



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 17, 2006*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL  
OCTOBER 3, 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 October 3, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

**PROCLAMATION – PHYSICAL THERAPY MONTH:** On behalf of Mayor Bloem Councilman Hassell read the proclamation declaring October as “Physical Therapy Month” in the City. Dirk Baird accepted the proclamation.

**PRESENTATION – SUMMER CONCERT SERIES:** Chris Guggemos, Handshake Productions, who has been producing the City Park Summer Concert Series since 1995, presented a plaque to the City Parks Department for their support in making the Summer Concert Series such as success.

**PUBLIC COMMENTS:**

**CITIZEN CONCERNS:** Harold Hocker, 1413 E. Spokane Avenue, Coeur d'Alene, voiced his concerns of having the existing homeowners paying for development. He also suggested the newspaper provide explanations as to why court fines differ for different people.

**FIRE PREVENTION WEEK:** Deputy Fire Chief Dan Cochran, announced that October 8<sup>th</sup> through the 14<sup>th</sup> is “Fire Prevention Week”. Due to the recent fire-related deaths of three children, he urged parents to bring their children to the Fire Department if they see their children playing with matches. The Fire Department would also like to reinstate the fire-safety inspections of commercial and multi-residential buildings. Mayor Bloem suggested that the Fire Dept. be a guest on her monthly show.

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

1. Approval of minutes for September 18<sup>th</sup> and 19<sup>th</sup>, 2006.
2. Setting the Public Works Committee and General Services Committee meeting for October 9, 2006 at 4:00 p.m.
3. RESOLUTION 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.
4. Approval of bid specifications and authorization for staff to advertise for bids for Fire Station #2 Remodel and Training Facility construction.
5. SS-13-06 - Final Plat approval for Royal Crown Condominiums.

**DISCUSSION:** Captain Childers explained the terms Juvenile Crimes Unit, School Resource Officers and D.A.R.E. Officers as requested by Councilman Goodlander.

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

**COUNCIL ANNOUNCEMENT:**

**LIBRARY FUND RAISER:** Councilman Goodlander announced that on Oct. 8<sup>th</sup>, the Library along with Coeur d'Alene Homes will hold an auction with the sale of artwork. The fund raiser is called "It was a very good year". There are only 300 tickets available which can be obtained at the Library Foundation office.

**SANDERS BEACH:** Due to recent articles in the newspaper, Councilman Reid explained why the Council pursued the court action to determine the public/private property lines on Sanders Beach. She noted that negotiations have been going on for 14-15 years. In 2004, due to a number of factors including a turn over of ownership of the homes along E. Lakeshore Drive, the situation escalated between the public and private

property owners where the owners were calling the police to arrest citizens for trespass. The problem was in determining where the public property and private property line lies. Since 1991, the City has been trying to negotiate with the homeowners over the use of Sanders Beach. The City has also tried to negotiate the purchase of Sanders Beach; however, not knowing where the property line lies, it is not possible to negotiate the purchase of any property. So, in 2004, the City filed a friendly lawsuit to determine where the public/private property line actually is. The first judgment declared that private property is along the seawall. However, the homeowners appealed this decision and the Supreme Court declared that the public/private property line was at 2,128 feet.

**CDA TV VOLUNTEER:** Councilman McEvers introduced Josh Monteith who is CDATV's first volunteer. He recently graduated from Coeur d'Alene High School and is taking this year off until he goes to college next year. He has an interest in media and decided to volunteer his talents and time to CDATV.

**THE HIGH IS A LIE PROGRAM:** Councilman Reid announced that CDATV is running a program called The High is a Lie. The schedule is on the City's web site. She urged every citizen to watch this very informative and educational program about the effects of methamphetamines.

**APPOINTMENT - URBAN FORESTRY COMMITTEE AND LIBRARY BOARD:** Motion by Goodlander, seconded by Edinger to appoint Michael Cooper to the Urban Forestry Committee and Katie Saylor to the Library Board. Motion carried.

**POLICE DEPT. UNIFORMS - CHANGE IN COLOR:** Lieutenant Lee Brainard modeled the proposed uniform for the Police Department. Captain Steve Childers reported on the process the Police Department completed in order to propose the new uniform. He further noted that the old uniforms could possibly be used for the Youth Police Explorer program; however, one concern raised was the confusion it might cause the public. Motion by Goodlander, seconded by Hassell to approve changing the color of the City's Police uniforms. Motion carried.

#### 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.

Motion by Reid, seconded by Kennedy to adopt Resolution 06-063.

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

ORDINANCE NO. 3272  
COUNCIL BILL NO. 06-1032

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.

Motion by Edinger, seconded by Reid to pass the first reading of Council Bill No. 06-1032.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 06-1032 by its having had one reading by title only.

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

**PUBLIC HEARING - V-06-3 - VACATION OF UNDEVELOPED 10' PUBLIC ACCESS ADJOINING THE EASTERLY BOUNDARY OF LOT 9, BLOCK 2, BENTWOOD PARK, 3<sup>RD</sup> ADDITION:** Mayor Bloem read the rules of order for this public hearing. Gordon Dobler, Growth Services Director, gave the staff report.

Mr. Dobler gave the applicant's name as Charles Harzke, the location as the 10' public pedestrian access adjoining the easterly boundary of Lot 9, Block 2 in the Bentwood Park, 3<sup>rd</sup> Addition and the reason for the request as a vacation of the pedestrian access.

Mr. Dobler reported that this pedestrian access was a component of the Bentwood Park 3<sup>rd</sup> Addition preliminary subdivision plat that was approved in 1999. Due to the fact that this pedestrian access was never developed and it is not being utilized for the original intended purpose, coupled with the location of the 20<sup>th</sup> Street connection to Thomas Lane 430' to the east, vacating this parcel to the adjoining property owner should not have any adverse effect on the development or pedestrian movement in this subdivision. He

reported that 28 notices of this public hearing were sent out with 3 responses being received, one with a written comment.

**PUBLIC COMMENTS:** Chuck Harzke, 1942 E. Preakness Avenue, applicant, reported that in order to add a pedestrian sidewalk the electrical utility would have to be moved as well as some large trees. He would like to build a fence on this property and retain the trees and utility boxes in their existing location. Diana Raess, 2107 E. Thomas Lane, asked, if the vacation goes through and since she abuts the property, would she get half the property. If the vacation does go through, is there a survey team that would re-survey the property. Also, she asked if the vacation does go through, does the property get recorded at the County Recorders Office. Gordon Dobler responded that the property in question came entirely from the original Bentwood 3<sup>rd</sup> Addition subdivision and did not come off of the Beauty Park Subdivision or Bentwood Park 5<sup>th</sup> Addition subdivision as dedicated on the plats.

**DISCUSSION:** Councilman Kennedy asked what happens with the southern portion of the 10' pedestrian right-of-way. Mr. Dobler noted that since Beauty Park was a different subdivision as was Bentwood Park 5<sup>th</sup> Addition, staff is recommending vacating the full 10' to Lot 9 in Bentwood 3<sup>rd</sup> Addition since this is where the 10' right-of-way was originally dedicated.

Motion by Goodlander, seconded by Edinger to continue this public hearing to October 17, 2006. Motion carried.

**PUBLIC HEARING - ZC-9-06 - ZONE CHANGE AT 308 HAYCRAFT AVENUE:** Mayor Bloem read the rules of order for this public hearing. John Stamsos, Associate Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as Becky Randles, the location as an approximate 10,367 sq. ft. parcel located at 308 W. Haycraft and the reason for the request as a zone change from R-12 to C-17L.

He went on to give the staff analysis for land use/neighborhood characteristics, Comprehensive, utilities, and streets/traffic. The Planning Commission heard this request on August 22, 2006 and recommended approval of this zone change by a vote of 3-0. On September 15, 2006 a total of 41 notices of this public hearing were mailed with responses being received 2 - 0 in favor, 1 opposed, 1 neutral. Written comments were distributed for Council review.

**PUBLIC COMMENTS:** Becky Randle, 6744 E. Eden Court, Rathdrum, representing Holiday Gas Station Store, distributed a copy of the proposed site plan for the subject property which included widening the entrance/exit access and adding parking spaces to accommodate both patrons and employees. She noted that the fencing and landscaping that currently exists would be done at the new property lines if the zone change is

approved. She also noted that the owners would save as many trees as possible on this property.

MOTION: Motion by Reid, seconded by Hassell to approve the zone change from R-12 to C-17L at 308 W. Haycraft and to adopt the Findings and Order of the Planning Commission.

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

**PUBLIC HEARING - AMENDING/CREATING VARIOUS CITY FEES:** Mayor Bloem read the rules of order for the public hearing. Finance Director Troy Tymesen gave the staff report.

Mr. Tymesen reported that 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 - \$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 - \$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 and 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 - \$20.00 for residents; \$25.00 for non-residents: CPR Classes are a new training program offered by the Fire Department to area residents. The fee proposed will help defray the cost for the administration of the program including materials and supplies.

CDA TV - DVD reproduction costs - \$30/program to be copied: The CDATV Committee is proposing a fee of \$30.00 per program for 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 and 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 location 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 - \$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.

Bulk water use fees: Permanent Stations - \$25.00 key deposit and \$1.11/1,000 gallons of bulk water drawn; Portable Stations - \$25.00 monthly rental fee, \$100.00 installation fee, \$600.00 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 18<sup>th</sup>, 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 - \$4.00/foot; High Quality - \$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.

Increasing Field Lighting Fee from \$20.00/hr. to \$30.00/hr.: This fee was last increased 5 years ago. With the increase in energy, personnel, mileage and sales tax the cost to turn on the lights for one hour is approximately \$19.00/hour. Staff is recommending an increase to \$30.00/hour. This would allow funds for future costs increases and bulb replacement.

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

#### RESOLUTION NO. 06-064

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

Motion by Hassell, seconded by Edinger to adopt Resolution 06-064 as amended.

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

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

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

The Council entered into Executive session at 7:43 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator, City Attorney and Finance Director.

Matters discussed were those of hiring and litigation. No action was taken and the Council returned to their regular meeting at 8:15 p.m.

**FEDERAL COURTHOUSE PROPERTY DISPOSITION:** The Council discussed the U.S. General Services Administration's property disposition process of the existing courthouse after they vacate the premises.

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

The meeting adjourned at 8:30 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, CMC  
City Clerk

RESOLUTION NO. 06-065

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 CHANGE ORDERS ONE (1) AND TWO (2) FOR PLANNED ENGINEERING CONSTRUCTION, INC. FOR CIPP PROJECT AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH THORCO, INC. FOR THE RAMSEY II FIELD LIGHTING AND SCOREBOARD.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 2" and by reference made a part hereof as summarized as follows:

- 1) Approval of Change Orders One (1) and Two (2) for Planned Engineering Construction, Inc. for CIPP Project;
- 2) Award of Bid and Approval of a Contract with Thorco, Inc. for the Ramsey II Field lighting and Scoreboard;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 2" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 17<sup>th</sup> day of October, 2006.

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Sandi Bloem, Mayor

ATTEST

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Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**PUBLIC WORKS COMMITTEE STAFF REPORT**

**DATE:** October 9, 2006  
**FROM:** Jim Dunn, Wastewater Project Manager  
**SUBJECT:** CIPP Project Change Orders

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**DECISION POINT:**

The Council may wish to sign Change Orders for the 2006 CIPP project with the contractor, Planned Engineered Construction (PEC).

**HISTORY:**

Wastewater has funds available due to very competitive bidding of this years construction projects. The contractor has submitted Change Order Proposals that are less than their bid item prices. Work to be preformed is:

- Alley between Garden Avenue and Foster Avenue from 1st Street to 3rd Street.
- Foster Avenue from 5th Street to 6th Street.

Doing this additional work under the current contract as a Change Order is a present and future savings to the Wastewater Utility.

**FINANCIAL ANALYSIS:**

Change Order One (1) Clean and inspect 1,013 lineal feet of existing pipe \$1,013.00  
Change Order Two (2) CIPP rehabilitation 1,013 lineal feet of pipe which includes reinstating approximately 28 laterals in the amount of \$23,987.00.  
Total of Change Orders \$25,000.00

**PERFORMANCE ANALYSIS:**

Wastewater Utility Sewer Rehabilitation Budget has sufficient funding available for these Change Orders.

**RECOMMENDATION:**

Accept and sign Change Order One (1) and Change Order Two (2) for Planned Engineering Construction, Inc. in the total amount of \$25,000.00.

# CHANGE ORDER

ONE (1)

DATE OF ISSUANCE: September 18, 2006

EFFECTIVE DATE: September 18, 2006

PROJECT: CITY OF COEUR D'ALENE - 2006 WASTEWATER PROJECTS  
CIPP REHABILITATION - BASE BID PLUS ADDITIVE ALTERNATE #1

OWNER: City of Coeur d'Alene

OWNER's Contract No.

CONTRACTOR: Planned and Engineered Construction, Inc. ENGINEER: J-U-B ENGINEERS, Inc.

*You are directed to make the following changes in the Contract Documents*

**Description:**

Clean and perform pre-installation CCTV of three additional reaches totaling 1,013 LF.  
Cost is \$1.00 per Linear Foot at 1,013 LF for increase in project of \$1,013.00. The sewer reaches are:  
- Alley between Garden Avenue and Foster Avenue from 1st Street to 3rd Street (728 LF)  
- Foster Avenue from 5th Street to 6th Street (285 LF)

**Reason for Change Order:**

May add additional reaches to the project.

**Attachments: (List documents supporting change):**


None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$263,213.50	Original Contract Times Ready for final payment: September 30, 2006
Net changes from previous Change Orders No. -0- to No. -0- \$0.00	Net changes from previous Change Orders No. -0- to No. -0-
Contract Price prior to this Change Order \$263,213.50	Contract Times prior to this Change Order Ready for final payment: September 30, 2006
Net Increase/Decrease of this Change Order \$1,013.00	Net Increase (decrease) of this Change Order -0- Days
Contract Price with all approved Change Orders \$264,226.50	Contract Times with all approved Change Orders Ready for final payment: September 30, 2006

RECOMMENDED:

APPROVED:

ACCEPTED:

BY:   
Engineer (Authorized Signature)  
DATE: 9/26/06

BY: \_\_\_\_\_  
Owner (Authorized Signature)  
DATE: \_\_\_\_\_

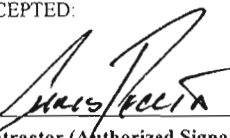
BY:   
Contractor (Authorized Signature)  
DATE: 9/25/06

EXHIBIT "1"

## CHANGE ORDER

TWO (2)

DATE OF ISSUANCE: September 25, 2006

EFFECTIVE DATE: September 25, 2006

PROJECT: CITY OF COEUR D'ALENE - 2006 WASTEWATER PROJECTS  
CIPP REHABILITATION - BASE BID PLUS ADDITIVE ALTERNATE #1

OWNER: City of Coeur d'Alene

OWNER's Contract No.

CONTRACTOR: Planned and Engineered Construction, Inc. ENGINEER: J-U-B ENGINEERS, Inc.

*You are directed to make the following changes in the Contract Documents*

**Description:**

Provide CIPP rehabilitation of three additional reaches totaling 1,013 LF. Work includes reinstating 28 laterals, post-installation CCTV inspection, traffic control, bypass pumping, mobilization, necessary testing, and related items of work as required in the Contract Documents. The sewer reaches (from C.O. 1) are:

- Alley between Garden Avenue and Foster Avenue from 1st Street to 3rd Street (728 LF)
- Foster Avenue from 5th Street to 6th Street (285 LF)

Work shall be completed on a lump sum basis for the amount noted below.

**Reason for Change Order:**

Add additional reaches to the project.

**Attachments: (List documents supporting change):**


None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price <u>\$263,213.50</u>	Original Contract Times Ready for final payment: <u>September 30, 2006</u>
Net changes from previous Change Orders No. -0- to No. 1 <u>\$1,013.00</u>	Net changes from previous Change Orders No. -0- to No. 1 <u>-0- Days</u>
Contract Price prior to this Change Order <u>\$264,226.50</u>	Contract Times prior to this Change Order Ready for final payment: <u>September 30, 2006</u>
Net Increase/Decrease of this Change Order <u>\$23,987.00</u>	Net Increase (decrease) of this Change Order <u>6 Days - Final Completion date of October 6, 2006</u>
Contract Price with all approved Change Orders <u>\$288,213.50</u>	Contract Times with all approved Change Orders Ready for final payment: <u>October 6, 2006</u>

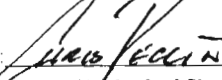
RECOMMENDED:

APPROVED:

ACCEPTED:

BY:   
Engineer (Authorized Signature)  
DATE: 9/26/06

BY: \_\_\_\_\_  
Owner (Authorized Signature)  
DATE: \_\_\_\_\_

BY:   
Contractor (Authorized Signature)  
DATE: 9/25/06

**Staff Report  
City Council  
October 17, 2006**

**Decision Point:**

Does the City Council want to award a bid of \$62,450.00 for instillation of field lighting at Ramsey field#2, alternate bid number 2 of \$3,685.00 for instillation power and scoreboard Ramsey field #2 and alternate bid number 3 instillation of \$3,545.00 for power and scoreboard at Ramsey field #3 to THORCO Electric?

**History:**

This bid is completing phase 3 of lighting at Ramsey Park and has been identified in the City Strategic Plan as a goal for the Recreation Department.

**Financial Impact:**

The City received one bid that was from THORCO. The Department had budgeted \$64,000.00 for the field lighting and has \$10,000 budgeted for Scoreboards instillation. Total Cost for all three projects is \$69,680.00

**Recommendation:**

Staff recommends acceptance of the bids from THORCO Electric for Ramsey Park #2 Field lighting and scoreboards at Fields #2 and #3.

Steve Anthony

Recreation Director



## CONTRACT

THIS CONTRACT, made and entered into this 17<sup>th</sup> 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 **THORCO, INC.**, 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 4929 Industrial Ave, PO Box 2167, Coeur d' Alene, Idaho 83814, hereinafter referred to as the "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the installation of the **Ramsey II Field Lighting and Scoreboards** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of said city, which plans and specifications are incorporated herein by reference.

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

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR's** acts or omissions in performance of this contract. The **CONTRACTOR** 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 **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed Sixty Nine Thousand Six Hundred Eighty Dollars and No/100 Dollars (\$69,860.00) as hereinafter provided [Ramsey Field Lighting - \$62,450.00; Ramsey II Scoreboard - \$3,685 and Ramsey III Scoreboard - \$3,545]. Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The Contract work shall be completed no later than **December 8, 2006**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of \$1,000.00 per calendar day, which sums shall not be construed as a penalty.

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

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

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens

upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

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

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

The term "CONTRACT DOCUMENTS" are defined in Section 2 of the Contract Documents, entitled "Standard General Conditions of the Construction Contract."

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

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

**CITY OF COEUR D'ALENE,**

**CONTRACTOR:  
THORCO, INC.**

\_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 17<sup>th</sup> 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 IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of October, 2006, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Thorco, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# **PUBLIC WORKS COMMITTEE**

## **STAFF REPORT**

**DATE:** October 9, 2006  
**FROM:** Gordon Dobler, Engineering Services Director  
**SUBJECT:** Approval of Standard Drawing for Driveway

---

### **DECISION POINT**

Staff is requesting Council approval of a standard drawing for driveways when the sidewalk is adjacent to the curb.

### **HISTORY**

With the recent interpretation from the Legal department of ADA compliance requirements, it was determined that it was necessary to revise our driveway standards to allow a 3' level path across the driveway area. Because there are areas where additional right-of-way cannot reasonably be obtained there is a need for a standard that accommodates a 3' level area inside a 5' right-of-way.

### **FINANCIAL ANALYSIS**

Per the recently adopted sidewalk compliance policy, existing non-complying driveways would be required to be replaced when improvements valued at more than \$15,000 are being installed. The cost of removal and replacement is estimated to range from \$1500 to \$2500.

### **PERFORMANCE ANALYSIS**

Our former driveway standard transitioned from gutter to sidewalk elevation in 5'. The new standard makes this transition in 2' which means it will be steeper and more difficult for vehicles with low ground clearance. However there are many older driveways in the City constructed this way and many of the newer subdivision used rolled curb with a similar transition.

