



Coeur d'Alene

CITY COUNCIL MEETING

November 20, 2007

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
NOVEMBER 6, 2007**

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

Sandi Bleom Mayor

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

Mike Kennedy)	Members of Council Absent
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CALL TO ORDER: The meeting was called to order by Mayor Bloem.

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

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

PRESENTATION - STUDENT ATHLETE RECOGNITION: School Superintendent Harry Amend introduced the three coaches from the three teams who had 100% participation in the random drug testing program at the two high schools.

From the Coeur d'Alene High School Varsity Cheer Squad, Coach Tiffany Duce introduced the following students who participated in voluntary drug testing: Mariah Caldero, Ilysa Carl-Butterfield, Jessy Carlson, Angela Dodge, Abby Duke, Angie Duke, Alexandra Fabian, London Gray, Kelsey Kaufman, Keilah Keiser, Kaylee Kosareff, Courtney Kriss, Jessica Lancaster, Contessa Payne, Brittney Price, Peyton Romano, Sarah Taruscio, Mikayla Tetreault, Larrissa Trevino, Chanel Wheeler, Hailey Wolf and Ashley Wright-Luttrell.

Coach Randy Astin, announced that the participants from the Coeur d'Alene High School Girls Junior Varsity Soccer team are: Jamie Meredith, Katie Robinson, Sarah St. John, Haley Hollenbach, Kaitlyn Nearing, Alex Jacobson, Miranda Fox, Jayden Suttlemyre, Christina McCullough, Jessica Ball, McKenna Yetter, Hanna Kender, Chloe White, Vanessa McKeeken, Alisha Buechler, Christine Woeller, Meghan Ward, Emily Choesman, Charlotte Fyhr, Sydney Kohles and Shelby Flaherty.

Coach Jennifer Bassett, representing the Lake City High School, announced that the following students from the Varsity Cheer Squad participated in the drug testing program: Kendi Atteberry, Natalie Brown, Michelle Butterfield, Lindsey Clausen, Ashlin Cox, Jenna Hall, Heather Holton, Mitchell Kennedy, Elise Logan, Mara Makinson, Lauren Ong, Raelynn Petersen, Elissa Raynor, Christina Rolfe, Brittney Sampson, Ashley Sampson, Michaela Starnes, Brianna Sullivan, Faith Thompson and Kelsey Tibbitts.

In closing, Superintendent Hammond thanked Councilman Reid for the tremendous amount of work she has done to educate the public on drug and alcohol abuse issues in our youth and the work she has done on the Enough is Enough Committee.

Councilman Reid also thanked Pastor Tim Remington and Steve Walsh from the Character Council for their partnership in this program.

PUBLIC COMMENTS:

STAFF INTRODUCED: Wastewater Superintendent, Sid Fredrickson, introduced the newest member of his team, John Dearth who is the Laboratory Supervisor and Pretreatment Coordinator for the City's Wastewater Treatment Plant.

PERSONS FIELD: Jody Teeter, 1320 Pennsylvania, requested that the City maintain Person's Field as a park. She noted that although Person's Field is listed as a Special Use Field in the Parks Master Plan, she urged the Council to work with the School District to acquire their half of the Person's Field to maintain the entire area as a park. She believes that if anything is done at this site that the neighbors should be notified first.

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

1. Approval of minutes for October 16, 24, 2007.
2. Setting the Public Works Committee and General Services Committee meetings for Tuesday, November 13th at 4:00 p.m.
3. 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 AUTHORIZING THE DESTRUCTION OF CERTAIN PLANNING DEPARTMENT RECORDS; APPROVAL OF A MEMORANDUM OF AGREEMENT WITH GREENSTONE-KOOTENAI, INC. FOR PUD-2-05M, COEUR D' ALENE PLACE – SORBONNE ADDITION AND APPROVAL OF A GROUND LEASE AGREEMENT FOR WINTON PARK PROPERTY WITH COEUR D' ALENE SCHOOL DISTRICT 271 AND NORTHWEST BOULEVARD INVESTMENTS, LLC.
4. Approval of additional funding of \$14,000.00 for the Atlas Trail Extension Project.
5. Setting of public hearing for amending Jewett House, Parks and Cemetery Fees for December 4, 2007.
6. Approval of cemetery lot transfers from W. J. Trueblood to Donna Landes and from W. J. Trueblood to Sally Miles and then to William G. Miles.

7. Approval of cemetery lot repurchase from Cara Lynne Ann Finney.
8. Approval of Findings and Order for Amendments to the zone change requirements at 702 N. 4th Street.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN HASSELL: Reminded residents that today there is a City General Election and there is still time to vote.

COUNCILMAN MC EVERS: Presented a video of the newly dedicated Public Safety Training Facility has funded through the voter-approved General Obligation Bond.

COUNCILMAN GOODLANDER: Thanked Councilman McEvers for his work on providing this video and all his work on CDA TV. She also noted that the public's use of the new Library is increasing every day.

APPOINTMENT - CHILDCARE COMMISSION: Motion by Hassell, seconded by Goodlander to accept the appointment of Linda Falk to the Childcare Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel reported the following: In recognition of Veteran's Day, City Hall will be closed next Monday, November 12th. Tuesday, November 13, 2007, marks the start of the city's annual leaf pick-up program. Crews start in the south end of the city and work their way northward until completed. Completion is expected by Wednesday, November 21st. If you have questions or need additional information please call the Street Maintenance Department at 769-2233. Daily morning updates will be provided to you on KVNI Radio (AM 1080). The draft Parks Master Plan is available on our website. Click on the link on the main page at www.cdavid.org. The Police Department's Executive Assistant, Nancy Cota, received the Soroptimist Women's Forum "Woman of Distinction" award on Friday for the public service category. Police Officer Crystal Miller received the Domestic Violence prevention award for the Coeur d'Alene Police Department last Friday. On October 30th, the PD hosted a thank you luncheon organized by Sgt. Christie Wood to honor and thank the Police Department volunteers. Each of the volunteers honored have over 500 hours of service to the Police Department. Special thanks to Bud Arce, Joe Barrett, Paul McGraw, Jeremiah Halbert, Carolyn Cross, and Judy Blankenship! We still have a crew assisting with the devastating fires in California. Lt. Bob Shovald and Firefighter Joe Weihart have been working the Santiago Fire in Riverside County since last Friday. That fire is 90% contained and we expect them to be released this weekend. We have heard from folks at the fires and they commend the crew for their diligence and hard work. They are representing the City proudly. October statistics for the new library are simply amazing. Over 29,037 people came through the doors – a 57% increase over October of last year. Checkouts of books, CDs, DVDs, computers, electronic databases and more

totaled over 53,000 – a 61% increase over last year. Over 40 groups used the three meeting rooms and library staff issued 1119 more library cards.

ORDINANCE NO. 3321
COUNCIL BILL NO. 07-1043

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 8.06.020 TO DEFINE FIRE RESTRICTIONS AT CITY OWNED NATURAL OPEN SPACES; 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.

STAFF REPORT: Parks Director noted that although there is a ban of open fires of any sort on our natural parks area, the code does not include smoking, and so staff is requesting that the codes be amended to include prohibiting smoking in these areas.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 07-1043.

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

Motion by Edinger, seconded by Reid to suspend the rules and to adopt Council Bill No. 07-1043 by its having had one reading by title only.

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

ORDINANCE NO. 3322
COUNCIL BILL NO. 07-1044

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING SECTION 5.08.160 AND REPLACING IT WITH A NEW SECTION 5.08.160; GENERALLY PROHIBITING OPEN CONTAINERS OF OR CONTAINING ALCOHOLIC BEVERAGES WITHIN THE CITY LIMITS; PROVIDING SPECIFIC EXCEPTIONS TO THAT GENERAL PROHIBITION; FURTHER PROHIBITING CONTAINERS OF OR CONTAINING ALCOHOLIC BEVERAGES WHETHER OPEN OR NOT FROM PUBLIC PARKS AND OTHER PUBLIC PROPERTY AND PROVIDING EXCEPTIONS THERETO; 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.

STAFF REPORT: Parks Director reported this is a request that the City has had for several years in which alcohol be allowed in certain parks. Regarding Riverstone Park, it

was determined that staff could control the consumption of alcohol at this park. The permit would be for a specific time and location and would include security for the event.

Motion by Goodlander seconded by Hassell to pass the first reading of Council Bill No. 07-1044.

DISCUSSION: Councilman Edinger noted that Mr. Eastwood commented that this is an “experiment” and wanted to know what other sites the Parks and Recreation Commission might recommend. Mr. Eastwood responded that the Jewett House would be the next site requesting the consumption of alcohol. Councilman Hassell noted that the only other area that the Parks and Recreation Commission thought they might request was the Jewett House.

Councilman Reid commented that we just gave certificates to our students for abstaining from alcohol and now we are opening up our parks for the use of alcohol. She recalled that when they removed alcohol from the Park they received a lot of criticism including comments that the City would not have anyone in their parks. Today our parks are full. She voiced her objections and concerns in once again allowing alcohol consumption in our Parks and questions the City’s liability.

Councilman Goodlander believes that the City should give this experiment a try. Councilman Hassell believes that this is also about personal responsibility and believes that the City should go ahead with this experiment.

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

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 07-1044 by its having had one reading by title only.

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

PRESENTATION - HUD ANNUAL ACTION PLAN: Renata McLeod, Project Coordinator, presented a power point presentation of the action plan for the CDBG funding that the City will be receiving. She outlined the proposed budget for the approximate \$300,000 that the City would receive from HUD. Councilman Goodlander noted that the City’s Building Department is issuing building permits within 3 days. Councilman Hassell noted that the funding is an estimate and it is contingent on the Federal Government continuing this program each year. Councilman Edinger asked if the budget can be changed if we find we need more funding for sidewalk repair. Mrs. McLeod noted that there is a process we can go through to amend our budget.

ADJOURNMENT: Motion by Hassell, seconded by Reid to recess this meeting to November 13, 2007 at 3:30 p.m. at the City Hall Council Chambers and then to

November 14, 2007 at 11:30 a.m. for a joint workshop with the Planning Commission.
Motion carried.

The meeting adjourned at 7:35 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE CITY COUNCIL
OF THE CITY OF COEUR D'ALENE, IDAHO, HELD AT
COEUR D'ALENE CITY HALL
NOVEMBER 13, 2007

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Hall, November 13, 2007, at 3:30 p.m. there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Dixie Reid)	Members of Council Absent
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CALL TO ORDER: Mayor Bloem called the meeting to order.

CANVASS OF VOTES: City Clerk Susan Weathers along with County Clerk Dan English and Deedie Beard County Elections Manager presented the results of the November 6, 2007 City General Election as follows:

Votes Received (* denotes winner)

COUNCIL SEAT #1

Loren Ron Edinger	2,626*
Dan Gookin	2,260

COUNCIL SEAT #3

Jim Brannon	1,865
A.J. "Al" Hassell, III	2,067*
Chris Patterson	467
Jerry Weaver	429

COUNCIL SEAT #5

Joseph B. Kunka	225
Susan P. Snedaker	1,443
Anita L. Banta	438
John Bruning	2,331*
Wayne Frisbie, Sr.	374

Total number of registered voters:	19,907
Total number of election day registration	66
Total number of votes cast	4,961
Percentage of Voter Turnout:	24.9%

MOTION: Motion by McEvers, seconded by Kennedy to accept the canvass of votes and authorize the City Clerk to sign the necessary documents. Motion carried.

RECESS: Motion by Edinger, seconded by Kennedy to recess to Wednesday, November 14, 2007 at 11:30 a.m. for a workshop with the Planning Commission.

Motion carried.

The meeting recessed at 3:47 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL WITH
THE CITY PLANNING COMMISSION
IN THE CITY HALL COUNCIL CHAMBERS
HELD ON NOVEMBER 14, 2007 AT 11:30 A.M.

The Council met in continued meeting with the Planning Commission in the City Hall Council Chambers on November 14, 2007 at 11:30 a.m. there being present upon Roll Call a quorum.

Sandi Bloem, Mayor

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

John Bruning, Chairman

Heather Bowlby) Members of Planning Commission Present
Scott Rasor)
Pete Luttrupp)
Brad Jordan)
Mary Souza (11:50 a.m.)

Staff: Susan Weathers City Clerk; Wendy Gabriel, City Administrator; Dave Yadon, Planning Director; Sean Holm, Assist. Planner; Warren Wilson, Deputy City Attorney; Jon Ingalls, Deputy City Administrator.

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

COMPREHENSIVE PLAN WORKSHOP: City Planner Dave Yadon announced that today's workshop is to provide the Council an opportunity to ask the Planning Commission questions they may have on the Comprehensive Plan. He reviewed the Comprehensive Plan process including the involvement of the community which included four quadrant meetings, an open house at City Hall and the Planning Commission has had two public hearings on the proposed plan. He noted that the proposed plan is a thematic-based plan which is a departure from previous plans. There are four themes: economic, natural, home, and administrative environments.

Mr. Yadon explained the purpose of the delineation of Special Areas such as the Fort Grounds Neighborhood and East Mullan Neighborhood and the objectives of these neighborhoods.

The Land Use section describes the city as a whole as well as sub-areas of the City. He added that the Land Use Section also describes the area as it is today and what it may look like in the future. The Comprehensive Plan also has linkages to sub-plans such as the Parks Master Plan, Transportation Plan. A glossary of common definitions is also included in the plan. The proposed plan also addresses the necessary components of a Comprehensive Plan as required by State law.

Chairman John Bruning commented that the Commission is available to answer Council question. Councilman Hassell asked what changes have been made since the previous workshop. Chairman Bruning noted that changes included Blackwell Hill's inclusion of a permanent conservation area and cluster housing,. Commissioner Luttrupp added that changes have also been made for clarity.

Councilman Edinger asked if the Blackwell Hill area designated as a conservation area was the Commissions recommendation. Chairman Bruning confirmed that the homeowner and the Commission agreed that this should be maintained as a Permanent Conservation Area.

Regarding the waterfront, Councilman McEvers asked if Section 1.01 is the place where standards are to be set for maintaining quality waterfronts. Chairman Burning noted that this plan is more a view of goals and that there are other regulations such as the Shoreline regulations that are in place to protect the waterfront. Dave Yadon explained that this is the Goals Section which provides an overview and that the Special Areas section provides more specific criteria and acts as reinforcement to current City regulations as they apply to the Special Areas outlined in the Plan.

Councilman McEvers asked if there could be more specific statistics. Sean Holm responded that the numbers are estimates and when the U.S. Census is completed in the near future they can update the current statistics in the Plan. City Planner Yadon noted that the figures used in the Plan are consistent with other Plans being developed such as the Parks Master Plan. He noted that the Commission strove to make sure the same figures were used in all plans.

Councilman McEvers asked if acknowledgement of the photos used in the Plan could be added to the acknowledgement section of this plan.

Councilman Reid commended the Planning Commission for their dedication in creating this plan which has been a 3-year process.

Councilman Kennedy asked what were the incentives for clustering. Dave Yadon responded that clustering incentives could include additional density (smaller lots to keep open space) or setbacks, but density is usually the incentive used.

Commissioner Souza noted that the Planning Commission pulled in the boundaries of the Area of City Impact at the Fernan Hill area. Dave Yadon noted that the current Area of City Impact established with the County remains the same; however, the Comprehensive

Planning Area Boundary has been moved in. Councilman Hassell asked if there would be some notation made of the difference in the two boundaries provided in the Plan.

Mayor Bloem asked if the Plan included consideration of other surrounding area cities' transportation goals and plans. Sean Holm noted that Page 22 refers to the Kootenai Metropolitan Plan Organization. Councilman Hassell noted that reference to coordination of the City to outlying areas and other cities should be added. Councilman Reid explained that the KMPO coordinates all traffic flow in and out of cities and throughout the County and provides a master traffic plan. She also noted that the City of Coeur d'Alene is the only city that has four highway districts.

Councilman Edinger asked when the Plan would be presented as a public hearing before the Council. City Clerk Weathers responded that it has been scheduled for the November 20th Council meeting. Mayor Bloem asked if the changes recommended today would be included in the Plan for the Council's public hearing. Mr. Yadon responded that they would not but could be incorporated by the Council at their public hearing.

Sean Holm noted that once the Comprehensive Plan has been adopted, it will be added to the City's web site and the Plan can be downloaded to a disc for \$1.00.

Councilman Goodlander suggested that one of the pictures on page 74 and 75 be replaced with a photo of the fountain in front of the new Library.

Motion by Kennedy, seconded by Reid that this meeting be adjourned. Motion carried.

The meeting adjourned at 12:30 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-068

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A CONTRACT WITH INHS/HEALTH TRAINING NETWORK TO AUTHORIZE THE FIRE DEPARTMENT AS A TRAINING SITE AND TO PROVIDE CPR & FIRST AID TRAINING; APPROVAL OF A FRONTAGE IMPROVEMENT AGREEMENT WITH A THOUSAND HILLS, LLC FOR STREET IMPROVEMENTS AT THE CORNER OF GOVERNMENT WAY AND HANLEY AVENUE; DECLARING CERTAIN COMPUTER HARDWARE & SOFTWARE AS SURPLUS AND AUTHORIZING STAFF TO DISPOSE OF ZERO-VALUE HARDWARE; DECLARING CERTAIN POLICE DEPARTMENT PROPERTY AS SURPLUS AND AUTHORIZING STAFF TO DISPOSE OF ZERO-VALUE PROPERTY AND APPROVAL OF A GRANT ASSISTANCE AGREEMENT WITH THE SALVATION ARMY CALIFORNIA CORPORATION FOR JOB CREATION.

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

- 1) Approval of a Contract with INHS/Health Training Network to authorize the Fire Department as a Training Site and to provide CPR & First Aid Training;
- 2) Approval of a Frontage Improvement Agreement with A Thousand Hills, LLC for street improvements at the corner of Government Way and Hanley Avenue;
- 3) Declaring certain computer hardware & software as surplus and authorizing staff to dispose of zero-value hardware;
- 4) Declaring certain Police Department property as surplus and authorizing staff to dispose of zero-value property;
- 5) Approval of a Grant Assistance Agreement with the Salvation Army California Corporation for job creation;

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 5" 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 20th day of November, 2007.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: October 23rd, 2007

From: Thomas Greif, Division Chief

Re: Agreement renewal

DECISION POINT: Should Mayor and Council approve a renewal of our written agreement between the Coeur d'Alene Fire Department and INHS/Health Training Network.

