



Coeur d'Alene

CITY COUNCIL MEETING

October 3, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

JOINT WORKSHOP
CITY COUNCIL/ PARKS AND RECREATION COMMISSION/LCDC/PLANNING
COMMISSION
HELD ON SEPTEMBER 18, 2006 11:30 A.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Sandi Bloem

CITY COUNCIL: Dixie Reid, Ron Edinger, All Hassell, Mike Kennedy (left at 1:10 p.m.), Woody McEvers (left at 1:30 p.m.), Deanna Goodlander (12:15 p.m. arrived, left at 1:30 p.m.).

PARKS AND REC: Jim Lien, Dave Patzer, Lee Shellman, Aaron Johnson (student representative), Bridget Hill.

LCDC: Tony Berns, Executive Director, Dixie Reid, Dave Patzer, Heather Bowlby.

PLANNING COMMISSION: John Bruning, Chairman, Tom Messina.

STAFF: Doug Eastwood, John Stamos, Dave Yadon, Wendy Gabriel, Jon Ingalls, Steve Anthony, Susan Weathers, Hugo Lecomte.

MIG CONSULTANTS: Lauren Schmidt and Maty Sauter.

GUEST: Gerald

WORKSHOP:

PARKS MASTER PLAN OVERVIEW: Lauren Schmidt presented a power point overview of the proposed Master Planning process and introduced the staff of MIG. She noted that MIG has a 25-year history of working with communities in parks master planning. Lauren noted that this is a 3-phased process which consists of “where we are now”, then “where do we want to be” and finally “how do we get there”. To date, they have done an inventory of existing facilities, met with staff and have reviewed the Parks budget.

NEEDS ASSESSMENT: Lauren asked what does the group see as needs for future parks. Mike Kennedy noted dog parks. Dave Patzer commented that there seems to be a trend for natural parks such as Tubbs Hill and Canfield and the management of these types of lands. Woody McEvers suggested alternative sports - the more nontraditional organized sports such as skateboarding and BMX parks. Lee Shellman believes that we should be looking at a sports facility for a minor league team. Steve Anthony reported that Recreation realized the affects of Post Falls Quad Park closing and believes that we need to have one 20-acre sports facility with ample parking and the ability to hold major

tournaments in a variety of sports - football, softball, soccer. Councilman Edinger commented that the Council will need to look at the City's budget to finance all these projects and was wondering if there were any grants available to help offset the cost of construction.

Lauren Schmidt asked if those present see the parks system as an economic boost or serving the residents. Dixie Reid believes that citizens first. Lee Shellman noted that there are several grounds that the Parks must maintain such as medians, roundabouts, etc. Dave Patzer would like to have a demographics study done to see what citizens want. Aaron Johnson believes that additional water parks are popular in other communities as well as nontraditional sports such as Lacrosse. Additionally, he believes larger sports facilities attract more attendance which increases revenue. Jon Ingalls suggested that have trails that would allow winter sports such as cross country skiing paths. Jon also wanted to know if MIG was going to look at what the City's needs are for waterfront property for beaches. Al Hassell asked about the minimal size of parks, and other minimum design standards. Mayor Bloem believes that we are providing opportunities for more than just the city residences but more regionally and she believes that we need to come up with a more regional revenue source.

Dave Patzer, when addressing the strengths of the city believes that we have excellent staff and their ability to obtain property from entities such as the railroads. We also need a succession plan for staff and political leadership to continue acquisitions. Dixie Reid pointed out we have good community involvement. She also believes that we do a good job of budgeting and finding alternate resources such as grants. Wendy Gabriel believes we do a good job with partnerships. Dave Patzer noted that we are very open with the public by televising meetings including budget workshops and the City enjoys a greater trust level with the public more so than other communities are experiencing. Al Hassell believes that we have a creative staff that will find new ways of doing things as well as coming up with funding. As for recreational activities, Steve Anthony is very receptive to any group who wishes to develop a particular program. Bridget Hill noted that the partnership between the Recreation Department and School districts in sharing facilities, both buildings and fields, is great. Steve Anthony believes that one of the greatest challenges today is the existing use of the skateboard park being used by BMX cyclists. Jim Lien believes that continued growth with declining area will be a challenge in the future. Steve Anthony also noted one challenge is new residents with new demands for different activities. Dixie Reid believes that staffing is a challenge at least as big a challenge as maintaining all the facilities. Ron Edinger commented that besides all the parks, medians, roundabouts, city building grounds, Doug and his staff have to maintain two cemeteries and so staffing is also a challenge. Jon Ingalls noted that beautification efforts also means high maintenance demands for Parks staff such as medians, roundabouts, etc. Hugo suggested spreading out the uses that are currently being held at City Park to other parks. Mike Kennedy noted that developers promise parks but don't develop them and then residents look to the city to develop what the developer promised. Lauren Schmidt suggested looking at determining what does the city consider public responsibility and what they consider private responsibility. Bridget Hill suggested a parks development policy to help control this issue.

Mayor Bloem noted that event sponsors are always asking about the ability to serve alcohol in the parks. John Stamsos suggested that possibly looking at impact fees for parks. Councilman Hassell believes that we need to balance active/passive uses. Dixie Reid commented that we need to balance the types of uses by adults and children. Aaron Johnson believes that teens need more activities such as forest trail hikes without dealing with the four-wheelers or bikers. Wendy Gabriel noted that the City has several pieces of property that have certain conditions and constraints that have come with the acquisition of these lands that the City has acquired, especially in the City Park area.

Doug Eastwood suggested that parks should be rezoned. They are currently zoned residential which it is difficult to develop a park to R-3 residential zone requirements. Deanna Goodlander also suggested having standards for natural parks. Heather Bowlby questioned the correlation between building density and neighborhood parks and the need to develop standards accordingly. Lee Shellman noted that small neighborhood parks have created problems in the past especially around rental properties. Councilman Hassell asked about a policy about the quality of land being provided by developers, e.g. one property dedicated to parks had the top soils excavated. Dave Patzer would like to make sure there is a policy that proposed parklands between adjoining developments be dovetailed to each other in order to create a larger park area.

Dixie Reid added that additional needs the Council has received requests for is a BMX Parks. Bridget Hill recommended expanding our water activities such as canoeing, kayaking. Wendy Gabriel requested that the consultant look at alternate site options for boat/trailer parking vs. the existing waterfront parking lot. Dixie Reid noted that occasionally the Council receives a request for an ice skating. Jim Lien also suggested incorporating the Walker-Macy Plan into the master plan. Dixie Reid affirmed that the Council promised citizens that nothing would be removed from McEuen Field until an alternate site can be found to replace elsewhere at equal or better quality. Aaron Johnson suggested adding amenities to the beach such as docks or water slides. Woody McEvers also asked that the skateboard park be looked at as it is showing its age. Deanna Goodlander would like to have more information from other communities for skateboard parks especially the location of their skateboard parks - she believes that alternate locations should be found for the skateboard park/BMX park outside of the downtown area to alleviate the congestion at the existing park. Dave Patzer noted that if we develop more beach front and beach usage facilities, would the City need to develop a marine division vs. continuing to outsource. Wendy Gabriel would like a review of the lease for the 11th Street docks to see if there is something the City should and could be asking for in that lease. Steve Anthony would like to have the trust agreement reviewed for the Jewett House because some of the current restrictions are creating an under-utilization of that facility. Dixie suggested including the Blackwell Island area south of the river in the 20-year plan. Dave Yadon suggested using the Planning Commissions Area of City Impact when looking at the 20-year plan. Wendy Gabriel would also like to see how the City can assure that the parks maintain their safe environment especially as the City grows. Dave Yadon would like to see a plan for connectivity between the City and other cities and the Forest Service. Lee Shellman asked if the plan will include access to the

various parks. John Stamos also suggested parking design standards that can be applied to the different sizes and types of parks. Heather Bowlby also requested an equestrian park. Dixie Reid cautioned about competing with private enterprises such as the Kroc Center, area fitness facilities, etc. Dixie commented that the consultant may hear about a need for more tennis courts although Lee Shellman believes that the City has ample tennis court facilities. Doug believes that some of the emerging trends in activities include mountain biking trails, GEO caching, kite flying (similar to wind surfing), and rock climbing

In order to get the public involved in this process it was suggested that public workshops including televising at least one workshop. Bridget also suggested getting the schools involved with this review process. Dave Yadon noted that the City's web site is also a good source of disseminating and receiving information from the public.

Lauren noted that the first phase is a needs assessment which includes information gathering including additional meetings with other committees as well as community workshops.

The workshop adjourned at 1:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL,
SEPTEMBER 19, 2006

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall, September 19, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Paul Peabody, Grace Bible Church.

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

PRESENTATIONS:

PROCLAMATION - "PEACE DAY": Councilman Edinger read the proclamation on behalf of Mayor Bloem proclaiming Sept. 21, 2006 as "Peace Day" in the City. Mark Cochran accepted the proclamation.

PRESENTATION - OUTSTANDING INDIVIDUAL ACHIEVEMENT - PAT AGUILAR: Recreation Director Steve Anthony presented Pat Aguilar with the Idaho Recreation and Park Association Award for Outstanding Individual Achievement for his hours of service volunteering in various recreation functions including becoming the President of the local AAU Basketball club and organizing several basketball tournaments for the City.

PRESENTATION - OUTSTANDING ORGANIZATION - ABBOTSWOOD DESIGN GROUP: Parks Director, Doug Eastwood presented Abbotswood Design Group with the Idaho Recreation and Park Association Award for an Outstanding Organization for their help over the past three years in designing the Cherry Hill Park complex including the 911 Memorial.

PUBLIC COMMENTS:

UNITED WAY GOLF TOURNAMENT: Troy Tymesen announced that the City's annual golf tournament raised over \$900 for this year's United Way Campaign. He noted

that the winning costume team was Fire Chief Gabriel's team and Municipal Services Director, Susan Weathers, and her team (the Worker Bees) placed first in the tournament after a 3-way tie-breaking game of rock, paper, and scissors.

CONSENT CALENDAR: Motion by Reid, seconded by Kennedy to approve the Consent Calendar including a correction to the minutes by correcting the spelling of Reiley.

1. Approval of minutes for September 5, 2006.
2. Setting of the Public Works Committee and General Services Committee meetings for September 25, 2006 at 4:00 p.m.
3. RESOLUTION 06-057: 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. 2 TO THE CODE ENFORCEMENT CONTRACT WITH TIM TROUT; APPROVAL OF A LEASE RENEWAL WITH THE 11TH STREET DOCKOWNERS ASSOCIATION, INC.; APPROVAL OF CHANGE ORDER NO. 5 FOR THE WWTP PHASE 4B AND APPROVAL OF THE EMPLOYEE BENEFIT PLAN CHANGES AND RENEWAL RATES.
4. Acceptance of right-of-way at Ramsey Road north of Hanley Avenue.
5. Approval of bid specifications and authorizing staff to advertise for bids for Ramsey Field II lighting.
6. Setting a public hearing for a vacation of North Street between Davidson and Emma Avenue for Oct. 17, 2006.
7. Approval of beer/wine/liquor license for the Sunset Bowling Alley to Vern Ortel and Michael Ortel.
8. Setting of public hearings: V-2-06 (Appeal of variance for 1027 Sherman) for Nov. 21, 2006 and O-3-96 (Cluster Housing Regs.) for November 21, 2006.
9. Setting of public hearing for creating/amending various fees for Oct. 3, 2006.
10. Approval of bills as submitted to and on file in the City Clerk's Office.
11. Approval of a Memorandum of Understanding with the University of Idaho.

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

CDA TV VOLUNTEERS NEEDED: Councilman McEvers announced that CDATV is looking for volunteers in helping with the various aspects of CDATV. Anyone interested in volunteering may contact Susan Weathers at 769-2231.

RESOLUTION NO. 06-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT WITH IDAHO COMMERCE & LABOR (ICL) FOR THE ICDBG FOR THE U.S. BANK WEST SELTICE WAY PROJECT AND TO AUTHORIZE THE GRANT CLOSEOUT AGREEMENT.

Renata McLeod reviewed the grant process including the involvement of US Bank and the improvements completed using the funding from the grant.

Motion by Goodlander, seconded by Edinger to adopt Resolution 06-058.

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

DECLARATION OF EMERGENCY: WWTP Superintendent Sid Fredrickson requested the Council approve the Mayor's Declaration of Emergency for replacing the cracked clay sewer line in the alley north of Lakeside Avenue between 6th Street and 7th Street.

DECLARATION OF EMERGENCY

SANDI BLOEM, duly elected Mayor of the city of Coeur d'Alene, hereby declares the following emergency pursuant to Idaho Code Section 67-2808.

WHEREAS, on September 13, 2006 the sewer line in the alley north of Lakeside Avenue between Sixth and Seventh Streets was found to be in extremely deteriorated condition; and

WHEREAS, it is uncertain how long said pipe can continue to operate in removing sewage from the neighborhood;
and

WHEREAS, the inability to collect sewage from the neighborhood may result in damage to property, and could be a substantial health threat because of the potential for raw sewage spills in homes of the city and its citizens;
and

WHEREAS, the uncertainty of continued operation of said sewer pipeline precludes the city from normal procurement of contractor services, the replacement of said pipeline must be undertaken immediately to provide continued wastewater collection services to the neighborhood;
and

WHEREAS, it is in the best interests of the citizens of the city of Coeur d'Alene to declare that an emergency exists;

NOW THEREFORE,

I, Sandi Bloem, do hereby declare that an emergency exists requiring and demanding that in the public interest, the immediate expenditure of public money, without competitive bidding, to safeguard life, health, and property is necessary as authorized by Idaho Code Section 67-2808.

Motion by Reid, seconded by Kennedy to accept the Mayor's Declaration of Emergency and authorize staff to proceed with replacing the sewer line.

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

ORDINANCE NO. 3269
COUNCIL BILL NO. 06-1030

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, CONSENTING TO THE CHANGE OF CONTROL OF THE OWNERSHIP OF THE GRANTEE OF THE FRANCHISE GRANTED TO ADELPHIA COMMUNICATIONS CORP., TO TIME WARNER NY CABLE, LLC., TO OPERATE A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Edinger to pass the first reading of Council Bill No. 06-1030.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and adopt Council Bill No. 06-1030 by its having had one reading by title only.

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

RESOLUTION NO. 06-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.

Motion by Edinger, seconded by Goodlander to adopt Resolution No. 06-059.

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

RESOLUTION NO. 06-060

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES, WITH ALICIA CARGILE AND LONNIE CARGILE,

HUSBAND AND WIFE.

Motion by Goodlander seconded by Kennedy to adopt Resolution 06-060.

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

RESOLUTION 06-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING THE CITY OF COEUR D'ALENE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE FOR THE POSITION CHIEF CIVIL DEPUTY CITY ATTORNEY PAY GRADE 18; RECLASSIFICATION FOR ASSISTANT CITY ATTORNEY FROM PAY GRADE 14 TO 15; DEPUTY CITY ATTORNEY I TO DEPUTY CITY ATTORNEY PAY GRADE 15 TO 16; DEPUTY CITY ATTORNEY ii TO CHIEF CRIMINAL ATTORNEY PAY GRADE 17 TO 18; EFFECTIVE SEPTEMBER 1, 2006 AND AMENDING THE CLASSIFICATION WAGE SCHEDULE EFFECTIVE OCTOBER 1, 2006.

Motion by Reid, seconded by Edinger to adopt Resolution 06-061.

PUBLIC COMMENTS: Mayor Bloem asked if anyone wished to address this item with no response being received.

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

PUBLIC HEARING: ZC-8-06 - ZONE CHANGE AT 3615 N. FRUITLAND LANE: Mayor Bloem read the rules of order for this public hearing. John Stamsos, Associate Planner, gave the staff report.

Mr. Stamsos gave the applicants name as Lela Wilson, the location as 3615 N. Fruitland Lane and the reason for the request as a zone change from MH-8 to R-12.

Mr. Stamsos then gave the staff analysis for land use, neighborhood characteristics, Comprehensive Plan, streets, and utilities.

He reported that on August 8, 2006 the Planning Commission approved the requested zone change from MH-8 to R-12 by a 4-0 vote with the following conditions:

1. Dedication of an additional five feet (5') of right-of-way on Fruitland Lane and thirty feet (30') for the Howard Street extension.
2. Installation of the frontage improvements (curb, sidewalk, drainage facilities and pavement widening) along the Fruitland Lane frontage prior to any construction activity on the subject property. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

3. Signing of a Frontage Improvement Agreement for the required improvements along the future Howard Street corridor.

On September 1, 2006, 24 notices were mailed regarding tonight public hearing with 0 responses received.

PUBLIC COMMENTS: Steve Syrcle, 3712 Stack Road, spoke on behalf of the applicant and asked the Council to approve the requested zone change. He also noted that the applicants do not object to the conditions set by the Planning Commission. Eddie Keith, 3849 Stack Road, reported that the plan is to construct some very nice condominiums on this site. In response to Councilman McEvers concern of the compost facility odor, he noted that the current property owners have horses on this lot and their odor has been more apparent than the compost facility and in fact he has not noticed the Compost Facility. Councilman McEvers voiced his concern of condominiums being constructed this close to the Compost Facility and his fear that the purchasers of the condominiums will come back on the City regarding this odor. Mr. Keith announced that the condominiums are being designed for the senior portion of our community and priced in the mid-range of approximately \$219,000 per unit.

Motion by Hassell, seconded by McEvers to approve the requested zone change from MH-8 to R-12 at 3615 N. Fruitland Lane and to adopt the Findings and Order of the Planning Commission including the three conditions.

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

PUBLIC HEARING - AMENDING 2005-2006 BUDGET: Mayor Bloem read the rules of order for this public hearing. Finance Director Troy Tymesen gave the staff report.

Mr. Tymesen reviewed the proposed changes to the 2005-2006 budget including additional revenues received and expenses not previously budgeted including transferring funds to the Self-Insurance fund and paying off Ramsey Road property, and dedicating \$300,000 to cover additional costs for the Library.

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

ORDINANCE NO. 3270

COUNCIL BILL NO. 06-1031

AN ORDINANCE AMENDING ORDINANCE 3230, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2005 APPROPRIATING THE SUM OF ~~\$66,600,948~~ \$76,892,908, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$10,291,960; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Goodlander to pass the first reading of Council Bill No. 06-1031.

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

Motion by Reid, seconded by Edinger to suspend the rules and to adopt Council Bill No. 06-1031 by its having had one reading by title only.

