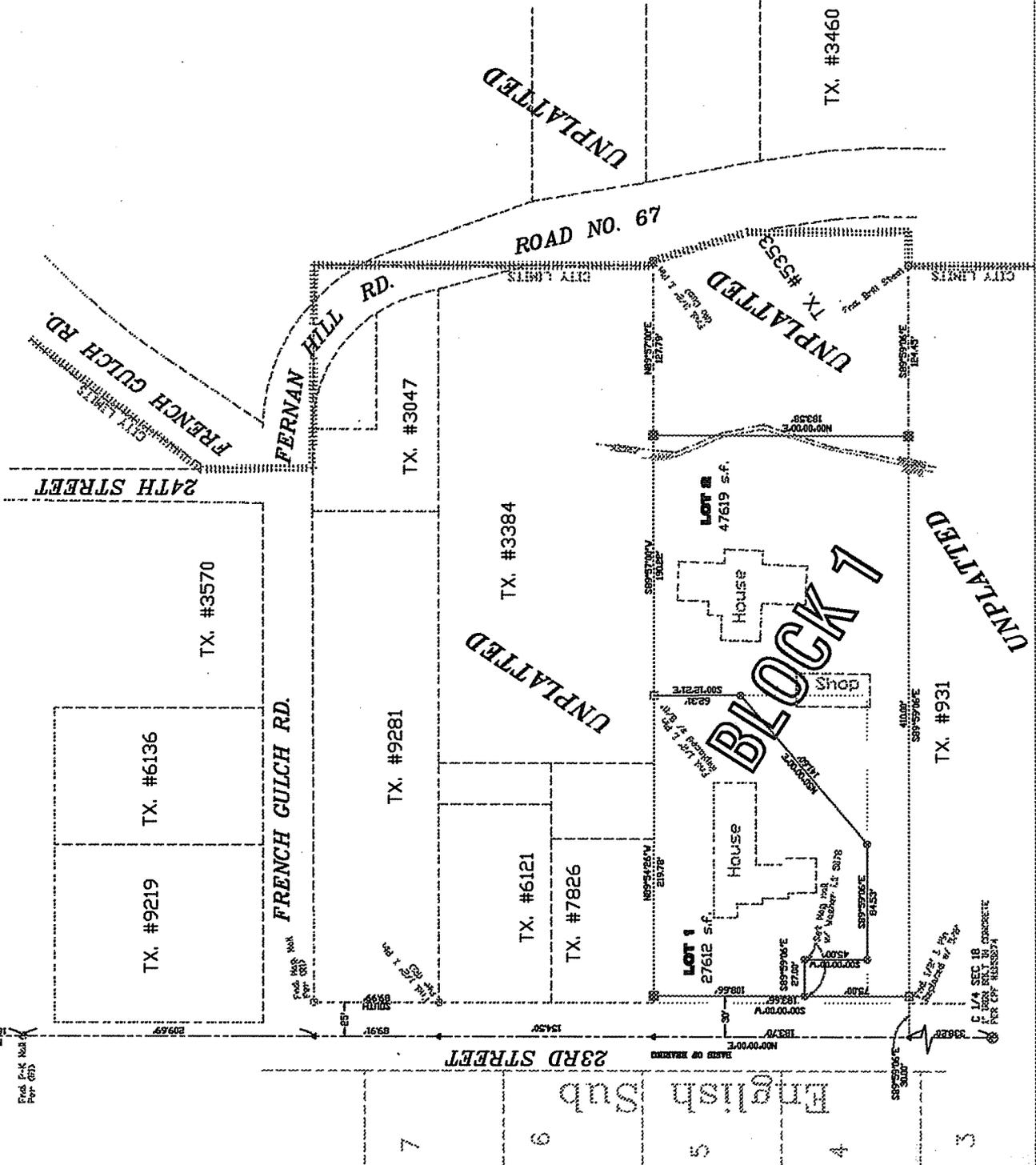
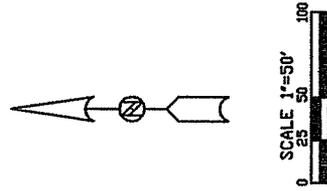
DECISION POINT RECOMMENDATION

1. Approve the final plat of the Creekside Meadows subdivision.

CREEKSIDE MEADOWS

A PORTION OF THE SW 1/4, NE 1/4, SECTION 18, T.50N., R.3W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

N 1/4 SEC 18
R3A S30E
P14 OF P 8 1468469



BASIS OF BEARING
NORTH AS SHOWN BY THE CORNER OF THE NE 1/4
PER 061-25-75, 1/2, 1/4, 3/4, 1/8

LEGEND
A CALCULATION POINT NOTHING FOUND OR SET
C FOUND AS RECORDED
S SET 1/27654' 1. PIN W/TPC 5078
S SET 5/87335' 1. PIN W/TPC 5078
C1 Replace Existing w/ 5/87335' 1. PIN W/TPC 5078

REFERENCES
C85 RECORDED SURVEY BOOK 14, PAGE 1
C85 RECORDED SURVEY BOOK 14, PAGE 2
C85 RECORDED SURVEY BOOK 14, PAGE 3
C85 RECORDED SURVEY BOOK 14, PAGE 4
C85 RECORDED SURVEY BOOK 14, PAGE 5
C85 UNRECORDED SURVEY BY L5587 5/21/64
C85 UNRECORDED SURVEY BY L3711 1/6/65
C85 UNRECORDED SURVEY BY L3733 11/7/65
C85 UNRECORDED SURVEY BY 0615816 10/26/68



SHEET 1 OF 2
LAND SURVEYING
K.A. BIRTSCH & ASSOC., INC.
P.O. BOX 700
9751 GOV'T WAY, SUITE 5
HAYDEN LAKE, IDAHO 83835
PHONE: (208) 338-9567 / (208) 338-9568

55-17-96

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

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

[Office Use Only] Amt Pd 25
 Rec No 0206608
 Date 7/28/06
 Date to City Council: 8/15/06
 Reg No. _____
 License No. _____
 Rv _____

PAID

JUL 31 2006

Check the ONE box that applies:

<input type="checkbox"/> Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/> Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/> Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/> Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/> Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/> Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/> Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/> Transfer of ownership of a City license with current year paid	\$2500

City of CDA Finance

Business Name	FORT GROUND Grill
Business Address	704 River Ave
City, State, Zip	CDA ID 83814
Business Contact	Telephone Number: 676-9049 Fax: _____
Manager Name	MICHAEL DePASQUALE
Manager Home Address	3795 Loxton Loop - CDA 83815
Manager Information	Social Security No. <u>035-44-3969</u> Date of Birth <u>7-8-60</u>
Manager Contact	Telephone: 208 Cell: 689-0886 e-mail: MDePasquale@adephia.ne
Manager Place of Birth	Providence RI
License Applicant	Michael DePasquale
Filing Status (circle one)	Sole Proprietor <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Other <input type="radio"/>
Address of Applicant	SAME
Applicants Prior Address for past five years	ON File
Applicants Prior Employment for past 5 years	ON File - MICHAEL D'S BATEM

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

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

[Office Use Only] Amt Pd 25-
Rec No 208649
Date 1/18/06
Date to City Council: 8/15/06
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid	<u>\$ 2500</u>

Business Name	Silver Lake Motel
Business Address	6160 & 6065 Sunshine St
City State Zip	Coeur D Alene ID 83814
Business Contact	Telephone Number: 208 772 8595 Fax:
Manager Name	Steve Meyer
Manager Home Address	1130 E Skyline Dr
Manager Information	Social Security No. 538 68 6968 Date of Birth 12-30-58
Manager Contact	Telephone: 208 765 5930 Cell: 208 704 3831 e-mail: kitchbig@lymail.com
Manager Place of Birth	Spokane WA
License Applicant	Steve Meyer
Filing Status (circle one)	<input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> LLC <input type="radio"/> Other
Address of Applicant	1130 E Skyline Dr Coeur d'Alene ID 83814
Applicants Prior Address for past five years	949 Nantucket Blvd Salinas CA 93906
Applicants Prior Employment for past 5 years	NA Self Employed

PUBLIC WORKS STAFF REPORT

DATE: July 24, 2006
FROM: Tim Martin, Street Superintendent
SUBJECT: **REQUESTING PERMISSION TO AUCTION USED 1984 C&CH
AQUA TECH JET TRUCK ON CITY WEBSITE**

DECISION POINT:

Request Council authorization to auction our 1984 used C&CH Aqua Tech Jet truck.