HISTORY: For years your Fire Department has been providing CPR and First Aid training to the public and local businesses. It has been a goal to train ten percent of our residents in CPR as this is a vital link in the survivability of a person experiencing a cardiac arrest. We are well on our way to meeting that goal. In order to be in compliance with the American Heart Association, we need a written agreement renewed on an annual basis which classifies our department as a formal Training Site. In summary, it gives us clear guidelines to the curriculum that our instructors teach to the public. These guidelines are set forth by the AHA on a national level.

FINANCIAL ANALYSIS: There is no change in financial impact to current practices. It does improve customer service by allowing us to shorten the turn around time on Certification Cards that we provide to our students upon completion of our classes.

PERFORMANCE ANALYSIS: It's a win win for the Department as we get to better serve our customers.

DECISION POINT/RECOMMENDATION: Have Mayor and Council renew our written agreement that enables the Coeur d'Alene Fire department to continue as a formal Training Site for the American Heart Association.

Letter of Agreement

This serves as a letter of agreement between the **INHS/Health Training Network**, an American Heart Association-designated Community Training Center, and the **Coeur d' Alene Fire Department**, a provider of American Heart Association courses.

The CDA Fire Department will be recognized as a Training Site and will provide courses according to AHA guidelines. The Training Site will register its instructors and courses with the Health Training Network as its Community Training Center. This agreement covers the following courses:

1. Heartsaver CPR
2. CPR for Friends & Family
3. Healthcare Provider
4. Heartsaver AED
5. Heartsaver First Aid

The Training Site agrees to:

1. Conduct all courses according to AHA guidelines.
2. Issue appropriate card for the appropriate course
3. Provide the appropriate course for the level of provider.
4. Obtain cards from the Health Training Network. As a Training Site, you will receive a 10% discount on cards purchased. Training Site may pre-purchase cards and has responsibility for safeguarding and appropriate distribution of cards. **Training Sites may not re-sell cards.**
5. Instructors will not use or reproduce or create internal cards with any reference to the American Heart Association, AHA, etc.

6. The Community Training Center and the American Heart Association will not recognize courses taught by an instructor where an AHA card is not issued. Instructors will not be credited for a course where no cards are issued.
7. The AHA national teaching requirements state AHA instructors must teach 4 classes within their 2 year certification period.
8. Current AHA Texts must be provided (purchased by the student, institution, or loaned) to every student prior to an AHA course.
9. Allow the CTC to monitor any courses taught.
10. Submit class rosters promptly to the CTC.
11. ACLS and PALS courses must be registered with the CTC as least 30 days prior to the course.
12. Submit evaluations to the CTC for review; these course evaluations will be kept on file for three years.
13. Have a contact person for communications with CTC.

The Health Training Network agrees to:

1. Provide cards to Training Site at the fee schedule attached. The fee schedule will not be changed during the one year of this agreement, except as changed by the new guidelines. Cards may be pre-purchased by the Training Site from the CTC prior to the course. Instructor names will be placed into the CTC computer file and classes taught by those instructors will be documented.
2. Provide information to providers and the public regarding programs Training Site provides.
3. Provide for the Training Site, instructor renewal cards to instructors affiliated with and registered as an instructor and who meet the AHA recertification requirements.
4. Provide a copy of a quarterly newsletter to the Training Site by Email only.
5. Provide consultation regarding programs.
6. Have textbooks available for purchase by Training Site and students.

The cost of this agreement is _____ (\$7.00 per instructor per discipline) payable to INHS/Health Training Network, at beginning of Training Site contract year. Either party may terminate this agreement with 30 days notice. No refunds of fees will be made.

Debi Chastain

Debi Chastain, Director
Community Training Center

(Representative for Training Site)

November 15, 2007

Date

Date

The term of this agreement shall be from 7/1/2007 – 12/30/2008

Contact person shall be: Tom Greif
Address: 320 Foster Ave
Coeur d' Alene, ID 83814

Phone: (208) 755-9743

Email address: cdaems@cdaid.org

Instructors shall be:

CITY COUNCIL STAFF REPORT

DATE: November 20, 2007
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Approval of Frontage Improvement Agreement w/ A Thousand Hills, LLC, on Government Way at Hanley Avenue**

DECISION POINT

The City Council must approve all financial agreements.

HISTORY

Government Way, north of Dalton Avenue is in need of reconstruction to enlarge it to current arterial roadway standards. Since the roadway is under the control of two municipal jurisdictions (CdA & Dalton), and, design and funding issues remain unresolved, actual construction of the roadway lies in the years ahead. Developing properties that require the installation of frontage improvements, are unable to install them due the lack of design information on both type and placement, therefore, the completion of a "frontage improvement" agreement is required for the subject property's. This agreement delays the immediate installation, but, insures that the developer remains accountable for the ultimate installation of those improvements. While at the same time, the developer is given a respite from installing them now, it saves the City from having to remove them in the future.

FINANCIAL ANALYSIS

There is no cost to the City, the financial responsibility remains with the property owner.

PERFORMANCE ANALYSIS

The time frame on the agreement is ten (10) years.

RECOMMENDATION

Approve the agreement and direct staff to proceed with the documents recordation.

FRONTAGE IMPROVEMENT AGREEMENT

This agreement made and entered into this ____ day of _____, 2007, by and between A Thousand Hills, LLC, with Chris Cheeley as Managing Member, whose address is 213 W. Canfield Avenue, Coeur d'Alene, ID 83815, hereinafter referred to as "Owner", and the city of Coeur d'Alene, a municipal corporation of the state of Idaho, whose address is 710 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, the above named Owner wishes to construct a building on the property located at 118 W. Hanley Avenue, Coeur d'Alene, ID; and

WHEREAS, The Owner's property fronts upon a street which the City has prioritized for improvements pursuant to Coeur d'Alene Municipal Code 12.28.180C; and

WHEREAS, the above named Owner has agreed to construct certain frontage improvements within ten (10) years of the date of this agreement unless improvements set forth herein are installed to city standards by a local improvement district or otherwise prior to notice in paragraph "B" below;

NOW, THEREFORE, in consideration of the above mentioned instrument and the other conditions hereinafter set forth, it is mutually agreed as follows:

1. THE OWNER'S RESPONSIBILITY

- A. The Owner shall install, at no expense to the City, the following frontage improvements:
1. Approximately 130 lineal feet of concrete curb and gutter;
 2. Approximately 130 lineal feet of concrete sidewalk eight (8) feet wide if placed against curb, or five (5) feet wide set back three (3) feet from the curb;
 3. Approximately 1900 sq. ft. of asphalt concrete street paving, said paving being adjacent to and within fourteen (14) feet of face and curb;
 4. Any and all longitudinal drainage facilities/drainage swales and appurtenances as may be deemed necessary by the City Engineer, pursuant to acceptable engineering standards;
 5. Four (4) pedestrian ramps (two (2) located at the urban approach on Government Way and two (2) at the Hanley/Government Way corner radius) constructed to the City standards current at the time of the improvements construction.
 6. One (1) City standard concrete urban approach (twenty four foot (24') minimum width) on the Government Way frontage.
- B. The Owner(s) shall install the improvements described herein within ninety (90) days after written request by the City Engineer or his designee. In the event the above described improvements are installed to City standards by local improvement district procedures or otherwise, prior to the City Engineer giving the notice provided for herein, then this agreement shall not be enforceable by City.
- C. The Owner(s) agree not to construct or install, or allow to be constructed or installed any improvements, utilities, landscaping, structures or appurtenances thereto, or change the

ground elevation, within the future right-of-way, without the express written consent of the City.

- D. The parties further agree that the City, pursuant to Idaho Code Section 50-1701, et seq, may form local improvement districts for the purpose of the construction of sidewalks, curbs, and other public improvements.
- E. The parties further agree that in the event the City within ten (10) years from the date of this agreement determines that a local improvement district should be formed to improve the public right-of-way adjacent to Owner's property, Inc. property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, that the Owner shall waive any protest to the formation of such local improvement district.
- F. The parties further agree that the Owner, his assigns, employees, and successors in interest hereby waive any objection they may have to and shall not protest the same should the City in its sole discretion direct the Owner, or their assigns, employees, and successors in interest to install curbs and sidewalks pursuant to Title 50, Chapter 301, et. seq., of the Idaho Code.

2. CITY'S RESPONSIBILITY

City may, upon satisfactory completion of construction of all improvements described in Section 1A above, accept and maintain said improvements in accordance with standard City maintenance policies.

THIS AGREEMENT shall be binding upon the successors in interest of the Owner, and shall, until the improvements set forth herein are completed, be a charge against the property of the Owner, said Owner's property being described in Exhibit "A" attached hereto and by this reference incorporated herein.

My Commission expires:

STATE OF IDAHO)

) ss.

County of Kootenai)

On this 9th day of November, 2007, before me, a Notary Public, personally appeared Chris Cheeley, known to me to be the Managing Member of A Thousand Hills, 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.

Seth M. Rusler
Notary Public for Idaho
Residing at: Coeur d'Alene
My Commission Expires: 6/28/2010

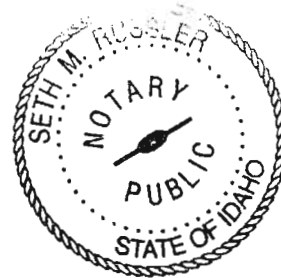


EXHIBIT "A"

TAX # 4602 (per Kootenai County Assessor's Office)

Beginning at the Northeast Corner of Section 35, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; thence South 208 feet; thence West 208 feet; thence North 208 feet; thence east 208 feet to the place of beginning, Highway right of way and road on the North.

I.T. surplus items

10/1/2007				
Item	Brand	Model	S/N	Asset Tag
Computer				
	large tower, no harddrive	AMD 1800		2031
	large tower, no harddrive	AMD 1800		1008
Printers				
	HP1100 laserjet			1400
	Lexmark Z53			no tag
	HP DESKJET 5150		MY49A1W0MP	2891
Monitors				
	17" CRT KDS		S769NWC0NND	1759
	17" CRT KDS		0482038188	1186
Laptops				
	Compaq Armada	1573DM	3J88BZW6T648	1646
Fax				
	Canon doesn't work	L700	fcc #AZDJPN-73193-F	1642



CITY OF COEUR D'ALENE
POLICE DEPARTMENT

Memorandum

DATE: November 15, 2007

TO: City Council

FROM: Ron Clark, Captain
Coeur d'Alene Police Department

RE: Disposal of surplus property

DECISION POINT:

Would the City Council approve the disposal of certain surplus property?

HISTORY:

Attached is a list of property that is being presented to the Council for authorization for proper disposal.

PERFORMANCE ANALYSIS: The attached list of items are old and have depreciated to a no longer useful condition.

DECISION POINT: To authorize staff to proceed with the disposal of the listed property.

POLICE DEPARTMENT SURPLUS ITEMS
2007

Quantity	Item Description	Notes	Dept.	Contact
1	Shelved white cabinets	poor condition / irreparable	Police	Ron Clark
1	Plastic desk	poor condition / irreparable	Police	Ron Clark
1	Coat rack	poor condition / irreparable	Police	Ron Clark
4	Office chairs	poor condition / irreparable	Police	Ron Clark
2	4 drawer metal file cabinets	poor condition / irreparable	Police	Ron Clark
1	Metal desk	poor condition / irreparable	Police	Ron Clark
12	Plastic chairs	poor condition / irreparable	Police	Ron Clark
2	Chairs	poor condition / irreparable	Police	Ron Clark
1	Ice shaving machine	poor condition / irreparable	Police	Ron Clark
1	Wood desk	poor condition / irreparable	Police	Ron Clark

MEMORANDUM

DATE: NOVEMBER 15, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZATION OF A GRANT ASSISTANCE AGREEMENT WITH SALVATION ARMY CALIFORNIA CORPORATION OUTLINING THE REQUIREMENTS OF AN ECONOMIC DEVELOPMENT BLOCK GRANT FROM THE IDAHO DEPARTMENT OF COMMERCE.

DECISION POINT: To authorize a Grant Assistance Agreement with the Salvation Army Corporation, that will enable the City to seek an ICDBG for traffic signals at Ramsey Road and Golf Course Road to compliment the development of the Ray and Joan Kroc Corps Community Center.

HISTORY: The Salvation Army has agreed to collaborate with the City of Coeur d'Alene in regards to a proposed economic development grant. The Salvation Army agrees to hire employees of which 51% shall be low to moderate income. This allows the City to be eligible for the economic development funds to be applied toward public improvements. This project will remediate specific traffic flow issues along the Ramsey Road corridor, including a signalized intersection and turn lane enhancements needed to support the Ray and Joan Kroc Corps Community Center.

FINANCIAL: The grant assistance agreement will legally set forth the ability to collaborate on an ICDBG (December 4, 2007 public hearing) for job creation. The project itself is estimated to be \$352,589.00. The grant the requested will be approximately \$247,000.00. The Salvation Army has agreed to pay for the installation of the signal, which will act as our match; estimated to be \$100,000.00.

PERFORMANCE ANALYSIS: Authorizing this grant assistance agreement will provide an opportunity for the City and Salvation Army to work jointly to resolve specific traffic flow issues along the Ramsey Road corridor and provide some traffic control enhancements needed to support the Ray and Joan Kroc Corps Community Center.

DECISION POINT/RECOMMENDATION: To authorize a Grant Assistance Agreement with Salvation Army, that will enable the City to seek an ICDBG for infrastructure improvements at Ramsey Road and Golf Course Road.

**Job Creation Agreement
Between City of Coeur d'Alene
And
Salvation Army California Corporation**

Whereas, the City of Coeur d'Alene is applying for an Idaho Community Development Block Grant to provide a traffic signal at the intersection of Ramsey Road and Golf Course Road from which the Salvation Army California Corporation will benefit.

Whereas, the Salvation Army California Corporation has plans to expand in the City of Coeur d'Alene due to the receipt of a grant that will increase or provide public infrastructure sufficient for the company's needs and requirements.

Therefore, as a result of the grant assistance, the company certifies and agrees that by December 31, 2009 it will create 66.75 FTE jobs as a direct result of the grant project and that of those jobs, at least 51% will be held by LMI persons.

The company further agrees to abide by all the following conditions of this Grant Assistance Agreement.

Definitions

- A. The City of Coeur d'Alene hereafter known as the GRANTEE.
- B. The Salvation Army California Corporation hereafter known as the COMPANYY.
- C. *Funding Source*: The Idaho Community Development Block Grant (ICDBG) program is funded by the U.S. Department of Housing and Urban Development (HUD) and managed by the Idaho Department of Commerce (DEPARTMENT).
- D. *Low and Moderate Income (LMI)*: HUD sets Family median income standards at a county level and by family size. Families having income 80% or less of the median income are defined as moderate-income families. Families having income 50% or less are defined as low-income families. HUD prepares a family size and income table each year.
- E. *LMI Person*: A member of a LMI family.
- F. *Full-Time Equivalent (FTE)*: Job creation must be calculated in FTE's. Part-time jobs must be aggregated into FTE's. Generally, employment of 2080 hours per a 12-month period or 30 hours or more a calendar week is considered to be full-time.

The Project

The GRANTEE agrees to provide the following public infrastructure to assist the COMPANY with its planned expansion or location in the community:

Traffic signal at the intersection of Ramsey Road and Golf Course Road, Coeur d'Alene, Idaho.

Job Creation/Retention

The COMPANY commits that by December 31, 2009 it will create 66.75 net new FTE jobs, hereby incorporated into this agreement. Of these jobs, 51% will be made available to LMI persons. The new jobs to be created are identified in Attachment A.

Claw-Back

Regardless of the number of new jobs created, the COMPANY agrees to reimburse the GRANTEE the entire amount of the grant if less than 51% of all new jobs created are filled by LMI persons.

The COMPANY agrees to reimburse the GRANTEE a pro rata dollar amount per job not created if the total number of new jobs created does not meet or exceed the number of jobs committed above. The dollars per job ratio is \$3,700.37, being the grant dollar to new job ratio contained in the full application.

The COMPANY agrees that the decision of the DEPARTMENT will be final in judging the level of job creation and the percentage of LMI persons hired.

Project Timetable

The COMPANY will report major milestones on the timetable listed below.

<u>DATE</u>	<u>REPORT</u>	<u>DOCUMENTATION REQUIRED</u>
<u>November 2007</u>	Business Commitment	Executed Job Agreement
<u>July 2007</u>	Start of Infrastructure	Notice to Proceed to Contractor
<u>July 2007</u>	Start of Business Const.	Notice to Proceed to Contractor
<u>March 2009</u>	Business Construction Complete	Certificate of Substantial Completion and Occupancy Permit
<u>December 2009</u>	Jobs Created and Retained	Employee Job Listing

Recordkeeping and Reports

The COMPANY will maintain evidence and documentation of the jobs to be created and the persons hired to fill the new jobs. The information will include the person's name, family income, race, ethnicity, sex, and disability status.

This information will be maintained for three (3) years beyond the final date of completion of the job creation.

- A. To document at least 51% of the created jobs will be held by LMI persons, Attachment A must be incorporated into this agreement.
 - 1. If the jobs are based on retention then additional documentation must include evidence the jobs would be lost in the absence of CDBG assistance.
- B. To prove that at least 51% of the jobs are held by LMI persons, the following information must be provided before project close-out:
 - 1. The completed income surveys of each employee hired during the project timeline. (The income survey must be in the format as designated by the Department.)
 - 2. The employee job listing which identifies the employee, job title, LMI status before hire, full or part time position, wage, gender, and if provided by the employee, ethnic data.
 - 3. Contact information for the businesses' human resource representative.
- C. This information will be maintained for four (4) years beyond the final date of completion of the job creation.

Monitoring Rights of Government Officials

The information and all records related to the job creation will be made available to the GRANTEE, the DEPARTMENT, and federal officials from the U.S. Department of Housing and Urban Development.

The COMPANY upon request will allow the above officials access to the records during regular working hours. The COMPANY shall, upon request, allow for visual inspection of the company expansion and provide for interviews with employees to verify job creation.

Effectiveness

This agreement is effective from the time the full application is submitted to the DEPARTMENT and will remain in effect until the jobs are created and the grant is closed out the DEPARTMENT. Closeout occurs after the DEPARTMENT determines the GRANTEE has complies with all grant conditions, regulations, and the COMPANY has created the jobs per this agreement.

This agreement is based upon the contract, rules, and regulations of the ICDBG program.