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

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

The meeting adjourned at 7:20 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-062

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 AMENDMENT TO THE POLICY – SIDEWALK FOOD AND BEVERAGE SERVICE AREAS; APPROVAL OF AN AMENDMENT TO THE POLICY – CDATV OPERATIONAL POLICIES AND PROCEDURES; APPROVING THE ANNUAL RENEWAL OF THE SCHOOL RESOURCE OFFICER AGREEMENT WITH SCHOOL DISTRICT 271 FOR THE 2006/2007 SCHOOL YEAR; APPROVAL OF S-10-02 – ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR VILLAGE 10TH ADDITION; APPROVAL OF S-6-04 – FINAL PLAT APPROVAL AND ACCEPTANCE OF IMPROVEMENTS WITH MAINTENANCE / WARRANTY AGREEMENT FOR ORCHARD LANDS, 1ST ADDITION; ACCEPTANCE OF BID AND APPROVAL OF AN AGREEMENT WITH WESTERN STATES EQUIPMENT FOR THE PURCHASE OF EMERGENCY GENERATOR FOR THE WWTP AND ACCEPTANCE OF BID AND APPROVAL OF AN AGREEMENT WITH SIEMANS WATER TECHNOLOGIES FOR PURCHASE OF POLYMER EQUIPMENT FOR THE WWTP.

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 an amendment to the Policy – Sidewalk Food and Beverage Service Areas;
- 2) Approval of an amendment to the Policy – CDATV Operational Policies and Procedures;
- 3) Approving the Annual Renewal of the School Resource Officer Agreement with School District 271 for the 2006/2007 school year;
- 4) Approval of S-10-02 – Acceptance of Improvements and Maintenance / Warranty Agreement for Village 10th Addition;
- 5) Approval of S-6-04 – Final Plat Approval and Acceptance of Improvements with Maintenance / Warranty Agreement for Orchard Lands, 1st Addition;
- 6) Acceptance of Bid and approval of an Agreement with Western States Equipment for the Purchase of Emergency Generator for the WWTP;
- 7) Acceptance of Bid and approval of an Agreement with Siemans Water Technologies for Purchase of Polymer Equipment for the WWTP;

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 3rd day of October, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

TO: General Services Committee

RE: POLICY: FOOD AND BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS

FROM: Kathy Lewis, Deputy City Clerk

DATE: September 13, 2006

Decision Point: Should the City Council approve the change to the public for outdoor eating and alcohol beverage service design requirements from posts being a maximum of six feet apart spacing to a maximum of ten feet apart and add the word "minimum" to the height requirement of three feet.

History: The Downtown Association, along with outdoor eating permit holders, and staff worked last spring to develop a new policy which would require permit holders who serve alcohol along with food, to core the sidewalk and install posts starting with the 2007 season. After a site review today with the first participant, it was determined by those present which included representation from Administration, Licensing, ADA compliance, Legal, and the Downtown Association that several housekeeping changes are needed to the policy. The six foot maximum spacing of the posts should be changed to a maximum of ten feet spacing. The site visited now has eleven foot spacing. The policy stated that the posts must be three feet tall. The group all felt that the policy should read a "minimum of" three feet tall, to accommodate a slightly taller post. All locations will have on-site team visit before a permit is issued or the sidewalk cored.

Financial Analysis: The proprietor is paying for the costs of installation. This would reduce the number of posts required and also reduce the number of cores needed to the sidewalk.

Performance Analysis: This helps reduce clutter, and less caps in the sidewalk during the winter but still maintains the necessary stable perimeters for the consumption of food and alcohol, maintaining pedestrian travel widths.

Quality of Life: The participant may choose to space the posts closer but allows the maximum spacing to better accommodate the size of the property. A taller post may be more visible and better contain the clients, maintaining the purpose..

Decision Point/ Recommendation: Should the City Council approve the change to the policy for outdoor food and alcohol permits as follows: Change the maximum spacing of posts from six feet to ten feet, and adding the words "minimum of" for the height requirement of three feet.

AMENDED
POLICY

POLICY: FOOD AND ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

PURPOSE: TO ESTABLISH CRITERIA FOR ISSUING ENCROACHMENT PERMITS FOR THE PURPOSE OF ALLOWING THE SERVICE OF FOOD AND/OR ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PUBLIC SIDEWALKS.

Purpose Statement:

The purpose of this policy is to establish the process for issuing annual encroachment permits allowing the service of food and alcoholic beverages for consumption on public sidewalks adjacent to restaurants within city limits. This policy also establishes the guidelines that must be followed by the licensed facility in order to retain the permit. No alcoholic beverages may be sold, served, or consumed at the outdoor eating facility except as may be authorized pursuant to this policy.

Application:

In order to be complete, the application must contain the following information or be accompanied by the following attachments:

1. An indication that that the applicant is seeking a food only or a food and alcohol permit. To qualify for a food and alcohol permit the eating establishment must meet the definition of eating establishment contained at M.C. 5.08.015.
2. If a food and alcohol permit is sought, a copy of the subject eating establishment's liquor licenses (including beer and/or wine) must be provided. Provided however that the applicant may apply for a City liquor license at the same time.
3. A drawing or other visual depiction of the type, layout and number of tables, chairs and the stanchion and barrier system and signage to be used in the encroachment area, if applicable, as well as the width of the sidewalk along the frontage of the eating establishment and all pathway obstructions in the sidewalk across the frontage. For the purpose of this policy, obstructions include but are not be limited to light poles, building facades, trees, tree grates, umbrellas, chairs/benches, tables, partitions, or other street furniture.

4. The appropriate fee as set by resolution of the City Council.
5. The appropriate per seat sewer cap fee.
6. A liability insurance policy, acceptable to the City Attorney, naming the City as an additional insured in the amount of \$500,000 for property damage or bodily or personal injury or death or loss as a result of any one occurrence or accident regardless of the number of person injured or the number of claimants. The policy must remain in effect for the term of the permit and provide for specific notification to the City in the event that the policy is cancelled.

All applications shall be submitted to the City Clerk who will, upon compliance with this policy and other applicable laws and standards, issue the appropriate permit, which shall expire on December 31st of each year.

Design and Layout Standards:

1. The encroachment area must be designed to ensure a continuous 42” wide clear passage for pedestrians at a minimum and to ensure that the sidewalk meets ADA standards for accessible routes. In addition, the layout of the encroachment area must ensure that the tables, chairs and any other furniture or structure placed in the encroachment area does not interfere with other sidewalk furnishings or with the ability of a person to exit a vehicle parked at the curb.
2. Outdoor eating facilities located at intersections may not place tables or other vision obstructions within the vision triangle as defined by M.C. 12.36.425.
3. The encroachment area may not extend beyond the side walls of the principal eating facility perpendicular to the street.

Food and Alcohol Permit Additional Design Requirements:

4. Approved semi-permanent partitions of the type depicted in this policy must be utilized to enclose the encroachment area. The stanchions must be affixed to the sidewalk by core drilling and placing a socket and cap fixture into the sidewalk with the top of the socket installed flush with the sidewalk. The stanchions must be a minimum of 3’-36” tall and no higher than 42” and 1.5 to 2” in diameter and the socket depth must be at least 4”. The stanchions may be spaced no more than 7’-10’ apart. An approved all weather material rope or light weight chain barrier must be securely attached to each stanchion and the building façade so as to enclose the encroachment area. The barrier must be attached in taut manner so as to maintain a rigid perimeter. If the top barrier is

higher than 36”, a second barrier must be installed midpoint between the top barrier and the sidewalk. The stanchion and barriers must be locked or secured in such a manner that will prevent them from being detached or removed without the assistance of the establishment’s staff. When the stanchions are removed from the socket, a socket fixture cap must be installed and maintained in a level, secure manner.

5. A sign no smaller than nine inches (9”) by twelve inches (12”) must be posted at a height of five feet (5’) at each exit from the encroachment area. The sign must read: “It is unlawful to consume on these premises any alcoholic beverage not purchased here or to remove any open container of alcohol from the sidewalk eating area.”

Conditions of Approval

All permit holders:

The permit, if granted by the City, is conditioned on the permittee maintaining the encroachment area in the manner depicted in the application. In addition, the permittee must:

1. Take all necessary steps to prevent patrons, and/or employees from encroaching into the required clear passage area.
2. Maintain the encroachment area and surrounding areas in a clean and sanitary manner, including, but not limited to, maintaining appropriate trash receptacles on restaurant property as well as sweeping the full right-of-way on a daily basis. The permittee must also immediately clean any spills, food debris, broken glass and other trash which may accumulate on the sidewalk.
3. Promptly comply with all requests of a duly authorized representative of the City regarding removal of stanchions, street furniture or glassware in the event the City determines that the use of stanchions, street furniture or glassware creates a public safety hazard.
4. Comply with all other local, state, or federal laws, ordinances, and regulations, including but not limited to health rules, laws pertaining to the sale and consumption of alcoholic beverages, and fire code regulations.

Additional Conditions for Food and Alcohol Permit Holders:

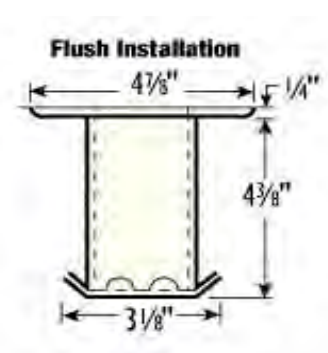
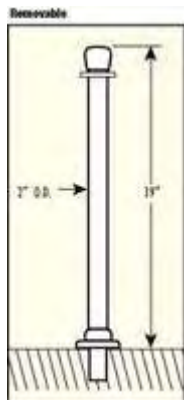
5. Prohibit the sale or consumption of alcoholic beverages in the encroachment area between the hours of 11:00 p.m. and 10:00 a.m.

6. Take all necessary steps to prevent patrons from leaving the encroachment area with an alcoholic beverage.
7. Beverages may be poured from bottles into glass or plastic ware by employees of the restaurant provided that empty bottles are promptly removed. Wine, when purchased by the bottle, may be placed at the table or the wine may be transferred to a carafe. However, any unused portion to be removed from the premises must be packaged in a manner to prevent public consumption or an open container violation.
8. Not use glassware during the following events or other public events that the City determines creates a public safety hazard due to overcrowding, congestion or other public safety concerns. In the event that the City determines that glassware may not be used the City will endeavor to provide as much notice as is reasonably possible given the then existing circumstances.
 - a. Car d'Alene.
 - b. 4th of July.

Denial and Revocation of Permits:

The process of revocation and the grounds therefore shall be governed by the encroachment permit. The City reserves the right to deny new permits to eating establishments for any reason that would justify revocation of a permit.

Typical Stanchion and Socket:



GENERAL SERVICES COMMITTEE

DATE: September 25, 2006

FROM: Susan Weathers, Municipal Services Director/City Clerk

SUBJECT: Amending CDATV Policy and Procedures regarding Copyright Requirements

DECISION POINT:

Would the City Council approve the proposed amendment to the CDA TV Policy and Procedures regarding Section C 5 Copyright authorization?

HISTORY:

In January 2006, the City Council approve the attached CDA TV Policy and Procedures manual through Resolution 06-005.

Since it's adoption, the CDA TV Committee has requested that the Legal Department review Section C,5 relating to copyright requirements.

Deputy City Attorney Anna Eckhart, after researching and asking for input from other cities for information regarding copyright issues for cable television, determined that the current CDA TV Policy and Procedure Manual should be amended to include the following statement in order to bolster this section dealing with copyright laws and regulations:

Programs containing copyrighted materials will not be broadcast without proper copyright authorization. It shall be the responsibility of each contributing entity to obtain all necessary copyright clearance and provide the same to the City. Additionally, each contributing entity shall sign a Hold Harmless and Indemnification agreement in a form approved by the City's Legal Department.

FINANCIAL ANALYSIS:

There is no significant cost to amending the Policy and Procedures

PERFORMANCE ANALYSIS:

This amendment is being proposed to bolster the copyright requirements currently provided for in the CDA TV Policy and Procedure Manual. This amendment better protects the city from lawsuits relating to copyright law.

DECISION POINT/RECOMMENDATION:

It is requested that the General Services Committee recommend the Council approval of a resolution amending to the CDATV Policy and Procedure Manual as recommended by the Legal Department and CDATV Committee.

COEUR D'ALENE TELEVISION
(CDATV)

OPERATIONAL POLICIES AND PROCEDURES



ADOPTED: JANUARY 17, 2006
PER RESOLUTION 06-005

Prepared by the CDATV Ad Hoc Committee

Dave Walker, Chairman

Members: Jeff Crowe, Judy Drake, Bruce Hathaway, Eve Knudtsen, Jim Van Sky,
Woody McEvers, Renata McLeod, Susan Weathers

I. PURPOSE

The purpose of these Operational Policies and Procedures is to define the function of the Coeur d'Alene Government/Public Education Cable Access Channel (Coeur d'Alene City TV (CDATV)) provide direction to City Staff and assist the public in understanding the services offered by CDATV.

II. MISSION AND GOALS FOR CDATV

- A. CDATV is designated as a government/public education channel, as provided for in the 1994 Cable Act and the franchise agreement between the City of Coeur d'Alene and Adelphia pursuant to Ordinance No. 3161 adopted January 20, 2004.
- B. The mission of CDATV is to enhance the communities' public information and communications system, involve the community in local government decision making, and provide useful local government/public education information to general and specialized audiences.

III. CHANNEL PROGRAMMING

A. Programming Responsibility

- 1. The City of Coeur d'Alene reserves the right to program CDATV Channel in accordance with the objective identified above.
- 2. The City of Coeur d'Alene shall follow FCC guidelines for government/public education television.
- 3. As appropriate any appeals of programming decisions shall be filed with the City Clerk. If unable to resolve, appeals may be forwarded to the CDATV Committee for a final decision. Any person aggrieved by a final determination of the CDATV Committee, shall have the right to further appeal to the City Council.

B. Programming Categories

All programming on CDATV shall fall within at least one of the following categories:

- 1. *Governmental Decision Making*: Programming which provides direct coverage of the deliberations of elected or appointed bodies, as well as coverage of selected public issues forums. Examples of programming in this category include:

- City Council Meetings
 - Election Coverage
 - Board and Commission Meetings
 - Public Issue Forums
2. Community Information/Affairs: Programming that provides information about City government, coverage of selected public issues forums, or issue of local interest in Coeur d'Alene. Examples include:
- Crime Prevention
 - Environmental Issues
 - Public Safety
 - Neighborhood Information
3. Cooperative/Community Programming: Programming produced or provided in cooperation with other government organizations that contain useful information or that celebrates the achievements and accomplishments of Coeur d'Alene citizens. Examples include:
- School Events/Information
 - Performing Art (Subject to copyright laws)
 - Recreation Activities

C. Programming Guidelines

1. All programming on CDATV must be either produced or approved for use by the CDATV Committee.
2. All programming on CDATV must support the channel's mission and goals.
3. All programming on CDATV must fall within one of the channel's designated categories.
4. All programming on CDATV must be of local interest and provide community benefit.
5. All programming on CDATV must adhere strictly to copyright laws and regulations. Programs containing copyrighted materials will not be broadcast without proper copyright authorization. It shall be the responsibility of each contributing entity to obtain all necessary copyright clearance and provide the same to the City. Additionally, each contributing entity shall sign a hold harmless and indemnification agreement in a form approved by the City's Legal Department.

6. The City Television Coordinator, or the City's designee, shall establish allocation of programming time among the designated categories.
7. The City Television Coordinator, or the City's designee, shall consult with School District 271 to establish broadcasting time between the City and the School District. The City reserves the final authority in scheduling of CDATV programming.
8. City Council meetings and other public meetings will be covered, to the extent possible, gavel-to-gavel, without editing or interruption. Introductory or supplementary information, which will aid the viewer in understanding the context or issues, may be provided.
9. Videotaped coverage of meetings shall not be considered an official record of said meetings, and there shall be no liability by the City or its employees for inadvertent erasures or omissions, technical difficulties, or for inaccurate information stated during an aired event.
10. The City of Coeur d'Alene shall archive videotapes of all meetings for a minimum of one (1) year from the date of production. Tapes may be transferred to VHS/DVD format for storage purposes.
11. Any City department may co-sponsor a programming proposal from the community with the approval of the City Television Coordinator, or the City's designee, in consultation with the established chain of command when necessary.
12. The City may cooperate with other media, municipalities and agencies to acquire additional programming, which meets the objectives and goals of CDATV.
13. Public issue forums or debates carried on CDATV must relate to the channel's mission and offer a balanced perspective on the issues.
14. Use of CDATV by individuals seeking public office or reelection is prohibited unless participating in City sanctioned forums or debates or if acting in an official capacity as part of regular duties.
15. Duplication of tapes of original programming aired by CDATV is possible in certain instances, upon request, for a fee (see City fee schedule), and with the permission of the City Television Coordinator, or City's designee. Duplicates will be made available within two (2) weeks of request and upon payment. One (1) complementary tape copy will be provided upon request to the sponsoring organization of an event.

16. Duplicates of tapes of City Council meetings and other original CDATV programming may be made upon request and with the permission of the City Television Coordinator, for the purpose of lending for a period of 10 days. Duplicates will be made available within two (2) weeks of request. If these tapes are not returned in the agreed upon manner, the loan will be considered a purchase (See Section III. C. 15 of this document), and the user will be billed accordingly.
17. All programming produced for CDATV shall be protected from commercial reproduction and may only be reproduced for personal, non-commercial home use by individuals. Retransmission or any unauthorized use of CDATV programming (in part or whole) is strictly forbidden without the written consent of the City.

D. Prohibited Programming

The following types of programming shall be prohibited on CDATV:

1. Programming which does not comply with the mission of CDATV or these guidelines.
2. Programming which violates FCC guidelines for public education/government television including: Commercial/for-profit making enterprises/ trade or business announcements (excluding sponsorship notices and community calendar event announcements), obscene, indecent, libelous or slanderous speech, lottery information or other illegal content.
3. Programming which promotes political candidates, issues or viewpoints except as provided for in City sanctioned debates or forums.
4. The City reserves the right to refuse to transmit all or any portion of a program which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.

IV. COMMUNITY CALENDAR

The Community Calendar is designed to provide a source of timely information about a variety of community activities displayed by the CDATV character generator system.

1. Textual information shall be displayed throughout the cablecast area (see Section V) on the cable channel, twenty-four hours a day, seven days a week, except at those times when other programming has been scheduled by

the City Television Coordinator, or the City's designee, or the channel is experiencing technical difficulties.

