



Coeur d'Alene

CITY COUNCIL MEETING

September 2, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
AUGUST 19, 2008

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, August 19, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Woody McEvers)	
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	
Loren Ron Edinger)	

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

INVOCATION was led by Pastor Carl Cook, Candlelight Church.

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

PRESENTATIONS:

LARRY KIMBRELL/HUGH NEUMAN MEMORIAL SCHOLARSHIPS: Recreation Director Steve Anthony presented the Larry Kimbrell/Hugh Neuman Memorial Scholarships sponsored by the National Softball Tournament Committee and the Coeur d'Alene Recreation Department to this year's recipients: Lauren Nagrone (Larry Kimbrell scholarship) and Amanda Krier (Hugh Neuman scholarship).

PUBLIC COMMENTS:

SCHOOL/WATER/HOME LOAN CONCERNS: Harold Hocker, 1413 E. Spokane Ave., Coeur d'Alene, reported that the school district had returned his calls regarding his urging of impact fees for schools. He asked the City Council to support such legislation. He also commented that he agrees with Cliff Harris regarding the weather and the scarcity of water in the aquifer and that the City is going to have to start doing something because the aquifer cannot replenish itself. He also believes that anyone who has an interest-only loan will lose it in 10 years. He also opposes the ability for new home construction not being taxed until the house sells.

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

1. Approval of minutes for August 5, 2008.
2. Setting General Services Committee and Public Works Committee meetings for

August 25th at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 08-045: 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 AGREEMENT WITH NORTH IDAHO CENTENNIAL TRAIL FOUNDATION FOR EASEMENTS AND SIGNALS FOR PRAIRIE TRAIL CROSSINGS; APPROVAL OF A MEMORANDUM OF AGREEMENT WITH NORTH IDAHO MUSEUM TO RESERVE A PORTION OF AREA 5 OF THE FOUR CORNERS AREA FOR CONSTRUCTION OF THE NEW MUSEUM; APPROVAL OF SS-2-06 – FINAL PLAT APPROVAL AND MAINTENANCE / WARRANTY AGREEMENT FOR HAYCRAFT ESTATES; APPROVAL OF SS-1-08 – FINAL PLAT APPROVAL WITH SUBDIVISION IMPROVEMENT AGREEMENT FOR RIVERSTONE WEST 2ND ADDITION; APPROVE THE DESTRUCTION AND TRANSFER OF CERTAIN POLICE DEPARTMENT RECORDS AND APPROVAL OF A STATE AND LOCAL AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR THE DESIGN OF GOVERNMENT WAY FROM DALTON AVENUE TO HANLEY AVENUE.
4. Approval of the removal of two trees from the Forest Cemetery.
5. Approval of cemetery lot transfer from Robert and Marjorie Anderson to Keith and Kathryn Snider.
6. Approval of bills as submitted and on file in the Office of the City Clerk.
7. Setting of Public Hearings: Appeal of Denial of Tree Removal at 103 W. Idaho Ave. for September 2, 2008.

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

COUNCIL COMMENTS:

COUNCILMAN BRUNING: Councilman Bruning announced that the indoor swim lesson registration will begin Saturday, Sept. 6 and another session will begin in October 25. Registration will be done at City Hall in the Recreation Department.

COUNCILMAN GOODLANDER: Councilman Goodlander reminded residents of the Mudgy and Millie celebration on September 13th at which time the trail of the Mudgy and Millie story will be introduced. She also noted that the pre-sale of books is available with the pre-sold books being signed by the author. She also noted that 100% of the proceeds from the pre-sold books goes to the Library Foundation.

APPOINTMENT - STUDENT REPRESENTATIVES, PARKING COMMISSION AND LCDC: Motion by Goodlander, seconded by Kennedy to appoint the following student representatives: Kellie Washko as alternate to Arts Commission; Austin Beals as representative and William Kyle Chidester as alternate to CDA TV Committee; Ethan Charles Waite as representative to Cemetery Board; Amanda J. Smith as representative and Justine Bunch as alternate to Childcare Commission; Mikayla Tetreault as

representative and James George as alternate to Library Board; Annalise McInelly as representative and Cody Childers as alternate to Ped/Bike Advisory Board; Brian Klatt as representative and Callie Anderson as alternate to Planning Commission; J.D."Seth" Owens as representative and Tyler Smotherman as alternate to Parks and Recreation Commission; Dillon R. Cory as representative to Sign Board; Katy Hudson as representative and Christina McCullough as alternate to Urban Forestry Committee and to re-appoint Brad Jordan to the Lake City Development Corporation and to appoint Ann Melbourn to the Parking Commission. Motion carried.

ADMINISTRATORS REPORT: City Administrator Wendy Gabriel announced that the Library Parking lot continues to fill with cars parked by individuals that are not using the library and the cars are remaining all day. New signage will be installed in the Library parking lot that will notify the public that the parking lot is for library patrons only. Additionally, the Library's summer activities for families continue with the August Film Festival. Free movies will be shown in the Shirley Parker Theater in the Seagrave Children's Library each Wednesday, starting Aug. 6, at 11 a.m. The City of Coeur d'Alene Arts Commission is accepting nominations for the 13th Annual Mayor's Awards in the Arts. Nominations may be submitted by art organizations, individuals, or businesses, and must be received by September 15, 2008. For nomination forms, please contact Amy Ferguson, at 666-5754, or you can pick up a nomination form at City Hall. The Mayor's Awards in the Arts will be held on Thursday, October 9, 2008, 6 p.m., at BRIX, downstairs, 317 Sherman Avenue. The City of Coeur d'Alene now has your utility billing account information available online. The City is also accepting credit card payments for your utility bill. A few weeks ago, the city accepted a Bike Friendly Community Award from the Bicycle League of America that recognizes not only the many trails and bike lanes built, but also public education. We commend our Trail Coordinator Monte McCully and our Pedestrian/Bicycle Committee for these efforts. Most recently, the Pedestrian/Bicycle committee developed a "**Share the Road**" bumper sticker that you will see on our patrol cars and other city vehicles reminding us that in addition to cars, there are walkers, runners, bikes, and strollers using our roads. So, please... **Share the Road.** The 'alternatives' for improvements to US 95 have recently been posted on the US 95 project page at www.kmpo.net. The primary goal of the study is to evaluate low-cost strategies to manage and balance access to US 95 from adjacent streets. For more information on the study go to www.kmpo.net, or watch this month's Coeur d'Alene TV Channel 19's "Coffee With The Mayor" show where KMPO Transportation Planning Engineer Carole Richardson and Sean Hoisington, filmed the US 95 segment earlier this month. Check out Channel 19's website at www.cdaid.org for dates and times when the program airs. Construction on Kathleen Avenue continues from Player Drive to St. Michelle Drive. A pedestrian-activated crossing light will be installed where the Prairie Trail crosses Kathleen Avenue. Traffic will be congested in this area. We hope to have the work completed prior to the start of school. The September issue of Dog Fancy Magazine writes that; "You'll find dogs on Coeur d'Alene's popular 24-mile Centennial Trail, which starts at Lake Coeur d'Alene and winds through the town and Idahoan countryside on its way toward Washington state. Once winter gives way to spring, usually around May, that's where you'll find locals walking their dogs. One stretch is also home to A.J.'s Tails and Trails Annual Walk, a 5K

dog walk that raises money for the Kootenai Humane Society, which had one of the lowest owner surrender rates in our survey.” A public hearing is scheduled for September 2nd for the 2008-2009 City Budget in the community room of the Library at 6:00PM at your regular City Council meeting. A link to the entire Preliminary Financial plan is available on the front screen of the city’s website at www.cdavid.org. Officer Tom Sparks, Sgt Christie Wood, and Chief Longo received a check from the CDA Association of Realtors for \$3,000.00 for our DARE program. This represents almost 2 years of funding for DARE and related activities! The Panhandle Area Council launched the city’s Community Development Block Grant (CDBG) Minor Home Repair program this past weekend, and applications are available now. Applications will be funded on a first come, first serve basis. Applications and additional information will also be available at PAC’s office and electronically on the city’s web page. Please submit your application to PAC at 11100 N. Airport Drive in Hayden. Josh Mayne and Mike Murillo, have successfully passed their Water Distribution Operator I certification exam and will be receiving their Operators License. Sunday morning, before 8:00 AM, we had a call for a possible water main break. Our own Gary Nolan responded and verified that we needed to excavate to the main for repairs. He rounded up Dion Holton and Pat Cardwell to form a crew to fix the problem. It turned out to be a concrete pipe that had completely split in two. Repairs were completed by 2:00 in the afternoon. Parks Director Doug Eastwood was nominated by the Idaho Department of Parks & Recreation to serve on the Land & Water Conservation (LWC) Committee. The committee reviews Land and Water Conservation grants, makes recommendations to the state board and assists/advises other communities as to the opportunities and options available to them. Doug has spent countless hours with the Idaho Department of Parks & Recreation over the last two years proposing the re-allocation of Land & Water Funds so the state and municipalities would have a better funding opportunity. With this continuing dry spell, our open spaces are becoming more at risk for careless, live ashes as the fire danger increases. We would like to remind folks that there are **no fires allowed** on city open spaces such as Tubbs Hill and Canfield Mountain, and **smoking is prohibited** in these locations. This past Sunday evening, our own Coeur d’Alene Fire Chief Kenny Gabriel was the keynote speaker at the dedication of the memorial for Idaho Fallen Firefighters in Boise. The ceremony began with over 40 police, military, and firefighter bagpipers and drummers who marched through and around the memorial. The ceremony also featured a military flyover, the unveiling of a beautiful bronze statue, and a single bell ring for each of the 14 fallen firefighters. One was our own fallen hero Richard Gaines who perished fighting a fire in a building on Sherman Ave. The public is invited to two public meetings regarding the Higher Education Corridor, the first will be held at 12:00 noon at September 23rd and the next will be held at 7:00 a.m. on September 25th. Both meeting will be held at the Midtown School District building on 4th Street. Councilman Edinger and Kennedy urged that another evening meeting of the Higher Education Corridor be held.

LETTER OF PARTNERSHIP FOR SAFE ROUTES TO SCHOOL: Kristen Pomerantz, volunteer grant coordinator for the School District, presented an overview of the grant application for the activities planned for the continued education and encouragement of students to walk as part of the Safe Routes to School Program. Councilman Bruning thanked Ms. Pomerantz for taking on this large project. Gordon

Dobler reported that 800 feet along 15th Street from Harrison north to Fire Station 3 will have sidewalks placed on both sides of the roadway. The project contractor, Cameron and Reilly, will be starting the construction on the sidewalks on September 2nd.

Motion by Goodlander, seconded by Edinger to approve the continued partnership with the Safe Routes to School (SR2S) Program and School District 271 and authorize a formal letter of partnership for the SR2S grant application with a deadline of August 29, 2008. Motion carried.

Councilman Kennedy commented that it is harder than one thinks to ride a bike to work along Ramsey Road. Councilman Edinger asked if sidewalks will ever be placed from First Station 3 to Best along 15th Street. Gordon Dobler responded that it is listed on the City's 5-year plan.

DECLARATION OF INTENT TO EXCHANGE REAL PROPERTY: Motion by Goodlander, seconded by Hassell to accept the Declaration of Intent to Exchange Property with the Idaho Department of Transportation which property is located at the corner of Wilbur Avenue and Mineral Drive and setting a public hearing for September 16, 2008. Motion carried.

RESOLUTION NO. 08-046

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SCSEP HOST AGENCY AGREEMENT WITH EXPERIENCE WORKS TO PROVIDE SUBSIDIZED EMPLOYEES TO THE CITY.

STAFF REPORT: Barbara Lund Jerry, and Charlie Koski from Experience Works explained their program as a charitable organization that works through a grant that helps people age 55 and older get back into the workforce. Anyone who is enrolled in their program can work for a non-profit agency with their wages and workers compensation paid for by the funds from the grant. Work experience usually lasts from 3 months to a year. Charlie Koski explained the process for a host agency to participate in this grant program.

Motion by Goodlander, seconded by Edinger to adopt Resolution 08-046.

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

RESOLUTION 08-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT BETWEEN LOCAL NO. 710 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AND THE CITY OF COEUR D'ALENE.

Motion by Edinger, seconded by Kennedy to adopt Resolution 08-048.

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

RESOLUTION NO. 08-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2007-2008, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2007:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	196,349	
Administration-----		787,352	
Finance Department-----		771,370	
Municipal Services-----		1,278,991	1,253,991
Human Resources-----		244,632	
Legal Department-----		1,211,519	1,226,519
Planning Department-----		546,406	540,406
Building Maintenance-----		541,636	501,636
Police Department-----		8,732,252	
K.C.J.A. Task Force-----		149,340	
C.O.P.S. Grant-----		58,061	
Byrne Grant-----		136,392	
Fire Department-----		5,879,934	5,979,934
General Government-----		1,649,340	1,783,113
Engineering Services-----		1,459,988	1,491,168
Streets/Garage-----		2,434,730	2,461,512
Parks Department-----		1,643,316	1,661,016
Recreation Department-----			823,517 808,517

Building Inspection----- 834,321 _____

TOTAL GENERAL FUND EXPENDITURES: ~~\$29,379,446~~ \$29,617,881

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund----- 1,085,112
Impact Fee Fund----- 585,000
Parks Capital Improvements----- 737,500 813,500
Annexation Fee Fund----- 230,000
Insurance / Risk Management----- 350,500
Cemetery Fund----- 293,738 393,738

TOTAL SPECIAL FUNDS: \$3,281,850 \$3,457,850

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund----- 560,203
Water Fund----- 6,300,904 6,687,904
Wastewater Fund----- 14,570,736
Water Cap Fee Fund----- 960,000
WWTP Cap Fees Fund----- 2,482,683
Sanitation Fund----- ~~3,025,984~~ 3,050,984
City Parking Fund----- 240,982
Stormwater Management----- 1,504,169

TOTAL ENTERPRISE EXPENDITURES: \$29,645,661 \$30,057,661

TRUST AND AGENCY FUNDS:----- 3,147,708 3,437,708

STREET CAPITAL PROJECTS FUNDS:----- 250,000 325,000

2006 GO BOND CAPITAL PROJECT FUND:- ~~3,240,015~~ 3,628,915

DEBT SERVICE FUNDS:----- 372,479 2,379,079

GRAND TOTAL OF ALL EXPENDITURES: \$71,317,159 \$72,904,094

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 27, 2008 and September 3, 2008.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 16th day of September, 2008 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

STAFF REPORT: Finance Director, Troy Tymesen, presented the 2nd proposed amendments for this fiscal year's budget. He explained that part of the amendment includes a grant opportunity for the Government Way project, completion of the Library and G. O. Bond projects, and parks capital improvement projects. He did note that the City will not be collecting \$378,000 in property taxes due to an oversight by the County, and thus the budget must be amended accordingly.

Motion by Goodlander, seconded by Hassell, to adopt the Resolution No. 08-048.

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

PUBLIC HEARING - V-08-1 - VACATION OF EASEMENTS IN RIVERSTONE WEST AND RIVESTONE WEST 1ST ADDITION: Mayor Bloem gave the rules of order for this public hearing. Gordon Dobler, Engineering Service Director, gave the staff report.

Mr. Dobler gave the applicant's name as Riverstone West, LLC and their request is to vacate easements as follows: A portion of John Loop Roadway that is unneeded due to realignment of the street; Sanitary sewer easement that was never utilized due to sanitary line relocation, and; a portion of the bike trail easement that is situated within the open pit area and not necessary due to trail realignment.

Mr. Dobler noted that these easements were dedicated during the initial stages of the Riverstone West development prior to the actual completion of the work site. As the development progressed, the redesign of the facilities and the actual installations have caused the infrastructure to be relocated, and new or altered easements established.

He reported that 6 mailings were sent out with no responses being received.

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

Motion by Hassell, seconded by Kennedy to approve the vacation of easements in the Riverstone West and Riverstone West 1st Additions as presented.

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

PUBLIC HEARING - MODIFICATIONS TO THE AMENDED AND RESTATED LAKE DISTRICT URBAN RENEWAL PLAN: Mayor Bloem read the rules of order for this legislative public hearing. Tony Berns, Executive Director of the Lake City Development Corporation, gave the staff report.

Mr. Berns noted that tonight's public hearing is for the Council to deny, adopt or adopt with modifications the proposed LCDC Amended and Restated Lake District urban renewal plan. He added that the proposed modifications pertain to the inclusion of the following three taxing properties; Sorenson School block, Winton School site and Winton City Park.

Mr. Berns read a letter sent to the School District by the City Council on Dec. 7, 2006 regarding the importance of maintaining schools within the downtown area. He also read

a letter sent on December 19, 2006 from LCDC to School District 271 supporting the continuation of Sorenson and Winton Schools.

He reported that on July 8, 2008 the Planning Commission unanimously confirmed that the proposed Amended and Restated Lake District urban renewal plan conforms to the City's Comprehensive Plan.

Councilman Hassell commented that some residents have complained that LCDC takes property tax money away from the tax rolls. Mr. Berns responded that the proposed inclusions are currently tax exempt properties. Councilman McEvers asked if the proposed budget is still valid for Sorenson School improvements in order to bring it up to ADA standards. Mr. Berns responded that the proposed amount was the amount submitted by the School District; however, this amount could be amended. Councilman Edinger commented that it was the parents in the neighborhood that pushed for the continuation of Sorenson School and having it become a magnet school. Councilman Hassell sees this proposed amendment as helping the schools and helping the neighborhood. Councilman Kennedy asked what would happen if the School District later chooses to close Sorenson, is there any recourse for recovery of these funds. Mr. Berns responded that LCDC will be negotiating some long-term agreements with the School District to address these types of issues.

PUBLIC COMMENTS: Susan Snedaker, 821 Hastings, commented that several years ago, the School District had discussed the sale of school property, in particular Person Field, and believes Councilman Kennedy's concerns are well founded. Harold Hocker, 1413 E. Spokane Ave. commended the City Council for including Sorenson School in the urban renewal district. He the noted that although he isn't against Winton School, he feels that it is so far out and wanted to know how much property is included with this school. Councilman Goodlander responded that Winton is adjacent to the boundary of the existing urban renewal district. Mr. Hocker then commented he therefore approves Winton School being included in this urban renewal district.

ORDINANCE NO. 3337
COUNCIL BILL NO. 08-1013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE AMENDED AND RESTATED LAKE DISTRICT URBAN RENEWAL PROJECT, INCLUDING THE SORENSON MAGENT SCHOOL, WINTON SCHOOL, AND WINTON PARK AREA (NOW REFERRED TO AS THE SECOND AMENDED AND RESTATED PLAN), WHICH SECOND AND AMENDED AND RESTATED PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by McEvers to pass the first reading of Council Bill No. 08-1013.

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

Motion by Hassell, seconded by Edinger to suspend the rules and to adopt Council Bill No. 08-1013 by its having had one reading by title only.

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

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

The meeting recessed at 7:37 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-049

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 AMENDMENT NO. 1 TO THE KMPO COOPERATIVE SERVICES AGREEMENT FOR US-95 ACCESS STUDY; APPROVAL OF S-6-05 – ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR COEUR D' ALENE PLACE, 16TH ADDITION; APPROVAL OF S-3-08 – ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR THE COTTAGES ON GOVERNMENT WAY; APPROVAL OF S-6-08 – FINAL PLAT APPROVAL, ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR PROVENCE 20; APPROVAL OF S-2-08 – FINAL PLAT AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR PRINCETOWN AT WATERFORD; RATIFYING AMENDMENT NO. 1 TO THE AGREEMENT ADOPTED PER RESOLUTION NO. 07-061 WITH PANHANDLE AREA COUNCIL FOR THE SAFE SIDEWALKS TO SCHOOL PROJECT AND BID AWARD AND APPROVAL OF A CONTRACT WITH NORTHWEST FENCE FOR FOREST AND RIVERVIEW CEMETERY FENCE REPLACEMENT.

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 7” and by reference made a part hereof as summarized as follows:

- 1) Approval of Amendment No. 1 to the KMPO Cooperative Services Agreement for US-95 Access Study;
- 2) Approval of S-6-05 – Acceptance of Improvements and Maintenance / Warranty Agreement for Coeur d' Alene Place, 16th Addition;
- 3) Approval of S-3-08 – Acceptance of Improvements and Maintenance / Warranty Agreement for the Cottages on Government Way;
- 4) Approval of S-6-08 – Final Plat Approval, Acceptance of Improvements and Maintenance / Warranty Agreement for Provence 20;
- 5) Approval of S-2-08 – Final Plat Agreement and Subdivision Improvement Agreement for Princetown at Waterford;
- 6) Ratifying Amendment No. 1 to the Agreement adopted per Resolution No. 07-061 with Panhandle Area Council for the Safe Sidewalks to School Project;

- 7) Bid Award and approval of a Contract with Northwest Fence for Forest and Riverview Cemetery fence replacement;

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 7" 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 2nd day of September, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING 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 25, 2008
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Amendment to the agreement for US-95 access study

DECISION POINT

Staff is requesting approval of an amendment to the existing agreement with KMPO

HISTORY

In April of this year Council approved a cooperative agreement with KMPO to fund an access study for US-95. The consultants are in the process of evaluating different alternatives and will present the alternatives at a September 9th stakeholders meeting. As part of their study we have asked them to evaluate specific mitigations for the intersections within the city limits that would increase capacity and decrease vehicle waiting times on the side streets. .

FINANCIAL ANALYSIS

The additional cost to the City will be \$12,000. The funds will come from impact fees.