### **RECOMMENDATION**

Staff recommends Council approve the attached proposed driveway standard and direct and direct staff to prepare a resolution adopting the standard.

RESOLUTION NO. 06-066

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A REVISED STANDARD DRAWING FOR PUBLIC WORKS CONSTRUCTION.

WHEREAS, the City Council adopted a policy establishing Standard Drawings pursuant to Resolution No. 99-086 on May 18<sup>th</sup> 1999, as amended by Resolution No. 02-009 on November 26<sup>th</sup>, 2001; and as amended by Resolution No. 04-102 on November 16<sup>th</sup>, 2004; and as amended by Resolution No. 06-019 on March 21, 2006; and

WHEREAS, the City Engineer has proposed a revision to the Standard Drawings listed as C-6B / Standard Driveway Approach w/o Park Strip; and

WHEREAS, the Public Works Committee has reviewed the proposed revision to the Standard Drawings at their October 9, 2006 meeting and has recommended that the City of Coeur d'Alene adopt the revised Standard Drawing for Public Works Construction, a copy of which is attached as Exhibit "1". A full version of the Standard Drawings is on file in the office of the City Clerk; and,

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such revised Standard Drawing for Public Works Construction be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the revised Standard Drawing for Public Works Construction be and is hereby adopted.

DATED this 17<sup>th</sup> day of October, 2006.

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Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

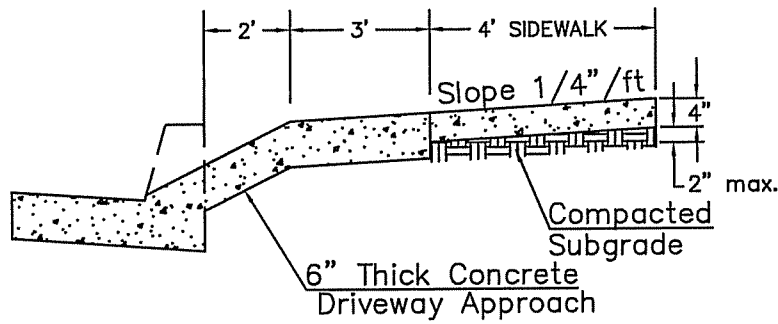
COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

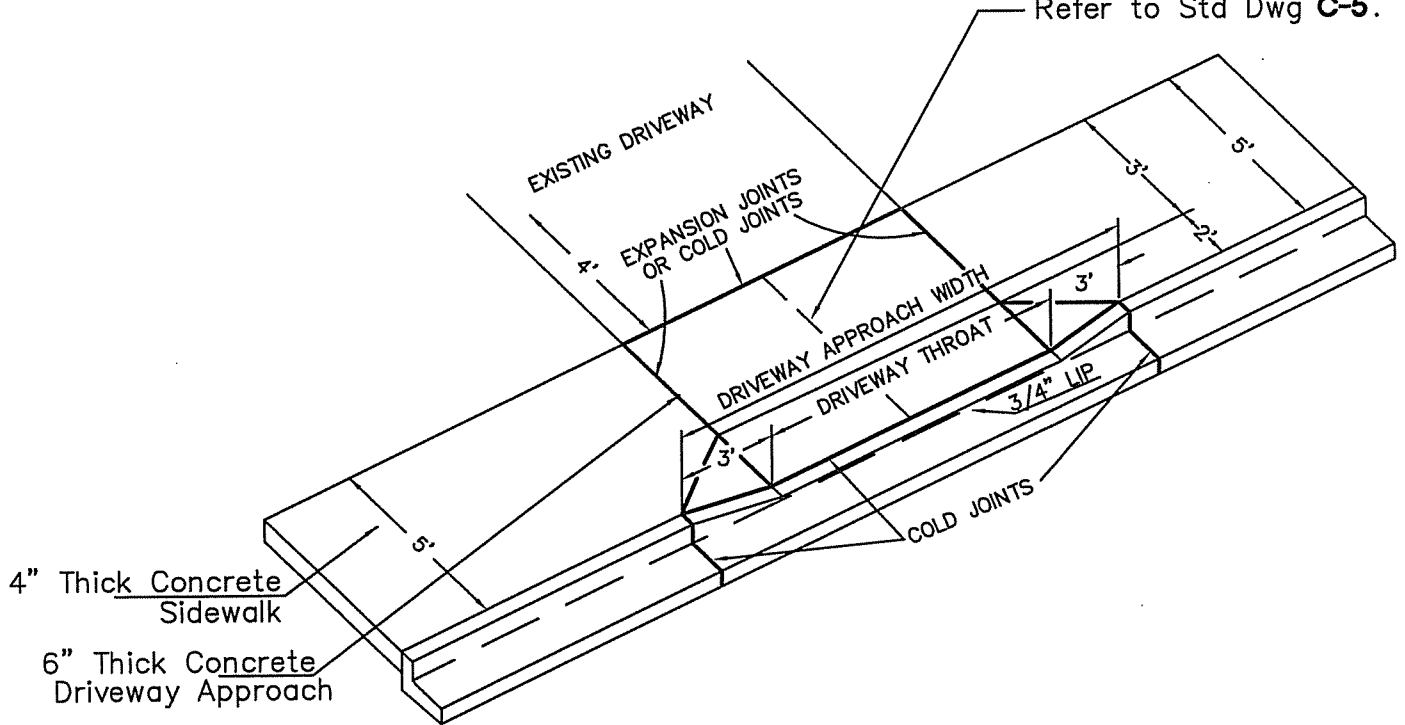
COUNCIL MEMBER REID Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



**APPROACH SECTION**

Weakened Plane Joint  
Required when Driveway  
Width Exceeds 24 Feet  
Refer to Std Dwg **C-5**.



1. Residential approach width - 16' Min. - 36' Max.
2. Commercial approach width - 18' Min. - 40' Max.
3. See Std. Dwg. **C-11** for Driveway Locations.
4. Concrete shall be a minimum 28 day compressive strength of 3000 PSI.

REVISION	APPROVED	DATE	CITY OF COEUR d'ALENE STANDARD DRAWING	APPROVED BY:
			<b>STANDARD DRIVEWAY APPROACH w/o PARK STRIP</b>	CITY ENGINEER, PE 7432
				DWG NO. <b>C-6B</b>
				DATE:



RESOLUTION NO. 06-067

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
DECLARING AN ANNUAL LEAF OR GARDEN WASTE COLLECTION.

WHEREAS, the City of Coeur d'Alene has, for a number of years, conducted an annual leaf pickup program; and

WHEREAS, at the request of Kootenai County in 1990, the City Council of the City of Coeur d'Alene adopted a Covered Load Ordinance which contained provisions that the City Council might annually declare a leaf and garden waste collection period during which portions of the covered load ordinance would not apply; and

WHEREAS, it is in the best interests of the City of Coeur d'Alene and the citizens there of that during the annual leaf pickup program, certain provisions of the Coeur d'Alene Municipal Code Section 8.36.130 regarding covering loads of leaf or garden waste need not apply; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby declares that from Wednesday, November 1, 2006 to Friday, December 1, 2006, individuals transporting leaves or garden waste need not comply with the covered load requirements of Coeur d'Alene Municipal Code Section 8.36.130A.

BE IT FURTHER RESOLVED, that the other provisions of Section 8.36.130B prohibiting the unlawful placing of litter and debris on the streets or property of the City of Coeur d'Alene shall remain in full force and effect.

DATED this 17<sup>th</sup> 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 EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

Kathy Please call Angelo Monday cell # 651-5745

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

6 months @ 25-Sept

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

[Office Use Only] Amt Pd 150.00  
 Rec No 197591  
 Date 6/21/06  
 Date to City Council: 7/5/06  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00

Business Name	Bambino's Pizza + Gelato		
Business Address	726 N 4th St (407 Reid)		
City State Zip	CDA	ID	83814
Business Contact	Telephone Number:	Fax:	
Manager Name	Angelo Brunson		
Manager Home Address	525 W Summit Ave		
Manager Information	Social Security No. <u>[REDACTED]</u>	Date of Birth <u>[REDACTED]</u>	
Manager Contact	Telephone: 665-7659	Cell: N/A	e-mail:
Manager Place of Birth	Seattle, WA		
License Applicant	Angelo Brunson		
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership <u>LLC</u> Other
Address of Applicant	Same		
Applicants Prior Address for past five years	723 N 3rd	CDA	83814
	816 N 8th	CDA	83814
Applicants Prior Employment for past 5 years	Angelo's Ristorante Market St Cafe Brix Restaurant		

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

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

[Office Use Only] Amt Pd 250 (or to 2007)  
 Rec No 221958  
 Date 10/10/06  
 Date to City Council: 10/17/06  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	<u>\$250.00 per year</u>
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	<u>\$ 25.00</u>

Business Name	<u>Daisy J's LLC</u>
Business Address	<u>5417 N. Government Way #3</u>
City, State, Zip	<u>Coeur d' Alene, ID 83815</u>
Business Contact	Telephone Number: _____ Fax: _____ <u>208-661-3932</u>
Manager Name	<u>Jennifer Rea</u>
Manager Home Address	<u>834 N. 16th Street Coeur d' Alene, ID 83814</u>
Manager Information	Social Security No. <u>[REDACTED]</u> Date of Birth <u>[REDACTED]</u>
Manager Contact	Telephone: <u>661-3932</u> Cell: <u>661-3932</u> e-mail: <u>jrea_10@hotmail.com</u>
Manager Place of Birth	<u>Newport, WA</u>
License Applicant	<u>Jennifer Rea</u>
Filing Status (circle one)	Sole Proprietor Corporation Partnership <u>LLC</u> Other
Address of Applicant	<u>834 N. 16th Street Coeur d' Alene, ID 83814</u>
Applicants Prior Address for past five years	<u>944 N. 5th Street Coeur d' Alene, ID 1616 College Way Coeur d' Alene, ID 710 E. Lakeside Ave. #4 Coeur d' Alene, ID 409 Park Drive Coeur d' Alene, ID 938 Peachtree Drive Moscow, ID</u>
Applicants Prior Employment for past 5 years	<u>Caffe Liberte Liberty Lake, WA Quicksilver Studios Coeur d' Alene, ID Zi Spa Coeur d' Alene, ID The Body Spa Spokane Valley, WA Beverly's Restaurant Coeur d' Alene, ID</u>

DATE: OCTOBER 11, 2006  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 5, 2006

Mayor Bloem,


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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-10-06	Zone change from R-12 (Residential at 12 units/acre) to C-17 (Commercial at 17 units/acre) Applicant: Ron Ayers Location: 1101, 1103 & 1113 West Davidson Avenue	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **December 5, 2006.**

JS:ss

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 9, 2006  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** **Vacation of Undeveloped Public Right-of-Way Adjoining the  
Westerly Boundary of Lot 13, Block 2 of the Woodland Estates  
Plat**

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**DECISION POINT:**

Matt and Misty Ferris, applicants and owner of said Lot 13, are requesting the vacation of the undeveloped public r/w adjoining the westerly boundary of their property in the Woodland Estates subdivision.

**HISTORY:**

The noted right-of-way was platted in 1991 and the State of Idaho gravel pit adjoins subject r/w on the west. The requested r/w vacation is a half street section encompassing an area thirty feet (30') in width, +/- 80' in length (map attached), and contains a high pressure gas line that is in an easement which occupies twenty feet (20') of the thirty foot (30') r/w. Per the plat document and Idaho Public Utilities regulations, no structures can be erected over the gas pipeline or within the easement.

**FINANCIAL ANALYSIS:**

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

**PERFORMANCE ANALYSIS:**

The r/w is unbuildable due to the presence of the existing gas pipeline, therefore, no structures would be permitted to be erected on the site. The existing easement would be preserved should the vacation be approved, thus all existing restrictions would continue in place. The probability of a roadway ever being constructed in the r/w is doubtful due to the presence of the State gravel pit on the west and the fact that the r/w would not lead anywhere, plus the right-of-way to the north was recently vacated by the City Council on July 18, 2006.

**SUMMARY:**

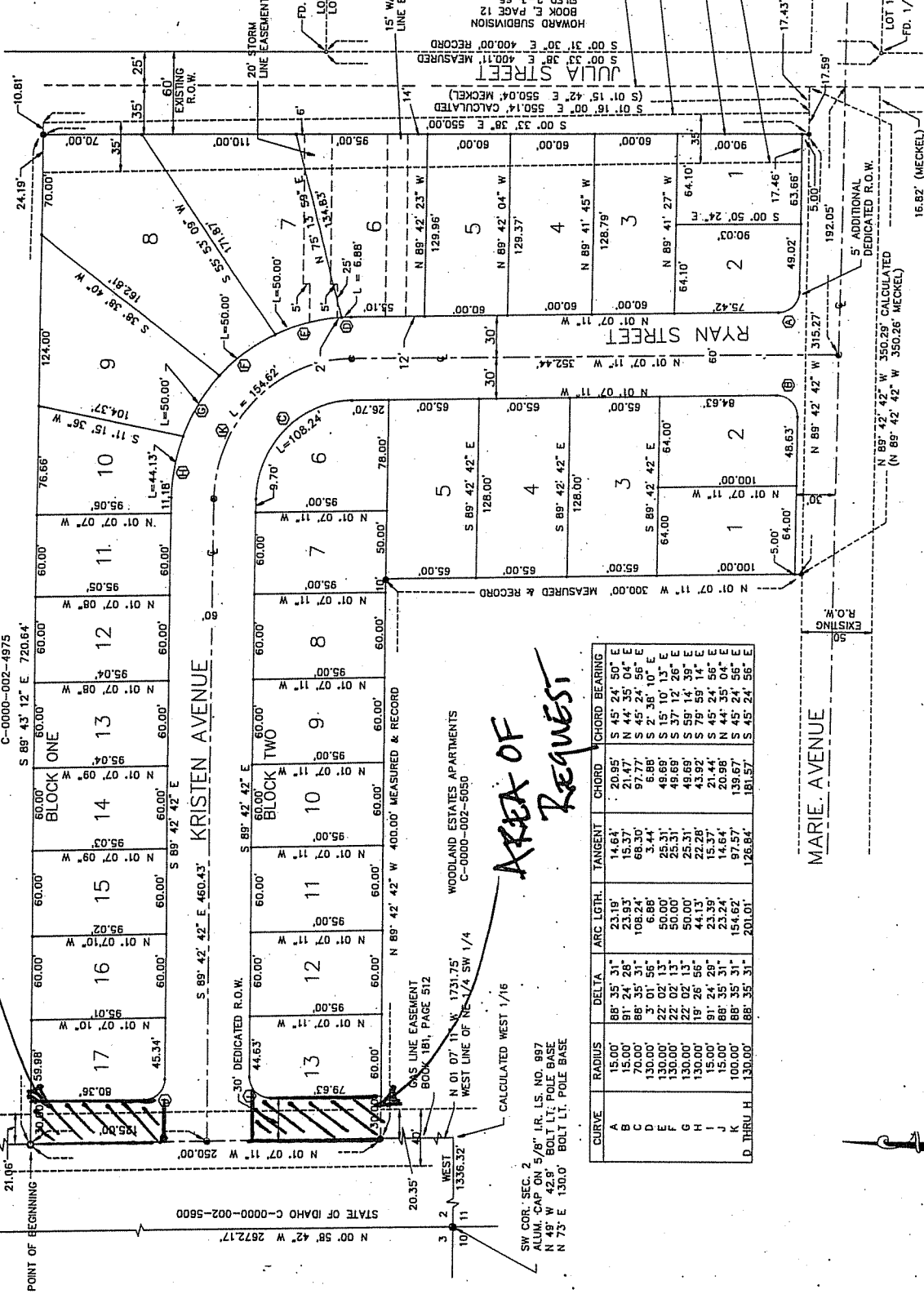
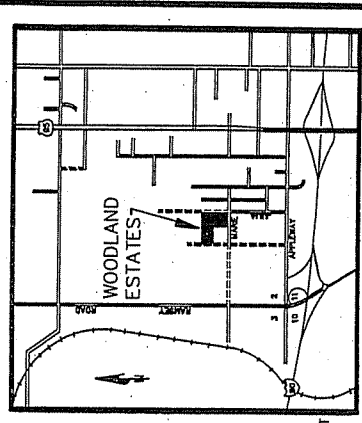
The applicant is requesting the vacation of r/w that has been in place since 1991 and never developed. Two-thirds of the r/w is underlain by a gas pipeline easement that precludes the construction of any structures over it. The probability of a roadway being constructed within the r/w is doubtful due to the apartments situated to the south and the recent vacation of the adjacent r/w to the north. If the Public Works Committee approves the request, it is recommended that the Committee direct staff to proceed with the vacation process per Idaho State Code, Section 50-1306A, and, recommend the setting of a public hearing on the vacation request before the City Council for November 21, 2006.

1206863  
VICINITY MAP

Book F page 291

VACATED July 2006

W 1/4 COR. SEC. 2 2" ALUM. CAP ON 5/8" IR. LS. NO. 1316  
S 45' W 31.95' TEL. POLE, N 53' W 40.70' 24" PINE, N 40' E 26.30' PWR POLE  
S 89° 42' 42" E 1329.87' CENTER WEST 1/16  
S 01° 07' 11" E 684.80



AREA OF  
Request

CURVE	RADIUS	DELTA	ARC LGTH.	TANGENT	CHORD	CHORD BEARING
A	15.00'	88° 35' 31"	23.10'	14.63'	14.63'	S 45° 24' 56" E
B	15.00'	91° 24' 28"	23.03'	15.37'	21.47'	N 47° 55' 04" E
C	70.00'	88° 35' 31"	108.24'	68.30'	97.77'	S 45° 24' 56" E
D	130.00'	3° 01' 56"	6.88'	3.44'	6.88'	S 2° 38' 10" E
E	130.00'	22° 02' 13"	50.00'	25.31'	48.69'	S 15° 10' 13" E
F	130.00'	22° 02' 13"	50.00'	25.31'	48.69'	S 37° 12' 26" E
G	130.00'	22° 02' 13"	50.00'	25.31'	48.69'	S 79° 59' 14" E
H	130.00'	19° 26' 56"	44.13'	22.28'	43.92'	S 45° 24' 56" E
I	15.00'	91° 24' 29"	23.39'	14.64'	20.98'	N 44° 35' 04" E
J	15.00'	88° 35' 31"	23.24'	15.37'	21.44'	S 45° 24' 56" E
K	100.00'	88° 35' 31"	154.62'	97.57'	139.67'	S 45° 24' 56" E
L	130.00'	88° 35' 31"	201.01'	126.84'	181.57'	S 45° 24' 56" E

SYMBOLS

- IRON MARKERS FOUND
- 1/2" X 24" IRON ROD SET
- 5/8" X 30" IRON ROD SET
- 2" X 35" PIPE WITH BRASS CAP
- SET POINT OF BEGINNING
- 5/8" X 30" IRON ROD SET IN MONUMENT BOX
- GOVERNMENT MONUMENT

WOODLAND ESTATES

SOUTHWEST QUARTER, SECTION 2, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.  
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SCALE: 1"=50'  
50 25 0 50 FT.

BASIS OF BEARING  
N 01° 07' 11" W ALONG THE WEST LINE  
OF THE NE 1/4 SW 1/4 SEC. 2 PER MECKEL SURVEY OF  
10-10-75 (UNRECORDED)


KIMBALL ENGINEERING P.A.  
CONSULTING ENGINEERS  
(208) 773-0927  
419 FREDERICK POST FALLS, IDAHO 83854

FINAL PLAT FOR  
WOODLAND ESTATES  
DATE: 1-18-91 DESIGNED BY: JMK  
DRAWN BY: CAG

FOR RECORD DISTANCES WHERE  
THIS PLAT ADJOINS WOODLAND  
ESTATES APARTMENTS REFER TO  
MECKEL SURVEY OF 7-7-77  
(UNRECORDED)

10/2

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 17, 2006  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Autumn Crest Condominiums, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat of the Autumn Crest Condominiums, a one building, seventeen (17) unit residential condominium development.