Signatures

I certify by my signature that I have the authority to commit the Salvation Army California Corporation to this Grant Assistance Agreement:

Authorized Signature

Date

Typed Name and Title

I certify by my signature I have the authority to commit the City of Coeur d'Alene to this Grant Assistance Agreement:

Authorized

Date

Sandi Bloem, Mayor

Attachment A
Projected Hires – Salvation Army California Corporation

Job Title	Full or Part Time Jobs	Hourly Wage or Salary	Special Skills or Education Required	On the Job Training to be Provided	Number of People Required (FTE)	Approximate Date of Hire	Likely LMI Job Yes/No
Corps Officers	FT	\$35,000			2		
Administrative Assistants	FT	\$36,000			3		
Accountant/Office Manager	FT	\$45,000			1		
Family Services Director	FT	\$35,000			1		
Youth Director	FT	\$35,000			1		
Worship/Ministry Leader	FT	\$40,000			1		
Facility Director	FT	\$65,000			1		
Assistant Facility Manager	FT	\$55,000			1		
General Program Supervisor	FT	\$45,000			1		
Aquatic Supervisor	FT	\$45,000			1		
Customer Service Representative	FT	\$30,000			2		
Maintenance Supervisor	FT	\$45,000			1		
Maintenance Worker	FT	\$40,000			3		
Building Custodian/Attendants	FT	\$28,000			3		
Secretary/Clerk	FT	\$30,000			1		
Development/Marketing Director	FT	\$45,000			1		
Athletics Program Director	FT	\$40,000			1		
Aquatic Programs Director	FT	\$40,000			1		
Food and Beverage Attendant	FT	\$32,000			3		
Human Resources Manager	FT	\$42,000			1		
Marketing Manager	FT	\$35,000			1		
Membership Coordinator	FT	\$35,000			1		
Office Manager	FT	\$32,000			1		
Performing Arts Director	FT	\$38,000			1		
Volunteer Coordinator	FT	\$28,000			1		
Front desk attendant	PT	\$9.50/hr			5.5		
Lifeguard	PT	\$9/hr			11		
Head guard	PT	\$11/hr			1		
Gym attendant	PT	\$7.50/hr			1		

Baby-sitter	PT	\$7.50/hr			2		
Summer day camp (11 weeks)	PT	\$8/hr			3		
Birthday Party host	PT	\$7.50/hr			.25		
Building attendant	PT	\$10/hr			2		
Fitness attendant	PT	\$8/hr			3		
Program instructors (aquatics, fitness, general, sports)	PT	\$8/hr			3		

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 13, 2007
FROM: Tim Martin, Street Superintendent
SUBJECT: **REPORT OF PURCHASE OF 1-TON DE-ICER TRUCK**

DECISION POINT:

The purpose of this report is to provide Council information on the purchase of a new 1 ton 4x4 flatbed truck that will be used a replacement de-icer truck.

HISTORY:

The Street Department's Capital Vehicle Replacement Plan for 2007-2008 authorizes the purchase of a 1 ton 4 x 4 truck in the amount of \$30,000 to replace a high-mileage, deteriorating de-icer truck. Competing quotes for this replacement were received from four local dealers.

PERFORMANCE ANALYSIS

It has been determined that a new 1 ton 4x4 Chevrolet truck from Knudtsen Chevrolet is the most favorable quote and will best meet our requirements.

FINANCIAL ANALYSIS

Quotes for a new 1 ton 4x4 truck were obtained from four area vendors as follows:

	<u>Truck Quote</u>
(1) Knudtsen Chevrolet	\$24,830.00
(2) Robideaux Motors	\$25,412.00
(3) Tom Addis Dodge	\$28,699.00
(4) Lake City Ford	\$31,475.00

The quote from Knudtsen Chevrolet for a new 1 ton 4x4 truck chassis and flat bed is the lowest quote received. Knudtsen Chevrolet quote is the most favorable and meets the Street Department's specifications. .

QUALITY OF LIFE

This new truck replaces a high mileage truck that is over 10 years old. The improved reliability will translate to more reliable application of de-icer chemicals in the winter with thus resulting in improved safety for motorists.

DECISION POINT:

The purpose of this report is to provide Council information on the purchase of a new 1 ton 4x4 flatbed truck that will be used a replacement de-icer truck

CITY OF COEUR D'ALENE

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

Amt Pd 50 ^{Jan opening #315902}
 Date Pd 11-06-07
 Council 11-20-07
 Issued Date _____
 License No _____

BEER , WINE, LIQUOR APPLICATION –Expires March 1 annually

Check the one box that applies:

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

Business Name	Thai Bamboo Restaurant
Business Address	2010 N. 4th St, CDA ID 83814
Bus Telephone No	208 208 667-5300
E-Mail Address	tamburgess @ comcast.net
Manager Name	Tom Burgess
Manager Home Address	12727 NE Newman Lake Dr. Newman Lake WA 99025
Manager Home Telephone No.	509 226-2300
Mgr Social Security No	537 62 0089
Mgr Date of Birth	03/25/58
Mgr Place of Birth	Seattle WA
License Applicant	
Filing Status- (circle one)	Sole Proprietor <u>Corporation</u> Partnership LLC Other
Address of Applicant	12722 E. Sprague Ave. Spokane Valley WA 99216
Applicant's Prior Address past 5 yrs	(same) 12727 NE Newman Lake Dr. Newman Lake WA 99025
Applicant's Prior Employment past 5 yrs	Thai Bamboo

ANNOUNCEMENTS

Memo to Council

DATE: November 7, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the November 20th Council Meeting:

KIM TORGERSON
(Reappointment)

KEVIN GLYNN

WARREN FISHER

Childcare Commission

Pedestrian & Bicycle Advisory Committee

Pedestrian & Bicycle Advisory Committee

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Kathy Lewis, Childcare Commission Liaison
Mike Gridley, Ped/Bike Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

November 13, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Dana Wetzel, Item #2

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Troy Tymesen, Finance Dir.
Sid Fredrickson, WW Supt.
Warren Wilson, Deputy City Attorney
Tim Martin, Street Supt.
Diana Booth, Administrative Assistant

Item 1 2007-2008 Snow Plan

Tim Martin, Street Superintendent, presented proposed changes to the Snow Plan for 2007-2008. Gordon Dobler provided information of an added 2.5 miles of streets and about 11 cul-de-sacs. The plowing completion target will remain at 38 hours. The snow plan outlines the designated sledding hills, but the Parks Department puts out tripod signs. Sometimes the coordination isn't clear and signs get stolen or removed.

Doug Eastwood polled the Parks and Recreation Committee regarding the sledding hills. The result was a "No" to city streets as sledding hills. Doug added that we now have Cherry Hill Park that is designated for winter sledding. Councilman Hassell commented that we should make every effort to get sledding off city streets. Woody feels that this is something that is a part of Coeur d'Alene tradition, and would hate to see it go away. Mike Kennedy stated that he has not been aware of the sledding hill street tradition and probably a lot of citizens do not know. Dixie commented that it is a Coeur d'Alene tradition and is in favor of continuing signing the streets as we have in the past and to inform the public not drive on them. If the street department does not plow them, people won't drive on them. Small children do not have access to Cherry Hill.

Jon Ingalls added that a review of the policy due to risks and complaints is necessary. It also becomes problematic with changing snow conditions such as slush, ice and need to top off the street. Mike Kennedy asked Warren Wilson what the city's liability is regarding an accident. Warren stated whether the streets were signed or not the city would be sued.

Tim Martin offered a compromise to eliminate Garden Avenue, which receives the most complaints, and Fruitdale Avenue which is seldom used for sledding. We could continue with Boyd, Lost, and Dollar Streets.

This item will go to Council for discussion.

MOTION: NO MOTION. This item will be brought before Council at the November 20th meeting for further discussion.

Item 2 **Sewer Revenue Bond Authorization**

Troy Tymesen presented a recommendation to approve the \$15 million sewer revenue bond to be paid by the Wastewater Utility to the Idaho State Department of Environmental Quality over 20 years at a fixed rate of 3.75%

Dana Wetzel answered that the criteria of “ordinary” and “necessary” has been met by the Wastewater Department by including DEQ and EPA requirements for the permits issued.

MOTION: RECOMMEND Council approval of Ordinance No. 3323 authorizing the issuance and sale of sewer revenue bonds in the amount of \$15 million to be paid by the Wastewater Utility to the Idaho State Department of Environmental Quality over 20 years at a fixed rate of 3.75%.

The meeting adjourned at 4:45 p.m.

Respectfully submitted,

Diana Booth
Administrative Assistant

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 13, 2007
FROM: Tim Martin, Street Superintendent
SUBJECT: **2007-2008 SNOW PLAN**

DECISION POINT:

Staff requests Council approval of the 2007-2008 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the **proposed** (draft) 2007-2008 Snow Plan summary has been made available at the Council Mail Room and at the Street Maintenance Department offices.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual “housekeeping” action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city’s primary means of educating the public on city snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years’ Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. A summary of significant bulleted items or changes made to the snow plan since winter 1999 - 2000 include:

- Expanded the use of snow gates to all neighborhoods of the city with some exceptions: 1) snow gates will not be used on arterials/collectors due to the large volume of snow pushed to the curb on wider streets, and 2) areas that are plowed under cooperative agreement by the East Side Highway District (Fernan Hill and Armstrong).
- Policy on the plowing of snow in cul-de-sacs directing operators to plow snow to the center of the cul-de-sac unless a vacant lot or snow storage area is provided.
- A statement that snow gates will not be used on arterials due to the large volume of snow pushed to the curb on wider streets.
- A statement empowering the Street Superintendent to suspend snow gate service in the event that extreme conditions warrant.

Changes **proposed** for the 2007-2008 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Plowing completion target of 38 hours to remain the same (a 32 percent reduction since winter 1999-2000).
- Eliminate the sledding hills on city streets

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2007-2008 Snow Plan.

Public Works
Staff Report

Date: November 13, 2007
From: Troy Tymesen, Finance Director
Subject: Sewer Revenue Bond Authorization

Decision Point: To approve a Sewer Revenue Bond for \$15 million to be paid by the Wastewater Utility to the State of Idaho Department of Environmental Quality over 20 years at a fixed rate of 3.75%.

History: The City Council approved Ordinance No. 3029 on August 7, 2001 authorizing sewer revenue bonds in an amount not to exceed \$28 million. The Ordinance was sent for judicial review under a Petition for Judicial confirmation to Honorable Judge Luster. The petition was approved on November 29, 2001. This is the first \$15 million bond request from the original authorization.

Financial Analysis: The Wastewater Utility will pay the bond principal and interest due on this issue from yearly operating income. No property tax dollars will be used to fund these payments. The bond indebtedness has been computed in the existing sewer rate structure. There is no prepayment penalty in the fixed rate agreement. The payments are to be paid twice a year.

Decision Point/Recommendation: To approve a Sewer Revenue Bond for \$15 million to be paid by the Wastewater Utility to the Idaho State Department of Environmental Quality over 20 years at a fixed rate of 3.75%.

ORDINANCE NO. 3323

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, DECLARING THE ESTIMATED COST OF ACQUIRING AND CONSTRUCTING A PORTION OF THE IMPROVEMENTS TO THE SEWER FACILITIES OF THE CITY; AUTHORIZING THE ISSUANCE AND SALE OF \$15,000,000 PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2007; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR REGISTRATION AND AUTHENTICATION OF SAID BONDS; PROVIDING FOR TERMS AND COVENANTS OF SAID BONDS; DESCRIBING THE BONDS; PROVIDING FOR THE COLLECTION, HANDLING, AND DISPOSITION OF REVENUE; ESTABLISHING CERTAIN FUNDS AND ACCOUNTS; PROVIDING FOR THE SALE OF THE BONDS TO STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR MUNICIPAL BOND INSURANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

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

**SEWER REVENUE BONDS, SERIES 2007
MAXIMUM PRINCIPAL AMOUNT OF \$15,000,000**

WHEREAS, City of Coeur d'Alene (the "City"), Kootenai County, Idaho, is a duly organized and existing municipal corporation and subdivision of the State of Idaho;

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by Idaho Code Sections 50-1027 through 50-1042, inclusive, (the "Act") and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, to authorize, issue, sell and deliver sewer revenue bonds to finance the acquisition and construction of improvements and additions to the sewer system of the City;

WHEREAS, on August 7, 2001, the Mayor and Council of the City adopted Ordinance No. 3029 providing for the issuance of Sewer Revenue Bonds Series 2001 and for supplemental ordinances and providing for the , the Bond Fund and the Construction Fund ("Ordinance No. 3029");

WHEREAS, on November 29, 2001, the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai in Case No. CV-01-6145, issued Findings of Fact, Conclusions of Law and Judgment finding, among other things, that the City has the authority to issue revenue bonds in the total aggregate amount of

\$28,000,000, and that such obligations when executed pursuant to Ordinance No. 3029, are valid and binding obligations of the City;

WHEREAS, Ordinance No. 3029 provided for supplemental ordinances under which all or a portion of the principal amount of the Bonds issued thereunder could be separately sold and delivered as appropriate for the Project or a portion thereof;

WHEREAS, the City now desires to provide financing for a portion of the Project as Series 2007 Bonds;

WHEREAS, Idaho Code Section 50-1036 authorizes the sale of sewer revenue bonds at private sale without giving prior notice thereof and in such manner as the Council may determine; and,

WHEREAS, the Mayor and Council deem it advisable and in the interests of the City to issue the Sewer Revenue Bonds Series 2007 as a single bond in the aggregate principal amount of \$15,000,000, in order to obtain funds with which to pay the cost of acquiring and constructing a portion of the Series 2001 Project which consists generally of the acquisition, construction and installation of: (1) New headworks and influent pumping, relocation and addition of a grit cyclone/classifier, diversion piping for the primary clarifier, upgrade and expansion of the effluent pumping station, modification of storage tank, new centrifuge and polymer feed system, installation of secondary power feed and standby power automation, modifications to odor control system, new dissolved air flotation thickener and control building, installation of odor cover; and (2) upgrade of primary effluent flow control structures, new aeration basin, blower building, secondary clarifier, and return/waste activated sludge pumping station, new sludge storage tank and gas handling equipment, waste activated sludge feed piping, new anaerobic digester and control building, compost facility upgrades for material handling and odor control, land acquisition as required, construction of an administration building;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF CITY OF COEUR D'ALENE, IDAHO as follows:

SECTION 1: DEFINITIONS

A. Definitions. Except as provided in subparagraph (B) of this Section, all defined terms contained in Ordinance No. 3029, when used in this Series 2007 Ordinance, shall have the same meaning as set forth in Ordinance No. 3029.

B. Definitions of Series 2007 Ordinance. As used in this Series 2007 Ordinance, unless the context shall otherwise require, the following terms shall have the following meanings:

Bond or Bonds shall mean the Series 2007 Bonds as defined herein.

Bond Fund shall mean the Bond Fund created in Ordinance No. 3029 and referred to herein.

Bond Ordinance shall mean Ordinance No 3029 adopted on August 2, 2001 and this Ordinance No. 3323, adopted on November 20, 2007 under which authority the Series 2007 Bonds are issued.

Construction Fund shall mean the "Series 2007 Construction Fund" created herein.

Debt Service Reserve Account Series 2007 shall mean the account by that name established herein.

Final Computation Date shall mean the date that the last Bond is discharged. A Series 2007 Bond is discharged on the date that all amounts due under the terms of the Series 2007 Bond are actually and unconditionally due if cash is available at the place of payment and no interest accrues with respect to the Series 2007 Bond after such date.

Ordinance No. 3323 or "Supplemental Ordinance" shall mean this Ordinance adopted by the City Council on November 20, 2007, authorizing these Series 2007 Bonds.

Outstanding shall mean when used with reference to the Bonds, as of any particular date, shall mean the Bonds which have been issued, sold and delivered under this Series 2007 Ordinance, except (i) the Bonds (or portion thereof) canceled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

Project or Series 2007 Project shall mean the Project described in Ordinance No. 3029.

Purchaser shall mean State of Idaho Department of Environmental Quality, Boise, Idaho .

Rebate Fund shall mean the fund by that name referenced in Ordinance No. 3029 and established herein

Reserve Account Requirement shall mean the amount of money that the City is required to maintain in the Series 2007 Reserve Account as set forth in Ordinance No. 3029.

Series 2007 Bonds or "Certified Series 2007 Bonds" shall mean the Sewer Revenue Bonds, Series 2007, of the City authorized by this Series 2007 Ordinance.

Series 2007 Ordinance shall mean this Ordinance No. 3323 of the City adopted on November 20, 2007, authorizing the Series 2007 Bonds.

Series 2007 Project shall mean the acquisition and construction of the improvements and extensions to the Sewer System defined in Ordinance 3029.

Supplemental Ordinance shall mean this Series 2007 Ordinance authorizing the issuance of Series 2007 Bonds under the authority of Ordinance No. 3029.

System shall mean the Series 2007 Project and shall mean buildings, structures, utilities or other income producing facilities from the operation of or in connection with which pledged revenues for the payment of the Bonds to be issued hereunder will be derived, and the lands appertaining thereto, including, without limitation, any facilities to be acquired with the proceeds of the Bonds.

Sewer Fund shall mean the "Sewer Fund" created by Ordinance No. 3029 and referred to herein.

SECTION 2: THE SERIES 2007 PROJECT

A. Project Description. The Series 2007 Project consists generally of the acquisition and construction of a portion of the 2001 Project which is more specifically described in Ordinance No. 3029.

B. Costs. The cost and expenses of construction and acquisition of a portion of the 2001 Project is \$15,000,000 and shall be paid for in whole or in part from the issuance and sale of the Series 2007 Bonds, hereinafter defined.

C. Project Changes. The Council may make such changes in the above-described plans prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or costs of the 2001 Project.

D. Need for Project. The Council hereby determines that the public health, safety and welfare will be furthered by the 2001 Project.

SECTION 3: AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2007 BONDS

A. Authority for Series 2007 Ordinance. This Series 2007 Ordinance is adopted pursuant to the provisions of Ordinance No. 3029 and provisions of the Act.

B. Authorization and Description of Bonds. Sewer revenue bonds of the City, in fully registered form designated "City of Coeur d'Alene Sewer Revenue Bonds, Series 2007" (the "Series 2007 Bonds"), in the maximum

aggregate principal amount of not to exceed \$15,000,000 are hereby authorized to be issued, sold and delivered pursuant to the laws of the State of Idaho, particularly the Act, the Municipal Bond Law, as defined hereinabove and Ordinance No. 3029. The Bonds shall be issued as part of a series of bonds in the aggregate total of \$15,000,000, beginning with Series 2007.

The Series 2007 Bond is dated December 1, 2007 and is in the aggregate principal amount of \$15,000,000, is issued initially as one Bond and bears interest on the unpaid principal balance at the rate of three and seventy-five hundredths percent (3.75%) per annum from its date until the date of maturity. Interest of the Bond is calculated on the basis of a 360-day year and twelve 30-day months. The first biannual amortized installment of principal and interest in the amount of \$536,554.54 is due on June 1 2008 and thereafter the Bond is payable on June 1 and December 1 in amortized installments of principal and interest in the amount of \$536,554.54 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 said Bond. Both principal of and interest of the Bond shall be fully paid within twenty (20) years.