2. The form, the City of Coeur d'Alene TV Message Display Request, must be used when submitting messages for display on the channel. The form can be obtained from the City Television Coordinator at City Hall, City Clerk's Office. The City Television Coordinator or the City's designee will make every effort to include all appropriate messages on the Community Calendar, but inclusion is not guaranteed.
3. School District 271, will collect and screen school messages for inclusion on the Community Calendar, record them on the City of Coeur d'Alene TV Message Display Request form, and submit them to City Television Coordinator or City Clerk.
4. A list of the Community Calendar guidelines is included on the City of Coeur d'Alene TV Message Display Request form. The form can be obtained from the City Television Coordinator or the City Clerk.
5. Should an error result in the cablecast of incorrect information, neither the City of Coeur d'Alene nor the employee/consultant responsible shall be liable for the inaccuracy of the information or for actions taken by anyone as a result of the inaccurate information.
6. The City reserves the right to refuse to transmit all or any portion of a message which promotes any activity which is illegal under City, State or Federal law or in violation of these procedures and guidelines.
7. As appropriate, any appeals of Community Calendar decisions shall be filed with the City Clerk. If the CDA TV Ad Hoc Committee is unable to resolve the appeal, the appeal(s) may be forwarded to the Coeur d'Alene City Council who will make the final decision.

V. CABLECAST AREA

The Cablecast Area for CDATV will be determined by the franchise agreement. It is the desire of the City that cable customers within the boundaries of Kootenai County receive the government/public education channel, CDATV.

VI. EMERGENCY RESPONSE

The government/public education channel may be used at any time for the purpose of emergency communication and response. In these cases, direction will be taken from the procedures outlined in the City of Coeur d'Alene Emergency Plan and/or the Kootenai County Emergency Response System.

VII. OPERATIONAL USE WITH COEUR D’ALENE SCHOOL DISTRICT 271

Policies relating to the operation of CDATV resources with the Coeur d’Alene School District are governed by the terms and conditions of the Franchise Agreement; this Operational Policies and Procedures for Coeur d’Alene; and any current or future Statement of Cooperation or Agreement between the City of Coeur d’Alene and Coeur d’Alene School District.

VIII. PROGRAMMING AUTHORITY

The City of Coeur d’Alene reserves the right to refuse a request for cable programming or operations which is illegal under City, State or Federal law or is in violation of the mission and goals of CDATV. The City Clerk shall receive written disputes or appeals regarding such requests.

IX. REVISIONS TO OPERATIONAL POLICIES AND PROCEDURES

The City of Coeur d’Alene may only modify these policies and procedures through recommendation of the CDATV Committee and/or city staff. The City and any of its partners shall review Agreements, the Operational Policies and Procedures, and the Statement of Cooperation by May 1 of each year.

TO: Wendy Gabriel
City Administrator

FROM: Wendy Carpenter
Chief of Police

SUBJECT: School Resource Officer and DARE agreement between the Coeur d'Alene
School District #271 and the City of Coeur d'Alene

DATE: September 21, 2006

Decision Point: Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer and DARE programs with School District #271 for fiscal year 2006-2007.

History: The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates. The City of Coeur d'Alene has solely maintained a DARE program in the elementary schools since 1990. This program has also been deemed successful by both the Police Department and the School District.

Financial Analysis: The school district has agreed to pay 50% of the personnel costs associated with these two programs. In addition they have agreed to pay 100% of overtime personnel costs associated with school activities beyond the regular school day.

Performance Analysis: The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved. The impact of the DARE program has been difficult to quantify. The feedback regarding its impact has always been positive.

Quality of Life Analysis: The SRO and DARE programs have provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point: Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer and DARE programs with School District #271 for fiscal year 2006-2007. The School District is committed to this program and has already signed the 2006-2007 contract with the intention of maintaining this program.

Wendy Carpenter
Chief of Police

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2006-2007

THIS AGREEMENT is entered into this 22nd day of August, 2006, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide five (5) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses and one (1) D.A.R.E. Officer to provide drug prevention training in elementary schools of the DISTRICT, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for officers who perform this service,

including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at all elementary schools, Coeur d'Alene High School, Lake City High School, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and

4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and

2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training will take place at all elementary schools, Coeur d'Alene High School, Lake City High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers and D.A.R.E. Officer will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers and D.A.R.E. Officer are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers and D.A.R.E. Officer, and shall maintain liability insurance, or self insurance

as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers and D.A.R.E. Officer including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of One Hundred Sixty Three Thousand Seven Hundred Fifty Eight Dollars and 38/100 (\$163,758.38) to be paid quarterly.

In addition to the above, the CITY will provide a monthly billing for officer overtime incurred during the previous month. DISTRICT will render payment within thirty (30) days of receipt of the CITY'S billing.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2006-2007 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before June 1, 2007, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VI. SUCCESSORS-IN-INTEREST AND ASSIGNS

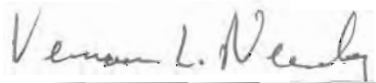
All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the _____ day of _____, 2006, pursuant to Resolution No. 0_ - ___, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL
DISTRICT #271


By: _____
Sandi Bloem, Mayor

By: 
Vernon L. Newby, Chairperson

Attest:

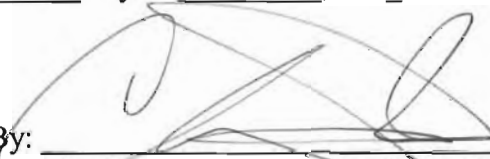
Attest:

Susan K. Weathers, City Clerk


Lynn Towne, Clerk of the Board

APPROVED as to form and legality this _____ day of _____, 200_.

By: _____
Michael C. Gridley, City Attorney

By:  9/12/06
Charles Dodson, Attorney for School District 271

School Resource Officer and DARE Program Costs For FY 2006-2007**Estimated WAGES**

FY 2006-07

	Annual	9 months	Training	Total	50%
McCormick	77,291.00	57,968.25	2,000.00	59,968.25	29,984.13
Sparks (DARE)	67,038.00	50,278.50	2,000.00	52,278.50	26,139.25
Spranget	69,134.00	51,850.50	2,000.00	53,850.50	26,925.25
TenEyck	75,746.00	56,809.50	2,000.00	58,809.50	29,404.75
Todd	64,993.00	48,744.75	2,000.00	50,744.75	25,372.38
Walton	66,487.00	49,865.25	2,000.00	51,865.25	25,932.63
Wages/Benefits/Training					\$ 163,758.38
Total Paid by School Dist.					\$ 163,758.38

**CITY COUNCIL
STAFF REPORT**

DATE: October 3, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **Village 10th 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 Village 10th Addition.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Donald R. Smock
Donald R. Smock Development Co., LLC
1000 Northwest Boulevard
Coeur d'Alene, ID 83814
- b. Location: Second Street and Knotty Pine Lane.
- c. Previous Action:
 1. Final plat approval of Village 10th Addition, December 2005.

FINANCIAL ANALYSIS

The developer is reducing the existing security (\$18,700.00) that was installed for the initial subdivision agreement, to the amount of \$1,700.00 to insure the maintenance of the installed public infrastructure improvements during the 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. Because this portion of 2nd street in the Village is public (the surrounding streets are private), City maintenance will be required to start after the warranty period expires.

DECISION POINT RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of October, 2006 between Donald R. Smock Development Co., LLC, an Idaho Limited Liability Company with Donald R. Smock, President, whose address is 1000 Northwest Boulevard, Coeur d'Alene, ID 83814, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final residential subdivision plat of the Village 10th Addition, a four (4) lot residential condominium development in Coeur d'Alene, situated in the Northwest Quarter of Section 1, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of two years from the approval date of this agreement, the public improvements as shown on the plans entitled "Road Improvement Plans for Village Condominiums, 10th Addition, Kootenai County, Idaho", signed and stamped by R. Scott Jamar, PE # 9001, and, dated July 25, 2006, including but not limited to: sanitary sewer and appurtenances, water utility main and appurtenances, fire hydrant, concrete curb and sidewalk, asphalt paving, storm drainage facilities 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, in the amount of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) 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 3rd day of October 2008. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Donald R. Smock Development Co., LLC

Sandi Bloem, Mayor



Donald R. Smock, President

ATTEST

Susan Weathers, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: October 3, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Orchard Lands 1st Addition; Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Final Plat approval for the Orchard Lands 1st Addition, a 75 lot residential development.
2. City Council acceptance of the installed public improvements for the Orchard Lands 1st Addition.
3. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: John M. Brewster
212 Ironwood Drive
Suite "D"
PMB325
Coeur d'Alene, ID 83814
- b. Location: Southwest corner of Atlas Road and Appaloosa Drive.
- c. Previous Action:

1. Preliminary approval by the CdA Planning Commission May 11, 2004.

FINANCIAL ANALYSIS

The developer is furnishing security the amount of \$64,190.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. The City maintenance will be required to start after the one (1) year warranty period expires on October 3, 2007.

DECISION POINT RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of October, 2006 between John M. Brewster, whose address is 212 Ironwood Drive, Suite "D", PMB325, Coeur d'Alene, ID 83814, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final residential subdivision plat of the Orchard Lands 1st Addition, a seventy five (75) lot residential development in Coeur d'Alene, situated in the Southeast Quarter of Section 4, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the as-built record drawings entitled "Water, Sewage, Road and Drainage Plans for ORCHARD LANDS FIRST ADDITION", signed and stamped by Russell D. Helgeson, Jr., PE # 6864, and, dated August 21, 2006, including but not limited to: sanitary sewer and appurtenances, water utility main and appurtenances, fire hydrants, concrete curb and sidewalk, asphalt bikepath, asphalt roadway paving, storm drainage facilities, street lights, 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, in the amount of Sixty Four Thousand One Hundred Ninety and 00/100 Dollars (\$64,190.00) 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 3rd day of October 2007. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

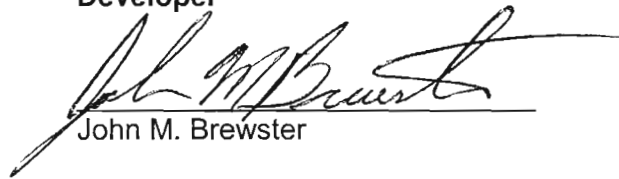
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Developer



John M. Brewster

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 21, 2006
FROM: David E. Shults, Capital Program Manager **Des**
SUBJECT: Award of Bid for Purchase of Wastewater Plant Generators

=====

DECISION POINT:

Council approval is requested to enter into agreement with Western States Equipment for supply of two wastewater treatment plant emergency generators and associated equipment, for the total low bid cost of \$91,760. The approval would be contingent on receipt by the City of satisfactory bonds and insurances.

HISTORY:

Recent plant upgrades and expansions have outgrown the capability of the existing 100 kW generator. HDR Engineering has assisted staff to design appropriately sized replacement equipment consisting of a new 250 kW and a new 100 kW diesel-powered generator. The larger generator would be located on the south side of the plant to run a portion of the new influent pump station and screening facilities. The smaller generator would be located at the north end of the plant to run the effluent pumps and chlorination system and emergency scrubber system. The City Council authorized advertisements to receive bids for purchase of the generators. Two bids were received. City staff and HDR Engineering reviewed the bids and determined that Western States' bid is the lowest responsive, responsible bid, and should be awarded the total work, including bid items A and B. The cost is less than the engineer's cost estimate of \$115,000.

FINANCIAL ANALYSIS:

Phase 4B cost for electrical equipment and controls	67,542
Western States bid for two generators	\$91,760
Engineer's estimate for installation	21,000
Engineering design	<u>12,196</u>
Subtotal	\$192,498
5% Contingency	9,625
Total	\$202,123

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

DISCUSSION:

Procurement of the generators will allow the wastewater plant to function if and when power is not available from the electric utility. The purchase is funded through the wastewater utility's equipment replacement program, which is funded from a dedicated fund for such purpose.

DECISION POINT/RECOMMENDATION:

Council approval is requested to enter into agreement with Western States Equipment for supply of two wastewater treatment plant emergency generators and associated equipment, for the total low bid cost of \$91,760. The approval would be contingent on receipt by the City of satisfactory bonds and insurances.

des1190

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of **October, 2006**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**", and **WESTERN STATES EQUIPMENT COMPANY**, 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 Spokane, Washington, hereinafter referred to as "**SELLER**",

W I T N E S S E T H:

THAT, WHEREAS, the said **SELLER** has been awarded the contract for: **Power Generation Prepurchase**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Power Generation Prepurchase**" and 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 **SELLER** shall make improvements in said City, furnishing all labor and materials therefor according to said Contract Documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **SELLER** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **SELLER'S** actions or omissions in performance of this agreement. The **SELLER** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **SELLER** agrees to maintain Workers' 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 **SELLER** fail to maintain such insurance during the entire term hereof, the **SELLER** shall indemnify, defend and hold the **CITY** harmless against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **SELLER** 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 **SELLER** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CITY** shall pay to the **SELLER** for the work, services and materials herein provided to be done and furnished by it, the sum of Ninety One Thousand Seven Hundred Sixty Dollars and no/100's (**\$91,760.00**), as hereinafter provided. Partial payment shall be made on the third 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.

The **CITY** and the **SELLER** recognize that time is of the essence and failure of the **SELLER** 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 **SELLER** shall fail to complete the work by the Final Completion Time submitted in **Section 00310 - Bid Schedule**, the **SELLER** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of **\$150.00** per calendar day, which sums shall not be construed as a penalty.

SELLER shall submit applications for payment in accordance with the General Conditions.

BUYER shall make progress payments on account of the Contract Price on the basis of **SELLER's** applications for Payment as recommended by **ENGINEER**, as provided below and in the General Conditions:

<u>Event</u>	<u>Percentage of Payment at each Event</u>
Approval of Shop Drawings	10
Approval of Preliminary O&M Manuals	10
Delivery of Goods	50
Approval of Final O&M Manuals	10
Delivery of Final O&M Manuals	10
Performance of Manufacturer's Field Services for each unit	5
Satisfactory Completion and Performance Testing	5

The **SELLER** further agrees: In consideration of securing the business of manufacturing the work to be supplied 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 thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Seller is liable.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials, the **SELLER** shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

THIS AGREEMENT, 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, the City Clerk has affixed the seal of said city hereto, and the **SELLER** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

**SELLER:
Western States Equipment Company**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Susan K. Weathers, City Clerk

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of October, 2006, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2006, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Western States Equipment**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: September 21, 2006
FROM: David E. Shults, Capital Program Manager **Des**
SUBJECT: Award of Bid for Purchase of Wastewater Plant Polymer Equipment

=====

DECISION POINT:

Council approval is requested to enter into agreement with Siemans Water Technologies for supply of wastewater treatment plant polymer mixing and feed equipment, for the total low bid cost of \$205,620. The approval would be contingent on receipt by the City of satisfactory bonds and insurances.

HISTORY:

The polymer equipment that is used for processing of wastewater solids at the treatment plant is malfunctioning, undersized, and outdated. HDR Engineering assisted with design and specifications for procuring the equipment. The City Council authorized advertisements to receive bids for purchase of the polymer equipment. One bid was received. City staff and HDR Engineering reviewed the bid and determined that Siemans' bid is the lowest responsive, responsible bid, and should be awarded the work. The cost is slightly more than the engineer's cost estimate of \$200,000.

FINANCIAL ANALYSIS:

Siemans bid for equipment	\$205,620
Engineer's estimate for installation	40,000
Engineering design	<u>20,300</u>
Subtotal	\$265,620
5% Contingency	13,281
Total	\$278,901

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

DISCUSSION:

Procurement of the polymer equipment will allow the wastewater plant to process biosolids as necessary. The purchase is funded through the wastewater utility's equipment replacement program, which is funded from a dedicated fund for such purpose.

DECISION POINT/RECOMMENDATION:

Council approval is requested to enter into agreement with Siemans Water Technologies for supply of wastewater treatment plant polymer mixing and feed equipment, for the total low bid cost of \$205,620. The approval would be contingent on receipt by the City of satisfactory bonds and insurances.

des1191

SECTION 00500

AGREEMENT

THIS AGREEMENT, made and entered into this **3rd day of October, 2006**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**", and **SIEMANS WATER TECHNOLOGIES**, a corporation duly organized and existing under and by virtue of the laws of the state of Massachusetts, with its principal place of business at Bradley, Illinois, hereinafter referred to as "**SELLER**",

W I T N E S S E T H:

THAT, WHEREAS, the said **SELLER** has been awarded the contract for: **Polymer System Upgrade Prepurchase**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Polymer System Upgrade Prepurchase**" and 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 **SELLER** shall make improvements in said City, furnishing all labor and materials therefor according to said Contract Documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **SELLER** shall employ appropriate means to prevent accidents and shall save the city harmless from all claims for injury to person or property resulting from the **SELLER'S** actions or omissions in performance of this agreement. The **SELLER** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **SELLER** agrees to maintain Workers' 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 **SELLER** fail to maintain such insurance during the entire term hereof, the **SELLER** shall indemnify, defend and hold the **CITY** harmless against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **SELLER** 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 **SELLER** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CITY** shall pay to the **SELLER** for the work, services and materials herein provided to be done and furnished by it, the sum of Two Hundred Five Thousand Six Hundred Twenty Dollars and no/100's **\$205,620.00**, as hereinafter provided. Partial payment shall be made on the third 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.

The **CITY** and the **SELLER** recognize that time is of the essence and failure of the **SELLER** 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 **SELLER** shall fail to complete the work by the Final Completion Time submitted in **Section 00310 - Bid Schedule**, the **SELLER** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of **\$150.00** per calendar day, which sums shall not be construed as a penalty.

SELLER shall submit applications for payment in accordance with the General Conditions.

BUYER shall make progress payments on account of the Contract Price on the basis of **SELLER's** applications for Payment as recommended by **ENGINEER**, as provided below and in the General Conditions:

<u>Event</u>	<u>Percentage of Payment at each Event</u>
Approval of Shop Drawings	10
Approval of Preliminary O&M Manuals	10
Delivery of Goods	50
Approval of Final O&M Manuals	10
Delivery of Final O&M Manuals	10
Performance of Manufacturer's Field Services for each unit	5
Satisfactory Completion and Performance Testing	5

The **SELLER** further agrees: In consideration of securing the business of manufacturing the work to be supplied 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 thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Seller is liable.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials, the **SELLER** shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The terms "Project Manual" and "Contract Documents" are defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

THIS AGREEMENT, 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, the City Clerk has affixed the seal of said city hereto, and the **SELLER** has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

**SELLER:
Siemens Water Technologies**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Susan K. Weathers, City Clerk

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 3rd day of October, 2006, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2006, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Siemans Water Technologies**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: September 21, 2006
From: Kenny Gabriel, Fire Chief
Re: Bid Specifications

DECISION POINT: Should Mayor and Council allow the Fire Department to go to bid on the new training facility and remodel of Fire Station #2?


HISTORY: The Fire and Police Department's have long needed to build a training to enhance the skills of our public safety personnel. Also, the Fire Department has identified a need to expand and remodel all facilities, starting with Fire Station #2. We recently passed a public safety bond to raise funds to build a public safety training facility and upgrade all existing facilities. The remodel to station #2 and the training facility are phase one of this three phase project.

FINANCIAL ANALYSIS: All funds are available through a voter approved Public Safety Bond.