HISTORY:

This vehicle was deemed surplus by city council in June. At this time the city of Plummer had asked us if there was a way to purchase this vehicle from the city directly. After consulting with City Attorney (Mr. Gridley) and Deputy City Attorney (Mr. Wilson), Idaho law allows us to put this equipment to bid on our website, with authorization to sell to counties and other municipalities. This is similar to what Water Superintendent Jim Markley did with some older water parts.

FINANCIAL ANALYSIS:

This vehicle does not have a value to citizens other than other municipalities who have storm and sewer lines that they must clean. Research shows that similar models have a value in the price range of \$500.00 to \$1000.00. In last years stormwater budget we purchased a newer model Jett truck from Sid in wastewater that is fitting our needs.

Another alternative would be to lease or loan this vehicle to other municipalities

.

PERFORMANCE ANALYSIS:

This 1984 C&CH Aqua Tech Jet truck is in fair to good shape for a municipality that would require occasional use.

DECISION POINT/RECOMMENDATION:

Request Council to put on the city website and ask at a starting price of \$800.00 this vehicle.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 7, 2006
FROM: David E. Shults, Capital Program Manager
SUBJECT: Procurement of Wastewater Plant Emergency Generator Replacements

=====

DECISION POINT:

The Council is requested to approve the specifications for purchase of two wastewater plant emergency generators, and to authorize advertisements for bids.

HISTORY:

The generator that is used at the wastewater plant for emergency power is undersized and outdated. The utility's ongoing equipment replacement program has anticipated replacement of this equipment for several years. The City Council authorized an agreement with HDR Engineering to assist with design and specifications for procuring the equipment and for making modifications at the plant to accommodate two generators to replace the existing undersized generator. The bidding documents are now available and the wastewater department would like to begin procurement as soon as possible. The Phase 4B project construction contractor has incorporated new electrical equipment and controls that are needed for the generators as a part of the Phase 4B improvements, and is available to assist with installation of the generators when they are received.

FINANCIAL ANALYSIS:

Phase 4B cost for electrical equipment and controls	67,542
Engineer's estimate for two generators	\$115,000
Engineer's estimate for installation	21,000
Engineering design	<u>12,196</u>
Total	\$215,738

Approved FY 06-07 budget for influent generator replacement \$220,000

DISCUSSION:

In response to the utility's interest for increased emergency preparedness and infrastructure security, several improvements are being made to the treatment plant's strategy for assuring availability of electrical power for continuous wastewater treatment in any emergency. The Phase 4B project will provide connections to two different Avista substations, so that if one is out of service the other may be available to power the plant. If some catastrophic event occurs, such as Ice Storm '96, and both substations are out of service, the plant's emergency generators will provide a portion of the electricity that is needed for crucial plant and lift station functions. Recent plant upgrades and expansions have outgrown the capability of the existing 100 kW generator. HDR Engineering has assisted staff to design appropriately sized replacement equipment consisting of a new 250 kW and a new 100 kW diesel-powered generator. The larger generator would be located on the south side of the plant to run a portion of the new influent pump station and screening facilities. The smaller generator would be located at the north end of the plant to run the effluent pumps and chlorination system and emergency scrubber system. The Council has previously approved installation of related automatic switch gear and upgraded motor control centers by the Phase 4B contractor.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the specifications for purchase of two wastewater plant emergency generators, and to authorize advertisements for bids.

des1185

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 7, 2006
FROM: David E. Shults, Capital Program Manager
SUBJECT: Procurement of Wastewater Plant Polymer Equipment Replacement

=====

DECISION POINT:

The Council is requested to approve the specifications for purchase of wastewater polymer equipment, and to authorize advertisements for bids.

HISTORY:

The polymer equipment that is used for processing of wastewater solids at the treatment plant is malfunctioning, undersized, and outdated. The utility's ongoing equipment replacement program has anticipated replacement of the equipment at this time. The City Council authorized an agreement with HDR Engineering to assist with design and specifications for procuring the equipment. The bidding documents are now available and the wastewater department would like to begin procurement as soon as possible. The Phase 4B project construction contractor is available to assist with installation of the equipment and appurtenant piping and control circuits.

FINANCIAL ANALYSIS:

Engineer's estimate for equipment	\$200,000
Engineer's estimate for installation	40,000
Engineering design	<u>20,300</u>
Total	\$260,300

Approved FY 06-07 budget for solids polymer mixer \$60,000
Sufficient reserves exist in the Wastewater Fund to fund the additional cost.

DISCUSSION:

Replacement of the polymer mixing, storage, and delivery system is necessary for reliable and efficient dewatering of the wastewater biosolids. Polymer added to the biosolids allows maximum dewatering, which, in turn, reduces the volume of biosolids and bark handled and stored at the compost facilities.

The specifications are prepared to assure that the City receives good quality equipment that is known in the wastewater industry to perform reliably over many years. The estimated cost is greater than initially anticipated due to many factors, including increased size, redundant pumps, cost inflation, extra installation costs for relocating various components in available spaces, and engineering and contractor assistance.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the specifications for purchase of wastewater polymer equipment, and to authorize advertisements for bids.

DATE: AUGUST 9, 2006
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 19, 2006

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-8-06	Zone change from MH-8 (Manufactured Home) to R-12 (Residential at 12 units/acre) Applicant: Lela Wilson Location: 3615 N. Fruitland	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **September 19, 2006.**

JS:ss

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

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

PARKS & RECREATION COMMISSION MINUTES AUGUST 7, 2006 - 5:30 P.M. COUNCIL CHAMBERS – CITY HALL

MEMBERS PRESENT:

Lee Shellman, Chairman
Scott Cranston, Vice Chairman
Al Hassell, Council Liaison
Jim Lien
Mike McDowell
Aaron Johnson, Student Rep

STAFF PRESENT:

Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Mike Darcy, Recreation Specialist
Howard Gould, Building Maintenance Supervisor
Jackie Carbone, Parks Secretary

MEMBERS ABSENT:

Bridget Hill
Dave Patzer

GUESTS PRESENT:

None

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

1. Roll Call

Five members present and three members absent, resulting in an official quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner McDowell led the Pledge of Allegiance.

3. APPROVAL JULY 10, 2006, MINUTES

Motion was made by Commissioner Cranston to approve the July 10, 2006, minutes.
Motion was seconded by Commissioner McDowell. Motion passed.

4. PUBLIC COMMENTS

There were no public comments.

Chairman Shellman complimented and expressed thanks to the Fire Department personnel who responded to the fire on Tubbs Hill earlier in the day.

5. CONFLICT OF INTEREST DECLARATION

There were no conflicts of interest declared.

6. MEETING NOTIFICATION *(Information Only)*

Doug Eastwood asked for help from the Commissioners in providing quicker responses regarding their attendance at the meetings and workshops. If possible, he would like to know a week before the meeting who will be attending to make sure there will be enough members to hold a meeting or workshop. Chairman Shellman commented that starting with the September, after vacations have ended and school begins, meeting responses should be more timely.