PERFORMANCE ANALYSIS

Because they have already collected the field data and set up the modeling, the additional effort will be substantially less than if they had to do this as a stand alone effort. They will identify specific improvements at each intersection that will increase capacity (right turn only lanes, dual left turns, etc.). These improvements can then be implemented as development occurs or as separate projects. Intersection improvements are included in the CIP plan for Impact Fees and so are eligible for impact fee funds.

RECOMMENDATION

Staff recommends that Council approves the amendment to the Cooperative Agreement for the US 95 access study.

**ADDENDUM NO. 1 TO
COOPERATIVE AGREEMENT
US95 ACCESS STUDY**

PARTIES

This Addendum is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the STATE, the CITY OF COEUR D'ALENE, hereinafter called COEUR D'ALENE, the CITY OF HAYDEN, hereinafter called HAYDEN, and the KOOTENAI METROPOLITAN PLANNING ORGANIZATION, hereafter called KMPO.

PURPOSE

This Addendum will modify the Cooperative Agreement entered into on the 1st day of May, 2008, (hereinafter "Agreement") between the same parties.

The parties agree to the following revisions:

- A. Section II of the Agreement will be amended by adding the following paragraph thereto:
 - 4. COEUR D'ALENE will contribute an additional \$12,000.00 (for a total of \$15,200) to cover the costs of a travel time analysis for the study.

- B. Section IV of the Agreement will be amended by adding the following paragraph thereto:
 - 7. KMPO will contribute an additional \$14,800.00 to cover additional data collection, the addition of up to two (2) alternatives to the study, evaluation of additional measures of effectiveness requested by the Steering Committee for the purposes of screening initial alternatives, and detailed mitigation and signal timing analysis for two final alternatives.

- C. All other terms and conditions previously agreed to and set forth in the Agreement shall remain in full force and effect.

EXECUTION

This Addendum is executed by the parties as follows:

City of Coeur d'Alene

City of Hayden

Kootenai Metropolitan Planning Organization

Idaho Transportation Department

Approved by

Assistant Chief Engineer (Development)

Recommended by:

District Engineer

Approved as to form:



Deputy Attorney General

Supplemental Scope of Work

Prepared for the
Kootenai Metropolitan Planning Organization

For the
US-95 Access Study

July 23, 2008





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Task 7.1 Travel Time Measurements.....	1
Task 7.2 Queue Counts	1
Task 7.3 Calibration & Validation.....	1
Task 7.4 Travel Time Estimates.....	2
8. Extended Alternatives.....	2
Task 8.1 Evaluate Additional Operational Scenarios.....	2
Task 8.2 GIS Mapping / Reporting.....	2
9. Mitigation of Preferred Alternatives.....	2
Task 9.1 Mitigate Individual Intersections.....	2
Task 9.2 Optimize Corridor Signal Timing Plan	2
Task 9.3 Evaluate MOE's	2
10. Additional Turning Movement Counts.....	2
Task 10.1 Coordination of Additional Counts.....	3
Revision to Original Task 4.1.....	3



Scope of Work

Purpose of Supplemental

Steering Committee discussions on the subject of Measures of Effectiveness (MOE's), which will assist in the selection of a preferred alternative, have identified the need to evaluate the effect of each concept regarding total travel time along the corridor. The services provided by this supplemental scope will provide the means of estimating corridor travel times.

Additionally, Steering Committee discussions have identified the need to consider up to two (2) additional alternatives (see new Task 8) beyond the original six (6) included in the original scope of work (Tasks 4.1 and 4.2). The services provided by this supplemental scope will provide analysis and reporting to show the planning-area-wide ramifications of implementing the additional identified concepts.

Finally, the nature of work for Task 4.1 was changed (see revision below) requiring the addition of a separate mitigation task for the preferred alternatives (see new Task 9).

An adjustment to the actual cost of turning movement count direct costs is reported in new Task 10.

General Assumptions

1. All analysis will be based on PM peak hour traffic volumes
2. Travel time estimates will be made for the US-95 corridor only
3. Detailed mitigation for alternatives will not be developed until a preferred alternative(s) is identified
4. Detailed mitigation will be developed for the preferred alternative(s) as described in the supplementary task below
5. Mitigation will be identified for US-95 transportation infrastructure only
6. The hours (cost) estimated for task 4.1 will remain the same and will be applied to the modified deliverables in the revised Task 4.1
7. Limitations for establishing mitigation feasibility will be discussed with the Steering Committee and agreed prior to beginning mitigation analysis

7. Corridor Travel Time Estimates

Task 7.1 Travel Time Measurements

DEA will measure average actual existing travel time by driving the corridor in both the north and south directions. Measurements will be collected during the PM peak hour as determined from the previously collected turning movement counts.

Task 7.2 Queue Counts

DEA will collect queue counts at each lane for four (4) signalized intersections (all four legs) along US-95 including Appleway Avenue, Kathleen Avenue, Prairie Avenue and Hayden Avenue.

Task 7.3 Calibration & Validation

DEA will perform a SIMTRAFFIC model calibration and validation along the US-95 corridor to each limit of the planning area. Calibration results will be discussed and agreed sufficient with KMPO staff prior to running alternatives.



Task 7.4 Travel Time Estimates

DEA will code and run each alternative in the calibrated SIMTRAFFIC model to determine expected travel times for each scenario. Results will be reported in the MOE table and the technical report described in Task 5.

8. Extended Alternatives

Task 8.1 Evaluate Additional Operational Scenarios

Additional operational scenarios identified by the Steering Committee will be modeled similar to the process described in the base operational scenario task and evaluated giving consideration the Steering Committee's measures of effectiveness (MOE's). It is assumed that two (2) additional operational scenarios will be identified and run under this task.

Task 8.2 GIS Mapping / Reporting

DEA will produce graphical depictions of the modeling and MOE comparison results using ArcGIS. Mapping and results will be similar to that produced up to the date of this supplemental.

9. Mitigation of Preferred Alternatives

Task 9.1 Mitigate Individual Intersections

DEA will identify the critical intersections and movements and mitigate to an acceptable LOS (as identified by the Steering Committee) for each of the two preferred alternatives. DEA will also verify feasibility of mitigation per the General Assumptions. Signal timing optimization for individual intersections will also be performed under this task using SYNCHRO.

Task 9.2 Optimize Corridor Signal Timing Plan

Using an iterative process, DEA will develop an optimum signal timing plan for the corridor for each of the two preferred alternatives using PASSER II in combination with SYNCHRO. It is anticipated that due to traffic conditions (volume distributions and signal spacing) the signal timing plan along the corridor may have to be subdivided to identify the optimum timing plan. The final SYNCHRO timing files will be delivered to the KMPO/ITD

Task 9.3 Evaluate MOE's

DEA will evaluate post-mitigation measures effectiveness for each of the two preferred alternatives including: Total Delay (planning area), Total Delay (US-95 north and south corridor), Cross Street Delay, Conflict points (along US-95), Vehicle Miles Traveled (VMT), Signal Progression Efficiency and Attainability, and Travel Time. MOE results will be tabulated in a preferred alternative MOE table and reported in the final technical memorandum.

10. Additional Turning Movement Counts

The original direct cost for an *estimated* 25 turning movement counts was \$5000 as depicted in the Consulting Labor and Expense Estimate for the original agreement, and was reported as a direct pass-thru of actual costs. The *actual* requested number of original counts ended up being 20. Subsequently, 18 additional counts were needed for the traffic analysis process plus one queue count. Therefore a total of 38 intersection turning movement counts and one queue count were measured. The actual cost of all counts was \$6,522.29, \$1,522.29 more than originally estimated (but for more counts). The additional cost is shown as a direct cost in the Consulting Labor and Expense Estimate.



Task 10.1 Coordination of Additional Counts

Hours for coordination of counts are shown in this task.

Revision to Original Task 4.1

The original language of Task 4.1 is hereby replaced by the following:

Upon development of the baseline O-D matrix and roadway network configuration, DEA will develop four SYNCHRO models corresponding to the four base operational scenarios identified by KMPO along US-95. The four operational scenarios will be as follows:

8. Median closures at all non-signalized intersections along US-95.
9. Median modifications along US-95 at non-signalized intersections to restrict turning movements.
10. New signalized intersections along US-95 at ½ mile spacing.
11. Removing signals and closing or restricting turning movements at the medians along US-95 at signalized intersections that do not currently meet the ½ mile spacing requirement.

The general process for developing each SYNCHRO model will be as follows:

1. Code each operational scenario into the simplified VISUM model and SYNCHRO model
2. Export resulting turning movements for each scenario into SYNCHRO
3. Identify delay, capacity and signal timing issues for each scenario in SYNCHRO
4. Export operational results for reporting in ArcGIS

DEA will report the volume changes, PM peak hour Level of Service (LOS) and volume-to-capacity ratio (V/C) for each pertinent link and intersection included in each operational scenario. Results will be delivered in both graphical (ArcGIS displaying: volume change, LOS and V/C) and tabular (Excel) format in the final technical memorandum.

In addition to the reporting of the above described results, DEA will prepare planning level estimates of the following measures of effectiveness and report in tabular format for Steering Committee consideration and selection of a preferred alternative(s):

1. Total Delay (planning area)
2. Total Delay (US-95 north and south corridor)
3. Cross Street Delay
4. Conflict points (along US-95)
5. Vehicle Miles Traveled (VMT)
6. Signal Progression Efficiency and Attainability
7. Travel Time (US-95 corridor)

**US-95 Access Study
Supplemental
Consulting Labor and Expense Estimate**

		Project Manager Sean Holsington, PE	Senior Modeler Michael Birdsall	Modeler / Traffic Engineer Mazedur Rahman, PE	Traffic Analyst Jeremy Clark, EIT	GIS Specialist Kayla Kruse	Engineer EIT Martin Plass, EIT	Estimating Engineer Jim Rolotto, PE	Project Assistant Amber Rommagen	Total	Total Cost by Task
Task 7	Corridor Travel Time Estimates										
7.1	Travel Time Measurements	1					3				4
7.2	Queue Counts	1									1
7.3	Calibration & Validation	1		72							73
7.4	Travel Time Estimates	1		8							9
	Task 7 Subtotal Hours	4	0	80	0	0	3	0	0	87	\$ 9,025.11
Task 8	Extended Alternatives										
8.1	Evaluate Additional Operational Scenarios	1		12							
8.2	GIS Mapping / Reporting	1				27					
	Task 8 Subtotal Hours	2	0	12	0	27	0	0	0	0	\$ 3,877.94
Task 9	Mitigation of Preferred Alternatives										
9.1	Mitigate Individual Intersections	1	2	24							
9.2	Optimize Corridor Signal Timing Plan	1	2	32							
9.3	Evaluate MOE's	1	2	8		4					
	Task 9 Subtotal Hours	3	6	64	0	4	0	0	0	0	\$ 8,250.77
Task 10	Additional Turning Movement Counts										
10.1	Coordination of Additional Counts	2		2							
	Task 10 Subtotal Hours	2	0	2	0	0	0	0	0	0	\$ 487.08
	Total Hours by Labor Classification	11	6	158	0	31	3	0	0	87	\$ 21,640.91

Raw Wage Rate	\$ 45.00	\$ 47.25	\$ 33.00	\$ 30.00	\$ 28.00	\$ 23.50	\$ 51.30	\$ 21.00
Raw Labor Cost	\$ 495.00	\$ 283.50	\$ 5,214.00	\$ -	\$ 868.00	\$ 70.50	\$ -	\$ -


A	Subtotal Raw Labor Costs	\$ 6,931.00			
B	Overhead	\$ 12,391.24	@	178.78%	of A
C	Fixed Fee	\$ 2,318.67	@	12%	of A+B
	Total Labor + Overhead + Fixed Fee	\$ 21,640.91			A+B+C

Direct Costs					
	Mileage	50	@	\$ 0.585	\$ 29.25
	Queue Counts (Corridor Travel Time)	4	@	\$ 900.00	\$ 3,600.00 (Direct Pass-Thru of Actual Cost)
	Adjusted Turning Movement Counts Cost (Original Analysis)	1	@	\$ 1,522.29	\$ 1,522.29
	Total Direct Costs				\$ 5,151.54

Total Supplemental Cost \$ 26,792.45



**CITY COUNCIL
STAFF REPORT**

DATE: September 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Coeur d'Alene Place 16th Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Coeur d'Alene Place 16th Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Jason Wheaton
Greenstoen-Kootenai, Inc.
1421 Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: East of the intersection of Hanley Avenue & Cornwall Street.
- c. Previous Action:
 1. Final plat approval of CdA Place 16th Addition (51) lots), July 2007.

FINANCIAL ANALYSIS

The developer has previously provided a Letter of Credit as security in the amount of \$643,767.00 to insure the completion of the subdivision improvements, and, is now reducing that existing LOC to \$55,856.00 and extending the term to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on September 2, 2009.

RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of September, 2008 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Liberty Lake, WA 99019, with Jason Wheaton, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 16th Addition, a sixty two (62) lot residential development, in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" construction plans entitled "Coeur d'Alene Place 16th Addition – Record Drawing", signed and stamped by Paul T. Nelson, PE, # 9967, of ALLWEST Testing and Engineering, dated January 20, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales, drywells and appurtenances, concrete curbing, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, street signage, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Fifty Five Thousand Eight Hundred Fifty Six and 00/100 Dollars (\$55,856.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2nd day of September 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

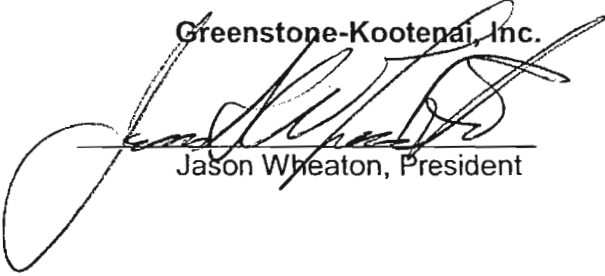
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST


Susan Weathers, City Clerk

Greenstone-Kootenai, Inc.



Jason Wheaton, President

**CITY COUNCIL
STAFF REPORT**

DATE: September 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Cottages on Government Way: Acceptance of Improvements,
Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

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

HISTORY

- a. Applicant: Steve White
Copper Basin Construction, Inc.
PO Box 949
Hayden, ID 83835
- b. Location: Southeast corner of Government Way and Summit Avenue.
- c. Previous Action:
 1. Final plat approval of Cottages on Government Way (12) lots, June 2008.

FINANCIAL ANALYSIS

The developer has previously provided a Letter of Credit as security in the amount of \$205,968.00 to insure the completion of the subdivision improvements, and, is now reducing that existing LOC to \$13,731.00 and extending the term to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on September 2, 2009.

RECOMMENDATION

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



AMENDMENT # 01 TO
IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 24725
DATED: JUNE 12, 2008
AMOUNT: \$ 205,968.00

AUGUST 26, 2008

City of Coeur d'Alene
City Hall
710 Mullan Ave.
Coeur d'Alene, Idaho 83814

Gentlemen:

This letter will serve as our Amendment to Letter of Credit No. 24725 in your favor for the account of COPPER BASIN CONSTRUCTION, INC., P.O. Box 949, Hayden, Idaho, 83835 up to the aggregate amount of TWO HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS AND NO/100-Dollars (\$205,968.00) covering Cottages on Government Way as follows:

1. Amend expiry date **FROM** "JULY 31, 2009" **TO** "SEPTEMBER 2, 2009".
2. Amend dollar value **FROM** "\$205,968.00" **TO** "\$13,731.00".

All other terms and conditions of Letter of Credit No. 24725 remain unchanged.

Sincerely,

A handwritten signature in cursive script that reads "Connie Bischoff".

Connie Bischoff
Regional Senior Vice President

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of September, 2008 between Copper Basin Construction, Inc., whose address is PO Box 949, Hayden, ID 83835, with Steve White, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of The Cottages on Government Way, a twelve (12) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 13, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "The Cottages on Government Way – Infrastructure Plan", signed and stamped by Steven P. Soltys, PE, # 7242, dated May 29, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, concrete curbing, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Thirteen Thousand Seven Hundred Thirty One and 00/100 Dollars (\$13,731.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2nd day of September 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Copper Basin Construction, Inc.

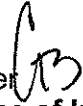
Sandi Bloem, Mayor

Steve White, President

ATTEST

Susan Weathers, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: September 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Provence 20 Subdivision: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Final Plat approval, a twenty (20) lot residential development.
2. City Council acceptance of the installed public improvements.
3. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Sean McCoy
20/20 Developments, LLC
5163 E. Shoreline Drive
Post Falls, ID 83854
- b. Location: West side of Ramsey Road at Smith Street, south of Prairie Avenue.
- c. Previous Action:
 1. Preliminary plat approval by the CdA Planning Commission, April 2007.

FINANCIAL ANALYSIS

The developer has provided security in the amount of \$17,657.00 to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on September 2, 2009.

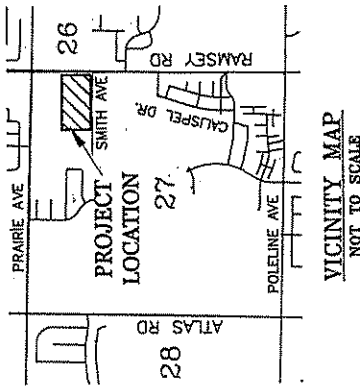
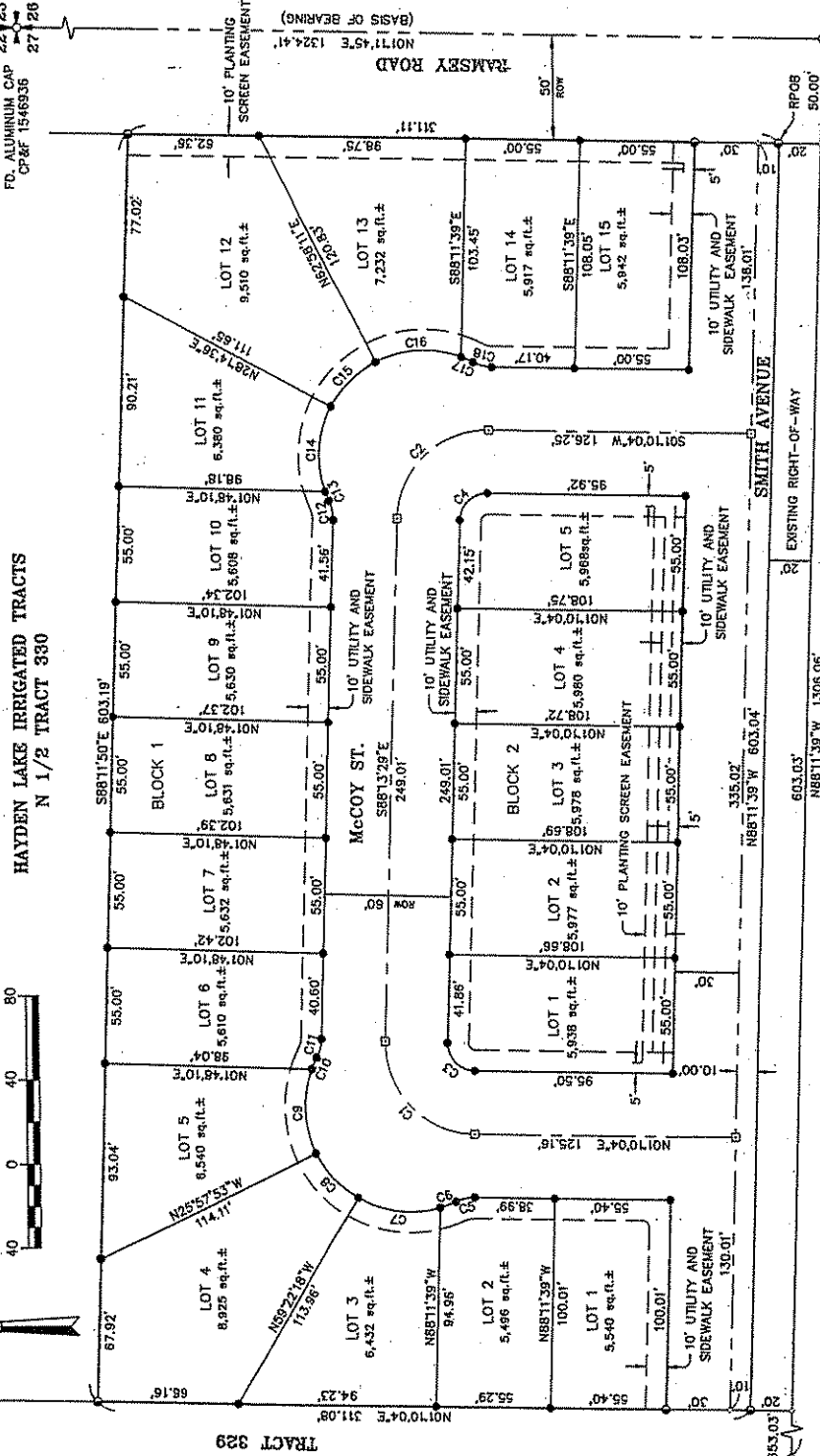
RECOMMENDATION

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

PROVENCE 20

A PORTION OF THE S 1/2 OF TRACT 330 OF HAYDEN LAKE IRRIGATED TRACTS SITUATED IN THE NORTH NE 1/4 OF SEC. 27, T.51N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

GRAPHIC SCALE



LEGEND

- SET 5/8" DIAM X 30" LONG REBAR WITH PLASTIC CAP MARKED PLS 4565
- SET 1/2" DIAM X 24" LONG REBAR WITH PLASTIC CAP MARKED PLS 4565
- FOUND 5/8" DIAM IRON ROD WITH CAP MARKED PLS 5573
- ⊙ FOUND MONUMENT AS NOTED
- ⊠ SET 5/8" DIAM X 30" LONG REBAR WITH METAL CAP MARKED PLS 4565 IN MONUMENT BOX.
- CALCULATED POINT NOTHING FOUND OR SET

SURVEYS OF RECORD & PRIOR SURVEYS

1. RECORD OF SURVEY AND ANNEXATION MAP - BOOK 25, PAGE 193.
2. AMENDED PLAT OF HAYDEN LAKE IRRIGATED TRACTS - BOOK C, PAGE 67.
3. PLAT OF COEUR D'ALENE PLACE - BOOK C, PAGE 210.
4. RECORD OF SURVEY - BOOK 19, PAGE 461.
5. RECORD OF SURVEY - BOOK 19, PAGE 461.