**HISTORY**

**Applicant:** Dwight Dirkmaat  
D.A.C., Inc.  
PO Box 203  
Hayden, ID 83835

**Location:** Second Street, north of Anton Avenue.

**Previous Action:**

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

**FINANCIAL ANALYSIS**

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

**PERFORMANCE ANALYSIS**

The subject property is occupied by the existing residential structure. All site development issues were previously addressed at the time the building permit was issued and the building constructed.

**QUALITY OF LIFE ANALYSIS**

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

**DECISION POINT RECOMMENDATION**

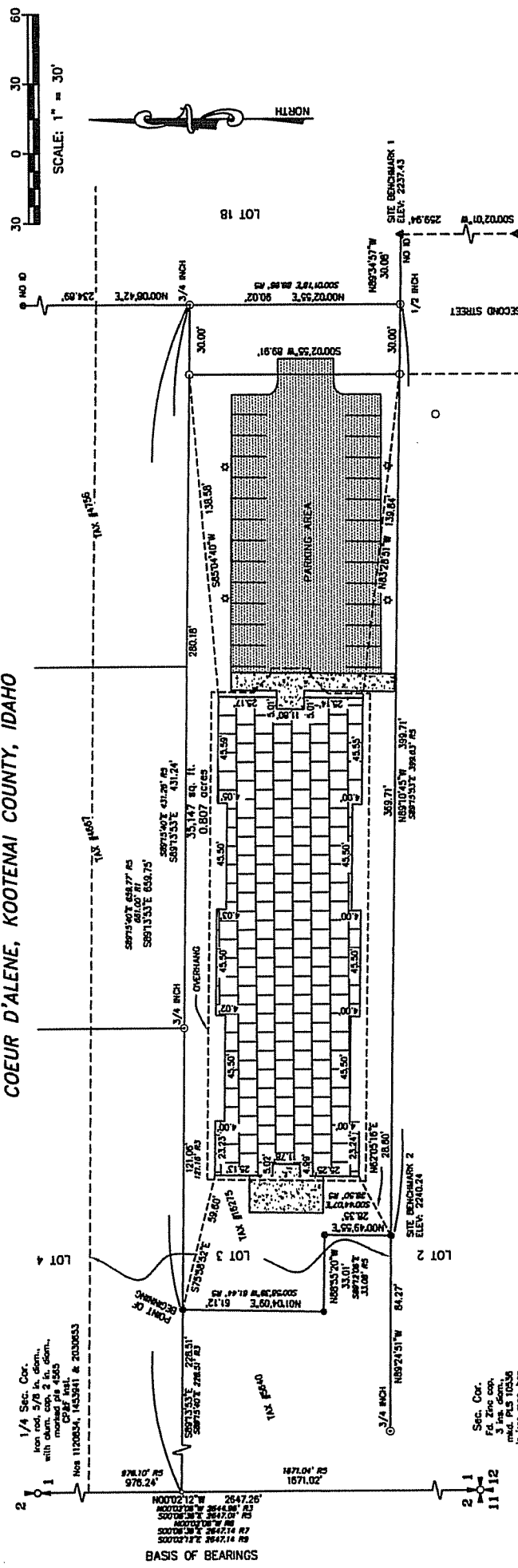
1. Approve the final plat of the Autumn Crest Condominiums.



# AUTUMN CREST CONDOMINIUMS

WITHIN A PORTION OF LOT 3 OF THOMAS ADDITION WITHIN A  
PORTION OF THE NW1/4, SEC. 1, T.50N., R.4W., B.M., CITY OF  
COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
No. \_\_\_\_\_



### LEGEND

- FOUND A 5/8 INCH DIAMETER IRON ROD WITH A PLASTIC CAP MARKED PLS 6602 OR AS NOTED.
- FOUND AN IRON PPEL SIZE AS NOTED
- ▲ FOUND A 1/2 INCH IRON ROD MARKED PLS 9887 OR AS NOTED.
- SET A 5/8 INCH DIAMETER IRON ROD WITH A PLASTIC CAP MARKED PLS 11119
- CALCULATED POINT (NOTHING FOUND OR SET)
- P.O.B. POINT OF BEGINNING
- (R#P) SURVEYS OF RECORD & PRIOR SURVEYS
- BUILDING
- ASPHALT SURFACE
- CONCRETE SURFACE
- FENCE AS NOTED
- ★ LIGHT POLE

### PRIOR SURVEYS

DATE	RECORDING INFORMATION	THOMAS ADDITION
MAR. 1908	E. L. GERESH	THOMAS ADDITION
APR. 1979	PLS 3451	BK. 1, PG. 238
APR. 1987	PLS 4164	BK. 6, PG. 10
JUN. 1983	PLS 4458	BK. 13, PG. 85
AUG. 1983	PLS 6602	BK. 13, PG. 181
NOV. 1985	PLS 881	BK. 18, PG. 6
JUL. 2001	PLS 5079	BK. 1, PG. 72
JUL. 2001	PLS 5079	BK. 1, PG. 72
AUG. 2003	PLS 6862	BK. 1, PG. 481 & 481A
AUG. 2003	PLS 772	BK. 1, PG. 482 & 482A

### SURVEYOR'S NOTES

- FIRST AMERICAN TITLE COMPANY COMMITMENT NUMBER 159961-C, COMMITMENT DATED MAY 1, 2006 WAS USED IN PREPARATION OF THIS SURVEY. DOCUMENTS RECORDED SUBSEQUENTLY MAY HAVE CHANGED THE EXCEPTIONS IN THE REPORT.
- SURVEY TIES TO BUILDING CORNERS ARE TO THE EXTERIOR CORNERS OF THE BUILDING.
- BUILDING DIMENSIONS, FLOOR ELEVATIONS AND CEILING ELEVATIONS ARE FROM AS-BUILT MEASUREMENTS AND MAY VARY SLIGHTLY DUE TO OBSTRUCTIONS SUCH AS FURNITURE, CARPET, DRYWALL, FLOORING AND CABINETS.
- THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE ON SHEET 3 OF 3, TOGETHER WITH INDIVIDUAL UNIT 2006S AND THE AUTUMN CREST CONDOMINIUM ASSOCIATION, IN ACCORDANCE WITH THE CONDOMINIUM DECLARATIONS ON FILE UNDER INSTRUMENT NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 2006.
- THIS PROPERTY MAY BE SUBJECT TO NUMEROUS EASEMENTS. THIS PLAT DOES NOT ATTEMPT TO SHOW OR DESCRIBE EASEMENTS WITHIN THE PROPERTY. THE PROPERTY IS TO BE USED AS A RESIDENTIAL EASEMENT. THE USES OR PHYSICAL FEATURES OF THE PROPERTY, IDEAS SUCH AS THE ADJACENT ROADS ARE SHOWN ACCORDING TO THE ASSESSOR MAP OR OTHER SOURCES AND ARE FOR INFORMATIONAL PURPOSES ONLY.
- ALL AREA SHOWN IS COMMON AREA WITH THE EXCEPTION OF EACH INDIVIDUAL UNIT AS SHOWN ON SHEET 2 OF 3. THE ROOM SHOWN AS A MECHANICAL ROOM AND LIGHT ROOM IS COMMON AREA. EACH INDIVIDUAL UNIT HAS A 1/717 TH INTEREST IN THE COMMON AREA.

### BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, WGS84 (NAD 83) ADJUSTED TO THE NORTH CORNER OF SECTION 12, T.50N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO. THE BEARINGS AT THE SOUTH QUARTER CORNER OF SECTION 12 THE CONVERGENCE ANGLE OF -0°43'59" IS ADDED TO THE NORTHWEST AND SOUTHEAST BEARINGS AND SUBTRACTED FROM THE NORTHEAST AND SOUTHWEST BEARINGS. THE PROJECT COMBINED ADJUSTMENT FACTOR IS 0.999993865 TO ADJUST GROUND COORDINATES TO GRID COORDINATES AT THE SOUTH QUARTER CORNER OF SECTION 12 USING A PROJECT ELEVATION OF 2133.00 FT. ALL BEARINGS SHOWN ARE STATE PLANE GRID AND ALL DISTANCES SHOWN ARE GROUND.

### PURPOSE OF SURVEY

THIS IS A CONDOMINIUM PLAT FOR THE PURPOSE OF CONVERTING EXISTING APARTMENTS TO CONDOMINIUMS. THIS IS NOT A LAND DIVISION.

### SURVEYOR'S CERTIFICATE

I, DUSTY B. OSBERMAYER, PROFESSIONAL LAND SURVEYOR No. 11119 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED "AUTUMN CREST CONDOMINIUMS" MORE PARTICULARLY DESCRIBED IN THE OWNER'S CERTIFICATE, SHOWN ON SHEET 3 OF 3 OF THIS SURVEY, AND IS IN CONFORMANCE WITH THE IDAHO CONVEYANCE ACT AND SUBDIVISIONS AND IS IN CONFORMANCE WITH THE CONDOMINIUM PROPERTY ACT, IDAHO CODE TITLE 55, CHAPTER 15, 1501-1524.



DUSTY B. OSBERMAYER PLS 11119 DATE \_\_\_\_\_

**MECKEL ENGINEERING & SURVEYING**  
DUSTY B. OSBERMAYER, PLS 11119  
11119  
PROFESSIONAL LAND SURVEYOR  
STATE OF IDAHO

**MECKEL ENGINEERING & SURVEYING**  
DUSTY B. OSBERMAYER, PLS 11119  
11119  
PROFESSIONAL LAND SURVEYOR  
STATE OF IDAHO

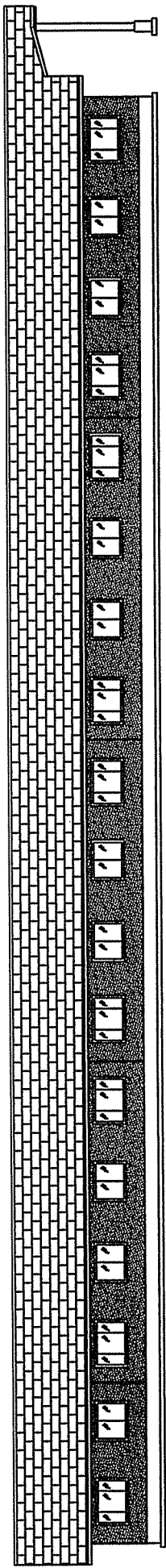
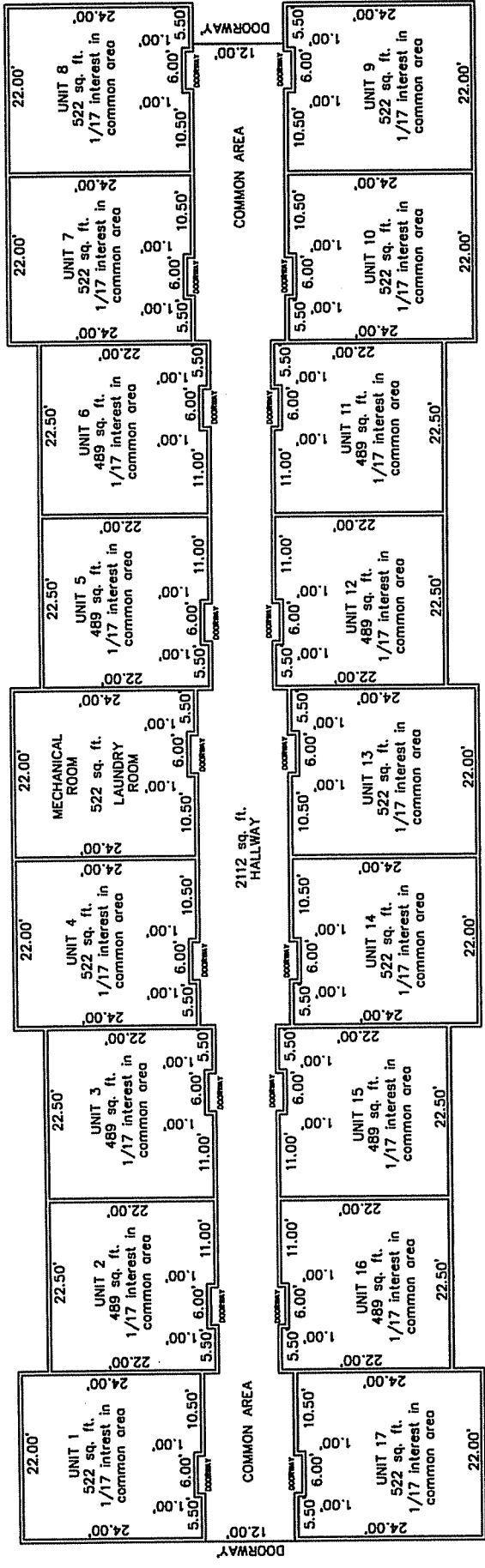
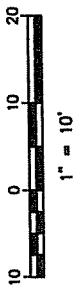
SHEET 1 OF 3  
DRAWN: DBO & SHK  
DATE: JUN. 1, 2006  
CHECKED: SMR  
CREW: ASH; DEG; SJR  
JOB NO. TH006033  
DWG FILE: TH006033P

AUTUMN CREST CONDOMINIUMS  
WITHIN A PORTION OF LOT 3 OF THOMAS ADDITION WITHIN A PORTION OF THE NW1/4, SEC. 1, T.50N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

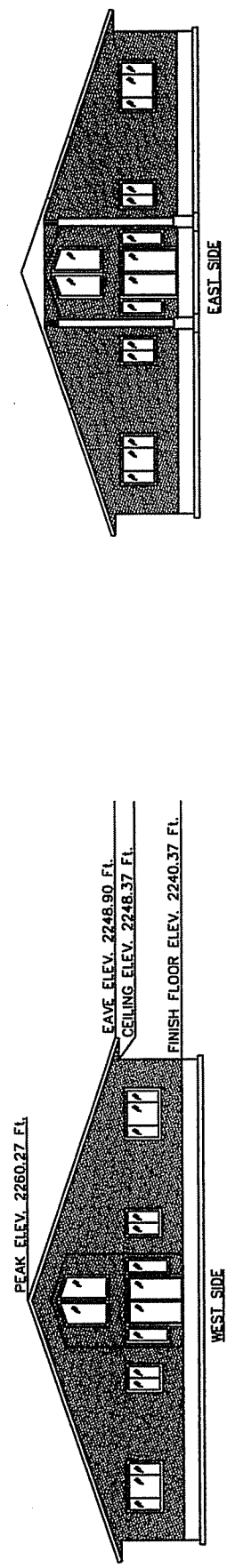
# AUTUMN CREST CONDOMINIUMS

WITHIN A PORTION OF LOT 3 OF THOMAS ADDITION WITHIN A  
PORTION OF THE NW1/4, SEC. 1, T.50N., R.4W., B.M., CITY OF  
COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
NO. \_\_\_\_\_



SOUTH SIDE



### ELEVATION DATUM

THE ELEVATIONS SHOWN ON THIS SURVEY ARE ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29). THE BENCH MARK USED WAS THE CITY OF COEUR D'ALENE BENCHMARK D24 (THE NE BOLT HEAD OF A LIGHT STANDARD AT THE NW CORNER OF APPLEWAY AND GOVERNMENT WAY) WITH AN ELEVATION OF 2233.36 FEET. THIS ELEVATION WAS TRANSFERRED TO THE SITE BENCH MARKS BY DIFFERENTIAL LEVELING. SEE SHEET 1 OF 3 FOR SITE BENCHMARKS.

SITE BENCH MARK 1: A FOUND 1/2 INCH IRON ROD AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THOMAS ADDITION. ELEVATION: 2237.43 FEET.

SITE BENCH MARK 2: A FOUND 3/8 INCH IRON ROD AND PLASTIC CAP MARKED PLS 6502 AT THE SOUTHWESTERLY CORNER OF TAX #1627A. ELEVATION: 2240.24 FEET.



DUSTY B. OBERMAYER PLS 11119 DATE \_\_\_\_\_

<b>MECKEL ENGINEERING &amp; SURVEYING</b>		JOB NO. THRD0033 DWG FILE: THRD0033P2	
JOB NO. SCHREIBER INC. 2006 PLS 6502		CREW: ASH; DEG; SJR	
SHEET 2 OF 3		DRAWN: DBO & SHK	
DATE: MAY, 23, 2006		CHECKED: SMR	

AUTUMN CREST CONDOMINIUMS  
WITHIN A PORTION OF LOT 3 OF THOMAS ADDITION WITHIN A PORTION OF  
THE NW1/4, SEC. 1, T.50N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI  
COUNTY, IDAHO

# AUTUMN CREST CONDOMINIUMS

## WITHIN A PORTION OF LOT 3 OF THOMAS ADDITION WITHIN A PORTION OF THE NW1/4, SEC. 1, T.50N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

### OWNERS' CERTIFICATE

A PARCEL OF LAND LOCATED WITHIN A PORTION OF LOT 3 OF THOMAS ADDITION AS SHOWN ON THAT PLAT RECORDED AS INSTRUMENT NUMBER 32504 FILED IN PLAT BOOK G, PAGE 4, KOOTENAI COUNTY RECORDER'S OFFICE AND WITHIN SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 1 AND 2 OF SAID TOWNSHIP AND RANGE, MONUMENTED WITH A 5/8 INCH DIAMETER IRON ROD WITH A 2 INCH DIAMETER ALUMINUM CAP MARKED PLS 4965, AS SHOWN ON CORNER PERPETUATION AND PLING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 2009633 FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 1 MONUMENTED WITH A 5/8 INCH DIAMETER IRON ROD WITH A 3 INCH DIAMETER ZINC CAP MARKED PLS 10536 AS SHOWN ON CORNER PERPETUATION AND PLING RECORD FORM ON FILE UNDER INSTRUMENT NUMBER 2009633 BEARS SOUTH 07°02'12" EAST, 2,847.20 FEET;
- THENCE SOUTH 00°02'12" EAST, 874.24 FEET ALONG THE WEST LINE OF SAID SECTION 1;
- THENCE SOUTH 89°13'33" EAST, 226.51 FEET ALONG THE SOUTHERLY LINE OF TAX NUMBER 5640 TO THE NORTHWEST CORNER OF TAX NUMBER 16275 MONUMENTED WITH A 5/8 INCH DIAMETER IRON ROD WITH A PLASTIC CAP MARKED PLS 6602, BEING THE CORNER OF BEGINNING;
- THENCE SOUTH 89°13'33" EAST, 401.24 FEET ALONG THE NORTHERLY LINE OF TAX NUMBER 16275 TO THE NORTHEAST CORNER OF TAX NUMBER 16275 ON THE WESTERLY RIGHT-OF-WAY LINE OF SECOND STREET, MONUMENTED WITH A 5/8 INCH DIAMETER IRON ROD, 30 INCHES LONG, WITH A PLASTIC CAP MARKED PLS 11118;
- THENCE SOUTH 00°02'55" WEST, 88.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3, MONUMENTED WITH A 5/8 INCH DIAMETER IRON ROD, 30 INCHES LONG, WITH A PLASTIC CAP MARKED PLS 11116;
- THENCE NORTH 89°10'45" WEST, 399.71 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 3 TO A 5/8 INCH DIAMETER IRON ROD, WITH A PLASTIC CAP MARKED PLS 6602;
- THENCE NORTH 00°49'55" EAST, 28.35 FEET TO A 5/8 INCH DIAMETER IRON ROD, WITH A PLASTIC CAP MARKED PLS 11118;
- THENCE NORTH 89°55'20" WEST, 33.01 FEET TO A 5/8 INCH DIAMETER IRON ROD WITH A PLASTIC CAP MARKED PLS 6602;
- THENCE NORTH 01°04'09" EAST, 61.12 FEET TO THE CORNER OF BEGINNING, CONTAINING 0.81 ACRES MORE OR LESS.

SUBJECT TO ANY EXISTING EASEMENTS, COVENANTS, CONDITIONS, RIGHTS, RESERVATIONS, RESTRICTIONS OR ENCUMBRANCES OF RECORD OR IN VIEW, DOMESTIC WATER AND SANITARY SEWER WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE ON SHEET 3 OF 3 TOGETHER WITH ALL IMPROVEMENTS, AS SHOWN HEREON, ARE TO BE COMMON AREAS MAINTAINED BY THE INDIVIDUAL UNIT OWNERS AND THE AUTUMN CREST CONDOMINIUM ASSOCIATION IN ACCORDANCE WITH THE CONDOMINIUM DECLARATIONS ON FILE UNDER INSTRUMENT NUMBER \_\_\_\_\_ DATED \_\_\_\_\_ 2006.