7. MASTER PLAN UPDATE *(Information Only)*

Doug Eastwood gave an update on the booth set up at the Taste of the Coeur d'Alenes in City Park to collect information from the public to be used to kick off the update of the Parks & Recreation Master Plan. There were a large number of volunteers that offered to work the booth, each for several hours, during the 3-day event. He gave thanks Lee Shellman, Yvonne Hallock, Larry Strobel, Al Hassell, Ralph Shay, Jay Walden, Mike Gridley, Bob Macdonald, Ron Edinger, George Ives, Anneke Connaway, Bob Hallock, Richard Gibbon, Peter Luttrupp, Dee Eastwood, Carolyn Classen, Vicki Campbell, Tina Johnson, John Schwandt, Nils Rosdahl, and Howard Gould. Hugo Lecomte, Trails Coordinator, did a great job in organizing and coordinating the activities in the booth. The wheel of prizes (which was spun after completing a survey) and the placing of dots on a board showing which parks the people had visited recently were very popular. He asked that each of the Commissioners complete one of the surveys at the end of tonight's meeting.

This is just the beginning of a 9-12 month project. The next step will be a mass mailing to homes in the area asking for input from both children and adults regarding parks and recreation issues. There will then be a series of public workshops held to allow for public input in developing the Master Plan update. He asked that anyone that would like to be notified of the dates and times of these meetings call the Parks Department and give their name and email address.

8. GRAFFITI *(For Discussion Only)*

Doug Eastwood explained that some graffiti that has appeared on the new water tank on Tubbs Hill has caused a review of the current graffiti ordinance. There is not yet a graffiti "problem" in Coeur d'Alene but it is a good time to review the ordinance to assure that any future problems that may arise can legally be mitigated. Currently the Parks Department has been removing graffiti the same day it is discovered. The Executive Team will also be reviewing the ordinance.

9. MICRO-SOCCER FEE CHANGE *(Council Action Required)*

Mike Darcy, Recreation Specialist, presented a proposal to eliminate the need to hire officials and supervisors for the micro-soccer teams, ages 5 and 6. He said that parents who coach the teams have also been officiating the team. Interaction with parents rather than hired officials is very beneficial for this age group. He is proposing that the registration fee be waived for parents that agree to coach a team and the Recreation staff would then supervise the games. The cost of waiving the registration fees, estimated to be \$500, would be much less than the cost of hiring officials and supervisors at a cost of \$940. The savings would remain in the Recreation

Department's part-time budget to pay for officials for the upper level teams since participation has been increasing dramatically in that area.

Motion was made by Commissioner Lien to forward a recommendation to the City Council to approve the waiver of the registration fee for parents who sign up to coach Micro-Soccer-. Motion was seconded by Commissioner McDowell. Motion passed.

10. PARK STORAGE BUILDING *(Council Action Required)*

Howard Gould, Building Maintenance Supervisor, explained to the Commission that the Parks Department has a need for additional space to store their equipment out of the weather. A pole barn type storage building is being proposed for the vacant lot at the N/E corner of Short and C Streets across the street from their current maintenance shop at 1053 C Street. He is currently requesting proposals for a 30'x50'x10' pole barn building which would have 4-10'x30' open-front bays and 1-10'x30' enclosed bay which could be locked for secure storage of smaller equipment and tools..

The \$60,000 cost has been allocated in the Parks Department budget with \$30,000 from FY 05/06 and \$30,000 from FY 06/07. Doug Eastwood assured the Commission that the cost of the building would not exceed this allocation. All required permits will be obtained by the Parks Department.

Motion was made by Commissioner Cranston to forward a recommendation to the City Council to authorize the installation of a new storage building at the N/E corner of Short & C Streets. Motion was seconded by Commissioner McDowell. Motion passed.

Commissioner McDowell suggested that the Parks Department might want to check out the costs for enclosing and securing the entire building. Howard explained that the lot would be completely surrounded with a locked cyclone fence. Commissioner Hassell asked that a site plan be presented to the City Council along with the recommendation.

11. MILL RIVER DOCK – ORDINANCE 8.25.025 CHANGE *(Council Action Required)*

Doug Eastwood presented a change to Municipal Code Section 8.25.025 – WATERCRAFT MOORING TIME RESTRICTIONS AT CITY DOCKS by adding a paragraph for use of the city docks at the new Mill River Park. These docks would have the same moorage rules as the city dock at the end of First Street. Chairman Shellman asked about the policing of this new dock. Doug answered that, at this time, there is no official security assigned to that area. Problems at the dock will be addressed when brought to the attention of the Parks Department. It may be possible that the residents in the area would keep an eye on activities at the dock.

Motion was made by Commissioner McDowell to forward a recommendation to the City Council to amend Municipal Code Section 8.25.025 – WATERCRAFT MOORING TIME RESTRICTIONS AT CITY DOCKS to include a new paragraph regarding mooring regulations at the city dock at the new Mill River Park on the Spokane River. Motion was seconded by Commissioner Lien. Motion passed.

12. HREC / LWCF WORKSHOP UPATE *(For Information Only)*

Doug Eastwood reported on the workshop held on July 27, 2006, with the City Council, the Human Rights Education Institute and the Parks and Recreation Commission. The Human Right Education Center conceptual plan had been given to the Idaho Department of Parks & Recreation for their review. IDPR referred the plan to the National Park Service. It was their combined finding that the proposed plan, which enlarges the footprint of the existing building, would constitute a conversion under the Land and Water Conservation Funding program.

The current Four Corners Concept was discussed. Another location for the HREC was considered that may fit into this concept. The vacant lot just north of the existing HREC building across Mullan Ave could be an option. LCDC has been discussing the possibility of obtaining the old Kerr Oil building and the grounds at that location.

13. WORKSHOP – August 21 or 28, 2006 *(For Discussion)*

Commissioners decided to schedule a workshop for August 21, even though several members may be unavailable, in case there is a need to discuss any important issues that are pending. The workshop may be cancelled if no issues arise. The next workshop would then be in late September.

Motion was made at 6:19 pm by Commissioner Cranston to adjourn the meeting to a workshop at 12:00 pm on Monday, August 21, 2006, at the Iron Horse Restaurant. Motion was seconded by Commissioner McDowell. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

NEXT WORKSHOP: Monday, August 21, 2006 - 12:00 pm at Iron Horse Restaurant

NEXT MEETING: Monday, September 11, 2006 - 5:30 pm in Council Chambers

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

DATE: August 7, 2006
FROM: Michael Darcy, Recreation Specialist
SUBJECT: **MICRO SOCCER FEE CHANGE** *(Council Action Required)*

DECISION POINT:

Part 1: To eliminate officials on games and have parents and coaches do the officiating.
Part 2: Waive registration fee for parents who sign up to coach.

HISTORY:

The sport in its initial design was meant to be run and officiated by parents and coaches, where interaction with their own children at this age is probably more beneficial to the child.

Limited officials have been assigned over the years to officiate the activity.

FINANCIAL ANALYSIS:

2006 Spring Soccer season

Officials salary:	\$532.00
Supervisors salary:	\$408.00
Total salary:	\$940.00

Fees collected from 42 coaches:	\$500.00
(Res 34)	
(Non-R 8)	

Projected savings:	\$440.00
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PERFORMANCE ANALYSIS:

We will no longer assign officials or part-time supervisors to run the activity on game days. Many coaches already officiate their own matches and full time staff will now supervise the activity.

This is the easiest sport we have to coach and officiating is just not that difficult.

RECOMMENDATION:

Staff recommends that the City Council approve the waiver of the registration fee for parents who sign up to coach Micro soccer. The loss in revenue will be offset by the salary that will no longer be paid out to employees.

**PARKS AND RECREATION COMMISSION
STAFF REPORT**

DATE: August 7, 2006
FROM: Howard Gould, Building Maintenance Supervisor
SUBJECT: **PARK STORAGE BUILDING** *(Council Action Required)*

DECISION POINT:

Recommend approval of a storage building for the Parks Department.