BASIS OF BEARING

BASIS OF BEARING IS ALONG THE EAST LINE OF SECTION 27 FROM THE NORTH 1/16 CORNER SECTIONS 27/26 TO THE NORTHEAST CORNER OF SECTION 27, NOT TO SCALE. OF SURVEY WELLS, COMPANY ASSOCIATES, BOOK 11, PAGE 236. DATUM: CHANGING POINT AT 1/16 CORNER - 04657' NAD 83 DATUM 92, ADJUSTMENT.

NOTES

1. ALL DISTANCES ARE IN U.S. FEET.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE	CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	68.00	43.00	90°36'27"	S46°28'18"W	61.03	C10	5.00	50.00	6°53'30"	N65°22'27"V	6.01
C2	67.09	43.00	89°23'33"	N43°31'42"W	60.43	C11	9.18	20.00	26°17'47"	S73°04'35"E	9.10
C3	20.56	13.00	90°36'27"	S46°28'18"W	18.48	C12	9.38	20.00	26°53'09"	N78°19'57"E	9.30
C4	20.28	13.00	89°23'33"	N43°31'42"W	18.29	C13	4.82	50.00	5°31'28"	S67°39'06"V	4.82
C5	9.18	20.00	26°17'47"	N11°58'49"V	9.10	C14	41.74	50.00	47°45'46"	N85°40'17"V	40.54
C6	8.09	50.00	9°15'37"	S20°29'54"E	8.07	C15	30.30	50.00	34°43'35"	N44°23'37"V	29.84
C7	40.59	50.00	46°29'48"	S07°52'48"V	39.47	C16	41.82	50.00	47°55'19"	N83°04'10"V	40.61
C8	29.15	50.00	33°24'25"	S47°19'55"V	28.74	C17	6.25	50.00	7°09'44"	N24°28'21"E	6.25
C9	41.14	50.00	47°08'41"	S07°36'28"V	39.99	C18	9.38	20.00	26°53'09"	S14°36'39"V	9.38



TATE ENGINEERING
 1103 N. 4TH STREET, COEUR D'ALENE, IDAHO, 83814
 PROJECT NO: 08.092 DATE: 06/03/08 SCALE: 1"=40'
 DRAWING: 06.092P CHECKED: ENW DRAWN BY: DCH

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of September, 2008 between 20/20 Developments, LLC, whose address is 5163 E Shoreline Drive, Post Falls, ID, 83854, with Sean McCoy, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814-3958, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Provence 20, a twenty (20) lot residential development, in Coeur d'Alene, situated in the Northeast ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the "as-built" construction plans entitled "Provence 20 Subdivision – Record Drawing Plans", signed and stamped by Robert M. Tate, PE, # 6896, of Tate Engineering, Inc., 1103 N. 4th Street, Coeur d'Alene, ID 83814, dated August 18, 2008, including but not limited to: sanitary sewer system and appurtenances, stormwater swales, drywells and appurtenances, concrete curb and gutter, concrete sidewalk, pedestrian ramps, asphalt paving and base course, signage, street illumination, and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seventeen Thousand Six Hundred Fifty Seven and 00/100 Dollars (\$17,657.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2nd day of September 2009. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

20/20 Developments, LLC

Sandi Bloem, Mayor

James Smith, Member

ATTEST

Susan Weathers, City Clerk



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (949) 263-9300
www.inscoDico.com

MAINTENANCE BOND

BOND NO.: 7867385

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Sean A. McCoy as Principal,
and Indemnity Company of California, a corporation organized and doing business under
and by virtue of the laws of the State of California and duly licensed to conduct surety
business in the State of Idaho as Surety, are held and firmly bound unto
City of Coeur d'Alene
710 Mullan Ave
Coeur d'Alene, Idaho 83814

as Obligee, in the sum of Seventeen Thousand Six Hundred Fifty-Seven Dollars and 00/100

(\$ 17,657.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors
and successors, jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee to:
Maintain and Warrant the Public Improvements in the Provence 20 Subdivision

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described
therein for a period of one year following final acceptance of said improvements:

NOW, THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason
of any defective materials or workmanship which become apparent during the period of one year from and after acceptance
of the said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name
of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 25th day of August 2008
YEAR

Sean A. McCoy
Principal

Indemnity Company of California

BY: Karyl A. Richter
Attorney-in-Fact

Exrd # 786758S

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623. (949) 263-2300

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

*** Karyl A. Richter, Jenae M. Sexton, jointly or severally ***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of surety, ship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile order and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

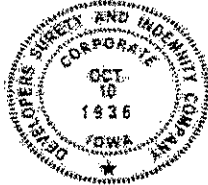
RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney, to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: [Signature]
Stephen T. Pate, Senior Vice President

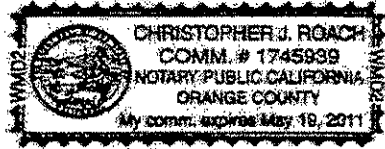
By: [Signature]
Charles L. Day, Assistant Secretary



State of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of this Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Christopher J. Roach


CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 25 day of August, 2008

By: [Signature]
Albert Hillebrand, Assistant Secretary

**CITY COUNCIL
STAFF REPORT**

DATE: September 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Prinetown at Waterford Subdivision: Final Plat, Subdivision Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Final Plat approval, a ninety (90) lot residential development.
2. City Council approval of the subdivision agreement and security.

HISTORY

- a. Applicant: Steve White
Copper Basin Construction, Inc.
PO Box 949
Hayden, ID 83835
- b. Location: Northeast corner of Prinetown and Downing Lanes, south of Prairie Avenue.
- c. Previous Action:
 1. Preliminary plat approval by the CdA Planning Commission, March 2008.

FINANCIAL ANALYSIS

The developer has provided security in the amount of \$750,00.00 to serve as the security for the subdivision agreement and the outstanding infrastructure improvements.

PERFORMANCE ANALYSIS

The developer has installed a portion of the required public improvements and is entering into a subdivision agreement and bonding for the remainder of the infrastructure in order to receive final approval for the subdivision plat document. He has committed to having the remaining improvements installed by October 31st 2008.

RECOMMENDATION

1. Approve the final plat.
2. Approve the subdivision agreement and accompanying security.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of September, 2008, between Copper Basin Construction, Inc., whose address is PO Box 949, Hayden, ID, 83835, with Steve White, President, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Princetown at Waterford, a residential subdivision in Coeur d'Alene consisting of ninety (90) buildable lots, situated in the northwest quarter of Section 28, 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 Developer agrees to complete the following public improvements: sanitary sewer system and appurtenances, water system and appurtenances, concrete curb and sidewalk installation, storm drainage system and appurtenances, roadway construction consisting of roadway preparation, base course and asphalt paving, illumination, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code, on or before, the 31st day of October, 2008. Said improvements are more particularly described on the subdivision improvement plans entitled "Princetown at Waterford", dated June 23, 2008, stamped by Ray Kimball, PE, #11617, on file in the City Engineer's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Seven Hundred Fifty Thousand and No/100 Dollars (**\$750,000.00**) securing the obligation of the Developer 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 Developer 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 the Developer's default, the Developer shall be responsible for any and all 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 Developer's. 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

COPPER BASIN CONSTRUCTION, INC.

Sandi Bloem, Mayor

Steve White, President

ATTEST:

Susan K. Weathers, City Clerk

IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 24371
DATE: AUGUST 26, 2008
AMOUNT: \$750,000.00

City of Coeur d'Alene
City Hall
710 Mullan Avenue
Coeur d'Alene, Idaho 83814

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. 24371 in your favor for the account of COPPER BASIN CONSTRUCTION, INC., P.O. Box 949, Hayden, ID 83835-0949, up to the aggregate amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND 00/100-----DOLLARS (\$750,000.00) U.S. currency, available by your draft(s) drawn at sight on us and presented to Washington Trust Bank on or before OCTOBER 31, 2009 or any extended date covering Princetown Subdivision and accompanied by the following:

1. A signed statement from City of Coeur d'Alene reading exactly as follows:

"I, the undersigned duly authorized representative of City of Coeur d'Alene, hereby certify that the draft drawn under this Letter of Credit represents the amount of money required to complete the improvements as are incidental and related thereto in accordance with the improvement drawings for water, sewer, fire hydrant, curb, sidewalk and roadway improvements as submitted to and approved by the City of Coeur d'Alene".

2. The original of this Letter of Credit.

All drafts presented under the credit must contain the clause "Drawn under Washington Trust Bank Letter of Credit No. 24371". Any and all banking charges, other than those of the issuing bank, are for the account of the beneficiary.

We hereby engage with the drawers and bona fide holders of drafts drawn under and in compliance with the terms of this Letter of Credit that the drafts will be duly honored upon presentation and delivery of documents, as specified, to Washington Trust Bank, International Department, 176 S. Post Street, Spokane, Washington 99201, on or before OCTOBER 31, 2009 or any extended date.

All drawings under this credit will be governed by the Uniform Customs & Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

Sincerely,



Connie Bischoff
Regional Senior Vice President

August 21, 2008

Mr. Gordon Dobler
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814-3964

Dear Gordon,

Due to the vagaries of grants that require multiple agency coordination, the Safe Sidewalks to Schools project will not be complete by August 30, 2008 as originally planned.

Panhandle Area Council's contract with the City for this project expires on August 30, 2008. I have enclosed an amendment which will extend PAC's contract until October 31, 2008 which should be sufficient to cover the construction and any necessary closeout activities. The amendment does not change any other terms of the contract.

I have enclosed two copies of the amendment for signature. Once executed, please return one copy to PAC in the envelope provided, and retain one for your files.

If you have any questions or require additional information please do not hesitate to contract me at (208) 772-0584 or nelle@pacni.org.

Thank you.

Sincerely,



Nelle Coler
Contracts Specialist

Enclosure as stated
Cc file

**Professional Services Contract
CITY OF COEUR D'ALENE
AND
PANHANDLE AREA COUNCIL**

**Safe Sidewalks to Schools Project
AMENDMENT #1**

The Professional Services Contract between the City of Coeur d'Alene, Idaho and Panhandle Area Council dated October 1, 2007 is hereby amended as follows:

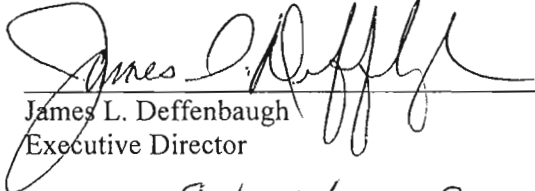
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** The services to be performed by the CONTRACTOR will be completed no later than October 31, 2008.

The foregoing contract amendment is hereby accepted with the understanding that all other terms and conditions will remain the same.

CITY OF COEUR D'ALENE

PANHANDLE AREA COUNCIL

Sandi Bloem
Mayor, City of Coeur d'Alene



James L. Deffenbaugh
Executive Director

DATE: _____

DATE: 8/21/2008

ATTEST: _____

ATTEST: Nelli Colver

**COEUR D' ALENE CITY COUNCIL
STAFF REPORT**

September 2nd, 2008

From; Doug Eastwood, Parks Director

RE: BID AWARD FOR FENCE AT FOREST & RIVERVIEW CEMETERIES

Decision Point: Award contract to Northwest Fence to install fence at Forest Cemetery along Government Way and at Riverview along Lincoln Avenue.

History: This is part of an improvement project in both cemeteries. We will be adding cremain niches, basalt signage, some tree replacement, interior roadway improvements, fencing and water conservation irrigation conversion at both Forest and Riverview Cemeteries. The current fencing at both cemeteries is chain link and we have replaced several sections over the years due to vehicle damage and an occasional tree falling on the fence. Forest Cemetery has not always been enclosed with fencing. Completely fencing the site occurred in the past 20 to 25 years to mitigate increased vandalism and theft of flowers and flower pot hangers.

Financial Analysis: The cost of cremain niches, signage, tree replacement, interior roadway improvements and fencing is being paid for out of the cemetery perpetual care fund. The funds are being 'borrowed' to accomplish this project and will be repaid to the perpetual care fund from the sales of the cremain niches. The estimated cost of the improvements is \$380,000. There will be three cremain niche walls added to Forest Cemetery and five cremain niche walls added to Riverview Cemetery for a total of 640 single and/or double niches. One hundred percent of the sales from the niches will go directly to the Cemetery Perpetual Care Fund until the costs of the improvements are completely repaid to the fund over a period of several years. Once the improvements costs are repaid to the perpetual care fund, 50% of the niche sales will then go to the Perpetual Care Fund and 50% will go to the daily operation of the cemetery. This is a one time loan from the Perpetual Care Fund as our long term goal is to grow this fund to a point where the interest income will sustain the annual operation of the cemetery with little or no general fund assistance.

Performance Analysis: This particular fence product has a 20 year warranty on paint and material. The product is coated on the exterior and interior to eliminate the possibility of rusting. The 'pickets' have a fusion welded technology solidly holding the pickets in place to the three rail system. The welds are not exposed creating what is referred to as a 'Good Neighbor Profile'. The three rails will be mounted with a flat mount bracket which leaves very few parts showing on the fence construction. The fence will be 60 inches tall and the bottom pickets will be off the ground at least 2 and ½ inches for maintenance. Each of the pickets will have a quad flare top which enhances the appearance of the fence and era. In the event that a tree falls on the fence, or if a car should run into it, we can get replacement panels very quickly; within 2 to 3 weeks. The proposed fence can be repaired by staff and there will be no apparent distinction between the repaired fence and the original fence; easy to repair, easy to get replacement parts, little or no maintenance and economical.

Decision Point: Award contract to Northwest Fence for installation of fencing at Forest and Riverview Cemeteries in the amount of \$86,972.28.

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of September, 2008, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **NORTHWEST FENCE**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 7488 N. Government Way, Coeur d' Alene, Idaho 83815, hereinafter referred to as "**CONTRACTOR**",

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **fence replacement at Forest and River Cemeteries** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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

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

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

Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Eighty-Six Thousand Nine Hundred Seventy Two and 28/100 Dollars (\$86,972.28)**.

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

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

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

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

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

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

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

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

- N) Special Provisions
- O) Plans
- P) Addenda

No. _____, dated _____, _____

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

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

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

**CONTRACTOR:
NORTHWEST FENCE**

Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of September, 2008, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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



STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of September, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Northwest Fence**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 9/14/08
Department Name / Employee Name / Date
Request made by: Burton and Vivene Near 777-1147
Name / Phone
1807 East First Avenue Post Falls, ID 83877
Address

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

Niche(s): _____
Lot(s): 590, _____, _____, _____, _____, _____ Block: C Section: RIV

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is Owner / / Executor* / / Other* _____

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

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

Burton and Vivene Near

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 450⁰⁰ per lot.

LKG
Supervisor's Init.

9/19/08
Date

paid \$270.00
will return \$270⁰⁰ only

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: Yes / / No.

Person making request is authorized to execute the claim:

MCG
Attorney Init.

8/18/08
Date

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

Stuart Weather
City Clerk's Signature

8-19-08
Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature

Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 8/13/08
Request made by: Daryl A & Ann L. Valenti Department Name / Employee Name / Date
1302 North 14th Name / Coeur d'Alene ID 83814 Phone / 765-9444
Address

The request is for: / / Repurchase of Lot(s)
X / Transfer of Lot(s) from Daryl & Ann Valenti to David & Zelda Nosler
Niche(s): _____
Lot(s): 108, 109, _____, _____, _____, _____, _____ Block: 2 Section: OP
Lot(s) are located in X / Forest Cemetery / / Forest Cemetery Annex (Riverview). 518 N. 17th CDA
Copy of / / Deed or X / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* / / Other* _____
*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ 4000) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 380700

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Sheri Carroll
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: X / Yes / / No
- 2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Daryl A and Ann L Valenti
- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.
RDE 8/14/08
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 8-13-08
Attorney Init. Date

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

Susan K. Weather 8-13-08
City Clerk's Signature Date

COUNCIL ACTION

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


CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 25, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Vacation of a Portion of the N/S Alley in Block 10, Aresvik Addition**

DECISION POINT

The applicant, Dave Rucker, is requesting the vacation of a portion of public alley in Block 10 of the Aresvik Addition that is located under the newly constructed retail complex and parking lot. The committee is being requested to make a recommendation to the City Council on whether or not to proceed with the request for vacation.

HISTORY

The subject public alley was dedicated on the Aresvik Addition plat in 1949. The previous retail structure that was situated on the site was destroyed by fire (2007) and a new retail structure is under construction on the site. Previous vacation actions in 1982 and 1984 vacated the east/west alley that separated Lots 5-8 from Lots 3 and 4 in Block 10, but not any portion of the north/south alley.

FINANCIAL ANALYSIS

There are no financial impacts to the City with the requested vacation.

PERFORMANCE ANALYSIS

The original site plan that was approved for the newly constructed project on the subject property was in error in relation to the new structure that is under construction, and therefore, the situation with the alley r/w was not identified at the onset of the project. The original layout showed the alley ending prior to the new structure, however, the alley actually was located under the building. When this came to light, the new structure was already under construction. The developer is willing to dedicate an easement to the public along the drive aisle that is at the rear of the new retail center, and that will resolve any access issues for the vehicular traffic that utilizes the alley as access.

RECOMMENDATION

Because the right-of-way was dedicated on a plat document, it must be vacated in accordance with Idaho Code 50-1306. Dedication of an easement along the drive aisle at the rear of the new retail complex will resolve any access issues, and, allow for traffic to access the north/south alley from either 4th or 5th Streets. It is the staff recommendation, that vacation request proceed upon dedication of the access easement along the northerly boundary of the subject property.

A1.1

RUCKER BUSINESS CENTER
4TH & BEST
Coeur d'Alene, Id 83814

Site Plan
SCALE: 1" = 10'-0"