The Bonds shall be substantially in the form as set forth in Exhibit "A" attached hereto and by reference made a part hereof. After execution, as hereinafter provided, by the proper officials of the City, the Bonds shall be authenticated by the Registrar.

1) Authentication of Bonds. The Bonds shall be numbered serially in the manner and with any additional designation as the Paying Agent deems necessary for purposes of identification. No Bond shall be entitled to any right or benefit under this Ordinance unless it shall have been authenticated by an authorized officer of the Paying Agent. The Paying Agent shall authenticate all Bonds to be delivered at closing, and shall additionally authenticate all Bonds properly surrendered for exchange or transfer pursuant to this Ordinance. Only such Series 2007 Bonds manually executed by the Paying agent, 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 Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Series 2007 Ordinance.

2) Form of Bonds. Each Series 2007 Bond shall be in substantially the form set forth in Exhibit "A" attached hereto and incorporated herein by this reference, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required.

3) Denomination and Numbers. The Series 2007 Bonds shall be issued as fully registered bonds, without coupons, and shall be numbered from one (1) upward consecutively with the prefix "R" preceding each number.

C. Place and Manner of Payment. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the holders thereof, upon presentation and surrender of the Bonds on or after the date of maturity, at the principal corporate trust offices of the Paying Agent. The City and the Paying Agent may deem and treat the holder of each Bond as the absolute owner of such Bond for the purpose of receiving payments of principal and interest due on such Bond and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

D. Execution of Series 2007 Bonds. The Series 2007 Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk, countersigned by the manual or facsimile signature of its City Treasurer and the City's corporate seal shall be impressed or imprinted thereon. The Series 2007 Bonds shall then be delivered to the Bond Registrar for manual authentication. Each Bond shall be substantially in the form set forth in Exhibit "A" attached hereto and incorporated herein by reference.

E. Registration, Transfer and Exchange of Bonds. The Finance Director of the City is hereby appointed as Bond Registrar, Transfer Agent and Authenticating and Paying Agent, and is herein referred to as the "Paying Agent." A successor Paying Agent may be appointed for the Bonds by resolution of the Council, and the Owners of the Bonds shall be notified by the Paying Agent of any change in the Paying Agent within sixty (60) days following the change. The Paying Agent shall keep, or cause to be kept, at the City of Coeur d'Alene City Hall, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City.

- 1) All Bonds shall be in fully registered form, both as to principal and interest.
- 2) The ownership of all Bonds shall be entered in the Bond Register maintained by the Paying Agent, and the City and the Paying Agent may treat the person listed as owner in the Bond Register as the owner of the Bond for all purposes.
- 3) Bonds may be exchanged for an equal principal amount of Bonds of the same maturity which are in different denominations, and Bonds may be transferred to other owners if the Owner submits the following to the Paying Agent:
 - (A) written instructions for exchange or transfer satisfactory to the Paying Agent, signed by the Bond Owner or the Bond Owner's attorney-in-fact and guaranteed or witnessed in a manner satisfactory to the Paying Agent; and
 - (B) the Bonds to be exchanged or transferred.
- 4) The Paying Agent shall not be required to exchange or transfer any Bonds during the fifteen business days next preceding any Bond Payment Date or selection of Bonds to be redeemed, or to register, transfer, or exchange any Bonds selected or being called for redemption.

5) The Paying Agent shall note the date of authentication on each Bond. The date of authentication shall be the date on which the Bond Owner's name is listed on the Bond Register.

6) For purposes of this section, Bonds shall be considered submitted to the Paying Agent on the date the Paying Agent actually receives the materials described herein.

7) The Paying Agent shall be responsible for its representations contained in the certificate of authentication of the Bonds.

8) The Paying Agent may become the owner of Bonds with the same rights it would have if it were not the Paying Agent, and, to the extent permitted by law, may act as Depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners.

9) This Section is intended to provide the system of registration required by Chapter 9, Title 57, Idaho Code.

10) Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute by manual signatures, and the Paying Agent shall authenticate, issue and deliver to the transferee in exchange therefore, a new fully registered Bond or Bonds of authorized denomination or denominations, of the same maturity, interest rate, and for the aggregate principal amount of such Bond or Bonds being surrendered. The Paying Agent shall require the payment by the Bond Owner requesting such transfer of any tax, fee, or governmental charge required to be paid with respect to such transfer.

F. Temporary Bonds. The City may, if deemed necessary by the Paying Agent, utilize a temporary bond or temporary bonds for each maturity which shall be typewritten, and which shall be delivered to the purchaser or purchasers of the Bonds in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds. The temporary bond or bonds shall be dated as of the date of the Bonds, shall be in the denomination or denominations aggregating \$15,000,000, shall be numbered T-1 (or, if appropriate, consecutively thereafter), shall be substantially of the tenor of such definitive Bonds, but with such omissions, insertions and variations as may be appropriate to temporary bonds, and shall be manually signed by the Paying Agent.

G. Lost, Stolen, Mutilated or Destroyed Bonds. In case any Bond shall be lost, stolen, mutilated, or destroyed, the Paying Agent may authenticate and deliver a new Bond or Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Bond Owner thereof upon the Bond Owner's paying the expenses and charges of the City and the Paying Agent in connection therewith and upon the Bond Holders filing with the City and the Paying Agent of the Bond Holders evidence of

ownership thereof, and upon furnishing the City and the Paying Agent with indemnity satisfactory to the City and the Paying Agent.

H. Delivery of Series 2007 Bonds. The Series 2007 Bonds shall be delivered to the Purchaser, at such time and place as provided in, and subject to, the provisions of the Purchase Contract.

I. Officer's Signature. In case any of the officers who shall have signed or counter-signed any of the Series 2007 Bonds shall cease to be such officer or officers of the City before the Series 2007 Bonds so signed or countersigned shall have been authenticated or delivered by the Paying Agent, or issued by the City, such Series 2007 Bonds may nevertheless be authenticated, delivered, and issued and, upon such authentication, delivery, and issue, shall be as binding upon the City as though those who signed and countersigned the same had continued to be such officers of the City. Any Bond may also be signed and countersigned on behalf of the City by such persons as at the actual date of execution of such Series 2007 Bonds shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

J. Further Authority. The Mayor, the City Clerk, the City Treasurer, and all other appropriate officials of the City are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2007 Bonds.

K. Supplemental Ordinances. The City from time to time may adopt an ordinance or ordinances supplemental hereto as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2007 Bonds, which ordinance or ordinances thereafter shall become a part of this Ordinance.

SECTION 4: REDEMPTION PRIOR TO MATURITY; DEFEASANCE

A. Redemption. The City has reserved the right to redeem any portion of the Series 2007 Bonds on any interest payment date, in such amount as the District Treasurer has cash in the Bond Fund to pay the same over and above amounts to pay principal due on the next principal payment date.

B. Extraordinary Redemption. If any event occurs which would cause interest on the Series 2007 Bonds to become includable in the gross income of bondholders for federal income tax purposes, the Series 2007 Bonds shall be subject to redemption, at par plus accrued interest to the date of redemption, on any interest, or principal and interest, payment date following determination of such taxability.

C. Notice of Redemption. Notice of any such redemption, unless waived by the Bondholder, shall be sent by the Paying Agent by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for

redemption, to the Registered Owner of each Series 2007 Bond to be redeemed at the address shown on the Bond Register. This requirement shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Series 2007 Bond to be redeemed.

D. Effect of Redemption. When so called for redemption, such Series 2007 Bonds 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 such Series 2007 Bonds shall not be deemed to be outstanding as of such redemption date.

E. Voluntary Redemption Notice. In addition to the notice required by subsection C above, further notice may be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in said subsection C.

(1) Each further notice of redemption given hereunder may contain the following information:

(a) the redemption date;

(b) the redemption price;

(c) if less than all outstanding Series 2007 Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2007 Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Series 2007 Bond or portion

thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Series 2007 Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent;

(f) the CUSIP numbers of all Series 2007 Bonds being redeemed;

(g) the date of issue of the Series 2007 Bonds as originally issued;

(h) the rate of interest borne by each Series 2007 Bond being redeemed;

(i) the maturity date of each Series 2007 Bond being redeemed; and

(j) any other descriptive information needed to identify accurately the Series 2007 Bonds being redeemed.

(2) Each further notice of redemption may be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service to:

(a) all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2007 Bonds, such depositories being:

(i) Depository Trust Company, New York, New York; and

(ii) Philadelphia Depository Trust Company, Philadelphia, Pennsylvania; and to

(iii) Midwest Depository Trust Company, Chicago, Illinois.

(b) one or more of the national information services that disseminate notices of redemption of obligations such as the Series 2007 Bonds (such as Moody's Municipal and Government or Standard & Poor's Called Bond Record).

(3) Each such further notice may be published one time in the Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the Registered Owners of the Series 2007 Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Series 2007 Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

(4) Upon the payment of the redemption price of Series 2007 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Series 2007 Bonds being redeemed with the proceeds of such check or other transfer.

F. Open Market Purchase. The City hereby reserves the right to purchase the Bonds on the open market at a price equal to or less than par. In the event the City shall so purchase Bonds, the Bonds so purchased shall be credited at the par amount thereof against the Debt Service requirement next becoming due. All Bonds so purchased shall be canceled.

G. Defeasance. The City may issue advance refunding bonds pursuant to the laws of the State of Idaho or use money available from any other lawful source to pay the principal of and interest on the 2007 Bonds, or any series thereof, or such portion thereof included in a refunding or defeasance plan, as the same may become due and payable and to redeem and retire, release, refund or defease all such then outstanding 2007 bonds, or series thereof, (hereinafter collectively called the “defeased 2007 bonds” and to pay the costs of such refunding or defeasance.

(1) In the event that money and/or “Government Obligations”, as provided by Section 57-504 of the Idaho Code, as it now reads or is hereafter amended, maturing or having guaranteed redemption prices at the option of the City at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the 2007 Bonds, or series thereof, in accordance with its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payment need be made into the Bond Fund for the payment of the principal of and interest on that portion of the 2007 Bonds, or series thereof, so provided for, and such portion of the 2007 Bonds, or series thereof, and interest accrued thereon shall then cease to be entitled to any lien, benefit or security of this 2007 Ordinance, except the right to receive the interest accrued thereon shall no longer be deemed to be Outstanding hereunder.

(2) In the event that the refunding plan provides that the defeased 2007 Refunding Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased 2007 Refunding Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably of the prior redemption of the defeased 2007 Refunding Bonds which are not defeased, 2007 Refunding Bonds and the refunding plan, shall be included in the computation of the coverage requirement for the issuance of Future Parity Bonds and the annual computation coverage for determining compliance with the rate covenants.

SECTION 5: PLEDGE OF REVENUES & RATES AND SECURITY FOR BONDS

A. Pledge of Net Revenues. The Net Revenues of the System are hereby pledged for the payment of the 2007 Bonds, as a first charge and lien thereof equal to and on a parity with the charge and lien of any Outstanding Bonds, and shall be used and applied in the priority provided in this 2007 Ordinance.

B. Special Limited Obligations. All Bonds are special limited obligations of the City payable from and secured solely by a charge and lien set forth in the next sentence. There are hereby pledged as security for the payment of the principal of premium, if any, and interest on all Bonds in accordance with the provisions of this

Ordinance, subject to the provision of this Ordinance restricting or permitting the application thereof, (i) the proceeds of the sale of Bonds to the extent held in funds established or continued by this Ordinance, (ii) Net Revenues and (iii) the money and assets credited to the , and the Bond Fund and the income therefrom. The pledge of Net Revenues, money and assets credited to the Sewer Fund and Bond Fund constitute a lien and charge on said Revenues and said Funds superior to all other charges of any kind or nature.

C. Outstanding Bonds. All Priority Bonds hereafter outstanding shall be equally and ratably payable and secured hereunder without priority by reason of date of adoption of the ordinance providing for their issuance or by reason of their number or date of sale, issuance, execution or delivery, or by the liens, pledges, charges, trusts, assignments and covenants made herein, except as otherwise expressly provided or permitted in this Ordinance and except as to insurance which may be obtained by the City to insure the repayment of one or more series or maturities within a series.

D. Not a General Obligation. Bonds shall not in any manner or to any extent constitute general obligation of the City or of the State of Idaho, or any political subdivision of the State of Idaho, or a charge upon any general fund or upon any money or other property of the City or of the State of Idaho, or of any political subdivision of the State of Idaho, not specifically pledged thereto by this Ordinance.

E. Rates and Charges. The City shall establish, revise, maintain and collect sewer rates and charges sufficient, with other revenues received, after taking into consideration anticipated delinquencies, to provide Net Revenues equal to not less than 1.25 times the average annual debt service on the 2007 Bonds. The rates and charges of the System that shall be adequate to provide Gross Revenues sufficient for the payment of the principal of and interest on all Parity Bonds for which payment has not otherwise been provided and all amounts the City is obligated to set aside in the Bond Fund; for the proper operation and maintenance of the System; and for the payment of any and all amounts that the City may now or hereafter become obligated to pay form said Gross Revenues.

F. Calculation of Coverage Requirement. The calculation of the coverage requirement set forth in this Ordinance, and the City's compliance therewith, may be made solely with reference to this Ordinance without regard to future changes in generally accepted accounting principles. If the City has changed one or more of the accounting principles used in the preparation of its financial statements, because of a change in generally accepted accounting principles or otherwise, then an event of default relating to this coverage requirement shall not be considered an event of default if the coverage requirement ratio would have been complied with had the City continued to use those accounting principles employed at the date of the most recent audited financial statements prior to the date of this Ordinance.

G. Adequacy of Revenue of System. The corporate authorities of the City hereby declare, in fixing the amount to be paid into the Bond Fund as provided herein,

that they have exercised due regard for Operating and Maintenance Expenses and have not obligated the City to set aside and pay into said fund a greater amount of the Gross Revenues than in their judgment will be available over and above such Operating and Maintenance Expenses. The City is currently undertaking a review of the rates changed for the System

SECTION 6: ESTABLISHMENT OF SERIES 2007 PROJECT ACCOUNT AND APPLICATION OF SERIES 2007 BOND PROCEEDS AND OTHER MONEY

A. The. The City heretofore created a "Sewer Fund" into which the gross revenues of the System shall be deposited forthwith upon their receipt. Money in the Sewer Fund shall be used in the order of priority described in Ordinance No. 3029 and shall be subject to the continuing requirements of Ordinance No. 3029 and this Series 2007 Ordinance.

B. Bond Fund. There has heretofore been created a fund known as "Bond Fund" which shall be maintained by the Treasurer and into which shall be deposited on or before the tenth day prior to the due date of installment of principal or principal and interest sufficient money to be used solely to pay currently maturing installments of principal of and interest on the Series 2007 Bonds. Money in the Bond Fund shall be subject to the continuing requirements of Ordinance No. 3029 and this Series 2007 Ordinance.

C. Reserve Account Series 2007. There is hereby established a special fund to be held separate and apart from all other funds which shall be known as the Series 2007 Reserve Account. On the date of the closing of the Series 2007 Bonds, the City shall deposit an amount of money from the proceeds of the Series 2007 Bonds or other sources, sufficient to fund the Series 2007 Reserve Fund to the amount defined as the "Reserve Account Requirement" in Ordinance No. 3029.

(1) Reserve Account Requirement. There shall be maintained in the Reserve Account Series 2007, as of any date, a balance equal to the sum set forth in Ordinance No. 3029. Money required to be maintained in the Reserve Account Series 2007 shall be used only to pay the Series 2007 Bond Payments, and only in the event that the money in the Bond Fund are insufficient to make payments with respect to the Bonds when due.

(2) Payment to Bond Fund. If on any Bond Payment Date the amount in the Bond Fund shall be less than the amount required to make payments with respect to the Series 2007 Bonds in full, the Paying Agent shall apply amounts from the Series 2007 Reserve Account to the extent necessary to make good the deficiency.

(3) Maintenance of Fund Balance. If on any Bond Payment Date the amount in the Series 2007 Reserve Account shall be less than the

Reserve Account Requirement for the Series 2007 Bonds, there shall be transferred to the Series 2007 Reserve Account from the Sewer Fund or from any other legally available source such amounts, in approximately equal annual payments, as shall be required to maintain in the Series 2007 Reserve Account the Reserve Account Requirement within five (5) years from the date such deficiency occurs. At no time shall the amount in the Series 2007 Reserve Account exceed the Reserve Account Requirement. For purposes of determining the amount on deposit in the Series 2007 Reserve Account, Investment Securities shall be valued as of each Bond Payment Date on the basis of their initial cost or current market value, whichever is less.

(4) Payment of Outstanding Bonds. Whenever the amount in the Series 2007 Reserve Account, together with the amount in the Bond Fund, is sufficient to pay in full all Outstanding Bonds in accordance with their terms, the funds on deposit in the Series 2007 Reserve Account shall be transferred to the Bond Fund. Any provision of this Ordinance to the contrary notwithstanding, so long as there shall be held in the Bond Fund an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms, no deposits shall be required to be made into the Series 2007 Reserve Account.

D. Construction Fund. There is hereby created a special fund, to be held by the City separate and apart from all other funds and accounts of the City, designated the "Series 2007 Construction Fund" (the "Construction Fund"), into which shall be deposited the original proceeds of the Bonds, less the Costs of Issuance, any accrued interest (which shall be deposited into the Bond Fund) and less the Reserve Account Requirement (which shall be deposited into the Reserve Fund). Money in the Construction Fund shall be used solely for the purpose of paying the Costs of Acquisition of the Series 2007 Project. Such proceeds may be invested in Investment Securities which mature not later than such times as shall be necessary to provide money to pay such Costs of Acquisition. All earnings on such investments shall be credited to the Construction Fund. After completion of the Series 2007 Project and payment of all Costs of Acquisition, any balance in the Construction Fund shall be transferred to the Bond Fund.

E. Rebate Fund. There hereby created a special fund referenced in Ordinance No. 3029, to be known as the "Rebate Fund," to be held separate and apart from other funds of the City, and administered by the City. The City shall make deposits into the Rebate Fund from any lawfully available funds of the City and shall make withdrawals and payments of Rebateable Arbitrage therefrom, at the times and in the manner provided in this Ordinance and Ordinance No. 3029.