PERFORMANCE ANALYSIS: Better trained personnel will make these dangerous jobs safer. This will in turn make those we serve safer. Also, the improvements to station #2 are vital to our operation. We will incorporate a training room and expand the station that was designed for a maximum of three personnel. We will have a minimum of five personnel housed there twenty four hours a day.

DECISION POINT/RECOMMENDATION: Have Mayor and Council allow the Fire Department to go to bid on the new training facility and remodel of Fire Station #2.

**CITY COUNCIL
STAFF REPORT**

DATE: October 3, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Royal Crown Condominiums, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of the Royal Crown Condominiums, a three building, five (5) unit residential condominium development.

HISTORY

Applicant: Bill C. Thompson
4422 Crown Avenue
Coeur d'Alene, ID 83815

Location: Between Bourbon Drive and Crown Avenue, north of Kathleen Avenue.

Previous Action:

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

FINANCIAL ANALYSIS

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

PERFORMANCE ANALYSIS

The subject property is occupied by the five (5) newly constructed residential units in three separate buildings. All site development issues were previously addressed with the building permits when the buildings were constructed.

QUALITY OF LIFE ANALYSIS

The final plat approval will allow the developer to proceed with the sale of individual units.

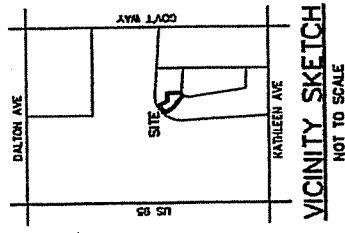
DECISION POINT RECOMMENDATION

1. Approve the final plat of the Royal Crown Condominiums.

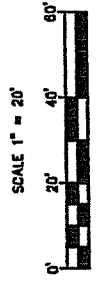
ROYAL CROWN CONDOMINIUMS

SE 1/4 OF SEC. 35, T 51N, R 4W, BM
CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST # _____



CHORD	DELTA	RADIUS	LENGTH	BEARING
C1	40°52'34"	70.00'	49.95'	N89°53'10"W
C2	30°31'16"	70.00'	50.00'	N16°00'34"W
C3	15°36'01"	218.65'	118.67'	N89°53'10"W
C4	25°13'63"	70.00'	116.71'	N16°00'34"W
C5	33°12'15"	70.00'	116.71'	N89°53'10"W
C6	12°28'33"	218.65'	118.67'	N16°00'34"W
C7	18°22'44"	218.65'	118.67'	N89°53'10"W
L1	N28°41'06"W	24.25'	L31	N89°53'10"E
L2	N05°08'38"W	5.76'	L32	N16°00'34"W
L3	S84°51'24"W	15.36'	L33	S89°53'10"W
L4	S05°08'38"E	2.00'	L34	N09°49'50"W
L5	S84°51'24"W	14.78'	L35	S80°10'10"W
L6	N05°08'38"W	24.28'	L36	N09°49'50"W
L7	N64°51'24"E	14.00'	L37	S09°49'50"E
L8	N05°08'38"W	12.00'	L38	S09°49'50"E
L9	N64°51'24"E	16.14'	L39	S80°10'10"W
L10	N05°08'38"W	30.37'	L40	S09°49'50"E
L11	S78°47'40"W	81.26'	L41	N80°10'10"E
L12	S12°57'46"E	10.14'	L42	N16°00'34"W
L13	S73°39'53"W	10.72'	L43	S74°30'28"W
L14	N28°09'46"W	11.92'	L44	S15°28'32"E
L15	S78°47'40"W	4.14'	L45	S74°30'28"W
L16	S78°47'40"W	40.66'	L46	S15°28'32"E
L17	N84°51'24"E	16.14'	L47	S15°28'32"E
L18	S09°08'38"E	12.00'	L48	S15°28'32"E
L19	S09°08'38"E	14.00'	L49	S60°48'48"W
L20	S09°08'38"E	24.28'	L50	N15°28'32"W
L21	S84°51'24"W	14.78'	L51	S74°28'33"W
L22	N05°08'38"W	2.00'	L52	N16°14'57"W
L23	S84°51'24"W	15.36'	L53	S73°58'37"W
L24	S78°47'40"W	91.92'	L54	N15°28'33"W
L25	N72°57'46"E	4.86'	L55	N74°30'28"E
L26	N72°57'46"E	4.84'	L56	S15°28'32"E
L27	N10°10'10"E	20.81'	L57	N74°30'28"E
L28	N80°10'10"E	8.02'	L58	N15°28'32"W
L29	N15°28'32"W	17.91'	L59	S16°00'34"E
L30	N74°30'28"E	6.83'	L60	S16°00'34"E
			L61	N15°28'32"W
			L62	S74°30'28"W
			L63	N15°28'32"W
			L64	S74°30'28"W
			L65	S15°28'32"E
			L66	S74°30'28"W
			L67	S18°28'32"E
			L68	N10°12'57"W
			L69	S16°59'48"E
			L70	N89°55'27"E
			L71	S12°57'46"E



BASE OF BEARING
GRID NORTH
SEE GEODETIC CONTROL NOTE
EQUIPMENT USED
RTK GPS
3" TOTAL STATION
BASIS OF ELEVATIONS
NAD83
SEE GEODETIC CONTROL NOTE

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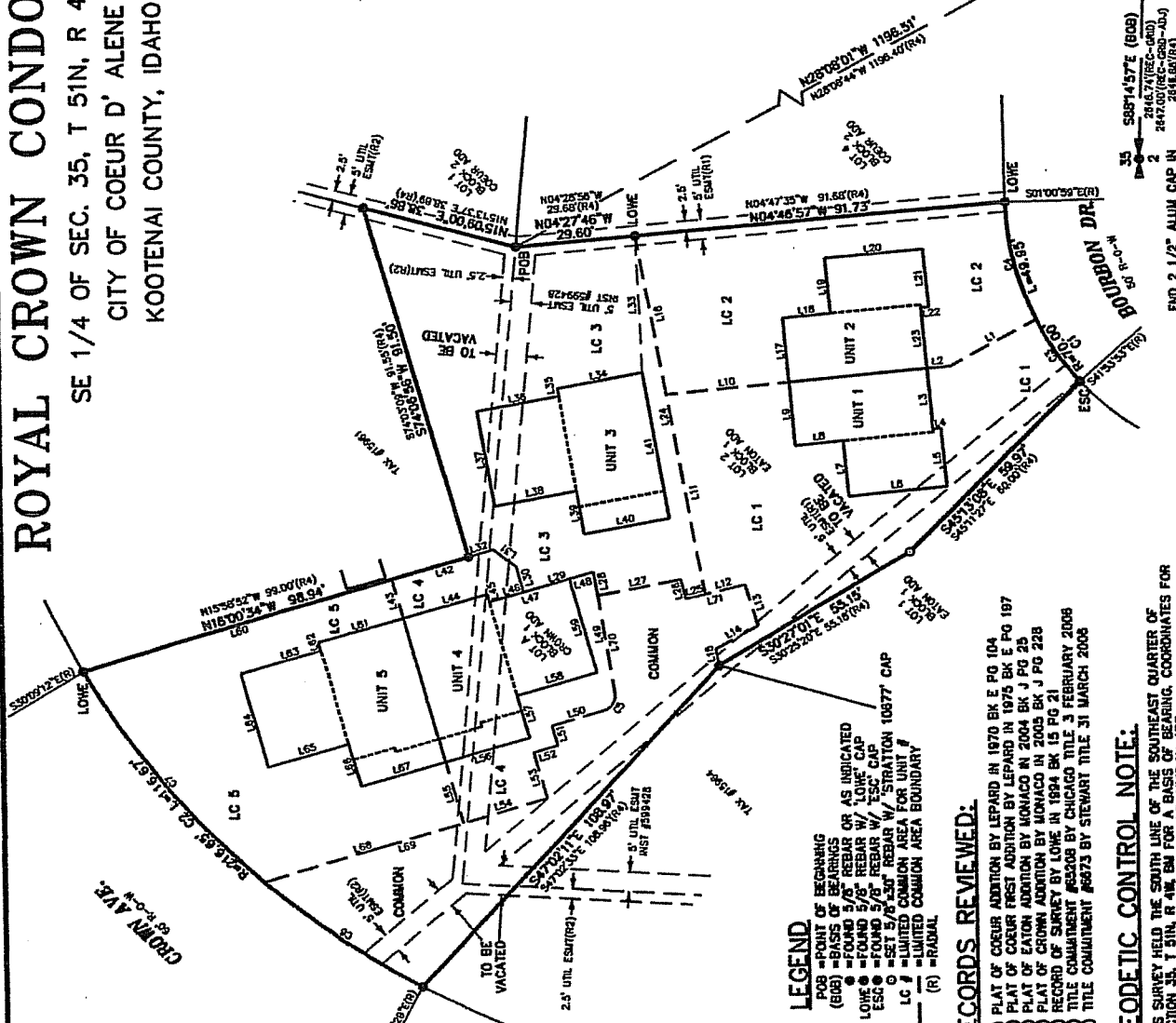
3710 PULLING
DATE: 4/27/08
DRAWN BY: RLS
JOB # 3710

SURVEY FOR

THOMPSON

1/A1/4	SEC	T.	R.
	35	51N	4W

INDEX



LEGEND
 POB - POINT OF BEGINNING
 (BOB) - BOUNDARY OF BOUNDARY
 (R) - RADIAL
 LOU - FOUND 5/8" REBAR OR AS INDICATED
 ESC - FOUND 5/8" REBAR W/ 'ESC' CAP
 LC 1 - LIMITED COMMON AREA FOR UNIT #1
 LC 2 - LIMITED COMMON AREA BOUNDARY
 (R) - RADIAL

RECORDS REVIEWED:
 (R1) PLAT OF COEUR ADDITION BY LEPPARD IN 1970 BK E PG 104
 (R2) PLAT OF COEUR FIRST ADDITION BY LEPPARD IN 1975 BK E PG 187
 (R3) PLAT OF EATON ADDITION BY LOMALCO IN 2004 BK J PG 25
 (R4) PLAT OF CHURCH ADDITION BY LOMALCO IN 2003 BK J PG 228
 (R5) RECORD OF SURVEY BY LOWE IN 1994 BK 15 PG 21
 (R6) TITLE COMMITMENT #6208 BY CHICAGO TITLE 3 FEBRUARY 2008
 (R7) TITLE COMMITMENT #6673 BY STEWART TITLE 31 MARCH 2008

GEODETIC CONTROL NOTE:
 THIS SURVEY HELD THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 35, T 51N, R 4W, BM FOR A BASIS OF BEARING. COORDINATES FOR THE SOUTH QUARTER CORNER OF SAID SECTION ARE:
 N 207876.48 E 2368622.15
 COORDINATES FOR THE SOUTHEAST CORNER OF SAID SECTION ARE:
 N 207876.48 E 2368622.15
 THESE COORDINATES WERE OBTAINED FROM THE KOOTENAI COUNTY SURVEYOR'S WEBSITE AND ARE USPEC IN THE NAD83(92) IDAHO, WEST ZONE COORDINATE SYSTEM. THE BEARING BETWEEN THESE COORDINATES, SOUTH 89° 14' 57" EAST, WAS HELD FOR A BASIS OF BEARINGS.
 THE SOUTH QUARTER CORNER WAS HELD FOR A BASIS OF ELEVATIONS. THE COMBINED SCALE FACTOR FROM GROUND TO GRID IS 0.99990714. THE CONVERGENCE ANGLE AT THE SOUTHEAST CORNER IS -0.46 01". GRID COORDINATES AT THE POINT OF BEGINNING ARE:
 N 207876.48 E 2368622.15
 ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES

FIG. 2 1/2" ALUM. CAP IN CASE PER C/P #1483548
 FIG. 3 3" ID. ZINC CAP IN CASE NO C/P FOUND FOR CURRENT MON.
 2847.00 (M)

ROYAL CROWN CONDOMINIUMS

SE 1/4 OF SEC. 35, T 51N, R 4W, BM
CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST # _____

CONDOMINIUM NOTES:

- AS PER TITLE 45 CHAPTER 15 SECTION 55-1509 OF THE IDAHO STATUTES, THE PHYSICAL BOUNDARIES OF THE UNIT ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS AND DOORS THEREOF, AND THE UNIT INCLUDES BOTH THE PORTIONS OF THE BUILDING SO DESCRIBED AND THE AIRSPACE SO ENCOMPASSED.
- AS PER TITLE 45 CHAPTER 15 SECTION 55-1509 OF THE IDAHO STATUTES, IN INTERPRETING THIS PLAN, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR IMPLIED THEREON, REGARDLESS OF SETTING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES AS SHOWN ON THIS PLAN AND THE ACTUAL BOUNDARIES OF THE UNITS OF THE BUILDING.
- THIS CONDOMINIUM PLAN IS SUBJECT TO THE DECLARATION RECORDED UNDER INST # _____ IN KOOTENAI COUNTY.
- KOOTENAI COUNTY INST #592814 GRANTS A BLANKET EASEMENT TO GTE ACROSS THIS PROPERTY.

OWNERS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS THAT BILL C. AND ALLENE M. THOMPSON HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE LAND DESCRIBED AS:

LOT 2, BLOCK 1 OF THE PLAT OF EATON ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK J OF PLATS AT PAGE 25 AND LOT A, BLOCK 1 OF THE PLAT OF CROWN ADDITION AS ON RECORD WITH KOOTENAI COUNTY IN BOOK J OF PLATS AT PAGE 226, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO; BEING GENERALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE SOUTH 88° 14' 57" EAST 2647.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 28° 08' 01" WEST 1196.51 FEET TO A POINT ON THE BOUNDARY OF SAID LOT A, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE ALONG THE BOUNDARY OF SAID LOT A THE FOLLOWING COURSES: NORTH 15° 03' 00" EAST 39.84 FEET, THENCE SOUTH 74° 08' 56" WEST 91.50 FEET, THENCE NORTH 16° 00' 34" WEST 94.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS SOUTH 30° 09' 12" EAST 216.89 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 118.67 FEET, THENCE SOUTH 47° 02' 11" EAST 103.87 FEET TO A CORNER COMMON TO SAID LOT 1 AND SAID LOT 2; THENCE ALONG THE BOUNDARY OF SAID LOT 2 THE FOLLOWING COURSES: SOUTH 30° 27' 01" EAST 94.15 FEET, THENCE SOUTH 45° 15' 08" EAST 58.97 FEET TO A POINT ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 41° 53' 53" EAST 70.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE 49.85 FEET, THENCE NORTH 4° 46' 57" WEST 91.73 FEET TO A CORNER COMMON TO SAID LOT A AND LOT 2; THENCE NORTH 4° 27' 46" WEST ALONG THE BOUNDARY OF SAID LOT A 29.60 FEET TO THE SAID TRUE POINT OF BEGINNING;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.

DOMESTIC WATER AND SEWER TO BE PROVIDED BY THE CITY OF COEUR D' ALENE.

WE HAVE CAUSED SAID LAND TO BE LAID OUT AND EMBRACED WITHIN THE PLAT TO BE KNOWN AS 'ROYAL CROWN CONDOMINIUMS', SIGNED THIS _____ DAY OF _____, 2006.

BILL C. THOMPSON _____ ALLENE M. THOMPSON _____

ACKNOWLEDGMENT:

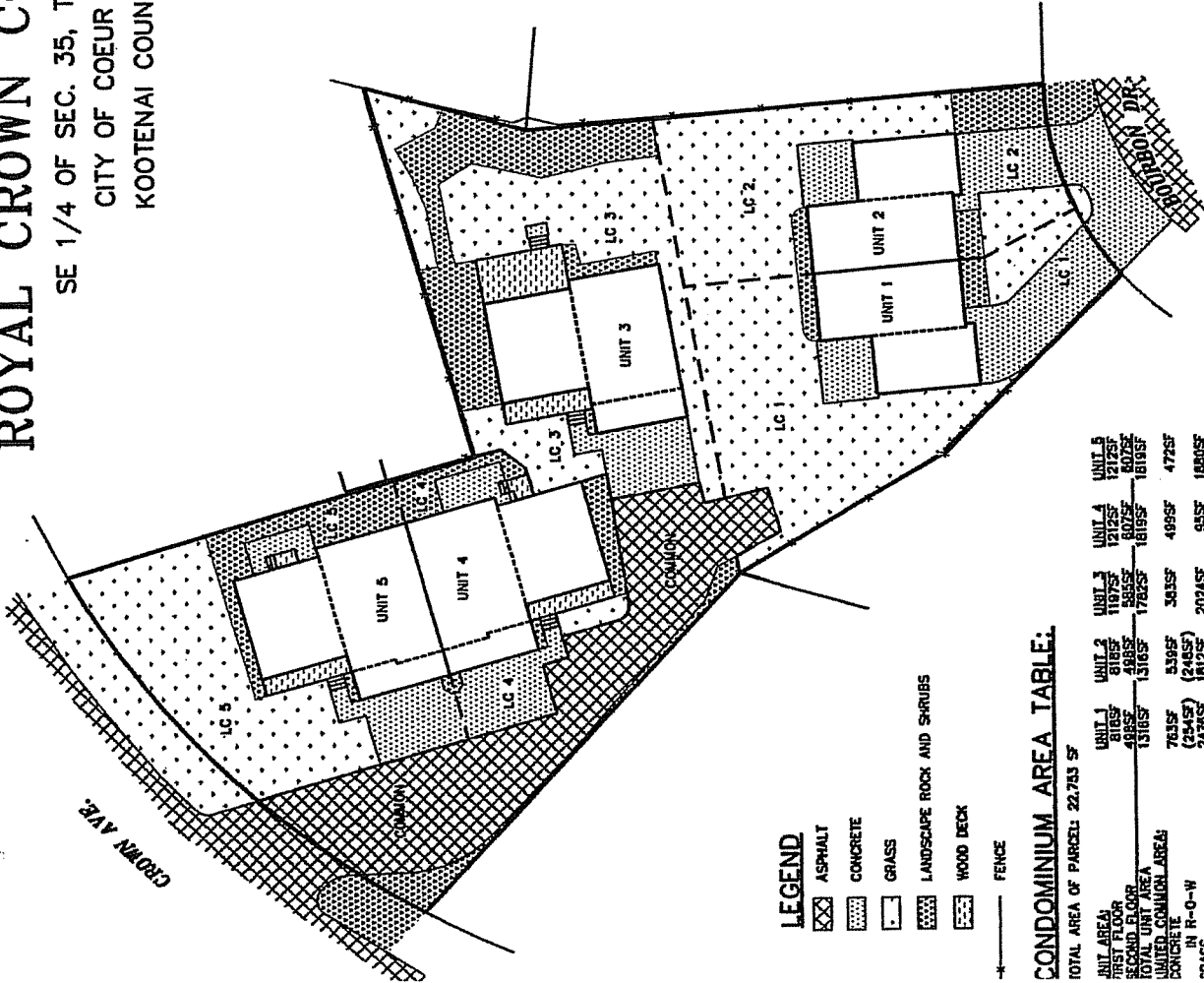
STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2006, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BILL C. AND ALLENE M. THOMPSON, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____