MILLER
STAUFFER
ARCHITECTS
1712 FRONT AVE SUITE 201 COEUR D'ALENE IDAHO 83814 200.441.1173

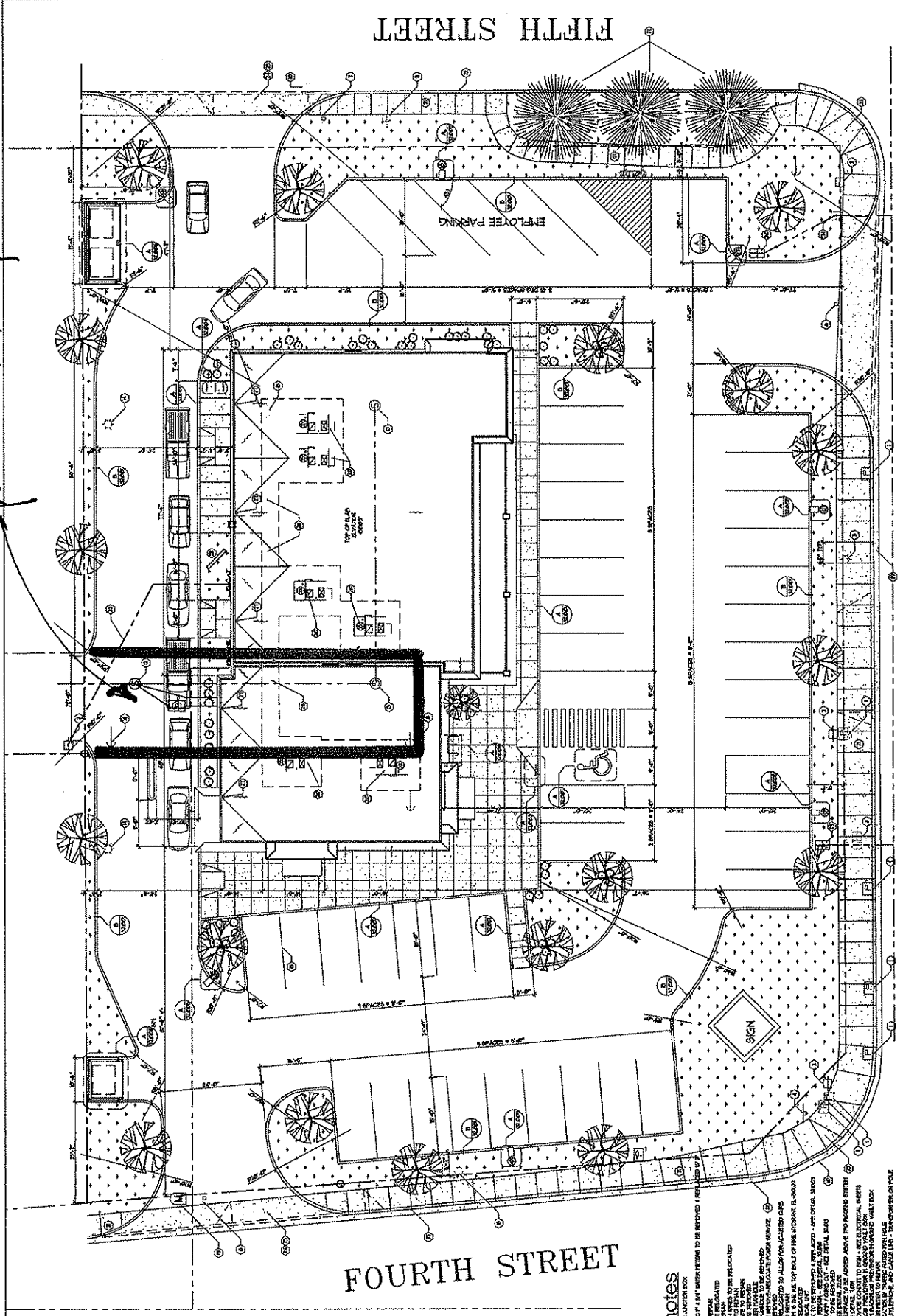
Scale: 1" = 10'-0"
Site Plan

BEST AVENUE

FOURTH STREET

FIFTH STREET

PORTION OF AVENUE



Keynotes

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EX TAX #

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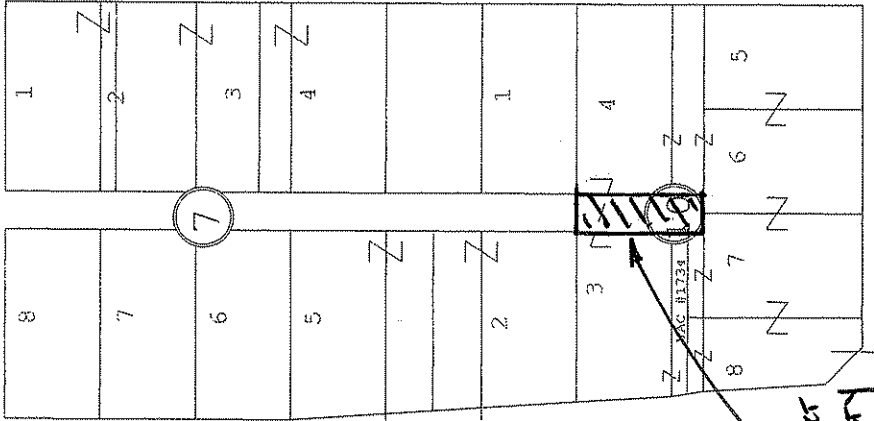
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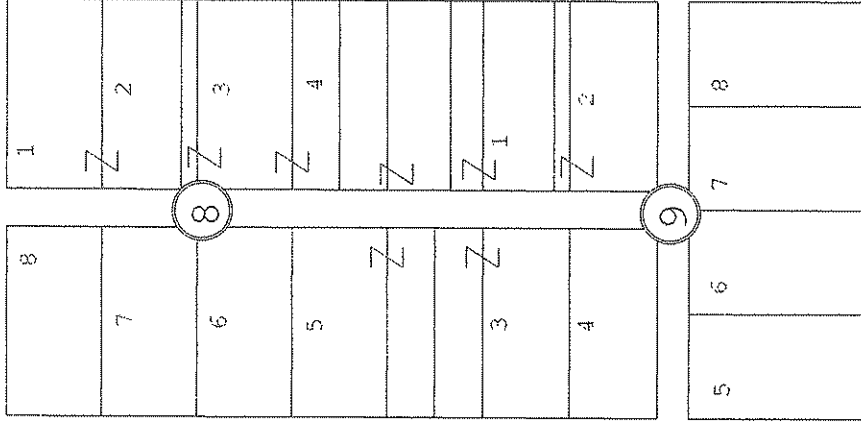
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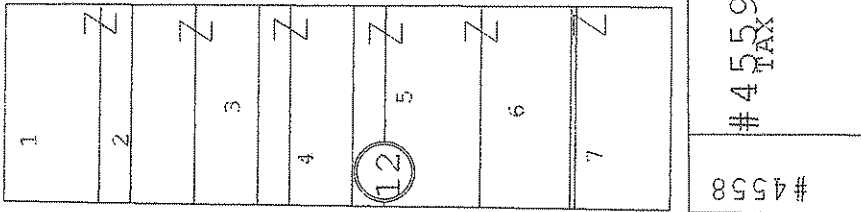
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**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: August 25, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Vacation of Undeveloped Right-of-way on the Northgate Mall
Condominium Plat

DECISION POINT

The applicant, Donald J. Beck, is requesting the vacation of a length of undeveloped right-of-way from the Northgate Mall condominium plat. The committee is being requested to make a recommendation to the City Council on whether or not to proceed with the request for vacation.

HISTORY

The subject right-of-way was dedicated on the noted condominium plat in 1986, and the intent at the time would have been for future street construction to the east of the subject development.

FINANCIAL ANALYSIS

There are no financial impacts to the City with the requested vacation.

PERFORMANCE ANALYSIS

Development to the east of the subject has been structured in such a manner as to eliminate the need for this portion of right-of-way.

SUMMARY

Because the right-of-way was dedicated on a plat document, it must be vacated in accordance with Idaho Code 50-1306. The subject right-of-way would have no connection to the east, is not large enough for a full road section, and, is not situated in a desirable location for a connection to Government Way. Vacation of the subject right-of-way would not adversely impact on the City's road network.

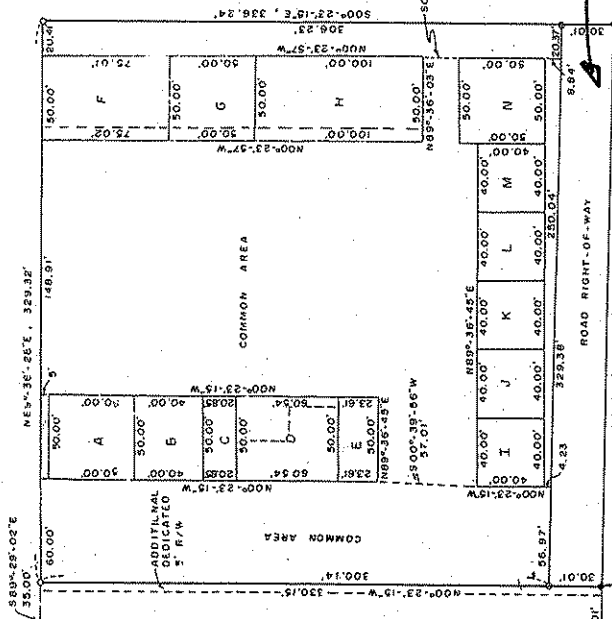
NORTHGATE MALL

A CONDOMINIUM PLAT IN GOVERNMENT LOT 4
SECTION 1, T50N, R4W B.M., CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

1/4 SECTION 1
FO. B.C. MON. IN
MON. CASE

JACK A. LEBLANC
DONALD J. BECK TAX NO. 125

589°-25'-24"E
26.93 0.07
1025.86



MICHEL MOBILE HOMES & BOATS
TAX NO. 375

FO. RR. SPIKE AS RECORDED
7 TH. & LUNGFORD
RECORDED

2887 11' AU
FO. RR. 2' BELOW
PAVEMENT AS
RECORDED

SURVEYORS CERTIFICATE
I, Earl E. Sanders, a registered land
surveyor in the State of Idaho, License
Number 123, do hereby certify that this
is a true and correct survey made by me
or under my supervision and that it is
in accordance with the laws of the State
of Idaho.

OWNERS CERTIFICATE OF DEDICATION
BE IT KNOWN BY ALL PERSONS THAT Robert J. Shaw and Lorraine J. Shaw, husband and wife, Donald J. Beck and Jane W. Beck, husband and wife, and Jack A. Leblanc, and the Estate of Bernice E. Leblanc are the owners of the following described land and have caused it to be platted and recorded with all other necessary documents to create a condominium project in accordance with the Idaho Condominium Property Act and said owners do further submit said tract of land and all improvements thereon to the provision of said act.

DESCRIPTION:
Beginning at a point on the South line of Government Lot 4, Section 1, Township 30 North, Range 1 West B.M., City of Coeur d'Alene, Kootenai County, Idaho which bears S89°-19'-57"E a distance of 35.01 feet from the corner of the East line of said Government Lot 4; thence S00°-25'-15"W parallel to the East line of said Government Lot 4 a distance of 330.15 feet; thence S89°-36'-28"E at right angles a distance of 500°-25'-15"W a distance of 356.21 feet to the intersection with the South line of said Government Lot 4; thence N89°-19'-57"W a distance of 339.58 feet to the point of Beginning.

BE IT FURTHER KNOWN THAT:

- (1) The South 30.00 feet which adjoins and lies parallel to the above described tract of land is to be set aside as a right-of-way for future use.
- (2) Common areas less than eight feet wide are proportioned according to Schedule "A" as shown hereon.
- (3) An easement over the common area is hereby granted generally to all public utilities and specifically to the City of Coeur d'Alene for sewer line and water line installation and maintenance.

Jack A. Leblanc Robert J. Shaw
DONALD J. BECK
Lorraine J. Beck
Jane W. Beck
Personal Representative

ACKNOWLEDGEMENT

State of Idaho
County of Kootenai) S.S.

On this 23rd day of May, 1986, before me personally appeared Jack A. Leblanc, Robert J. Shaw, Lorraine J. Beck, and Jane W. Beck, known to me to be the persons whose names are subscribed to the foregoing Owners Declaration and acknowledged to me as their free and voluntary act.

Donal J. Lang
Notary Public
Residing in Coeur d'Alene, Idaho

CITY ENGINEER
I hereby certify that I have examined this plat and approve same for filing.

Cour d'Alene City Engineer
Date May 23, 1986

CITY CLERK
I hereby certify that I have examined this plat and approve same for filing.

Coeur d'Alene City Engineer
Date June 4, 1986

KOOTENAI COUNTY SURVEYOR
I hereby certify that this plat meets the conditions and conforms to the regulations of the Plumbline Health District this 5 day of May, 1986, for connection to MUNICIPAL WATER & SEWER SYSTEMS.

KOOTENAI COUNTY SURVEYOR
I hereby certify that the required taxes have been paid on the herein platted land dated this 19 day of May, 1986.

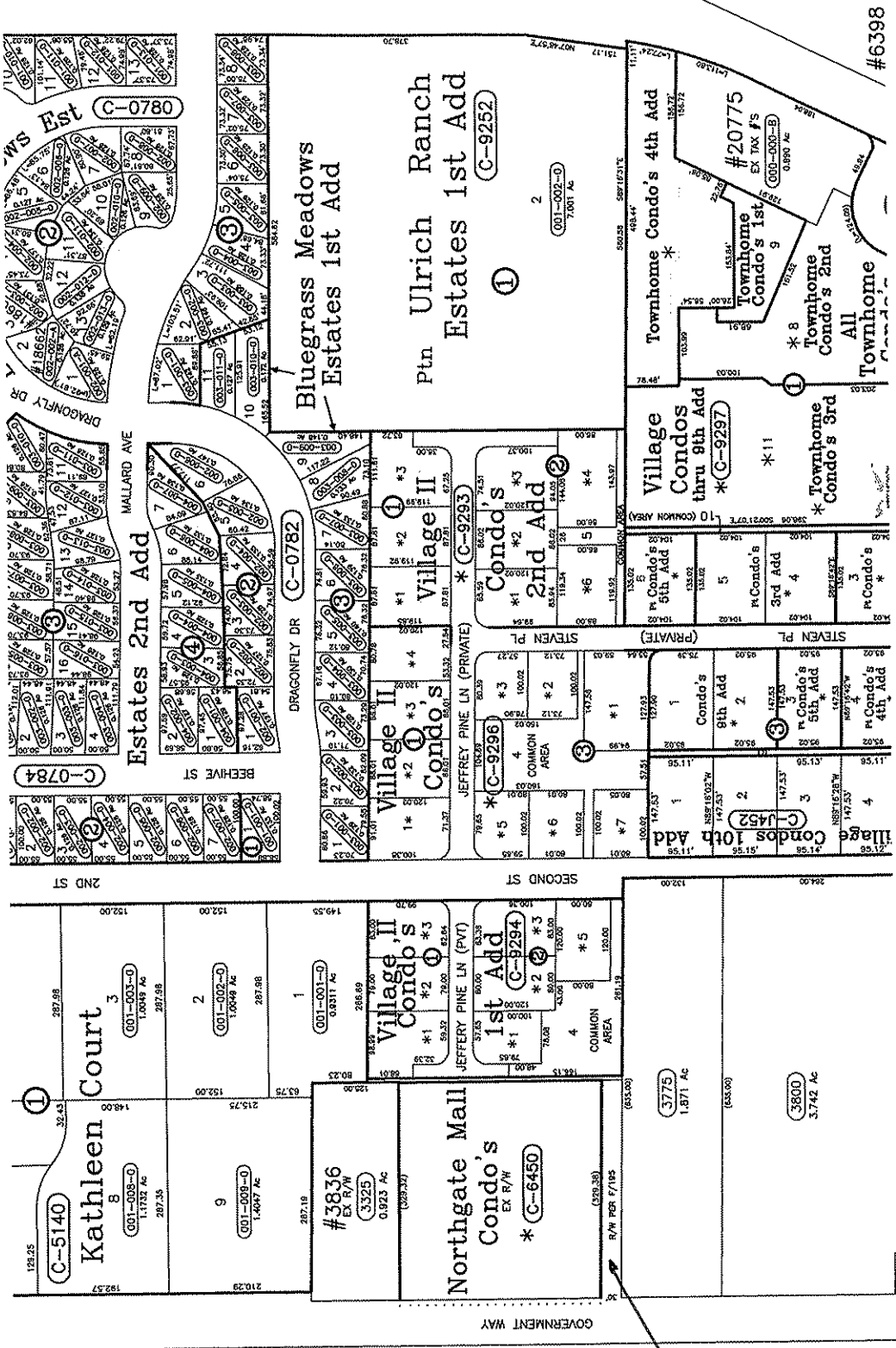
KOOTENAI COUNTY RECORDER
I hereby certify that this plat was filed for record in the office of the recorder of Kootenai County, Idaho, at the request of _____, 1986 at _____ m. and duly recorded in Plat Book _____ at Page _____

KOOTENAI COUNTY RECORDER

AREA OF REQUEST

Map showing Northgate Mall, Vicinity Square, and other streets. A cloud-like outline highlights a specific area labeled 'AREA OF REQUEST'.


NOTARY PUBLIC
Residing in _____
Date _____



#6398

Area of
request

**CITY COUNCIL
STAFF REPORT**

DATE: September 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Glacier NW - Seltice Subdivision: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. Final Plat approval, a four (4) lot commercial development.

HISTORY

- a. Applicant: Charlie Nipp
Glacier Partners
700 W. Ironwood Drive
Suite 300
Coeur d'Alene, ID 83814
- b. Location: Seltice Way at Northwest Boulevard.
- c. Previous Action:
 1. Preliminary plat approval by the CdA Planning Commission, November 2005.

FINANCIAL ANALYSIS

There are no financial agreements associated with this development.

PERFORMANCE ANALYSIS

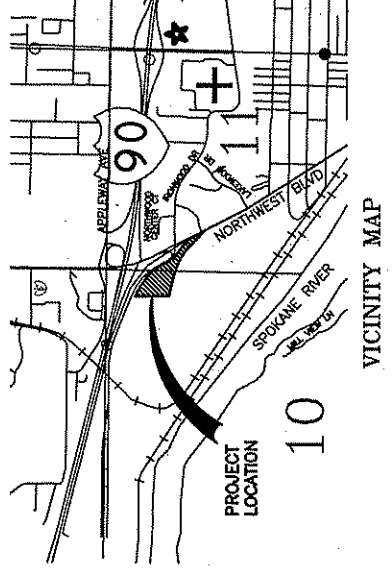
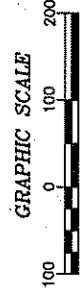
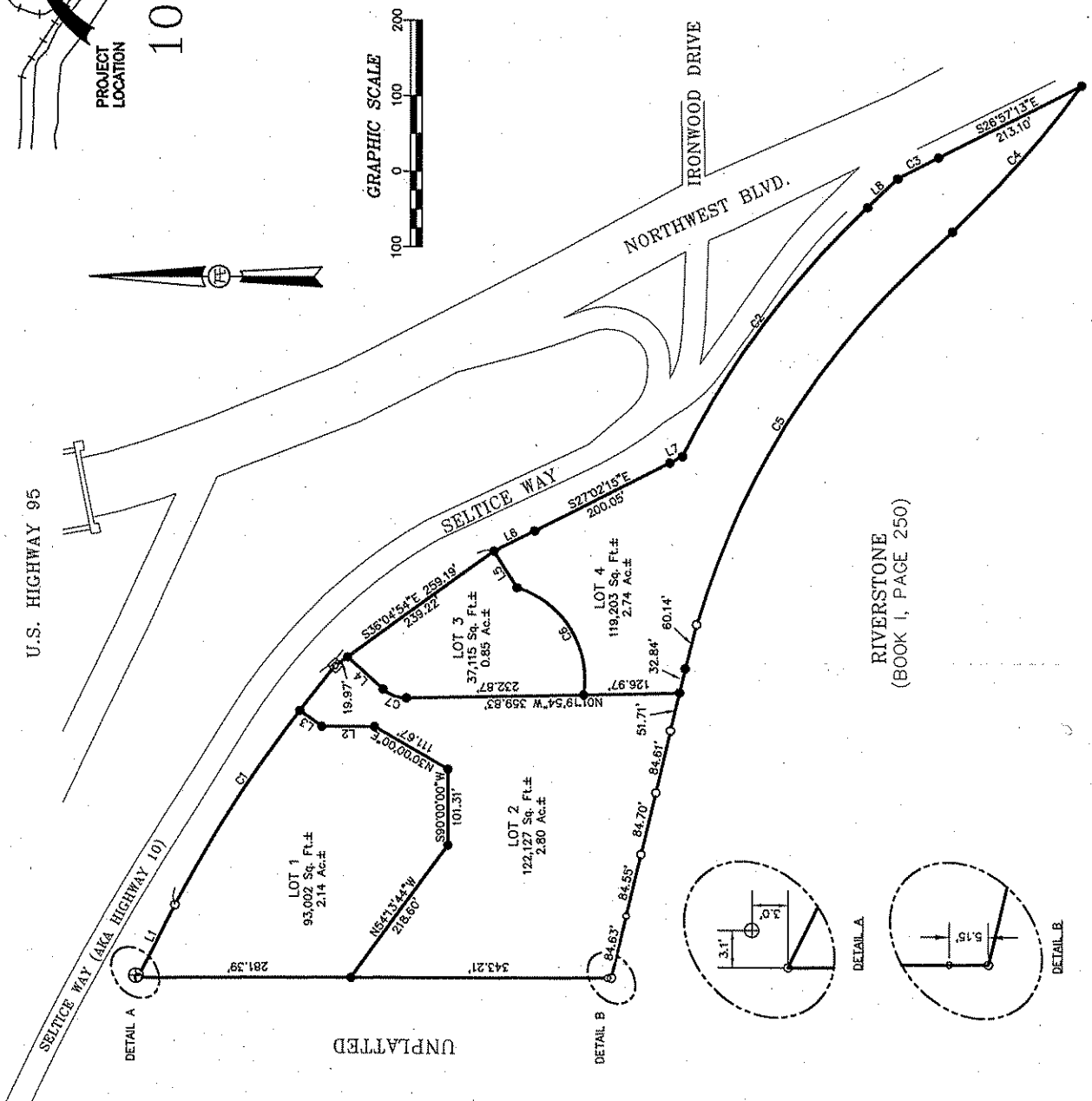
All necessary infrastructure mains are installed to the subject property and the balance of site improvements are being installed at the time of development on the individual lots. There is an existing Holiday Inn Express facility on Lot 1.

RECOMMENDATION

1. Approve the final plat document.

SHORT PLAT OF GLACIER NW-SELTICE
 A PORTION OF THE NE QUARTER, SECTION 10, AND THE N/W QUARTER, SECTION 11,
 TOWNSHIP 50 NORTH RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

U.S. HIGHWAY 95



LEGEND

- FD. AN IRON ROD 1/2 IN. DIAM.
- ⊕ FD. AN ALUMINUM CAP, 3-7/8 IN. DIAM. MARKED AS SHOWN
- FD. AN IRON ROD 5/8 IN. DIAM.
- SET AN IRON ROD 5/8 IN. DIAM.
- ⊠ FD. HIGHWAY ROW MONUMENT

NOTES

1. ALL DISTANCES ARE IN U.S. FEET.
2. LOTS WITHIN THIS DEVELOPMENT ARE SERVED BY THE CITY OF COEUR D' ALENE WATER AND WASTEWATER SYSTEMS.

BASIS OF BEARING

BASIS OF BEARING ~ CENTERLINE MONUMENTS OF RIVERSTONE DRIVE PER PLATTED DATA.

LINE	LENGTH	BEARING
L1	109.83	S63°58'40"E
L2	70.11	S00°01'06"E
L3	35.99	S35°45'10"W
L4	63.11	N41°59'14"E
L5	56.95	N87°44'59"E
L6	60.08	S27°04'36"E
L7	18.52	S27°03'28"E
L8	55.16	S45°35'26"E

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	363.58	1834.86	1158°33'7"	192.48	392.86	S86°15'07"E
C2	415.89	1186.28	119°35'26"	210.12	413.90	S33°33'09"E
C3	60.28	1859.88	1°31'28"	30.14	60.28	S27°37'56"E
C4	259.60	1482.69	1°01'55"	130.13	259.27	S48°36'25"E
C5	633.31	1056.28	33°05'56"	325.76	674.54	N60°09'25"W
C6	161.25	125.52	82°44'10"	110.53	165.91	N89°17'30"E
C7	34.02	45.00	43°19'08"	17.87	33.22	S20°19'40"W


BOOK _____ PAGE _____
 No. _____
 STATE OF IDAHO
 COUNTY OF KOOTENAI
 AT THE REQUEST OF
 TATE ENGINEERING, INC.
 M. _____ minutes past _____ o'clock _____ M.
 Date: _____
 DANIEL J. ENGLISH, RECORDER
 By: _____ Deputy
 Fee \$ _____

TATE ENGINEERING
 1103 N. 4TH STREET, COEUR D' ALENE, IDAHO, 83814
 (208) 678-8708 FAX: (208) 667-2129

PROJECT NO.: 05247 DATE: 10/3/05 SCALE: 1" = 100'
 DRAWING: 05247P CHECKED: EMW DRAWN BY: AMT

PAGE 1 OF 2

**CITY COUNCIL
STAFF REPORT**

DATE: September 2, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Acceptance of Utility Easement from Glacier Partners**

DECISION POINT

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

FINANCIAL ANALYSIS

There is no cost to the City.