HISTORY:

The city acquired the vacant lot on S/E corner of Short & C Streets about seven years ago for the purpose of storing equipment and supplies. We currently store equipment in the shed near the entrance to the City Park and have outgrown this building.

FINANCIAL ANALYSIS:

It is estimated to cost approximately \$60,000 to install a storage building at the proposed site. There is \$30,000 available this fiscal year and an additional \$30,000 will be available on October 1, 2006, to complete the project.

PERFORMANCE ANALYSIS:

The new building would be a pole barn half-shelter with four 10' x 20' stalls. The last stall would be fully enclosed with an 8' roll-up door and concrete floor. The shelter would be used to store equipment out of the weather and would have a place for parts to be securely stored and locked.

This proposed building would not replace the shed in the City Park but would get us nearer to doing that. If we do not replace the existing building at its current location in City Park, a second building will be needed at another location before we can remove the existing shed. The other location would need to be somewhere in the City Park / McEuen Field corridor.

DECISION POINT / RECOMMENDATION:

Forward a recommendation to the City Council to authorize the installation of a new storage building at the S/E corner of Short & C Streets.

COUNCIL BILL NO. 06-1024
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 8.25.025 'WATERCRAFT MOORING TIME RESITRICTIONS AT CITY DOCKS' AND 8.25.030 'SWIMMING PROHIBITED AT CITY DOCKS', TO INCLUDE THE DOCK LOCATED AT THE MILL RIVER PARK; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 8.25.025, is hereby amended to read as follows:*

8.25.025: WATERCRAFT MOORING TIME RESTRICTIONS AT CITY DOCKS:

A. No person shall moor a watercraft at the dock located at the Mill River Park for more than six (6) hours during any twelve (12) hour period. No watercraft shall be moored at the dock located at the Mill River Park at any time between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

AB. No person shall moor a watercraft at the dock located at the south end of First Street for more than six (6) hours during any twelve (12) hour period. No watercraft shall be moored at the dock located at the south end of First Street at any time between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

BC. Boats moored at the docks located at the south end of Third Street are subject to the following regulations:

1. No person shall moor a watercraft for more than thirty (30) minutes along any dock located at the south end of Third Street when a portion of the dock is painted red.

2. Watercraft may be moored at all docks at the south end of Third Street, other than those of which any portion is painted red, between the hours of eight o'clock (8:00) A.M. and ten o'clock (10:00) P.M. for no more than six (6) hours. There shall be no moorage fee for that time period.

3. Watercraft may be moored at all docks located at the south end of Third Street, other than those of which any portion is painted red, between the hours of ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. subject to the conditions set out in subsections B4, B5, B6, and B7 of this section, provided that a fifteen dollar (\$15.00) moorage fee be paid for each period between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. or for any portion thereof.

4. No watercraft may be moored between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. or any portion thereof for more than two (2) consecutive nights.

5. No watercraft may be moored at any dock located at the south end of Third Street between ten o'clock (10:00) P.M. and eight o'clock (8:00) A.M. or any portion thereof for more than two (2) consecutive nights.

6. No watercraft may be moored at any bay of any dock located at the south end of Third Street if its overall length exceeds the length of said bay.

7. No barbecuing, open flames, smoking, or alcoholic beverages shall be allowed at any time upon any of the docks located at the south end of Third Street.

ED. This section shall not apply to emergency, patrol, or rescue watercraft authorized by the city, nor to watercraft owned by the city, or providing repairs to city property at the request of the city, nor to watercraft owned and operated by another governmental agency.

SECTION 2. *That Coeur d'Alene Municipal Code Section 8.25.030, is hereby amended to read as follows:*

8.25.030 SWIMMING PROHIBITED AT CITY DOCKS:

No person shall swim within one hundred feet (100') of the Coeur d'Alene city docks located at the south end of First Street and the south end of Third Street in said city, nor shall any person swim to or from the city commercial dock located at Independence Point, [nor shall any person swim within 100' of the outside of the city dock located at Mill River Park on the Spokane River](#) in Coeur d'Alene, Kootenai County, Idaho.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any

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

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

APPROVED, ADOPTED and SIGNED this 15th day of August, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Sections 8.25.025 and 8.25.030

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 8.25.025 'WATERCRAFT MOORING TIME RESITRICTIONS AT CITY DOCKS' AND 8.25.030 'SWIMMING PROHIBITED AT CITY DOCKS', TO INCLUDE THE DOCK LOCATED AT THE MILL RIVER PARK; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Sections 8.25.025 and 8.25.030, 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 15th day of August, 2006.

Warren J. Wilson, Deputy City Attorney

OTHER BUSINESS

COUNCIL BILL NO. 06-1020
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.48.020 REDUCING THE PLANNING AND ZONING COMMISSION MEMBERS FROM 9 TO 7; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the General Services Committee on January 9th, 2006, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 2.48.020, is hereby amended to read as follows:*

2.48.020 MEMBERSHIP; TERMS; VACANCIES; COMPENSATION:

A. The planning and zoning commission of the city shall consist of ~~ten-eight (108)~~ members. The members shall be appointed by the mayor and confirmed by the city council and members may, in like manner, be removed. All members of the commission shall have continuously resided in the county for two (2) years prior to their appointment. The members of the commission shall be residents of the city during their term of office; provided, three (3) members may be nonresidents living within Kootenai County and employed within the city limits of Coeur d'Alene. One member shall be a high school student, who attends school within the boundary of School District 271, between the ages of fourteen (14) and eighteen (18) years old and shall serve in an advisory capacity only and may not vote. The term of office for each voting member shall be for six (6) years or until his successor is appointed and qualified; provided, however, that the terms of voting members of the planning commission may be shorter to ensure that ~~heretofore appointed shall continue to serve as members for the term for which they were originally appointed. The~~ the terms shall be staggered so that no more than three (3) terms shall expire on May 1, every two (2) years.

B. Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the city council. Members may be removed for cause by a majority vote of the city council. Any member who does not attend at least a majority of the regularly called meetings of the commission over any consecutive three (3) month period may be replaced by appointment of the mayor and confirmation by the city council.

C. Members of the commission shall be selected without respect to political affiliations and shall serve without compensation.

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

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

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

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

APPROVED, ADOPTED and SIGNED this 15th day of August, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Section 2.48.020
Reducing the Planning and Zoning Commission Members from 9 to 7

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 2.48.020 REDUCING THE PLANNING AND ZONING COMMISSION MEMBERS FROM 9 TO 7; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren Wilson, am the Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Section 2.48.020 Reducing the Planning and Zoning Commission Members from 9 to 7, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15th day of August, 2006.

Warren Wilson, Deputy City Attorney

**Staff Report and
Resolution No. 06-053
re: Bid Award for Fire
Department Training
Tower to be Hand-
Carried.**

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER
DATE: AUGUST 15, 2006
SUBJECT: A-4-06 – ZONING IN CONJUNCTION WITH ANNEXATION
LOCATION – +/- 3.5 ACRE PARCEL IN THE VICINITY OF 19TH STREET AND
NETTLETON GULCH ROAD ADJACENT TO GREYSTONE SUBDIVISION

DECISION POINT:

Shefoot Investments, LLC is requesting:

- A. Zoning in conjunction with Annexation from County Agricultural Suburban to City R-3 (Residential at 3 units/acre).

GENERAL INFORMATION:

- A. Site photo:



B. Zoning



C. Generalized land use pattern:



PERFORMANCE ANALYSIS:

A. Zoning:

1. Annexation:

- A. The proposed zoning is R-3 (Residential at 3 units per gross acre), which is intended as a residential zone for single-family detached housing.
- B. The zoning in the surrounding area includes R-3, R-3PUD, R-8PUD, R-12 and County Agricultural Suburban.
- C. The minimum requirements in an R-3 zone are 75-feet of frontage on a public street and 11,500 sq. ft. of lot size.