CONDOMINIUM AREA TABLE:

UNIT AREA	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5
FIRST FLOOR	816SF	816SF	1197SF	1212SF	1217SF
SECOND FLOOR	489SF	489SF	585SF	607SF	607SF
TOTAL UNIT AREA	1305SF	1305SF	1782SF	1819SF	1824SF
UNLTD COMMON AREA:					
CONCRETE	763SF	539SF	383SF	499SF	472SF
GRASS	(254SF)	(245SF)	2024SF	98SF	1880SF
LANDSCAPE (ROCK & PLANTS)	(139SF)	(215SF)	1233SF	316SF	(776SF)
IN R-O-W	124SF	340SF	1233SF	316SF	483SF
WOOD DECK	(115SF)	(115SF)	345SF	124SF	116SF
TOTAL UNLTD COMMON AREA	3563SF	2691SF	3822SF	1039SF	2953SF
TOTAL COMMON AREA					
ASPHALT	277ASF				
IN R-O-W	(134SF)				
LANDSCAPE	(207SF)				
IN R-O-W	(244SF)				
EXTERIOR BUILDING WALLS	(449SF)				
TOTAL COMMON AREA	3467SF				

NOTE: TOTAL UNLTD COMMON AREA AND COMMON AREA DOES NOT INCLUDE PORTION IN R-O-W

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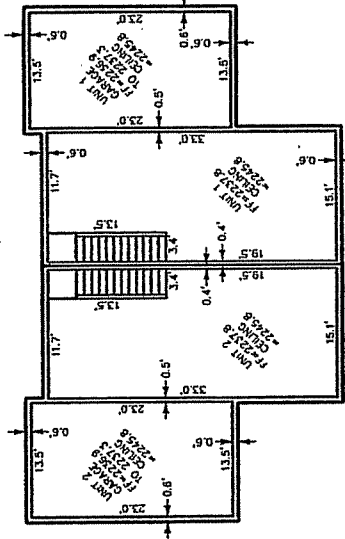
3710PL1.DWG
DATE: 4/27/06
DRAWN BY: RLS
SHT. 2 OF 3
JOB # 3710

ROYAL CROWN CONDOMINIUMS

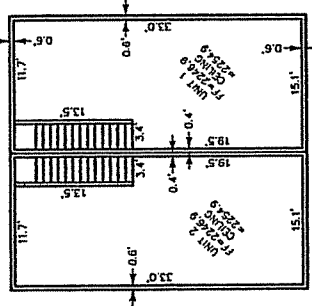
SE 1/4 OF SEC. 35, T 51N, R 4W, BM

CITY OF COEUR D' ALENE
KOOTENAI COUNTY, IDAHO

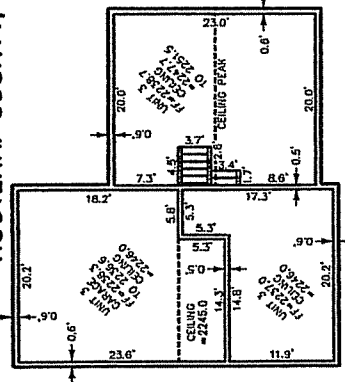
BOOK _____ PAGE _____
INST # _____



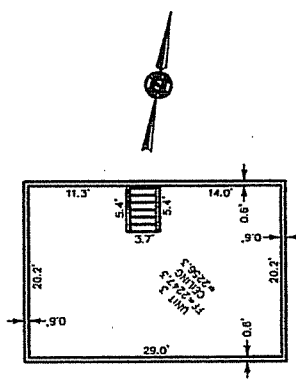
UNIT 1/2 FIRST FLOOR



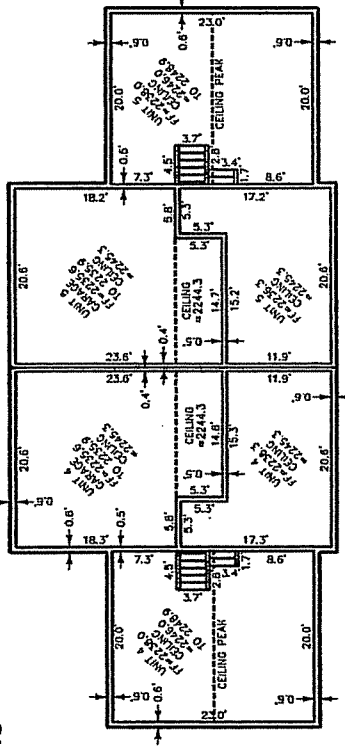
UNIT 1/2 SECOND FLOOR



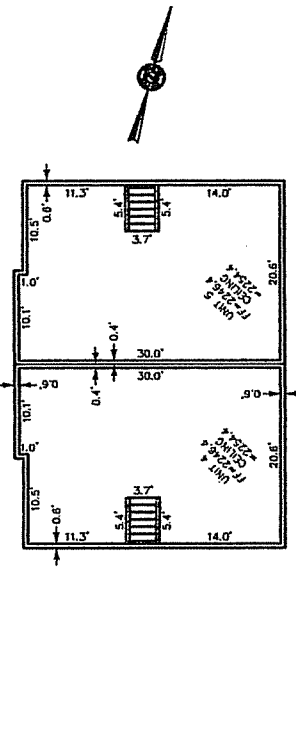
UNIT 3 FIRST FLOOR



UNIT 3 SECOND FLOOR



UNIT 4/5 FIRST FLOOR



UNIT 4/5 SECOND FLOOR

CITY ENGINEER APPROVAL:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAN AND APPROVE THE SAME FOR FILING ON THIS _____ DAY OF _____ 2006.

ENGINEER, CITY OF COEUR D' ALENE

COUNTY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED WITHIN THE OWNER'S CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____ 200 _____ AS OF THIS DAY OF _____ 2006.

KOOTENAI COUNTY TREASURER

CITY COUNCIL APPROVAL:

I HEREBY CERTIFY THAT THIS PLAN MEETS THE REQUIREMENTS OF THE CITY OF COEUR D' ALENE SUBDIVISION ORDINANCE AND THE CONDITIONS IMPOSED BY THIS COUNCIL, AND IS HEREBY ACCEPTED AND APPROVED FOR FILING ON THIS _____ DAY OF _____ 2006.

MAYOR, CITY OF COEUR D' ALENE

COUNTY RECORDER'S CERTIFICATE:

THIS MAP WAS FILED IN THE OFFICE OF THE KOOTENAI COUNTY RECORDER AT THE REQUEST OF ROBERT L. STRATTON ON THIS _____ DAY OF _____ 2006 AT _____ O'CLOCK _____ AS INSTRUMENT NUMBER _____ AND DULY RECORDED IN BOOK _____ PAGES _____ OF PLATE _____.

KOOTENAI COUNTY RECORDER

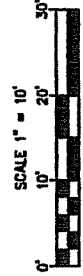
HEALTH DISTRICT APPROVAL:

A SANITARY RESTRICTION, ACCORDING TO IDAHO CODE 50-1326 THROUGH 50-1328, IS IMPOSED UPON THIS PLAN. NO BUILDINGS, DWELLINGS OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED. THIS PLAN IS APPROVED THIS _____ DAY OF _____ 2006.

PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTION SATISFIED AND LIFTED THIS _____ DAY OF _____ 2006.

PANHANDLE HEALTH DISTRICT 1



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3710PL1.DWG
DATE: 4/28/06
SHT. 3 OF 3
JOB # 3710

SURVEY FOR
THOMPSON

SURVEYOR'S CERTIFICATE:

I, ROBERT L. STRATTON, PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PLAN OF ROYAL CROWN CONDOMINIUMS MADE UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. SIGNED THIS _____ DAY OF _____ 2006.

ROBERT L. STRATTON, PLS # 10617

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAN AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET. SIGNED THIS _____ DAY OF _____ 2006.

KOOTENAI COUNTY SURVEYOR

ANNOUNCEMENTS

Memo to Council

DATE: September 27, 2006

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the October 3, 2006 Council Meeting:

MICHAEL COOPER Urban Forestry Committee (Student Rep)

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
 Karen Haskeew, Urban Forestry Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, September 25, 2006
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Kathy Lewis, Deputy City Clerk
Susan Weathers, Municipal Services Director/City Clerk
Steve Childers, Patrol Captain
Jim Washko, Deputy Fire Chief
Jon Ingalls, Deputy City Administrator
Warren Wilson, Chief Civil Deputy City Attorney

**Item 1. Policy Amendment / Sidewalk Food and Beverage Service Areas.
(Resolution No. 06-062)**

Jon Ingalls requested approval to amend the Food and Beverage Service Areas on Public Sidewalks Policy. Jon reminded the Council that last Spring they adopted this policy which would require permit holders who serve alcohol along with food, to core the sidewalk and install posts starting with the 2007 season. Jon noted that after a site review of the first post installation, it was determined by those present, which included Kathy Lewis, Warren Wilson, the Downtown Association and himself, that several housekeeping changes are needed to the policy. The six foot (6') maximum spacing of the posts should be changed to a maximum of ten feet (10') spacing. Additionally, the current policy states that the posts must be three feet (3') tall. The group agreed that the policy should be a "minimum of" three feet (3') tall, to accommodate a slightly taller post.

Councilman Hassel voiced concern with the 10' requirement as the rope, etc. can droop allowing chairs to push out past the stanchions. Discussion ensued.

The Committee recommended changing the 3' requirement to read "a minimum of 36" tall and no higher than 42". And also include a requirement that reads "If the top barrier is higher than 36", a second barrier must be installed midpoint between the top barrier and the sidewalk.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-062 approving an amendment to the Sidewalk Food and Beverage Service Areas Policy to include the Committee's recommended changes.

**Item 2. Policy Amendment / copyright Requirements for CDATV.
(Resolution No. 06-062)**

Susan Weathers requested approval to amend the CDATV Policy and Procedures regarding copyright authorization. Susan reminded the Council that they adopted the policy in January 2006. Since that time, the Legal Department has reviewed the copyright requirements and has determined that the Policy should be amended to include the following statement to strengthen Section C,4 dealing with copyright laws and regulations.

Programs containing copyrighted materials will not be broadcast without proper copyright authorization. It shall be the responsibility of each contributing entity to obtain all necessary copyright clearance and provide the same to the City. Additionally, each contributing entity shall sign a Hold Harmless and Indemnification agreement in a form approved by the City's Legal Department.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-062 approving an amendment to the CDATV Operational Policy and Procedures dealing with copyrights laws and regulations as presented.

**Item 3. Police Uniforms / Request for Change in Color.
(Agenda Item)**

Steve Childers is requesting authorization to purchase new uniforms for all sworn Coeur d' Alene Police Officers. Steve explained that the Police Department is in need of replacing the current French blue uniform. This color has become increasingly difficult to acquire, especially in the pants. The PD is experiencing, as well as being told, that receipt dates can take up to six months, once the order is placed. The current uniform, although very high in quality, can also be costly. The PD is finding the same quality uniform, only in a solid dark blue color, can cost approximately fifty to sixty dollars less than our current uniform. Staff is also looking at an optional utility style uniform. Although still professional in appearance, the utility design would afford the officer a little more comfort.

Steve added that the proposal is for every full-time officer to be issued one traditional uniform consisting of one pant, one short-sleeved shirt and one long-sleeved shirt. The officers assigned to patrol would be issued two additional uniforms of their choice, either traditional or utility. They would also propose that the volunteer Reserve officers be issued the same uniform. The funding for this purchase has been added to the 2006-2007 Police budget to allow for the uniform transition. With the desire to procure the best possible price, bids were requested. Steve noted that they received bids from Galls (catalog company); Stanford Police Supply in Missoula, Montana; and Blumenthal's located in Spokane, Washington. Blumenthal's provided the lowest bid.

MOTION: THE COMMITTEE is recommending that the City Council authorize the Police Department to purchase new uniforms as requested.

**Item 4. Bid Specifications
(Consent Calendar)**

Jim Washko is requesting to go to bid on the new training facility and remodel of Fire Station #2. Jim reported that the Fire and Police Department's have long needed to build a training facility to enhance the skills of the public safety personnel. The Fire Department has identified a need to expand and remodel all facilities, starting with Fire Station #2. Jim noted that the City recently passed a public safety bond to raise funds to build a public safety training facility and upgrade all existing facilities. The remodel to station #2 and the training facility are phase one of the three phase project.

MOTION: THE COMMITTEE is recommending that the City Council approve the Fire Department's request to solicit bids for the training facility and remodel of Fire Station #2.

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary

GENERAL SERVICES COMMITTEE

DATE: September 19, 2006
FROM: Steve Childers, Patrol Captain
SUBJECT: Change in Police Department Uniform

Decision Point:

Authorization to purchase new uniforms for all sworn Coeur d'Alene Police Officers. The new uniforms would be dark blue in color and would replace our current French blue uniform.

History:

The Coeur d'Alene Police Department is in need of replacing the current police uniform. Our standard uniform is French blue in color with navy accents. This color has become increasingly difficult to acquire, especially in the pants. We are now experiencing, as well as being told, that receipt dates can take up to six months, once the order is placed. Our current uniform, although very high in quality, can also be costly. We are finding the same quality uniform, only in a solid dark blue color, can cost approximately fifty to sixty dollars less than our current uniform. We are also looking at an optional utility style uniform. Although still professional in appearance, the utility design would afford the officer a little more comfort.

The proposal is for every full-time officer to be issued one traditional uniform consisting of one pant, one short-sleeved shirt and one long-sleeved shirt. The officers assigned to patrol would be issued two additional uniforms of their choice, either traditional or utility. We would also propose that our volunteer Reserve officers be issued the same uniform.

Financial Analysis:

The funding for this purchase has been added to the 2006-2007 Police Budget to allow for the uniform transition. With the desire to procure the best possible price, bids were requested. We received bids from Galls (catalog company); Stanford Police Supply in Missoula, Montana; and Blumenthal's located in Spokane, Washington. Blumenthal's provided the lowest bid.

Performance Analysis:

The police uniform is both traditional and customary in the law enforcement profession. It symbolizes public safety in its purest form, not to mention the ethical and moral character of those who proudly wear it. In today's changing society and the complexity of the new age of law enforcement, it is important for our officers to stand out as the police and do so with flexibility and comfort. The addition of a utility style uniform will do this and still allow the officers to represent the Department in a professional manner.

Quality of Life Analysis:

Due to the cost and difficulty in obtaining our current uniform, it makes sense to transition to a new uniform. The proposed uniform is a standard color, dark blue, which has represented law enforcement for many years.

Decision Point:

We would ask for authorization to purchase new uniforms from Blumenthal's for the sworn personnel of the Coeur d'Alene Police Department.

Steve Childers
Captain

September 25, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

None

STAFF PRESENT

Mike Gridley, City Attorney
Sid Fredrickson, WW Supt.
Amy Ferguson, Committee Liaison
Dave Shults, Capital Program Mgr.
Jim Markley, Water Supt.

Item 1 Purchase of Armstrong Park Water System

Michael Gridley, City Attorney, presented a request for approval of the City's purchase of the Armstrong Park Water System business from Gary Low, and approval of an agreement transferring the Armstrong Park Homeowners Association interest in the Armstrong Park Water System to the City of Coeur d'Alene. Mr. Gridley answered questions regarding the purchase price and specific contract language. He confirmed that the residents of Armstrong Park, and any new hookups to the system, would pay a monthly surcharge of \$25.85 for up to 20 years or until \$425,892.00 is collected. This surcharge would be in addition to the residents' normal water usage charges. Mr. Gridley stated that the members of the homeowners association have unanimously agreed to pay the monthly surcharge. He further explained that the Armstrong Park Homeowners Association will be releasing their interest in any claims against Mr. Low or the City of Coeur d'Alene that were incurred prior to the date of the agreement. Councilman Reid requested that Mr. Gridley add clarifying language regarding the surcharge to Section 4.8 of the agreement with the homeowners association

MOTION: RECOMMEND Council approval of RESOLUTION NO. 06-063 authorizing an agreement for the purchase of the Armstrong Park Water System business from Gary Low and an agreement transferring the Armstrong Park Homeowners Association interest in the Armstrong Park Water System to the City of Coeur d'Alene.

Item 2 Acceptance of Bid for Wastewater Generators
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval to enter into an agreement with Western States Equipment for the supply of two wastewater treatment plant emergency generators and associated equipment, for the total low bid cost of \$91,760, contingent upon receipt by the City of satisfactory bonds and insurances. Mr. Shults' staff report stated that procurement of the generators would allow for the wastewater plant to function if and when power is not available from the electric utility. The purchase is funded through the wastewater utility's equipment replacement program, which is funded from a dedicated fund for such purpose.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 06-062 authorizing the City of Coeur d'Alene to enter into an agreement with Western States Equipment for supply of two wastewater treatment plant emergency generators and

associated equipment, for the total low bid cost of \$91,760, contingent upon the receipt by the City of satisfactory bonds and insurances.

Item 3 Acceptance of Bid for Wastewater Polymer Equipment

Dave Shults, Capital Program Manager, presented a request for approval to enter into an agreement with Siemans Water Technologies for supply of wastewater treatment plant polymer mixing and feed equipment, for the total low bid cost of \$205,620, contingent upon receipt by the City of satisfactory bonds and insurances. Mr. Shults' staff report stated that procurement of the polymer equipment will allow the wastewater plan to process biosolids as necessary. The purchase is funded through the wastewater utility's equipment replacement program, which is funded from a dedicated fund for such purpose.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 06-062 authorizing the City of Coeur d'Alene to enter into an agreement with Siemans Water Technologies for supply of wastewater treatment plant polymer mixing and feed equipment, for the total low bid cost of \$205,620, contingent upon the receipt by the City of satisfactory bonds and insurances.

The meeting adjourned at 4:20 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

STAFF REPORT

DATE: September 21, 2006
TO: Public Works Committee
FROM: Mike Gridley, City Attorney
SUBJECT: Armstrong Park Water System purchase

DECISION POINT: Whether the City should purchase the Armstrong Park Water System business from Gary Low and also accept a transfer of the Armstrong Park Homeowners Association (APHO) interest in the Armstrong Park Water System.

HISTORY: The Armstrong Park Water System (APWS) is a private water system serving the Armstrong Park subdivision in Coeur d'Alene. Council directed staff to negotiate agreements to accomplish the purchase and transfer of the APWS. Staff has negotiated an agreement to purchase the APWS business from Gary Low for \$75,000. Staff also negotiated an agreement with the APHO to acquire their interest in the system. In addition, the residents of Armstrong Park, and any new hookups added to the system, will pay a monthly surcharge of \$25.85 for up to 20 years or until \$452,892.00 is collected, whichever comes first. The money will be used for repairs and improvements to the system.