PERFORMANCE ANALYSIS

Glacier Partners is dedicating the easement for the placement of a water line for a future building project on their property on Seltice Way at Northwest Boulevard. The developers are dedicating the easement outside of their subdivision plat document (Glacier NW – Seltice) in case future development of the site requires them to relocate it. Not being dedicated on the plat document relieves the need to complete the subdivision vacation process (IC 50-1306A) if the developers decide that it needs to be relocated.

RECOMMENDATION

Accept the easement on behalf of the City and direct the City Clerk to proceed with the recordation of the document.

**GRANT of EASEMENT
FOR WATER MAIN AND APPURTENANCES**

KNOW ALL MEN BY THESE PRESENTS, that Glacier Partners, whose address is 700 W. Ironwood Drive, Suite 300, Coeur d'Alene, Idaho 83814, with Charlie Nipp, Partner, **GRANTORS**, 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, Kootenai County, State of Idaho, a municipal corporation**, the **GRANTEE**, whose address is **710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958**, its successors and assigns, an easement, together with the rights of ingress and egress for the installation, improvement, operation and maintenance of a potable water line and appurtenances, over and through the following described property in Kootenai County, to wit:

See attached "Exhibits A & B" incorporated herein.

TO MAINTAIN AND/OR USE a water pipeline, together with such fixtures and appurtenances, at such locations and elevations, upon, along, over and under the right-of-way described below as **GRANTEE** may now or hereafter determine in its sole discretion without any additional compensation.

GRANTORS, their heirs, successors and assigns shall not erect or construct or permit to be erected or constructed any building, structure or improvement, or plant any tree or trees, or plant any other vegetation or flora excepting grass within said easement, or increase or decrease the existing ground elevations without the express written approval of the City of Coeur d'Alene as evidenced by the signature of the Water Department Superintendent on an approved plan. **GRANTORS**, their heirs, successors and assigns shall not dig or drill any hole or wells on any portion of the easement.

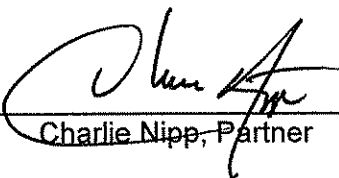
GRANTORS agree that no other easement or easements shall be granted on, under, or over this easement without obtaining the prior written consent of **GRANTEE**.

GRANTEE may at any time increase its use of the easement, change the location of pipe or other facilities within the boundaries of the easement, or modify the size of existing facilities or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to **GRANTORS** or **GRANTOR'S** heirs, successors, or assigns, provided **GRANTEE** does not expand its use of the easement beyond the easement boundaries described above.

GRANTORS expressly warrant and represent that **GRANTORS** have the power to grant this easement in accordance with its terms.

IN WITNESS WHEREOF, the GRANTORS have executed this easement this 14th day of August, 2008.


Glacier Partners

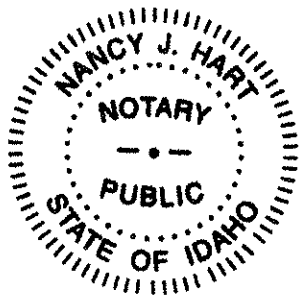
By: 
Charlie Nipp, Partner

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 14th day of August, 2008, before me, a Notary Public, personally appeared Charlie Nipp, known to me to be a Partner, of Glacier Partners, and the person who executed the foregoing instrument on behalf of said partnership, and, acknowledged to me that such partnership executed the same.

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


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



Project: 20-08-039
Date: 7-31-08
Revised:

PARKWOOD SELTICE WAY
LEGAL DESCRIPTION OF WATER LINE EASEMENT

A Parcel of land being that portion of the Northeast $\frac{1}{4}$ of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

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

thence along the northeasterly boundary of said "New Parcel 3A" the following 4 courses and distances:

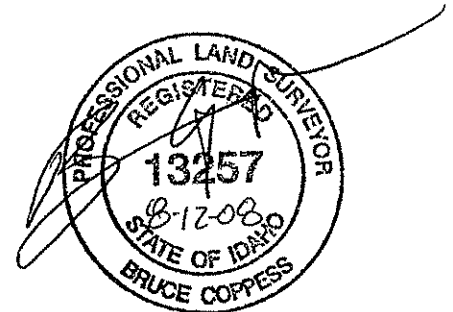
South $63^{\circ}58'40''$ East, 108.83 feet along the chord of an offset spiral curve;
thence 383.56 feet along the arc of a non-tangent curve, having a radius of 1834.86 feet, a delta of $11^{\circ}58'37''$, and a long chord which bears South $56^{\circ}15'07''$ East, 382.86 feet;
thence South $36^{\circ}06'16''$ East, 259.24 feet;
thence South $27^{\circ}05'02''$ East, 23.00 feet;

thence leaving said northeasterly boundary South $62^{\circ}57'10''$ West, 24.95 feet to the POINT OF BEGINNING.

Thence South $27^{\circ}02'15''$ East, 221.14 feet;
thence South $46^{\circ}30'16''$ East, 29.49 feet;
thence North $43^{\circ}29'44''$ East, 3.93 feet;
thence 198.09 feet along the arc of a non-tangent curve to the right, having a radius of 1251.55 feet, a delta of $9^{\circ}04'41''$, and a long chord which bears South $59^{\circ}10'53''$ East, 198.09 feet;
thence South $35^{\circ}22'47''$ West, 10.00 feet;
thence 189.16 feet along the arc of a non-tangent curve to the left, having a radius of 1241.55 feet, a delta of $8^{\circ}44'17''$, and a long chord which bears North $59^{\circ}00'41''$ West, 189.16 feet;
thence South $43^{\circ}29'44''$ West, 6.54 feet;
thence North $46^{\circ}30'16''$ West, 41.21 feet;
thence North $27^{\circ}02'15''$ West, 222.85 feet;
thence North $62^{\circ}57'45''$ East, 10.00 feet to the POINT OF BEGINNING.

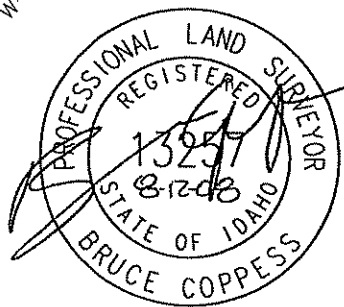
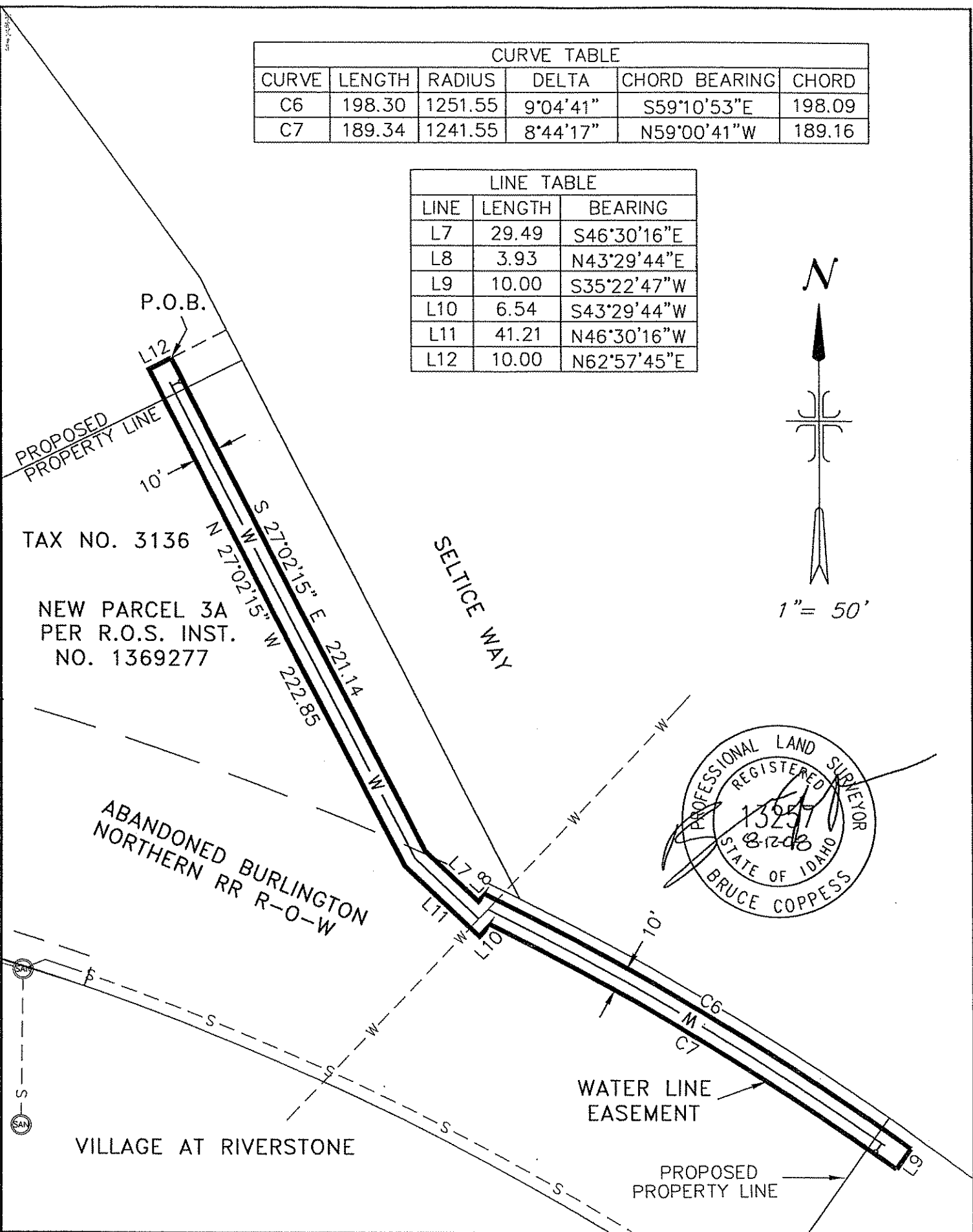
END OF DESCRIPTION

Prepared by:
J-U-B ENGINEERS, Inc.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C6	198.30	1251.55	9°04'41"	S59°10'53"E	198.09
C7	189.34	1241.55	8°44'17"	N59°00'41"W	189.16

LINE TABLE		
LINE	LENGTH	BEARING
L7	29.49	S46°30'16"E
L8	3.93	N43°29'44"E
L9	10.00	S35°22'47"W
L10	6.54	S43°29'44"W
L11	41.21	N46°30'16"W
L12	10.00	N62°57'45"E



REUSE OF DRAWINGS
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NO.	REVISION DESCRIPTION	BY	APR.	DATE

CAD FILE: Utility Easements
 PROJ. #: 20-02-039
 PLOT SCALE:
 DRAWING NO.:
 DRAWN BY: vlc
 DESIGN BY: rfw
 CHECKED BY: ba

EXHIBIT
WATER LINE EASEMENT
 PARKWOOD SELCTICE WAY
 IN THE NE 1/4, SEC. 10, T.50 N., R.4 W., B.M.

SHEET
 1
 OF
 1

ANNOUNCEMENTS

Memo to Council

DATE: August 26, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointments and reappointments are presented for your consideration for the September 2nd Council Meeting:

KATHIE WILCOX
JAY LEE

CDA TV COMMITTEE
CDA TV COMMITTEE

LINDA FALK (Reappointment as
Family Childcare Assoc.
Representative)

CHILDCARE COMMISSION

DOUG FAGERNESS
(Reappointment as Head Start
Representative)

CHILDCARE COMMISSION

Copies of the available datasheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director/CDATV Liaison
Kathy Lewis, Childcare Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

August 25, 2008
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson - *ABSENT*
Ron Edinger, Acting Chairperson
John Bruning

CITIZENS PRESENT

Tom Hasslinger, Coeur d' Alene Press
Peter Luttrupp
Shane O'Shay – Idaho Department of Lands
Mark Weadick, Tubbs Hill Foundation

STAFF PRESENT

Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Troy Tymesen, Finance Director
Kenny Gabriel, Fire Chief
Ed Wagner, Building Official
Glenn Lauper, Deputy Fire Chief

Item 1. Council Bill No 08-1014 / Code Clarification – Private Swimming Pools.
(Agenda Item)

Ed Wagner, Building Official explained that the purpose of this request is to clarify governing code, by removing antiquated city code, to allow the adopted 2006 International Residential Code (IRC), Appendix G, to regulate residential swimming pools within city limits.

Councilman Bruning asked Mr. Wagner if the City can maintain requirements that are more strict than the International Residential Code such as the 6 ft. height requirement as well as the private pool hours of instruction restriction. Mr. Wagner replied, yes.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Council Bill No. 08-1014 to require Swimming Pool compliance with the 2006 IRC, Appendix G and retain the city code, Chapter 8.20 as is.

Item 2. Presentation – Controlled Fire Burn / Tubbs Hill.
(Agenda Item)

Glenn Lauper, Deputy Fire Chief, stated that the Parks Department, Idaho Department of Lands, Tubbs Hill Foundation, and the Fire Department are trying to establish the best plan for reduction of ground fuels on Tubbs Hill. Mr. Lauper discussed using other means than fire to remove some of the ground fuels (brush) such as mechanical alternative treatments.

Shane O'Shay, Idaho Department of Lands, stated that they had run a fuel model and determined it is unsafe to use fire as the only means of removing the ground fuels on the west side of the hill. Mr. O'Shay discussed using mechanical alternative treatments for those areas too sensitive for a prescribed burn.

Karen Haskew, Urban Forester, stated that reduction of fuels will improve fire safety on Tubbs Hill, thereby improving the safety of the recreating public, and that of neighboring property owners. Any fires that may be started by nature or the careless acts of people will spread less quickly, allowing fire-fighting resources adequate response time and smaller, more "fight-able" fires. Therefore, less area will be affected by destructive fire. In addition, the reduction of brush cover will allow for the planting and establishment of ponderosa pine regeneration, which requires sunlight. Where there is enough moisture, white pine and tamarack can also be

planted. An increase of the ponderosa pine and other species in the future forest is needed because of the proliferation of root rot in the more dominant Douglas-fir. The root rot is causing the death of large established Douglas-fir trees and will also prevent trees of this species from growing to a large/mature size in the foreseeable future.

Councilman Edinger asked Mr. Lauper if they have the \$6800, as stated in the staff report, in their budget. Mr. Lauper responded, not until the new fiscal year. Mr. Lauper added that there will be additional costs incurred by the Idaho Department of Lands, Bureau of Lands Management, and the Forest Service. This is a cost analyses per acre costs and is mostly personnel costs. The mechanical treatment will be approximately \$700 - \$800 per acre.

Mark Weadick, representing the Board of Directors for the Tubbs Hill Foundation, stated that the Foundation is very much in support of the vegetation management of Tubbs Hill as well as the reestablishment of the ponderosa pine. At the Foundation's August meeting they voted to support the fall burning and planting of the native trees.

Councilman Edinger asked Mr. Lauper if Fire Smart funding is available for funding this project. Mr. Lauper responded that he does not believe this project would fall under that type of funding which is mostly designed to protect privately owned property. In the past Fire Smart has treated several acres on the north side because of the homes in that area. Mr. O'Shay confirmed that, at this time, there is no other funding assistance for this type of project.

Councilman Edinger again inquired about the cost of the project. Mr. Lauper responded that the \$6,800 is only a reflection of what it would cost the fire department in labor for 2 days of burning. He is not sure where the funding will come from if mechanical treatment alternatives are used as they've just begun discussing the mechanical treatments today.

Mr. Weadick responded that the Tubbs Hill Foundation has in the past funded some projects on Tubbs Hill. This could be a project that the Foundation would consider assisting with. He also mentioned that he believes the City has a budget line entitled *City Line* which is lease money from the 11th Street Marina. In the past, funds from this budget line have been used towards Tubbs Hill management cost.

Karen Haskew added that after the prescription burn the ground will be blackened, which is not aesthetically pleasing. This effect can be expected to last until spring growth greens up the area. However, a well-carried-out prescribed burn will leave the soil intact and we anticipate that there will not be any erosion problems.

Councilman Edinger asked Mrs. Haskew if the media will be alerted so that the citizen are well aware of the plans to burn. Ms. Haskew assured the council that plenty of information will be offered.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council authorize staff to proceed with the fall prescribed burns in the East and West areas of Tubbs Hill to achieve fire and vegetation management and authorize staff to look at the mechanical treatment prior to the burning. He further requested that ample information be given to the public about the program.

The meeting adjourned at 12:26 p.m.

Respectfully submitted,

Juanita Van Cleave
Recording Secretary

Date: August 25th, 2008
To: General Services Committee
From: Sean Holm, Planner
Subject: Code Clarification- Private swimming pools

Decision Point:

The purpose of this modification is to clarify governing code, by removing antiquated city code, to allow the adopted 2006 International Residential Code (IRC), Appendix G, to regulate residential swimming pools within city limits.

History:

In 1974, the City Council adopted ordinance 1379 governing the placement and various safety features to be incorporated in the construction of swimming pools (see attached city code). This section of the code has historically been difficult to determine which adopted city code would apply to ensure compliance due to overlapping and conflicting standards in different city departments.

On September 5th, 2006, City Council passed Ordinance 3267 effectively repealing section 8.20.060 of city code- Private Pool; Location.

The decision at that time was to repeal a specific portion of the code but wait until the city officially adopted the 2006 International Residential Code (IRC) before making a decision of which code would take precedence in pool installation regulation (see attached IRC code). The 2006 IRC has been officially adopted by the City of Coeur d'Alene.

The request to allow IRC to govern still maintains the intent of city code: Depth of water which triggers code and barrier requirements. In addition, the IRC will safeguard further by enforcing entrapment protection for suction outlets.

Financial Analysis:

There is no financial impact associated with the proposed amendment.

Performance Analysis:

The code change would allow the 2006 IRC code to regulate the construction of residential pools within city limits.

Decision Point Recommendation(s):

Options include:

1. Leave the code unchanged and require proposed pools to meet current city code.
2. Remove city code listed above (8.20.010 through 8.20.070); and require compliance with 2006 IRC, Appendix G.
3. Retain a portion of city code and in addition let the 2006 IRC, Appendix G, govern residential pools.

City code:

8.20.010: FENCE; HEIGHT; LOCATION:

All public, semipublic and private swimming pools located in the city capable of holding twenty four inches (24") or more of water shall have the area in which the swimming pool is located surrounded by a fence six feet (6') in height. No such fence or building shall be located within five feet (5') of the edge of the swimming pool.

8.20.020: PUBLIC OR SEMIPUBLIC POOLS; GATES; LATCHES:

Gates leading to public or semipublic swimming pools shall be securely fastened shut when the pool is not in use by authorized persons or supervised by a qualified attendant. Locks or latches shall be placed not less than four feet (4') above the ground.

8.20.030: FILTER OR HEATING EQUIPMENT STRUCTURES:

Structures housing filter or heating equipment or change houses shall be located in conformity with the regulations pertaining to accessory buildings

8.20.040: SAFETY LATCHES:

Private swimming pools shall have all gates provided with safety latches operated only from the pool side of the fence and the latches shall be located not less than four feet (4') above the ground.

8.20.050: POOL COVER NOT SUBSTITUTE FOR REQUIRED FENCE:

A cover which may be used to enclose or cover the swimming pool shall not qualify as a substitute for the required fence or as a means of providing minimum safeguards of the pool area.

8.20.060: PRIVATE POOL; LOCATION:

(Rep. by Ord. 3267 §1, 2006: Ord. 1379 §2(part), 1974)

8.20.070 PRIVATE POOL; SWIMMING INSTRUCTION:

Use of a private pool for swimming instructions to not more than six (6) pupils simultaneously is permitted, provided that:

- A. Hours of instruction are restricted to those between nine o'clock (9:00) A.M. and five o'clock (5:00) P.M.;
- B. No amplified sound equipment is used in the instruction;
- C. The pool area is separated from adjoining properties by a six foot (6') sight obstructing fence;
- D. Vehicular traffic to the site shall not be such as to create a hazard or a parking problem adversely affecting adjacent property owners;
- E. The installation of such a pool shall meet the requirements of the state department of health pertaining to public pools.

2006 IRC code:

SWIMMING POOLS, SPAS AND HOT TUBS
SECTION AG101

GENERAL

AG101.1 General.

The provisions of this appendix shall control the design and construction of swimming pools, spas and hot tubs installed in or on the lot of a one- or two-family dwelling.

SECTION AG102

DEFINITIONS

AG102.1 General.

For the purposes of these requirements, the terms used shall be defined as follows and as set forth in Chapter 2.

ABOVE-GROUND/ON-GROUND POOL. See "Swimming pool."

BARRIER. A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

HOT TUB. See "Swimming pool."

IN-GROUND POOL. See "Swimming pool."

RESIDENTIAL. That which is situated on the premises of a detached one- or two-family dwelling or a one-family townhouse not more than three stories in height.