B. ANNEXATION FINDINGS:

Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

- 1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
- 2. The City Comprehensive Plan Map designates the subject property a Transition Area, as follows:

Transition Areas:

“These areas represent the locations where the character of neighborhoods is in transition and, overall, should be developed with care. The street network, the number of building lots and general land use are planned to change greatly within the planning period.”

- Protect and/or enhance the integrity of existing residential areas.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.
- Pedestrian/bicycle connections.
- Encourage cluster housing developments to maintain open space and forestlands.
- Overall build-out density approximately 3 dwelling units per acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 du's/acre). Higher densities and mixed uses encouraged close or abutting transportation corridors.
- Neighborhood development should consist of:
 - Size of 25 to 65 acres
 - Urban services
 - Sidewalks/bike paths
 - Street trees
 - Neighborhood parks
 - Interconnecting street network

Significant policies:

- 4A: "Establish limits and priorities of urban services."
- 4A1: "Initial limits should be based upon existing capabilities."
- 4B1: "Annexations should be made within the adopted city impact area".
- 4B2: "Annexations should be effected in a manner that promotes an orderly growth pattern."
- 4C: "New growth should enhance the quality and character of existing areas and the general community."
- 4C1: Development that proposes to increase the density of a given area may be allowed, provided that the increase maintains the character of the community."
- 4C2: "Urban developments that propose to decrease the need for expanded transportation facilities should be encouraged."
- 4C3: Population growth should be compatible with preserving Coeur d'Alene's character and quality of life."
- 4C4: "Residential and mixed use development should be encouraged."
- 4C5: "New development should provide for bike paths and pedestrian walkways in accordance with the transportation plan and bike plan."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 14A3: "All new developments must provide for immediate hook up to the sanitary sewer system."
- 24C: "Natural vegetative cover should remain as a dominant characteristic of Coeur d'Alene."
- 42A2: "Property rights of citizens should be protected in land use decisions."
- 42B2: "Expansion of the City should be based upon conformance to the urban service area."
- 42C1: "Providing service to new areas should not be at the expense of areas presently being serviced."

Transportation Plan policies:

The Transportation Plan is an addendum to the Comprehensive Plan and is a policy document that is intended to guide decisions that affect transportation issues. Its goal is to correct existing deficiencies and to anticipate, plan and provide for future transportation needs.

- 31A: "Develop an improved arterial system that integrates with existing street patterns."
- 33A: "Safe vehicular and pedestrian circulation should be enhanced through careful design and active enforcement."
- 34A: "Use existing street systems better."
- 34B: "Reduce automobile dependency by providing bike paths and sidewalks."
- 38A: "Improve traffic safety by zoning actions and infrastructure improvements."
- 40A: "New street construction should enhance the visual and physical environment."

3. Evaluation: The Planning Commission must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

Finding #B9: That public facilities and utilities (are) (are not) available and adequate for the proposed use.

SEWER:

Sanitary sewer is available to the proposed subdivision.

Evaluation: There is an existing sanitary main line located at the intersection of 19th Street and Nettleton Gulch Road. This line is of adequate size to serve the proposed subdivision; however, the sewer main will need to be extended from this location to the proposed development. Design plans will be required to be submitted and approved prior to any construction activity on the subject property. Service laterals will be required to be installed for the adjoining properties situated between the subject property and Nettleton Gulch Road to provide future connections to the sewer without cutting into the newly constructed street. All sanitary main lines and laterals will be extended at no cost to the City.

WATER:

City water is available to the proposed subdivision. There is an existing six inch (6") water main located in Nettleton Gulch Road that serves as a "single feed" that provides water service to the existing residence on the subject property.

- Evaluation:
1. the existing water main is undersized for the development and does not provide fire flows necessary to provide service. The developer will be required to replace the existing water main in Nettleton Gulch Road with a City standard eight inch (8") C-900 water main that will be required to make a looping connection to Willow Road adjoining the subject property.
 2. The loop connection to Willow Road will be required to be placed within a twenty foot (20') easement dedicated to the City, with a ten foot (10') paved pathway over the top, and, fenced along both sides.

3. The replacement of this six inch (6") line will be required to extend to the connection point in Nettleton Gulch Road where there is an existing eight inch (8") main at 19th Street. The City Water Department will participate in the cost difference between the 6" and the 8" pipe sizing. All cost of installation will be the responsibility of the developer with the City only participating in the pipe upsizing.
4. Fire hydrant installations will be determined during the review of subdivision improvement plans for the subject property.

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site.

Evaluation: A detailed stormwater plan with sizing calculations and showing swale locations will be required to be submitted with any infrastructure plans for the subject property.

TRAFFIC:

The ITE Trip Generation Manual estimates the project will generate approximately 4.5 trips during the peak hour periods.

Evaluation: The adjacent and/or connecting streets will accommodate the additional traffic volume.

STREETS:

1. The proposed subdivision is bordered by Nettleton Gulch Road to the south. The current right-of-way width varies along its length, as does the jurisdictional control over the roadway (City & Lakes Highway District).

Evaluation: Additional right-of-way (if necessary) on Nettleton Gulch Road along the subject property's frontage will be required to be dedicated to the City if the existing r/w for the "half section" of roadway is less than thirty feet (30'). The applicant's surveyor will need to present adequate information to the City in order to make that determination.

2. The proposed street accessing the development is situated within a fifty foot (50') r/w that widens to the standard sixty feet (60') with a ten foot (10') utility easement after it passes some intervening properties.

Evaluation: The proposed interior right-of-way meets City standards, however, the utility easement will be required to be widened to fifteen feet (15') in order to accommodate sidewalk. A City standard thirty six foot (36') street width, with a minimum fifty foot (50') radius cul-de-sac will be required to be constructed. The required typical section of will consist of the street/swale section in the right-of-way and the sidewalk/private utilities in the easement.

APPLICABLE CODES AND POLICIES:

UTILITIES

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.
4. All required utility easements shall be dedicated on the final plat.

STREETS

5. All new streets shall be dedicated and constructed to City of Coeur d'Alene standards.
6. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
7. All required street improvements shall be constructed prior to issuance of building permits.
8. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

9. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

GENERAL

10. The final plat shall conform to the requirements of the City.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

We will address any fire department issues such as water supply and fire department access, prior to any site development.

Submitted by Dan Cochran, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

Evaluation: The Planning Commission must determine, based on the information before them, whether the request does or does not meet the minimum requirements of the R-3 zoning district.

Finding #B10: That the physical characteristics of the site (make) (do not make) it suitable for the request at this time.

The subject property is relatively flat with the exception of the eastern portion of the property that has contours in excess of 15% average slope, which would require compliance with the City's Hillside Regulations.

Evaluation: Development of lots 4 and 5 of the proposed subdivision would "trigger" compliance with the Hillside Regulations. .

Finding #B11: That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The subject property is in an established single-family neighborhood, the proposed zoning is R-3, which allows single-family development only and has an overall density of 1.4 dwelling units per acre, which is consistent with the Comprehensive Plan Transition Area designation (Overall build-out density approximately 3 dwelling units per acre. Individual lot size will typically not be smaller than 8,000 sq. ft. (5 du's/acre). The proposed annexation will also partially fill in one of the unincorporated areas surrounded by city limits and provide an opportunity for infill development.

C. Items recommended for inclusion in an annexation agreement by the Planning Commission:

None.

D. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

May 8, 2006

City of Coeur d'Alene
Attn: Mayor Bloem
710 East Mullan Avenue
Coeur d'Alene, ID 83814-3958

Re: Annexation Request

Dear City of Coeur d'Alene Mayor and Council:

We are requesting annexation into the City of Coeur d'Alene of 3.5 acres located in the Nettleton Gulch area. Enclosed please find a map of the property, title report, owner's list, and processing fee.