IN WITNESS WHEREOF, I DO HEREBY AFFIX MY SIGNATURE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
DWAYNE E. DRUMHAT, PRESIDENT, D.A.C., INC.

### ACKNOWLEDGMENT

STATE OF IDAHO  
COUNTY OF KOOTENAI

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Dwight E. Drumhate, known or identified to me to be the President of D.A.C., INC., an Idaho Corporation that executed the within owners certificate, and acknowledged to me that such corporation executed the same.

Witness my hand and seal:  
Notary Public for the State of Idaho  
Residing at \_\_\_\_\_  
Commission Expires \_\_\_\_\_

### HEALTH DISTRICT

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 50-1328 TO 50-1329 IS IMPOSED ON THIS PLAT. NO BUILDINGS, STRUCTURES OR SHELTERS SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PANHANDLE HEALTH DISTRICT 1

SANITARY RESTRICTIONS SATISFIED AND LIFTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PANHANDLE HEALTH DISTRICT 1

### COUNTY SURVEYOR

I HEREBY CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, I HAVE EXAMINED THIS PLAT AND THAT THE ACCRACY THEREOF COMPLEIES WITH THE REQUIREMENTS OF IDAHO STATE CODE.

KOOTENAI COUNTY SURVEYOR

### COUNTY TREASURER

I HEREBY CERTIFY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THROUGH \_\_\_\_\_.

KOOTENAI COUNTY TREASURER

### CITY COUNCIL

THIS PLAT OF "AUTUMN CREST CONDOMINIUMS" IS APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

MAYOR

ATTES: CITY CLERK

### CITY ENGINEER

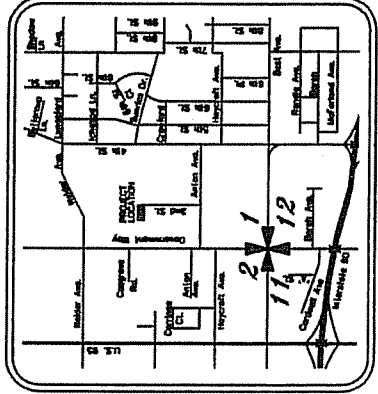
I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

CITY OF COEUR D'ALENE ENGINEER

### State of Idaho COUNTY RECORDER

I HEREBY CERTIFY THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF D.A.C., INC. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, AT \_\_\_\_\_, IDAHO, AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_ PAGES \_\_\_\_\_ AND \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_.

KOOTENAI COUNTY RECORDER



VELOCITY MAP  
SCALE: 1" = 115'



DUSTY B. OBERMAYER PLS 11119 DATE \_\_\_\_\_

**MECKEL ENGINEERING & SURVEYING**  
3008 N. SPOONER HWY., COEUR D'ALENE, IDAHO 83815 (208) 677-4439




JOB NO: TR060333  
DWG FILE: TR060333P2  
CREW: ASH, DEC, S.R.

SHEET 3 OF 3	DRAWN: DBO
DATE: MAY 26, 2006	CHECKED: SMR

--	--	--	--	--	--

150N. R.4W. B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

**CITY COUNCIL  
STAFF REPORT**

**DATE:** October 17, 2006  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Aspen Creek Village Condominiums, Final Plat Approval

---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat of the Aspen Creek Village Condominiums, a six (6) building, twenty unit (20) unit residential condominium development.

**HISTORY**

**Applicant:** Johnny R. Clark  
Benchmark Construction & Development, Inc.  
3949 N Trevino Drive  
Coeur d'Alene, ID 83815

**Location:** West side of Fruitland Lane, directly south of Bosanko Avenue.

**Previous Action:**

1. Preliminary plat approval by the CdA Planning Commission, August 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 existing residential structures. All site development issues were previously addressed at the time the building permits were issued and the buildings 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 Aspen Creek Village Condominiums.

# ASPEN CREEK VILLAGE CONDOMINIUMS

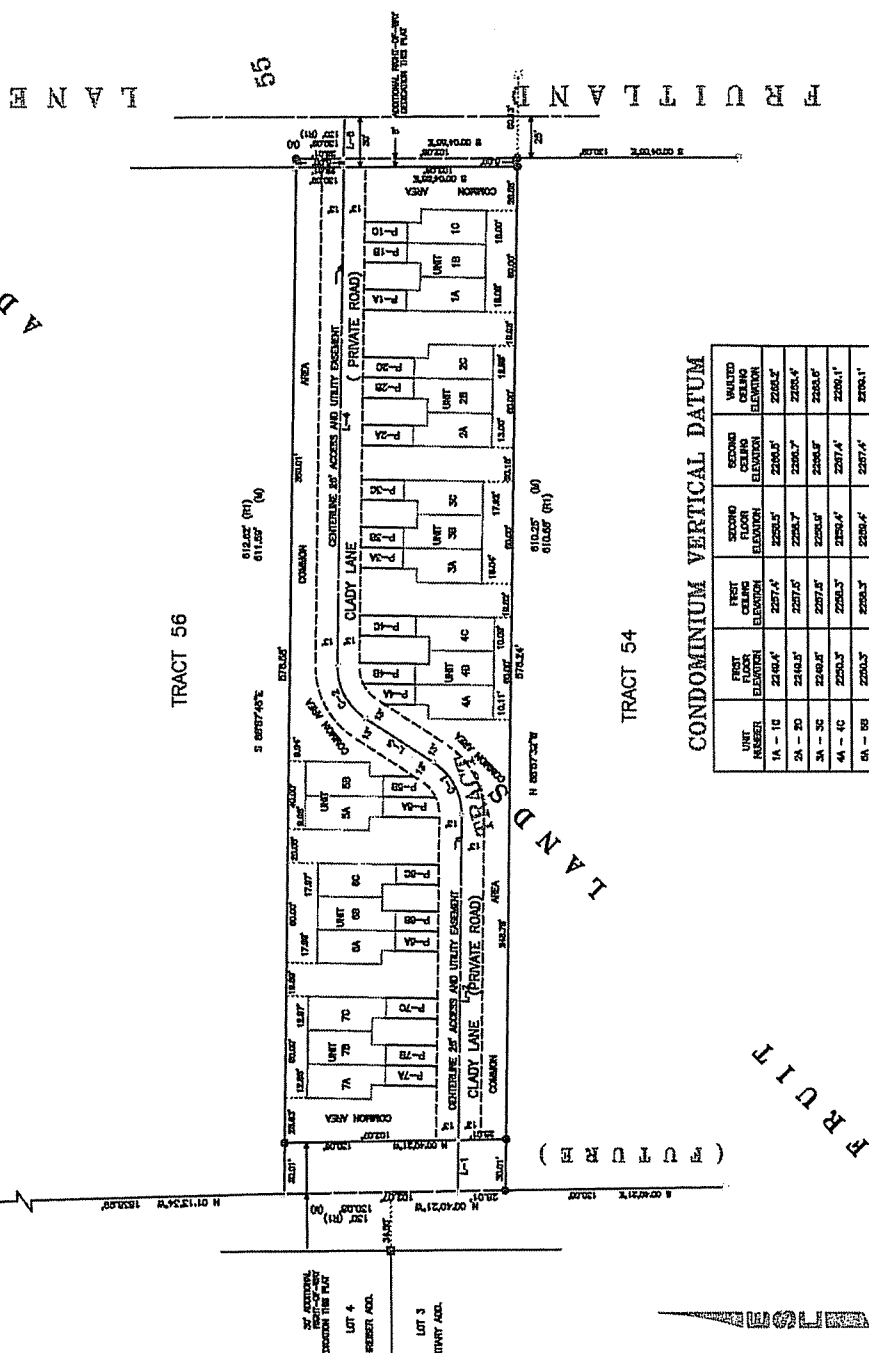
## TRACT 55, FRUIT LANDS ADDITION IN THE NE 1/4 SECTION 2, TOWNSHIP 20 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

SHEET 1 OF 5

NE 1/4 SECTION 2  
FRUIT LANDS ADDITION  
IN THE NE 1/4 SECTION 2,  
TOWNSHIP 20 NORTH,  
RANGE 4 WEST, B.M.,  
CITY OF COEUR D'ALENE,  
KOOTENAI CO., ID.

NE 1/4 SECTION 2  
FRUIT LANDS ADDITION  
IN THE NE 1/4 SECTION 2,  
TOWNSHIP 20 NORTH,  
RANGE 4 WEST, B.M.,  
CITY OF COEUR D'ALENE,  
KOOTENAI CO., ID.

KATHLEEN AVE.  
3.051437'E  
260.00'  
3.051437'E  
260.00'

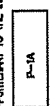


### LEGEND

- DENOTES SET 5/8" IRON ROD AND P.L.S. 4194 C/P
- DENOTES FOUND 3/4" IRON PIPE
- DENOTES FOUND 1/2" IRON ROD
- DENOTES FOUND 5/8" IRON ROD AND LEVING & FRAME C/P
- ◇ DENOTES FOUND 5/8" IRON ROD AND P.L.S. 4074 C/P
- DENOTES CALCULATED POSITION

### NOTES

1. SEE SHEETS 2, 3 & 4 FOR INDIVIDUAL UNIT BOUNDARIES.
2. SEE CONDOMINIUM DECLARATIONS FOR SPECIFIC PROJECT DETAILS.
3. COMMON AREA IS THE ENTIRE PROJECT EXCLUDING THE INDIVIDUAL CONDOMINIUM UNIT FOOTPRINTS.
4. PARCELS DESIGNATED (P-1A) ARE LIMITED COMMON AREA APPLICABLE TO THE INDIVIDUAL UNITS DESIGNATED.
5. ELEVATIONS ARE CITY OF COEUR D'ALENE DATUM (NEE 1929 AD).



### REFERENCES

1. PLAT OF FRUIT LANDS ADDITION IN BOOK C OF PLATS AT PAGE 12.
2. UNRECORDED SURVEY BY FRED WOODS OF THE MONTH 1897 OF TR. 20.
3. PLAT OF TOWNSHIP ADDITION IN BOOK F OF PLATS AT PAGE 167.
4. PLAT OF SCHREIBER ADDITION IN BOOK F OF PLATS AT PAGE 102.

### BASIS OF BEARING

BEARINGS ARE FROM BOUND STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983, 1983 ADJUSTMENT, SOUTH 87°14'27.74" FROM THE NORTH 1/4 CORNER OF SECTION 2 TO THE NORTHEAST CORNER OF SECTION 2 PER CITY OF COEUR D'ALENE OFFICE. CONVERGENCE ANGLE OF -00°44'27" CAN BE APPLIED TO PLAT BEARINGS TO ARRIVE AT GEODESIC BEARINGS.

### CONDOMINIUM VERTICAL DATUM

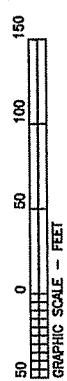
UNIT NUMBER	FIRST FLOOR ELEVATION	FIRST CEILING ELEVATION	SECOND FLOOR ELEVATION	SECOND CEILING ELEVATION	VALUED FINISH FLOOR ELEVATION
1A - 1C	2164.4'	2277.4'	2280.5'	2393.5'	2286.5'
2A - 2C	2164.5'	2277.5'	2280.7'	2393.7'	2286.7'
3A - 3C	2164.5'	2277.5'	2280.7'	2393.7'	2286.7'
4A - 4C	2200.5'	2280.5'	2283.7'	2396.7'	2290.1'
5A - 5C	2200.5'	2280.5'	2283.7'	2396.7'	2290.1'
6A - 6C	2200.0'	2280.0'	2283.2'	2396.2'	2289.5'
7A - 7C	2149.5'	2277.5'	2280.5'	2393.5'	2289.5'

### CURVE TABLE

CURVE NUMBER	THWENTY	LENGTH	BELTA	DEGREE	CHORD	CHORDING
C-1	33.00'	19.95'	35.44'	87°00'00"	18.907'16"	34.91' N 82°02'16" E
C-2	33.00'	16.96'	30.44'	87°00'00"	16.907'16"	34.91' N 82°02'16" E

### CALL TABLE

COURSE	BEARING	DISTANCE
L-1	S 89°57'45"E	24.01'
L-2	S 89°57'45"E	103.81'
L-3	S 89°57'45"E	24.01'
L-4	S 89°57'45"E	24.01'



**EMPIRE SURVEYING & CONSULTING, INC.**  
P.O. BOX 12  
HAYDEN LAKE, ID. 83685  
(208) 772-8581  
(208) 772-8582 FAX  
EMAIL: ESURINC@GTE.NET

ASPHEN CREEK VILLAGE CONDOMINIUMS  
TRACT 54, FRUIT LANDS ADDITION IN THE NE 1/4 SECTION 2, TOWNSHIP 20 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., ID.

PROJECT NO. 15102000-03-07  
DRAWN BY: JPM  
CHECKED BY: JPM  
DATE: 09/29/00  
SCALE: AS SHOWN  
SHEET: 1 OF 5



# ANNOUNCEMENTS

# Memo to Council

DATE: October 10, 2006  
RE: Appointments to Boards/Commissions/Committees

At the October 17, 2006, City Council Meeting, the Mayor will ask for your approval on the following appointments/reappointment:

James Hail	Reappointment to the Civil Service Commission
Dennis Leming	Appointment to the Cemetery Board
Mark Altman	Appointment to the Youth Advisory Council

Copies of their applications are in front of Council mailboxes.

Sincerely,



Victoria C. Bruno  
Project Coordinator

cc: Mayor & Council  
Wendy Gabriel, City Administrator  
Jon Ingalls, Deputy City Administrator  
Municipal Services Director Susan Weathers  
Pam MacDonald, Director Human Resources  
Doug Eastwood, Director Parks & Cemetery  
Amy Ferguson, Executive Assistant

OTHER COMMITTEE MINUTES  
(Requiring Council Action)



**October 9, 2006**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**

**COMMITTEE MEMBERS PRESENT**

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

**CITIZENS PRESENT**

Tom Green  
Matt Ferris, Item #1

**STAFF PRESENT**

Warren Wilson, Deputy City Attorney  
Jon Ingalls, Deputy City Administrator  
Amy Ferguson, Committee Liaison  
Jim Dunn, WW Project Manager  
Renata McLeod, Project Coordinator  
Chris Bates, Project Manager

**Item 1            V-06-5 - Vacation of Undeveloped Right-of-Way in the Woodland Estates**  
**Subdivision**

**Consent Calendar**

Christopher Bates, Project Manager, presented a request from Matt and Misty Ferris, for the vacation of the undeveloped public right of way adjoining the westerly boundary of their property in the Woodland Estates subdivision. Mr. Bates explained in his staff report that the right of way is unbuildable due to the presence of the existing gas pipeline. The probability of a road ever being constructed in the right of way is doubtful due to the presence of the State gravel pit on the west and the fact that the right of way would not lead anywhere. The right of way to the north was recently vacated by the City Council on July 18, 2006.

**MOTION:        RECOMMEND Council direct staff to proceed with the vacation process and set a public hearing on the vacation request before the City Council for November 21, 2006.**

**Item 2            CIPP Project Change Orders**

**Consent Calendar**

Jim Dunn, Wastewater Project Manager, presented a request for approval of two Change Orders for the 2006 CIPP project with the contractor, Planned Engineered Construction (PEC), for a total of \$25,000.00. Mr. Dunn explained that the change orders would be to clean and inspect 1,013 lineal feet of existing pipe, and for CIPP rehabilitation of 1,013 lineal feet of pipe which includes reinstating approximately 27 laterals. Mr. Dunn's staff report explained that doing this additional work under the current contract as a Change Order is a present and future savings to the Wastewater Utility.

**MOTION:        RECOMMEND Council approval of RESOLUTION NO. 06-065 authorizing Change Orders One (1) and Two (2) with Planned Engineered Construction (PEC) for the cleaning and inspection of 1,013 lineal feet of existing pipe, and CIPP rehabilitation of 1,013 lineal feet of pipe, including the reinstating of approximately 28 laterals, in the total amount of \$25,000.00.**

**Item 3            Ordinance Amending M.C. Chapter 12.20 to Conform with Sidewalk/  
Curb Accessibility Policy**

Renata McLeod, Project Coordinator, presented a proposed Ordinance which would amend Municipal Code Chapter 12.20 to be in conformance with the City's sidewalk/curb accessibility policy. Ms. McLeod explained that on February 7, 2006 the City Council authorized a sidewalk curb-ramp policy. To ensure enforcement of this policy, staff recommends amending Municipal Code Chapter 12.20 to clarify the City Engineer's responsibility to determine the needed necessary improvements, method of notification to the property owner, and providing the property owner up to 365 days to complete the repairs. Ms. McLeod further explained that this amendment would be another step in moving the City towards ADA compliance and providing a clear and concise code. Discussion ensued regarding the possibility of allowing for an LID or payment plan for the sidewalk and curb repairs. It was explained that there would normally not be enough property involved to justify the expense on an LID. It was further clarified that maintenance of trees in swales, and possible replacement in the event of removal, are also the responsibility of the homeowner. It was agreed that public education regarding the sidewalk/curb accessibility policy was important.

**MOTION:        RECOMMEND Council approval of COUNCIL BILL NO. 06-1029  
amending Municipal Code Chapter 12.20 to conform with current Sidewalk/Curb  
Accessibility policy.**

**Item 4            Standard Drawings for Driveways  
Consent Calendar**

Jon Ingals, Deputy City Administrator, presented a request on behalf of Gordon Dobler, Growth Services Director, for approval of a standard drawing for driveways when the sidewalk is adjacent to the curb. Mr. Dobler explained that it is necessary to revise the City's driveway standards to allow a 3' level path across the driveway area. Because there are areas where additional right of way cannot reasonably be obtained, there is a need for a standard that accommodates a 3' level area inside a 5' right of way. Pursuant to the recently adopted sidewalk compliance policy, existing non-complying driveways would be required to be replaced when improvements valued at more that \$15,000 are being installed. Discussion ensued regarding the need to review the current threshold amount.

**MOTION:        RECOMMEND Council approval of RESOLUTION NO. 06-066 approving  
a standard drawing for driveways when the sidewalk is adjacent to the curb.**

The meeting adjourned at 4:28 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison

## MEMORANDUM

Date: October 2, 2006

To: The Public Works Committee

From: Renata McLeod, Project Coordinator

Re: Amendment to Municipal Code Chapter 12.20

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### **DECISION POINT:**

- To authorize the proposed Ordinance amending Municipal Code Chapter 12.20.

**HISTORY:** On February 7, 2006, the City Council authorized a sidewalk curb-ramp policy, pursuant to Resolution No. 06-010. To ensure enforcement of this policy, staff recommends amending Municipal Code Chapter 12.20. These amendments clarify the City Engineers responsibility to determine the needed necessary improvements, method of notification to the property owner, and provide the property owner up to 365 days to complete the repairs.

**FINANCIAL:** The cost of codification after approval, which will be under the Municipal Services Department budget.

**PERFORMANCE ANALYSIS:** Authorizing these amendments will be another step in moving the City towards ADA compliance and providing a clear and concise code for the citizens.

### **DECISION POINT/RECOMMENDATION:**

- To authorize the proposed Ordinance amending Municipal Code Chapter 12.20.