F. Application of Proceeds of Series 2007 Bonds. From the amount of proceeds of the Series 2007 Bonds there shall be deposited in the following amounts:

- 1) Into the Debt Service Account, which is hereby established in the Bond Fund, there shall be deposited the amount of interest accrued from the date of issuance to the date of delivery of the Series 2007 Bonds;
- 2) Into the Series 2007 Construction Fund an amount equal to capitalized interest on the Series 2007 Bonds during the construction period, if any; and,
- 3) Into the Construction Fund, the balance of the proceeds of the Series 2007 Bonds.

SECTION 7: RATES AND CHARGES

The City shall establish, revise, maintain and collect sewer rates and charges sufficient, with other revenues received, after taking into consideration anticipated delinquencies, to provide Net Revenues equal to not less than 1.25 times the average annual debt service on the 2007 Bonds. The rates and charges of the System that shall be adequate to provide Gross Revenues sufficient for the payment of the principal of and interest on all Parity Bonds for which payment has not otherwise been provided and all amounts the City is obligated to set aside in the Bond Fund; for the proper operation and maintenance of the System; and for the payment of any and all amounts that the City may now or hereafter become obligated to pay form said Gross Revenues.

SECTION 8: SALE OF BONDS AUTHORIZED

The Series 2007 Bonds authorized to be issued herein will be sold to the State of Idaho Department of Environmental Quality at an aggregate price plus accrued interest on the Series 2007 Bonds from the date of issuance to the date of delivery of the Series 2007 Bonds.

SECTION 9: VALIDITY OF ISSUANCE

The Bonds are issued pursuant to the Idaho Revenue Bond Act, being Idaho Code Sections 50-1027 through 50-1042. This recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 10: SPECIAL TAX COVENANTS; BANK ELIGIBILITY

A. Compliance. The City shall comply with the provisions of this Section unless, in the written opinion of nationally recognized bond counsel to the City, such compliance is not required in order to maintain the exemption of the interest on the Bonds from federal income taxation.

B. Arbitrage Bonds. The City hereby covenants that it will not make any use of the proceeds from the sale of the Bonds or any other funds of the City which may be deemed to be proceeds of such Bonds pursuant to Section 148 (or any successor

section) of the Code which will cause the Bonds to be "Arbitrage Bonds" within the meaning of said Section. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bonds) throughout the term of the Bonds.

C. Registration. The City hereby further covenants that it will comply with the registration requirements of Section 149(a) of the Code so long as any of the Bonds are outstanding.

D. Private Activity Bond. The City hereby further covenants that it will not take any action or permit any action to be taken that would cause the Series 2007 Bonds to constitute "private activity bonds" under Section 141 of the Code.

SECTION 11: ADDITIONAL BONDS

A. Additional Bonds. The City reserves, pursuant to the authority granted in Ordinance No. 3029, prior ordinances and this Series 2007 Ordinance, the right to cause to be issued bonds in addition to the Series 2002 Bonds. These Additional Bonds shall be secured equally and ratably with the Bonds by a pledge of Bond Payments and the Funds established by this Ordinance and other ordinances, for the purpose of altering, expanding, or improving the Project, upon the following conditions. Any project constructed with such Additional Bonds shall become part of the Project. Prior to issuance of Additional Bonds, the City shall file with the Paying Agent the all information and documents required under Ordinance No. 3029.

B. Complete Project. Nothing contained in the foregoing Section shall prevent the City from causing to be issued Additional Bonds to complete the Project. Prior to the issuance of such Additional Bonds for completion of the Project, the City, in addition to complying with the requirement of Ordinance No. 3029, shall file with the Paying Agent the documents required herein.

C. Refunding. Any of the foregoing provisions notwithstanding, the City may cause to be issued Additional Bonds for the purpose of refunding any Outstanding Bonds.

SECTION 12: COVENANTS OF THE CITY

So long as any of the Bonds or any Additional Bonds are outstanding, the City covenants as follows:

A. Punctual Payment. The Council shall annually budget and appropriate funds, from lawfully available revenues of the City, sufficient to make all principal and interest components of Bond Payments coming due during the ensuing Fiscal Year, and shall cause all such Bond Payments to be paid in strict conformity with the terms of the Bond, Ordinance No. 3029 and of this Series 2007 Ordinance.

B. Against Encumbrances. The City will not create, and will use its best efforts to prevent the creation of any mortgage or lien upon the Project.

C. Against Sale or Other Disposition of Property. The City will not sell or otherwise dispose of any property essential to the proper operation of the Project, or any component thereof. The City will not enter into any lease or agreement which impairs or impedes the operation of the Project.

D. Operation and Maintenance. The City will cause the Project to be operated continuously, to the extent practicable under conditions as they may from time to time exist, in an efficient and economical manner, and will at all times cause, the Project to be maintained, preserved, and kept, including all parts thereof and appurtenances thereto, in good repair, working order and condition.

E. Existence of City. The City will maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished.

F. Payment of Claims. The City will keep the Project, and all parts thereof, free from judgments, liens, claims, demands, and encumbrances of whatsoever nature or character.

G. Compliance with the Ordinance. The City for itself, its successors and assigns, represents, covenants, and agrees with the Owners of the Bonds, as a material inducement to the purchase of the Bonds, that so long as any of the Bonds shall remain outstanding and the principal or redemption price thereof or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in this Ordinance, Ordinance No. 3029 and the Bonds.

H. Private Person Use Limitation. The City shall comply with the provisions of this Section unless, in the written opinion of nationally-recognized bond counsel to the City, such compliance is not required in order to maintain the exemption of the interest on the Bonds from federal income taxation.

(1) The City covenants that so long as any portion of the Bonds are Outstanding, it will not permit more than ten percent (10%) of the principal or interest payments on the Bonds in a Bond Year to be (under the terms of the Ordinance or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (ii) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

(2) The City further covenants that, if more than five percent (5%) of the principal or interest payments on the Bonds in a Bond Year are (under the terms of this Ordinance or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person

Use or secured by payments in respect of property used or to be used for any Private Person Use, or (ii) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use; then, (i) any Private Person Use of the Project or Private Person Use payments that are in excess of the five percent (5%) limitation will be for a Private Person Use that is related to the state or local governmental use of the Project, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bonds used for the state or local governmental use portion of the Project to which the Private Person Use of such portion of the Project relates.

(3) The City further covenants that it will comply with any limitations on the use of the Project by other than state and local governmental users that are necessary, in the opinion of nationally-recognized bond counsel, to preserve the tax exemption of the interest on the Bonds. The City covenants that so long as any portion of the Bonds are Outstanding, it will not permit Bond proceeds in excess of five percent (5%) of the Net Proceeds of the Bonds to be used (directly or indirectly) to make loans (other than loans that enable a borrower to finance a governmental tax or assessment of general application for a specific essential governmental function) to a Private Person.

I. Federal Guarantee Prohibition. The City shall comply with the provisions of this Section unless, in the written opinion of nationally-recognized bond counsel to the City, such compliance is not required in order to maintain the exemption of the interest on the Bonds from federal income taxation. The City covenants that so long as any portion of the Bonds are Outstanding, it will not take any action or permit or suffer any action to be taken if the result thereof would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and any Regulations promulgated thereunder.

J. Opinions of Bond Counsel. Whenever an opinion of bond counsel is rendered in connection with any provision of this Ordinance, the opinion shall affirmatively state, in a manner acceptable to the City and the Paying Agent, that interest in the Bonds is excluded from gross income for federal income tax purposes and will remain so after the action in question.

K. Budget Laws. The City will comply with applicable state budget laws in preparing its annual budget and in keeping accounts and records.

L. Acquire Project. The City will commence the construction, acquisition and completion of the Project and continue the same with all practical dispatch and in a sound and economical manner.

M. Operate System. The City will operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the system may be furnished at the lowest possible cost consistent with sound economy and prudent management.

N. Good Repair. The City will operate, maintain, preserve, and keep the System and every part thereof in good repair, working order, and condition.

O. Preserve Security. The City will preserve and protect the security of the Bond and any Additional Bonds and the rights of the Registered Owner or Owners thereof.

P. Collect Revenues. The City will collect and hold in trust the revenues and other funds pledged to the payment of the Bond and any Additional Bonds and apply such revenue or other funds only as provided in this Ordinance.

Q. Service Bond. The City will pay and cause to be paid punctually the principal of the Bond and any Additional Bonds and the interest thereon on the date or dates and at the place or places and in the manner mentioned in the Bond and any Additional Bonds, and in accordance with this Ordinance.

R. Pay Claims. The City will pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to the lien of the Bond and any Additional Bonds or which might impair the security of the Bond, to the end that the priority and security of the Bond and any Additional Bonds shall be fully preserved and protected.

S. Encumbrances. The City will not mortgage or otherwise encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate revenues for the payment of the principal of and interest on the Bond and any Additional Bonds, nor which would otherwise impair or impede the rights of the operation of the System without provisions for the retirement of the Bond then Outstanding from the proceeds thereof.

T. Insurance. The City will procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect the City and the Registered Owner of the Bond or Registered Owners of Additional Bonds from loss due to any casualty. And, in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of the Bond and any Additional Bonds.

U. Fidelity Bonds. The City will procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of Revenues therefrom.

V. Engineers. The City will employ consulting engineers of acknowledged reputation, skill and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, extensions, or betterments as shall be required from time to time, all reports, estimates, and recommendations of such consulting engineers to be filed with the Clerk and furnished to the Registered Owner of the Bond issued hereunder, or Registered Owners of Additional Bonds, upon request.

W. Accounts. The City will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and the City will furnish complete operating and income statements upon request.

X Delinquencies. The City will not furnish Sewer service to any customer whatsoever free of charge, and the City shall, not later than sixty (60) days after the end of each calendar year, take such legal action as may be reasonable to enforce collection of all collectible delinquent accounts.

SECTION 13: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default. If one or more of the following events occur, it is hereby declared to constitute an Event of Default under this Ordinance:

- (1) Failure to make any payment of interest or principal on the Bonds as the same shall become due; or
- (2) Filing by the City, or any successor or assignee of the City, while in possession of the Project, of a petition in bankruptcy or insolvency, or for reorganization under any bankruptcy act, or the making of an assignment for the benefit of creditors; or
- (3) Failure by the City to pay the Paying Agent and the Bond Payment as the same shall become due; or
- (4) Any other default by the City under this Ordinance, and failure to remedy the same for a period of sixty (60) days after written notice thereof, as set forth in this Ordinance, specifying such failure and requiring the same to be remedied, shall have been given to the City by the Paying Agent, or to the City and the Paying Agent by the Bond Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time outstanding.

B. Remedies Upon Event of Default.

- (1) Remedies. Upon the occurrence of an Event of Default, the Paying Agent may, in its discretion (or, as provided in this Ordinance, at the direction of the Owners of not less than twenty-five percent (25%) in aggregate principal amount

of the Bonds at the time outstanding) shall, take one or more of the following actions:

(a) Bring action at law or in equity for payment of any Bond Payment duly appropriated by the City for the then-current Fiscal Year and not yet paid to the Paying Agent.

(b) Take any other action for which provision is made in this Section, including, without limitation, application of the funds under the control of the Paying Agent as provided in this Ordinance.

(2) Declaration of Event of Default. Prior to taking any such action, the Paying Agent shall cause written notice, declaring an Event of Default to have occurred and specifying the Event of Default complained of, to be given to the City. If, within sixty (60) days of the mailing or delivery of such written notice, such Event of Default specified in the written notice shall have been cured, and the reasonable and proper charges of the Paying Agent shall be paid to the Paying Agent, then in such case the Bond Owners of not less than fifty percent (50%) in aggregate principal amount of the Bonds at the time outstanding, by written notice to the City and the Paying Agent, may rescind such declaration and annul such Event of Default in its entirety, or, if the Paying Agent shall have acted without the direction of the Bond Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds outstanding at the time of the written direction, and if there shall not have been theretofore delivered to the Paying Agent written direction to the contrary by the Bond Owners of not less than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, then any such declaration shall ipso facto be deemed to be annulled. No such rescission and annulment shall affect any subsequent Event of Default.

The Paying Agent shall, within thirty (30) days after receipt of notice of the occurrence thereof, give written notice by first class mail to Bond Owners of all Events of Default known to the Paying Agent and send a copy of such notice to the City, unless such Events of Default have been remedied. The Paying Agent shall not be deemed to have notice of any Events of Default unless it has actual knowledge thereof or has been notified in writing of such Events of Default by the Bond Owners of at least twenty-five percent (25%) in principal amount of the Bonds then outstanding.

C. Accounting and Examination of Records After Event of Default. The City covenants that if an Event of Default shall have occurred and shall not have been remedied, the books of record and accounts of the City shall at all times be subject to the inspection and use of the Paying Agent and of its agents and attorneys.

D. Application of Revenues and Other Money After Event of Default.

(1) During the continuance of an Event of Default, the Paying Agent shall apply such Bond Payments and such money, securities and funds and the income therefrom as follows and in the following order:

(a) to the payment of the reasonable and proper charges and expenses of the Paying Agent and the reasonable fees and disbursements of its counsel;

(b) to the payment of the Bonds, as follows:

FIRST: To the payment to the persons entitled thereto of the interest component of any Bond Payments then due and, if the amount available shall not be sufficient to pay in full all interest then due, then to the payment thereof pro rata, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal or redemption price of the Bonds which shall have become due.

(2) If and whenever all overdue Bond Payments and all other sums payable by the City under this Ordinance, shall be paid by or for the account of the City, and all defaults under this Ordinance or the Bonds shall be made good or secured to the satisfaction of the Paying Agent, the City and the Paying Agent thereupon shall be restored, respectively, to their former positions and rights under this Ordinance.

E. Rights and Remedies of Bond Owners.

(1) No Owner of any Bonds shall have any right to institute any proceeding, judicial or otherwise, with respect to this Ordinance, or for any other remedy hereunder, unless:

(a) such Owner has previously given written notice to the Paying Agent of a continuing Event of Default;

(b) the Owners of not less than twenty-five percent (25%) in principal amount of the Bonds shall have made written request to the Paying Agent to institute proceedings in respect of such Event of Default in its own name as Paying Agent hereunder;

(c) such Owners have provided to the Paying Agent reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Paying Agent for sixty (60) days after its receipt of such notice, request and offer or indemnity has failed to institute any such proceedings; and

(e) no direction inconsistent with such written request has been given to the Paying Agent during such sixty (60) day period by the Owners of a majority in principal amount of the Bonds; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Ordinance to affect, disturb or prejudice the rights of any other Owner of Bonds, or to obtain or to seek to obtain priority or preference over any other Owner or to enforce any right under this Ordinance, except in the manner herein and therein provided and for the equal and ratable benefit of all the Owners of Bonds.

(2) The Owners of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Paying Agent or exercising any trust or power conferred on the Paying Agent, provided that:

(a) such direction shall not be in conflict with any rule of law or this Ordinance,

(b) the Paying Agent shall not determine that the action so directed would be unjustly prejudicial to the Owners not taking part in such direction, and

(c) the Paying Agent may take any other action deemed proper by the Paying Agent which is not inconsistent with such direction.

F. Waiver by Paying Agent. The Paying Agent may, in its discretion, waive any Event of Default, provided there has been no default in payment of any Bond Payment. The Bond Owners shall have no rights under this Series 2007 Ordinance if the Paying Agent waives an Event of Default.

SECTION 14: CONTINUING DISCLOSURE

A. Contract/Undertaking. This section constitutes the City's written undertaking for the benefit of the Bond Owners as required by Section (b)(5) of the Rule. The Bond has been sold to a buyer qualifying as a "sophisticated purchaser" and continuing disclosure is therefore not required for the Bond.

SECTION 15: MISCELLANEOUS PROVISIONS

A. Notices. Any notice, request, authorization, or demand required or permitted to be given by this Ordinance shall be deemed sufficiently given when delivered or mailed, by registered or certified mail, postage prepaid, as follows: If to the City of Coeur d'Alene, at: 710 E. Mullan Ave., Coeur d'Alene, Idaho, 83814.

B. 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 covenant 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 Series 2007 Bonds.

C. Conflicting Ordinances; Effective Date. All ordinances or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Ordinance shall take effect and be in full force immediately upon its passage, approval and publication according to law.

D. Headings For Convenience Only. The descriptive headings of this Ordinance are inserted for convenience only and shall not control or affect the meaning or construction of any provision thereof.

E. Ratification. All action heretofore taken by the Council, and the employees of the city (not inconsistent with the provisions of this Ordinance), in connection with the making of said acquisitions and improvements within and for the City, and the issuance of the Series 2007 Bonds, are hereby in all respects ratified, approved and confirmed.

F. Suspension. Passed under suspension of the rules at a regular meeting of the City Council of the City of Coeur d'Alene held on the 20th day of November, 2007, upon which a roll call was duly taken and duly enacted.

ADOPTED and APPROVED this 20th day of November, 2007.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk CMC

(S E A L)

CERTIFICATE

I, the undersigned, the 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 an Ordinance duly adopted at a special meeting of the Council of said City, duly and regularly held at the regular meeting place thereof on November 20th 2007, of which meeting all members of said Council 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 November 20, 2007.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

Susan K Weathers, City Clerk CMC

(S E A L)

Number
R -1

Dollars
\$15,000,000

UNITED STATES OF AMERICA
STATE OF IDAHO
COUNTY OF KOOTENAI

CITY OF COEUR D'ALENE
SEWER REVENUE BOND, SERIES 2007

Number
R- 1

Interest Rate
3.75 %

Maturity Date
December 1, 2027

Dollars
\$15,000,000

THE CITY OF COEUR D'ALENE, Kootenai County, Idaho (the "City"), a duly organized and existing municipal corporation and political subdivision of the State of Idaho, for value received, promises to pay from the "City of Coeur d'Alene Sewer Revenue Bond Fund" to:

STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

or registered assigns, on the maturity date specified above, the principal sum of

FIFTEEN MILLION DOLLARS (\$15,000,000)

and to pay interest thereon from the Bond Fund from the date of delivery, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on June 1, 2008, and semiannually thereafter on June 1 and December 1 of each year until the date of maturity or prior redemption of this Bond.

Both principal of and interest on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of both principal of and interest on this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption prior to the stated date of maturity.

This Bond, upon the surrender hereof at the office of the City Treasurer may, at the option of the Registered Owner and at the expense of the Registered Owner, be exchanged for serial bonds, without coupons, in fully registered form, in the aggregate principal amount then remaining unpaid, bearing interest at the same rate, maturing

annually on the same dates of each of the remaining years of the original term of exchange is effected.