We understand that there are annexation fees and that an annexation agreement will need to be negotiated. We also understand that a mutually acceptable annexation agreement must be negotiated and executed within six months from the date of City Council approval of the zoning designation or any previous approvals will be null and void.

We have retained Welch Comer and Associates as our consultants. You may contact Steve Cordes or Gary Briant at 664-9382 on matters related to the project.

Sincerely,
Shefoot, LLC

Joel Anderson
Manager

A handwritten signature in black ink, appearing to read "Joel Anderson", with a long horizontal line extending to the right.

Applicant: Shefoot Investments, LLC
Location: In the vicinity of 19th Street and Nettleton Gulch Road
adjacent to Greystone Subdivision

Request: A proposed annexation for a 3.5 acre parcel from
County Agricultural Suburban to City R-3
(Residential at 3 units/acre)

Associate Planner Stamsos presented the staff report, gave the mailing tally as 3 in favor, 1 opposed, and 1 neutral, and answered questions from the Commission.

Commissioner Rasor questioned if the road going to the property has been an existing road.

Associate Planner Stamsos answered that the road going to the property an existing private driveway.

Public testimony open:

Steve Cordis, applicant representative, 3517 Wildflower Lane, Hayden, explained an overview of the project and commented that the information in the staff report was accurate regarding this property. He added that City surrounds this parcel on three sides making it a logical choice to be annexed into the City. He added that water and sewer is available, and that all the lots will be ½ acre or larger. He added that these homes would all be single-family homes that will be an asset to the City and the Community.

Chairman Bruning inquired if the applicant is aware of the Hillside Ordinance regulations.

Mr. Cordis commented he is aware since lots four and five on the plat map will be the only two affected.

Ed Price, 1905 E. Nettleton Gulch Road, Coeur d'Alene, commented that as a neighbor to this property when the property was sold, he was concerned about what was going to happen on the property. He added that he chose to purchase the property to maintain the integrity of the neighborhood and when designing the project decided to only have five single-family homes on the property. He added that the neighbors are supportive of this project and then asked the Commission to support the request.

Commissioner Souza commented that the City's requirement for additional right-of-way seems excessive and questioned if the applicant feels the same way about this requirement.

Mr. Price commented that the neighborhood has been using this road for many years and when meeting with the City was told by staff that they would rather have this road changed to a public road rather than private so that in the future if the property is sold the road is not an issue.

Commissioner Jordan commented that he is aware of narrow width streets in Best Hill Meadow and that those roads have not been a problem and questioned if this requirement is best for the project.

Engineering Services Director Dobler commented that he would be fine to discuss the use of smaller street widths, but when people want to park on both sides of the street that is a problem.

Public testimony is closed.

Motion by Jordan, seconded by Rasor, to approve Item A-4-06. Motion approved.

ROLL CALL:

Commissioner George	Voted	Aye
Commissioner Jordan	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Rasor	Voted	Aye
Commissioner Souza	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

Date: August 15, 2006
To: City Council
From: Hugo Lecomte
Subject: **Item O-2-06 Coeur d'Alene Bikeways Plan Update**

Decision Point

The City Council is requested to review and adopt the 2006 Bikeways Plan.

History

The City has had a bikeways plan since 1980 which was last revised in 2003.

The staff and Pedestrian and Bicycle Committee have reviewed the 2003 plan and provided proposed changes to the plan.

- 15th Street (City Council made priority) South of Harrison (Class II) with possible widening north of Harrison. North of I-90 (Class II both sides).
- Government Way Spokane South to NW Blvd (Class II both sides). North of I-90 to connect to City of Hayden (Class II both sides).
- Ramsey Road Canfield to Prairie (Class I).
- Nursery Road/Kathleen Avenue/Margaret Avenue/Shaddock Adelphia Driveway to Ramsey (Class I- continue existing). Atlas to 15th (Class II both sides). 15th East (Class I- continue existing).
- Atlas Road Centennial Trail to Peartree Rd. and Kathleen to the Landings (Class I). Nursery Road to Prairie (Class II both sides).
- Hanley Avenue Huetter to Government Way (Class II both sides).
- Dalton Avenue Ramsey to 4th (Class II both sides).
- Best Avenue 4th East (Class II both sides).
- Nettleton Gulch 15th East (Class III- Share the Roads Signs).

The proposal brought forth here is considered to be practical in terms of what could reasonably be constructed. The Bikeways Committee will provide separate testimony on other recommended areas for consideration.

Financial Analysis

There is no financial impact associated with the proposed plan. The cost of the implementation, undetermined at this time, will be addressed for each project.

Applicant: City of Coeur d'Alene
Request: Updating the 2003 Bikeways Plan
LEGISLATIVE (0-2-06)

Hugo Lecomte, applicant representative, City of Coeur d'Alene Parks Department, commented that the City has had a bikeways plan since 1980, which was last revised in 2003, and that recently staff and the Pedestrian and Bicycle Committee review the 2003 plan. He continued describing those changes proposed by the committee to the Commission and why a trail system is important to the City of Coeur d'Alene.

Mac Cavasar, representative of the Bike and Pedestrian Committee explained the connectivity of the trail system in the City and commented how important it is for communities to connect. He added that this document is a living plan and should be reviewed every two years to keep current on any updates needed. He explained the upcoming projects that will be done in the City and how parking will be vacated on 15th Street to allow bike lanes to be constructed on that busy street.

Commissioner Souza inquired what type of bike paths are planned for the new Government Way Bridge.

Mr. Cavasar answered that bike lanes on the new Government Way bridge will not be included because of width restrictions on the bridge.

Commissioner Souza inquired when in the process is the Bike/Pedestrian involved to review future projects coming to the City.

Mr. Cavasar answered that with the addition of Mr. Lecomte as the staff liaison for the Bike/Ped Committee, communication has been better for knowledge of future projects coming to the City.

Commissioner Souza inquired how soon in the process is the Bike/Ped Committee involved to review upcoming projects in the City.

Mr. Lecomte explained that once a week he attends a meeting made up of various representatives from every department to go over all projects within the City.

Associate Planner Stamsos commented that a new process has been implemented this year involving new subdivisions. He explained that these pre-subdivision meetings are scheduled six weeks prior to an applicant submitting an application so staff has time to review the project and give the applicant input before a formal submittal is made.

Chairman Bruning commented that he is aware that the City of Fernan is looking to rebuild the Fernan Lake Road and inquired if there will be any plans for a bike lane.

Mr. Cavasar commented that he is not aware of any plans for a bike path because of the width of the road.

Commissioner Souza questioned if this guide is approved, will it be used as a guide for developers when designing their project, or just a recommendation.

Mr. Cavasar explained that the Bikeways Plan is intended to be a recommendation for developers wanting to include bike paths in their design. He added developers see bike lanes as assets to their projects and are not hesitant when the Committee makes recommendations.

Public testimony closed.

Commissioner Souza commented that this is a great plan but is hesitant to approve this based on what is happening with Blackwell Island and the discrepancy of the widths to the bike path and

questioned if the approval of the bike plan should be tabled until the City Council makes a decision on this issue.

Mike Gridley, City Attorney, commented that discussions regarding the bike path came up later when negotiating the annexation agreement. He continued that the width of the bike path was not addressed when the annexation was approved by the Planning Commission and that the applicant has reasons why he will not go beyond eight feet for the bike path. He added that the Bike Plan has standards for widths of trails and feels that ten feet is the standard. He explained that the Bike/Pedestrian Committee had never reviewed the request when the project was presented a year ago.

Commissioner Souza inquired why the Bike/Pedestrian Committee was not included when reviewing this project.