COUNCIL BILL NO. 06-1029  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 12.20.010 TO ALLOW THE CITY ENGINEER TO REQUIRE PROPERTY OWNERS TO CONSTRUCT AND MAINTAIN SIDEWALKS ABUTTING THEIR PROPERTY AS REQUIRED BY CITY CODE; REPEALING SECTION 12.20.020; REPEALING SECTION 12.20.030 AND ADOPTING A NEW SECTION 12.20.030 TO REQUIRE THE CITY ENGINEER TO NOTIFY PROPERTY OWNERS OF SIDEWALKS THAT NEED TO BE CONSTRUCTED, REPAIRED OR REPLACED AND ALLOWING UP TO 365 DAYS TO COMPLETE THE WORK; REPEALING SECTION 12.20.040 AND ADOPTING A NEW SECTION 12.20.040 TO REQUIRE THAT NOTICE BE PROVIDED BY CERTIFIED MAIL; REPEALING SECTION 12.20.050; AMENDING SECTION 12.20.060 TO ALLOW THE CITY COUNCIL TO HAVE THE SIDEWALK CONSTRUCTED, REPAIRED OR REPLACED IF THE PROPERTY OWNER DOES NOT COMPLETE THE WORK AND ALLOWING A LIEN TO BE PLACED ON THE PROPERTY; AMENDING SECTION 12.20.070 TO CLARIFY THE REQUIREMENT THAT THE LIEN WILL BE A SPECIAL ASSESSMENT; AMENDING SECTION 12.20.080 TO ALLOW THE PROPERTY OWNER TO PAY THE FULL COST OF THE LIEN TO THE CITY TREASURER; AMENDING SECTION 12.20.090 TO REQUIRE GRADE LINES BE MARKED FOR THE SIDEWALK BY THE CITY ENGINEER; AMENDING SECTION 12.20.100 TO CLARIFY THE REQUIREMENT THAT THE PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN SIDEWALKS ABUTTING THEIR PROPERTY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 12.20.010, is hereby amended to read as follows:*

**12.20.010: CONSTRUCTION OR REPAIR; RESPONSIBILITY:**

A. It is made the duty of the Council City Engineer or Engineer's designee, whenever ~~they in their judgment or opinion he or she~~ deems it necessary ~~or proper~~:

1. To require ~~the~~ property owners within the corporate limits to construct ~~and lay~~ permanent concrete sidewalks upon streets ~~in front of~~ abutting their property; and
2. To require all property owners within the Municipality to repair all sidewalks on streets ~~in~~

~~front of abutting~~ their property.

B. All ~~such~~ sidewalks ~~are to~~ shall be constructed, ~~laid~~ or repaired in strict accordance with ~~all Municipal laws relating thereto~~ City Standard Drawings and Engineering Specifications and the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

**SECTION 2 .** *That Coeur d'Alene Municipal Code Section 12.20.020, is hereby repealed.*

**12.20.020: CONSTRUCTION OR REPAIR; CITY COUNCIL TO PASS RESOLUTION; NOTICE TO OWNER; TIME LIMIT FOR WORK:**

**SECTION 3 .** *That Coeur d'Alene Municipal Code Section 12.20.030, is hereby repealed and a new Section 12.20.030 is hereby added to read as follows:*

**12.20.030 CONSTRUCTION OR REPAIR; NOTICE TO OWNER; TIME LIMIT FOR WORK:**

Whenever the City Engineer or Engineer's designee determines that a sidewalk should be constructed or repaired, he or she shall send notice to the property owner describing the sidewalk to be constructed or repaired, giving the address and legal description of the property abutting the sidewalk to be constructed or repaired, describing the work to be done and the length of time allowed to complete the work and advising the owner that if the work is not completed within the allotted time that the City may order that the work be accomplished and the costs thereof assessed against the real property. The City Engineer or Engineer's designee, in his or her discretion, may allow the property owner up to three hundred sixty five (365) days after the date of the notice to complete the work.

**SECTION 4 .** *That Coeur d'Alene Municipal Code Section 12.20.040, is hereby repealed and a new Section 12.20.040 is hereby added to read as follows:*

**12.20.040: CONSTRUCTION OR REPAIR; NOTICE TO OWNER; SERVICE:**

The required notice shall be served upon the owner by depositing the notice into the United States mail, certified mail, return receipt requested, postage prepaid, addressed to the owner at the last known address or address shown upon the assessment rolls of Kootenai County.

**SECTION 5 .** *That Coeur d'Alene Municipal Code Section 12.20.050, is hereby repealed:*

**12.20.050: CONSTRUCTION OR REPAIR; NOTICE TO OWNER; AFFIDAVIT OF SERVICE:**

**SECTION 6.** *That Coeur d'Alene Municipal Code Section 12.20.060, is hereby amended to read as follows:*

**12.20.060: FAILURE TO CONSTRUCT; ACTION BY CITY ENGINEER OR ENGINEER'S DESIGNEE; COST ASSESSMENT; LIEN:**

If, after ~~such resolution is passed and~~ the notice is served as provided, ~~such the~~ owner ~~fails, neglects or refuses to~~ does not construct or repair ~~such sidewalk~~ the sidewalk within the time required by the ~~resolution and~~ notice, the City ~~Council may~~ Engineer or Engineer's designee ~~shall without delay and without any further orders from the City Council~~ cause the ~~same work~~ to be done ~~in accordance with the resolution, either by day labor or by contract work~~, and assess the full cost thereof ~~shall be assessed on and~~ against the ~~property in front of which such sidewalk is so constructed, laid or repaired~~ abutting property, and the full amount of such costs shall become a lien upon the property and shall at the time provided by law be certified by the City Council to the County Tax Collector to be placed on the proper tax roll to be collected as other taxes are collected and shall be in addition to all other taxes legally assessed against such property.

**SECTION 7.** *That Coeur d'Alene Municipal Code Section 12.20.070, is hereby amended to read as follows:*

**12.20.070: COST ASSESSMENT; SPECIAL TAX:**

All such assessments for the construction, laying or repairing of sidewalks, as referred to in ~~Sections 12.20.060 and 12.20.080~~ of this Chapter shall be ~~known as~~ special assessments for improvements and shall be levied and collected as a special tax. All money received from such special assessments shall be held by the Treasurer as a special fund to be applied to the payment of the improvement for which the assessment was made. The money shall be used for no other purpose whatever except to reimburse the Municipality for money expended for such improvement.

**SECTION 8.** *That Coeur d'Alene Municipal Code Section 12.20.080, is hereby amended to read as follows:*

**12.20.080: COST ASSESSMENT; LIEN; PAYMENT; PENALTY FOR NONPAYMENT:**

Whenever any such sidewalk is ~~so constructed, laid~~ or repaired ~~by the Street Superintendent~~ and the ~~full costs~~ thereof ~~are~~ is assessed against the property as provided in ~~Section 12.20.060~~ of this Chapter, the owner of the property may pay to the City Treasurer the full amount ~~so~~ assessed against the property and have the lien ~~thereof~~ discharged. If the amount ~~so~~ assessed against any such property is not paid on or before August 20 following its construction and repair, there shall be added to the amount ~~so~~ assessed against the property one and one-half percent (1 1/2%) which is the amount the County charges for the collection of such money.

**SECTION 9.** *That Coeur d'Alene Municipal Code Section 12.20.090, is hereby amended to read as follows:*

**12.20.090: GRADE LINES REQUIRED; WORK TO BE DONE BY ENGINEER:**

Before any sidewalk is constructed or laid within the corporate limits, either by a property owner or ~~by the Street Superintendent or~~ any other person, the person constructing or laying such sidewalk shall have the grade lines necessary for the proper execution of the work marked upon the ground by the Engineer or his assistants, which will be done upon application being made at the office of the Engineer.

**SECTION 10.** *That Coeur d'Alene Municipal Code Section 12.20.100, is hereby amended to read as follows:*

**12.20.100: OWNER'S DUTY TO MAINTAIN:**

It shall be the duty of the owner of all property, within the City to maintain sidewalks abutting his property at all times in a safe and proper condition whether or not he has received a notice from the City as provided in ~~Sections 12.20.020 through 12.20.050 of~~ this Chapter.

**SECTION 11.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 12.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 13.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 14.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 17<sup>th</sup> day of October, 2006.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Amending Chapter 12.20 Sidewalks; Construction

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 12.20.010 TO ALLOW THE CITY ENGINEER TO REQUIRE PROPERTY OWNERS TO CONSTRUCT AND MAINTAIN SIDEWALKS ABUTTING THEIR PROPERTY AS REQUIRED BY CITY CODE; REPEALING SECTION 12.20.020; REPEALING SECTION 12.20.030 AND ADOPTING A NEW SECTION 12.20.030 TO REQUIRE THE CITY ENGINEER TO NOTIFY PROPERTY OWNERS OF SIDEWALKS THAT NEED TO BE CONSTRUCTED, REPAIRED OR REPLACED AND ALLOWING UP TO 365 DAYS TO COMPLETE THE WORK; REPEALING SECTION 12.20.040 AND ADOPTING A NEW SECTION 12.20.040 TO REQUIRE THAT NOTICE BE PROVIDED BY CERTIFIED MAIL; REPEALING SECTION 12.20.050; AMENDING SECTION 12.20.060 TO ALLOW THE CITY COUNCIL TO HAVE THE SIDEWALK CONSTRUCTED, REPAIRED OR REPLACED IF THE PROPERTY OWNER DOES NOT COMPLETE THE WORK AND ALLOWING A LIEN TO BE PLACED ON THE PROPERTY; AMENDING SECTION 12.20.070 TO CLARIFY THE REQUIREMENT THAT THE LIEN WILL BE A SPECIAL ASSESSMENT; AMENDING SECTION 12.20.080 TO ALLOW THE PROPERTY OWNER TO PAY THE FULL COST OF THE LIEN TO THE CITY TREASURER; AMENDING SECTION 12.20.090 TO REQUIRE GRADE LINES BE MARKED FOR THE SIDEWALK BY THE CITY ENGINEER; AMENDING SECTION 12.20.100 TO CLARIFY THE REQUIREMENT THAT THE PROPERTY OWNER IS RESPONSIBLE TO MAINTAIN SIDEWALKS ABUTTING THEIR PROPERTY; 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.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Amending Chapter 12.20 Sidewalks; Construction, 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 17<sup>th</sup> day of October, 2006.

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Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

## STAFF REPORT

DATE: October 9, 2006

FROM: Tim Martin, Street Superintendent

SUBJECT: Consultant Labor Services Agreement for James Garron

**DECISION POINT:** The Council is requested to approve a Consultant Labor Services Agreement with James Garron for a period of seventeen (17) months, which includes medical benefits for seventeen months.

**HISTORY:** The City's Personnel Rules include an opportunity for the employee who retires with the City of Coeur d'Alene a Retirement Medical Benefit that provides sharing of the medical expense between the City and the retiree. This occurs if all the documented criteria are met and only upon approval of the Department Head and the Deputy City Administrator. This benefit is viewed as a management tool allowing long-term City employees the opportunity to retire and the City to manage personnel change in a more cost effective manner.

The approval of Department Head and the City Administrator is generally contingent upon a commitment from the retiree to provide up to two hundred forty (240) hours of job related transition duties and established processes to be completed by a date certain after retirement. In this case Mr. James Garron is to provide one hundred twenty (120) hours of service for seventeen (17) months. The approval is always contingent upon absolute cost savings and the balancing of resources. This benefit has produced cost saving opportunities for the City and the retiree as recognized with the past approvals of employee consulting services contracts for the following retirees: Jerry Sweikert, Corky Raugust, John Daley, Paula Laws, Jerry Bass, Vicki Walkinshaw, Ken Timmons, Rich Kirsch, Rodger Lewerenz and Larry Patton.

Mr. James Garron has worked for the City of Coeur d'Alene for Eighteen (18) years and is planning on retiring on December 1, 2006. Mr. Garron has indicated that he would agree to be available for consultation using the following tentative schedule:

1. Winter 2006-07: 40 hours- orientation and mentoring for his replacement on individual plow routes.
2. June 2007: 80 hours- support and oversee the completion of 2007 in-house dust-oil project.

**FINANCIAL ANALYSIS:** Mr. Garron's expertise will be utilized on a contract labor basis commencing on the 1<sup>st</sup> day of December 2006. This contract agreement is more cost effective for the City than to hire a replacement prior to the retirement and then train with both employees in fully benefited positions. We plan to have the new hire on board by December, 2006.

The most likely scenario for refilling this position has been reviewed as shown in the analysis below. The amount of savings in an approximate seventeen month period is over \$17,000.00.

Current Incumbent yearly wages for FY 06 - 07	\$46,134.
Entry level Heavy Equipment Operator FY 06 - 07	\$33,310.
Year One Savings	\$12,824.
Year Two Savings	\$11,159.
Year Three Savings	\$ 9,408.
<b>Total Savings over three (3) years</b>	<b>\$33,391.</b>

**QUALITY OF LIFE ANALYSIS:**

In reviewing the criteria in Rule XI, Section 12 of the Personnel Rules, Mr. Garron satisfies the requirements for consideration of providing medical benefits in that he is eligible for retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code pertaining to P.E.R.S.I.; the minimum savings to the City is anticipated to be at least \$11,000.00 per year for 3 years (minimum is \$5,000.00 per year); and the Department Head and Deputy City Administrator support the necessity of the retiree's consultation and this request.

The approval of this benefit would allow the City to pay up to 80% to the maximum of \$400.00 per month of the employee's medical premium for the employee for up to seventeen (17) months unless one of the following occurs:

- (a) Employee becomes eligible for Medicaid or Medicare.
- (b) The employee becomes employed elsewhere and medical benefits are available.
- (c) Employee does not continue to timely pay their 20% portion of the medical insurance policy.

The City would pay the approved portion of the medical benefit premium to the insurer. No payment would be paid directly to the employee. This benefit would be contingent on funds being budgeted each year.

It is recommended, if approved, that the Street Department budget be charged with the medical insurance premiums for the seventeen (17) month term.

**DECISION POINT/RECOMMENDATION:**

The Council is requested to approve a Consultant Labor Services Agreement with James Garron for a period of seventeen (17) months, which includes medical benefits for seventeen months.

RESOLUTION NO. 06-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT FOR EMPLOYEE CONSULTING SERVICES, WITH JAMES GARRON.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into a Contract with James Garron for Employee Consulting Services pursuant to the terms and conditions set forth in a contract, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Contract for Employee Consulting Services, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Contract to the extent the substantive provisions of the Contract remain intact.

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

DATED this 17<sup>th</sup> 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 MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

RESOLUTION NO. 06-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH SHEFOOT INVESTMENTS, LLC.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and Shefoot Investments, LLC pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this reference made a part hereof; and

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

BE IT RESOLVED, that the city enter into an agreement with Shefoot Investments, LLC in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the city of Coeur d'Alene.

DATED this 17<sup>th</sup> day of October, 2006.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk



Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER REID Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 17<sup>th</sup> day of October, 2006, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Shefoot Investments, LLC**, 2863 Sugarpines Drive, Coeur d'Alene, ID 83815, hereinafter referred to as the "Owner".

W I T N E S S E T H:

WHEREAS, the Owner owns a parcel of land adjacent to the City limits that Owner wishes to develop, and the Owner have applied for annexation to the City. The property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth; NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

### ARTICLE I: LEGAL DESCRIPTION

1.1. Legal Descriptions: The Property is an approximately 3.5 acre parcel located in the vicinity of 19<sup>th</sup> Street and Nettleton Gulch Road. The Property is more particularly described in Exhibit "A".

### ARTICLE II: STANDARDS

2.1. Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of construction drawings approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

### **ARTICLE III. UTILITIES**

3.1. Water and Sewer: The Owner agrees to use the City's water and sanitary sewer systems for this development.

3.2. Garbage Collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.3. Maintenance of Private Sanitary Sewer and Water Lines: City shall not be responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, serving any development on the Property.

3.4. Street Lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.5. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

### **ARTICLE IV: PUBLIC IMPROVEMENTS**

4.1. Installation of Public Improvements: The Owner agrees that prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall, in accordance with City Code, submit plans for approval and construct and install all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

4.2. Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this contract as binding provisions of this contract. As such, the Owner specifically agrees to fulfill each condition of approval, including dedication of rights of way, as if each condition was specifically enumerated in this Agreement.

### **ARTICLE V: FEES**

5.1. Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Three Thousand Seven Hundred Fifty Dollars and no/100 (\$3,750.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per each dwelling unit on the approved preliminary plat for the property). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the

Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

5.2. Additional Annexation Fees if Density Increases: In the event that the Property is replatted, rezoned or otherwise developed in a manner that would allow more than five (5) dwelling units within two (2) years of the date of this agreement, Owner will pay an additional Seven Hundred Fifty Dollars (\$750) for each additional dwelling unit shown on the new plat or otherwise developed up to the maximum fee allowed by the policy approved by Resolution 94-059 or the then current policy.

5.2. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific dateline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City. The following sum shall be paid upon fulfillment of the conditions precedent set forth below.

5.3. Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement.

5.4. Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of Three Hundred and No/100 Dollars (\$300.00).

## **ARTICLE VI. MISCELLANEOUS**

6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the property described in Article I, Section 1, rather than the parcel as a whole, that a short plat may be necessary. Owner agrees that in the event a short plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

6.2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from Owner's, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.3. The Owner to Hold the City Harmless: The Owner further agrees they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's tortious use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

6.4. Time is of the Essence: Time is of the essence in this agreement.

6.5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

6.6. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

6.7. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

6.8. Compliance with Applicable Laws: The Owner agrees to comply with all applicable laws.

6.9. Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and the Owner have caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE

OWNER

By: \_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO    )  
                                  ) ss.  
County of Kootenai    )

On this 17<sup>th</sup> 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 and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO    )  
                          ) ss.  
County of Kootenai    )

On this \_\_\_\_\_ day of October, 2006, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Shefoot Investments, LLC**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**EXHIBIT A**

LEGAL DESCRIPTION

FOR

ANNEXATION INTO THE CITY OF COEUR D'ALENE

CITY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

A portion of Lot 24 of the plat of FRUITDALE, recorded May 16, 1907, in Book B of Plats, Page 134, and a portion of Nettleton Gulch Road, located in the Southwest Quarter of Section 6, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, and being more particularly described as follows:

Commencing at a railroad spike in a rock, taken to monument the Center Quarter Corner of said Section 6, as noted in Corner Perpetuation and Filing (CP&F) Instrument No. 813631, said spike being located South 89°19'01" East, 2638.32 feet, from a 2 inch diameter brass cap located in a monument box and marked as noted in CP&F Instrument No. 1285911, taken to monument the West Quarter Corner of said Section 6;

Thence, along the East line of said Southwest Quarter of Section 6, South 00°20'42" West, 670.18 feet;

Thence, North 89°17'28" West, 647.02 feet, more or less, to a 1 inch diameter iron pipe taken to monument the Northeast Corner of Lot 24, taken to be coincidental with the Northwest corner of Lot 19, Block 1, of the plat of GRAYSTONE, recorded December 4, 2003, in Book I of Plats, Page 492, and also taken to be located upon the South boundary line of Block 8 of the plat of PINE HILLS, recorded June 16, 1976, in Book E of Plats, Page 218, and also being the TRUE POINT OF BEGINNING;

Thence, along the East boundary line of said Lot 24, taken to be coincidental with the West Boundary line of said plat of GRAYSTONE, South 00°23'19" West, 450.00 feet, to the Northeast corner of that parcel of land described in the Warranty Deed recorded May 13, 1976, as Kootenai County Recorder's Instrument No. 699605, in Book 276 of Deeds, Page 547 (hereinafter referred to as the "Smith Parcel"), taken to be monumented by a 5/8 inch rebar with a yellow plastic cap marked "W-C PLS 10699" (similar monuments hereinafter referred to as a "WC Monument");

Thence, along the North boundary line of said "Smith Parcel", North 88°27'04" West, 155.25', to a "WC Monument", taken to monument the Northwest corner thereof;

Thence, along the West boundary line of said "Smith Parcel", and continuing along the West boundary line of that parcel of land described in the Deed of Trust recorded May 3, 1993, as Kootenai County Recorder's Instrument No. 1302822 (hereinafter referred to as "Tax No. 5551"), and the Southerly extension thereof, South 00°17'57" West, 201.22 feet, to a point of intersection with the South line of said Northeast Quarter of the Southwest Quarter of Section 6;

Thence, along said South line of said Northeast Quarter of the Southwest Quarter of Section 6, North 89°33'04" West, 50.00 feet, to a point of intersection with the Southerly extension of the East boundary line of that parcel of land described as Parcel 1 in the Warranty Deed recorded October 31, 2002, as Kootenai County Recorder's Instrument No. 1761148 (said Parcel 1 hereinafter referred to as "Tax No. 5468");

Thence, along the East boundary line of said "Tax No. 5468", and the Southerly extension thereof, and continuing along the East boundary line of that parcel of land described as Parcel 2 in said Instrument No. 1761148 (said Parcel 2 hereinafter referred to as "Tax No. 10033"), North 00°17'57" East, 202.18 feet, to a "WC Monument" taken to monument the Northeast corner of said "Tax No. 10033";



**EXHIBIT A**

Thence, along the North boundary line of said "Tax No. 10033", North 88°27'04" West, 119.74 feet, to a "WC Monument", taken to monument the Northwest corner thereof, and to be located upon the West boundary line of said Lot 24;

Thence, along said West boundary line of said Lot 24, North 00°26'00" East, 446.40 feet, to a "WC Monument", taken to monument the Northwest corner of said Lot 24, and to be located upon the aforesaid South boundary line of Block 8 of the plat of PINE HILLS;

Thence, along the North boundary line of said Lot 24, taken to be coincidental with said South boundary line of Block 8 of the plat of PINE HILLS, South 89°05'08" East, 324.61 feet, to the TRUE POINT OF BEGINNING.