FINANCIAL ANALYSIS: The City will receive a surcharge that should pay for all necessary repairs and improvements. The members of APHO has unanimously agreed to pay the monthly surcharge.

PERFORMANCE ANALYSIS: The City will be able to provide consistent, reliable service to the residents of Armstrong Park.

DECISION POINT/RECOMMENDATION: Staff supports Council approval of the purchase and transfer of the APWS.

RESOLUTION NO. 06-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT TO PURCHASE THE ARMSTRONG PARK WATER SYSTEM BUSINESS FROM DEVELOPMENT CONCEPTS, INC, AND AUTHORIZING AN AGREEMENT WITH THE ARMSTRONG PARK HOMEOWNERS ASSOCIATION TO ACQUIRE THEIR INTEREST IN THE WATER SYSTEM.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement to Purchase the Armstrong Park Water System and also to enter into an Agreement to acquire the portion of the water system owned by the Armstrong Park Homeowners Association pursuant to terms and conditions set forth in the agreements, which are attached hereto as Exhibits "1& 2" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Agreements to Purchase the Armstrong Park Water System and to Transfer the Interest of the Armstrong Park Homeowners in the System to the City, in substantially the forms attached hereto as Exhibits "1& 2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 3rd day of October, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AGREEMENT FOR SALE OF ARMSTRONG PARK WATER COMPANY OF
DEVELOPMENT CONCEPTS, INC.

This Agreement made in Coeur d'Alene, Idaho, on the date executed below, between Development Concepts, Inc., an Idaho corporation, Gary Low and Margaret Low, husband and wife, and Gary Low Investments, Inc., a California corporation, hereinafter collectively referred to as "DCI," and the City of Coeur d'Alene, a municipal corporation, hereinafter referred to as "City," and the Armstrong Park Homeowners Association hereinafter referred to as APHO.

Recitals

1.1 DCI is engaged in the business of providing water for residential use under the assumed business name of Armstrong Park Water Company to some residents of Coeur d'Alene, Idaho, who live in the subdivisions known as Armstrong Park, Armstrong Park 1st Addition, and Armstrong Park 2nd Addition (Armstrong Park).

1.2 DCI developed a water system for delivery of water to the Armstrong Park in the City of Coeur d'Alene. APHO owns the Armstrong Park Water System (APWS), which is defined as that part of the Armstrong Park water delivery system beginning with the water tank and continuing to the homeowner's side of each water meter. The APWS incorporates all system fixtures, including but not limited to the water tank, distribution mains, water services from the main to the property line including meter and meter setting, fire hydrants, pressure reducing valves, etc. The APWS also includes the real property that the water tank sits on along with all easements or common areas containing the system fixtures as described above. The water system is connected to the water system of the City and transports water to a storage tank on property owned by the Armstrong Park Homeowners Association (APHO). DCI purchases water from the City and sells the water to the residents of APHO (the business). City required the dedication of such system to the City but reserved its right to accept the system. A joint bank account was established which contains funds collected by DCI from some of its customers as capitalization fees.

1.3 City now seeks to accept the water system owned by DCI, and to purchase Armstrong Park Water Company (APWC) of DCI.

1.4 DCI has adopted a plan of liquidation whereby it intends to liquidate its assets and pay its debts and desires to cease the business.

1.5 APHO seeks to have the City accept the water system and purchase the business and divest itself and its members of any interest in the water system.

1.6 All parties intend to waive any claims against the other arising out of the operation of the business or the water system.

1.7 DCI, therefore, desires to sell and convey, and to cause to be sold and conveyed, and City desires to acquire the APWC business of DCI, including without limitation, the goodwill, the assumed business name "Armstrong Park Water System", easements recorded as Instrument No. 1145647 and Instrument No. 928373 with the Kootenai County Recorder's Office, improvements, personal property, and water customers of DCI, including without limitation all books relating to the billing of customers, accounts receivable and accounts payable; the joint bank account and all sums held in that account, and any reserved rights of DCI, described herein as the "Property," all upon the terms and conditions set forth:

2.0 DCI, in consideration of the sum of Seventy-Five Thousand Dollars (\$75,000.00), and upon the covenants and agreements on the part of all parties to this agreement, does hereby convey and transfer the Property and business to the City and the City, in consideration of the assignments and transfers and the covenants and agreements on the part of all parties to this agreement, does hereby accept the Property and the business, upon the terms and conditions set forth.

3.0 Upon the date of closing DCI does sell, assign, transfer, set over and deliver to City, its successors and assigns, the entire Property and business.

4.0 That for the above consideration, DCI does, without prejudice to the generality of the foregoing assignments, covenants with, and warrants to City, its successors and assigns, as follows:

4.1 That DCI has the right to convey such right, title, and interest it may have in the Property and the business to the City.

4.2 That the real property described on Exhibit A is subject to certain conditions, which are set forth in the Commitment for Title Insurance issued by First American Title Insurance Company with respect to the property described on Exhibit A, dated the _____ day of September, 2006, and that the items set forth on Schedule B shall be excepted from warranties expressed in the deed conveying the real property to City.

4.3 That DCI will, at any and all times, upon the request of City, its successors and assigns, execute, and cause to be executed any and all further instruments, permits, licenses, bills of sale, and other documents desired by City, its successors and assigns, in order to fully effectuate the transfer of the Property and business to the City.

4.4 DCI shall assume and pay in full all accounts payable of the business which were incurred and accrued prior to the date of closing. After the date of closing, should either party receive a statement, demand or bill on accounts payable or receive payment on an account receivable which is attributable to or for the benefit of the other party, the receiving party shall be immediately transmit the same to the other party. Sixty days after closing the parties shall confer by e-mail or correspondence to adjust accounts and shall jointly prepare an analysis of adjustments to be made within 5 days thereafter. Should either party dispute the reconciliation, the disputed amount shall be subject to mediation prior to litigation.

4.5 DCI warrants that as of the date of closing, all known outstanding liens, contracts and other obligations have been paid, and that its interest in the Property and business is conveyed free from all liens and encumbrances, that taxes incurred by DCI up to the date of closing shall be assumed by DCI and DCI shall be solely responsible for payment thereof, including payroll taxes and sales taxes.

5.0 City shall assume and pay in full all accounts payable incurred after the date of closing. City shall establish accounts with all customers in its own name and shall use all efforts to insure payment of sums due and owing to DCI from APWS customers for unpaid sums due to DCI.

6.0 All customer accounts due to DCI up to the date of the last meter reading, which is anticipated to take place on September 30, 2006 , or such date as the meters are actually read, hereinafter, the final service date, shall be the sole property of DCI and payment of those accounts by APWS customers is additional consideration for this transaction. City shall take all reasonable efforts to insure that APWS customers pay sums due DCI for water services or damage to the water system, including termination of water service to APWS customers whose accounts remain unpaid for thirty days after statements are sent by DCI to APWS customers for sums due prior to the final service date,.

6.1 "Date of closing" is defined as that date at which time City transfers the purchase price (\$75,000.00) to DCI at a time agreed upon between the parties, and when DCI transfers all its right title and interest, in and to the Property and the business to the City, except for such accounts receivable which remain unpaid by APWS customers for services rendered by DCI prior to September 30, 2006 for water date shall be no later than October 4, 2006, at the offices of First American Title Company, Coeur d'Alene, Idaho; all prorations shall be as of September 30, 2006. Funds shall be made payable to the order of Gary Low Investments, Inc.

6.2 Risk of loss of the Property shall pass to City as of the date of closing.

6.3 Upon execution of this agreement all previous agreements between the parties concerning the Armstrong Park Water System shall be deemed satisfied, completed and terminated. No party shall have any continuing obligation of any nature, type or sort based on the terms, conditions, stipulations or covenants of prior agreements, whether implied or express. No previous agreement shall be deemed to be a part of this agreement, or contained in this agreement as an implicit or explicit condition, stipulation, covenant or term of this agreement. Any previous obligation, condition or covenant from any party to any other party, or to any third party, not specifically set forth as a term or condition of this agreement shall be deemed satisfied in full.

7.0 City acknowledges that after date of closing it is responsible for compliance with all local, state and federal environmental laws, ordinances, rules, regulations and requirements.

8.0 City has conducted a property transfer assessment by a qualified environmental consultant or has chosen not to have such assessment performed. City has had adequate opportunity to inspect and investigate the Property and is relying solely upon City's own examination and inspection thereof; and, that City is acquiring the Property "as is." DCI warrants that it has no knowledge of any existing environmental problems with the water system.

8.1 Except as expressly stated in this agreement, DCI makes no warranties as to the condition of the property, including but not limited to the adequacy of the property for its intended use or of fitness for a particular purpose. City personnel or its agents have made inspection of the property and are satisfied that the location of the equipment, including without limitation, pumps, dosing station, tanks, waterlines and other associated fixtures are within easements and are in sufficient condition to be accepted by the City. DCI warrants that to the best of its knowledge the equipment is within easements and that DCI has disclosed to City all known problems with the condition of the equipment.

9.0 Except as expressly represented or warranted elsewhere in the agreement, City acknowledges that DCI has made no representations or warranties as to whether the boundary lines of easements transferred are accurate, no representation as to the number of acres or number of square feet contained in the legal description of the Property described in this agreement, and no representation as to the beneficial uses that may be made of the Property, or which may be allowed by law. City acknowledges further that City has been informed and understands that the boundary lines of the easements described in this agreement have not been surveyed by DCI and that DCI is

not responsible or liable to obtain or provide a survey of said boundaries and that the Property may not be within the boundary lines of such easements and rights of way, and may not be in the location shown on drawings provided. City has been provided a legal description of the Property which is the same description provided to DCI when the Property was acquired and constructed. City has had adequate opportunity to examine and inspect the boundaries and actual physical location of the Property and has made its own determination as to acreage, square footage, and whether boundaries are accurate and is purchasing the Property and business in reliance upon City's own determination and regardless of whether said boundaries and easements are accurate.

9.1 Except as expressly represented or warranted elsewhere in this agreement, APHO acknowledges that DCI has made no representations or warranties as to whether the boundary lines of easements transferred are accurate, nor any representation as to the number of acres or number of square feet contained in the legal description of the Property described in this agreement nor the beneficial uses that may be made of the Property or which may be allowed by law. APHO acknowledges further that APHO has been informed and understands that the boundary lines of the easements described in this agreement have not been surveyed and that DCI is not responsible or liable to obtain or provide a survey of said boundaries and that the Property may not be within the boundary lines of such easements and rights of way. APHO has had adequate opportunity to examine and inspect the boundaries of the Property and actual physical location of the Property and has made its own determination as to acreage, square footage, and whether boundaries are accurate and consents to the sale of the Property to the City. The consent to this transaction and waiver of claims, expressed herein, by APHO, is material to the consummation of this transaction and is additional consideration for both DCI and the City to enter into this transaction. Therefore, APHO holds DCI and the City, harmless from any claims or damage it may have and indemnifies DCI and the City, from any claims or damages its members may assert against DCI or the City arising out of the operation or ownership of the APWC business or the Property, and any past, present or future claims arising from the operation or ownership by DCI of the APWC business and the Property.

10.0 City has examined the books of account and tax returns and other financial documents that have been provided to it by DCI which relate to the Property and the business and is relying upon its own analysis of such documents and not on representations made by any other person or entity. DCI represents and warrants that to the best of its knowledge all debts and

liabilities of DCI have been disclosed to the city and/or will be paid off pursuant to the terms of this agreement.

11.0 In the event of a breach of any of the terms and conditions of this agreement, excluding any breach due to fraud or misrepresentation, the parties agree that determining the scope and extent of damages which may be caused by DCI will be limited because DCI will have liquidated its assets and distributed such assets to the shareholders. The shareholders, directors or officers of the entities included in the designation "DCI" have no obligation to provide a remedy to City. Nevertheless, in order to provide a remedy in the event of a claim of default the shareholders agree as follows:

11.1 Any claim of City against DCI or the parties encompassed in the term DCI which alleges a breach of this agreement shall only be made against the shareholders. Any such claim against the shareholders of DCI arising out of the sale of the Property or this agreement must be presented to the offices of Stephen B. McCrea, Attorney at Law, at 608 Northwest Blvd., Ste. 101, Coeur d'Alene, Idaho, 83814, on or before the 1st day of April 2007, or it shall be forever barred. Except for claims arising from fraud or misrepresentation, the cumulative total of all claims which City may assert against DCI or its shareholders shall be limited in amount to the sums set forth in paragraph 11.3 hereinbelow.

11.2 Such claim shall be in writing and shall describe with particularity the basis for such claim.

11.3 As of the date of closing, the shareholders of DCI shall set aside a sum in the amount of \$3,000.00 which shall be the maximum limit of any claims against the shareholders of DCI arising out of this agreement. Upon receipt of a claim, if the parties cannot resolve the matter, the parties shall submit to mediation.

12.0 No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations, if any, are superseded by this Agreement. In the event that any provisions of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

13.0 This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, and assigns of the parties hereto, and each of them, and shall survive date of closing.

14.0 This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement. The Agreement shall be deemed to be executed on the last date any such counterpart is executed. A facsimile signature or copy shall be deemed to be as effective as an original signature or document with respect to this Agreement and the terms thereof.

15.0 This Agreement may be modified only by a contract in writing, executed by the parties to this Agreement against whom enforcement is sought.

16.0 Each party to this Agreement and its legal counsel have reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. This Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.

DATED this ____ day of _____, 2006.

Development Concepts, Inc.

Gary Low Investments, Inc.

By: _____
Gary Low, President

By: _____
Gary Low, President

Gary Low

Margaret Low

STATE OF CALIFORNIA

County of _____

On this ____ day of _____, 2006, before me the undersigned Notary Public, personally appeared Gary Low, known to me to be the President of the corporations whose names are subscribed to the within instrument, and acknowledged to me that said corporations executed the same.

Notary Public for California
Comm. expires: _____

STATE OF CALIFORNIA

County of _____

On this ____ day of _____, 2006, before me the undersigned Notary Public, personally appeared Gary Low and Margaret Low, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for California
Comm. expires: _____

DATED this ____ day of _____, 2006.

City of Coeur d'Alene

By: _____
Sandi Bloem, Mayor

STATE OF IDAHO

County of Kootenai

On this ____ day of _____, 2006, before me the undersigned Notary Public, personally appeared Sandi Bloem, known to me to be the Mayor of the City of Coeur d'Alene, whose name is subscribed to the within instrument, and acknowledged to me that said City of Coeur d'Alene executed the same.

Notary Public for Idaho
Comm. expires: _____

DATED this ____ day of _____, 2006.

Armstrong Park Homeowners Association, Inc.

By: _____
President

STATE OF IDAHO

County of Kootenai

On this ____ day of _____, before me the undersigned Notary Public, personally appeared _____, known to me to be the President of the corporation whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

Notary Public for Idaho
Comm. expires: _____

AGREEMENT FOR TRANSFER OF ARMSTRONG PARK WATER SYSTEM

This Agreement made in Coeur d'Alene, Idaho, on the date executed below, between the City of Coeur d'Alene, a municipal corporation, hereinafter referred to as "City," and the Armstrong Park Homeowners Association, Inc., hereinafter referred to as APHO.

Recitals

1.1 APHO is an Idaho non-profit corporation that is the homeowners association for the residents of the subdivisions known as Armstrong Park and Armstrong Park 2nd Addition (Armstrong Park).

1.2 APHO owns the Armstrong Park Water System (APWS), which is defined as that part of the Armstrong Park water delivery system beginning with the water tank and continuing to the homeowner's side of each water meter. The APWS incorporates all system fixtures, including but not limited to the water tank, distribution mains, meters, fire hydrants, pressure reducing valves, etc. The APWS also includes the real property that the water tank sits on along with all easements or common areas containing the system fixtures as described above.

1.3 APHO has requested that the City take over ownership and operation of the APWS and the City has agreed to do so.

2.0 APHO, therefore, desires to transfer and convey, and the City desires to acquire, all right, title and interest of the APWS from APHO, including without limitation, all real property, easements, improvements, fixtures and any other interest held by APHO in the APWS.

3.0 APHO, in consideration of the City assuming ownership, operation and control of the APWS, and for other good and valuable consideration including the covenants and agreements on the part of the parties to this agreement, does hereby convey and transfer all of APHO's right, title and interest in the APWS to the City and the City, does hereby accept the APWS and thereby incorporates the APWS into the water utility system owned and operated by the City.

4.0 That for the above consideration, APHO covenants with, and warrants to City, its successors and assigns, as follows:

4.1 That APHO is the sole owner of the APWS and has the right to convey such right, title, and interest it may have in the APWS to the City;

4.2 That the APWS is located on or in real property that is owned by APHO or is located in easements held by APHO.

4.3 That APHO will, at any and all times, upon the request of City, its successors and assigns, execute, and cause to be executed any and all further instruments, deeds, permits, licenses, bills of sale, and other documents desired by City, its successors and assigns, in order to fully effectuate the transfer of the APWS, including any real property, to the City.

4.4 That APHO shall assume and pay in full all accounts payable of the APWS which were incurred and accrued prior to the date of closing. After the date of closing, should either party receive a statement, demand or bill on accounts payable or receive payment on an account receivable which is attributable to or for the benefit of the other party, the receiving party shall immediately transmit the same to the other party. Sixty days after closing the parties shall confer by e-mail or correspondence to adjust accounts and shall jointly prepare an analysis of adjustments to be made within five days thereafter. Should either party dispute the reconciliation, the disputed amount shall be subject to mediation.

4.5 That APHO warrants that as of the date of closing, all known outstanding liens, contracts and other obligations concerning the APWS have been paid, and that its interest in the the APWS is transferred free from all liens and encumbrances, that taxes incurred by APHO concerning the APWS up to the date of closing shall be assumed by APHO and APHO shall be solely responsible for payment thereof, including payroll taxes and sales taxes.

4.6 That APHO warrants that if a dispute arises over the location or ownership of any part of the APWS, APHO will indemnify the City and will be responsible for all costs to cure or resolve the dispute. Specifically, APHO warrants that if it is determined that any part of the APWS is not on previously obtained real property or easements it will obtain all necessary real property or easements at its cost.

4.7 That APHO also authorizes the City to take action on its behalf if it is determined that any part of the APWS is not on previously obtained real property or easements and that APHO will reimburse the City for the cost of obtaining all necessary real property or easements. If APHO fails to reimburse the City for costs incurred, the costs will be added to the amount set in paragraph 4.8.