Mr. Gridley explained that Blackwell Island was approved by the Planning Commission last year and since then things have changed in procedure when reviewing projects with staff. He continued that the new procedure is that the applicant is required to have a meeting with staff six weeks prior to submitting a formal application and by doing that, items such as this would be fleshed out by various departments before a formal application is submitted. He explained that with this annexation, nothing was defined such as bike paths, which is late in the game and now needs to be addressed.

Commissioner Souza questioned if this would be inappropriate to approve and does not want this to be miscommunicated to the City Council, if approved.

Mr. Gridley commented that he appreciates the sensitivity from the Commission and that by recommending that this Bikeways Plan goes forward to Council, it will have no teeth in the way Council will address the annexation agreement for Blackwell Island. He explained that the Bikeways Plan is a document that lists standards such as bike paths that will be used as a guide for future developments.

Commissioner Jordan commented that he concurs that the Bikeway Plan is only a standard and feels that this should go forward to Council and is a separate issue from Blackwell Island.

Motion by Rasor, seconded by George, to approve Item 0-2-06. Motion approved.

ROLL CALL:

Commissioner George	Voted	Aye
Commissioner Jordan	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Rasor	Voted	Aye
Commissioner Souza	Voted	Aye

Motion to approve carried by a 5 to 0 vote.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

August 7, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Steve James, J-U-B Engineers, Item #5

STAFF PRESENT

Warren Wilson, Deputy City Attorney
Terry Pickel, Asst. Water Supt.
Sid Fredrickson, WW Supt.
Jim Markley, Water Supt.
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Dave Shults, Capital Prog. Mgr.

Item 1 Requesting Permission to Auction Used 1984 C&CH Aqua Tech Jet Truck on City Website

Consent Calendar

Tim Martin, Street Superintendent, presented a request for Council authorization to auction a 1984 used C&CH Aqua Tech Jet Truck on the city's website. Mr. Martin explained that the truck was surplus by the City Council in June, 2006. After another municipality expressed interest in purchasing the truck, Mr. Martin consulted the city's legal department, which determined that Idaho law allows for the city to put the equipment up for bid on the city's website, with authorization to sell to counties and other municipalities. Mr. Martin further stated that similar models have a value in the range of \$500 to \$1,000. As a result, he requested that the vehicle be placed up for auction on the website with a starting bid of \$800.00.

MOTION: RECOMMEND Council authorize the Street Superintendent to place a used 1984 C&CH Aqua Tech Jet Truck up for auction on the city's website with a starting bid of \$800.00.

Item 2 WWTP Energy Efficiency Agreement with Avista

Consent Calendar

David Shults, Capital Program Manager, requested approval of an agreement with Avista Corporation for receipt of an incentive payment in exchange for implementation of energy efficiency measures at the wastewater treatment plant that will result in conservation of electricity and cost savings to the Wastewater Utility. He explained in his staff report that Avista has offered the City financial incentives to participate in an energy savings program by installation of more energy-efficient wastewater treatment plant pumping equipment. The project will replace older influent wastewater pumping equipment with more modern and efficient equipment. There are no extra costs to the City for accepting the incentive program. The Wastewater Utility will agree to assist Avista with accumulating performance data to allow calculation of the incentive payment.

MOTION: RECOMMEND Council approval of RESOLUTION NO. _____ authorizing an agreement with Avista Corporation for receipt of an incentive payment in exchange for implementation of energy efficiency measures at the wastewater treatment plant.

Item 3 Procurement of WWTP Emergency Generators
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of the specifications for purchase of two wastewater plant emergency generators, and authorization to advertise for bids. He explained in his staff report that the existing generator used at the wastewater plant for emergency power is undersized and outdated and that the utility's ongoing equipment replacement program has anticipated replacement of this equipment for several years. The Phase 4B project construction contractor has incorporated new electrical equipment and controls that are needed for the generators as part of the Phase 4B improvements, and is available to assist with the installation of the generators when they are received. Mr. Shults' staff report further stated that the plant's emergency generators will provide a portion of the electricity that is needed for crucial plant and lift station functions.

MOTION: RECOMMEND Council approval of specifications for the purchase of two wastewater plant emergency generators, and authorizing advertisements for bids.

Item 4 Procurement of WWTP Polymer Equipment
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of specifications for the purchase of wastewater polymer equipment, and authorization to advertise for bids. Mr. Shults' staff report explained that the polymer equipment that is used for processing of wastewater solids at the treatment plant is malfunctioning, undersized, and outdated, and that the utility's ongoing equipment replacement program has anticipated replacement of the equipment at this time. The Phase 4B project construction contractor is available to assist with installation of the equipment and appurtenant piping and control circuits. Mr. Shults' staff report further states that the specifications for the polymer equipment were prepared to assure that the City receives good quality equipment that is known in the wastewater industry to perform reliably over many years. The estimated cost of \$260,300 is greater than initially anticipated due to many factors, including increased size, redundant pumps, cost inflation, extra installation costs for relocating various components in available spaces, and engineering and contractor assistance.

MOTION: RECOMMEND Council approval of specifications for the purchase of wastewater polymer equipment, and authorizing advertisements for bids.

Item 5 Revisit Safety Rail on Tubbs Hill Tank
For Information Only

Jim Markley, Water Superintendent, requested the committee's reconsideration regarding the installation of fencing and/or a railing on the new Tubbs Hill tank. Mr. Markley explained that during the early design process for the tank, the decision was made to not include either a fence or a railing around the tank. However, after completing the tank, Mr. Markley felt that the issue of a safety fence or railing should be reconsidered. Two options were discussed. The first option would entail encircling the tank with a chain link fence as high as the city code would allow. The second option would be to install a railing on the top of the tank in areas where the drop off is greater than 24". Both of the options would include landscaping. This pros and cons of the two options were discussed, as well as cost issues. Mr. Markley was instructed to bring the proposals

forward to the Parks Department and Tubbs Hill Foundation for their review and decision, and then to inform the Council regarding the option that was chosen.

MOTION: No motion. For information only.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 6/30/06	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/06
<u>General-Designated</u>	\$1,186,152	\$56,090	\$63,024	\$1,179,218
<u>General-Undesignated</u>	5,286,760	20,330,014	17,904,387	7,712,387
<u>Special Revenue:</u>				
Library	(318,390)	1,080,779	570,466	191,923
Cemetery	(5,115)	14,672	21,415	(11,858)
Parks Capital Improvements	542,800	411,588	14,793	939,595
Impact Fees	3,843,279	92,067	1,651,668	2,283,678
Annexation Fees	54,286	188		54,474
Insurance	945,901	22,395	2,744	965,552
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	69,035	1,231,320		1,300,355
LID Guarantee	235,188	2,148	75,000	162,336
LID 124 Northshire/Queen Anne/Indian Meadows	102,111	343		102,454
LID 127 Fairway / Howard Francis	103,675	86		103,761
LID 129 Septic Tank Abatement	265,044	519		265,563
LID 130 Lakeside / Ramsey / Industrial Park	235,740	4,474	171	240,043
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	44,372	901		45,273
LID 137 Govt Way / Kathleen / WWTP Cap Fees	93	75,173	600	74,666
LID 143 Lunceford / Neider	47,110	1,503		48,613
LID 145 Government Way	299,918	37,550	337,468	-
LID 146 Northwest Boulevard	175,549	23,094		198,643
LID 148 Fruitland Lane Sewer Cap Fees	39,503	60	39,563	-
<u>Capital Projects:</u>				
Street Projects	(782,469)	2,395,130	31,446	1,581,215
2006 GO Bond Capital Projects		300,000	953,466	(653,466)
<u>Enterprise:</u>				
Street Lights	(140,036)	37,898	30,422	(132,560)
Water	1,140,999	323,571	521,866	942,704
Water Capitalization Fees	2,660,028	63,890	2,100	2,721,818
Wastewater	6,114,887	503,236	1,768,953	4,849,170
Wastewater-Reserved	1,474,580	27,500		1,502,080
WWTP Capitalization Fees	5,165,782	308,509	2,788	5,471,503
WW Property Mgmt	60,668			60,668
Sanitation	181,574	261,568	228,858	214,284
Public Parking	503,162	12,160	5,934	509,388
Stormwater Mgmt	180,623	107,361	34,557	253,427
Water Debt Service	118			118
Wastewater Debt Service	317	343,001	342,975	343
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	157,507	176,803	157,507	176,803
LID Advance Payments	346	260		606
Police Retirement	1,338,144	126,268	85,011	1,379,401
Cemetery P/C	1,923,760	6,588	4,275	1,926,073
Sales Tax	1,870	981	1,870	981
Fort Sherman Playground	7,878	27		7,905
Jewett House	5,785	1,072	890	5,967
KCATT	3,072	10		3,082
Reforestation	189,297	5,656	9,800	185,153
CdA Arts Commission	2,867	2,145	3,815	1,197
Public Art Fund	53,380	5,342		58,722
Public Art Fund - LCDC	76,693	266		76,959
Public Art Fund - Maintenance	59,439	1,908	21	61,326
KMPO - Kootenai Metro Planning Org	51,308	5,068	18,832	37,544
BID	102,852	24,922	20,000	107,774
Homeless Trust Fund	298	255	298	255
GRAND TOTAL	\$33,687,741	\$28,426,359	\$24,906,983	\$37,207,117