Containing 3.573 acres, more or less.



# CITY OF COEUR D'ALENE

## PLANNING DEPARTMENT

CITY HALL, 710 E. MULLAN  
COEUR D'ALENE, IDAHO 83816-3964  
208/769-2271

July 12, 2006

Shefoot Investments, LLC  
2863 Sugarpines Drive  
Coeur d'Alene, ID 83815

RE: Items A-1-06 – Zoning Prior to Annexation  
S-8-06 – 5-lot Preliminary Plat Subdivision

Gentlemen:

On July 11, 2006, the Planning Commission held a public hearing on the above-referenced items and, by 5 to 0 votes, approved the request for zoning prior to annexation and the preliminary plat known as "Shefoot".

A copy of the Planning Commission's Findings and Order (decision) is available from this department upon request.

It is now necessary for the City Council to hold a public hearing on the annexation portion of the request. This hearing has been scheduled for Tuesday, August 15, 2006 at 6 P. M. in the Council Chambers, 710 E. Mullan Avenue.

If the City Council approves the annexation, an Annexation Agreement and Ordinance will be prepared. Please do not hesitate to contact Warren Wilson, Deputy City Attorney if you have any questions regarding the Annexation Agreement. Once the applicant signs the Annexation Agreement and pays the annexation fees, the agreement and Annexation Ordinance will be scheduled for final action by the City Council. Once the Council adopts the Annexation Ordinance and the City Clerk advertises it in the Coeur d'Alene Press, you are officially annexed.

It should be noted that, if ordinance adoption is not obtained within six months of the City Council approval or by February 15 2007, the Council approval of the annexation expires. Attendance at the City Council meeting to approve the agreement and adopt the ordinance is not required, but please exercise your own discretion. You may contact the City Clerk's Office to find out when this item has been scheduled.

The Planning Commission also approved the above-referenced preliminary plat with the following conditions:

1. The sanitary sewer main will need to be extended from its location at Nettleton Gulch Road and 19<sup>th</sup> Street to the proposed development. Service laterals will be required to be installed for the adjoining properties situated between the subject property and Nettleton Gulch Road to provide future connections. All sanitary main lines and laterals will be extended at no cost to the City.
2. The developer will be required to replace the existing water main in Nettleton Gulch Road with a City standard eight inch (8") C-900 water main that will be required to make a looping connection to Willow Road adjoining the subject property.

3. The loop connection to Willow Road will be required to be placed within a twenty foot (20') easement dedicated to the City with a ten foot (10') paved pathway over the top and fenced along both sides.
4. The replacement of this six inch (6") line will be required to extend to the connection point in Nettleton Gulch Road where there is an existing eight inch (8") main at 19<sup>th</sup> Street. The City Water Department will participate in the cost difference between the 6" and the 8" pipe sizing. All cost of installation will be the responsibility of the developer with the City only participating in the pipe upsizing.
5. Additional right-of-way (if necessary) on Nettleton Gulch along the subject property's frontage will be required to be dedicated to the City if the existing right-of-way for the "half section" of roadway is less than thirty feet (30'). The applicant's surveyor will need to present adequate information to the City in order to make that determination.

Pursuant to Section 16.10.030.B of the Municipal Code, "the determination of the Planning Commission shall become final on **July 25, 2006**, ten days after the decision has been published in the official newspaper, unless appealed to the City Council." Any property owner or resident may file an appeal. You may call our office on Tuesday, July 25<sup>th</sup> to find out if an appeal has been filed.

Since your property must first be annexed in order for city regulations to apply, approval of your final plat must occur within one-year of the date of adoption of the annexation ordinance by the City Council, or you must file for an extension of the preliminary plat. A six-month extension may be requested in writing and must be received by the Engineering Services Department at least six weeks prior to the expiration date of the preliminary plat.

This letter constitutes your notice to proceed with the design of public improvements, but please remember that any work you do, prior to actual Council approval of the annexation, is at your own risk.

It is important that you work closely with Chris Bates of the Engineering Services Department during the design phase of the public improvements, and Dennis Grant, Survey Crew Chief, during the development of the final plat document. It will be necessary for the public improvement plans to be approved by the City Engineer, prior to construction. Processing of the improvement plans and final plat document usually take six to eight weeks to process so, at your earliest convenience, please submit those materials to us.

After approval of the construction drawings by the City Engineer, you will be authorized to proceed with actual construction of improvements. If you choose to proceed with construction, it will be necessary for you to request inspection prior to any roadway paving, and to provide reports to the City Engineer. Upon satisfactory completion of construction and receipt of a written request, the final plat will be forwarded to the City Council for acceptance of improvements and approval of the plat.

Should you elect not to proceed with construction of public improvements, please provide Chris Bates with cost estimates of the public improvements and the form of security for use in developing the required public improvements agreement. After the agreement has been signed by the owner and approved by staff, you may request final plat approval in writing. The plat will be placed on the next available Council agenda. If, after approval, the improvements are not constructed within the established three-year period, the security will be redeemed and the improvements will be constructed by the city.

In either case, the property must be annexed, the final plat recorded and improvements substantially completed, before building permits can be issued. For the improvements to be

substantially completed, you must have installed all water and sewer services, curb and gutter, street and stop signs, and sub-grade in preparation for paving.

The Planning team will function as the administrative coordinator of the subdivision process and be the clearinghouse for all application documents, requests, correspondence, and other submittals. Technical questions and issues relative to the plat document and construction details can be addressed directly to Chris Bates, Project Manager with the Engineering Team.

If I can be of further assistance during the remainder of this project, please do not hesitate to contact me.

Sincerely,



JOHN J. STAMSOS  
Associate Planner

JJS

cc: Chris Bates, Engineering Project Manager  
Dennis Grant, Survey Crew Chief

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF COEUR D’ALENE, OF KOOTENAI COUNTY, IDAHO, DECLARING THE COST OF ACQUIRING, CONSTRUCTING, AND INSTALLING IMPROVEMENTS TO THE ROADWAY, WATER AND SEWER SYSTEMS OF THE CITY; AUTHORIZING THE ISSUANCE AND SALE OF A SINGLE LOCAL IMPROVEMENT DISTRICT NO. 145 BOND, 2006 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$362,538.31; PROVIDING FOR THE DATE, FORM, MATURITY AND DESIGNATION OF SAID BOND; FIXING THE RATE OF INTEREST AND MANNER OF REPAYMENT OF SAID BOND; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF SAID BOND; SETTING FORTH CERTAIN PROVISIONS REGARDING THE CITY’S GUARANTEE FUND; APPROVING THE SALE OF SAID BOND; PROVIDING FOR CERTAIN COVENANTS RELATING TO FEDERAL TAX LAW; PROVIDING FOR THE EFFECTIVE DATE HEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**CITY OF COEUR D’ALENE  
Kootenai County, Idaho**

**LOCAL IMPROVEMENT DISTRICT NO. 145 BOND, 2006  
Principal Amount of \$362,538.31**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COEUR D’ALENE, of Kootenai County, Idaho, as follows:

WHEREAS, the City of Coeur d’Alene (the “City”), of Kootenai County, Idaho, is a City operating and existing under and pursuant to the laws of the State of Idaho, and as such is authorized and empowered to create Local Improvement Districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17;

WHEREAS, the City is authorized to conduct proceedings and to form local Improvement Districts for the purpose of financing the acquisition, construction and installation of improvements to roadway, water and sewer facilities within the Local Improvement District pursuant to the terms and provisions of Idaho Code Title 50, Chapter 17;

WHEREAS, the City Council of the City (the “Council”) after proper notice duly created its Local Improvement District No. 145 (“LID No. 145”) and ordered the acquisition,

construction and installation of certain improvements therein by Ordinance No. 3113, adopted on June 3, 2003;

WHEREAS, the total assessment roll within LID No. 145 was confirmed to be the amount of \$700,006.12;

WHEREAS, the owners of the property within said LID No. 145 have heretofore paid the sum, with interest earned, of approximately \$337,467.81, leaving an unpaid balance of assessments of \$362,538.31, which amount shall be produced by the issuance and sale of a single Local Improvement District No. 145 Bond, 2006; and

WHEREAS, the City desires to purchase the Bond authorized herein and believes that it is in the best interests of the City to do so and to authorize the issuance of its Local Improvement District No. 145 Bond, 2006 to secure repayment of the obligation;

NOW, THEREFORE, BE IT FURTHER ORDAINED as follows:

**Section 1: DEFINITIONS**

As used in this Ordinance, capitalized terms shall have the meanings provided in this Section. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Words imparting the singular number shall include the plural numbers and vice versa, unless the context shall otherwise indicate.

**Acquire, Acquiring or Acquisition** includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the federal government, the State of Idaho, any public body therein or any person or entity, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

**Bond** shall mean the “City of Coeur d’Alene Local Improvement District No. 145 Bond, 2006” herein authorized to be issued, sold, and delivered in the principal amount of \$362,538.31.

**Bond Fund** shall mean the “City of Coeur d’Alene Local Improvement District No. 145 Bond Fund” referred to in this Ordinance, created for the purpose of paying the principal of the Bond.

**Bond Ordinance** shall mean this Ordinance, adopted by the City Council, authorizing the issuance of the Bond.

**Bond Registrar** shall mean the Treasurer of the City, who shall also act as authenticating agent and paying agent, pursuant to this Ordinance.

**City** shall mean City of Coeur d’Alene, of Kootenai County, Idaho, a duly incorporated and existing municipal corporation organized and operating under the Constitution and laws of the State of Idaho.

**Clerk** shall mean the *de facto* or *de jure* City Clerk or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City Council, or his/her successor in function, if any.

**Code** shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

**Cost of the Project** or **Costs of the Project** or any phrase of similar import, shall mean all or any part designated by the Council of the costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Acquisition of the Project, including, without limitation:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the federal government, or from any other source, with approval of the Council, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents or employees;
- (4) The costs of contingencies;
- (5) The costs of any discount on the Bond and of any of the costs of issuance of the Bond;
- (6) The costs of funding any short-term financing, notes, or other temporary loans appertaining to the Project, and of the incidental expenses incurred in connection with such loans;
- (7) The Acquisition costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and appertaining to the Project, as estimated or otherwise ascertained by the City.

**Council** shall mean the City Council of the City of Coeur d'Alene, of Kootenai County, Idaho.

**Guarantee Fund** shall mean the "City of Coeur d'Alene Local Improvement Guarantee Fund" created for the purpose of guaranteeing, to the extent of such fund, the payment of principal of and interest on local improvement district bonds and notes of the City.

**Interest Fund** shall mean the “City of Coeur d’Alene Local Improvement District No. 145 Interest Fund” referred to in this Ordinance for the purpose of paying interest on the Bond.

**Improvement(s)** or **Improve** includes the Acquisition, extension, widening, lengthening, betterment, alteration, reconstruction, or other major improvement, or any combination thereof, of any properties pertaining to the System or an interest therein, but does not mean general maintenance or repair.

**Mayor** shall mean the *de facto* or *de jure* Mayor of the City, or any presiding officer or titular head of the City or his/her successor in functions, if any.

**Project** shall mean the roadway, water and sewer improvement project described and authorized by Ordinance No. 3113, and described herein.

**Registered Owner** or **Registered Owners** shall mean the City, as purchaser of the Bond.

**System** shall mean the roadway, water and sewer systems and facilities of the City, as each now exists, including the assets, real and personal, tangible and intangible, as it will be added to by the Acquisition of the Project, and as it may later be added to, improved and extended, and shall include buildings, structures, utilities or other income-producing property from the operation of or in connection with which revenues for the payment of the Bond to be issued hereunder will be derived, and the lands appertaining thereto, including, without limitation, any Improvement to be Acquired with the proceeds of the Bond.

**Treasurer** shall mean the Treasurer of the City, or his or his/her successor in functions, if any.

**Section 2: THE PROJECT**

A. **Project Description.** The City shall Acquire certain Improvements to the System, consisting of the following improvements on or adjacent to Government Way, within the City of Coeur d’Alene:

- (1) The significant reconstruction and widening of Government Way, including payment improvements, signals and traffic control devices;
- (2) The acquisition, construction and installation of storm water design and improvements;
- (3) The acquisition, construction and installation of water and sewer system upgrades and improvements; and
- (4) The acquisition of rights-of-way and relocation of utilities, as necessary;



together with engineering, legal, accounting, costs of bond issuance, costs of financial advice and other costs incidental thereto. All work will be performed and all materials supplied after the advertisement for bids therefor by giving notice calling for sealed bids for the construction of work.

Said Project is more fully described in the plans and specifications prepared by the City's Engineer, on file in the office of the City Clerk and hereby incorporated herein by this reference.

B. Cost of the Project. The total Cost of the Project was approximately \$6,000,000, with \$5,300,000 contributed by the City, approximately \$700,000 assessed against property within the LID, \$337,467.81 of which has heretofore been paid by property owners, and \$362,538.31 of which will be financed by the proceeds of the Bond. The remainder of the Cost of the Project, if any, will be paid with other legally available funds of the City.

### **Section 3: BOND AUTHORIZED**

One Local Improvement District No. 145 Bond, 2006 of the City, in fully registered form, designated "City of Coeur d'Alene Local Improvement District No. 145 Bond, 2006" in the principal amount of \$362,538.31, is hereby authorized to be issued, sold, and delivered.

### **Section 4: DESCRIPTION OF BOND**

The Bond shall be issued in fully registered form, shall be dated as of September 29, 2006, shall be in the total aggregate principal amount of \$362,538.31, and shall bear interest on the unpaid balance from the date of the Bond until paid at the rate of 4.50% per annum. Interest shall be calculated on the basis of a 365-day year.

Said Bond shall be payable in ten (10) equal annual installments of principal and interest, payable commencing on September 29, 2007 and on each September 29<sup>th</sup> thereafter to the date of maturity or prior redemption. The final annual installment may be in such greater or lesser amount as is necessary to fully pay both principal of and interest on said Bond within ten (10) years of its date.

The Bond shall be substantially in the form as set forth in Exhibit "A", attached hereto and hereby made a part hereof.

### **Section 5: SALE OF BOND AUTHORIZED**

The City has examined the interest rate available for obligations of this type, the rate the City could otherwise receive on funds it invests, the reduced cost of issuance, and the security of this investment in determining to issue this Bond to the City.

The sale of the Bond to the City of Coeur d'Alene (hereinafter "Registered Owner"), in accordance with its willingness to purchase the Bond, is hereby accepted, authorized and approved. The Council hereby declares that after considering the issuance costs and the time delay involved with a public sale of these Bonds, that it is in the best interests of the property

owners located within the boundaries of LID No. 145 for the City to acquire this Bond through either an interfund loan or other method through which the City may acquire the Bond and right to receive annual assessment payments from property owners within LID No. 145. The Council has also examined the rate of return that may be available and finds that the rate of return on the purchase of the Bond is in the best interests of the City.

#### **Section 6: EXECUTION AND DELIVERY OF BOND**

Without unreasonable delay, the City shall cause a definitive Bond to be prepared, executed and delivered, which Bond shall be lithographed or printed with engraved or lithographed borders. The Bond shall be signed by the Mayor of the Council of the City, countersigned by the Treasurer, and attested by the City Clerk (all of which signatures shall be manual), and the official seal of the City shall be impressed thereon. The Bond shall then be delivered to the Bond Registrar for authentication.

Only such Bond as shall bear therein a Certificate of Authentication in the form set forth in Exhibit "A", manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance, and such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated, and delivered hereunder and is entitled to the benefits of this Ordinance.

#### **Section 7: PLACE AND MANNER OF PAYMENT**

Both principal of and interest on the Bond is payable in lawful money of the United States of America by check or draft or electronic transfer on or before the due date to the Registered Owner at the address of such Registered Owner as shown on the registration books of the City (the "Bond Register") maintained by the Bond Registrar as of the close of business on the 15th day of the calendar month next preceding the payment date.

#### **Section 8: REDEMPTION PRIOR TO MATURITY**

A. Optional Redemption. The City hereby reserves the right, at its option, to prepay, on any annual payment date, the principal amount outstanding, in whole, or, in the manner hereinafter provided, in part, at any time while the Bond is held by the Registered Owner.

Partial prepayments shall be made in the amount of \$1,000 or in multiples thereof. No partial prepayment shall extend or postpone the due date of any subsequent installment. Any prepayment shall be made without penalty, additional interest, or charges.

B. Notice of Redemption. So long as the Bond is held by the City, no notice of prepayment is necessary. If the Bond is transferred, notice of any such intended redemption shall be mailed by registered mail to the new registered owner of the Bond at its address appearing on the Bond Register or at such other address as designated in writing to the Bond Registrar by the new registered owner, at least thirty (30) days prior to the redemption date.

If the Bond referred to herein is converted to a fully registered serial bonds, without coupons, the City reserves the right to redeem and call said serial bonds at par plus accrued interest to the date of redemption in inverse numerical order, at the option of the City, on any interest payment date, subject to written notice of such intended redemption to the Registered Owner in the manner provided by law.

C. Effect of Redemption. When so called for redemption, the Bond or such prepaid portion thereof shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding as of such redemption date.

### **Section 9: BOND REGISTRAR**

The Treasurer of the City is hereby appointed as bond registrar, authenticating agent, and paying agent, and is herein referred to as the “Bond Registrar.” The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bond. The Bond Registrar is authorized to authenticate and deliver the Bond in accordance with the provisions of such Bond and this Ordinance and to carry out all of the Bond Registrar's powers and duties under this Ordinance.

The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bond.

### **Section 10: BOND FUND AND INTEREST FUND**

The City Treasurer has been authorized and empowered to receive and collect all assessments levied on property within LID No. 145 to pay the Cost of the Project, the installments thereof, the interest thereon, and the penalties accrued, and to pay and disburse such payments to the person or persons lawfully entitled to receive the same, in accordance with the laws of the State of Idaho and all ordinances and resolutions of the City.

All moneys constituting payment of principal on said unpaid installments of assessments for LID No. 145 are to be deposited into a special fund, designated “City of Coeur d’Alene Local Improvement District No. 145 Bond Fund” (the “Bond Fund”), and shall be used and applied for the purpose of paying the principal of the Bond herein authorized and for no other purpose whatsoever, and as security for such payment the Bond Fund is hereby pledged.

All moneys constituting payment of interest on said unpaid installments of assessments for LID No. 145 are to be deposited into a special fund, designated “City of Coeur d’Alene Local Improvement District No. 145 Interest Fund” (the “Interest Fund”), and shall be used and applied for the purpose of paying the interest on the Bond herein authorized and for no other purpose whatsoever, and as security for such payment the Interest Fund is hereby pledged.

Both principal of and interest on the Bond are payable only out of said Bond Fund and Interest Fund, or out of the Local Improvement Guarantee Fund to the extent of such fund, and not otherwise.

Moneys in the Bond Fund and Interest Fund for LID No. 145 shall be deposited in such bank or banks as are designated as depositories of public moneys for the funds of the City under the depository laws of the State of Idaho for the deposit of public funds or investments as provided by law. Interest received on such funds to be deposited or invested shall be placed to the credit of the fund from which it was earned.