4.8 That APHO understands and agrees that in exchange for the City taking over the APWS, all existing and new residential accounts in Armstrong Park including any new residential hookups wherever located that connect to what was formerly the APWS, will pay a surcharge of Twenty-Five Dollars and Eighty-Five Cents (\$25.85) per month for a maximum of twenty years or until Four Hundred Fifty-Two Thousand, Eight Hundred Ninety-Two Dollars (\$452,892.00) has been collected by the City, whichever comes first.

5.0 City shall assume complete responsibility for the APWS and pay in full all accounts payable incurred after the date of closing. City shall establish accounts with all customers currently served by the APWS.

6.0 All APWS customer accounts shall be prorated as of the date of closing.

6.1 "Date of closing" is defined as that date at which time APHO executes this agreement and transfers all its right title and interest in the APWS to the City, which date shall be no later than October 4, 2006.

6.2 Risk of loss of the Property shall pass to City as of the date of closing.

7.0 City acknowledges that after the date of closing it is responsible for compliance with all local, state and federal environmental laws, ordinances, rules, regulations and requirements.

8.0 APHO warrants that it has no knowledge of any existing environmental problems with the water system.

8.1 APHO warrants that to the best of its knowledge the APWS is within easements and that APHO has disclosed to City all known problems with the condition of the system.

9.0 APHO warrants that to the best of its knowledge all debts and liabilities concerning APWS have been disclosed to the City and/or will be paid pursuant to the terms of this agreement.

10.0 No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations, if any, are superseded by this Agreement. In the event that any provisions of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.

11.0 This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, and assigns of the parties hereto, and each of them, and shall survive date of closing.

12.0 This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement. The Agreement shall be deemed to be executed on the last date any such counterpart is executed. A facsimile signature or copy shall be deemed to be as effective as an original signature or document with respect to this Agreement and the terms thereof.

13.0 This Agreement may be modified only by a contract in writing, executed by the parties to this Agreement against whom enforcement is sought.

14.0 Each party to this Agreement and its legal counsel have reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement. This Agreement shall not be deemed prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.

DATED this 3rd day of October, 2006

City of Coeur d'Alene

**Armstrong Park Homeowners Association, Inc.
(APHO)**

By: _____
Sandi Bloem, Mayor

By: _____
President

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO

County of Kootenai

On this 3rd day of October, 2006, before me the undersigned Notary Public, personally appeared **Sandi Bloem**, known to me to be the Mayor of the City of Coeur d'Alene, whose name is subscribed to the within instrument, and acknowledged to me that said City of Coeur d'Alene executed the same.

Notary Public for Idaho
Comm. expires: _____

STATE OF IDAHO

County of Kootenai

On this 28th day of September, 2006, before me the undersigned Notary Public, personally appeared _____, known to me to be the President of the corporation whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

Notary Public for Idaho
Comm. expires: _____

OTHER BUSINESS

COUNCIL BILL NO. 06-1032
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 (MOBILE HOME AT 8 UNITS PER GROSS ACRE) TO R-12 (RESIDENTIAL AT 12 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TRACT 54, FRUITLANDS ADDITION IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE SPECIFICALLY KNOWN AS A +/- 1.82 ACRE PARCEL AT 3615 N. FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

Tract 54, Fruitlands Addition in the Northeast 1/4 of Section 2, Township 50N, Range 4W, Boise Meridian, Kootenai County, Idaho; More specifically known as a +/- 1.82 acre parcel at 3615 N. Fruitland Lane.

is hereby changed and rezoned from MH-8 (Mobile Home at 8 units per gross acre) to R-12 (Residential at 12 units/acre)

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

1. Dedication of an additional five feet (5') of right-of-way on Fruitland Lane and thirty feet (30') for the Howard Street extension.
2. Installation of the frontage improvements (curb, sidewalk, drainage facilities and pavement widening) along the Fruitland Lane frontage prior to any construction activity on the subject property. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. Signing of a Frontage Improvement Agreement for the required improvements along the future Howard Street corridor.

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

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

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

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

APPROVED this 3rd day of October 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-8-06

+/- 1.82-acre parcel at 3615 N. Fruitland Lane

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM MH-8 (MOBILE HOME AT 8 UNITS PER GROSS ACRE) TO R-12 (RESIDENTIAL AT 12 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: TRACT 54, FRUITLANDS ADDITION IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 50N, RANGE 4W, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; MORE SPECIFICALLY KNOWN AS A +/- 1.82 ACRE PARCEL AT 3615 N. FRUITLAND LANE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR


I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-8-06 +/- 1.82-acre parcel at 3615 N. Fruitland Lane, 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 3rd day of October, 2006.

Warren J. Wilson, Deputy City Attorney

PUBLIC HEARINGS

CITY COUNCIL
STAFF REPORT

DATE: October 3, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: Vacation of an Undeveloped 10' Public "Access" Adjoining the Easterly Boundary of Lot 9, Block 2 of the Bentwood Park 3rd Addition

DECISION POINT:

Charles Harzke, applicant and owner of said Lot 9, is requesting the vacation of the undeveloped ten foot (10') wide public "pedestrian access" adjoining the easterly boundary of his property in the Bentwood Park 3rd Addition.

HISTORY:

The noted "pedestrian access" was a component of the preliminary subdivision plat that was approved in 1999. At the original time of platting of the Bentwood development, the easterly portion was not yet available to the developer, and therefore warranted the pedestrian access if the situation arose that it was never acquired. The property was acquired, and the rapid rate at which the subdivision developed eliminated the need for the access way, however, no action was ever undertaken to eliminate "lot" prior to the final platting of the phase in December 2002, and it was therefore included as a component of the Bentwood Park 3rd Addition. The Public Works Committee at the August 21, 2006 meeting directed staff to proceed to public hearing on the subject vacation.

FINANCIAL ANALYSIS:

There would be no financial impact to the City if the vacation request were approved.

PERFORMANCE ANALYSIS:

Due to the fact that it was never developed, and, it is not being utilized for the original intended purpose, coupled with the location of the 20TH Street connection to Thomas Lane 430' to the east, relinquishing the parcel to the adjoiner should not have any adverse effect on the development, or, pedestrian movement in the subdivision.

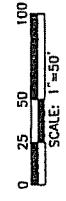
SUMMARY:

A request for the vacation of an undeveloped pedestrian access between Preakness Avenue and Thomas Lane in the Bentwood Park 3rd Addition has been submitted. The access way was never developed for the intended purpose, and, the adjacent presence of the fully developed 20TH St. connection to Thomas Lane would tend to make the connection moot. Should the Council choose to vacate the 10' strip, they have the option to give all or part of it to the adjoiners (IC 50-311).

LEGEND

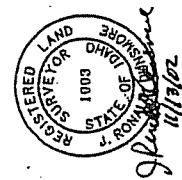
- SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "A.C. INC. LS #1003" UNLESS OTHERWISE NOTED
- SET 5/8"x30" REBAR WITH ALUMINUM CAP MARKED "A.C. INC. LS #1003" IN STANDARD CITY OF COEUR D'ALENE MONUMENT CASE
- SET 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A.C. INC. LS #1003" UNLESS OTHERWISE NOTED
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- FOUND 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A.C. INC. LS #1003" UNLESS OTHERWISE NOTED

P.I. = POINT OF INTERSECTION
(R) = RADIAL
R/W = RIGHT-OF-WAY
S.F. = SQUARE FEET
W.C. TO 1/5 = WITNESS CORNER TO INTERSECTION
= BLOCK NUMBER



LINE	BEARING	LENGTH
L3	N89°02'57"W	4.16'

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BRC.	CHORD
C11	31.70'	20.00'	90°49'14"	20.29'	N45°41'06"E	28.49'	28.49'
C12	31.18'	20.00'	89°19'26"	19.77'	N44°23'14"W	28.12'	28.12'
C13	22.45'	38.50'	33°24'38"	11.55'	N74°14'44"E	22.13'	22.13'
C14	22.45'	38.50'	39°26'40"	28.50'	N77°15'45"E	53.66'	53.66'
C15	59.75'	79.50'	43°12'00"	31.46'	N61°24'55"W	56.53'	56.53'
C16	60.76'	79.50'	43°48'19"	31.96'	N17°54'46"W	59.31'	59.31'
C17	41.20'	79.50'	29°41'44"	21.08'	N18°50'16"E	40.74'	40.74'
C18	22.45'	38.50'	33°24'38"	11.55'	N16°58'49"E	22.13'	22.13'
C19	31.13'	20.00'	89°10'48"	19.72'	N44°18'54"W	28.08'	28.08'
C21	75.61'	48.50'	89°19'26"	47.83'	N44°23'14"W	68.18'	68.18'

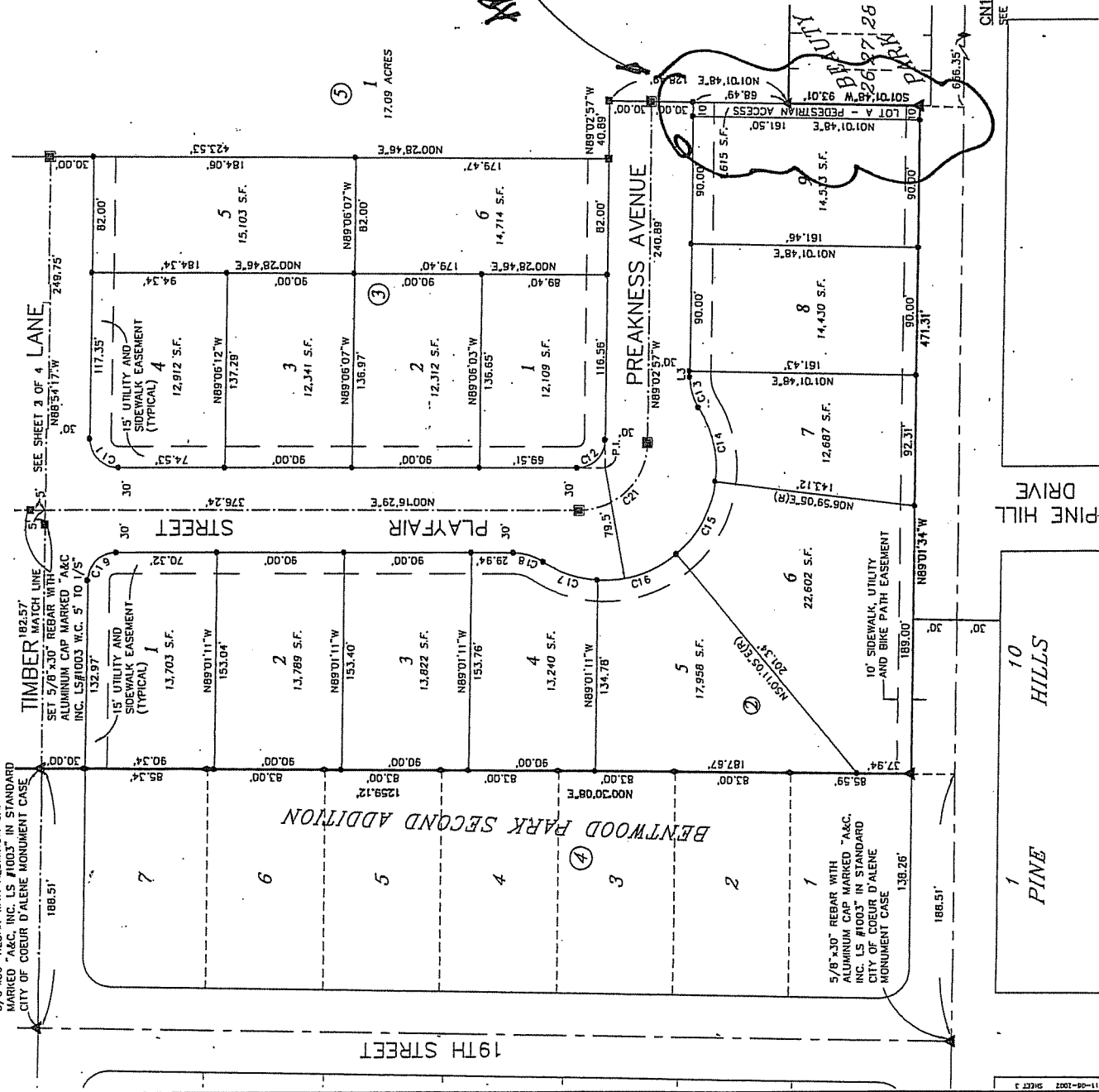


SHEET 3 OF 4

AC Adams & Clark, Inc.
306 N. Spohns St, Suite G
Pocatello, ID 83404
(208) 777-1812

DATE: 11/12/02 Dwg. Bt: JSH
SCALE: 1"=50' F.B. NO.: PFB
FOR: BENTWOOD, LLC W.D. NO. 20012502.4

FINAL PLAT OF BENTWOOD PARK, THIRD ADDITION
A REPLAT OF LOT 1, BLOCK 5 OF BENTWOOD PARK,
SECOND ADDITION, IN THE N1/2 OF THE NW1/4 OF
SECTION 6, TOWNSHIP 50 NORTH, RANGE 3 WEST, B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



NE	SE
SW	SE

05-50-03H

CN1/16 CORNER
SEE SHEET 1

5/8"x30" REBAR WITH ALUMINUM CAP MARKED "A.C. INC. LS #1003" IN STANDARD CITY OF COEUR D'ALENE MONUMENT CASE

TIMBER 182.57' MATCH LINE
SET 5/8"x30" REBAR WITH ALUMINUM CAP MARKED "A.C. INC. LS #1003" W.C. 5' TO 1/5'

5/8"x30" REBAR WITH ALUMINUM CAP MARKED "A.C. INC. LS #1003" IN STANDARD CITY OF COEUR D'ALENE MONUMENT CASE

BENTWOOD PARK SECOND ADDITION

PINE HILL DRIVE

10 HILLS

1 PINE

19TH STREET

PREAKNESS AVENUE

PLAYFAIR STREET

SEE SHEET 2 OF 4 LANE

Area of Request

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMSOS, ASSOCIATE PLANNER
DATE: OCTOBER 3, 2006
SUBJECT: ZC-9-06 – ZONE CHANGE FROM R-12 TO C-17L
LOCATION: +/- 10,367 SQ. FT. PARCEL AT 308 W. HAYCRAFT AVENUE

DECISION POINT:

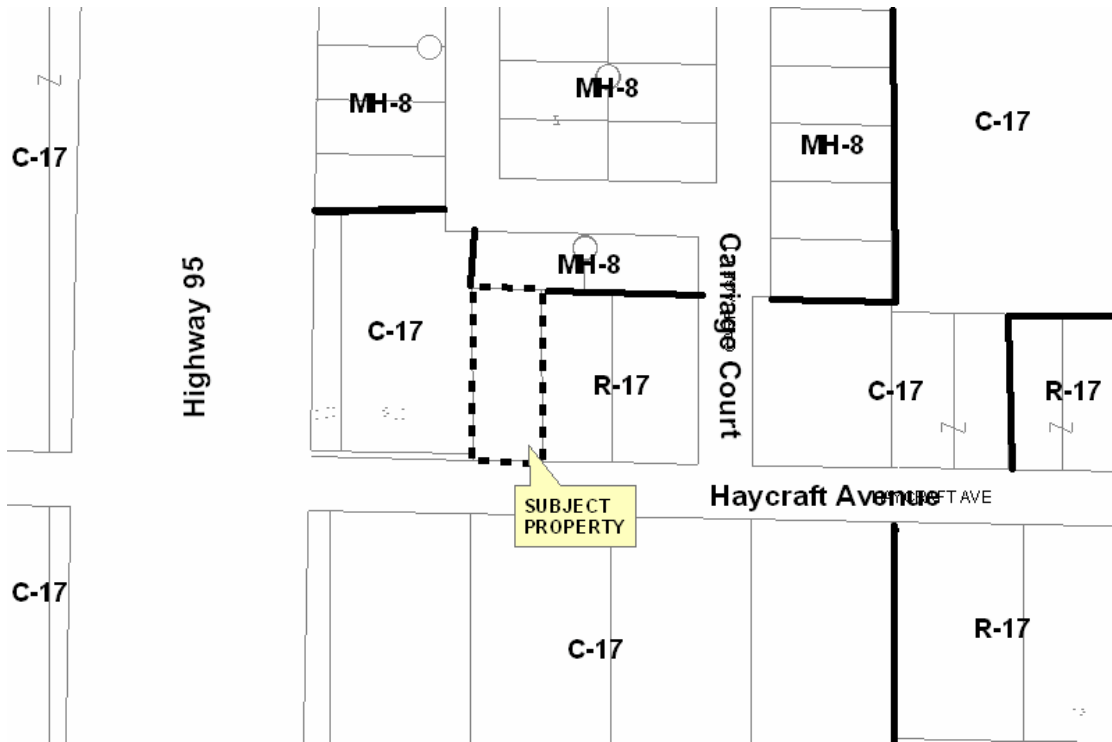
Becky Rundles is requesting a Zone Change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited at 17 units/acre) at 308 West Haycraft Avenue.

GENERAL INFORMATION:

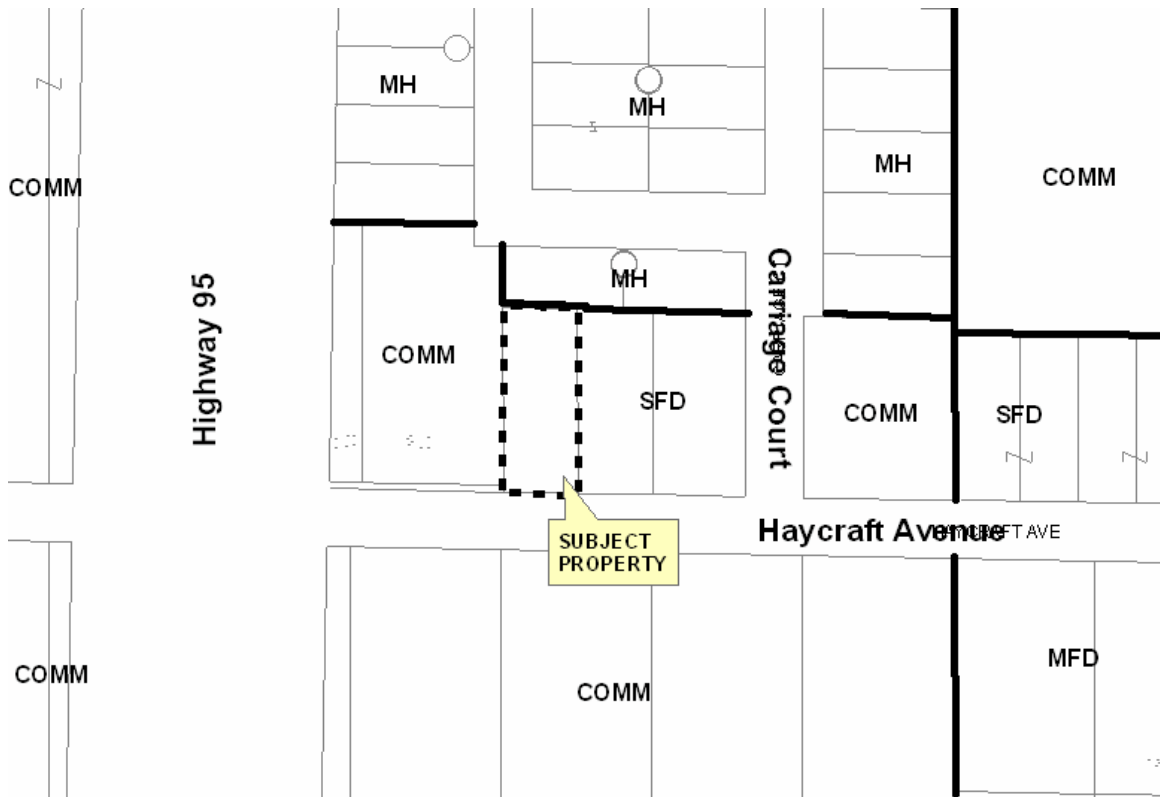
- A. Site photo



B. Zoning:



C. Generalized land use pattern:



- D. Applicant: Becky Randles c/o Holiday Companies
6744 W. Eden Court
Rathdrum, ID 83858
- E. Owner: Elmer O. Nipp
307 W. Haycraft Avenue
Coeur d' Alene, ID 83814
- F. Land uses in the area include residential - single-family, mobile homes and multi-family, commercial – retail sales and service, and vacant land.
- G. The subject property contains a single-family dwelling.
- H. The Planning Commission heard ZC-9-06 on August 22, 2006 and approved it by a 3-0 vote.