This Bond is issued for the purpose of paying a portion of the cost of construction and installation of additions and betterments to the sewer system of the City, (the "Project"), pursuant to the Revenue Bond Act of the State of Idaho (Section 50-1027 to 50-1042, inclusive, Idaho Code) and the Municipal Bond Law of the State of Idaho, (being Idaho Code, Title 57, Chapter 2), and the Bond Ordinance.

This Bond is a special obligation of the City and is payable as to the principal and interest solely from a special fund referred to in the Bond Ordinance and designated "City of Coeur d'Alene Bond Fund". For a more particular description of said Bond Fund, the Revenues of the System to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Ordinance pursuant to which this Bond is issued and such Bond Fund has been established and will be maintained. This Bond shall constitute a lien upon all money which from time to time is in the special funds heretofore pledged. This Bond does not now and shall never constitute an indebtedness of the City within the meaning of any State Constitution provision or statutory limitation, nor a charge against the general credit or taxing powers of the City.

This Bond creates a lien and charge upon the Net Revenues of the System (as said terms are defined in the Bond Ordinance) superior to all other charges of any kind or nature, except operation and maintenance expenses (as said term is defined in the Bond Ordinance), and the charges necessary to pay the principal of and interest on the Outstanding Bonds and any future parity bonds.

The City has covenanted with the Registered Owner of this Bond to keep and perform all covenants and agreements contained in the Bond Ordinance, and the City will establish, maintain, collect and account for rates and charges for service furnished by or through the System, including all extensions and improvements thereto hereafter constructed or acquired by the City, sufficient to pay the principal of and interest on this Bond as they fall due, provided such rates must be reasonable rates for the type, kind and character of the services provided.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things essential to the validity of this Bond do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that the Net Revenues to be derived from the operation of the System, including any future improvements, additions or extensions thereto, have been and are hereby pledged and will be set aside into the Bond Fund in amounts sufficient for the payment of principal and interest on this Bond and the Outstanding Bonds.

IN WITNESS WHEREOF, the City of Coeur d'Alene, Kootenai County, Idaho, under its corporate seal, has caused this Bond to be signed in its corporate name by the

Mayor of the City, countersigned by the City Treasurer, and attested by the City Clerk,
this 1st day of December, 2007.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

(Manual Signature)
Mayor

Countersigned:

(Manual Signature)
Treasurer

ATTEST:

(Manual Signature)
City Clerk

(S E A L)

REGISTRATION CERTIFICATE

I, the undersigned Treasurer of the City of Coeur d'Alene, Kootenai County, Idaho, hereby certify that the within City of Coeur d'Alene Sewer Revenue Bond, Series 2007 has been duly registered in my office in the Bond Register kept for that purpose.

Registrar

LEGAL OPINION

I, the undersigned Clerk of the City of Coeur d'Alene, Kootenai County, Idaho, hereby certify that the opinion of Wetzel, Wetzel, Bredeson and Holt P.L.L.C., Coeur d'Alene, Idaho, dated December 1, 2007 to me on said date, and is now a part of the permanent records of the City.

City Clerk

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- | | |
|--|--|
| TEN COM -- as tenants
in common | UNIF TRFS MIN ACT.....
(Cust) (Minor) |
| TEN ENT -- as tenants
by the entireties | under Uniform Transfer to Minors
Act
(State) |
| JT TEN -- as joint tenants
with right of
survivorship and
not as tenants
in common | |

Additional abbreviations may also be used although not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No. _____

the within Bond and hereby irrevocably constitutes and appoints

of _____,

to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

Bank, Trust Company or Member
Firm of the New York Stock Exchange

Authorized Officer

OTHER BUSINESS

GENERAL SERVICES COMMITTEE

DATE: November 13, 2007

FROM: Susan Weathers, City Clerk

RE: Request for Approval to Operate Horsesdrawn Carriage Rides

DISCUSSION POINT: Would the City Council approve allowing the Downtown Association to conduct free horse-drawn carriage rides in the downtown area during the holiday season.

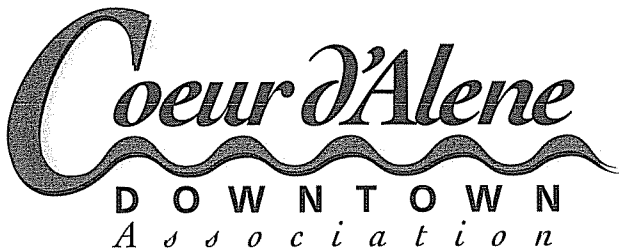
HISTORY: Attached is a letter from Terry Cooper, representing the Downtown Association, requesting approval to allow the Downtown Association, in association with the Spokane Teacher's Credit Union. Last year the route originated and ended at the Coeur d'Alene Resort. This year's route would be between the Coeur d'Alene Visitors Center, east on Sherman to 6th Street, north on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the Chamber Building. The rides will be free of charge and will be conducted each Saturday and Sunday from November 24th through December 23rd from 12:00 noon to 5:00 p.m. Previously, the City Council had approved requests for use of City streets for the operation of horse-drawn carriages from 4: p.m. to 8 p.m.; however, Captain Steve Childers foresees no problems with the change in time. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle signs and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles.

FINANCIAL IMPACT: There is no financial impact for the City.

QUALITY OF LIFE ANALYSIS: As mentioned in Mr. Cooper's letter, the association believes that these carriage rides will enhance the spirit of the holiday season Downtown.

PERFORMANCE ANALYSIS: The Downtown Association is requesting a change in hours due to participants not wanting to ride the carriage at night because of the cold climate. Captain Childers reviewed the route and flow of the carriage rides and does not see any major problems with changing the times since the carriage rides are only operated on Saturdays and Sundays.

DECISION POINT: Staff recommends approval including the requirements set out in the Downtown Association's letter of request and including: 1) That the carriage be posted with the appropriate slow-moving vehicle signage; 2) That all rules relating to slow moving vehicles be adhered to; and 3) that picking up or dropping off clients will not be allowed in any lanes of traffic.



105 N. 1st Street,
Suite 100
Coeur d'Alene, ID
83814

November 8, 2007

info@cdadowntown.com *email*
www.cdadowntown.com *web*
208-667-5986 *phone*
208-667-9338 *fax*

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in association with the Spokane Teacher's Credit Union (STCU), would like to provide carriage rides in the Downtown area, traveling between the Coeur d'Alene Visitors Center, East on Sherman to 6th street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the Chamber Building.

These rides would be available each Saturday and Sunday, beginning Saturday, November 24th and continuing through Sunday, December 23rd from Noon to 5 pm.

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance coverage limits of at least \$1,000,000.
- ❖ The TnT Muffler parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides will enhance the spirit of the holiday season Downtown.

Terry Cooper

A handwritten signature in black ink that reads 'Terry Cooper'.

General Manager
Coeur d'Alene Downtown Association

OUR vision
of Downtown
Coeur d'Alene
is to remain
the heart of
OUR community
preserving the
magic of
the past
while leading
the way to
OUR future.

MEMORANDUM

DATE: NOVEMBER 15, 2007

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF A LETTER OF AGREEMENT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES.

DECISION POINT: To authorize a Letter of Agreement with Panhandle Area Council for grant administration services.

HISTORY: On October 24, 2007 the City sent out a request for proposal for grant administration services for the HUD allocation the City is anticipating in 2008 to three organizations. Two organizations responded. Upon staff review it is recommended that City accept the proposal of Panhandle Area Council (PAC). A brief breakdown of benefits includes PAC's willingness to assign two staff persons to this project, willingness to partner with other agencies in the community, assist in the preparation of the year end report to HUD (CAPERS), and lastly will provide the services for a lump sum of \$30,000.00, \$18,250.00 less than the second proposal received.

Staff recommends that the City enter into a letter of agreement at this time, with a formal agreement for services after the December 10-13, 2007 HUD training, so that the scope of work reflects the appropriate terms and requirements necessary.

FINANCIAL: The City anticipates approval of the Consolidated Plan from HUD in January, 2008. Administration services will be paid out of the allocated dollars. PAC agrees to a lump sum payment of \$30,000.00 for one year of service.

PERFORMANCE ANALYSIS: Authorizing the letter of agreement will provide a basis for a PAC representative to attend the December HUD training and outline the City intent to further negotiate the scope of work thereafter.

DECISION POINT/RECOMMENDATION: To authorize a Letter of Agreement with Panhandle Area Council for grant administration services.

RESOLUTION NO. 07-069

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR HUD FUNDS, WITH PANHANDLE AREA COUNCIL.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Letter of Agreement with Panhandle Area Council, for Grant Administration Services for HUD funds pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Letter of Agreement for Grant Administration Services for HUD funds, 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.

DATED this 20th day of November, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



LETTER OF AGREEMENT

November 6, 2007

Panhandle Area Council
11100 N. Airport Drive
Hayden, ID 83835

Dear Mr. Deffenbaugh:

This letter shall serve as an interim agreement for professional services associated with the City's direct allocation of Community Development Block Grant dollars. A representative from Panhandle Area Council (PAC) and a representative from the City of Coeur d'Alene will attend HUD sponsored training December 10-13, 2007. It is hereby agreed that the specific terms of the Professional Services Agreement and Scope of Work will be negotiated after the training is complete, so the terms are specific to the needs of the City during its first year of allocation.

The City will coordinate the training travel and payment of that travel for one PAC representative. By this letter, PAC agrees to provide the City with general grant administration services for the CDBG funds (expected to be authorized January 1, 2008) until the Professional Services Agreement is negotiated in December of 2007, with a specific scope of work, at a cost not to exceed \$30,000.00 for one year.

City of Coeur d'Alene

Panhandle Area Council

Sandi Bloem, Mayor

James L. Deffenbaugh, Executive Director

RESOLUTION NO. 07-070

A RESOLUTION BY THE COEUR D'ALENE CITY COUNCIL DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATING OR DETERIORATED AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(9) AND 50-2903(8) DIRECTING THE URBAN RENEWAL AGENCY OF COEUR D'ALENE TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council and Mayor of Coeur d'Alene respectively on or about August 5, 1997, adopted Resolution No. 97-151 creating the Coeur d'Alene urban renewal agency, known as the Lake City Development Corporation (the "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code as amended (hereinafter the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, as amended (hereinafter the "Act") upon making the findings of necessity required for creating said Urban Renewal Agency;

WHEREAS, the City Council of the City of Coeur d'Alene, Idaho (the "City Council"), after notice duly published, conducted a public hearing on the Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the "Urban Renewal Plan") to redevelop a portion of the City, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d'Alene Urban Renewal Plan (hereinafter the "Lake District Plan"), and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Lake District Urban Renewal Plan (the "Lake District Amended and Restated Plan") to redevelop a portion of the City, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Plan, and making certain findings;

WHEREAS, it has become apparent that additional property adjacent to the Lake District Amended and Restated Plan Area is deteriorating or deteriorated and should be included in the urban renewal project;

WHEREAS, the Agency has had certain discussions concerning examination of an area bounded generally by Blackwell Island to the west, 11th Street to the east, Lake Coeur d'Alene to the south, and Miller Avenue to the north (the "Sorenson/Winton Area");

WHEREAS, in August, 2007, the Agency authorized a study or report to analyze and determine whether the Sorenson/Winton Area site is eligible for urban renewal planning and provide the full Agency Board with a report and recommendation as soon as reasonably possible;

WHEREAS, the Agency has obtained an eligibility report (the "Report") which examines the Sorenson/Winton Area for the purpose of determining whether such area is a deteriorating area or deteriorated area as defined by Idaho Code, Sections 50-2018(9) and 50-2903(8)(b);

WHEREAS, pursuant to Idaho Code sections 50-2018(9) and 50-2903(8)(b), which lists the definition of deteriorating and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Sorenson/Winton Area, *i.e.*,

- a) substantial number of deteriorated or deteriorating structures;
- b) faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- c) unsanitary or unsafe conditions;
- d) deterioration of site and other improvements;
- e) existence of conditions which endanger life or property by fire and other causes; and
- f) any combination of such factors.

WHEREAS, the effects of the listed conditions result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, the Report, dated October 11, 2007, has been submitted to the Agency, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference;

WHEREAS, the Report concludes the Sorenson/Winton Area Site qualifies for planning purposes to consider an urban renewal project;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906 also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency, on October 17, 2007, adopted Resolution No. 08-01 (a copy of which is attached hereto as Exhibit B, and incorporated herein by reference), accepting the Report;

WHEREAS, Resolution No. 08-01 also authorized the Chairman or the Executive Director of the Agency to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an Urban Renewal Plan for the Sorenson/Winton Area, which plan may include a revenue allocation provision as allowed by law;

WHEREAS, it is desirable and in the best public interest that the Agency prepare an Urban Renewal Plan for the Sorenson/Winton Area identified in the Report located in the City of Coeur d'Alene, County of Kootenai, State of Idaho;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO:

Section 1: That the City Council of Coeur d'Alene finds and declares:

- a) That the described Sorenson/Winton Area in the Report is a deteriorating or deteriorated area existing in Coeur d'Alene as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended;
- b) That there is a need for the Agency, an urban renewal agency, to
- c) function in accordance with the provisions of said Chapters 20 and 29, Title 50, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan; and
- d) That the Sorenson/Winton Area identified in the Report is determined to be a deteriorating or deteriorated area, or a combination thereof, and such area is designated as appropriate for an urban renewal project.

Section 2: That the Agency commence preparation of an Urban Renewal Plan for consideration by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Chapters 20 and 29, Title 50, Idaho Code, as amended.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED By the Council of the City of Coeur d'Alene, Idaho, this 20th day of November, 2007.

APPROVED By the Mayor of the City of Coeur d'Alene, Idaho, this 20th day of November, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**WINTON SCHOOL, WINTON PARK,
AND SORENSON MAGNET SCHOOL**

URBAN RENEWAL ELIGIBILITY REPORT

**PREPARED FOR THE
LAKE CITY DEVELOPMENT CORPORATION**

**BY
HARLAN W. MANN
CONSULTANT**

October 11, 2007

H:\Judy\WPDATA\Lake City\Sorenson School\Sorenson School Eligibility Report-Clean-10-15-07.doc October 16, 2007 (9:41AM)

**WINTON SCHOOL, WINTON PARK,
AND SORENSON MAGNET SCHOOL**

URBAN RENEWAL ELIGIBILITY REPORT

BACKGROUND

This report will provide the technical support for the first step in preparing an amendment to the existing urban renewal plan for the Lake District in Coeur d'Alene. The area included in the plan is bounded generally by Blackwell Island to the west, 11th Street to the east, Lake Coeur d'Alene to the south, and Miller Avenue to the north. A portion of the original project area is shown on the attached map. The Lake District Urban Renewal Plan was approved by the City Council in December 1997, by Ordinance No. 2842 (the "Lake District Plan"). Two studies entitled "Competitive Disadvantages of Coeur d'Alene as a Border Community" and "Areas of Deterioration Study" are the technical support for the Lake District Plan. The second study concluded that a substantial number of deteriorated or deteriorating structures existed in the Lake District Plan area.

Idaho Code Section 50-2008(a) states:

An urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or a deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.

Hence, Step One in planning an amendment to an existing urban renewal project is a resolution by the Coeur d'Alene City Council making certain findings about the specific area(s) in the city being proposed as an addition to the renewal project. The findings made

WINTON SCHOOL, WINTON PARK AND SORENSON MAGNET SCHOOL
URBAN RENEWAL ELIGIBILITY REPORT - 1

by the City Council would authorize the Lake City Development Corporation (the urban renewal agency for the City of Coeur d'Alene, Idaho) to prepare an amendment to the urban renewal plan to include the additional areas. The two areas being considered for addition to the Lake District Urban Renewal Project are the Sorenson Magnet School property several blocks from the southeast project boundary and the Winton School and Winton Park property on LaCrosse above Northwest Boulevard immediately adjacent to the project boundary.

Step Two in the renewal planning process is action by the Agency to prepare an amended urban renewal plan and recommend its approval to the Coeur d'Alene City Council. The City Council initiates Step Three by referring the amended plan to the Planning and Zoning Commission and setting a public hearing on the plan. Step Three is completed by a Planning and Zoning Commission finding that the amended urban renewal plan conforms to the City's Comprehensive Plan. Step Four is the adoption of a City Council ordinance approving the amended plan, after a public hearing.

DISCUSSION

This report focuses on whether the Sorenson Magnet School and Winton School/Winton Park areas outlined on the attached map qualify as deteriorating areas pursuant to Idaho Code Section 50-2018(9) and as deteriorated areas pursuant to Section 50-2903(8)(b) under virtually identical definitions. A copy of this joint definition is attached. The first statutory reference is from the basic urban renewal statute, while the second comes from the revenue allocation law.

WINTON SCHOOL, WINTON PARK AND SORENSON MAGNET SCHOOL
URBAN RENEWAL ELIGIBILITY REPORT - 2

Finally, the report will discuss why the areas are appropriate for an urban renewal project to provide support for the second part of the required City Council finding and policy determination.

A. Present Conditions

The attached definition of deteriorating and deteriorated area [Idaho Code §§ 50-2018(9) and 50-2903(8)(b)] lists nine different conditions that may be present in such an area, with the tenth being the comprehensive “any combination of such factors.” The presence of these conditions was documented by a field trip on August 30, 2007, and by contacts with various city, agency, and school district officials. Then each subarea was evaluated, and the numbers and designations corresponding to the applicable characteristics were placed at the appropriate locations on the attached map.

B. Deteriorating/Deteriorated Area Characteristics

The following is a listing of conditions found in each area by their corresponding numbers in the definition and a brief explanation of that condition and how it was evaluated and identified:

1. (1) A substantial number of deteriorated or deteriorating structures. Given the age and condition of the three structures in the areas, they would all be evaluated in the deteriorating category. The number “1” was placed on all the building in these two areas to designate a substantial number of deteriorating structures. These structures would add to the total number of deteriorated or deteriorating structures in the Lake District project area.

2. (3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

Typically this characteristic is associated with parcelization that prevents full and proper use of property for uses allowed by the applicable zoning. In the Sorenson School area, there is no off-street parking for staff and visitors. Therefore, this area has been designated with a “3.”

3. (4) Insanitary or unsafe conditions. Typical unsafe conditions are found with the street systems and are characterized by inadequate streets, sidewalks, signalization, street lights, and handicapped access. Insanitary conditions exist where the sewer system is nonexistent or inadequate. Neither school is ADA compliant, and the Sorenson School lacks proper exiting from the gymnasium that creates an unsafe condition. Therefore, the designation “4S” has been placed on both buildings to denote these unsafe conditions.