In the event the Bond Fund and Interest Fund should be insufficient to meet accruing payments of principal and interest on both the Bond and the Bond, the City agrees that the moneys on hand in the Bond Fund and Interest Fund shall be used first to pay the interest due and payable on the Bond in full, and then, if money is remaining after the payment of the interest owed in full, to pay the principal amount then due and payable on the Bond.

#### **Section 11: GUARANTEE FUND**

The City Treasurer is hereby authorized and empowered if the Council deems it necessary, to receive and collect any and all of the receipts of municipal taxes and charges lawfully levied and collected pursuant to Section 50-1762 Idaho Code, as amended, to place said moneys in the Guarantee Fund, heretofore created, to disburse therefrom said moneys for the payment of the principal of and interest on the Bonds as provided, if necessary to redeem said Bonds at maturity, both principal and interest, and to otherwise maintain and manage said funds in the manner heretofore specified.

#### **Section 12: LOST, STOLEN, MUTILATED OR DESTROYED BOND**

In case any Bond shall be lost, stolen, mutilated or destroyed, the Bond Registrar may authenticate and deliver a new Bond of like date, denomination, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City in connection therewith and upon his filing with the City evidence satisfactory to the City that such Bond was actually lost, stolen or destroyed and of this ownership thereof, and upon furnishing the City with indemnity satisfactory to the City.

#### **Section 13: RESTRICTED TRANSFER OF BOND**

The Registered Owner has agreed that the Bond (a) will not be registered under the Securities Act of 1933 and are not otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed on any stock or other securities exchange, (c) will carry no rating from any rating service, and (d) may not be readily marketable. The City must bear the economic risk of the investment for an indefinite period of time because the Bond will not be registered under the Securities Act of 1933 and, therefore, cannot be sold unless subsequently registered under such Act or an exemption from such registration is available.

#### **Section 14: TAX COVENANTS; NO SPECIAL DESIGNATION**

**A. Tax Covenants:** The City hereby covenants that it will not make any use of the proceeds of sale of the Bond or any other funds of the City which may be deemed to be proceeds

of such Bond pursuant to Section 148 of the Code which will cause the Bond to be an “arbitrage bond” within the meaning of said section and said regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) throughout the term of the Bond. The City hereby further covenants that it will not take any action or permit any action to be taken that would cause the Bond to constitute a “private activity bond” under Section 141 of the Code.

**B. No Special Designation:** The Bond has not been designated as a “Qualified Tax-Exempt Obligation” for purposes of Section 265(b) of the Code for banks, thrift institutions and other financial institutions.

**Section 15: ON-GOING DISCLOSURE**

The City is exempt from providing continuing disclosure pursuant to the Securities and Exchange Commission’s Rule 15c2-12, because the principal amount of the Bond authorized herein is less than \$1,000,000.

**Section 16: VALIDITY OF ISSUANCE**

The Bond is issued pursuant to the Local Improvement District Act, being Idaho Code Section 50-1701 through 50-1771, inclusive. This recital is conclusive evidence of the validity of the Bond and the regularity of its issuance.

**Section 17: DETERMINATION**

The Council does hereby find, determine, and declare that it is essential to the public interest, welfare, and convenience of the City and the inhabitants thereof to undertake and acquire the Project. Said Project will be paid for in part by the issuance of the Bond in conformity with the Idaho Code, as set forth herein.

**Section 18: SEVERABILITY**

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenants or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of the Ordinance or of the Bond.

**Section 19: REPEALER**

All prior resolutions or ordinances inconsistent herewith are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

**Section 20: PUBLICATION**

Pursuant to Section 50-1727, Idaho Code, this Ordinance, or a summary thereof in compliance with Section 31-715A, Idaho Code, shall be published once in the official newspaper of the City. Attached hereto as Exhibit "B" is a summary of this Ordinance, which is hereby approved for publication.

Any contest or proceeding to question the validity or legality of this Ordinance, or of any ordinance, resolution, or proceedings heretofore taken with respect to LID No. 145, or of the Bond authorized hereby, shall be brought in court by any person for any cause whatsoever after the expiration of thirty (30) days from the publication of this Ordinance, and after such time the validity, legality and regularity of this Ordinance and any ordinance, resolution, or proceedings with respect to LID No. 145, or the Bond authorized hereby, shall be conclusively presumed.

**Section 21: EFFECTIVE DATE**

This Ordinance shall take effect and be in full force from and after its passage, approval, and publication of a summary thereof one time in the official newspaper of the City. A summary of this Ordinance is attached hereto as Exhibit "B" and incorporated herein by reference.

Passed, under suspension of the rules, at a regular meeting of the City Council of the City of Coeur d'Alene held on the 17<sup>th</sup> day of October, 2006, upon which a roll call vote was duly taken and duly enacted.

ADOPTED this 17<sup>th</sup> day of October, 2006.

CITY OF COEUR D'ALENE,  
Kootenai County, Idaho

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

( S E A L )

**CERTIFICATION**

I, the undersigned, City Clerk of the City of Coeur d'Alene, of Kootenai County, Idaho, HEREBY CERTIFY that the foregoing Ordinance is a full, true and correct copy of a Ordinance duly adopted at a regular meeting of the City Council of said City, duly held at the regular meeting place thereof on October 17, 2006, of which meeting all members of said Councilmembers had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I FURTHER CERTIFY that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of said City on October 17, 2006.

---

City Clerk

( S E A L )

**Exhibit "A"**  
[Form of Bond]

REGISTERED  
\*Single Bond\*

REGISTERED  
\$362,538.31

UNITED STATES OF AMERICA  
STATE OF IDAHO  
COUNTY OF KOOTENAI

CITY OF COEUR D'ALENE  
LOCAL IMPROVEMENT DISTRICT NO. 145 BOND, 2006

See Reverse Side For  
Additional Provisions

<u>Interest Rate</u>	<u>Payment Dates</u>	<u>Registered Owner</u>
4.50%	September 29 <sup>th</sup> of each year	City of Coeur d'Alene, Idaho

KNOW ALL MEN BY THESE PRESENTS: That the City of Coeur d'Alene, of Kootenai County, Idaho (the "City"), for value received, promises to pay from the "City of Coeur d'Alene Local Improvement District No. 145 Bond Fund" (the Bond Fund") referred to in Ordinance No. \_\_\_\_\_, adopted on October 17, 2006, (the "Bond Ordinance") to the Registered Owner hereof, or registered assigns, on the maturity date specified above, the principal sum of

Three Hundred Sixty-Two Thousand Five Hundred Thirty-Eight  
and 31/100 Dollars - - - - - (\$362,538.31)

and to pay interest thereon from the "City of Coeur d'Alene Local Improvement District No. 145 Interest Fund" (the "Interest Fund") from the date hereof or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above. The first equally amortized payment of principal of and interest on the Bond will be made on September 29, 2007, in the amount of \$45,817.16, and annually thereafter on September 29<sup>th</sup> of each year in the same amount until the date of maturity or prior redemption of this Bond. The final payment may be in a greater or lesser amount as is necessary to pay the Bond in full within ten (10) years. Both principal of and interest on this Bond is payable only out of said Bond Fund and Interest Fund, respectively. However, in the event said Bond Fund and Interest Fund shall be insufficient to pay the Bond and the interest thereon as they become due, the deficiency shall be paid out of the City's Local Improvement Guarantee Fund, to the extent of such fund. The Bond has been authorized to be issued by the Bond Ordinance.



Section 50-1723, Idaho Code, reads as follows:

“LIABILITY OF MUNICIPALITY. The holder of any bond issued under the authority of this code shall have no claim therefor against the municipality by which the same is issued, except to the extent of the funds created and received by assessments against the property within any local Improvement district as herein provided and to the extent of the local improvement guarantee fund which may be established by any such municipality under the provisions of this code, but the municipality shall be held responsible for the lawful levy of all special taxes or assessments herein provided and for the faithful accounting of settlements and payments of the special taxes and assessments levied for the payment of the bond as herein provided. The owners and holders of such bond shall be entitled to complete enforcement of all assessments made for the payment of such bond. A copy of this section shall be plainly written, printed or engraved on the face of each bond so issued.”

Reference is hereby made to additional provisions of this Bond set forth on the reverse side hereof, and such additional provisions shall for all purposes have the same effect as if set forth in this space.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Coeur d’Alene, of Kootenai County, Idaho, acting through its City Council, has caused this Local Improvement District No. 145 Bond, 2006, to be signed by the manual signature of the Mayor, countersigned by the manual signature of the City Treasurer, and attested by the manual signature of the City Clerk, and the official seal of the City to be impressed hereon, as of this 29<sup>th</sup> day of September, 2006.

CITY OF COEUR D’ALENE,  
of Kootenai County, Idaho

\_\_\_\_\_  
(Manual Signature)

Mayor

\_\_\_\_\_  
(Manual Signature)

City Treasurer

ATTEST:

\_\_\_\_\_  
(Manual Signature)

City Clerk

( S E A L )

CERTIFICATE OF AUTHENTICATION

This Bond is the “City of Coeur d’Alene Local Improvement District No. 145 Bond, 2006”, dated as of September 29, 2006, described in the within-mentioned Bond Ordinance.

Date of Authentication: \_\_\_\_\_, 2006.

CITY OF COEUR D’ALENE  
of Kootenai County, Idaho

By: \_\_\_\_\_ (Manual Signature)  
City Treasurer, as Bond Registrar

**(Reverse Side of Bond)**

ADDITIONAL BOND PROVISIONS

This Bond in the principal amount of \$362,538.31 is issued pursuant to and in full compliance with the Constitution and laws of the State of Idaho, particularly Title 50, Chapter 17 and Title 31, Chapter 7 of the Idaho Code and the Bond Ordinance.

The City Council of said City, as the agent for said Local Improvement District No. 145, created by Ordinance No. 3113 of the City, adopted on June 3, 2003, has caused this Bond to be issued in the name of the City as a single Bond of said Local Improvement District No. 145, said Bond, or the proceeds thereof, to be applied in payment of road, water and sewer improvements within Local Improvement District No. 145.

Payment of the principal of and interest on this Bond is to be borne by owners of property within Local Improvement District No. 145 from special assessments levied upon all property benefited by the improvements made therein. The Registered Owner of this Bond shall look only to the Bond Fund, the Interest Fund, and the Local Improvement Guarantee Fund provided by Section 50-1762 of the Idaho Code, for the payment of either the principal of or the interest on this Bond. The principal sum of this Bond shall be payable from a separate fund under the control of the City Treasurer and designated “City of Coeur d’Alene Local Improvement District No. 145 Bond Fund,” pledged solely for the payment of the principal of this Bond and consisting of all moneys constituting the payment of principal of assessments unpaid at the time of the issuance of this Bond. Interest hereon shall be payable from a separate fund under the control of the City Treasurer and designated “City of Coeur d’Alene Local Improvement District No. 145 Interest Fund,” pledged for the payment of the interest on this Bond and consisting of all moneys constituting the payment of interest on assessments unpaid at the time of the issuance of this Bond. Both Funds have been created by the Bond Ordinance.

The Bond is subject to redemption at the times and upon the giving of notice as provided in the Bond Ordinance.

The assessments authorized by the assessment roll in Local Improvement District No. 145 are a lien upon the property assessed and have been pledged to pay the principal of and interest on this Bond pursuant to Chapter 17, Title 50, Idaho Code, the Local Improvement District Code of Idaho, and pursuant also to the ordinances and resolutions of the City.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts and things required by the Constitution and laws of the State of Idaho and the ordinances and resolutions of the City to exist, to happen, and to be performed precedent to and in the issuance of this Bond necessary to constitute the same a legal, binding, and valid special obligation of Local Improvement District No. 145, in accordance with the tenor and terms of said Bond, have existed, have happened, and have been performed in due time, form, and manner; and that the aforesaid special assessments have been legally levied and that this Bond does not exceed the amount of unpaid assessments.

(NO WRITING TO BE PLACED HEREIN EXCEPT BY THE BOND REGISTRAR)

REGISTRATION CERTIFICATE

This Bond shall be payable only to the order of the Registered Owner or his legal representative.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
September 29, 2006	City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, ID 83814	_____ City Treasurer

Transfer Restriction

The Registrar is authorized to transfer this Bond only to individuals or entities who satisfy the requirements of the Bond Ordinance and have executed a Certificate of Investigation by Purchaser at Private Sale substantially in the form as executed to the initial Purchaser hereof.

LEGAL OPINION

I, the undersigned, City Clerk of the City of Coeur d'Alene, Kootenai County, Idaho, DO HEREBY CERTIFY that the legal opinion of Preston Gates & Ellis LLP, of Coeur d'Alene, Idaho, which opinion is dated the date of delivery of and payment for the Bond described therein, an original of which was delivered to me on said date, is a part of the permanent records of the City.

CITY OF COEUR D'ALENE  
Kootenai County, Idaho

(Manual Signature)

---

City Clerk

**Exhibit “B”**  
[Summary Ordinance for Publication]

**CITY OF COEUR D’ALENE**  
**Kootenai County, Idaho**

**LOCAL IMPROVEMENT DISTRICT NO. 145 BOND, 2006**  
**Principal Amount of \$362,538.31**

The Title of Ordinance No. \_\_\_\_\_, adopted by the City Council of City of Coeur d’Alene on October 17, 2006, is as follows:

**AN ORDINANCE OF THE CITY OF COEUR D’ALENE, OF KOOTENAI COUNTY, IDAHO, DECLARING THE COST OF ACQUIRING, CONSTRUCTING, AND INSTALLING IMPROVEMENTS TO THE ROADWAY, WATER AND SEWER SYSTEMS OF THE CITY; AUTHORIZING THE ISSUANCE AND SALE OF A SINGLE LOCAL IMPROVEMENT DISTRICT NO. 145 BOND, 2006 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$362,538.31; PROVIDING FOR THE DATE, FORM, MATURITY AND DESIGNATION OF SAID BOND; FIXING THE RATE OF INTEREST AND MANNER OF REPAYMENT OF SAID BOND; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF SAID BOND; SETTING FORTH CERTAIN PROVISIONS REGARDING THE CITY’S GUARANTEE FUND; APPROVING THE SALE OF SAID BOND; PROVIDING FOR CERTAIN COVENANTS RELATING TO FEDERAL TAX LAW; PROVIDING FOR THE EFFECTIVE DATE HEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

**Section 1:** Defines various terms and phrases used in the Ordinance.

**Section 2:** Describes the Project accomplished within LID No. 145 and the total cost of the Project.

**Section 3:** Authorizes a single Local Improvement District No. 145 Bond in the principal amount of \$362,538.31 to be issued, sold and delivered.

**Section 4:** Describes the Bond as being in the form of a single bond, payable annual on September 29 of each year for ten (10) years.

**Section 5:** Authorizes the sale of the Bond to the City.

**Section 6:** Describes execution and delivery of the Bond.

**Section 7:** Describes the place and manner of payment.

**Section 8:** Authorizes redemption of the Bond prior to maturity.

**Section 9:** Designates the City Treasurer as Bond Registrar.

**Section 10:** Describes the Bond Fund and Interest Fund for payment of the Bond.

**Section 11:** Authorizes the City Treasurer to collect funds for the Guarantee Fund as created by law.

**Section 12:** Provides a cure for a lost, stolen, mutilated or destroyed Bond.

**Section 13:** Restricts transfer of the Bond.

**Section 14:** Covenants the City will not misuse the proceeds of the Bond and has not designated the Bond as a “Qualified Tax-Exempt Obligation”.

**Section 15:** States the City is exempt from continuing disclosure requirements of SEC Rule 15c2-12 because the principal amount of the Bond is less than \$1,000,000.

**Section 16:** Recites conclusive evidence of validity of Bond.

**Section 17:** Determines the Bond is essential to the public interest, welfare and convenience of the City and its inhabitants.

**Section 18:** Severs any part of the Ordinance found to be contrary to law.

**Section 19:** Repeals all prior resolutions or ordinances inconsistent with this Ordinance.

**Section 20:** Provides for publication of this Ordinance summary.

**Section 21:** Sets forth the effective date of the Ordinance.

**Exhibit “A”:** Provides a form of Bond.

**Exhibit “B”:** Provides this summary for publication.

A complete copy of Ordinance No. \_\_\_\_\_ is available at the office of the City Clerk of the City of Coeur d'Alene and will be provided to any citizen upon personal request during normal business hours.

CITY OF COEUR D'ALENE

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

( S E A L )

**CERTIFICATION OF BOND COUNSEL**

I, the undersigned bond counsel to the City of Coeur d'Alene, of Kootenai County, Idaho, hereby certify that I have read the attached Summary of Ordinance No. \_\_\_\_\_ and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.


DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By \_\_\_\_\_  
s/Michael C. Ormsby  
Michael C. Ormsby

# PUBLIC HEARINGS



CITY COUNCIL  
STAFF REPORT

**DATE:** October 17, 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Addition. The Public Works Committee at the August 21, 2006 meeting directed staff to proceed to public hearing on the subject vacation. The City Council on October 3, 2006 heard testimony and voted to continue the hearing to the 17<sup>th</sup> of October.

**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 22<sup>nd</sup> 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.