PERFORMANCE ANALYSIS:

A. Zoning:

Approval of the zone change request would intensify the potential uses on the property by allowing commercial service uses on a parcel that now only allows residential and civic uses.

The C-17L District is intended as a low density commercial and residential mix district. This District permits residential development at a density of seventeen (17) units per gross acre as specified by the R-17 District and limited service commercial businesses whose primary emphasis is on providing a personal service.

This District is suitable as a transition between residential and commercial zoned areas and should be located on designated collector streets or better for ease of access and to act as a residential buffer.

Principal permitted uses:

Single-family detached housing (as specified by the R-8 District).
Duplex housing (as specified by the R-12 District).
Cluster housing (as specified by the R-17 District).
Multiple-family (as specified by the R-17 District).
Home occupation.
Community education.
Essential service.
Community assembly.
Religious assembly.
Public recreation.
Neighborhood recreation.
Automobile parking when serving an adjacent business or apartments.
Hospitals/health care.
Professional offices.
Administrative offices.
Banks and financial establishments.
Personal service establishment.
Group dwelling-detached housing.

Handicapped or minimal care facility.
Child care facility.
Juvenile offenders facility.
Boarding house.
Nursing/convalescent/rest homes for the aged.
Rehabilitative facility.
Commercial film production.

Uses permitted by special use permit:

Convenience sales.
Food and beverage stores for off/on site consumption.
Veterinary office or clinic when completely indoors.
Commercial recreation.
Hotel/motel.
Remaining uses, not already herein permitted, of the C-17 District principal permitted uses.
Residential density of the R-34 District density as specified.
Criminal transitional facility.
Noncommercial kennel.
Commercial kennel.
Community organization.
Wireless communication facility.

The zoning and land use patterns for this area (See page 2) indicate C-17 zoning on both sides of Haycraft Avenue with a mix of commercial and residential uses. The subject property also abuts the Carriage Court mobile home subdivision which is zoned MH-8 and contains 30

Evaluation: The City Council, based on the information before them, must determine if the C-17L zone is appropriate for this location and setting.

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

The subject property is within the existing city limits.

The Comprehensive Plan Map designates this area as "T" (Transition). The subject property is in close proximity to Highway 95 which is designated as an "HIC" (High Intensity Corridor). Descriptions of these two designations are as follows:

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

- Protect and/or enhance the integrity of existing residential areas.
- Encourage lower intensity commercial service and manufacturing uses close or abutting major transportation routes.
- Encourage residential when close to jobs and other services.
- Discourage uses that are detrimental to neighboring uses.
- Encourage commercial clusters that will serve adjacent neighborhoods vs. city as a whole.

High Intensity Corridors: These are established as the primary areas where significant auto oriented community sales/service and wholesale activities should be concentrated.

- Encourage auto oriented commercial uses abutting major traffic corridors.
- The development should be accessible by pedestrian, bicycle, and auto.
- Residential uses may be allowed but not encouraged. Low intensity residential uses are discouraged.
- Encourage manufacturing/warehousing uses to cluster into districts served by major transportation corridors.
- Arterial /collector corridors defined by landscaping/street trees.
- Development may be encouraged to utilize large areas adjacent to these transportation corridors.

In reviewing all projects, the following should be considered:

Page 28 – All requests for zone changes, special use permits etc., will be made considering, but not limited to:

1. The individual characteristics of the site;
2. The existing conditions within the area, and
3. The goals of the community.

Significant policies for consideration:

- 4C: "New growth should enhance the quality and character of existing areas and the general community."
- 6A: "Promote the orderly development of land use at locations that are compatible with public facilities and adjacent land uses."
- 6A2: "Encourage high-intensity commercial development, including professional offices, to concentrate in existing areas so as to minimize negative influences on adjacent land uses, such as traffic congestion, parking and noise."
- 6A3: "Commercial development should be limited to collector and arterial streets."
- 15G: "City government should be responsive to the needs and desires of the citizenry."
- 42A: "The physical development of Coeur d'Alene should be directed by consistent and thoughtful decisions, recognizing alternatives, affects and goals of citizens"
- 42A2: "Property rights of citizens should be protected in land use decisions."
- 46A: "Provide for the safe and efficient circulation of vehicular traffic."
- 47C1: "Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas."
- 51A: "Protect and preserve neighborhoods both old and new."
- 51A4: "Trees should be preserved and protected by support of the Urban Forestry Program and indiscriminate removal discouraged."

51A5: "Residential neighborhood land uses should be protected from intrusion of incompatible land uses and their effects."

62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

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

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

WATER:

Water is available to the subject property.

Evaluation: There are no existing services listed for this address but there is a 6" main in Haycraft and an 8" main running down the west property line of lot 12.

Submitted by Terry Pickel, Assistant Water Superintendent

SEWER:

Sewer is available in Haycraft Avenue.

Evaluation: Public sewer is available and of adequate capacity to support this zone change request.

Submitted by Don Keil, Assistant Wastewater Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. This will be addressed at the time of permit submittal on the subject property.

TRAFFIC:

Although there is no change in the proposed use at this time this proposed re-zoning would, in theory, allow other uses that could generate additional traffic.

Evaluation: Any change in use and related traffic impacts are evaluated prior to issuance of building permits. The Development Impact Fee Ordinance requires any extraordinary traffic impacts to be mitigated by the applicant as a condition of permit issuance. Therefore, potential traffic impacts need not be addressed at this time.

STREETS:

The proposed subdivision is bordered by Haycraft Avenue on the south and US Hwy 95 on the west.

Evaluation: The streets adjoining the subject property are fully developed with no changes required at this time. Should the applicant submit a building permit or site development permit for the subject property, development issues would be subsequently addressed.

APPLICABLE CODES AND POLICIES:

UTILITIES

1. If developed, any proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.

STREETS

3. Any required street improvements shall be constructed prior to issuance of building permits.
4. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

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

Submitted by CHRIS BATES, ENGINEERING PROJECT MANAGER

FIRE:

The standard Fire Dept. issues of access, water supplies, etc. will be addressed at the plan review phase. However, the bigger issue is the ability of the Fire Dept. (and other city services) to meet the increased demands on services such developments bring to the table, without increasing personnel and equipment.

Submitted by Dan Cochran, Deputy Fire Chief

POLICE:

I have no comments at this time.

Submitted by Steve Childers, Captain, Police Department

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

The subject property is flat with no physical constraints.

Evaluation: There are no physical limitations to future development.

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

In the applicant's narrative, the indicated use is to provide land in order to expand the existing parking lot and improve access for the convenience store on the adjoining property. This will affect traffic on Haycraft Avenue which is in an area of mixed commercial and residential uses.

Evaluation: With approval of the zone change to C-17L, there will be a more intense use on the subject property that could have an adverse impact on the surrounding neighborhood in terms of increased traffic on Haycraft Avenue and the remaining residences in the area.

F. Proposed conditions:

None.

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - Amended 1995.
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

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

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

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

PROPERTY INFORMATION

1. Gross area: (all land involved): .238 acres, and/or _____ sq.ft.
2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): _____ acres, and/or _____ sq. ft.
3. Total length of streets included: _____ ft., and/or _____ miles.
4. Total number of lots included: ONE
5. Average lot size included: 65' x 159'
6. Existing land use: residential; single dwelling
7. Existing Zoning (circle all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
C-17 C-17L C-34 LM M
8. Proposed Zoning (circle all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
C-17 C-17L C-34 LM M
BJR

JUSTIFICATION

Proposed Activity Group; _____

Please use this space to state the reason(s) for the requested zone change.

Appropriate Comprehensive Plan goals and policies should be included in your reasons.

The land will be used to augment and supplement the parking and access to the existing Holiday Stationstore. The growing number of businesses, in that general area, will also benefit as increased access to Holiday will decrease traffic congestion at Hwy 95 and Haycraft.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on August 22, 2006, and there being present a person requesting approval of ITEM ZC-9-06, a request for a zone change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited at 17 units/acre) zoning district.

LOCATION: +/- 10,367 sq. ft. parcel at 308 W. Haycraft Avenue

APPLICANT: Becky Randles

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential - single-family, mobile homes and multi-family, commercial – retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on August 5, 2006, and August 15, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on August 11, 2006, which fulfills the proper legal requirement.
- B6. That 41 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on August 4, 2006, and 8 responses were received: 5 in favor, 1 opposed, and 2 neutral.
- B7. That public testimony was heard on August 22, 2006 from the applicant's representative, Becky Randles who described the request and the applicant's intention to use the property for additional parking for the adjoining convenience store and provide an additional approach to the parking lot as well as swales and landscaping. An area resident testified about his concerns with traffic on Haycraft Avenue and how this request could make the traffic worse.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - 6A3: "Commercial development should be limited to collector and arterial streets."

Haycraft Avenue is a collector and Highway 95 is a High Intensity corridor, which makes this an appropriate location for the request.
 - 47C1: "Locate major arterials and provide adequate screening so as to minimize levels of noise pollution in or near residential areas."

The subject property abuts single-family residences and does need adequate screening.

62A: "Examine all new developments for appropriateness in regard to the character of the proposed area. Inform developers of City requirements and encourage environmentally harmonious projects."

The subject property is located next door to the Holiday gas station and is also in a transition area.

B9. That public facilities and utilities are available and adequate for the proposed use.

This is based on the staff report and the availability of water, sewer and other utilities.

B10. That the physical characteristics of the site do make it suitable for the request at this time.

There are no topographical or other physical features that would prevent development.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses.

The property is next to the Holiday Station and the additional parking lot could actually help alleviate congestion at the store.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of BECKY RUNDLES for a zone change, as described in the application should be approved.

Motion by Souza, seconded by Rasor, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Messina	Voted Aye
Commissioner Rasor	Voted Aye
Commissioner Souza	Voted Aye

Commissioner Jordan declared a conflict of interest.

Commissioners Bowlby and George were absent.

Motion to approve carried by a 3 to 0 vote.


CHAIRMAN JOHN BRUNING

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on October 3, 2006, and there being present a person requesting approval of ITEM ZC-9-06, a request for a zone change from R-12 (residential at 12 units per gross acre) to C-17L (Commercial Limited at 17 units/acre) zoning district.

LOCATION: +/- 10,367 sq. ft. parcel at 308 W. Haycraft Avenue

APPLICANT: Becky Randles

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are residential - single-family, mobile homes and multi-family, commercial – retail sales and service, and vacant land.
- B2. That the Comprehensive Plan Map designation is Transition.
- B3. That the zoning is R-12 (residential at 12 units per gross acre)
- B4. That the notice of public hearing was published on September 16, 2006, and September 26, 2006, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on September 22, 2006, which fulfills the proper legal requirement.
- B6. That 41 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 15, 2006, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on October 3, 2006.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

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

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

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

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **BECKY RANGLES** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Wolfinger	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

CITY COUNCIL
STAFF REPORT

DATE: October 3, 2006

RE: PUBLIC HEARING: Creation or Amendment of Various City Fees

PRESENTED BY: Troy Tymesen, Finance Director

The City Departments recently completed a review of their fee structures to assure that the various fees are current with the actual cost for services/materials being provided. As a result of that review the following fees are being recommended for adoption.

TRAFFIC SCHOOL FEE OF \$75.00: This is a new program initiated by the Police Department. The proposed fees will cover administrative costs, 4-5 hours of Officer time and class materials/supplies.

FIRE PREVENTION PLAN REVIEW FEE OF \$50.00/5,000 SQ. FT. UP TO A FEE MAXIMUM OF \$500.00: This is a new set of fees requested by the Fire Department to cover the administrative costs including plan reviews, inspections of buildings for Fire Code Compliance, review of fire alarms, fire sprinkler and fire pump system plans and installation, issuing permits for construction and operations regulated by the International Fire Code. The fees will range from the current \$2.00 for a yard waste burn permit up to a maximum of \$500.00 for a structural plan review.

CPR CLASS FEES of \$20.00 FOR RESIDENTS AND \$25.00 FOR NON-RESIDENTS: CPR Classes are a new training program offered by the Fire Department to the area residents. The fee proposed will help defray the cost for the administration of the program including material and supplies.

CDATV DVD REPRODUCTION COSTS OF \$30.00/PROGRAM TO BE COPIED: The CDATV Committee is proposing a fee of \$30.00 per program copying fees based on the following computations: \$10.00 material cost to cover the DVD's, labels, sleeves or cases. \$20.00 for hardware costs, installation, maintenance of equipment. Based on a projected life expectancy of 2 years, it would take approximately 58 copies over a 24-month period to break even, or 2.4 copies per month every month.

LABOR COSTS FOR LOCATING AND COPYING DOCUMENTS: This is a new fee that is allowed by I.C. 9-338(8)(a) which provides that a public agency may establish a fee to recover the actual labor costs associated with locating and copying documents if the request is more than 100 pages, or the request includes records from which nonpublic information must be deleted, or the actual labor associated with locating and copying documents for a request exceeds 2 person hours. Since it is "actual labor costs", there is no set amount because the cost would be

determined by the employee performing the work. Therefore, tonight's request is to establish the authority for the City to recoup the actual labor costs as provided by the above noted Idaho Code.

DESIGN DEPARTURE PROCESS FEE OF \$200.00: As a result of the recent adoption of the Downtown Design Standards, this fee is established to cover the processing costs of the newly established Design Departure Procedures.

CREATING A FIELD RESERVATION TOURNAMENT FEE OF \$50.00: The Recreation Department is requesting

BULK WATER USE FEES FOR: PERMANENT STATIONS TO INCLUDE A \$25 KEY DEPOSIT, AND \$1.11/1,000 GALLONS OF BULK WATER DRAWN, AND; PORTABLE STATIONS TO INCLUDE A \$25 MONTHLY RENTAL FEE, \$100 INSTALLATION FEE, \$600 DAMAGE DEPOSIT AND \$.70/1,000 GALLONS OF BULK WATER DRAWN: The proposed bulk water program was presented to and approved by the City Council on July 18th, 2006. The proposed fees will cover the costs of administration, equipment and water needed to implement this new program.

PLOTTED CITY MAPS FEES: NORMAL QUALITY COPIES AT \$4.00/FOOT AND HIGH QUALITY COPIES AT \$5.00/FOOT: Engineering, Planning and other departments provide a number of map products for the public that are plotted on a HP 1055CM plotter. Some of these map products such as zoning and city maps have traditionally had a set fee based upon printing costs; the remaining maps have not had specific fees established. A per foot fee has been calculated on updated costs of paper and ink that will be applied to all plotted maps.

AMENDING FIELD LIGHTING FEES FROM \$20.00 TO \$30.00: The Recreation Department is proposing this fee increase to reflect the actual costs charged to the City by Avista.

FINANCIAL ANALYSIS: By adjusting the above-noted fees, the cost is being charged directly to the individuals benefiting from the programs/services which thus reducing the burden on the general property tax payers.

RECOMMENDED ACTION: Staff recommends Council adopt Resolution 06-064 approving the recommended rates as presented.

RESOLUTION NO. 06-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY,
IDAHO ESTABLISHING AND AMENDING VARIOUS FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to various fees are necessary, all as set forth below in this Resolution; and

WHEREAS, the City Council is authorized to establish and adjust these fees by resolution; and

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the fee adjustments be adopted; NOW, THEREFORE,

BE IT RESOLVED, that effective October 3, 2006, the following amended fees will be in effect:

AMENDING FEES AS FOLLOWS:	CURRENT FEE (s)	PROPOSED FEE (s)
<i>PARKS AND RECREATION DEPARTMENT:</i>		
Field Lighting fee	\$20.00	\$30.00
<i>PLANNING DEPARTMENT:</i>		
Plotted city maps fee	\$5.00 per map	Normal quality: \$4.00 a foot High quality: \$5.00 a foot
<i>WATER DEPARTMENT:</i>		
Water Usage	\$30/day or \$100/month or \$250/year	Permanent Stations: \$25 key deposit and \$1.11/1,000 gallons of bulk water drawn
Valve Rental	\$10/day or \$30/month	
Deposits	Disc - \$25 Valve Wrench - \$30 Valve - \$200	Portable Stations: \$25 monthly rental and \$100 installation fee with a \$600 damage deposit and \$.70/1,000 gallons of bulk water drawn

CREATING FEES AS FOLLOWS:		PROPOSED FEE (s)
<i>POLICE DEPARTMENT:</i>		
Traffic School fee		\$175.00
<i>FIRE DEPARTMENT:</i>		
Fire Prevention Plan Review fee		\$50.00 / 5,000 sq. ft up to \$500 maximum fee
CPR Class fee		\$20.00 for residents \$25.00 for non-residents
<i>MUNICIPAL SERVICES – CITY CLERK:</i>		
DVD Reproduction for CDATV fee		\$30.00 / per program to be copied
Fee to Recover Actual Labor Costs Associated with Locating and Copying Documents as provided by I.C. 9-338(8)(a)		
<i>PLANNING DEPARTMENT:</i>		
Design Departure Process fee		\$200.00
<i>RECREATION DEPARTMENT:</i>		
Field Reservation Tournament fee		\$50.00

DATED this 3rd day of October, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____