4. (5) Deterioration of site and other improvements. Site improvements include parking lots, fences, and landscaping areas, basically things other than structures that make up a developed property. The term “other improvements” designates the category into which public improvements such as streets, sidewalks, curbs, gutters, bridges, storm drains, water mains, sanitary sewers, and public facilities such as parks, parking lots, and public buildings are included. Utilities such as electric, telephone, fiber, and cable television are also included. When the number “5” appears on the map in a street right-of-way or at the edge of a street right-of-way, that denotes a deteriorated street or sidewalk. When the number “5” appears on real property, that denotes deteriorated site improvements, usually parking lots for already improved properties, including both publicly owned and privately owned parcels.

Contacts with the city officials, contacts with school district staff, and visual inspections confirmed the condition of streets, water mains, sanitary sewers, Winton Park, and the two schools. The sanitary sewer lines and water mains are described as adequate for condition and capacity where they exist, but see the discussion about fire protection under item (9) below. Winton Park is considered deteriorating because of the condition of the parking lot, fences, restroom, horseshoe courts, and pathways.

5. (9) The existence of conditions which endanger life or property by fire and other causes. This characteristic can cover a broad range of conditions. Typically, if an area lacks fire hydrants and an adequate water main system, it can be cited as a fire danger. The water main in Coeur d'Alene Avenue between 7th and 8th is undersized at 4 inches, so that section of the street received a "9F" designation.

6. (10) Any combination of such factors. This number is placed on the two subareas to indicate that two or more of the other characteristics are present.

C. Effects of Present Conditions

1. (a) Results in economic underdevelopment of the area. While major sections of the Lake District have been redeveloped, economic underdevelopment of the area has not been eliminated.

2. (b) Substantially impairs or arrests the sound growth of a municipality. While substantial new commercial and residential growth has occurred in the Lake District, improvement of the schools and the park is still lagging. Such uneven growth and

improvement from the public side adversely affects the sound growth of the City because it discourages improvement of existing residential neighborhoods.

3. (c) Retards the provision of housing accommodations or (d) constitutes an economic or social liability. Often older commercial and residential areas suffer from an inadequate public infrastructure, including public buildings and facilities. When such areas do not generate their full, potential tax revenue, they tend to become an economic liability for the City.

4. (e) And is a menace to the public health, safety, morals, or welfare in its present condition or use. This area still has some economic underdevelopment; therefore, it remains a modest economic liability for the City. Accordingly, such conditions represent a menace or threat to the public welfare or prosperity of the community.

D. Appropriateness of the Area for an Urban Renewal Project

The second part of the City Council's determination is the policy decision of whether the two areas are appropriate for an urban renewal project. Clearly, all public facilities in an urban renewal area should be considered for improvement to keep pace with the new and upgraded private development. Since revenue allocation funds cannot be used for public facilities outside the revenue allocation area, the logical solution to the problem is to expand the urban renewal project to include the public facilities.

This report has provided evidence that the Winton School/Winton Park and Sorenson Magnet School areas are deteriorating areas because of the presence of various conditions.

Therefore, there is no barrier to adding these areas by amending the revenue allocation and project area boundaries of the Lake District Urban Renewal Plan.

CONCLUSION

This report concludes that the Winton School/Winton Park and Sorenson Magnet School areas are deteriorating and deteriorated areas and are appropriate for an urban renewal project, in this instance, as additions to the existing Lake District project.

Attachments

DEFINITION OF DETERIORATING AREA, IDAHO CODE § 50-2018(9)
AND DETERIORATED AREA, IDAHO CODE § 50-2903(8)(b)

A deteriorating or deteriorated area is any area which by reason of the presence of (1) a substantial number of deteriorated or deteriorating structures; (2) predominance of defective or inadequate street layout; (3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness; (4) insanitary or unsafe conditions; (5) deterioration of site or other improvements; (6) diversity of ownership; (7) tax or special assessment delinquency exceeding the fair value of the land; (8) defective or unusual conditions of title; (9) the existence of conditions which endanger life or property by fire and other causes; or (10) any combination of such factors, (a) (results in economic underdevelopment of the area);¹ (b) substantially impairs or arrests the sound growth of a municipality; (c) retards the provision of housing accommodations; or (d) constitutes an economic or social liability; and (e) is a menace to the public health, safety, morals, or welfare in its present condition or use; provided, that if such deteriorating area consists of open land the conditions contained in the proviso in Idaho Code Section 50-2008(d) shall apply.² Provided, however, this definition shall not apply to any agricultural operation, as defined in Section 22-4502(1), Idaho Code, absent the consent of the owner of the agricultural operation, except for an agricultural operation that has not been used for three (3) consecutive years.³

¹This appears only in the revenue allocation statute.

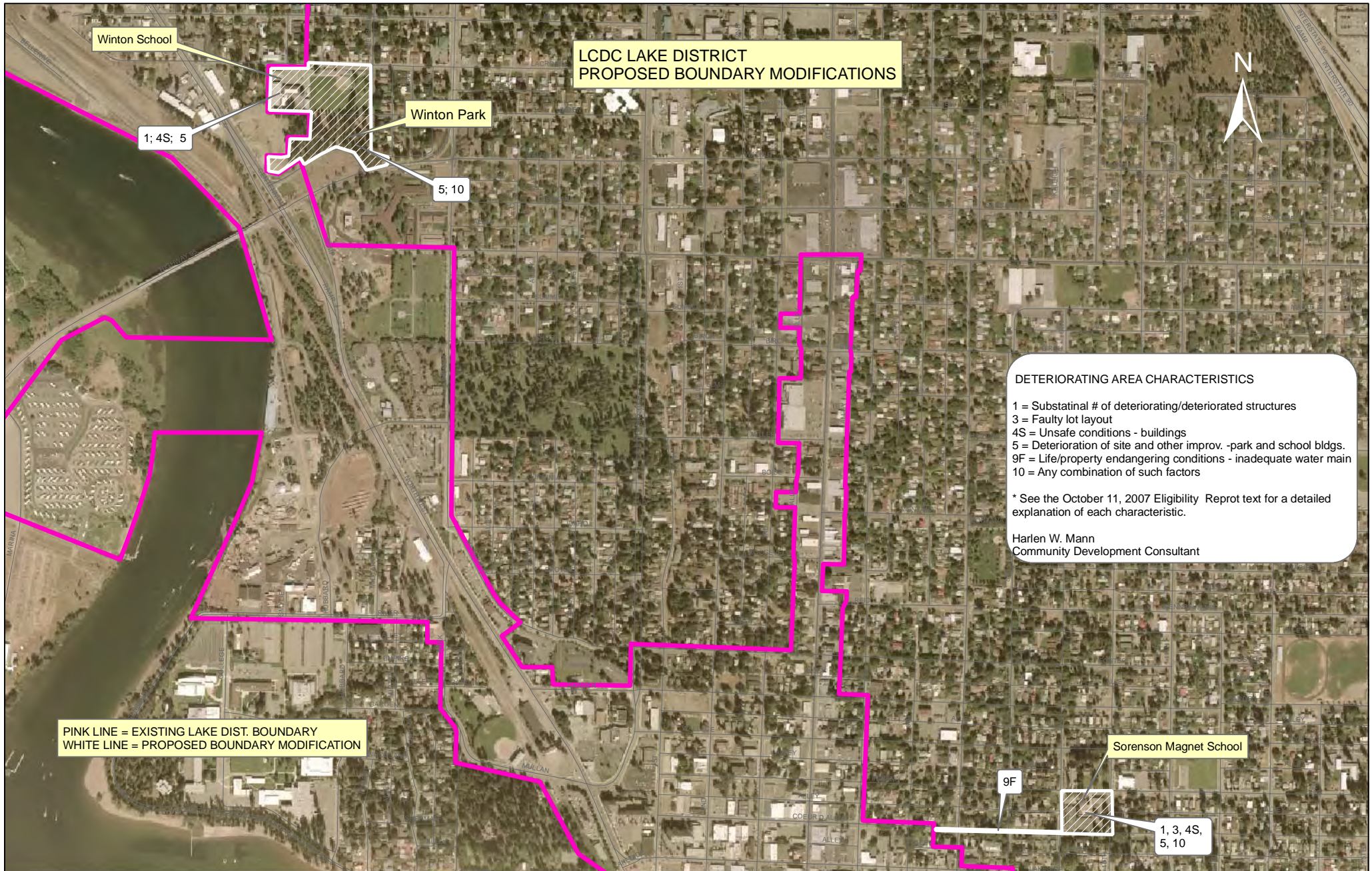
²This appears only in the urban renewal statute.

³This provision was added to the urban renewal statute in 2006 by House Bill 735, as amended.

DEFINITION OF URBAN RENEWAL PROJECT, IDAHO CODE § 50-2018(10)

“Urban renewal project” may include undertakings and activities of a municipality in an urban renewal area for the elimination of deteriorated or deteriorating areas and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. Such undertakings and activities may include:

- (a) acquisition of a deteriorated area or a deteriorating area or portion thereof;
- (b) demolition and removal of buildings and improvements;
- (c) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, off-street parking facilities, public facilities or buildings and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this act in accordance with the urban renewal plan;
- (d) disposition of any property acquired in the urban renewal area (including sale, initial leasing or retention by the agency itself) at its fair value for uses in accordance with the urban renewal plan except for disposition of property to another public body;
- (e) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of building or other improvements in accordance with the urban renewal plan;
- (f) acquisition of real property in the urban renewal area which, under the urban renewal plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;
- (g) acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, insanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or to prevent the spread of blight or deterioration, or to provide land for needed public facilities;
- (h) lending or investing federal funds; and
- (i) construction of foundations, platforms and other like structural forms.



**LDCD LAKE DISTRICT
PROPOSED BOUNDARY MODIFICATIONS**

Winton School

Winton Park

1; 4S; 5

5; 10

DETERIORATING AREA CHARACTERISTICS

- 1 = Substantial # of deteriorating/deteriorated structures
- 3 = Faulty lot layout
- 4S = Unsafe conditions - buildings
- 5 = Deterioration of site and other improv. -park and school bldgs.
- 9F = Life/property endangering conditions - inadequate water main
- 10 = Any combination of such factors

* See the October 11, 2007 Eligibility Reprint text for a detailed explanation of each characteristic.

Harlen W. Mann
Community Development Consultant

**PINK LINE = EXISTING LAKE DIST. BOUNDARY
WHITE LINE = PROPOSED BOUNDARY MODIFICATION**

Sorenson Magnet School

9F

1, 3, 4S,
5, 10

COEUR D'ALENE URBAN RENEWAL AGENCY dba LAKE CITY DEVELOPMENT CORPORATION

RESOLUTION NO. 08-01

BY THE BOARD OF COMMISSIONERS OF THE COEUR D'ALENE URBAN RENEWAL AGENCY OF THE CITY OF COEUR D'ALENE, IDAHO:

A RESOLUTION OF THE COEUR D'ALENE URBAN RENEWAL AGENCY, THE URBAN RENEWAL AGENCY OF THE CITY OF COEUR D'ALENE, IDAHO, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR THE WINTON SCHOOL, WINTON PARK, AND SORENSON MAGNET SCHOOL AREA AS AN URBAN RENEWAL AREA AND JUSTIFICATION FOR DESIGNATING THE ADDITIONAL AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING THE CHAIRMAN, OR EXECUTIVE DIRECTOR, TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE REQUESTING ITS CONSIDERATION FOR DESIGNATION OF THE URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL TO COMMENCE THE PROCESS FOR AN AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE LAKE DISTRICT AREA; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Lake City Development Corporation, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, as amended, Chapter 20, Title 50, Idaho Code as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 20, Title 50, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Coeur d'Alene, Idaho, hereinafter referred to as "LCDC."

WHEREAS, by Resolution No. 97-151, dated August 5, 1997, the City of Coeur d'Alene created an urban renewal agency, pursuant to Chapter 20, Title 50, Idaho Code;

WHEREAS, the City Council of the City of Coeur d'Alene, Idaho (the "City Council"), after notice duly published, conducted a public hearing on the Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the "Urban Renewal Plan") to redevelop a portion of the City, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d'Alene Urban Renewal Plan (hereinafter the "Lake District Plan"), and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Lake District Urban Renewal Plan (the “Lake District Amended and Restated Plan”) to redevelop a portion of the City, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Plan, and making certain findings;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the River Redevelopment District Plan (the “River District Plan”) to redevelop a portion of the City, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Plan, and making certain findings;

WHEREAS, it has become apparent that additional property adjacent to the Lake District Amended and Restated Plan Area is deteriorating or deteriorated and should be included in the urban renewal project;

WHEREAS, LCDC, in August, 2007, requested Harlan Mann, Real Estate Consultant (“Consultant”), review an additional area adjacent to the area covered in the Lake District Amended and Restated Plan and to prepare an eligibility report to include the additional area;

WHEREAS, LCDC has obtained the Winton School, Winton Park, and Sorenson Magnet School Urban Renewal Eligibility Report (the “Sorenson School Report”), which examines an area bounded generally by Blackwell Island to the west, 11th Street to the east, Lake Coeur d’Alene to the south, and Miller Avenue to the north, for the purpose of determining whether such area is a deteriorating area and deteriorated area as defined by Idaho Code, Sections 50-2018(9) and 50-2903(8)(b);

WHEREAS, the Sorenson School Report, dated October 11, 2007, has been submitted to the LCDC, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the Sorenson School Report.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE LAKE CITY DEVELOPMENT CORPORATION, THE URBAN RENEWAL AGENCY OF COEUR D'ALENE, IDAHO:

Section 1: That the above statements are true and correct.

Section 2: That the Board acknowledges acceptance and receipt of the Winton School, Winton Park, and Sorenson Magnet School Urban Renewal Eligibility Report.

Section 3: That the Chairman of the Board of Directors, or Executive Director, is hereby authorized to transmit the Winton School, Winton Park, and Sorenson Magnet School Urban Renewal Eligibility Report, dated October 11, 2007, to the City of Coeur d'Alene City Council requesting that the Council:

- a. Determine whether the area identified in the Winton School, Winton Park, and Sorenson Magnet School Urban Renewal Eligibility Report qualifies as an urban renewal project and justification for designating the area, as appropriate, for an urban renewal project;
- b. If such designation is made, whether the LCDC should proceed with the preparation of an amended Lake District Urban Renewal Plan which will include the areas identified in the Winton School, Winton Park, and Sorenson Magnet School Urban Renewal Eligibility Report and may include a revenue allocation provision as allowed by law.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Lake City Development Corporation of Coeur d'Alene, Idaho, on October 17, 2007. Signed by the Chairman of the Board of Commissioners, and attested by the LCDC Executive Director, on October 17, 2007.

LAKE CITY DEVELOPMENT CORPORATION
Urban Renewal Agency for Coeur d'Alene, Idaho


By _____
Chairman

ATTEST:

By _____
LCDC Executive Director

PUBLIC HEARINGS

CITY COUNCIL
Staff Report

DATE: November 20, 2007
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: V-07-2, Vacation of a Portion of Excess Seltice Way Right-of-Way
Adjoining the Southerly Boundary of the Coeur d'Alene Honda Auto
Dealership.

DECISION POINT:

The applicant, Coeur d'Alene Honda, is requesting the vacation of a 30' x 535' strip of excess r/w along their southerly property frontage on Seltice Way.

HISTORY:

The four (4) lane divided highway known as Seltice Way was originally constructed as US Highway 10, and originated in 1926. The portion from the Washington state line to CdA was replaced by I-90 in 1971. The right-of-way width adjoining the subject property varies in width from 265' – 275', and, has three (3) median breaks located in the segment.

FINANCIAL ANALYSIS:

There is no cost to the City, and, approximately 16,050 sq.ft. would be removed from tax exempt status and added to the County as taxable.

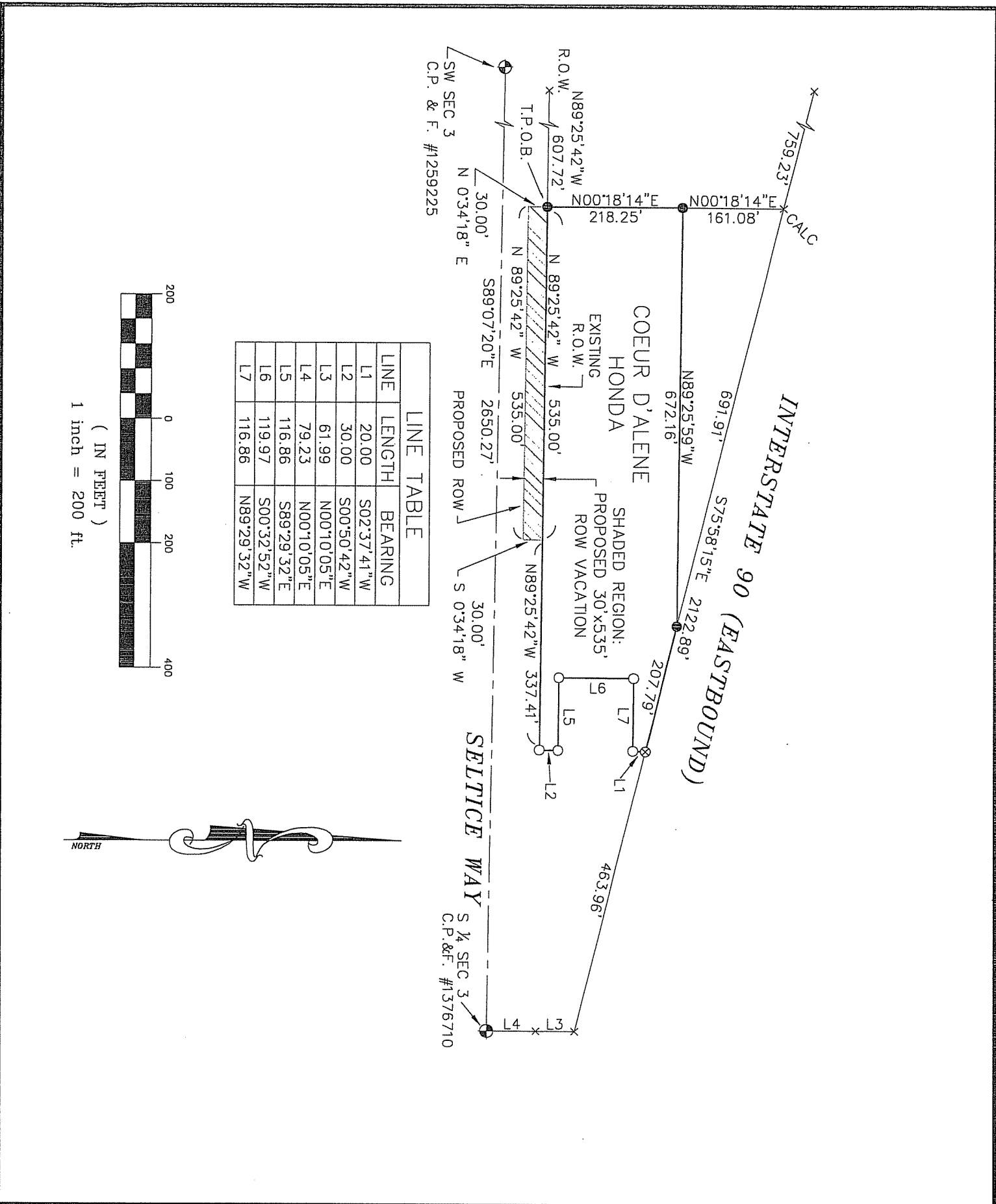
PERFORMANCE ANALYSIS:

The applicant desires to enlarge the auto sales operation on the subject property, and construct a new automobile sales facility (drawing attached) on the westerly portion of their site. Vacation of the requested thirty foot (30') portion of r/w would facilitate this process. The existing conditions at the subject property are two (2) westbound 12' travel lanes with a curb adjacent eight foot (8') sidewalk.