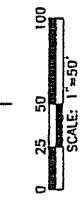
**SUMMARY:**

A request for the vacation of an undeveloped pedestrian access between Preakness Avenue and Thomas Lane in the Bentwood Park 3<sup>rd</sup> Addition has been submitted. The access way was never developed for the intended purpose, and, the adjacent presence of the fully developed 22<sup>nd</sup> 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 CASE OR COEUR D'ALENE MONUMENT CASE
- SET 5/8"x30" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003" UNLESS OTHERWISE NOTED
- FOUND 1/2"x24" REBAR WITH YELLOW PLASTIC CAP MARKED "A&C, INC. LS #1003" UNLESS OTHERWISE NOTED
- 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	4.15

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BRG.	CHORD
C11	31.70'	20.00'	90°49'14"	20.29'	N45°41'05"E	28.49'	
C12	31.18'	20.00'	89°19'26"	19.77'	N44°23'14"W	28.12'	
C13	22.45'	38.50'	33°24'38"	11.55'	N74°14'44"E	22.13'	
C14	54.73'	79.50'	39°26'40"	28.50'	N77°15'45"E	53.66'	
C15	59.84'	79.50'	43°12'00"	31.48'	N61°24'55"W	58.53'	
C16	60.78'	79.50'	43°48'19"	31.58'	N17°54'46"W	59.31'	
C17	41.28'	79.50'	29°41'44"	21.08'	N16°50'16"E	40.74'	
C18	22.45'	38.50'	33°24'38"	11.55'	N16°58'49"E	22.13'	
C19	31.13'	20.00'	89°10'46"	19.72'	N44°18'54"W	28.08'	
C21	75.61'	48.50'	89°19'26"	47.93'	N44°23'14"W	68.18'	

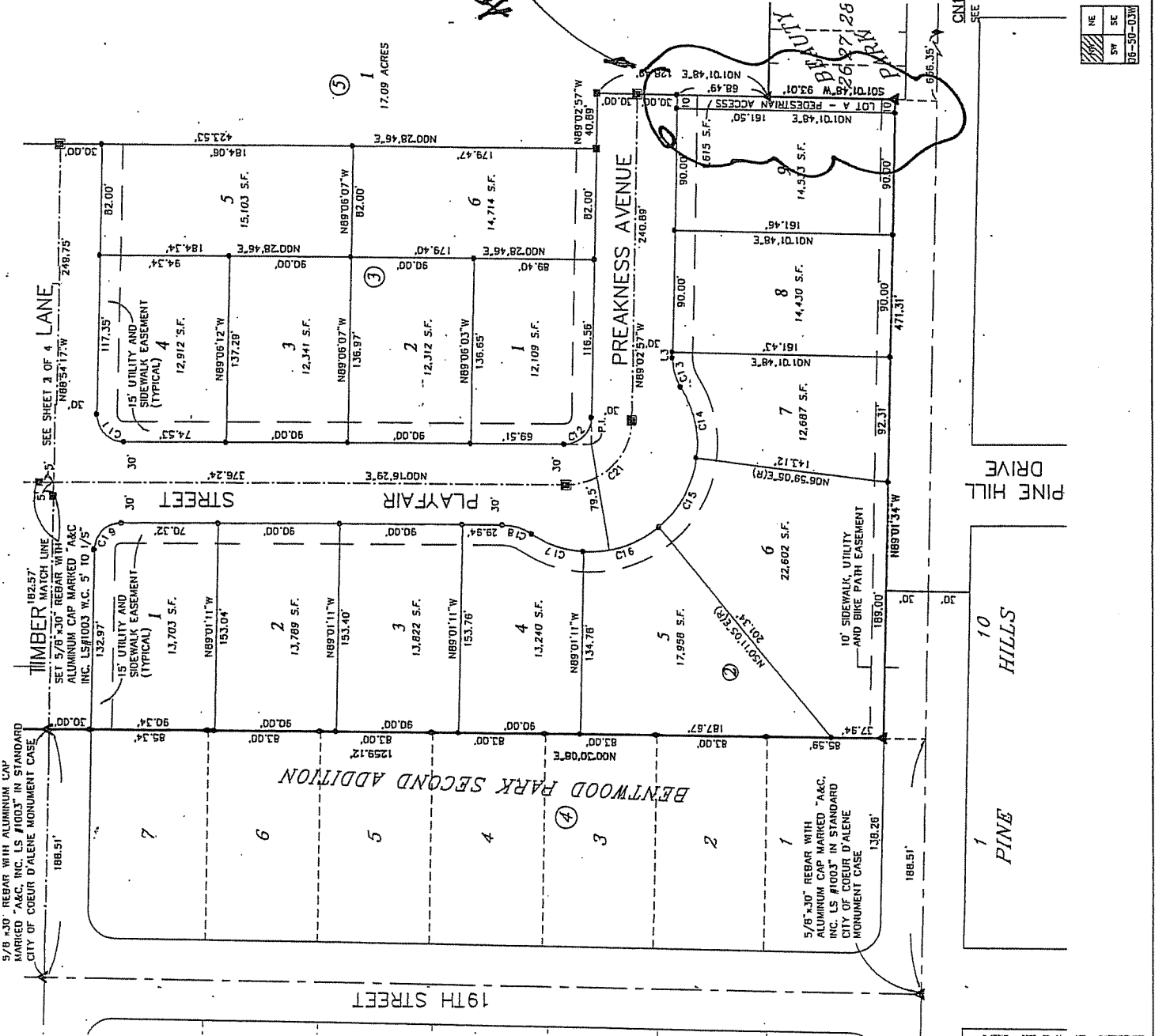


SHEET 3 OF 4

**AC**  
 Adams & Clark, Inc.  
 300 N. 10th St.  
 Post Falls, ID 83854  
 (208) 771-1812  
 W.O. NO. 20012502.4

DATE: 11/12/02  
 DWG. BY: JSH  
 SCALE: 1"=50'  
 F.B. NO.: PFB

FOR: BENTWOOD, LLC



*Request Area of 0.5 Acres*

*Area of 0.5 Acres*

CN1/16 CORNER  
 SEE SHEET 1


NE	SE	SW	NW

PINE HILL DRIVE

10 PINE HILLS

1 PINE

CITY COUNCIL  
STAFF REPORT

**DATE:** October 17, 2006  
**FROM:** Christopher H. Bates, Project Manager   
**SUBJECT:** Vacation of North Street, Between Davidson & Emma Avenues

---

**DECISION POINT:**

Ron Ayers, applicant and owner of the property that adjoins both sides of the noted North Street, is requesting the vacation of the developed roadway in order to combine the property's that are situated on either side (Garden Motel on the west, vacant on the east). This will allow the applicant to proceed with a development plan that will utilize the complete property, which combined with the r/w, would total approximately 4.5 acres.

**HISTORY:**

The noted North Street originated on the plat of the East LaCrosse Addition in 1907. The street which is a fully developed 36' wide road section, serves as a north/south cross street (attached map) but has no residences situated on it. There are no sanitary or storm water facilities in the street, however, there are two City water mains, a 6" AC line that at one time provided service to the easterly property which is now vacant and the services have since been abandoned, and, a 10" C-900 main that provides for fire flows and service to the multi-family units that are located on the north side of Emma Avenue. The Coeur d'Alene Public Works Committee at their regular meeting on Sept. 11, 2006, directed staff to proceed with this request to the City Council.

**FINANCIAL ANALYSIS:**

There would be no negative financial impact to the City if the vacation request were approved. The City would no longer have to maintain a portion of roadway that could be removed from the street inventory (not a significant impact), and, would eventually gain tax revenue from the development of the subject property. The developer would be responsible for all costs for the relocation of water mains (per City Water Dept. direction) at the time of development on the subject property.

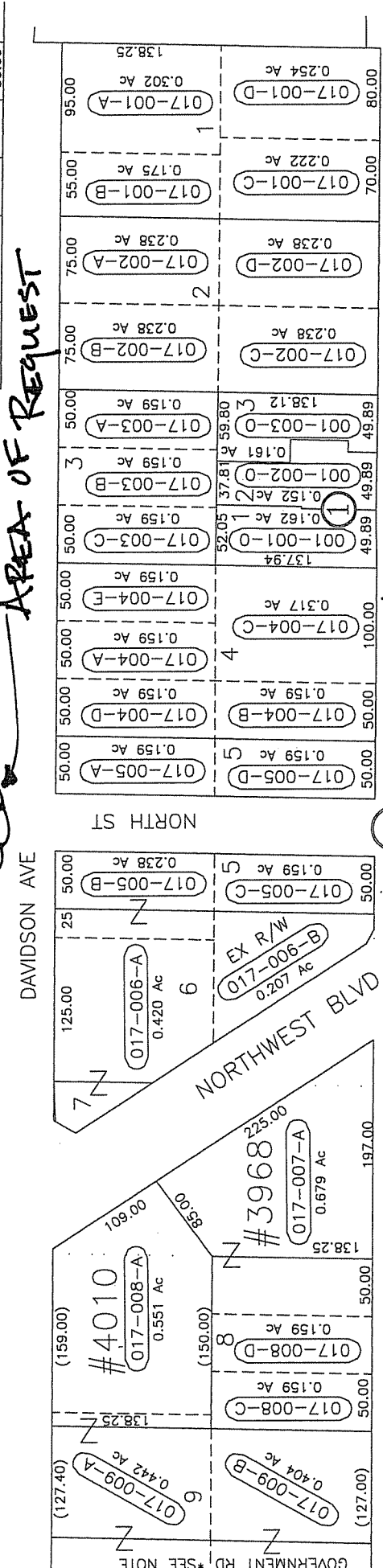
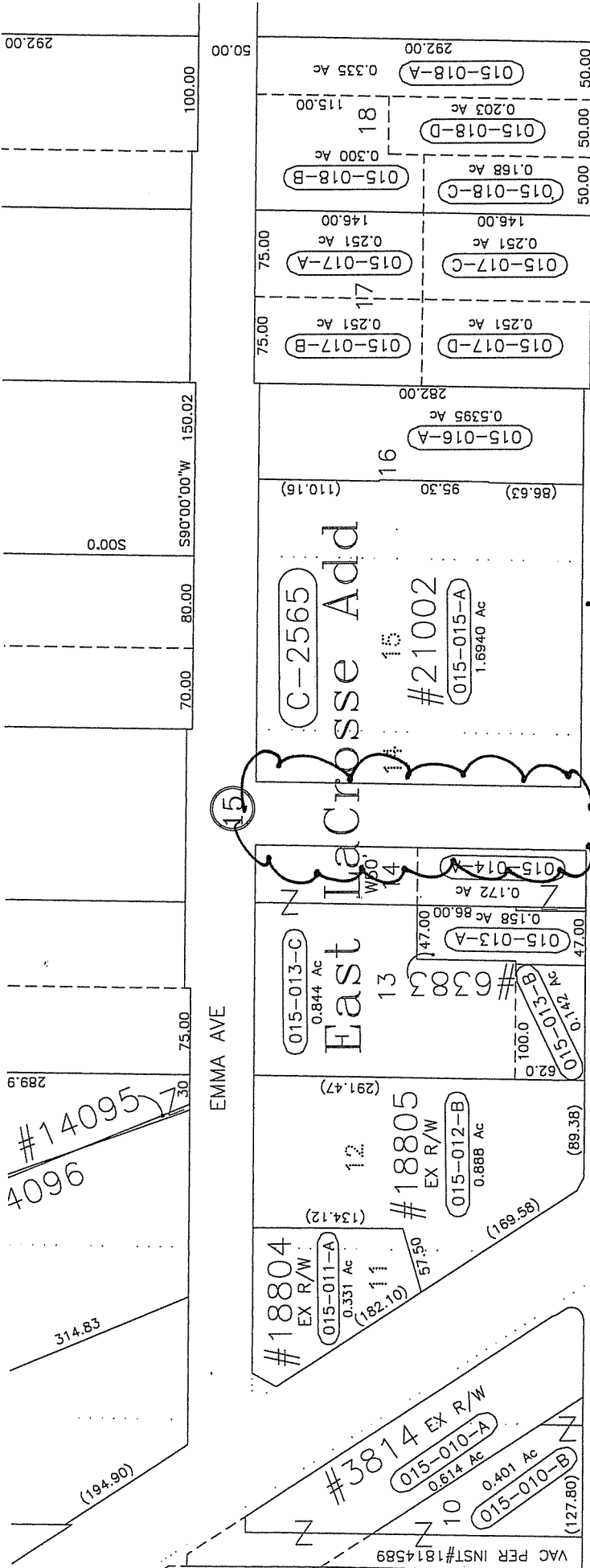
**PERFORMANCE ANALYSIS:**

The applicant is proposing a long range development plan for the overall site that would include the subject r/w. The plan, while in the preliminary stages, is a combination commercial/residential development that would be made feasible by the vacation of the portion of North Street that bisects the property. The vacation of the roadway would enable the applicant to take advantage of the variance in elevation (+/- 50') from the NW Boulevard frontage to the easterly boundary of the site.

**SUMMARY:**

Applicant Ron Ayers is requesting the vacation of the right-of-way of North Street between Davidson & Emma Avenues in order to combine the adjoining property that he owns on either side. The vacation would allow him the ability to create a uniform development on the combined +/- 4.5 acres without a street bisecting the site. There are no City storm or sanitary facilities in the

road, however, there are two (2) City water mains that would remain in place in an easement or be relocated at the developers cost.



Gray's Add C-4408

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 8/31/06	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/06
General-Designated	\$1,170,817	\$5,192	\$55,261	\$1,120,748
General-Undesignated	6,973,756	13,204,942	15,851,118	4,327,580
<u>Special Revenue:</u>				
Library	128,534	6,896	98,889	36,541
Cemetery	(12,679)	15,134	24,559	(22,104)
Parks Capital Improvements	915,642	96,922	512,539	500,025
Impact Fees	2,365,613	58,056		2,423,669
Annexation Fees	54,661	214		54,875
Insurance	971,207	1,031,754	10,710	1,992,251
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	245,785	3,000	800	247,985
LID Guarantee	162,894	638		163,532
LID 124 Northshire/Queen Anne/Indian Meadows	105,564	4,038		109,602
LID 127 Fairway / Howard Francis	103,761	172	172	103,761
LID 129 Septic Tank Abatement	265,644	1,504		267,148
LID 130 Lakeside / Ramsey / Industrial Park	239,413			239,413
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	45,273	609		45,882
LID 137 Govt Way / Kathleen / WWTP Cap Fees	74,666	167		74,833
LID 143 Lunceford / Neider	48,776			48,776
LID 145 Government Way	-			-
LID 146 Northwest Boulevard	198,643			198,643
LID 148 Fruitland Lane Sewer Cap Fees	13,193			13,193
<u>Capital Projects:</u>				
Street Projects	1,479,040	118,098	427,259	1,169,879
2006 GO Bond Capital Projects	6,581,252	115,667	350,902	6,346,017
<u>Enterprise:</u>				
Street Lights	(122,730)	40,344	49,378	(131,764)
Water	1,073,974	540,133	530,244	1,083,863
Water Capitalization Fees	2,776,724	62,333	3,560	2,835,497
Wastewater	4,506,990	589,055	1,350,766	3,745,279
Wastewater-Reserved	1,529,580	27,500		1,557,080
WWTP Capitalization Fees	5,750,637	104,014		5,854,651
WW Property Mgmt	60,668			60,668
Sanitation	255,345	241,648	270,823	226,170
Public Parking	513,568	12,429	18,401	507,596
Stormwater Mgmt	328,547	102,481	198,912	232,116
Water Debt Service	119			119
Wastewater Debt Service	344	1		345
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	186,217	172,022	358,239	-
LID Advance Payments	922	110		1,032
Police Retirement	1,381,209	79,663	108,244	1,352,628
Cemetery P/C	1,950,865	13,390	7,075	1,957,180
Sales Tax	1,404	906	1,404	906
Fort Sherman Playground	7,932	31	977	6,986
Jewett House	5,024	20	147	4,897
KCATT	3,093	12		3,105
Reforestation	189,190	3,091	1,000	191,281
CdA Arts Commission	1,192	5	471	726
Public Art Fund	48,924	28,342	10,000	67,266
Public Art Fund - LCDC	87,224	35,133	2,000	120,357
Public Art Fund - Maintenance	61,506	9,530	27	71,009
KMPO - Kootenai Metro Planning Org	52,868	14,330	32,001	35,197
BID	119,387	4,329	26,000	97,716
Homeless Trust Fund	228	286	514	-
<b>GRAND TOTAL</b>	<b>\$42,902,407</b>	<b>\$16,744,141</b>	<b>\$20,302,392</b>	<b>\$39,344,156</b>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
30-Sep-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$152,380	\$155,906	102%
	Services/Supplies	23,345	15,280	65%
Administration	Personnel Services	398,030	396,878	100%
	Services/Supplies	54,290	52,816	97%
Finance	Personnel Services	520,965	494,334	95%
	Services/Supplies	124,220	82,208	66%
Municipal Services	Personnel Services	581,262	568,681	98%
	Services/Supplies	371,215	317,822	86%
	Capital Outlay	14,000	13,526	97%
Human Resources	Personnel Services	167,065	168,074	101%
	Services/Supplies	53,952	42,397	79%
	Capital Outlay			
Legal	Personnel Services	925,404	931,923	101%
	Services/Supplies	107,986	108,141	100%
	Capital Outlay			
Planning	Personnel Services	408,242	408,397	100%
	Services/Supplies	51,900	47,525	92%
Building Maintenance	Personnel Services	154,053	153,323	100%
	Services/Supplies	181,100	155,373	86%
	Capital Outlay			
Police	Personnel Services	6,430,776	6,301,545	98%
	Services/Supplies	495,774	492,399	99%
	Capital Outlay	206,626	183,803	89%
Fire	Personnel Services	4,259,575	4,229,395	99%
	Services/Supplies	395,275	373,520	94%
	Capital Outlay			
General Government	Personnel Services	62,400	6,817	11%
	Services/Supplies	1,881,822	1,881,822	100%
Local Law Enforcemnt Grant	Services/Supplies	18,185	18,185	100%
Byrne Grant (Federal)	Personnel Services	18,091	22,242	123%
	Services/Supplies	100,066	32,389	32%
	Capital Outlay			
COPS Grant	Services/Supplies	317,450	203,810	64%
Byrne Grant	Personnel Services	35,044	35,615	102%
	Services/Supplies	3,000	3,000	100%
K.C.J.A. Drug Task Force	Services/Supplies	27,459	18,807	68%
	Capital Outlay			



CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
30-Sep-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2006	PERCENT EXPENDED
US Streets	Personnel Services	1,617,693	1,470,923	91%
	Services/Supplies	454,450	433,155	95%
	Capital Outlay	530,000	405,403	76%
Growth Services	Personnel Services	1,212,257	1,039,440	86%
	Services/Supplies	1,039,714	807,635	78%
	Capital Outlay	80,000	67,821	85%
Parks	Personnel Services	884,276	868,626	98%
	Services/Supplies	262,900	241,675	92%
	Capital Outlay	58,000	28,995	50%
Recreation	Personnel Services	525,415	452,662	86%
	Services/Supplies	164,475	152,418	93%
	Capital Outlay	52,600	52,600	100%
City Properties	Capital Outlay	251,697		
Total General Fund		<u>25,674,429</u>	<u>23,937,306</u>	<u>93%</u>
Library	Personnel Services	720,012	749,789	104%
	Services/Supplies	111,614	107,691	96%
	Capital Outlay	41,024	43,402	106%
Cemetery	Personnel Services	146,252	145,183	99%
	Services/Supplies	92,080	81,657	89%
	Capital Outlay	24,000	13,440	56%
Impact Fees	Services/Supplies	1,972,000	1,851,082	94%
Annexation Fees	Services/Supplies	410,000	410,000	100%
Parks Capital Improvements	Capital Outlay	1,089,000	851,382	78%
Insurance	Services/Supplies	291,500	245,762	84%
Total Special Revenue		<u>4,897,482</u>	<u>4,499,388</u>	<u>92%</u>
Debt Service Fund		<u>2,504,674</u>	<u>2,430,435</u>	<u>97%</u>
Ramsey Road	Capital Outlay	1,082,000	308,410	29%
Government Way - Phase 2	Capital Outlay	4,000	4,233	106%
Kathleen & Atlas Signal	Capital Outlay	230,000	368,123	160%
Ped Ramps	Capital Outlay	50,000	49,477	99%
Northwest Boulevard	Capital Outlay	3,200	3,200	100%
4th St - Anton to Timber	Capital Outlay	388,000	382,950	99%
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	694,580		
Seltice Way	Capital Outlay	136,000	137,477	101%
US Bank Grant - Seltice	Capital Outlay	10,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay	647,889	458,571	71%
Library Building	Capital Outlay	2,000,000	1,270,165	64%
Fire Dept GO Bond Expenditure	Capital Outlay	552,487	420,137	76%
Total Capital Projects Funds		<u>5,798,156</u>	<u>3,402,743</u>	<u>59%</u>
Street Lights	Services/Supplies	531,711	437,600	82%

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
30-Sep-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2006	PERCENT EXPENDED
Water	Personnel Services	1,122,946	1,056,278	94%
	Services/Supplies	2,855,027	1,401,763	49%
	Capital Outlay	4,916,000	3,530,991	72%
	Debt Service	340,500	340,500	100%
Water Capitalization Fees	Services/Supplies	1,400,000		
Wastewater	Personnel Services	1,687,809	1,543,492	91%
	Services/Supplies	3,390,500	1,490,882	44%
	Capital Outlay	9,525,200	8,458,184	89%
	Debt Service	919,950	920,675	100%
WW Capitalization	Services/Supplies	4,234,109		
Sanitation	Services/Supplies	2,901,122	2,864,629	99%
Public Parking	Services/Supplies	180,309	119,925	67%
	Capital Outlay	291,940	11,755	4%
Stormwater Mgmt	Personnel Services	327,003	284,637	87%
	Services/Supplies	497,634	413,856	83%
	Capital Outlay	465,000	399,144	86%
Total Enterprise Funds		<u>35,586,760</u>	<u>23,274,311</u>	<u>65%</u>
Kootenai County Solid Waste		1,500,000	1,328,835	
Police Retirement		234,000	233,691	100%
Cemetery Perpetual Care		101,000	101,016	100%
Jewett House		18,860	13,346	71%
Reforestation		23,200	3,628	16%
CdA Arts Commission		6,000	5,428	90%
Public Art Fund		20,000	22,897	114%
Public Art Fund - LCDC		20,000	11,972	60%
Public Art Fund - Maintenance		1,000	395	40%
Fort Sherman Playground		1,000	977	98%
KMPO		331,797	308,567	93%
Business Improvement District		122,000	106,000	87%
Homeless Trust Fund		5,000	3,599	72%
Total Trust & Agency		<u>2,383,857</u>	<u>2,140,351</u>	<u>90%</u>
TOTALS:		<u><u>\$76,845,358</u></u>	<u><u>\$59,684,534</u></u>	<u><u>78%</u></u>