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$152,380	\$129,264	85%
	Services/Supplies	23,345	14,056	60%
Administration	Personnel Services	364,030	328,744	90%
	Services/Supplies	54,290	41,329	76%
Finance	Personnel Services	520,965	414,294	80%
	Services/Supplies	124,220	73,668	59%
Municipal Services	Personnel Services	581,262	469,140	81%
	Services/Supplies	352,339	281,183	80%
	Capital Outlay	14,000	13,526	97%
Human Resources	Personnel Services	167,065	139,308	83%
	Services/Supplies	53,952	30,852	57%
	Capital Outlay			
Legal	Personnel Services	925,404	770,462	83%
	Services/Supplies	107,986	82,876	77%
	Capital Outlay			
Planning	Personnel Services	408,242	339,897	83%
	Services/Supplies	23,900	38,301	160%
Building Maintenance	Personnel Services	154,053	126,648	82%
	Services/Supplies	181,100	121,380	67%
	Capital Outlay			
Police	Personnel Services	6,395,776	5,228,036	82%
	Services/Supplies	465,402	580,818	125%
	Capital Outlay	206,626	182,384	88%
Fire	Personnel Services	4,204,574	3,542,664	84%
	Services/Supplies	330,789	409,547	124%
	Capital Outlay		57,463	
General Government	Personnel Services	62,400	5,774	9%
	Services/Supplies	71,822	816,822	1137%
Local Law Enforcemnt Grant	Services/Supplies	17,520	18,185	104%
Byrne Grant (Federal)	Personnel Services	13,883	21,410	154%
	Services/Supplies	43,944	19,061	43%
	Capital Outlay			
COPS Grant	Services/Supplies	317,450	202,461	64%
Byrne Grant	Personnel Services	35,044	35,387	101%
	Services/Supplies	3,000	1,995	67%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	11,613	48%
	Capital Outlay		3,319	

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2006	PERCENT EXPENDED
US Streets	Personnel Services	1,617,693	1,221,724	76%
	Services/Supplies	454,450	307,971	68%
	Capital Outlay	465,000	383,555	82%
Growth Services	Personnel Services	1,212,257	875,193	72%
	Services/Supplies	697,873	147,332	21%
	Capital Outlay	30,000	67,841	226%
Parks	Personnel Services	884,276	694,804	79%
	Services/Supplies	262,900	171,359	65%
	Capital Outlay	58,000		
Recreation	Personnel Services	505,020	380,696	75%
	Services/Supplies	164,475	124,567	76%
	Capital Outlay	20,000	52,600	263%
City Properties	Capital Outlay	251,697		
Total General Fund		<u>23,024,544</u>	<u>18,979,509</u>	<u>82%</u>
Library	Personnel Services	720,012	610,904	85%
	Services/Supplies	111,614	74,457	67%
	Capital Outlay	41,024	41,846	102%
Cemetery	Personnel Services	146,252	119,307	82%
	Services/Supplies	92,080	60,525	66%
	Capital Outlay	24,000	13,440	56%
Impact Fees	Services/Supplies	1,972,000	1,851,082	94%
Annexation Fees	Services/Supplies	410,000	410,000	100%
Parks Capital Improvements	Capital Outlay	370,000	299,055	81%
Insurance	Services/Supplies	275,500	236,792	86%
Total Special Revenue		<u>4,162,482</u>	<u>3,717,408</u>	<u>89%</u>
Debt Service Fund		<u>1,428,674</u>	<u>1,235,371</u>	<u>86%</u>
Ramsey Road	Capital Outlay	1,082,000	110,144	10%
Government Way - Phase 2	Capital Outlay		3,483	
Kathleen & Atlas Signal	Capital Outlay	230,000	24,885	11%
Ped Ramps	Capital Outlay		38,371	
Northwest Boulevard	Capital Outlay		3,200	
4th St - Anton to Timber	Capital Outlay		364,495	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	694,580		
Seltice Way	Capital Outlay		135,669	
US Bank Grant - Seltice	Capital Outlay	10,000		
Front Street	Capital Outlay		1,648	
Library Building	Capital Outlay		752,150	
Fire Dept GO Bond Expenditure	Capital Outlay		201,317	
Total Capital Projects Funds		<u>2,016,580</u>	<u>1,635,362</u>	<u>81%</u>
Street Lights	Services/Supplies	491,711	363,913	74%
Water	Personnel Services	1,122,946	860,097	77%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2006	PERCENT EXPENDED
	Services/Supplies	2,648,027	1,002,489	38%
	Capital Outlay	5,123,000	3,350,347	65%
	Debt Service	340,500	340,500	100%
Water Capitalization Fees	Services/Supplies	1,400,000		
Wastewater	Personnel Services	1,687,809	1,279,718	76%
	Services/Supplies	2,890,500	1,082,080	37%
	Capital Outlay	10,025,200	6,918,801	69%
	Debt Service	919,950	920,675	100%
WW Capitalization	Services/Supplies	4,234,109		
Sanitation	Services/Supplies	2,701,122	2,152,590	80%
Public Parking	Services/Supplies	172,249	99,413	58%
	Capital Outlay	300,000	5,877	2%
Stormwater Mgmt	Personnel Services	327,003	235,561	72%
	Services/Supplies	339,134	358,464	106%
	Capital Outlay	465,000	365,800	79%
Total Enterprise Funds		<u>35,188,260</u>	<u>19,336,325</u>	<u>55%</u>
Kootenai County Solid Waste			793,793	
Police Retirement		234,000	194,782	83%
Cemetery Perpetual Care		101,000	83,273	82%
Jewett House		18,860	12,154	64%
Reforestation		23,200	3,628	16%
CdA Arts Commission		5,000	4,619	92%
Public Art Fund		20,000	2,897	14%
Public Art Fund - LCDC		20,000	19,972	100%
Public Art Fund - Maintenance		1,000	336	34%
Fort Sherman Playground		1,000		
KMPO		181,797	272,015	150%
Business Improvement District		122,000	80,000	66%
Homeless Trust Fund		5,000	2,831	57%
Total Trust & Agency		<u>732,857</u>	<u>1,470,300</u>	<u>201%</u>
TOTALS:		<u><u>\$66,553,397</u></u>	<u><u>\$46,374,275</u></u>	<u><u>70%</u></u>