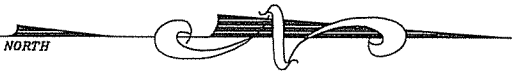
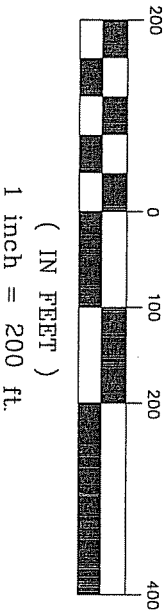
The vacation request, although substantial, would still retain between 8'–10' of right-of-way behind the existing sidewalk. Although the future of the Seltice Way corridor is unknown, it is reasonable to assume that it will not grow beyond the existing four (4) lane w/ median configuration.

SUMMARY:

Coeur d'Alene Honda is requesting the vacation of a 30' x 535' strip of excess Seltice Way right-of-way along the southerly boundary of their auto sales facility. The four lane divided highway section has a r/w width at the subject property that varies from 265'-275', with approximately forty feet (40') of r/w situated behind the existing sidewalk. Vacation of the requested r/w would provide for additional area to be utilized in the expansion of the auto sales facility site, and, would still allow provide 8'-10 feet of remainder r/w should it be necessary. Site development would result in the relocation of access approaches, which would be desirable from an engineering and safety standpoint.



LINE	LENGTH	BEARING
L1	20.00	S02°37'41"W
L2	30.00	S00°50'42"W
L3	61.99	N00°10'05"E
L4	79.23	N00°10'05"E
L5	116.86	S89°29'32"E
L6	119.97	S00°32'52"W
L7	116.86	N89°29'32"W



TITLE: EXHIBIT OF PROPOSED
30' RIGHT OF WAY VACATION
OF SELTICE WAY AT COEUR D'ALENE HONDA

SCALE: 1"=200'

DATE: 10/22/07

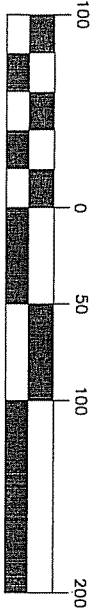
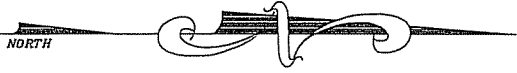
FILE: C324-ROS3

FRAME & SMETANA, PA
Consulting Engineers

603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph. (208)664-2121/Fax: 765-5502/ Email: smetana@adelphia.net

FS

SHEET
1 OF 1



(IN FEET)
1 inch = 100 ft.

HATCHED
REGION:
PROPOSED
30' x 535'
VACATION

SELTICE

WAY

EXIST. R.O.W.
PROPOSED R.O.W.

PROPOSED
HONDA
FACILITY

EXISTING
HONDA
FACILITY

INTERSTATE 90

TITLE: EXHIBIT OF PROPOSED R/W VACATION
COEUR D'ALENE HONDA EXPANSION PROJECT

SCALE: 1"=40

DATE: 10/22/07

FILE: C324-SITE

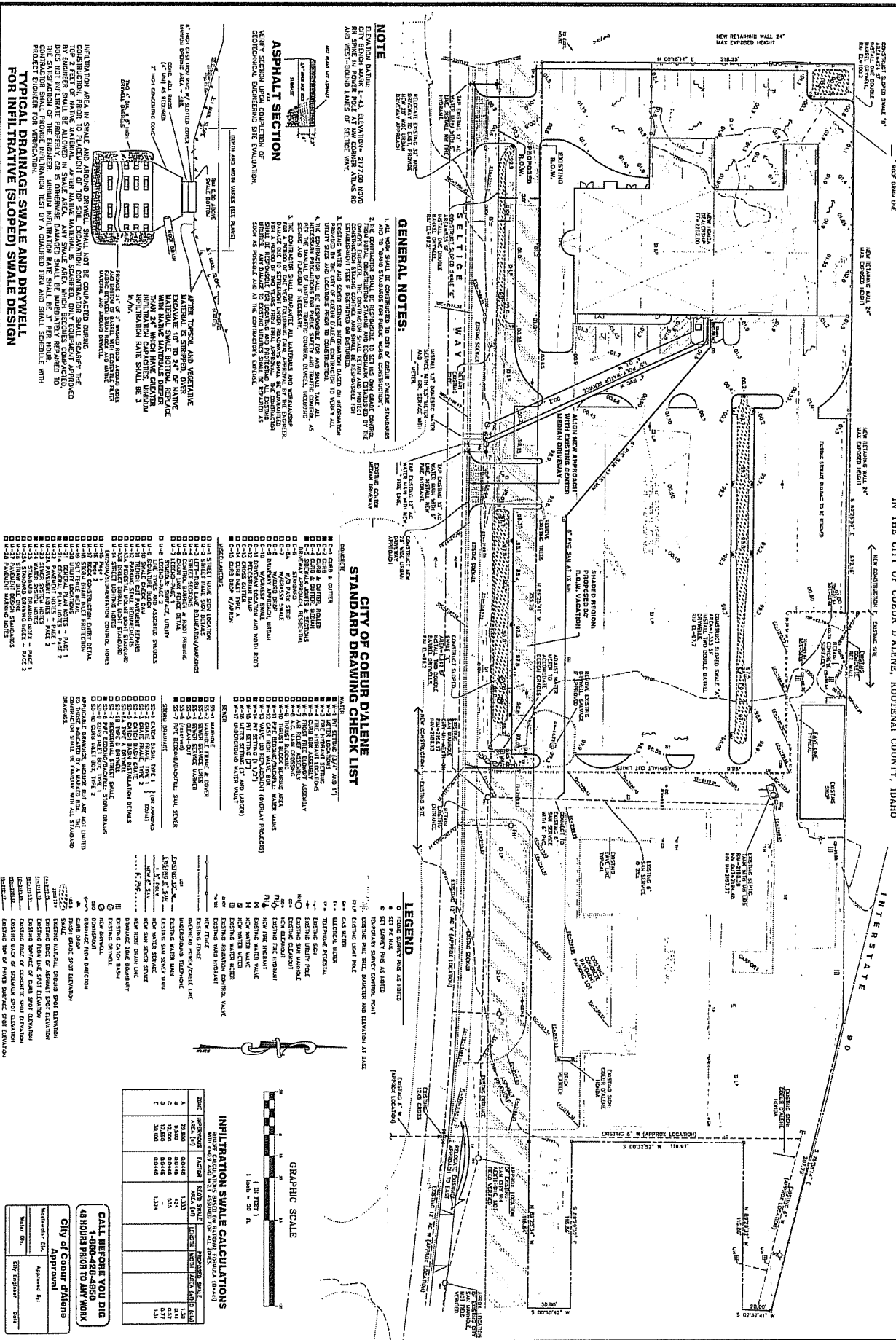
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SHEET
1 OF 1

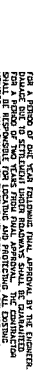
**COEUR D'ALENE HONDA
WATER, SEWER, GRADING AND DRAINAGE PLAN
IN A PORTION OF THE SW $\frac{1}{4}$ OF SEC. 3, T.50N., R.41W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**



GENERAL NOTES:

1. ALL TO BE CONFORMED TO THE LATEST EDITIONS OF THE CITY ENGINEERING STANDARDS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE IDAHO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE IDAHO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.
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5. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE IDAHO DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.

ASPHALT SECTION



**CITY OF COEUR D'ALENE
STANDARD DRAWING CHECK LIST**

- 1. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.
- 2. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.
- 3. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.
- 4. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.
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- 8. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.
- 9. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.
- 10. ALL DRAWINGS SHALL BE CHECKED BY THE CITY ENGINEER.

**TYPICAL DRAINAGE SWALE AND DRYWELL
FOR INFILTRATIVE (SLOPED) SWALE DESIGN**



INfiltration area in swale and around drywell shall not be compacted. Raising the top 2 feet of native material after having been compacted shall be done in the same area. Any swale area which becomes compacted shall be removed and replaced with native material. Swales shall be a minimum of 24\"/>

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INFLTRATION SWALE CALCULATIONS

ZONE	INFLTRATION SWALE	PERCENT SWALE	PERCENT SWALE
A	1000	0.04	0.11
B	1000	0.04	0.11
C	1000	0.04	0.11
D	1000	0.04	0.11
E	1000	0.04	0.11

CALL BEFORE YOU DIG
1-800-428-4850
48 HOURS PRIOR TO ANY WORK

City of Coeur d'Alene
Water & Sewer Department
Approved By: [Signature]

Checked By: [Signature]
Drawn By: [Signature]
Date: 6/19/07

Location: COEUR D'ALENE HONDA
2745 Setlice Way, Coeur d'Alene, ID 83814-8975

Sheet Title: WATER, SEWER, GRADING AND DRAINAGE PLAN

Scale: 1" = 20'

Graphic Scale: 1" = 20'

North Arrow

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NO.	DATE	REVISION

DESIGN BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 6/19/07

FRAME & SMETANA, PA
Consulting Engineers
603 North 4th Street, Coeur d'Alene, Idaho, 83814
Ph: (208) 666-2121 / Fax: 765-5502
Email: smetana@coaleptic.net

The liability of this drawing shall not be construed to include any errors or omissions or to constitute a warranty or guarantee of any kind. The user of this drawing shall be responsible for the accuracy and completeness of the information provided. Any use of this information is at the user's sole risk and without liability to the engineer.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 9/30/07	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/07
<u>General-Designated</u>	\$1,147,837	\$58,450	\$491,527	\$714,760
<u>General-Undesignated</u>	1,813,921	3,173,789	3,517,067	1,470,643
<u>Special Revenue:</u>				
Library	48,938	9,428	102,060	(43,694)
Cemetery	4,129	74,293	35,095	43,327
Parks Capital Improvements	515,804	26,702	64,056	478,450
Impact Fees	3,093,454	67,428		3,160,882
Annexation Fees	310,826	1,318	230,000	82,144
Insurance	2,044,213	9,232	12,352	2,041,093
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	453,569	192,715	400	645,884
LID Guarantee	205,462	53,683		259,145
LID 124 Northshire/Queen Anne/Indian Meadows	68,491	352	49,678	19,165
LID 127 Fairway / Howard Francis	64,728	783		65,511
LID 129 Septic Tank Abatement	233,842			233,842
LID 130 Lakeside / Ramsey / Industrial Park	162,347			162,347
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	20,071	1,126		21,197
LID 143 Lunceford / Neider	15,541			15,541
LID 145 Government Way	69,279		69,279	-
LID 146 Northwest Boulevard	184,992	12,594		197,586
LID 148 Fruitland Lane Sewer Cap Fees	23,693		23,693	-
<u>Capital Projects:</u>				
Street Projects	424,884	1,911		426,795
2006 GO Bond Capital Projects	1,208,967	61,891	127,337	1,143,521
<u>Enterprise:</u>				
Street Lights	11,628	205,775	34,085	183,318
Water	748,288	566,724	382,411	932,601
Water Capitalization Fees	1,654,876	48,011	2,100	1,700,787
Wastewater	6,244,218	1,156,609	589,734	6,811,093
Wastewater-Reserved	1,772,093	27,500		1,799,593
WWTP Capitalization Fees	3,295,619	303,405		3,599,024
WW Property Mgmt	60,668			60,668
Sanitation	70,382	264,246	236,536	98,092
Public Parking	568,912	12,829	5,662	576,079
Stormwater Mgmt	256,554	116,590	32,750	340,394
Water Debt Service	150	1		151
Wastewater Debt Service	90		2	88
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	170,465	211,864	170,465	211,864
LID Advance Payments	571	127	180	518
Police Retirement	1,344,629	20,254	45,715	1,319,168
Cemetery P/C	2,017,728	24,950	14,682	2,027,996
Sales Tax	1,283	1,804	1,283	1,804
Fort Sherman Playground	4,817	20	168	4,669
Jewett House	15,605	10,066	940	24,731
KCATT	3,257	14		3,271
Reforestation	197,257	869	197,349	777
Street Trees		200,364		200,364
Community Canopy		1,170		1,170
CdA Arts Commission	10	2,100	1,172	938
Public Art Fund	78,150	331	42,918	35,563
Public Art Fund - LCDC	107,998	458		108,456
Public Art Fund - Maintenance	104,725	444	15,429	89,740
KMPO - Kootenai Metro Planning Org	18,271	41,412	28,185	31,498
BID	150,745	6,698		157,443
Homeless Trust Fund	209	323	209	323
GRAND TOTAL	\$31,014,187	\$6,970,653	\$6,524,519	\$31,460,321

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2007	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$177,165	\$12,741	7%
	Services/Supplies	16,420	632	4%
Administration	Personnel Services	471,791	39,009	8%
	Services/Supplies	315,561	231	0%
Finance	Personnel Services	597,890	48,477	8%
	Services/Supplies	173,480	10,533	6%
Municipal Services	Personnel Services	744,968	55,743	7%
	Services/Supplies	492,140	53,755	11%
	Capital Outlay	14,000		
Human Resources	Personnel Services	196,632	16,054	8%
	Services/Supplies	48,000	50	0%
Legal	Personnel Services	1,122,598	91,227	8%
	Services/Supplies	88,921	3,081	3%
	Capital Outlay			
Planning	Personnel Services	471,106	36,001	8%
	Services/Supplies	75,300	97	0%
Building Maintenance	Personnel Services	296,516	15,356	5%
	Services/Supplies	213,120	18,415	9%
	Capital Outlay	18,000		
Police	Personnel Services	7,682,206	613,254	8%
	Services/Supplies	846,147	14,208	2%
	Capital Outlay	147,612		
Fire	Personnel Services	5,479,301	409,952	7%
	Services/Supplies	400,633	20,440	5%
	Capital Outlay			
General Government	Personnel Services	38,400		
	Services/Supplies	305,913	789,633	258%
Byrne Grant (Federal)	Services/Supplies	45,730		
COPS Grant	Services/Supplies	58,061		
K.C.J.A. Drug Task Force	Services/Supplies	24,340	582	2%
	Capital Outlay			
US Streets	Personnel Services	1,745,130	139,095	8%
	Services/Supplies	484,625	10,777	2%
	Capital Outlay	122,000		
Engineering Services	Personnel Services	594,849	34,991	6%
	Services/Supplies	715,232	29,759	4%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 31-Oct-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2007	PERCENT EXPENDED
Parks	Personnel Services	1,137,525	86,340	8%
	Services/Supplies	373,291	4,612	1%
	Capital Outlay	132,500	578	0%
Recreation	Personnel Services	549,983	36,653	7%
	Services/Supplies	151,127	453	0%
	Capital Outlay	99,000		
Building Inspection	Personnel Services	783,216	63,701	8%
	Services/Supplies	51,105	1,533	3%
Total General Fund		<u>27,501,534</u>	<u>2,657,963</u>	<u>10%</u>
Library	Personnel Services	831,377	65,670	8%
	Services/Supplies	167,650	7,184	4%
	Capital Outlay	75,000	2,280	3%
Cemetery	Personnel Services	167,483	13,258	8%
	Services/Supplies	111,255	5,441	5%
	Capital Outlay	15,000	9,915	66%
Impact Fees	Services/Supplies	585,000		
Annexation Fees	Services/Supplies	230,000	230,000	100%
Parks Capital Improvements	Capital Outlay	487,500	1,114	0%
Insurance	Services/Supplies	310,500	500	0%
Total Special Revenue		<u>2,980,765</u>	<u>335,362</u>	<u>11%</u>
Debt Service Fund		<u>2,372,479</u>	<u>49,678</u>	<u>2%</u>
Ramsey Road	Capital Outlay			
Govt Way	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay			
4th St - Anton to Timber	Capital Outlay			
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	250,000		
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay			
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		(1,851)	
Fire Dept GO Bond Expenditure	Capital Outlay	2,940,015	45,220	
Total Capital Projects Funds		<u>3,190,015</u>	<u>43,369</u>	<u>1%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2007

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2007	PERCENT EXPENDED
Street Lights	Services/Supplies	560,203		
Water	Personnel Services	1,379,833	101,371	7%
	Services/Supplies	2,925,071	6,571	0%
	Capital Outlay	1,660,000	2,488	0%
	Debt Service	320,000		
Water Capitalization Fees	Services/Supplies	960,000		
Wastewater	Personnel Services	1,887,548	140,755	7%
	Services/Supplies	3,740,921	2,266	0%
	Capital Outlay	5,874,114		
	Debt Service	1,498,881		
WW Capitalization	Services/Supplies	2,482,683	235,484	9%
Sanitation	Services/Supplies	3,025,984		
Public Parking	Services/Supplies	167,132	2,971	2%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	377,365	24,023	6%
	Services/Supplies	634,804	2,446	0%
	Capital Outlay	492,000		
Total Enterprise Funds		<u>27,986,539</u>	<u>518,375</u>	<u>2%</u>
Kootenai County Solid Waste		2,000,000		
Police Retirement		249,170	19,767	8%
Cemetery Perpetual Care		101,500	8,461	8%
Jewett House		15,338	128	1%
Reforestation		54,000	585	1%
CdA Arts Commission		5,700	1,156	20%
Public Art Fund		25,000		
Public Art Fund - LCDC		61,000		
Public Art Fund - Maintenance		4,000	151	4%
Fort Sherman Playground		2,000		
KMPO			28,185	
Business Improvement District		126,000		
Homeless Trust Fund		4,000		
Total Trust & Agency		<u>2,647,708</u>	<u>58,433</u>	<u>2%</u>
TOTALS:		<u>\$66,679,040</u>	<u>\$3,663,180</u>	<u>5%</u>