SPA, NONPORTABLE. See "Swimming pool."

SPA, PORTABLE. A nonpermanent structure intended for recreational bathing, in which all controls, water-heating and water-circulating equipment are an integral part of the product.

SWIMMING POOL. Any structure intended for swimming or recreational bathing that contains water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground swimming pools, hot tubs and spas.

SWIMMING POOL, INDOOR. A swimming pool which is totally contained within a structure and surrounded on all four sides by the walls of the enclosing structure.

SWIMMING POOL, OUTDOOR. Any swimming pool which is not an indoor pool.

SECTION AG103

SWIMMING POOLS

AG103.1 In-ground pools.

In-ground pools shall be designed and constructed in conformance with ANSI/NSPI-5 as listed in Section AG108.

AG103.2 Above-ground and on-ground pools.

Above-ground and on-ground pools shall be designed and constructed in conformance with ANSI/NSPI-4 as listed in Section AG108.

SECTION AG104

SPAS AND HOT TUBS

AG104.1 Permanently installed spas and hot tubs.

Permanently installed spas and hot tubs shall be designed and constructed in conformance with ANSI/NSPI-3 as listed in Section AG108.

AG104.2 Portable spas and hot tubs.

Portable spas and hot tubs shall be designed and constructed in conformance with ANSI/NSPI-6 as listed in Section AG108.

SECTION AG105

BARRIER REQUIREMENTS

AG105.1 Application.

The provisions of this chapter shall control the design of barriers for residential swimming pools, spas and hot tubs. These design controls are intended to provide protection

against potential drownings and near-drownings by restricting access to swimming pools, spas and hot tubs.

AG105.2 Outdoor swimming pool.

An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa shall be surrounded by a barrier which shall comply with the following:

1. The top of the barrier shall be at least 48 inches (1219 mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).
2. Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.
3. Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed $1\frac{3}{4}$ inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm) in width.
5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed $1\frac{3}{4}$ inches (44 mm) in width.
6. Maximum mesh size for chain link fences shall be a $2\frac{1}{4}$ -inch (57 mm) square unless the fence has slats fastened at the top or the bottom which reduce the openings to not more than $1\frac{3}{4}$ inches (44 mm).
7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than $1\frac{3}{4}$ inches (44 mm).
8. Access gates shall comply with the requirements of Section AG105.2, Items 1 through 7, and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the gate, the release mechanism and openings shall comply with the following:
 - 8.1. The release mechanism shall be located on the pool side of the gate at least 3 inches (76 mm) below the top of the gate; and
 - 8.2. The gate and barrier shall have no opening larger than $\frac{1}{2}$ inch (13 mm) within 18 inches (457 mm) of the release mechanism.
9. Where a wall of a dwelling serves as part of the barrier, one of the following conditions shall be met:
 - 9.1. The pool shall be equipped with a powered safety cover in compliance with ASTM F 1346; or
 - 9.2. Doors with direct access to the pool through that wall shall be equipped with an alarm which produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed in accordance with UL 2017. The audible alarm shall activate within 7 seconds and sound continuously for a minimum of 30 seconds after the door and/or its screen, if present, are opened and be capable of being heard throughout

the house during normal household activities. The alarm shall automatically reset under all conditions. The alarm system shall be equipped with a manual means, such as touch pad or switch, to temporarily deactivate the alarm for a single opening. Deactivation shall last for not more than 15 seconds. The deactivation switch(es) shall be located at least 54 inches (1372 mm) above the threshold of the door; or

9.3. Other means of protection, such as self-closing doors with self-latching devices, which are approved by the governing body, shall be acceptable so long as the degree of protection afforded is not less than the protection afforded by Item 9.1 or 9.2 described above.

10. Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps:

10.1. The ladder or steps shall be capable of being secured, locked or removed to prevent access; or

10.2. The ladder or steps shall be surrounded by a barrier which meets the requirements of Section AG105.2, Items 1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.

AG105.3 Indoor swimming pool.

Walls surrounding an indoor swimming pool shall comply with Section AG105.2, Item 9.

AG105.4 Prohibited locations.

Barriers shall be located to prohibit permanent structures, equipment or similar objects from being used to climb them.

AG105.5 Barrier exceptions.

Spas or hot tubs with a safety cover which complies with ASTM F 1346, as listed in Section AG107, shall be exempt from the provisions of this appendix.

SECTION AG106

ENTRAPMENT PROTECTION FOR SWIMMING POOL AND SPA SUCTION OUTLETS

AG106.1 General.

Suction outlets shall be designed to produce circulation throughout the pool or spa. Single-outlet systems, such as automatic vacuum cleaner systems, or multiple suction outlets, whether isolated by valves or otherwise, shall be protected against user entrapment.

AG106.2 Suction fittings.

Pool and spa suction outlets shall have a cover that conforms to ANSI/ASME A112.19.8M, or an 18 inch x 23 inch (457 mm by 584 mm) drain grate or larger, or an approved channel drain system.

Exception: Surface skimmers

AG106.3 Atmospheric vacuum relief system required.

Pool and spa single- or multiple-outlet circulation systems shall be equipped with atmospheric vacuum relief should grate covers located therein become missing or broken. This vacuum relief system shall include at least one approved or engineered method of the type specified herein, as follows:

1. Safety vacuum release system conforming to ASME A112.19.17; or
2. An approved gravity drainage system.

AG106.4 Dual drain separation.

Single or multiple pump circulation systems have a minimum of two suction outlets of the approved type. A minimum horizontal or vertical distance of 3 feet (914 mm) shall separate the outlets. These suction outlets shall be piped so that water is drawn through them simultaneously through a vacuum-relief-protected line to the pump or pumps.

AG106.5 Pool cleaner fittings.

Where provided, vacuum or pressure cleaner fitting(s) shall be located in an accessible position(s) at least 6 inches (152 mm) and not more than 12 inches (305 mm) below the minimum operational water level or as an attachment to the skimmer(s).

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: August 25, 2008
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Tubbs Hill Fall Prescribed Burns

DECISION POINT:

Information regarding fall prescribed burns in the East and West areas of Tubbs Hill to achieve fire and vegetation management objectives.

HISTORY:

Fire is a natural part of western forests. Frequent, low-temperature fires can have positive effects on forest health and safety. Because of recreational use and close proximity to the downtown area, fires were excluded and/or extinguished from the Tubbs Hill forest for many years. A prescribed burn was carried out within a 50-acre area on the southern side of Tubbs Hill in March of 2000. The main objectives were: (1) to reduce fuel loads and ladder fuels to prevent catastrophic wildfire; and (2) to improve forest health by the reduction of regeneration in general, and Douglas-fir in particular, on sites better suited to ponderosa pine forests. With the assistance of the Idaho Department of Lands and other agencies, there was a successful prescribed burn, affecting 38% of the initially identified area.

The Tubbs Hill Long-range Management Plan, which was approved by the City Council in July 2000 includes the use of prescribed burns as a management tool for achieving vegetation objectives as well as fire prevention/suppression objectives. A second prescribed burn was carried out in the spring of 2002 in the same area as the 2000 burn. Prescribed burns in this South area have been planned over the past three years, but have not taken place due to spring time weather constraints. The areas proposed for a fall burn are to the East and West of this area and prescribed burns have never been carried out in these areas. These two sites are generally wetter and therefore are not dry enough for spring burning. Plot samples taken in 2005 in parts of these areas shows a need for reduction of ground fuels, ladder fuels, and Douglas-fir regeneration.

The Tubbs Hill Foundation, at its August 14th meeting, voted to endorse the proposed fall prescribed burns. Urban Forestry Committee members also support the use of fall prescribed burns to meet forest health objectives on Tubbs Hill.

FINANCIAL ANALYSIS:

Costs include personnel from the Fire Department (approximately \$6,800) and the Parks Department staff (approximately \$2,000). Additional staff time would be spent in planning, preparation, and public information. Direct costs include ignition fuel and lunches (approximately \$120). In previous burns, the City received the donated support of personnel and equipment from other public agencies. These agencies used the prescribed burn as a training exercise.

PERFORMANCE ANALYSIS:

Fall is the ideal time to perform prescribed burns in these East and West areas of Tubbs Hill – summer weather has dried the fuels, and recreational use of the hill slows as students return to school. While the time of burning will be based on the prescription (derived from collected site data and necessary weather conditions), it is anticipated that there will be two burn dates – late September for the East area (32 acres) and early to mid-October for the West area (27 acres). Each burn will be carried out on a week day. The prescriptions will be written by Idaho Department of Lands staff. They are very experienced with prescribed burns and will be assisting City staff throughout the burn process.

Because of the popularity and visibility of Tubbs Hill, information regarding the prescribed burn will be provided to the public by various media in the weeks leading up to the projected burn dates. This effort will be spear-headed by a Fire Department Public Information officer. Public access will be restricted on the day(s) of the burn(s), and possibly part of the following day(s) to assure public safety.

QUALITY OF LIFE ANALYSIS:

Reduction of fuels will improve fire safety on Tubbs Hill, thereby improving the safety of the recreating public, and that of neighboring property owners. Any fires that may be started by nature or the careless acts of people will spread less quickly, allowing fire-fighting resources adequate response time and smaller, more “fight-able” fires. Therefore, less area will be affected by destructive fire.

In addition, the reduction of brush cover will allow for the planting and establishment of ponderosa pine regeneration, which requires sunlight. Where there is enough moisture, white pine and tamarack can also be planted. An increase of the ponderosa pine and other species in the future forest is needed because of the proliferation of root rot in the more dominant Douglas-fir. The root rot is causing the death of large established Douglas-fir trees and will also prevent trees of this species from growing to a large/mature size in the foreseeable future.

After the prescription burn the ground will be blackened, which is not aesthetically pleasing. This effect can be expected to last until spring growth greens up the area. However, a well-carried-out prescribed burn will leave the soil intact and we anticipate that there will not be any erosion problems.

DECISION POINT/RECOMMENDATION:

Information regarding fall prescribed burns in the East and West areas of Tubbs Hill to achieve fire and vegetation management objectives.

OTHER BUSINESS

COUNCIL BILL NO. 1015
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING PORTIONS OF UNDEVELOPED EASEMENTS IN RIVERSTONE WEST SUBDIVISION, RECORDED IN BOOK J OF PLATS, PAGES 339/A/B/, AND, RIVERSTONE WEST 1ST ADDITION RECORDED IN BOOK J OF PLATS, PAGES 488/A, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the above described property, which is fully described in Exhibit "A", attached hereto and incorporated herein be and the same is hereby vacated.

SECTION 2. That said vacated easements shall revert to the fee owner of subject real property.

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

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

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

APPROVED by the Mayor this 2nd day of September, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
V-08-1 – VACATION OF EASEMENTS IN RIVERSTONE WEST AND RIVERSTONE
WEST 1ST ADDITION

THE CITY OF COEUR D'ALENE, IDAHO HEREBY GIVES NOTICE OF THE ADOPTION OF COEUR D'ALENE ORDINANCE NO. _____, VACATING A PORTION OF UNDEVELOPED EASEMENTS IN RIVERSTONE WEST SUBDIVISION, RECORDED IN BOOK J OF PLATS, PAGES 339/A/B/, AND, RIVERSTONE WEST 1ST ADDITION RECORDED IN BOOK J OF PLATS, PAGES 488/A, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Such right-of-way is more particularly described in Exhibit “A”, attached hereto and incorporated herein.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. _____ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-08-1 – VACATION OF EASEMENTS IN RIVERSTONE WEST AND RIVERSTONE WEST 1ST ADDITION, 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 2nd day of September, 2008.

Warren J. Wilson, Chief Civil Deputy City Attorney

EXHIBIT 'A'
RIGHT OF WAY EASEMENT VACATION

BEING A PORTION OF TRACT "B" OF RIVERSTONE WEST FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 488, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:


COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE ALONG THE WESTERLY LINE OF SAID TRACT "B"

- | | | |
|-------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. SOUTH 44°07'21" WEST | 370.52 FEET | TO THE BEGINNING OF A NON-TANGENT 550.00- FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 16°01'12" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE ALONG THE ARC OF SAID CURVE |
| 2. NORTHEASTERLY | 153.78 FEET | THROUGH A CENTRAL ANGLE OF 16°01'12" TO A POINT OF CUSP; THENCE TANGENT TO SAID CURVE |
| 3. NORTH 90°00'00" WEST | 174.55 FEET | TO A POINT ON SAID WESTERLY LINE OF TRACT "B"; THENCE ALONG SAID WESTERLY LINE OF TRACT "B" |
| 4. NORTH 44°07'21" EAST | 29.75 FEET | TO THE TRUE POINT OF BEGINNING. |

CONTAINS 0.030 ACRES MORE OR LESS

PREPARED BY:

ALTA LAND SURVEYING, INC.


MIGUEL A. MARTINEZ
P.L.S. 8076
EXP. 07/31/09

06/12/09
DATE

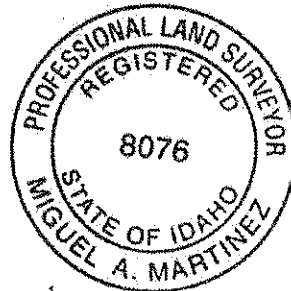
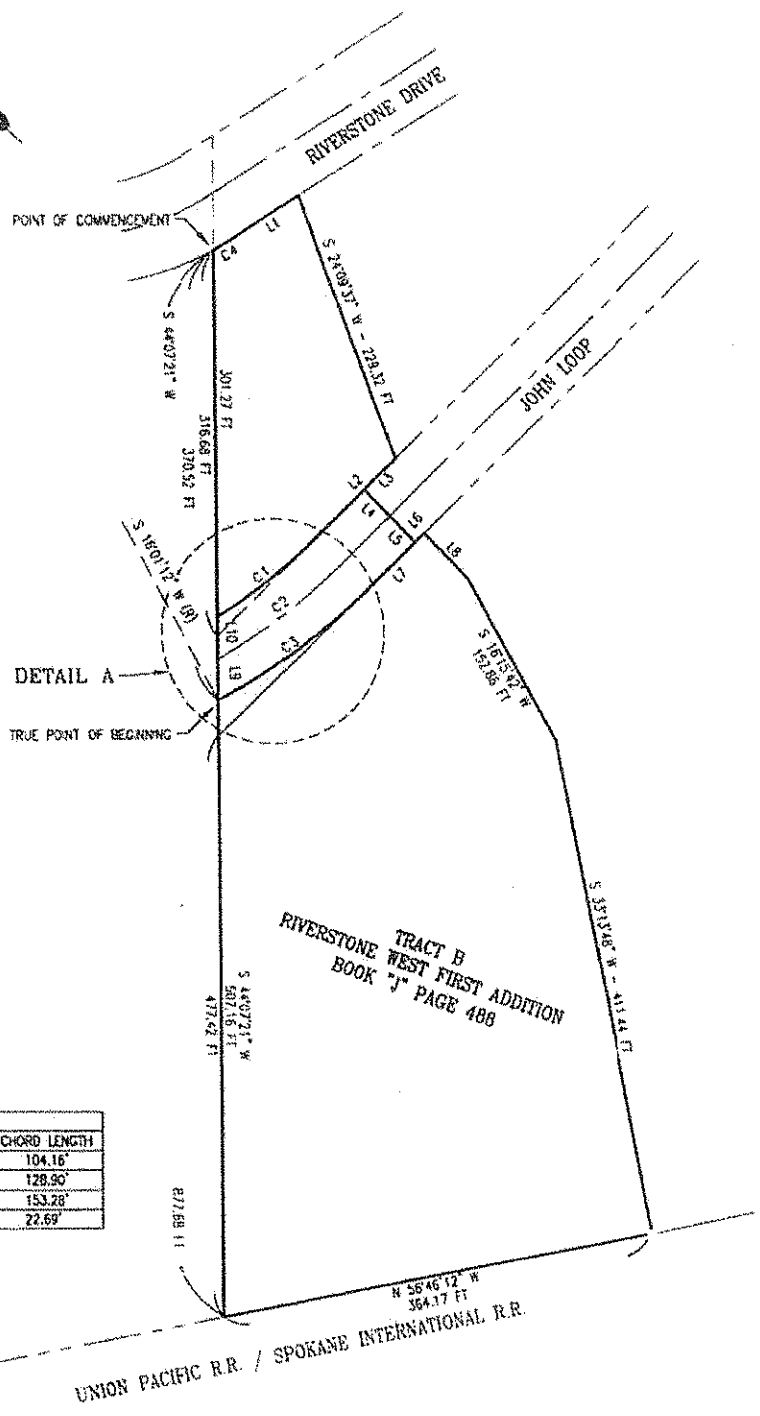
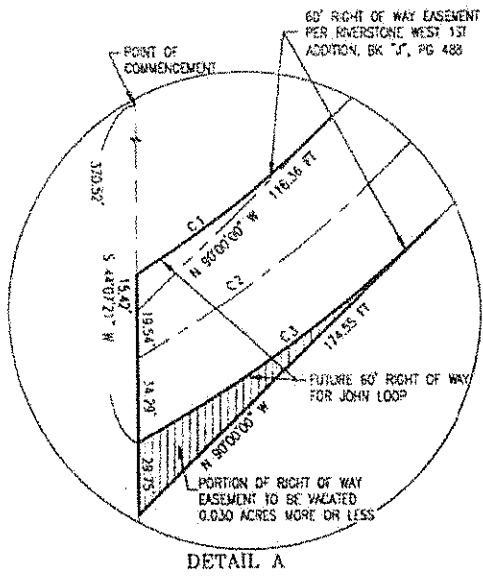
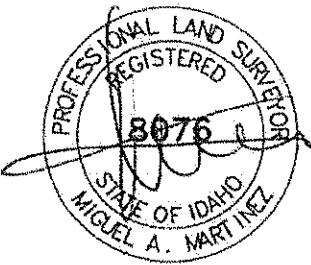


EXHIBIT "B"



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 78°09'29" E	60.79'
L2	N 90°00'00" W	93.79'
L3	N 90°00'00" E	36.23'
L4	S 08°00'00" W	30.00'
L5	S 08°00'00" W	30.00'
L6	N 90°00'00" W	10.54'
L7	N 90°00'00" E	68.10'
L8	S 00°03'51" W	51.38'
L9	S 44°07'21" W	34.29'
L10	S 44°07'21" W	34.96'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	12°12'10"	490.00'	104.36'	S 83°53'55" E	104.16'
C2	14°14'23"	520.00'	129.23'	S 82°52'49" E	128.90'
C3	16°01'12"	550.00'	153.78'	S 81°59'24" E	153.28'
C4	05°00'09"	260.00'	22.70'	S 75°39'54" E	22.69'



Alta Land Surveying
9517 GROSSMONT SUMMIT DRIVE
LA MESA, CA 91941
PHONE / FAX: (619) 579-2582
miguel@altalandsurveying.com cell: (619) 823-2582

EXHIBIT "B"
RIGHT OF WAY
EASEMENT TO BE
VACATED

DRAWN BY RDS	CHECKED BY MAM
DESIGNED BY MAM	
DATE 04/24/08	
SCALE 1" = 150'	
PROJECT NO. 08-0005	
SHEET NO. 1 OF 1	

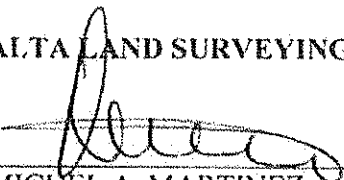
EXHIBIT 'A'
CENTENNIAL TRAIL EASEMENT VACATION

A 10.00-FOOT WIDE CENTENNIAL TRAIL EASEMENT WITHIN A PORTION OF THE PLAT OF RIVERSTONE WEST ADDITION RECORDED IN BOOK "J" OF PLATS, PAGE 339, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID 10.00-FOOT EASEMENT LYING WESTERLY OF THE EASTERLY LINE OF TRACT "B" OF THE PLAT OF RIVERSTONE WEST FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 488, RECORDS OF KOOTENAI COUNTY, IDAHO.

PREPARED BY:

ALTA LAND SURVEYING, INC.

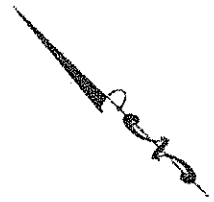

MIGUEL A. MARTINEZ

P.L.S. 8076
EXP. 07/31/09

06/12/08
DATE

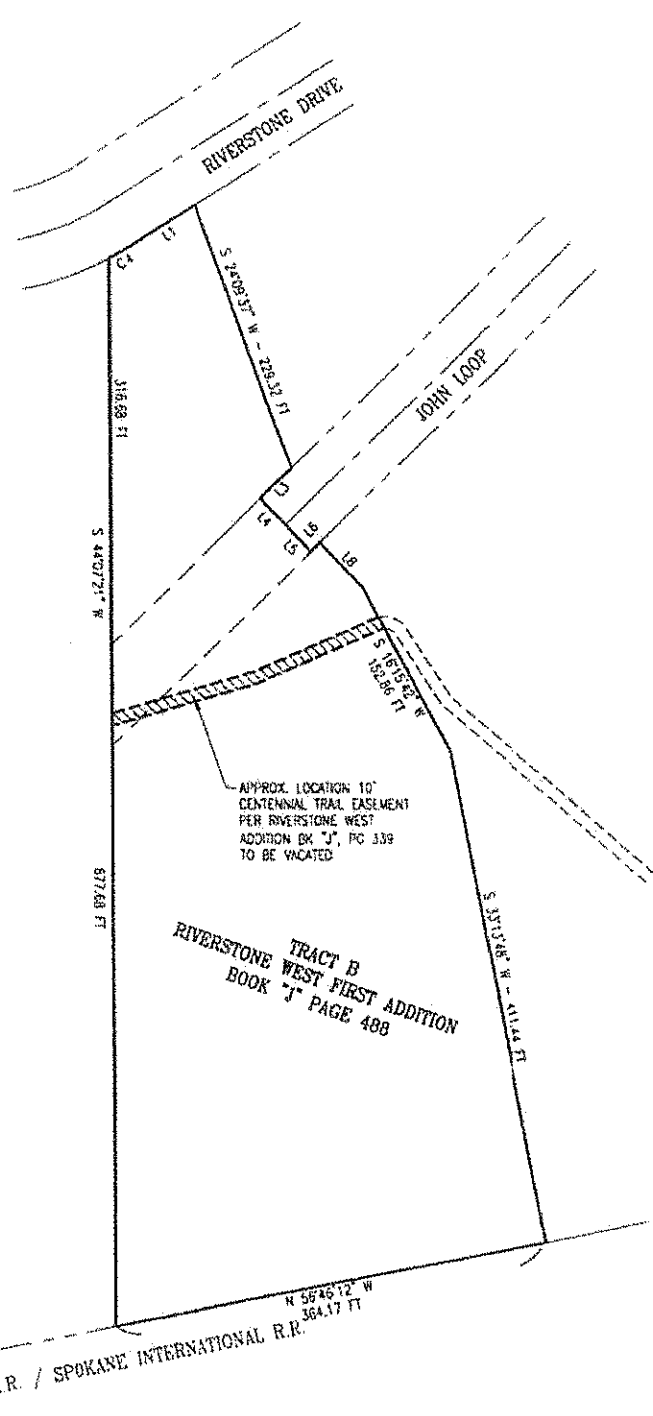


EXHIBIT "B"



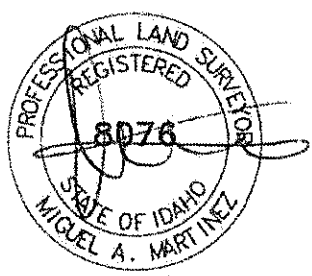
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C3	16°01'12"	550.00'	153.78'	S 81°59'24" E	153.28'
C4	09°00'09"	260.00'	22.70'	S 75°39'54" E	22.69'



APPROX. LOCATION 10' CENTENNIAL TRAIL EASEMENT PER RIVERSTONE WEST ADDITION BK "J", PG 339 TO BE VACATED

TRACT B
RIVERSTONE WEST FIRST ADDITION
BOOK "J" PAGE 488



UNION PACIFIC R.R. / SPOKANE INTERNATIONAL R.R.

Alta Land Surveying
 9517 GROSSMONT SUMMIT DRIVE
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 miguel@altalandsurveying.com cell: (619) 823-2382

EXHIBIT "B"

CENTENNIAL
TRAIL EASEMENT
TO BE VACATED

DRAWN BY: RDS	CHECKED BY: MAX
DESIGNED BY: MAN	
DATE: 06-04-08	
SCALE: 1" = 150'	
PROJECT NO: 08-0026	
SHEET NO: 1 OF 1	

EXHIBIT 'A'
SEWER EASEMENT VACATION

ALL THAT OF A 20.00-FOOT WIDE EASEMENT FOR SANITARY SEWER PURPOSES LOCATED IN TRACT "B" OF RIVERSTONE WEST FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 488, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

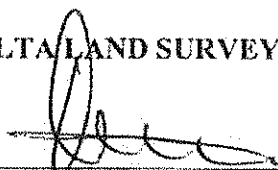
BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT "B", SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT "B";

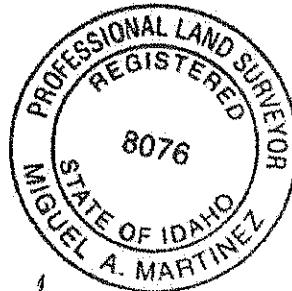
- | | | |
|-------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. NORTH 56°46'12" WEST | 200.84 FEET | THENCE LEAVING SAID SOUTHERLY LINE OF TRACT "B" |
| 2. NORTH 33°13'48" EAST | 20.00 FEET | ;THENCE |
| 3. SOUTH 56°46'12" EAST | 200.84 FEET | PARALLEL WITH AND 20.00-FEET FROM SAID SOUTHERLY LINE OF TRACT "B" MEASURED AT RIGHT ANGLES TO A POINT ON SAID EASTERLY LINE OF TRACT "B"; THENCE ALONG SAID EASTERLY LINE OF TRACT "B" |
| 4. SOUTH 33°13'48" WEST | 20.00 FEET | TO THE TRUE POINT OF BEGINNING. |

CONTAINS 0.092 ACRES MORE OR LESS

PREPARED BY:

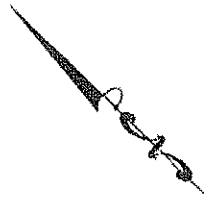
ALTA LAND SURVEYING, INC.


MIGUEL A. MARTINEZ
P.L.S. 8076
EXP. 07/31/09



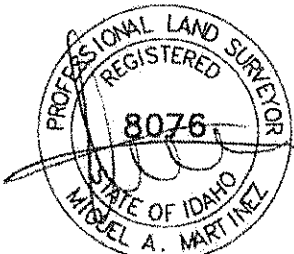
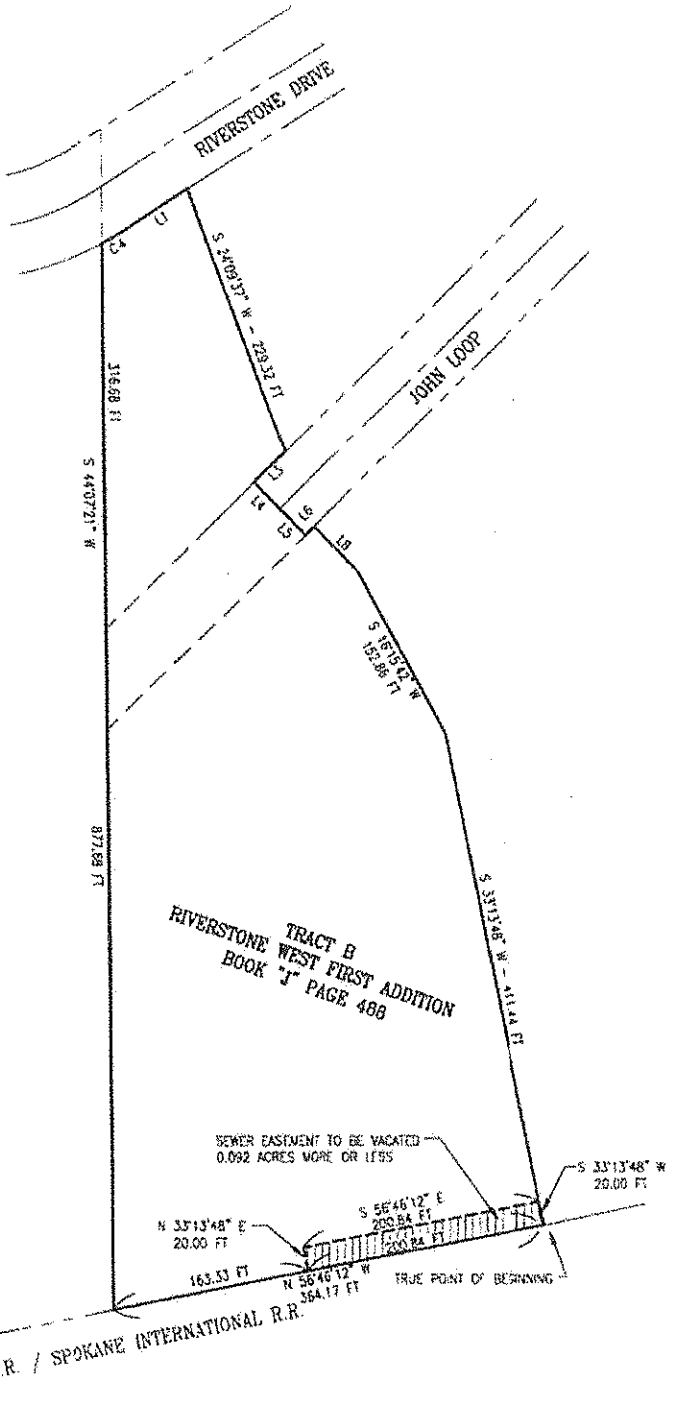
06/12/08
DATE

EXHIBIT "B"



LINE TABLE		
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 miguel@altaandsurveying.com cell: (619) 823-2582

EXHIBIT "B"
 SEWER EASEMENT
 TO BE VACATED

DRAWN BY ECC	CHECKED BY MAM
DESIGNED BY MAM	
DATE 06/04/08	
SCALE 1"=150'	
PROJECT NO. 08-0009	
SHEET NO. 1 OF 1	

PUBLIC HEARINGS

**URBAN FORESTRY COMMITTEE
STAFF REPORT**

DATE: September 2, 1008
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Appeal of Tree Removal Permit – 103 W. Idaho Avenue

DECISION POINT:

Should the City Council uphold or overturn the denial of a tree removal permit for a corkscrew willow tree within the right-of-way at 103 W. Idaho Avenue.

HISTORY:

The Urban Forestry ordinance requires that Urban Forestry Committee (U.F.C.) members inspect tree removal permits and make recommendations regarding removal according to criteria which includes: the size or species; condition of the tree; traffic site obstruction; condition of street/curb/sidewalk; interference with utilities; and special circumstances recommended by the Committee. The U.F.C. has developed an inspection form that includes all these criteria using a point method. A score of -40 is needed for allowing a removal. U.F.C. members perform inspections on their own. If there are wide variations in scores, U.F.C. members generally discuss those trees and scores at their monthly committee meeting to come to a consensus.

Ms. Allison, the owner of the property at 103 W. Idaho Avenue requested removal and replacement of the corkscrew willow tree because of a root that is starting to lift the sidewalk. Two U.F.C. members agreed that this problem could/should be solved at this point in time with removal and replacement of the tree. Three U.F.C. members did not feel that the sidewalk conflict was sufficient reason to remove the tree at this time. Two of these suggested that Ms. Allison plant a replacement tree now and apply to remove the curly willow once the replacement tree was established. The U.F.C. members were not able to come to reconcile these differing views in a discussion at the June Urban Forestry Committee meeting. The average score of the five inspections was -27.4, insufficient for a removal permit. After Ms. Allison submitted her letter requesting an appeal, and stating that she did not want to pre-plant a replacement because she wanted the new tree to be in the same spot due to traffic visibility at the alley, one of the U.F.C. members has modified her original recommendation to retain the tree while establishing a new tree. (Inspection forms are attached).

FINANCIAL ANALYSIS:

Tree removal and the required planting of a replacement tree are the responsibility of the abutting property owner.

PERFORMANCE ANALYSIS:

The tree is healthy and in good condition and is providing some values to the street and neighborhood. However, it is still a young tree and is already causing sidewalk problems. Sidewalk problems can often be solved by some root pruning and modification of the sidewalk. This particular species does have a shallow root system that could continue to cause problems.

The City Council could uphold the denial of a removal permit; uphold the denial of a removal permit until a new tree is established; or overturn the denial of a removal permit and allow removal of the tree with a replacement tree to be planted in the same spot.

DECISION POINT/RECOMMENDATION:

Should the City Council uphold or overturn the denial of a tree removal permit for a corkscrew willow tree within the right-of-way at 103 W. Idaho Avenue.

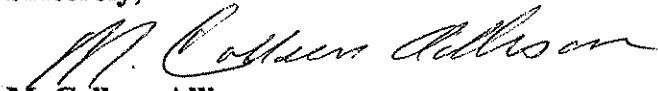
August 1, 2008

**City of Coeur d'Alene
Karen Haskew, Urban Forester
Parks Department
City Hall, 710 E. Mullan Avenue
Coeur d'Alene, ID 83816-3964**

I am requesting to go to the appeals procedure with the City Council regarding my refusal to remove a tree from my boulevard.

I did not choose to plant another tree in the boulevard (except in the area where I would like to remove the tree) and repair the sidewalk. The reason is there is an alley in that block and the ingress and egress view could be affected by a tree in the center of my boulevard.

Sincerely,



**M. Colleen Allison
103 West Idaho Av
Coeur d'Alene, ID 83814**



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

City Hall, 710 E. Mullan Avenue
Coeur d'Alene, Idaho 83816-3964
208-769-2266 – Fax 208-769-2383

July 22, 2008

Ms. Colleen Allison
103 W. Idaho Avenue
Coeur d'Alene, ID 83814

Dear Ms. Allison:

I am writing in regard to your request to remove a corkscrew willow tree from the Idaho Avenue right-of-way abutting your property at the above address. I apologize that it has taken so long to respond to your request.

Five members of the city's Urban Forestry Committee have inspected the tree. The city's street tree inspection form prompts inspectors to rate trees by giving negative values for concerns regarding health, condition, site and nuisance factors. Ability to mitigate these concerns is considered in the values given. Trees can also be assigned positive points for things such as environmental benefits, wildlife values, and contributions to the streetscape, neighborhood and overall urban forest. A score of -40 is needed for approval to remove/replace a street tree.

Urban Forestry Committee members found the willow tree to be in good health. The biggest problem is, of course, that it has a large root that is growing underneath the sidewalk and is starting to cause the sidewalk to lift. The Committee members had differing views regarding your removal request. Two members agreed with you that the tree should be removed and a new (different species) tree planted in its place. Three members acknowledged the sidewalk problem, but did not want the tree to be removed at this time. Two of them said that they would like for you to plant and establish a replacement tree within the right-of-way, and then re-apply to remove the willow tree. Since the members were not able to come to a consensus, your request has been denied on the basis of the five inspection scores, which averaged to a total of -27.4.


You have the right to a hearing before City Council to appeal the denial of a removal permit. If you would like a hearing, please send a written request to me within ten days of receipt of this letter. I will then ask the City Clerk to put your appeal on the first available City Council hearing date. The appeals procedure is outlined in ordinance section 12.36.245B (enclosed).

Denial of the permit now does not preclude re-applying in the future. If you decide to pre-plant a replacement tree (or two), in anticipation of re-applying for removal, please let me know so that I may note of it in your file.

If you have any additional questions regarding the inspection findings or appeal procedure, please feel free to contact me at 769-2266.

Thank you for your interest and concern for the city's street trees.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen Haskew".

Karen Haskew
Urban Forester

Enclosures

File #08-085

TREE INSPECTION FORM

Address: 103 N. Maho Tree Location _____
Species: willow DBH 3-4 Approx. Height: _____
Reason(s) For Request: sidewalk damage
Inspection Date: 6/18 Inspector(s): CR

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for **approved tree removal**.

	Points (Range)
TREE HEALTH (Biological)	- <u>0</u> (0 to -40)
Crown and Branches: (% live, green) _____	
Diseases: (List) _____	
Insects: (List) _____	
Root Rot Problems: _____	
TREE CONDITION (Structural Integrity)	- <u>0</u> (0 to -40)
Trunk: (rot, sweep, lean, cankers, forks) <u>typical</u>	
Branches/Wounds (damage, stubs, rot) stub of trunk _____	
Root Damage _____	
Existing Wind/Elements Problems _____	
Branch Condition appear healthy _____	
SITE CONFLICTS	- <u>40</u> (0 to -40)
Interference with overhead utilities _____	
Roots (sidewalk, driveway, curb) _____	
Obstruction: (traffic signs, vision triangle at intersection) _____	
Competing Trees _____	
NUISANCE FACTORS (list thorns, drops twigs, shade)	- _____ (0 to -10)
UNDESIRABLE SPECIES (Not on city list) not on list	- _____ (0 to -10)
VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)	
Environmental (shade, etc.): _____	+ _____
Visual Screen: _____	+ _____
Historic: planted by our forefathers _____	+ _____
Wildlife: _____	+ _____
Aesthetic: (texture, form, line, color) very pleasant cluster _____	+ _____
URBAN FOREST VALUE ("Big Picture")	_____ (+10 to -10)
TOTAL POINTS	- <u>40</u>

tree is young and will continue to cause sidewalk problems if left.
 Recommend a new tree.

TREE INSPECTION FORM

Address: 103 W Tenth Ave Tree Location: _____
 Species: Cutleaf willow DBH: 8 Approx. Height: _____
 Reason(s) For Request: _____
 Inspection Date: 8/17/08 Inspector(s): John S

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.

TREE HEALTH (Biological) Points (Range)
- 0 (0 to -40)
 Crown and Branches: (% live, green) large broken top - from snow
 Diseases: (List) _____
 Insects: (List) _____
 Root Rot Problems: _____

TREE CONDITION (Structural Integrity) - 15 (0 to -40)
 Trunk: (rot, sweep, lean, cankers, forks) _____
 Branches/Wounds (damage, stubs, rot) _____
 Root Damage _____
 Existing Wind/Elements Problems snow breakage
 Branch Condition ok

SITE CONFLICTS - 30 (0 to -40)
 Interference with overhead utilities _____
 Roots (sidewalk, driveway, curb) - serious problem
 Obstruction: (traffic signs, vision triangle at intersection) _____
 Competing Trees - pretty close to Gilbert

NUISANCE FACTORS (list) _____ with/ows - _____ (0 to -10)
UNDESIRABLE SPECIES (Not on city list) - poor tree for s/w should not be on the s/w list (0 to -10)

VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)
 Environmental (shade, etc.): _____ + _____
 Visual Screen: _____ + _____
 Historic: _____ + _____
 Wildlife: _____ + _____
 Aesthetic: (texture, form, line, color) _____ + _____

URBAN FOREST VALUE ("Big Picture") _____ (+10 to -10)

TOTAL POINTS

-45

Comments and recommendations:

Probably biggest specimen of this species - but I sympathize w/ owner - root problems likely to get worse - I would be OK with removal - if they would put in 2 trees - it would be a shame to lose it - but I would want to if I owned it.

TREE INSPECTION FORM

Address: 103 W. Idaho Tree Location: _____
 Species: Curly Willow DBH: _____ Approx. Height: _____
 Reason(s) For Request: sidewalk
 Inspection Date: 6/19/08 Inspector(s): Anneke Conway

Points (Range)

TREE HEALTH (Biological) _____

(0 to -40)

Crown and Branches: (% live, green) Good

Diseases: (List) _____

Insects: (List) _____

Root Rot Problems: _____

TREE CONDITION (Structural Integrity) _____

(0 to -40)

Trunk: (rot, sweep, lean, cankers, forks) Good

Branches/Wounds (damage, stubs, rot) _____

Root Damage _____

Existing Wind/Elements Problems _____

Branch Condition _____

SITE CONFLICTS _____

(0 to -40)

Interference with overhead utilities None

Roots (sidewalk) driveway, curb) very large root by sidewalk

Obstruction: (traffic signs, vision triangle at intersection) No

Competing Trees No

NUISANCE FACTORS (list) _____

(0 to -10)

UNDESIRABLE SPECIES (Not on city list) _____

(0 to -10)

VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.): _____ + 5

Visual Screen: _____ + 5

Historic: _____ + _____

Wildlife: _____ + 5

Aesthetic: (texture, form, line, color) _____ + 5

URBAN FOREST VALUE ("Big Picture") _____

(+10 to -10)

TOTAL POINTS

Plant replacement tree. After established, request removal of willow.

-10

see attached e-mail also

HASKEW, KAREN

From: White Pines [whitepines@roadrunner.com]
Sent: Monday, August 18, 2008 4:25 PM
To: HASKEW, KAREN
Subject: Curly Willow at 103 W. Idaho

Curly Willow
103 W. Idaho

My original recommendation for this tree was to retain it during the transition period while establishing it's replacement. The homeowner has subsequently made clear that they would like to plant the replacement tree in the same spot. That is not an unreasonable request.

There are probably a few more years that this tree could provide benefits to the community before its roots begin to lift the sidewalk. I would have preferred to capture those years, but given the inevitability of the tree's growth in it's confined space I would support it's removal.

Anneke Connaway
Urban Forestry Committee

TREE INSPECTION FORM

Address: 103 W. IDAHO **Tree Location:** Between Curb/Sidewalk
Species: Willow **DBH:** 8" **Approx. Height:** _____
Reason(s) For Request: Remove Willow
Inspection Date: 6/24/08 **Inspector(s):** BOB HALL

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.

	Points (Range)
TREE HEALTH (Biological)	- 15 5 (0 to -40)
Crown and Branches: (% live, green) _____	
Diseases: (List) _____	1
Insects: (List) _____	1
Root Rot Problems: _____	1
TREE CONDITION (Structural Integrity)	- 5 (0 to -40)
Trunk: (rot, sweep, lean, cankers, forks) _____	
Branches/Wounds (damage, stubs, rot) <u>Broken Branch</u>	
Root Damage _____	
Existing Wind/Elements Problems _____	
Branch Condition _____	
SITE CONFLICTS	- 0 (0 to -40)
Interference with overhead utilities <u>phone line 8' away</u>	
Roots (sidewalk, driveway, curb) _____	1
Obstruction: (traffic signs, vision triangle at intersection) _____	1
Competing Trees _____	1
NUISANCE FACTORS (list) _____	- 5 (0 to -10)
UNDESIRABLE SPECIES (Not on city list) _____	- 0 (0 to -10)
VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)	
Environmental (shade, etc.): _____	+ _____
Visual Screen: _____	+ _____
Historic: _____	+ _____
Wildlife: _____	+ _____
Aesthetic: (texture, form, line, color) _____	+ _____
URBAN FOREST VALUE ("Big Picture") _____	0 (+10 to -10)
TOTAL POINTS	- 15

Comments and recommendations:

Needs some pruning.

TREE INSPECTION FORM

1546

Address: 103 W. Idaho Ave. Tree Location: SE corner of front of house
 Species: Cowboy Willow DBH: 8" Approx. Height: 31 ft
 Reason(s) For Request: Extensive lift to relatively new sidewalk - and tree is still young.
 Inspection Date: 6/19/08 Inspector(s): Glenn Truscott

Each tree is to be evaluated by assigning points for negative and positive factors. The possible point range for each major category is listed. Take into consideration if a poor health or condition factor can be mitigated when assigning points. If the points given assume a mitigation, list the needed mitigation in the Comments section at the bottom of the page. Note: a total score of -40 points is necessary for approved tree removal.

TREE HEALTH (Biological) Points (Range)
 - 0 (0 to -40)

Crown and Branches: (% live, green) 100% (one broken towards street dead; needs pruning)
 Diseases: (List) N/A
 Insects: (List) _____
 Root Rot Problems: _____

TREE CONDITION (Structural Integrity) - 5 (0 to -40)

Trunk: (rot, sweep, lean, cankers, forks) N/A
 Branches/Wounds (damage, stubs, rot) _____
 Root Damage _____
 Existing Wind/Elements Problems _____
 Branch Condition Broken on road pruning for traffic/parking

SITE CONFLICTS - 20 (0 to -40)

Interference with overhead utilities 2 outer most just starting to interfere.
 Roots (sidewalk, driveway, curb) 10' or more (now above the tree) sidewalk is up 3 inches
 Obstruction: (traffic signs, vision triangle at intersection) N/A
 Competing Trees NA

NUISANCE FACTORS (list) With sidewalk, tree not close to - 10 (0 to -10)

UNDESIRABLE SPECIES (Not on city list) - 0 (0 to -10)

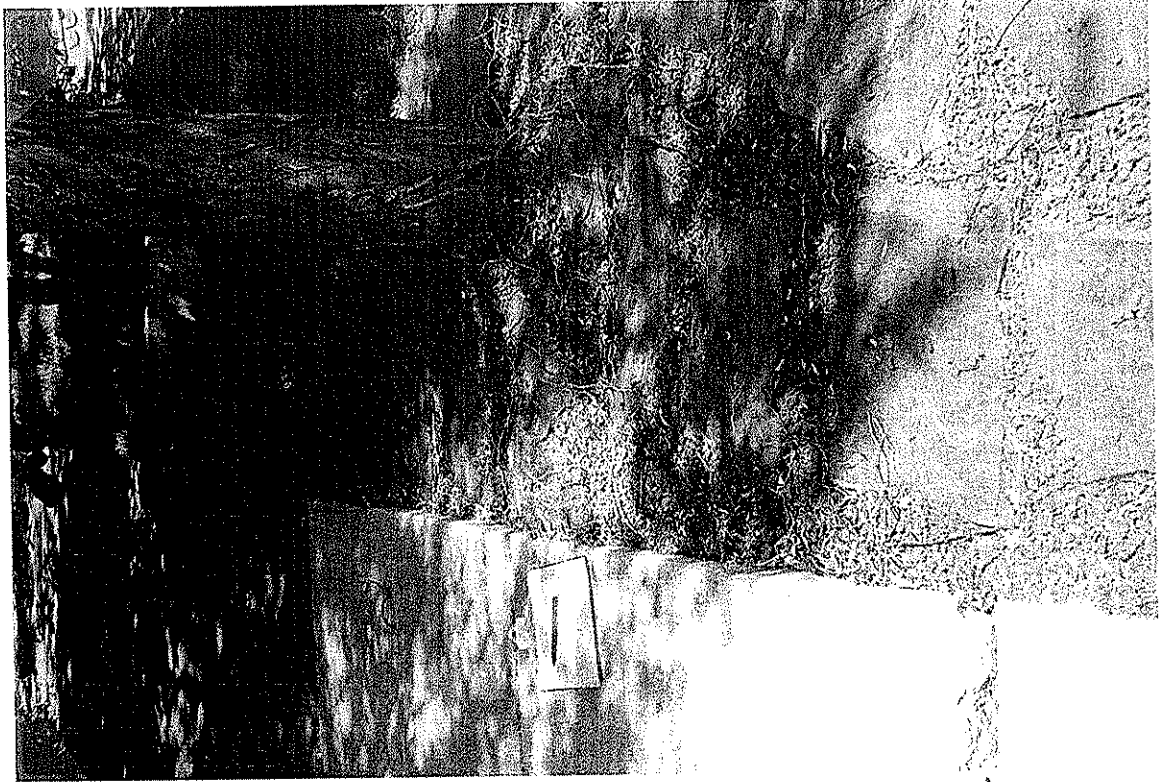
VALUES PROVIDED (Trees with the following values may receive up to 5 points credit for each category)

Environmental (shade, etc.): See notes below + 5
 Visual Screen: N/A is the 5th tree in 70 ft - they have dusting rest of the block. + 0
 Historic: N/A + 0
 Wildlife: _____ + 2
 Aesthetic: (texture, form, line, color) _____ + 1

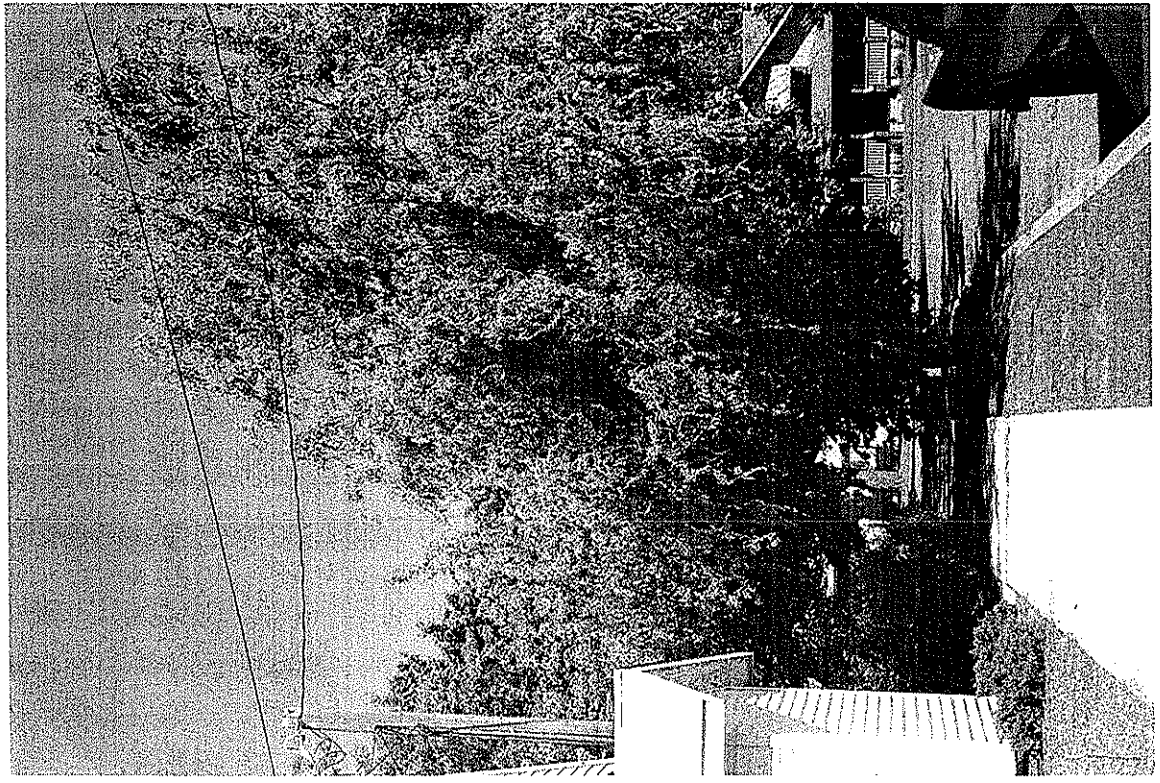
URBAN FOREST VALUE ("Big Picture") To choose by other trees to be of much value for shading/cooling - see visual screen above. 0 (+10 to -10)

TOTAL POINTS **-27**

Comments and recommendations:
 Located in "green" strip 4' x 7" wide. Rest of strip on property is w/rock pavement dark gravel.
 Recommendation: plant 1 (to 2) in the rock gravel strip then reapply for removal



The lifted sidewalk, (Some distance paired at each end of the 10 ft. section.



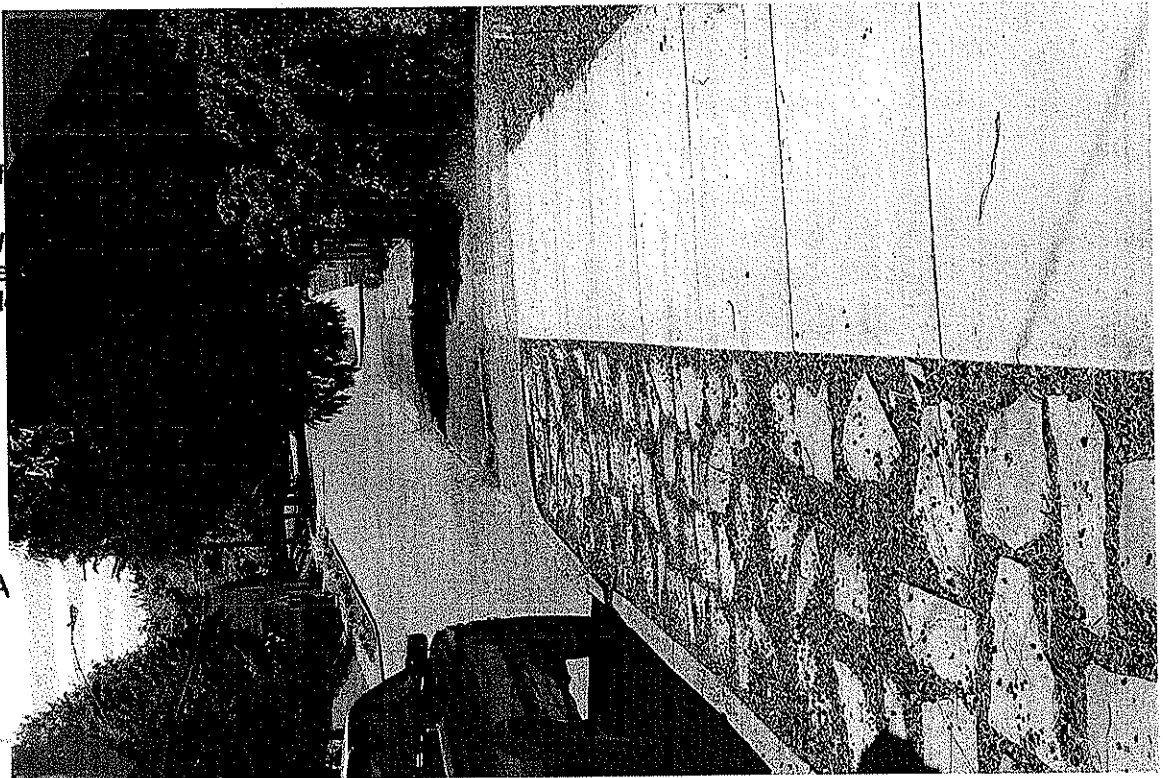
Looking east at the Cully willow. Notice the green string is filled in with "power" rods & dark gravel.

John S. - could you

Location: 13027th

Tree: Large grand f

Reason to remove/
top looked bad. The
the crown now and l



Looking west from Ada Ave.

Karen Haskew
Urban Forester
City of Coeur d'A

 INSPECTFORM 2.doc
23K

URBAN FORESTRY COMMITTEE MINUTES

JUNE 20, 2008 - 7:30 A.M.

City Hall – Old City Council Chambers

MEMBERS PRESENT:

Anneke Connaway, Chairman
Bob Hallock
Carolyn Leege
John Schwandt
Glenn Truscott

STAFF PRESENT:

Katie Sorensen
Karen Haskew
Doug Eastwood

MEMBERS ABSENT:

Steve Bloedel
Brittany Riordan
Bruce Martinek

CALL TO ORDER: Anneke Connaway called the meeting to order at 7:35 a.m.

(1) MINUTES

Bob made the motion that the minutes of the May 16, 2008 be approved as written. Carolyn Leege seconded the motion and it was passed.

(2) STREET TREE REMOVAL/INSPECTION REVIEW

- 1602 Front Avenue – request to remove birch tree (from May agenda). John Schwandt commented that the birch tree is definitely declining and the deadwood should be pruned and also suggested treatment with a pesticide. Glenn Truscott commented that the birch is the only tree in this yard and one of few along this street. Karen Haskew noted that five years would be optimistic for survival of this tree. The committee recommended that this tree be retained for it will survive for a few more years and with pruning and treatment could last even longer.
- 1613 Sherman Avenue – request to remove 1 clump of poplars due to sidewalk damage. Bob Hallock commented that there are no trees in this area and if the tree was removed, the street would lose its image. John Schwandt found this tree to be a good example of the wrong tree in the wrong place and Glenn Truscott noted that the tree has borers. Karen did not see how the sidewalk can be repaired without tree removal. Approval was approved, but a replacement tree will be required from the small tree list.
- 222 Garden Avenue – request to remove spruce. Urban Forestry members found the tree to be in good health. It is causing some sidewalk problems and is partially blocking the street and sidewalk. Urban Forestry Committee members did recommend that the low branches of the tree be pruned off to provide clearance over the sidewalk and street. To prevent further damage to the sidewalk, root pruning could be done along the edge of the sidewalk and install a root barrier.
- 103 W. Idaho Avenue – request to remove willow. Carolyn Leege found the tree to be lifting the sidewalk and commented that it will continue to do so. John Schwandt commented that it is a great tree but is causing problems, and should be replaced with two



trees. Anneke Connaway noted that the tree is in good condition, and has many values. Bob Hallock noted that there is some deadwood and should be pruned but overall is in good condition. Without benefit of any other consensus, Karen will deny removal on the basis of the average inspection marks.

- 1302 7th Street – request to remove grand fir. John Schwandt commented that the tree is dead and should be removed. The committee recommended the removal of this grand fir for it has no chance of survival.
- 958 7th Street – request to remove black locust. Committee members found this black locust to be in poor condition and recommended removal and replacement with two trees.
- 1131 7th Street – request to remove black locust. Committee inspections resulted in a recommendation to deny a removal permit.

(3) COORDINATOR’S REPORT

Karen presented a written coordinator’s report (attached) which included the following highlights: 15 requests and reports were received concerning public trees; Sunshine Meadows Park volunteer tree planting was on June 14 when staff, Urban Forestry Committee members and 58 volunteers planted 41 trees in approximately 1.5 hours; An article about providing sufficient water to new trees will be featured in a “City Streets” article in the Coeur d’Alene Press in July or early August. There will also be a public service announcement on this topic that will be used on CDA-TV.

(4) REVIEW OF DONATION TREE POLICY AND COSTS

Doug Eastwood discussed with the Committee the problems associated with putting memorial plaques beside trees in parks. Some parks have been purchased and/or developed with federal grant funds that would preclude using memorial plaques in those parks. Committee members discussed having a memorial tree program at the future Arboretum, and the possibilities of having a memorial wall or plaza instead of memorial markers at each tree.

This topic will be taken up again at a future meeting.

(5) ARBORETUM REVIEW

Committee members decided to schedule another visit to Veteran’s Centennial Park with a landscape architect as part of their next regularly scheduled meeting – July 18th. There will be a short business meeting starting at 7:30 a.m. followed by a road trip at 8:30 a.m. Doug Eastwood said that he would like to show Committee members some aspects of the Prairie Trail as part of the same trip.

(6) TREE PRESERVATION

At the May meeting Karen Haskew distributed a packet from Snohomish County regarding tree preservation for the committee to look over. Karen suggested committee members review the information in case this is something that the committee would like to look into further.

(7) COMMUNITY CANOPY TREE PLANTING DETAIL

Karen Haskew distributed the Community Canopy draft tree planting details for committee members to look over and give feedback. The plan is that the tree planting details will be the planting standard and an educational tool for proper tree planting throughout the region.

(8) PARKS DAY CELEBRATION

At the Parks Day Celebration July 12, 2008 the Urban Forestry Committee will have a part in the event by having two tree planting demonstrations, giving away seedlings and more. The tree planting demonstrations will be at Ramsey Park. Committee volunteers for the demonstration were determined and items for the Urban Forestry booth were discussed.

The meeting was adjourned 9:10 a.m.

Respectfully Submitted,

Katie Sorensen, Urban Forestry Assistant

COUNCIL BILL NO. 08-1016
ORDINANCE NO. _____

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008" APPROPRIATING THE SUM OF \$77,234,108 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$77,234,108 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2008.

Section 2

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$ 196,635
Administration-----	807,460
Finance Department-----	753,390
Municipal Services-----	1,300,580
Human Resources-----	251,441
Legal Department-----	1,291,886
Planning Department-----	539,815
Building Maintenance-----	422,360
Police Department-----	9,246,765
K.C.J.A. Task Force-----	51,640
ADA Sidewalks-----	211,815
Byrne Grant-----	80,662
Fire Department-----	6,647,518
General Government-----	202,890
Engineering Services-----	1,261,233
US Streets/Garage-----	2,549,117
Parks Department-----	1,725,209
Recreation Department-----	777,233
Building Inspection-----	904,815
TOTAL GENERAL FUND EXPENDITURES:	<u>\$29,222,464</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$ 1,180,404
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Impact Fee Fund-----	2,000,000
Parks Capital Improvements-----	1,578,000
Annexation Fee Fund-----	400,000
Insurance / Risk Management-----	318,000
Cemetery Fund-----	<u>296,734</u>
TOTAL SPECIAL FUNDS:	<u>\$ 5,773,138</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 572,090
Water Fund-----	7,020,412
Wastewater Fund-----	17,180,612
Water Cap Fee Fund-----	1,000,000
WWTP Cap Fees Fund-----	3,798,325
Sanitation Fund-----	3,100,546
City Parking Fund-----	184,132
Stormwater Management-----	<u>1,569,026</u>
TOTAL ENTERPRISE EXPENDITURES:	<u>\$34,425,143</u>

TRUST AND AGENCY FUNDS:-----	3,709,547
CAPITAL PROJECTS FUNDS:-----	1,720,000
DEBT SERVICE FUNDS:-----	<u>2,383,816</u>
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$77,234,108</u>

Section 3

That a General Levy of \$14,046,946 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2008.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,414,822 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2008.

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 there from.

Section 6

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 2nd day of September, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

August 25, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Gordon Dobler, City Engineer
Chris Bates, Project Manager
Sean Holm, Asst. Planner
Amy Ferguson, Executive Assistant
Wendy Gabriel, City Administrator

GUESTS PRESENT

Tom Hasslinger, CdA Press

Item 1 Amendment to KMPO Cooperative Services Agreement for US-95 Access Study
Consent Calendar

Gordon Dobler, Engineering Services Director, requested approval of an amendment to the existing agreement with KMPO for the US-95 Access Study. Mr. Dobler reminded the committee that the original agreement was brought before the Council in April. This amendment adds to the scope of the agreement in that the consultant has been asked to look at mitigation measures for the city's signalized intersections along US-95 to see what can be done to give more "green" time to the side streets. The additional cost of \$12,000 will be funded by the citywide impact fees. Mr. Dobler confirmed that improvements to those intersections are in the City's Capital Improvement Plan. The study would identify what improvements might be helpful.

Mr. Dobler explained that at a September 9th stakeholders meeting, the consultant will present several different options and the stakeholders will most likely select the most favorable option to pursue.

On a side note, Councilman McEvers asked about the parkways along US-95 and commented that it appears that they haven't been mowed this year. Mr. Dobler said that he hasn't noticed, but he can ask about it.

MOTION by McEvers, seconded by Kennedy, to recommended council approval of Resolution No. 08-049 approving Addendum 1 the KMPO Cooperative Services Agreement for US-95 Access Study, for an additional \$12,000.00 for a travel time analysis, making the City's total participation \$15,200.00.

VOTE: Motion carried.

Item 2 V-08-2 – Vacation of a Portion of the N-S Alley in Block 10, Aresvik Addition
Consent Calendar

Chris Bates, Engineering Project Manager, presented a request for vacation of a portion of public alley in Block 10 of the Aresvik Addition that is located under the newly constructed retail complex and parking lot. He explained that due to an error in the maps that were submitted during the permitting process, the alley actually intrudes into the building that is being constructed by about 80 feet. Mr. Bates said that he spoke to the owner of the property and he will give the public an easement so that access will not be impaired. He further stated that this request for vacation does not impact anyone and that people will still be able to drive east and west across the back of the property.

There was discussion regarding how this could have happened. Mr. Bates commented that they were not aware of any problem until the title company brought it to their attention. The original site plan did not show the alley. The professionally prepared materials previously submitted during the permitting process were found to be in error.

MOTION by McEvers, seconded by Kennedy, directing staff to proceed with the vacation process and set a public hearing before the City Council on October 21, 2008.

VOTE: Motion carried.

Item 3 V-08-3 – Vacation of Right of Way on the Northgate Condominium Plat
Consent Calendar

Chris Bates, Engineering Project Manager, presented a request for vacation of a length of undeveloped right-of-way from the Northgate Mall condominium plat. He explained that there was a 30 foot right-of-way granted on the original plat of the Northgate Mall. Access was never developed and there is no way for the roadway to go through there at this time. As a result, a road at that location would serve no purpose and the owners of the Northgate Mall Condominium plat have requested vacation of that 30 foot right-of-way. The right-of-way has no utilities in it.

MOTION by Kennedy, seconded by McEvers, directing staff to proceed with the vacation process and set a public hearing before the City Council on October 7, 2008.

The meeting adjourned at 4:16 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison