



Coeur d'Alene

CITY COUNCIL MEETING

January 16, 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
JANUARY 2, 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 January 2, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Paul Van Noy, Candlelight Fellowship.

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

PUBLIC COMMENTS:

HIGHER EDUCATION CORRIDOR: Dan Gookin, 714 W. Empire Avenue, asked if the City has hired a lobbyist regarding approaching the legislature for funding the higher education corridor. The Mayor responded that the City is participating in the higher education corridor project and LCDC has retained a consultant regarding the development of this corridor. He then asked why the current location was selected for the proposed higher education corridor. He noted that he has a little trouble accepting this location and would also like to see the higher education institutions contributing more funding for this corridor. Mayor Bloem responded that the entities involved in the higher education corridor have been contributing to this project. She also noted that the philosophy is driving the location of property more than the property driving the philosophy. She noted that the partnership of North Idaho College and other Idaho universities is providing our area with a greater higher education opportunity. Councilman Kennedy asked Mr. Gookin what he believes is the best, most effective way to communicate regarding issues. Mr. Gookin said that the issue with the higher education corridor is that there is a general lack of education of the public and believes that having a vote for a bond would be a good avenue to get the public educated about this project. Mr. Gookin also believes that if drawings of the proposed site were published it would help the community to visualize the concept. Councilman Hassell noted that right now it is just a vision, and until there is some funding available, there will not be drawings. Also, if the City did a bond election that would mean that the City

residents would be paying for the education corridor when this facility is for a greater population than just the City. He also noted that to move North Idaho College would cost far more than expanding the current site. Councilman McEvers noted that most of the property is already available in this area and explained the value of having the college at its current location. Mayor Bloem noted that the Wastewater Treatment Plant at its current location could become a lab school for the Universities. Additionally, having the closeness to the medical facilities makes this a good location for the higher education corridor. Councilman Goodlander recalled that the Fort Grounds where the college is located was purchased through a bond issue. Councilman Edinger thanked Mr. Gookin for bringing this subject up and is appreciative when the community brings their questions to the City Council and also noted that maybe Mr. Gookin could get this information out on his blog.

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

1. Approval of minutes for December 19, 2006.
2. Setting the Public Works Committee and General Services Committee meetings for January 8, 2007 at 4:00 p.m.
3. RESOLUTION 07-001: 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 SS-25-06 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE 1ST ADDITION TO WHITE SUBDIVISION; APPROVAL OF A COOPERATIVE AGREEMENT FOR DEPOSITION OF UNSUITABLE MATERIALS AND STORAGE OF TOPSOIL FOR KROC CENTER BETWEEN THE CITY AND THE IDAHO DEPARTMENT OF TRANSPORTATION.
4. SS-20-06 - Approval of final plat for Linden Court Condominiums.
5. SS-21-06 - Approval of final plat for Bosanko Plaza.

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

COUNCIL ANNOUNCEMENTS:

2006 REGIONAL GOVERNMENT OFFICIAL: Councilman Kennedy congratulated Mayor Bloem for being selected as the Regional Government Official of the year for 2006.

POND MAINTENANCE AND PARK MAINTENANCE AGREEMENTS FOR RIVERSTONE: Motion by Hassell, seconded by Edinger to direct staff to prepare a pond maintenance and park maintenance agreement with Riverstone West. Motion carried.

SETTING OF PUBLIC HEARING - LAND EXCHANGE AT WINTON PARK: Motion by Hassell, seconded by Edinger to set a public hearing for February 6, 2007 to consider a land exchange between the City and John Beutler and Associates and that all

costs associated with the trade are to be borne by John Beutler and Associates and that the City Council will consider any value to the public in lieu of the trade. Motion carried.

CONFLICTING USE OF BMX TRACK: Motion by Hassell, seconded by Reid to direct staff to prepare an ordinance that would prohibit the use of remote control vehicles in Cherry Hill Park and, in particular, the BMX track area. Motion carried with Goodlander voting no.

RESOLUTION 07-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SERVICES AGREEMENT FOR THE CREATION AND INSTALLATION OF EXTERIOR PUBLIC ART FOR THE NEW COEUR D'ALENE PUBLIC LIBRARY, WITH MARK STASZ, WHOSE ADDRESS IS P.O. BOX 424, BELLEVUE, IDAHO 83313.

STAFF REPORT: Steven Anthony, Arts Commission Liaison, presented the artwork recommended by the Arts Commission for placement at the new Library site. Renata McLeod, Library Project Coordinator, reviewed the process by which the artwork was selected. In response to Councilman Edinger's question, Steve Anthony responded that it is anticipated that the fountain would be completed by the time of the Library's grand opening.

Motion by Goodlander, seconded by Reid to adopt Resolution 07-003.

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

ORDINANCE NO. 3280 COUNCIL BILL NO. 07-1000

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.30.010 TO ADOPT A REVISED BIKEWAYS PLAN AND TO ALLOW FOR FUTURE REVISIONS TO THE BIKEWAYS PLAN TO BE APPROVED BY RESOLUTION OF THE CITY COUNCIL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Reid, seconded by Goodlander to pass the first reading of Council Bill No. 07-1000.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 07-1000 by its having had one reading by title only.

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

RESOLUTION 07-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING TROY TYMESEN, FINANCE DIRECTOR, TO ACCEPT THE LOWEST RESPONSIBLE QUOTE FOR SOILS REMOVAL FROM THE KROC CENTER SITE AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR SOILS REMOVAL WITH THE SELECTED CONTRACTOR.

Motion by Hassell, seconded by Goodlander to adopt Resolution 07-004.

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

RESOLUTION 07-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF AGREEMENT FOR THE TEMPORARY USE OF CITY OWNED PROPERTY LOCATED SOUTH OF CITY HALL, WITH SHELTER ASSOCIATES, INC., ITS PRINCIPAL PLACE OF BUSINESS AT 104 E. POPLAR AVENUE, COEUR D' ALENE, IDAHO 83814-3450 .

Motion by Edinger, seconded by McEvers to adopt Resolution 07-005.

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

KENNEDY: Asked Chief Carpenter to model the new police uniforms.

EXECUTIVE SESSION: Motion by Reid, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency.

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

The Council entered into Executive Session at 6:50 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of property acquisition.

No action was taken and the Council returned to regular session as 7:30 p.m.

ADJOURNMENT: Motion by Goodlander, seconded by Hassell that, there being no further business, the meeting adjourn. Motion carried.

The meeting adjourned at 7:32 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 07-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT WITH G.D. LONGWELL-ARCHITECTS, PLLC, FOR THE FIRE STATION NO. 2 REMODEL PROJECT.

WHEREAS, the City of Coeur d'Alene pursuant to Resolution No. 06-009 entered into a contract dated the 7th day of February, 2006 with G.D. Longwell-Architects, PLLC, for the Fire Station No. 2 remodel project pursuant to advertised bidding specifications; and

WHEREAS, it has been determined that modification is necessary, the Fire Department has requested that the City of Coeur d'Alene approve Change Order #1 at an additional cost of \$29,000.00, a copy of which change order is attached hereto marked Exhibit "1" and by reference made a part hereof, and

WHEREAS, the City Council deems it to be in the best interests of the City of Coeur d'Alene and the citizens thereof to approve such change order; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and City Council of the City of Coeur d'Alene hereby agree to the requested Change Order #1 in the scope of the original specifications and contract with G.D. Longwell-Architects, PLLC, as set forth above, a copy of which Change Order #1 is attached hereto as Exhibit "1" and by reference made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change order on behalf of the city of Coeur d'Alene.

DATED this 16th day of January, 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 HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: January 3, 2007

From: Kenny Gabriel, Fire Chief

Re: Change Order #1

DECISION POINT: Should Mayor and Council approve Change Order #1 for G.D. Longwell for Architectural Services on the Fire Station #2/Training Facility project?

HISTORY: The Fire Department has received a change order request from Longwell and Associates for Architectural services on the Station #2 project. The change is for an expansion of the storage building and a larger scale remodel of the actual station. The funds requested are appropriate and still within original budget.

FINANCIAL ANALYSIS: The request is for \$29,000. Again, this amount is within original estimated cost and will be covered by General Obligation fund dollars.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve Change Order #1 for Station #2 Project.

December 30, 2006

g. d. longwell - architects, pllc

architecture - planning - interior design

The Fairways Professional Center

East 1677 Miles Avenue, Suite 100

Hayden Lake, Idaho 83835

Ph. (208) 772-0503 Fax (208) 772-6705



City of Coeur d' Alene Fire Department
Kenny Gabriel, Fire Chief
320 Foster Avenue
Coeur d' Alene, Idaho 83814

**RE: Change Order for Architectural and Engineering Services for
Change in Scope for
Coeur d' Alene Fire Training Facility and
Addition and Remodel to Fire Station 2**

Dear Sirs,

As we have discussed in several of our meetings the project scope for the projects listed above have increased and grown in size. The following letter is our Change Order for fee increase for additional architectural and engineering services due to the changes in scope. The following outlines the changes that were made and our fee for the changes.

The contract for the Training Facility did not include architectural, mechanical, plumbing or electrical design for the Apparatus storage and exercise room that was planned to be a pole building. At the signing of our contract the pole building was going to be used as a storage facility only and did not require any drawings by the design team. The intent for this building was for all drawings to be prepared by the manufacturer. As the project has progressed the scope of the pole building has grown from 30' x 60' in size to 60' x 80'. In addition, the program for the building now includes a two story bay on the north end of the building with an exercise room and restrooms on the main floor, a mat room/conference room on the second floor and three bays for vehicle storage. The structural engineering for the building will be provided by the pole-building supplier. The design team is now providing architectural floor plans, elevations, building sections, interior elevations, code review, details, mechanical plans, plumbing plans and electrical plans.

For the Addition and Remodel to Fire Station 2 the scope has been increased to include a second floor that includes sleeping rooms and restrooms for an additional 1100 SF of floor area. The contract did not include the sleeping rooms and restrooms or a second floor. We will incur additional costs with additional architectural, mechanical, electrical and structural drawings to complete these projects with the changes in scope that have occurred.

The following is our requested fee increase for the change in scope outlined above.

Training Center (Pole-building):	\$18,000.00
Addition and Remodel to Fire Station 2:	\$11,000.00

We respectfully request that this change order be added our contract dated February 7, 2006 for the fees noted above.

City of Coeur d' Alene

g. d. longwell – architects, pllc

Sandy Bloem, Mayor

Cory Trapp
Cory Trapp, Partner

Date

12/30/06
Date

Attest:

Susan K. Weathers, City Clerk

Date

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 8 January 2007
FROM: Jim Markley, Water Superintendent
SUBJECT: Quit Claim of road easement request

ACTION REQUIRED: Staff requests reversion of the unused road easement originally intended to provide access to Armstrong Park (shown on the attached drawing).

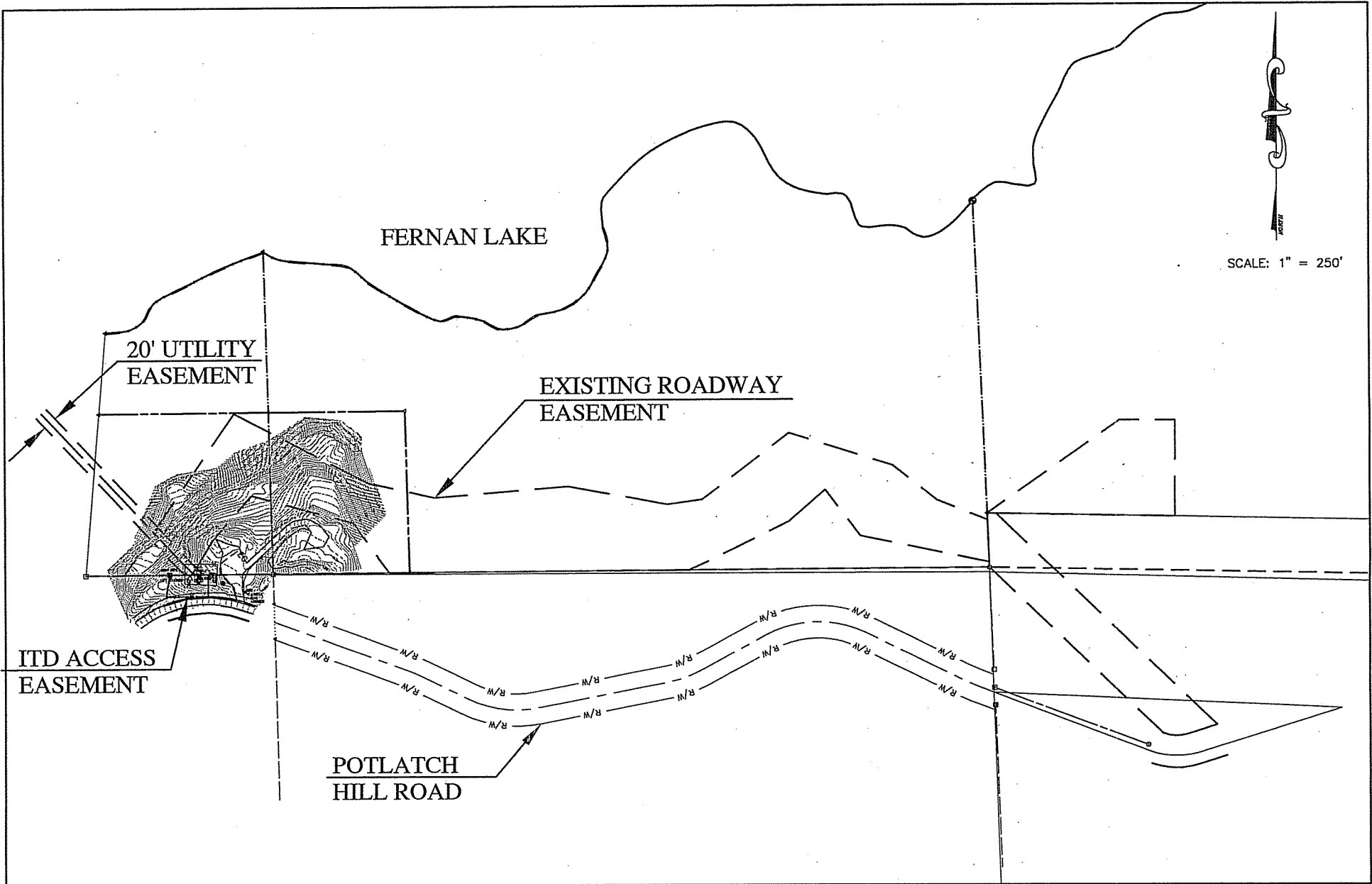
BACKGROUND: During the preliminary design of the Armstrong Park subdivision the developer acquired an alternate easement for the access road from Forrest Watson. He later acquired and used an easement he received from Ralph Tate. The Watson road easement has never been used for road purposes. Control of the easement came to the City as part of the Armstrong Park water system acquisition. Pat Acuff, the successor in interest of the Watson property has requested that the City return the easement to the original parcel.

DISCUSSION: The City has no current or anticipated need for this easement.

FISCAL ANALYSIS: The applicant will be required to pay all recordation fees. This request will have no fiscal impact on the City.

RECOMMENDATION: Staff requests direction to the Legal Department to prepare appropriate documents quit claiming the City's interest in this easement.

N:\CAD Projects\11354\dwg\11354P.L02.dwg, 12/21/2006 11:21:12 AM, sandra, 1:1



WELCH COMER
 & ASSOCIATES, INC.

ENGINEERS & SURVEYORS

1626 Lincoln Way, Coeur d'Alene, Idaho 83814
 Phone (208) 664-9382 Fax (208) 664-5946
 P.O. Box 861, Liberty Lake, WA 99019
 Phone (509) 255-6000 Fax (509) 255-6009

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LINE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT NO.: 11354
 DESIGNED BY: PFB
 DRAWN BY: SDS
 CHECKED BY:

**EXISTING EASEMENTS
 FERNAN LAKE PRESERVATION**

DWG NAME:

11354P.L02.DWG

DATE:

12-21-06

SHEET NO:

RESOLUTION NO. 07-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AGREEMENTS FOR PARK AND POND OPERATION AND MAINTENANCE WITH RIVERSTONE WEST, ITS PRINCIPAL PLACE OF BUSINESS AT 104 SOUTH DIVISION STREET, SPOKANE, WA. 99204.

WHEREAS, the Parks and Recreation Commission of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into Agreements with Riverstone West for Park and Pond Operation and Maintenance pursuant to the terms and conditions set forth in the agreements, in substantially the forms attached hereto as Exhibits "1 and 2" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Agreements for Park and Pond Operation and Maintenance, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements to the extent the substantive provisions of the agreements remain intact.

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

DATED this 16th day of January, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PARK OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and dated this 16th day of January, 2007, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and the **Coeur d'Alene Parks Foundation**, a not for profit corporation organized pursuant to the laws of the State of Idaho, with its address at 221 Ironwood Drive, #D, PMD 124, Coeur d'Alene, Idaho 83814, hereinafter termed the "Foundation", and **Riverstone West, LLC**, a limited liability company organized pursuant to the laws of the State of Idaho, with its address at 104 South Division Street, Spokane, Washington 99204, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, the Developer, as part of a planned development known as "Riverstone West", has agreed to deed certain real property (hereinafter the "Property") to the Foundation for the development of a public park. The legal description of the property is attached to this agreement as **Exhibit "A"**, which by this reference is incorporated herein; and

WHEREAS, as a condition of the City and Foundation agreeing to accept the property as a public park, Developer has agreed to enter into an operation and maintenance agreement providing for the operation and maintenance of the park for a period not to exceed three (3) years; and

WHEREAS, the City, Foundation and the Developer and its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of City require that the park be maintained in a safe and healthful manner.

NOW, THEREFORE, for and in consideration of the City and Foundation allowing a park to be developed on the property, the Developer does hereby covenant and agree with the City and Foundation that the park shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions hereinafter set forth;

ARTICLE I. DEVELOPMENT AND TRANSFER OF THE PROPERTY

- 1.1 Development of the Property: Developer will develop a park of approximately five (5) acres (including a parking lot of sufficient size to meet all City requirements) as depicted on the attached park development plan, which is incorporated into this agreement as **Exhibit "B"**. Any changes to the park development plan must be approved by the City and Foundation in writing before the changes are implemented or built.
- 1.2 Distinguishing Private and Public Property: While developing the park, Developer will implement design elements such as, landscape buffers and variation, decorative fencing, grade changes, parking lot locations, walking paths and signage that will clearly distinguish the surrounding private property from the public park property. All design elements must be

acceptable to the City and Foundation. In addition, that distinction will be clearly defined by on all site maps.

- 1.3 Transfer of the Property: Upon substantial completion of the park, as jointly determined by the parties, Developer will deed the lot to the Foundation, via warranty deed in a form acceptable to the Foundation and the City to be held in trust for the City.

ARTICLE II. MAINTENANCE OF THE PARK

- 2.1 Funding of Park Maintenance: In order to allow the City time to budget sufficient funds to permanently operate and maintain the park, the Developer has agreed to fund the operation and maintenance of the park for the initial three (3) years following completion of the park. The parties anticipate that the annual operation and maintenance costs for the park during this three (3) year period will be approximately Twenty Nine Thousand Dollars (\$29,000).
- 2.2 First Payment Due: The initial payment from the Developer in the amount of Twenty Nine Thousand Dollars (\$29,000) will be due to the City within thirty (30) days after the park is completed and open for use. A late charge of 10% will be added to the amount above if payment to the City is not made within the 30 day period.
- 2.3 Remaining Payments: The amount of the second and third payment will be based on the actual cost to the City to operate and maintain the park during the prior year. Payment will be due to the City within 30 days after the City mails a bill to the Developer, via first class mail to the Developer at the address shown above, containing a summary of the previous year's operation and maintenance costs and the amount due from the Developer for the next payment. A late charge of 10% will be added to the amount due if not received by the City within the 30 day period.
- 2.4 Maintenance Equipment: Developer further agrees to provide the City with sweeper equipment i.e., Tennant Sweeper Model 6600, for care of the pathways and trails in and around the park and adjacent pond. The City may use this equipment anywhere with the City Parks System, but will sweep the perimeter trail of the park, as time and staffing allows.
- 2.5 Water Fowl: The City of Coeur d'Alene Parks Department will make a reasonable effort to keep the park clean of water fowl droppings, but shall have no responsibility or liability under this agreement for failing to eliminate water fowl droppings in the park. However, the parties agree that in designing the park and adjacent pond, the parties attempted to minimize the attractiveness of the pond and park to the water fowl by installing integrated edging treatments, moving water features and other plantings that discourage water fowl habitation. Further, human activities that geese find unwelcoming were emphasized in the design of the area surrounding the pond.

ARTICLE III. MISCELLANEOUS

3.1. Developer to Hold the City Harmless: The Developer agrees it will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Developer's development of the property as contemplated in this agreement. Developer further agrees to either accept tender of defense from the City or pay City's legal costs, including reasonable attorney fees in the event this agreement is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

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

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

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

3.5. Compliance with Applicable Laws: The Developer agrees to comply with all applicable laws. The parties agree this agreement is not intended to replace any other requirement of City code.

3.6. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

3.7. Developer's Reimbursement for Document Preparation: The Parties agree that the City has utilized substantial staff time to prepare of this agreement, which will benefit the Developer. As such, the Developer will reimburse the City, in the amount of Five Hundred and No/100 Dollars (\$500.00), for preparing this document.

3.8. Jurisdiction; Choice of Law: Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

3.9. Attorney Fees: If any action shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

3.10. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

3.11. No Conveyance of Agreement: Developer covenants and agrees that it will not convey, transfer, assign, lease, or otherwise release or relinquish its interest in this agreement, in whole or in part.

3.12. No Waiver of Breach. In the event of a breach of any term of this agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

3.13. Amendments. This agreement may be amended, revised or modified only by a written document signed by the parties.

3.14. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. The parties further agree that this agreement shall not be amended by a change in any law.

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

CITY OF COEUR D'ALENE

RIVERSTONE WEST, LLC

By: _____
Sandi Bloem, Mayor

By: _____
_____, _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of January, 2007, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2007, before me, a Notary Public, personally appeared _____, known to me to be the _____ of **Riverstone West, LLC.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Client: Riverstone West, LLC
Description: Park Lot
Date: January 2, 2007

A tract of land being a portion of Lot 1, Block 2 of Riverstone West (recorded in Book J of Plats at Page 339, records of Kootenai County, Idaho), situated in the East ½ of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Southwest Corner of said Lot 1; thence along the southerly line of said Lot 1 South 56°46'12" East a distance of 364.17 feet to a point, said point being the REAL POINT OF BEGINNING;

thence leaving said southerly line North 33°13'48" East a distance of 411.44 feet;
thence North 16°15'42" East a distance of 152.86 feet;
thence North 00°03'51" East a distance of 51.38 feet;
thence South 90°00'00" East a distance of 30.00 feet;
thence South 00°03'51" West a distance of 55.68 feet;
thence South 16°15'42" West a distance of 155.26 feet;
thence South 77°18'18" East a distance of 119.44 feet;
thence South 27°18'16" East a distance of 67.11 feet;
thence South 16°11'12" West a distance of 65.53 feet;
thence South 40°23'54" East a distance of 33.89 feet;
thence South 06°34'47" West a distance of 42.96 feet;
thence South 52°26'43" West a distance of 42.17 feet;
thence South 00°21'03" West a distance of 50.35 feet;
thence South 24°16'25" West a distance of 83.71 feet;
thence South 19°14'51" East a distance of 62.69 feet;
thence South 49°32'48" East a distance of 74.87 feet;
thence South 66°39'04" East a distance of 26.77 feet;
thence North 87°23'54" East a distance of 73.81 feet;
thence North 71°52'02" East a distance of 34.09 feet;
thence North 52°26'24" East a distance of 36.64 feet;
thence North 34°49'58" East a distance of 31.29 feet;
thence North 63°02'30" East a distance of 35.72 feet;
thence North 77°28'30" East a distance of 30.90 feet;
thence South 64°18'05" East a distance of 68.84 feet;
thence South 07°36'02" East a distance of 50.62 feet;
thence South 26°18'07" East a distance of 29.06 feet;
thence South 34°30'46" East a distance of 41.51 feet;
thence South 31°30'41" West a distance of 229.06 feet to a point on the southerly line of said Lot 1;
thence along said southerly line North 57°57'45" West a distance of 606.02 feet;
thence continuing along said southerly line North 56°46'12" West a distance of 145.44 feet to the REAL POINT OF BEGINNING.

Comprising 4.87 acres, more or less, subject to all existing easements and rights-of-way of record or appearing on said tract.

The Park

at *Riverstone*
Coeur d' Alene, Idaho

Prepared for:
SRM Development and Riverstone
Coeur d' Alene, Idaho

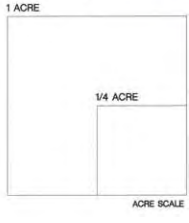
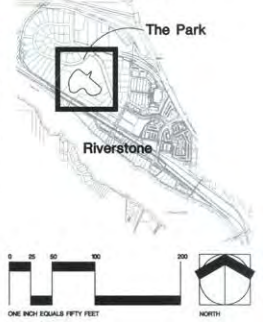
Prepared by:



and



Location Map



ACRE SCALE

POND OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and dated this 2nd day of January, 2007, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and the **Coeur d'Alene Parks Foundation**, a not for profit corporation organized pursuant to the laws of the State of Idaho, with its address at 221 Ironwood Drive, #D, PMD 124, Coeur d'Alene, Idaho 83814, hereinafter termed the "Foundation", and **Riverstone West, LLC**, a limited liability company organized pursuant to the laws of the State of Idaho, with its address at 104 South Division Street, Spokane, Washington 99204, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, the Developer, as part of a planned development known as "Riverstone West", has agreed to deed certain real property (hereinafter the "Property") to the Foundation to be held in trust for the City. The legal description of the property is attached to this agreement as **Exhibit "A"**, which by this reference is incorporated herein; and

WHEREAS, the City and Foundation has agreed that the Developer may construct and maintain a pond for aesthetic, limited recreational and irrigation purposes on the property subject to certain conditions; and

WHEREAS, as a condition of the City and Foundation agreeing to the construction and maintenance of a pond on the property, the Developer was required to enter into an operation and maintenance agreement providing for the continued operation and maintenance of the pond; and

WHEREAS, the City, Foundation and the Developer and its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of City require that the pond be maintained in a safe and healthful manner.

NOW, THEREFORE, for and in consideration of the City and Foundation allowing a pond to be developed on the property, the Developer does hereby covenant and agree with the City and Foundation that the pond shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions hereinafter set forth;

ARTICLE I: DEVELOPMENT AND TRANSFER OF THE PROPERTY

1.1. Development and Transfer of the Property: Developer will develop a pond of approximately 5.87 acres, on the Property as contemplated herein. The pond will be approximately 25 feet deep and used solely for aesthetic, limited recreational activities and irrigation for the abutting City Park and for the Riverstone West development. Upon substantial completion of the pond, as jointly determined by the parties, Developer will deed the lot to the

Foundation, via warranty deed in a form acceptable to the Foundation and the City, to be held in trust for the City.

1.2. Pond Easement: Developer will retain an easement over the lot for the purposes of maintaining the pond on the lot subject to the conditions contained in this agreement. The form of the Easement must be reviewed and approved by the City.

1.3. Creation of an Owner's Association: Developer intends to sell the lots within the Riverstone West development, and transfer the obligations under this Agreement to the purchasers of property in Riverstone West. As such, Developer shall lawfully establish a homeowner/property owner's association, which cannot dissolve without the express written consent of the City. The Conditions, Covenants and Restrictions (CC&Rs) of the owner's association must require and obligate the owner's association to fulfill the obligations of the Developer under this Agreement. Developer must submit the proposed CC&Rs to the City for review and approval.

1.4. Interest of the Foundation in this Agreement: The Foundation will remain a party to this Agreement until such time as the Property is transferred by the Foundation to the City. At that point the Foundation will no longer have any interest in this Agreement.

ARTICLE II: WATER RIGHTS AND QUALITY

2.1. Pond Water Quality: Developer will operate the pond, including the liner, aeration and circulation system and all other features so that the water quality in the pond meets or exceeds the following standards for water quality and insect, odor and algae control:

2.1.1. Pond Water Quality Standards: Water quality must be kept equal to or better than Spokane River Source by use of a Secchi Disk visible at no less than three (3) meters.

2.2. Stormwater Runoff into the Pond: Developer will develop and maintain, for the life of this agreement, the surrounding landscape and hardscape surfaces so there will be no run-off of storm water into the pond.

2.3. Water Quality Testing: Developer will test the pond water quality three (3) times annually with at least one (1) test occurring during mid-May, mid-August and mid-October. All test results shall be immediately submitted to the City and to the Foundation (until such time as the Foundation transfers the Property to the City). The use of a Secchi Disk visible at no less than three (3) meters will establish the quality standard. If any test result shows that the water quality in the pond has fallen below the standards enumerated at section 2.1.1, Developer will immediately take all necessary steps to bring the water quality back into compliance with the above standards and retest the water.

2.4. Spokane River Water Quality: Developer will design and operate the pond in a manner that ensures that there will be no discharge of pond water into the Spokane River.

2.5. Water Rights: Developer will be solely responsible for acquiring, and maintaining, for the life of this agreement, sufficient water rights to fill and operate the pond for the uses contemplated in this agreement including irrigating the entire Riverstone West development and the public park property. Developer is also responsible for compliance with all requirements of the Idaho Department of Water Resources.

ARTICLE III. POND OPERATION AND MAINTENANCE

3.1. Ownership of Pond and Irrigation Equipment: Developer will own the pond, liner and all mechanical apparatus and equipment associated with the pond

3.2. Maintenance of Pond and Irrigation Equipment: Developer will also be responsible for operating and maintaining the pond equipment and any expenses that may be necessary to maintain the pond and all mechanical equipment in good working order, including utility costs, for so long as this agreement remains in place. This equipment includes the supply equipment necessary for irrigation, including, but not limited to, the pumps, filters, piping, and electrical equipment needed to irrigate the development and park as contemplated in Article 2, Section 5 and Article 4. The City will be responsible for maintaining the sprinkler system distribution system throughout the park.

3.2.1. Operation and Maintenance Plan and Inspections: Within 30 days of construction completion the Developer will submit to the City for review and approval an Operation and Maintenance Plan for the pond and all related facilities. Developer shall operate, maintain, repair, and, if necessary, reconstruct the pond in accordance with the Operation and Maintenance Plan. In addition, the Developer will inspect the pond and all facilities no later than May 15th of each year and submit the inspection report to the City. Developer will repair, replace or otherwise correct any deficiency noted in the inspection report within thirty (30) days of the inspection.

3.2.2 Leak Detection: Any leak in the pond liner is to be reported to the City immediately upon detection. Irrigation and evaporation gallonage must balance.

3.3. Removal of Debris: Developer will timely remove and appropriately dispose of any and all debris or litter that might fall or be thrown into the pond. In no event will the Developer allow visible debris or litter to remain in the pond longer than 48 hours.

3.4. Pond Fountain Operation: The pond will be designed to contain fountains that are critical to the aeration of the water and maintenance of water quality in the pond, which can be affected by warm temperatures. As such, Developer must begin operating the fountains between April 1st and May 1st of each year as determined by the City based on the climate. Developer must continue to operate the fountains until October 31st of each year unless the parties mutually agree

to an earlier date for shutting down the fountains. During the operational season, the fountains must be in operation each day between the hours of 11:00 am and 10:00 pm.

ARTICLE IV: USES OF THE POND

- 4.1. Remote Control Boats: The pond can be used for small remote control boats not capable of transporting people.
- 4.2. Canoes, Rafts and Other Floating Devices: Canoes, rafts and other floating devices may be allowed with the mutual written agreement of the parties.
- 4.3. Irrigation Uses: The pond will be used for irrigation purposes for the Riverstone West development and the adjacent public park. There will be no charge of any kind to the City for using the pond water for irrigation of the park.
- 4.4. Other Uses: Any uses not specifically allowed under this agreement are prohibited unless otherwise agreed by the parties in writing.

ARTICLE V: ENCROACHMENT ONTO THE PROPERTY

- 5.1. Encroachments by Developer onto the Property or Pond: Developer anticipates that the future owners of the lots abutting the Property and pond may wish to build decks or other encroachments onto the pond property. Each encroachment must be individually approved by the City Council after a recommendation by the Parks and Recreation Commission.

ARTICLE VI: PENALTIES FOR BREACH

- 6.1. Failure to Maintain or Repair Facility or Other Violation: If the Developer fails to maintain or repair the pond and related facilities as set forth herein, or otherwise violates this Agreement, the city may order the Developer to undertake the necessary repair or maintenance or to correct such violation. If the Developer fails to comply with such order within thirty (30) days from the date thereof, the Developer shall be considered in violation of this agreement and the City, in its sole discretion may elect to terminate the pond easement and/or take whatever steps necessary to place the pond or related facility in proper working condition and to charge the costs of such repairs, including administrative costs and a five percent (5%) penalty, to the Developer and/or the owner's association. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. If, the City elects to terminate the easement, the Developer agrees to remove the pond and all related facilities from the Property and to restore irrigation service to the adjacent public park within sixty (60) days

from the date the City notifies the Developer that the easement has been terminated. If the Developer fails to remove the pond and related facilities or restore the irrigation system, the City may elect to do the work and charge the costs of the work to the Developer along with all administrative costs and a twenty-five percent (25%) penalty to the Developer.

6.2. Other Remedies: The City shall have the right to bring an action and recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate. The remedies provided by this Article are cumulative; and are in addition to any other remedies provided by law.

6.3. Attorney Fees: If any action shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or to regain the Property from the Developer, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

ARTICLE VII. MISCELLANEOUS

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

10.2. Public Liability Insurance: Developer covenants and agrees to procure and maintain at Developer's expense throughout the continuance of this Agreement, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City. Such insurance may not be cancelled or modified without at least thirty (30) days advance written notice to the City, who shall, at its option, be named as an additional insured. Evidence of such insurance shall be furnished to City upon request.

10.3. Time is of the Essence: Time is of the essence in this Agreement.

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

10.5. Recordation: The Developer further agrees this Agreement shall be recorded by the City.

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

10.7. Compliance with Applicable Laws: The Developer agrees to comply with all applicable laws. The parties agree this Agreement is not intended to replace any other requirement of City code.

10.8. Covenants Run With Land: The covenants herein contained to be performed by the Developer shall be binding upon the Developer and Developer's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.

10.9. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This section anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

10.10. Developer's Reimbursement for Document Preparation: The Parties agree that the City has utilized substantial staff time to prepare of this agreement, which will benefit the Developer. As such, the Developer will reimburse the City, in the amount of One Thousand and No/100 Dollars (\$1,000.00), for preparing this document.

10.11. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

10.12. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10.13. No Conveyance of Agreement: Developer covenants and agrees that it will not convey, transfer, assign, lease, or otherwise release or relinquish its interest in this agreement, in whole or in part, unless and until the City and Foundation, if still a party to this agreement, approve of the transfer and the transferee enters into an agreement with the City and Foundation, if still party to this agreement, unless the proposed transferee has entered into a agreement with the City containing substantially the same terms and conditions as this Agreement.

10.14. No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

10.15. Amendments. This Agreement may be amended, revised or modified only by a written document signed by the parties.

10.16. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full

force and effect. The parties further agree that this Agreement shall not be amended by a change in any law.

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

CITY OF COEUR D'ALENE

RIVERSTONE WEST, LLC

By: _____
Sandi Bloem, Mayor

By: _____
_____, _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16th day of January, 2007, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2007 before me, a Notary Public, personally appeared _____, known to me to be the _____ of **Riverstone West, LLC.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

Client: Riverstone West, LLC
Description: Pond Lot
Date: January 2, 2007

A tract of land being a portion of Lot 1, Block 2 of Riverstone West (recorded in Book J of Plats at Page 339, records of Kootenai County, Idaho), situated in the East ½ of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

Commencing at the Southwest Corner of said Lot 1; thence along the southerly line of said Lot 1 South 56°46'12" East a distance of 509.61 feet; thence continuing along said southerly line South 57°57'45" East a distance of 606.02 feet; thence leaving said southerly line North 31°30'41" East a distance of 229.06 feet to a point, said point being the REAL POINT OF BEGINNING;

thence South 75°25'46" East a distance of 85.46 feet;
thence North 88°24'09" East a distance of 101.72 feet;
thence North 57°29'41" East a distance of 51.84 feet;
thence North 35°55'54" East a distance of 110.72 feet;
thence North 19°01'08" West a distance of 130.45 feet;
thence North 53°09'33" West a distance of 71.88 feet;
thence North 45°37'39" West a distance of 44.39 feet;
thence North 23°43'08" West a distance of 18.22 feet;
thence North 45°00'32" West a distance of 79.36 feet;
thence North 31°59'31" West a distance of 75.78 feet;
thence North 73°15'47" West a distance of 73.04 feet;
thence North 25°58'46" East a distance of 16.90 feet;
thence North 25°08'13" West a distance of 17.98 feet;
thence North 48°28'18" West a distance of 40.43 feet;
thence North 55°32'50" West a distance of 28.98 feet;
thence North 62°21'41" West a distance of 49.11 feet;
thence North 52°22'38" West a distance of 55.10 feet;
thence South 86°55'13" West a distance of 49.32 feet;
thence South 82°40'33" West a distance of 53.17 feet;
thence South 56°32'26" West a distance of 53.74 feet;
thence South 42°00'58" West a distance of 93.31 feet;
thence South 27°18'16" East a distance of 21.92 feet;
thence South 16°11'12" West a distance of 65.53 feet;
thence South 40°23'54" East a distance of 33.89 feet;
thence South 06°34'47" West a distance of 42.96 feet;
thence South 52°26'43" West a distance of 42.17 feet;
thence South 00°21'03" West a distance of 50.35 feet;
thence South 24°16'25" West a distance of 83.71 feet;
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thence South 49°32'48" East a distance of 74.87 feet;
thence South 66°39'04" East a distance of 26.77 feet;
thence North 87°23'54" East a distance of 73.81 feet;
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thence North 34°49'58" East a distance of 31.29 feet;
thence North 63°02'30" East a distance of 35.72 feet;

thence North 77°28'30" East a distance of 30.90 feet;
thence South 64°18'05" East a distance of 68.84 feet;
thence South 07°36'02" East a distance of 50.62 feet;
thence South 26°18'07" East a distance of 29.06 feet;
thence South 34°30'46" East a distance of 41.51 feet to the REAL POINT OF BEGINNING.

Comprising 6.13 acres, more or less, subject to all existing easements and rights-of-way of record or appearing on said tract.

DATE: JANUARY 10, 2007
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: FEBRUARY 20, 2007

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-1-07	Applicant: Beehive Homes Location: 2100 Sherman Avenue Request: Zone change from R-17 (Residential at 17 units/acre) to C-17L (Commercial Limited at 17 units/acre)	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **February 20, 2007.**

JS:ss

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: January 10, 2007

From: Kenny Gabriel, Fire Chief

Re: Training Tower Bid

DECISION POINT: Will the City Council authorize the Coeur d'Alene Fire Department to negotiate with our general contractor, Ginno Construction, for the construction of the training tower?

HISTORY: The City went to bid this winter for the facilities authorized by the General Obligation Bond at Station #2. Those facilities include three aspects: (1) the remodel of the station, (2) the facility which supports the training tower, and (3) the training tower. Ginno Construction was accepted as the lowest responsible bidder for the first two aspects of the project, but we rejected the bid for the training tower as it exceeded our budgeted amount. We then re-bid for the construction of the training tower and received no bids. We ask now for authorization to negotiate with Ginno Construction for the construction of the training tower. Ginno has expressed an interest in performing the work, and we believe we will come to a satisfactory agreement.

FINANCIAL ANALYSIS: We are confident we can negotiate the cost of construction of the training tower to our satisfaction and within our budget.

DECISION POINT/RECOMMENDATION: Since no bids were received, authorize the Coeur d'Alene Fire Department to negotiate with the general contractor for the construction of the training tower.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

January 8, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Chris Bates, Project Manager
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Jim Markley, Water Superintendent

CITIZENS PRESENT

Pat Acuff, Item #2
Jim Elder, Item #2
Wade Jacklin, Item #1

Item 1 Vacation of Existing, and Replacement with New, Emergency Access Easement in the Graystone Subdivision

Chris Bates, Project Manager, presented a request from Wade P. Jacklin, applicant and representative for the owners of Lot 8, Block 1, for the vacation and relocation of the emergency access easement adjoining the southerly boundary of their property in the Graystone subdivision. Mr. Bates explained in his staff report that the current easement contains a utility transformer, phone boxes, and large trees which drastically limit its effectiveness. The proposed new easement would be more effective, clear of obstacles and centered on the common property line for Lots 8 and 9. Mr. Bates suggested that the City could allow for vacation of the easement without providing for a new easement since the fire code indicates that if there are more than 30 units, two access points are required. Two access points would not be required in this instance since the property is not developed. Discussion ensued regarding the potential for the only access road into the subdivision becoming blocked due to fire or falling trees. There was also further discussion regarding the possibility that the owners of Lots 8 and 9 would put fences on their property, which would effectively block persons from using the easement in an emergency. Mr. Bates was directed to bring Fire Department staff to the subdivision so that they could determine if another easement was necessary and return with their findings to the next Public Works Committee meeting on January 22, 2007.

MOTION: NO MOTION. Staff was directed to report back to the Public Works Committee at their next meeting on January 22, 2007.

Item 2 Request to Quitclaim Right-of-Way Easement (Located on Armstrong Park Hill) to Pat Acuff

Consent Calendar

Jim Markley, Water Superintendent, presented a request from Fernan Lake Preservation, LLC, that the City quitclaim its interest in the unused road easement originally intended to provide access to Armstrong Park. Mr. Markley stated in his staff report that during the preliminary design of the Armstrong Park subdivision the developer acquired an alternate easement for the access road from Forrest Watson. He later acquired and used an easement he received from Ralph Tate. As a result, the Watson road easement has never been used for road purposes. Control of the easement came to the City as part of the Armstrong Park water system acquisition. Mr. Markley stated that there are no utilities in the easement and no city departments have expressed any objections to the request. Mr. Markley's staff report further stated that the

applicant will be required to pay all recordation fees and that the request will have no fiscal impact on the City.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 07-___ authorizing the City of Coeur d'Alene to quitclaim the City's interest in the unused Watson property easement originally intended to provide access to Armstrong Park to Fernan Lake Preservation, LLC.

Item 3 Recommendation to Enter into a Professional Services Agreement with IUG/JUB to Perform a Water Rate and Fee Study

Jim Markley, Water Superintendent, presented a request for approval of a Professional Services Agreement with Integrated Utilities Group to perform a water rate and capitalization fee study. Mr. Markley explained that the last water rate study was completed in 1999, and updates are conducted every 5 to 10 years. Four proposals were received and the applicants were interviewed. The interviewees felt that IUG, Inc. would be the best fit for the City's needs. Mr. Markley further stated that after discussing IUG's proposal in greater detail, the work tasks and cost schedule were revised, which resulted in a total project cost of \$95,000.00. Mr. Ingalls commented that the firm's partnership with JUB, and their strong emphasis on public input made them the strongest candidate.

MOTION: RECOMMEND Council approval of RESOLUTION 07-___ authorizing the City of Coeur d'Alene to enter into a Professional Services Agreement with IUG, Inc. to conduct a water rate and capitalization fee study.

The meeting adjourned at 4:37 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 8 January 2007
FROM: Jim Markley, Water Superintendent
SUBJECT: Rate study consultant selection

ACTION REQUIRED: Staff requests a recommendation to hire the Consultant firm of Integrated Utilities Group Inc (IUG) to conduct a water rate and capitalization fee study.

BACKGROUND: The last water rate study was completed in 1999. We conduct updates every 5 to 10 years. A *request for proposal* was prepared and advertised. We received four proposals. Interviews were held on December 13th and 14th. The review committee (consisting of Mike Kennedy, Jon Ingalls, Troy Tymesen, Kim Harrington, and me) was impressed with all of the interviewees but felt that IUG Inc. would be the best fit for the City's needs. Following the interviews I met with IUG and discussed their proposal in greater detail. We have polished up the work tasks and cost schedule. The revised documents will be attached to the professional services agreement. The draft agreement is included in the packet. The project is scheduled for completion in mid September.

FISCAL ANALYSIS: This project is identified and funded in the current fiscal plan. The total project cost is \$95,000.

RECOMMENDATION: Staff requests a recommendation to Council to hire Integrated Utilities Group to perform a water rate and capitalization fee study.

RESOLUTION NO. 07-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR A WATER RATE AND CAPITALIZATION FEE STUDY WITH INTEGRATED UTILITIES GROUP, INC.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an agreement with Integrated Utilities Group, Inc, for a Water Rate and Capitalization Fee Study 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 an agreement for a Water Rate and Capitalization Fee Study, 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 16th day of January, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

INTEGRATED UTILITIES GROUP, INC.

for

WATER RATE AND CAPITALIZATION FEE STUDY

THIS AGREEMENT, made and entered into this 16th day of January, 2007, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **INTEGRATED UTILITIES GROUP, INC.**, in the state of Colorado, with its principal place of business at 4725 South Monaco Street, Suite 340, Denver, Colorado 80237, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

A. The term "City" means the *City of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814*.

B. The term "Consultant" means the *Integrated Utilities Group, Inc., 4725 South Monaco Street, Suite 340, Denver, CO 80237*.

C. The term "Mayor" means the mayor of the City of Coeur d'Alene or an authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

A. The Consultant shall perform the services as defined in the Rate Study Proposal – Sections 2 & 4 as revised and attached hereto as **Exhibit "A"** and incorporated herein by reference.

B. Area Covered: The Consultant shall perform all the necessary services provided under this agreement respecting the tasks set forth in the Request For Proposal.

Section 4. Personnel.

A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Time of Performance. The services of the Consultant shall commence upon execution of this agreement by the Mayor and shall be completed on or before September 19th, 2007. The period of performance may be extended for additional periods only by the mutual written agreement of the parties.

Section 6. Compensation.

A. Subject to the provisions of this agreement, the City shall pay the Consultant the total sum as set forth in the Rate Study Work Plan as described in *Exhibit "B"* attached hereto and incorporated herein by reference for services required by this agreement.

B. Except as otherwise provided in this agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

C. Total compensation for all services and expenses for the term of this agreement shall not exceed **Ninety Five Thousand Dollars (\$95,000.00).**

Section 7. Method and Time of Payment.

A. The City will pay to the Consultant the amount set forth in the Rate Study Work Plan in *Exhibit "B"* which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days of receipt of billings submitted to the City.

B. Final payment shall be made thirty (30) calendar days after completion of all work and approval of all work by the City. Billings shall be submitted to the City in accordance with the Rate Study Work Plan in *Exhibit "B."* Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers;

recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. The Consultant further covenants that in the performance of this agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this agreement which the City requests to be kept

confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement.

Section 17. Audits and Inspection. This agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this agreement. All actions taken by the Consultant under this agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this agreement and monitor the Consultant's compliance with this agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's negligent professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this agreement.

Section 24. Notification. Any notice under this agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this agreement, the Consultant shall furnish to the City certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

INTEGRATED UTILITIES GROUP, INC.

Sandi Bloem, Mayor

_____, _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Secretary

Section 2: Proposed Scope of Work

IUG's approach to your water rate and capitalization fee study provides practical and defensible results for the City

PHASE 1—EVALUATION OF ALTERNATIVE RATE STRUCTURES

In order to provide the City with recommendations for alternative rate structures, our team's comprehensive approach focuses on developing evaluation criteria first, followed by the identification of rate structure candidates.

Develop Alternative Rate Structures

Develop and Define Initial Lists of Criteria

Prior to the project kick-off meeting, the IUG team will provide a working list of general evaluation criteria based on our judgment and years of previous experience in evaluation studies. These initial lists will serve as the starting point in the process of developing the final evaluation criteria for the rate structures. Some examples of criteria we have used in the past are provided below.

- *Legal defensibility.* The proposed rate structure should be legally defensible if challenged.
- *Public understanding.* Customers should be able to understand the rate structure and the cost consequences of their level of consumption.
- *Public/political acceptance.* The rate structure should be one that the public officials will agree with and be willing to support, as well as one that the public will accept.
- *Affordability.* Many utilities were formed by local governments to provide a minimum level of water service to users who might not otherwise be able to afford the service.
- *Reduction of peak demand.* This criterion refers to the reduction of water demand during peak water use periods, a measure of water conservation.
- *Revenue stability.* The rate structure should minimize fluctuations in revenues due to changes in demand.

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Conduct Project Kick-Off Meeting

The first step in the rate and fee study process is to organize the project team and get it started in the right direction. Our team will conduct the project kick-off meeting with Staff, which is vital to the success of the study. In this meeting, we will work with Staff to: review the initial evaluation criteria lists prepared by the IUG team, identify key study objectives and community values, review policies and practices, refine the scope of services, identify working groups, and coordinate the project schedule.

During the meeting, we will also discuss the level of effort the staff desires for developing and evaluating alternative water rate structures.

Refine the Scope

One of the key objectives during the kick-off meeting is to review the proposed scope of services and refine it where necessary to meet the objectives of the study more precisely. Part of refining the scope is to schedule the project deliverables and to coordinate supporting tasks to meet those scheduling requirements. In doing this, the City and project team may identify certain additional project tasks while eliminating others.

Identify Key Personnel for the Technical Advisory Committee (TAC)

The concept of a TAC is an important element in our approach. We envision the TAC to include key members of the City's Water Department and the Finance Department, plus a and potentially Public Works Committee and/or City Council member.

The role of the TAC will be to serve in an important advisory role on the project team. The TAC will assist in developing the evaluation criteria and evaluating the rate structure alternatives prior to presentation before the Public Works Committee. As the project progresses over time, the TAC will continue to serve in this advisory role, providing IUG with timely feedback, suggestions, and direction where needed.

Refine Evaluation Criteria with the TAC

The initial list of criteria presented in the kick-off meeting will likely be inadequate in meeting all of the needs of the community. Here, the TAC will serve an extremely important role in working with the project team to eliminate from the initial list those criteria that are not part of the community's goals and objectives and add to the list those criteria that the TAC deems necessary for community acceptance of the final rate structure. We propose to conduct this task after the kick-off meeting via teleconference in order to save travel and time expenses.

Prepare Technical Memorandum #1 Outlining the Final Evaluation Criteria

Technical Memorandum (tech memo) #1 will summarize the final evaluation criteria derived with input from the project team and the TAC. In this first tech memo, we will describe the various evaluation criteria, the reasoning behind the inclusion on the list, and the methods that will be used in the study to measure them.

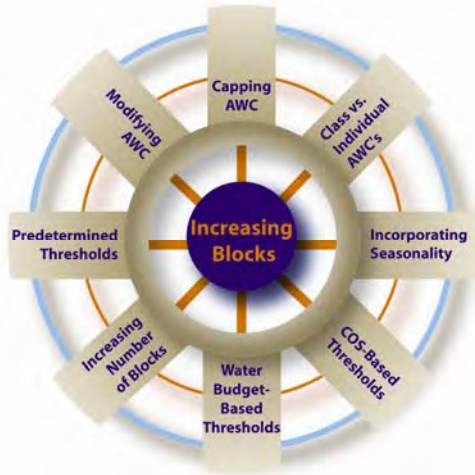
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Identify Alternative Rate Structures

Once the evaluation criteria have been developed, we will move on to the task of selecting rate structure alternatives that can meet those criteria. Our team’s approach is to search the vast number of potential alternatives for the rate structure alternatives most likely to measure up to the community’s needs. For examples of several alternatives, please see the next section on this page.

With TAC assistance, we will refine the list of alternatives from the initially large sample size down to five alternatives for evaluation purposes. The identification of alternatives depends on the selection of evaluation criteria – not the other way around. Thus, the alternatives selected for further analysis reflect the criteria developed from a process based in community input.

The first step in identifying rate structure options is to search the global range of possible rate structures for those that fit the evaluation criteria reasonably well. At the completion of this task, IUG and the TAC will provide the Public Works Committee with five potential water rate structures on which to make a recommendation to City Council.



Examples of Potential Water Rate Structures

The diagram on this page provides a few examples of typical water rate structures that encourage water conservation from the water system’s customers. The City’s current rate structure, a monthly service charge based on meter size with a uniform volume rate that differs by customer class, does not necessarily target water conservation. Therefore, introduction of any rate structure that involves a higher rate per thousand gallons (kgal) for increasing volumes of consumption (typically called an increasing or inclining block rate structure) will likely impact customer behavior.

Seasonal rate: Monthly fixed charges by customer class and meter size with an off-peak (November through March) commodity (volume) rate and a peak (April through October) commodity rate to reflect the additional costs of service and facilities during peak use periods. This is similar to pricing in the electric industry.

Specified block thresholds: Monthly fixed charges by customer class and meter size with an increasing block structure with specified block thresholds (such as 0 to 5 kgal in the first block, 6 to 20 kgal in the second block, etc.).

Increasing block rate structure with Lifeline block: Specified block threshold including a first usage block for residential customers that covers a minimal amount

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of usage at a rate less than the calculated first block commodity rate. Every residential customer benefits from this low rate for the first few kgal consumed.

Low income commodity rate: Increasing block rate structure with a first usage block at a lower rate per kgal for residential customers who qualify for a low income commodity rate. The remaining rate payers make up the revenue difference in their commodity rates.

Excess use rate structure: Monthly service charge by class and meter size with commodity rates structured as excess use. Average winter water consumption (AWC) is calculated by meter size or by account depending on class and meter size. Block thresholds are based on usage exceeding specified percentages of AWC.

Water budget-based rate: Fixed monthly charge by class and meter size to recover fixed costs; variable costs are recovered through commodity rates based on an increasing block structure. Individual customers are given an indoor water allotment based on household size or AWC with an irrigation allotment that is determined based on size of lot, landscaping, each period's evapo-transpiration rate, and other factors.

Prepare Preliminary Qualitative Evaluations of the Alternatives

The next step in the process of identifying viable water rate structure alternatives for recommendation to the Public Works Committee is to perform a qualitative analysis of the five alternatives under consideration. The qualitative analysis will provide an assessment of each alternative's fit to the non-quantitative evaluation criteria. IUG will score each of the alternatives on the ability to meet each criterion based on the specific qualitative attributes of each rate structure resulting in a raw score for each.

Present and Revise Preliminary Evaluations

Using the evaluation criteria developed previously and the raw scores developed for each alternative, IUG will lead the TAC through the process of evaluating the alternatives via teleconference.

Prepare Draft Report

We will prepare a draft memo that clearly documents the evaluation process, the rate structure alternatives considered, and the TAC's ranking of each alternative. The draft report will include a descriptive matrix showing the TAC's scoring of each criterion for each rate structure alternative. The report will be delivered to Staff for review and comments.

Present Draft Rate Structures to Public Works Committee

After discussion of the evaluations and the draft memo reporting on Phase 1, IUG will present the results to the Public Works Committee for review and selection of the alternative to be recommended to City Council.

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PHASE 2—CAPITALIZATION FEE DEVELOPMENT

Developing an appropriate and defensible methodology and updated capitalization fee for the City's water system is critical in order to support the growing needs of the City. When properly designed, a capitalization fee should be a one-time charge to new connections to the system that recovers the City's investments in its service capacity. Capitalization fees can be designed to minimize the subsidization of new growth. If such a policy is desired by a community, the fees will include two components: a reimbursement or buy-in for past investments in system capacity that remains available to serve the new connections, and a payment for planned future investments to make additional capacity available to serve new users.

The methods for calculating capitalization fees tend to fall under three general approaches:

- Buy-in-only approach
- Incremental cost approach
- A combined approach that includes both the buy-in and incremental components.

The buy-in-only approach is most appropriate in situations where new customers can be served in the existing system without significant investment in new facilities. Under the buy-in-only approach, new customers pay a proportionate share of the value of the existing facilities – hence the name “buy-in.”

The incremental cost approach is most appropriate when the existing system is at or near its maximum capacity and new customers cannot be accommodated absent significant investment in facilities. Under the incremental cost approach, new customers pay a proportionate share of the expansion-related costs of the new facilities.

In most applications, we find that the combined approach is the most appropriate because new customers tend to use capacity available in the existing facilities (buy-in) as well as new capacity that the utility must build in order to accommodate the additional units of service (incremental cost). Thus, this method might best conform with “growth pays for growth” policies.

The City's policy towards the financing of facilities for new growth is an important element in the design of defensible impact fees.

Review Existing Capitalization Fee Methodology

The IUG team will first review the City's current capitalization fee methodology and calculated fee to understand its current approach. From our experience working with the City's wastewater department, the wastewater capitalization fees are developed following the combined approach. We will verify whether or not this is true for the water department's capitalization fees.

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Prepare Tech Memo #2 Detailing the Recommended Methodology

IUG will draft tech memo #2 which will consist of a review of the current methodology and fee calculation and a recommendation of the approach to follow in Phase 2 of this study. We will also describe the steps that are needed to conduct the analysis.

Conduct Capitalization Fee Analysis

Completion of several tasks is needed to conduct a proper capitalization fee analysis. For the combined approach to determining capitalization fees, for example, the following tasks are required.

Develop Computer Model

A computer model developed in Microsoft Excel provides the City with a tool to easily present the results of the analysis and to update the capitalization fees when necessary. The model incorporates the remaining tasks in the analysis.

Value Fixed Assets

Four common methods are used when valuing the water system's existing fixed assets:

- Original cost
- Book value
- Replacement cost new (RCN)
- Replacement cost new less depreciation (RCNLD)

The IUG team will use information provided by the City to develop all four values of the water system fixed assets.

Determine Capacity Available in the Existing Water System

With the assistance of J-U-B, the capacity available in the existing system for new connections will be estimated. This step requires City Staff assistance and an organization of the water assets into functions. Some common system functions are:

- Source of Supply
- Treatment
- Transmission
- Distribution
- Storage
- Administration, etc.

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Capacity in the existing system will be represented by the number of single family residential equivalents (SFRE) that can be served. One SFRE is typically a 3/4-inch meter size.

Compile Capital Improvement Plan (CIP)

As stated in the City’s request for proposals, the City will provide the IUG team with the capital projects (capital improvement plan or CIP) and costs necessary to provide water to the Area of City Impact (ACI) boundary. J-U-B will work with the City to ensure all projects are represented in the CIP. As the City’s previous consultants, J-U-B would build on the City’s existing comprehensive water plan completed in 2000. IUG will then incorporate these projects into the capitalization fee model.

Allocate Multi-Purpose Project Costs

The CIP will need to be allocated between those projects improving the system for existing customers and those projects required to expand the system for new customers. Often a project will serve both functions and will need to be allocated between the two following one of several accepted allocation approaches. With input from IUG, J-U-B will perform this task.

Determine Capacity Provided by the CIP for New Customers

Next, J-U-B will evaluate the CIP projects, allocate these projects to system function, and estimate the capacity provided for growth. Capacity will also be represented in terms of new SFREs that can be served by the projects.

Calculate the Water Capitalization Fee

Finally, the two components of the analysis—the buy-in component and the improvement component—will be combined to calculate the recommended water capitalization fee per SFRE.

Develop Capitalization Fee Assessment Schedule

The IUG team will review the City’s current service size equivalency schedule and discuss alternative schedules for capitalization fees with City Staff. The current schedule appears to be based on an hydraulic equivalency schedule. One alternative schedule to be discussed is an actual use schedule based on the City’s actual water use data by service size.

IUG will develop the capitalization fee schedule based on the outcome of these discussions.

Prepare Draft Report with Recommendations

IUG will prepare and submit a draft report with recommendations on the water capitalization fees. The draft report will describe each task in the development of the recommended fees. We will also address the option to implement recommended rates and fees all at once or in phases and expected complications, if any, of recommended rates and fees to fit the capabilities of your current billing system.

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PHASE 3—COS CALCULATIONS AND RATE RECOMMENDATIONS

The bulk of the analysis in Phase 3 is the cost-of-service methodology. Cost of service (COS) means that the cost of providing service to one class of customers is paid by that class alone. No subsidization of one class by another is allowed in a COS analysis. Moreover, the results of such an analysis are total annual costs allocated to each class of customer.

Our scope of services in Phase 3 is divided into tasks according to the computer model we propose to create, the completion of calculating rates for the selected rate structure, and the submittal and presentation of the final report for all phases of this study.

Cost-of-Service Analysis

IUG will calculate user charges (rates) by preparing a cost-of-service model for the City in accordance with generally accepted practices as published by the American Water Works Association (AWWA). These practices consist of a number of steps to allocate total system costs to individual customer classes. The following discussion summarizes our approach.

A COS analysis typically consists of the steps listed below. The remainder of this section will discuss the steps for conducting COS analyses.

1. Establish the test year
2. Determine the test year user charge revenue requirements
3. Allocate costs to functions
4. Determine customer service characteristics
5. Allocate costs to customer groups, if necessary
6. Allocate costs to customer service characteristics
7. Distribute costs to customer classes
8. Design rates

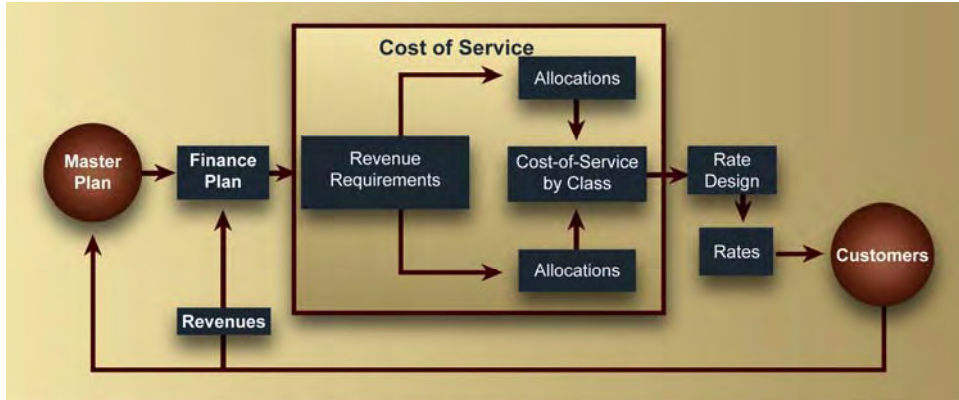
Establish the Test Year

A test year can be defined as the annualized period for which costs are to be analyzed and rates established. Generally accepted utility ratemaking practices provide that the test year for government-owned utilities can include an historical year, an historical year adjusted for known and measurable changes, or a projected year. Use of an historical test year is appropriate when a utility is in a period of normal and sustainable operations without unusually high capital costs related to infrastructure expansion (i.e. growth) or replacement. A projection of revenue requirements will more accurately capture the anticipated increases associated with the capital and

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operating costs that come with significant additions to infrastructure, making this method preferable for utilities that are experiencing rapid growth or increased capital spending for other reasons.

The test year will be established for this project in conjunction with discussions with the City’s staff after we have analyzed the appropriate growth trends, capital expenditure plans, and other factors.



Calculate Test Year Revenue Requirements

Revenue requirements are the total costs the City should attempt to recover from all available revenue sources.

Allocate Costs to Functions

The revenue requirements will be allocated to system function for the utility components which could include similar functions as identified in Phase 2, capitalization fee development. The exact functions will be discussed with Staff to capture the City’s particular characteristics. Allocating costs in this manner enhances the accuracy and equity of the cost allocations to customer classes. J-U-B will be performing the bulk of this task.

Determine Customer Service Characteristics

Each customer class has unique usage characteristics. These service requirements can be measured and, therefore, form an objective and credible basis for the allocation of costs.

The AWWA recommends two methods for cost allocation called the commodity-demand method and the base-extra capacity method. For the purposes of this study, we recommend using the base-extra capacity method, which includes the following customer characteristics:

- Base Costs. Base costs are costs that tend to vary with the total quantity of water used. These costs (O&M and capital) are those associated with the provision of water to customers under average load conditions. Base costs are

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measured by customer class annual water demand expressed in gallons per day.

- **Extra-Capacity Costs.** Costs associated with providing service to meet a rate of use in excess of average usage are referred to as extra-capacity costs. The typical characteristics used to describe extra capacity costs are those for peak day and peak hour demands. Extra-capacity costs are measured by exhibited class peaking requirements expressed in gallons per day.
- **Customer Costs.** Customer costs are those costs associated with providing service to customers regardless of the amount of water used. These costs typically include those for meter reading, billing, customer service, and maintenance of customer facilities. Typically, the costs of maintaining and servicing meters are separated from total customer costs to form a subcomponent called Meter Costs. Customer costs are measured by the total number of customers in each class; meter costs are measured by the number equivalent residential meters in the class.
- **Direct Fire Protection Costs.** Fire protection costs are the direct costs of providing fire protection facilities and capacity in the water system. There are several ways to allocate such costs. We propose to make this determination once additional information is made known to us.

Allocate Costs to Customer Groups

Customer classes vary in their use of the system. Most frequently, costs of the system are shared among all customer classes, jointly. Often, one or more customer classes may use a part of the system exclusively and therefore would be held responsible for the associated costs. An additional component of customer characteristics is the group to which a customer class belongs. All customers belong to the joint group, but other specific groups, such as retail only, wholesale, etc., may exist. One common group distinction that may apply to the City is the distinction between inside-city and outside-city customers. By making this distinction, the City would be able to allocate certain costs specifically to extraterritorial customers – assuming such costs exist - and thus protect City customers from the recovery of those costs.

Allocate Costs to Customer Service Characteristics

As mentioned above, the appropriate cost allocation methodology dictates the customer characteristics. Regardless of the methodology selected, O&M costs and system fixed assets are allocated to the customer service characteristics based on J-U-B's analysis. As part of this analysis we will review if water pressure zone costs for boosting of water to higher elevations can be singled out as a customer service characteristic. If so, we will review if the costs associated with this service can be allocated to customer groups that receive this service.

Distribute Costs to Customer Classes

The last allocation step results in costs of service by class. Each customer uses a proportionate share of the system, therefore the costs allocated to the customer service characteristics are distributed to the customer classes on that basis. For

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example, the customer-related costs are allocated to the residential class based on the number of accounts in that class relative to the total number of accounts in the system.

Calculation of Cost-of-Service Rates

IUG will use the results of the cost-of-service study to calculate adjustments to the existing rates using the current rate structure.

Calculation of Rates Given the Selected New Rate Structure

Following the results of Phase 1, IUG will calculate the rates under the new rate structure selected by City Council. We will also provide sample bill comparisons to evaluate the expected impact on typical customers' bills.

Prepare Draft Report of Calculations and Rate Recommendations

IUG will prepare and submit a draft report detailing the COS analysis and the resulting rate recommendations. The draft report will describe the steps in the development of the recommended rates.

Final Report Documentation and Presentation

Prepare Final Report

Once City Staff has reviewed the three draft reports prepared and presented by the IUG team, IUG will prepare a final summary report. Drawing from the draft reports submitted earlier, and comments from Staff, the Public Works Committee, and City Council, the final report will document the entire study.

Present Report to City Council

After approval of the final report by City Staff, IUG will present the final report results at a City Council session as specified in the City's request for proposals.

Present Proposed Rates at Public Hearing

At a specified date, the IUG team will assist City Staff in presenting the rate structure and rate results to the public.

User Manual

Some utilities do not have the staff or the inclination to update and use the models we provide. Others have a staff member assigned to the upkeep and communications with IUG regarding the models. To assist a community in properly using our models, we propose to provide a user manual that explains which data the City will need to collect for future updating of the user charge model. It will also explain the basic workings of the user charge model.

Optional Tasks

To provide the City with the necessary tools and supporting documentation for the models produced in this study, as well as to enhance the long-term value, IUG often provides additional deliverables and services. These items are listed as optional tasks

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in the work plan. For those services unforeseen by the City at this point that may be deemed necessary to the successful completion of this study, IUG will provide our services on an as-needed basis.

Additional CIP Assistance

J-U-B would provide additional assistance in reviewing and suggesting revisions to the City's current CIP. A full evaluation of the City's planned water projects would enhance the value of the capitalization fee calculation. Such a in-depth review of the CIP would result in longer-term value for the City.

Training Sessions

It is one thing to have a user manual to walk the user through a COS model, but it is entirely another level of service to participate in a model training session for a hands-on experience with the models. IUG offers one to two-day training sessions for Staff to become familiar with the models' features, data input points, and interpretation. We usually hold these sessions in our Denver office to free the participants from the daily distractions at your offices.

On-Going Support

Frequently, once a study is complete the accessibility to the consultant diminishes. Not so with our on-going support services. IUG is often asked to assist our clients with questions that arise subsequent to issuance of the final report. One example is a session to update the financial plans and COS models in the year subsequent to the completion of the study. IUG will work with Staff, if desired, in updating the models to ensure it is done correctly and the City gains the benefit of another year out of the models.

Section 4: Proposed Work Plan and Fee Schedule

IUG Has Completed Rate and Fee Studies in Many Communities. We Know the Level of Effort Required to Complete This Project Successfully.

Work Plan

IUG has outlined the level of effort required to successfully develop and implement new rate structures and user charges for the City. IUG has completed numerous similar studies and can provide the City with not only the expertise to accomplish the tasks at hand, but the project management to make it all happen on time and on schedule. IUG's approach means following the City's project timetable and providing solutions that last for the long term.

The work plan in Table 1 lists the tasks in the scope of work and estimates by team member the approximate hours we expect each task to require.

Fee Schedule

The IUG team's fee schedule is provided in Table 1, listed by task, estimated hours required, and cost per task. We have estimated the total project cost for the basic scope of work. Optional tasks described in Section 2 are listed separately. The City may wish to revise any of the other services to make sure its needs are met. Any additional tasks requested by the City will be charged at the hourly rates plus expenses presented in this proposal.

RATE AND FEE STUDY

Jan 2, 2007	Consultant begins project
Feb 12, 2007	Draft rate structures (Phase 1) presented to Public Works Committee for consideration and selection
Feb 20, 2007	City Council approves selection of rate structure
March 5, 2007	Draft Capitalization fee recommendations (phase 2) completed
May 31, 2007	Draft report (Phase 3) presented to Staff for review and comment.
July 28, 2007	Final report (all phases) delivered to Staff
Aug 7, 2007	Final report delivered to Public Works Committee
Aug 15, 2007	Final report presented to City Council: Public Hearing set.
Sep 19, 2007	Public Hearing: New rates and fees adopted by Council

Table 1
Water Rate and Capitalization Fee Study
Proposed Work Plan and Fee Schedule
City of Coeur d'Alene Water Department

	Malesky	Corssmit	Healy	James	Johnson	Support	Total Hours	Labor Costs	Expenses	Travel Expenses	Total Costs
Phase 1 - Evaluation of Alternative Rate Structures											
Develop Alternative Rate Structures											
a	1.0		2.0				3.0	\$390	\$39	\$0	\$429
b	14.0		14.0	4.0	4.0	2.0	38.0	4,860	486	1,600	6,946
c	2.0						2.0	300	30	0	330
d	4.0		4.0				8.0	1,080	108	0	1,188
e	1.0		4.0				5.0	630	63	0	693
f	16.0	4.0	16.0				36.0	5,120	512	0	5,632
g	6.0	2.0	10.0				18.0	2,500	250	0	2,750
h	3.0		4.0				7.0	930	93	0	1,023
i	4.0	2.0	10.0			2.0	18.0	2,300	230	0	2,530
j	12.0		12.0			2.0	26.0	3,340	334	1,600	5,274
Total Phase 1 - Evaluation of Alternative Rate Structures	63.0	8.0	76.0	4.0	4.0	6.0	161.0	\$21,450	\$2,145	\$3,200	\$26,795
Phase 2 - Capitalization Fee Development											
Calculate Water Capitalization Fees											
a	2.0		3.0				5.0	\$660	\$66	\$0	\$726
b	2.0	1.0	4.0				7.0	980	98	0	1,078
c			8.0				8.0	960	96	0	1,056
d	4.0		12.0				16.0	2,040	204	0	2,244
e	2.0		4.0	6.0	8.0		20.0	2,410	241	0	2,651
f	4.0		6.0	24.0	36.0		70.0	8,160	816	0	8,976
g	4.0		6.0	12.0	10.0		32.0	4,100	410	0	4,510
h	4.0		6.0	4.0	8.0		22.0	2,620	262	0	2,882
i	3.0	1.0	6.0				10.0	1,370	137	0	1,507
j	2.0	1.0	6.0				9.0	1,220	122	0	1,342
k	6.0	2.0		4.0			12.0	1,960	196	0	2,156
l	3.0	1.0	12.0	1.0	4.0	2.0	23.0	2,675	268	0	2,943
Total Phase 2 - Capitalization Fee Development	36.0	6.0	73.0	51.0	66.0	2.0	234.0	\$29,155	\$2,916	\$0	\$32,071

Table 1
Water Rate and Capitalization Fee Study
Proposed Work Plan and Fee Schedule
City of Coeur d'Alene Water Department

	Malesky	Corssmit	Healy	James	Johnson	Support	Total Hours	Labor Costs	Expenses	Travel Expenses	Total Costs
Phase 3 - Cost-of-Service Calculations and Rate Recommendations											
Conduct Water Utility Cost-of-Service Evaluations											
a Prepare data request list and review data	2.0		4.0				6.0	\$780	\$78	\$0	\$858
b Develop cost-of-service computer model	5.0		12.0				17.0	2,190	219	0	2,409
c Allocate costs to functional cost components	1.0		4.0	8.0	2.0		15.0	2,110	211	0	2,321
d Analyze customer service characteristics	6.0		10.0				16.0	2,100	210	0	2,310
e Determine cost allocation factors for allocation to customer service characteristics	2.0		4.0	4.0			10.0	1,440	144	0	1,584
f Distribute costs to customer classes	2.0		4.0				6.0	780	78	0	858
g Determine cost-of-service rate results	2.0		4.0				6.0	780	78	0	858
h Calculate rates for selected water rate structure	6.0	2.0	10.0				18.0	2,500	250	0	2,750
i QA/QC	3.0	3.0		1.0			7.0	1,215	122	0	1,337
j Prepare draft memo of cost-of-service calculations and rate recommendations	3.0		12.0	1.0	3.0	2.0	21.0	2,395	240	0	2,635
Total Phase 3 - Cost-of-Service Calculations and Rate Recommendations	32.0	5.0	64.0	14.0	5.0	2.0	122.0	\$16,290	\$1,629	\$0	\$17,919
Final Report Documentation and Presentation											
a Prepare final report for all study phases	4.0	2.0	10.0			2.0	18.0	\$2,300	\$230	\$0	\$2,530
b Present final report to City Council	12.0	2.0	8.0	4.0	4.0	2.0	32.0	4,240	424	1,600	6,264
c Present proposed rates at public hearing	12.0		12.0				24.0	3,240	324	1,600	5,164
d Prepare User Manual	6.0		24.0			1.0	31.0	3,830	383	0	4,213
Total Final Report Documentation and Presentation	34.0	4.0	54.0	4.0	4.0	5.0	105.0	\$13,610	\$1,361	\$3,200	\$18,171
Grand Total	165.0	23.0	267.0	73.0	79.0	15.0	622.0	\$80,505	\$8,051	\$6,400	\$94,956
Total Contract Price											\$95,000
Optional Tasks											
a Provide additional CIP assistance				40.0	40.0		80.0	\$9,800	\$980	\$0	\$10,780
b Additional City Council Workshop	12.0		16.0			1.0	29.0	3,770	377	0	4,147
c Conduct 2-day model training session	18.0		18.0			2.0	38.0	4,960	496	0	5,456
d Provide on-going support with User Manual and miscellaneous tasks	12.0		24.0				36.0	4,680	468	0	5,148
Total Optional Tasks	42.0	0.0	58.0	40.0	40.0	3.0	183.0	\$23,210	\$2,321	\$0	\$25,531
Hourly Rates	\$150.00	\$200.00	\$120.00	\$165.00	\$80.00	\$50.00					
Expense Rate per Hour of Labor (computer and communications costs)	10%										
Cost per Travel Event/Person (includes air fare, hotel, meals, etc.)	\$800.00										

OTHER BUSINESS

**RESOLUTION NO. 07-008
TO BE HAND-CARRIED**

PUBLIC HEARINGS

Date: January 16, 2007
To: City Council
From: David Yadon, Planning Director

Subject: Item O-4-06 Amendment to Zoning Code –: Neighborhood Commercial and Community Commercial Zoning Districts

Decision Point

The City Council is asked to consider establishing two new zoning districts to the zoning ordinance: Neighborhood Commercial and Community Commercial

History

The Planning Commission has had several code amendments on the “priority list” for some time. The following amendments from that list were prepared by City staff and Consultant Mark Hinshaw and reviewed by the Planning Commission at workshops on August 16, 2006 and September 12, 2006. Following two public hearings, the Commission recommended the approval On December 12, 2006.

The Neighborhood Commercial District is intended to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. It is expected that most customers would reach the businesses by walking or bicycling, rather than driving.

The Community Commercial District is intended to allow for the location of enterprises that mainly serve the surrounding residential areas and that provide a scale and character that are compatible with residential buildings.

Both districts include a Purpose, Permitted Uses, Maximum Building Height, Maximum Floor Area Ratio, Maximum Floor Area, Minimum Parking, Setbacks, Screening, Landscaping and Design Standards. This action does not change the zoning of any property in the city.

Financial Analysis

There is no significant financial impact associated with the proposed amendments.

Performance Analysis

The proposed amendment is consistent with Comprehensive Plan policies including 6A. 51A1, 37, 42A, 64D16, 65.

Quality of Life Analysis

The amendment will provide new commercial zoning choices that address issues of neighborhood compatibility.

Decision Point Recommendation

The City Council is asked to approve, deny or send the proposed amendments back to staff for further study.

PC Recommended Draft 12/12/06

Proposed Neighborhood Commercial District

1. Purpose of the District

The Neighborhood Commercial District is intended to allow for the location of enterprises that mainly serve the immediate surrounding residential area and that provide a scale and character that are compatible with residential buildings. It is expected that most customers would reach the businesses by walking or bicycling, rather than driving.

2. Uses

Permitted:

- Retail
- Personal Services
- Commercial and Professional Office
- Medical/Dental
- Day Care
- Residential (above the ground floor)
- Parks

Conditional / Special Permit:

- Religious Institutions
- Schools

Prohibited:

- Industrial
- Warehouses
- Outdoor storage or Display of Goods, other than plants
- Mini-storage
- Sales, Repair or Maintenance of Vehicles, Boats, or Equipment
- Gasoline Service Stations
- Detention facilities
- Commercial Parking

3. Maximum Building Height

32 feet

4. Maximum Floor Area Ratio

Non-Residential: 1.0
Total: 1.5

5. Maximum Floor Area

4,000 sf for Retail Uses
8,000 sf for all Non-Residential Uses

6. Minimum Parking

3 stalls / 1000sf of non-residential floor area
1.5 stalls per dwelling unit

7. Setbacks from any adjacent Residential District

8” of horizontal distance for every foot of building height.

8. Limited Hours of Operation

Any use within this district shall only be open for business between 6am and 10pm.

9. Screening along any adjacent Residential District

Minimum 10 foot wide planting strip containing evergreen trees
(trees to be at least 15 feet tall at time of planting, and no more than 25 feet apart)

10. Landscaping

One tree for every 8 surface parking stalls.
(trees shall be at least 15 feet tall at time of planting)

11. Design Standards

- a. At least 50% of any first floor wall facing an arterial street shall be glass.
- b. If a building does not abut the sidewalk, there shall be a walkway between the sidewalk and the primary entrance.
- c. Surface parking should be located to the rear or to the side of the principal building.
- d. Trash areas shall be completely enclosed by a structure of construction similar to the principal building. Dumpsters shall have rubber lids.
- e. Buildings shall be designed with a residential character, including elements such as pitched roofs, lap siding, and wide window trim.
- f. Lighting greater than 1 footcandle is prohibited. All lighting fixtures shall be a “cut-off” design to prevent spillover.
- g. Wall-mounted signs are preferred, but monument signs no higher than 6 feet are allowed. Roof-mounted signs and pole signs are not permitted. *
- h. Signs shall not be internally lighted, but may be indirectly lighted. *

** Sign standards would be incorporated into sign code.*

PC Recommended Draft 12/12/06

Proposed Community Commercial District

1. Purpose of the District

The Community Commercial District is intended to allow for the location of enterprises that mainly serve the surrounding residential areas and that provide a scale and character that are compatible with residential buildings.

2. Uses

Permitted:

- Retail
- Personal Services
- Commercial and Professional Office
- Medical/Dental
- Day Care
- Residential (above the ground floor)
- Parks

Conditional / Special Permit:

- Religious Institutions
- Schools
- Gasoline Service Stations

Prohibited:

- Industrial
- Warehouses
- Outdoor storage or Display of Goods, other than plants
- Mini-storage
- Sales, Repair or Maintenance of Vehicles, Boats, or Equipment
- Detention facilities
- Commercial Parking

3. Maximum Building Height

32 feet

4. Maximum Floor Area Ratio

Non-Residential: 1.0
Total: 1.5

5. Maximum Floor Area

10,000 sf for Retail Uses
20,000 sf for all Non-Residential Uses

6. Minimum Parking

3 stalls / 1000sf of non-residential floor area
1.5 stalls per dwelling unit

7. Setbacks from any adjacent Residential District

8” of horizontal distance for every foot of building height.

8. Screening along any adjacent Residential District

Minimum 10 foot wide planting strip containing evergreen trees
(trees to be at least 15 feet tall at time of planting, and no more than 25 feet apart)

9. Landscaping

One tree for every 8 surface parking stalls.
(trees shall be at least 15 feet tall at time of planting)

10. Design Standards

- a. At least 50% of any first floor wall facing an arterial street shall be glass.
- b. If a building does not abut the sidewalk, there shall be a walkway between the sidewalk and the primary entrance.
- c. Surface parking should be located to the rear or to the side of the principal building.
- d. Trash areas shall be completely enclosed by a structure of construction similar to the principal building. Dumpsters shall have rubber lids.
- e. If a gasoline service stations is approved, it shall be limited to 4 double-sided pumps. Lighting greater than 2 footcandles is prohibited. All lighting fixtures shall be a “cut-off” design to prevent spillover.
- f.. Wall-mounted signs are preferred, but monument signs no higher than 6 feet are allowed. Roof-mounted signs and pole signs are not permitted.
Sign standards would be incorporated into sign code

Applicant: City of Coeur d'Alene
Request: New Zoning Districts
LEGISLATIVE (0-4-06)

Planning Director Yadon presented the staff report and explained that he recently presented these two new zoning districts to the General Services meeting who will support the request.

Commissioner Bowlby questioned if the height requirements listed in both zoning districts should be consistent, and feels that thirty-two feet should be proposed.

Planning Director Yadon explained that in previous discussions, the additional height requested in the commercial district was decided because thirty-two feet is not enough to be creative when designing a building.

Commissioner Messina concurs that the height requirements should be consistent.

Commissioner Souza questioned how the affect of three feet would determine how many stories could be added to the building.

Planning Director Yadon explained that when designing some of these buildings, the intent of the additional height is to provide a mixed use building where commercial is in the bottom and residential at the top.

After further discussion, the Planning Commission agreed that the height for both zoning districts should be 32 feet.

Motion by Bowlby, seconded by Messina, to approve Item 0-4-06 Motion approved.

Commissioner Jordan commended his fellow Commissioners for a job well done on their work on this ordinance.

**CITY COUNCIL
STAFF REPORT**

DATE: January 11, 2007

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Amendment of Condominium and Final Plat Ordinances.

DECISION POINT:

Consider adopting proposed revisions to the subdivision ordinance addressing how condominium plats are processed and requiring that final plats contain all substantive improvements shown on the preliminary plat, including sidewalks and pedestrian/bicycle facilities.

HISTORY:

For some time the Planning Commission has expressed interest in changing the process for approving condominium projects since the impacts created by these developments are addressed at building permit issuance rather than at a hearing before the Commission. In addition, staff has been working to prepare amendments to tighten the requirements for final platting to ensure that pedestrian and bicycle improvements depicted on the preliminary plat are reflected on the final plat and are ultimately built. These proposals were reviewed by the Planning Commission on December 12, 2006. The Commission recommended that the Council adopt all of the proposed changes except for a provision dealing with consent of all interest holders of platted property that will be discussed below.

FINANCIAL ANALYSIS:

Adopting the proposed amendments will have a limited financial impact on the City. The condominium changes should create a small cost savings in staff time by streamlining the manner in which we process condominium plats. The amendments to the final plat process may require a nominal increase in staff review time.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Adopting the proposed amendments will stream line the condominium approval process without changing the level of City review of the plat. The proposal would have staff review the impacts of the development at building permit as happens currently and the condominium plat would go directly to the City Council as a final plat. The changes to the final plat process will help to ensure that any proposed ped/bike improvements that are shown on a preliminary plat are ultimately built by requiring that these elements are contained in the final plat.

The one proposal that the Planning Commission did not recommend for adoption is the proposed amendment to M.C. 16.12.060 that would require all interest holders of land that is proposed to be platted must consent to the platting. The Planning Commission was concerned that this might make it difficult for a developer to complete a project because the developer would be required to get the consent of any lien holders on the property. Staff recommends that this provision be adopted as it

helps to protect the City from liability if property is platted when an interest holder objects.

DECISION POINT/RECOMMENDATION:

Adopt the proposed code revisions.

COUNCIL BILL NO. 07-1003
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 16.04.015, 16.10.030, 16.10.045, 16.10.050, 16.10.060 AND 16.12.020 TO REQUIRE THAT PROPER PROVISION IS MADE IN SUBDIVISIONS FOR SIDEWALKS AND PEDESTRIAN/BICYCLE FACILITIES AND TO REQUIRE THAT FINAL PLATS INCORPORATE ALL SUBSTANTIVE ELEMENTS OF APPROVED PRELIMINARY PLATS; ADOPTING A NEW SECTION 16.08.157 TO DEFINE CONDOMINIUM PLATS; AMENDING SECTION 16.12.060 TO REQUIRE THAT ALL PLATS BE ACCOMPANIED BY A CERTIFICATE SHOWING THE CONSENT OF ALL PERSONS HOLDING AN INTEREST IN THE PROPERTY; AMENDING SECTIONS 16.36.010, 16.36.040 AND 16.36.060 TO REMOVE REFERENCES TO CONDOMINIUM PLATS AND TO ESTABLISH PROCEDURAL REQUIREMENTS FOR PROCESSING SHORT PLATS; ADOPTING A NEW CHAPTER 16.37 TO REGULATE CONDOMINIUM PLATS; ADOPTING NEW SECTIONS 16.37.010, 16.37.020, 16.37.030, 16.37.040, 16.37.050, 16.36.060, 16.36.070, 16.36.080 AND 16.37.090 TO ADOPT PROCEDURAL RULES FOR REVIEWING AND APPROVING CONDOMINIUM PLATS INCLUDING APPLICATION REQUIREMENTS, REQUIRED IMPROVEMENTS AND CERTIFICATES, APPROVAL BY THE CITY ENGINEER AND CITY COUNCIL AND ADDITIONAL REQUIREMENTS FOR PHASED CONDOMINIUMS; REPEALING SECTIONS 16.12.050, 16.32.030, 16.36.015 AND 16.36.070; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. *Coeur d'Alene Municipal Code Section 16.04.015, is hereby amended to read as follows:*

16.04.015: PURPOSE OF THE SUBDIVISION ORDINANCE:

The purpose of the subdivision ordinance is to prescribe the procedures by which:

- A. A plat is required when a parcel of land is divided into two (2) or more lots, tracts, or parcels for the purpose (whether immediate or future) of transfer of ownership or for building development except as noted herein.

- B. Divisions are made for condominium ownership purposes as defined herein.
- C. Proper provisions for sidewalks, streets and roads, including location, design and construction, are made.
- D. Proper provisions for park land and pedestrian/bike trail layout, location, size and accessibility are made.
- E. These regulations shall not apply to the following divisions of land:
 - 1. An adjustment of lot lines as shown on a recorded plat which does not reduce the area, frontage, width, depth or building setback lines of each building site below the minimum zoning requirements, and does not increase the original number of lots in any block of the recorded plat;
 - 2. An allocation of land in the settlement of an estate of a decedent or a court decree for the distribution of property;
 - 3. The unwilling sale of land as a result of legal condemnation as defined and allowed in the Idaho Code;
 - 4. The acquisition of street rights of way by a public agency.
 - 5. Divisions made for cemeteries or burial plots while used for that purpose.

SECTION 2. *Coeur d'Alene Municipal Code Section 16.10.030, is hereby amended to read as follows:*

16.10.030: PLANNING COMMISSION ACTION:

The commission shall, after notice, hold a public hearing to consider the proposal and render a decision.

A. Findings Required:

- 1. Preliminary Plats: In order to approve a preliminary plat, the commission must make the following findings:
 - a. All of the general preliminary plat requirements have been met as attested to by the city engineer;
 - b. The provisions for sidewalks, streets, alleys, rights of way, easements, street lighting, fire protection, planting, drainage, pedestrian and bicycle facilities and utilities are adequate;

- c. The preliminary plat is in conformance with the comprehensive plan;
 - d. The public interest will be served;
 - e. All of the required engineering elements of the preliminary plat have been met as attested to by the city engineer;
 - f. The lots proposed in the preliminary plat meet the requirements of the applicable zoning district.
- B. Decisions: The commission may recommend approval or conditional approval, deny or deny without prejudice, or may defer action until necessary studies and plans have been completed. In case of approval, denial or denial without prejudice, a copy of the commission's decision shall be mailed to the applicant and property owners who received mailed notice of the public hearing; and, notice of the decision shall be published in the official newspaper within ten (10) days of the decision. The approval of the preliminary plat shall not guarantee final approval of the plat or subdivision, and shall not constitute an acceptance of the subdivision, but shall be deemed to authorize the subdivider to proceed with the preparation of the final plat in a manner that incorporates all substantive requirements of the approved preliminary plat along the lines indicated on the preliminary plat.
- C. Conditional Approval And Extension Request: The planning commission may grant conditional approval of a preliminary plat. Preliminary plat approval, whether conditional or not, shall be effective for twelve (12) months from the date of planning commission approval. An extension of approval beyond this twelve (12) month period may be requested in writing and submitted to the planning director not less than twenty one (21) days prior to the date of the next regular planning commission meeting. The planning commission may extend its approval for two (2) additional six (6) month periods upon the finding that the preliminary plat complies with all of the requirements set forth at the time of approval. The request for each extension shall be accompanied by the required fee.

SECTION 3. *Coeur d'Alene Municipal Code Section 16.10.045, is hereby amended to read as follows:*

16.10.045: REVIEW; FIELD INSPECTION; APPROVAL OR DENIAL BY CITY ENGINEER:

- A. Upon receipt and acceptance of the final plat the planning director, acting for the commission and city council, shall deliver the plat to the city engineer for his review.
- B. If conditions so warrant, the city engineer may cause a field inspection to be made. The cost of such inspection at prevailing rates shall be charged the applicant in addition to the required fees and shall be paid before final approval of the plat is given by the city council. If the city

engineer approves the plat, he shall so state in a report to the city clerk. If he does not approve the plat, he shall state in writing the specific reasons and return the plat to the subdivider for the corrections or changes necessary to comply with the city engineer's objections. Thereafter, the subdivider may resubmit the final plat without paying an additional fee.

C. The city engineer shall approve and affix his certificate of approval on the plat if he finds:

1. The plat is accurate and correct in all details;
2. All ~~Minimum~~ improvements, depicted on the preliminary plat, including improvements to streets such as curbing, grading of right of way, placing base material, surfacing of either bituminous concrete or Portland cement concrete, sanitary facilities, sidewalks, pedestrian and bicycle facilities and water system have been made or adequate bonding or other security arrangements have been made to assure that such improvements will be made;
3. The proposed subdivision will not interfere with the future development of any remaining property under the same ownership or of any adjacent property;
4. Adequate access, including pedestrian and bicycle access, is available for the proposed subdivision and any possible future development;
5. The lots conform to the requirements of the zoning ordinance in title 17 of this code and any comprehensive plan adopted by the city for the area under consideration, or have met the requirements for granting of deviations as authorized by chapter 16.32 of this title.

SECTION 4. *Coeur d'Alene Municipal Code Section 16.10.050, is hereby amended to read as follows:*

16.10.050: FORWARDING OF RECOMMENDATION:

The city engineer shall forward a recommendation to the city council for appropriate action on the final plat only after he or she determines that all of the requirements of section 16.10.045(C) have been met and all public improvements have been constructed or a public improvement agreement has been approved by the city council and signed by the parties. Conditionally approved final plats shall not be presented to the city council until all conditions placed by the commission have either been met, or appropriately provided for, or successfully appealed to the council.

SECTION 5. *Coeur d'Alene Municipal Code Section 16.10.060, is hereby amended to read as follows:*

16.10.060: CITY COUNCIL ACTION:

- A. Request For Final Plat Approval: Upon receipt of a request for final plat approval, the city engineer shall check the plat for completion, including, but not limited to, the plat map, certificates/dedications, conformity with the approved preliminary plat, installation of all public improvements depicted on the preliminary plat, form of bonding or acceptance of improvements and compliance with conditions required by the planning commission. If the information is complete and accurate and if the proposed final plat is the same as the approved preliminary plat in all substantive respects, the city engineer shall accept the plat and forward it to the city clerk for placement on the next available council agenda.
- B. Findings Required: In order to approve the final plat, the city council must make the following findings:
1. All of the required information for final plats has been provided as attested to by the city engineer;
 2. All of the required data for final plats has been provided as attested to by the city engineer;
 3. All certificates, dedications, and deed restrictions required for final plat documents have been provided as required by the city clerk;
 4. The city engineer approves of the final plat pursuant to subsection [16.10.045C](#) of this chapter;
 5. The proposed final plat is the same as the approved preliminary plat in all substantive respects as attested to by the city engineer ~~Park land has been dedicated or the amount of the fee in lieu of dedication has been set;~~
 6. The traffic impact development ordinance or other like ordinances have been appropriately applied; and
 7. The form of security has been approved by the city attorney.

SECTION 6. *Coeur d'Alene Municipal Code Section 16.12.020, is hereby amended to read as follows:*

16.12.020: GENERAL REQUIREMENTS:

The preliminary plat shall include the following:

- A. The proposed name of the subdivision. Names shall not too closely resemble those of existing subdivisions, nor shall given names or initials be used with surnames in a plat name;
- B. The location of boundary lines in relation to section, quarter-section, and quarter-quarter-section lines and any adjacent corporate boundaries of the City which are part of the legal description of the property;
- C. The names and addresses of the subdivider and the Engineer, surveyor, landscape architect or other person making the plat;
- D. The scale of the plat, which shall not be less than fifty feet to one inch (50' = 1") nor more than one hundred feet to one inch (100' = 1");
- E. The date of submission and the north arrow;
- F. The location, width and name, if any, of each existing or proposed street rights of way, other rights of way, parks, sidewalks, pedestrian and bicycle facilities, playgrounds and other open spaces, schools and permanent buildings within the proposed subdivision;
- G. The names of adjacent subdivisions and the location and names of all adjacent streets;
- H. The topography at an appropriate contour interval (unless specifically waived by the City Engineer), the location of all natural watercourses, and other physical features pertinent to the subdivision;
- I. The layout, numbering and dimensions of lots and the numbering of blocks;
- J. The indication of any lots on which a use other than residential is proposed by the subdivider;
- K. The indication of any portion or portions of the plat for which successive or separate final plats are to be filed;
- L. Net acreage of subdivision, computed by calculating the total land area less proposed or existing public streets and other public lands;
- M. The vicinity sketch shall be a legible scale and shall show the relationship of the proposed plat to existing schools, parks, shopping centers, and other like facilities;

- N. The City Engineer may require the submission of two (2) copies of the proposed street grades where in his opinion conditions so warrant;
- O. The City Engineer may require the submission of two (2) copies of the proposed general layout and dimensions of water, sanitary sewer, drainage, lighting and fire protection facilities and easements.

SECTION 7. *A new Section 16.08.127, entitled Plat Condominium, is hereby added to the Coeur d'Alene Municipal Code as follows:*

16.08.157: PLAT, CONDOMINIUM:

“Condominium plat” refers to a division of units in a structure or structures for condominium ownership purposes without a subdivision of the land upon which the structure or structures sit.

SECTION 8. *Coeur d'Alene Municipal Code Section 16.12.060, is hereby amended to read as follows:*

16.12.060: CERTIFICATES, DEDICATIONS AND DEED RESTRICTIONS:

The plat shall contain a land surveyor's certificate approximating the following:

A. *I, _____, professional land surveyor hereby certify that the plat of _____ as shown hereon is based upon actual field survey of the land described and that all angles, distances and corners are staked as shown on the plat.*

Signed _____ (Seal)

- B. Each plat shall be accompanied by an owner certificate with a description in bearings and distances of the platted area, showing the consent of all persons and parties having an interest in the land platted.
- C. Each plat shall contain a certificate stating that the City Council has approved the plat. The certificate shall bear the signature of the Mayor, attested to by the City Clerk.
- D. Any other certificate required by Idaho Code title 50, chapter 13. The City Clerk may require additional certificates, affidavits, or endorsements as they may become necessary for the reasonable enforcement of these regulations.
- E. The plat shall contain a statement by the owner of the land dedicating all rights of way and other appropriate sites and easements for the public use.
- F. Each plat shall be accompanied by a copy of all restrictive covenants and other deed restrictions that are to be placed upon any of the lots in the subdivision.

SECTION 9. *Coeur d'Alene Municipal Code Section 16.12.050, is hereby repealed.*

~~16.12.050: ADDITIONAL REQUIREMENTS FOR PHASED CONDOMINIUM SUBDIVISIONS:~~

~~A subdivider who wishes to use short plats for phases subsequent to the original phase in a phased condominium subdivision shall include the following information in addition to other requirements contained in this Chapter:~~

- ~~A. All future buildings planned for the site showing appropriate dimensions and locations;~~
- ~~B. Identification of the order in which subsequent buildings will be constructed;~~
- ~~C. A statement that each phase will be superseded by the subsequent phase.~~

SECTION 10. *Coeur d'Alene Municipal Code Section 16.32.030, is hereby repealed.*

~~16.32.030: CITY ENGINEER AUTHORITY:~~

~~The city engineer may grant deviations from the provisions or requirements of this title without planning commission approval for short subdivisions, only if all of the following conditions exist:~~

- ~~A. A written finding has been made by the city engineer that the standards of subsections [16.32.010A](#) through E of this chapter are satisfied.~~
- ~~B. The subdivision requiring deviation is a plat for a condominium division of ownership in which the subdivision is located on a single lot and consists of a separate division of units in an existing structure or structures without separate division of the land on which the structure or structures is located.~~
- ~~C. The subdivision will not create additional dwelling units or increase the density.~~
- ~~D. No dedication of right of way is required.~~

SECTION 11. *Coeur d'Alene Municipal Code Section 16.36.010, is hereby amended to read as follows:*

16.36.010: APPLICATION; SUBMITTAL:

A. **Applicability:**

When an owner or subdivider desires to subdivide a parcel of land located either within one mile of the boundaries of the city as provided for in Idaho Code section 50-1306, or as authorized by

law within any area of city impact adopted pursuant to Idaho Code section 67-6526 so as to produce not more than a total of four (4) lots, and with no dedication of any part thereof as a new public right of way, the short plat procedure may be used. The restriction of dedication of rights of way shall not apply to grants which widen existing rights of way only. ~~This procedure also applies to any subdivision for condominium ownership purposes, when the division of property complies with subsections 16.32.030B, C and D of this title.~~

B. Application Requirements:

1. The owner or subdivider shall make application on a form prescribed by the planning director. The application shall contain four (4) ~~two (2)~~ copies of the proposed plat map and any additional information on such things as preliminary street grades, water, sanitary sewer, and drainage plan as is deemed necessary by the city engineer. At the time of filing a short plat application, the owner or subdivider shall pay to the city such fees as are provided in the fee schedule recommended by the planning director and approved by resolution of the city council.

- 2B. The time of filing a short plat application shall be fixed as the date when all maps and information required by this title have been filed, checked and accepted as completed by the city engineer, and the required fees paid.

- 3C. The completed application must be submitted to the planning director not later than six (6) weeks ~~fifteen (15) days~~ prior to the date of the next regular planning commission meeting. Acceptance or rejection of the application by the city engineer, and notification of the applicant, shall take place the following business day.

SECTION 12. *Coeur d'Alene Municipal Code Section 16.36.015, is hereby repealed.*

~~16.36.015: PROCEDURE FOR PHASED CONDOMINIUMS:~~

~~After the initial phase of a phased condominium plat has been approved through the regular plat procedure, subsequent phases may be approved as short plats provided they meet the requirements of chapter 16.12 of this title and upon a finding of the city engineer that the short plat does not significantly deviate from the plat of the previous phase.~~

SECTION 13. *Coeur d'Alene Municipal Code Section 16.36.040, is hereby amended to read as follows:*

16.36.040: CERTIFICATES AND DEED RESTRICTIONS REQUIRED:

The short subdivision plat shall contain the same certificates required for a long plat, Section 16.12.060. ~~, except subsection E.~~

SECTION 14. *Coeur d'Alene Municipal Code Section 16.36.060, is hereby amended to read as follows:*

16.36.060: DISAPPROVAL OR CHANGE REQUIREMENT; FILING WITH PLANNING COMMISSION:

If the City Engineer finds that the above criteria required in Sections 16.36.020 through 16.36.040 have not been complied with, he will place the matter on the agenda for the next regularly scheduled Planning Commission meeting. ~~may either disapprove the application or he may require that the applicant make necessary changes which would cause him to give his approval. If the application is denied by the City Engineer, the applicant may file a plat with the Planning Commission in accordance with the provisions of Chapters 16.10 and 16.12 of this Title.~~

SECTION 15. *Coeur d'Alene Municipal Code Section 16.36.070, is hereby repealed.*

~~**16.36.070: TIME FOR DETERMINATION:**~~

~~Action on the short subdivision shall be conveyed to the applicant within ten (10) working days after the City Engineer has received the application.~~

SECTION 16. *A new Chapter 16.37, entitled condominium Plats, is hereby added to the Coeur d'Alene Municipal Code as follows:*

CONDOMINIUM PLATS CHAPTER 16.37

SECTION 17. *A new Section 16.37.010, entitled Application; Submittal, is hereby added to the Coeur d'Alene Municipal Code as follows:*

16.37.010: APPLICATION; SUBMITTAL:

A. Applicability:

This procedure applies to any subdivision for condominium ownership purposes if the condominium plat is located on a single lot and consists of a division of units without a division of the land on which the structure or structures is located. If the condominium plat does not meet these criteria, it must be approved either as a regular or short plat depending on the number of lots created.

B. Application Requirements:

1. The subdivider shall make application on a form prescribed by the Planning Director. The application shall contain four (4) copies of the proposed plat map. At the time of filing a

condominium plat application, the subdivider shall pay to the city such fees as are provided in the fee schedule approved by resolution of the City Council.

2. A condominium plat application will not be processed until all maps and information required by this title have been filed, checked and accepted by the City Engineer, and the required fees paid.

SECTION 18. A new Section 16.37.020, entitled Prints of Plats; Submission; Requirements, is hereby added to the Coeur d'Alene Municipal Code as follows:

16.37.020: PRINTS OF PLATS; SUBMISSION; REQUIREMENTS:

The number of prints required by section 16.04.030 of this title with information, certificates and statements required by this title shall be submitted to the office of the City Engineer.

SECTION 19. A new Section 16.37.030, entitled Information Required, is hereby added to the Coeur d'Alene Municipal Code as follows:

16.37.030: INFORMATION REQUIRED:

A condominium plat under this Chapter shall conform to the requirements of section 16.12.020 and contain or be accompanied by the information required in Section 16.12.040.

SECTION 20. A new Section 16.37.040, entitled Certificates and Deed Restrictions Required, is hereby added to the Coeur d'Alene Municipal Code as follows:

16.37.040: CERTIFICATES AND DEED RESTRICTIONS REQUIRED:

A condominium plat under this Chapter shall contain the same certificates required for a regular plat., Section 16.12.060.

SECTION 21. A new Section 16.37.050, entitled Required Improvements, is hereby added to the Coeur d'Alene Municipal Code as follows:

16.37.050: REQUIRED IMPROVEMENTS:

Street, curbing, water, sanitary sewer and storm sewer improvements are not required as part of a condominium plat. However, required public improvements will be included as part of any building permit issued for a condominium project.

SECTION 22. *A new Section 16.37.060, entitle, Additional Requirements for Phased Condominiums, is hereby added to the Coeur d'Alene Municipal Code as follows:*

16.37.060: ADDITIONAL REQUIREMENTS FOR PHASED CONDOMINIUMS:

A. If the condominium project will contain more than one phase, the condominium plat for the first phase and each subsequent phase must include the following information in addition to the information required by this chapter and chapter 16.12.

1. All future buildings planned for the site showing appropriate dimensions and locations;
2. Identification of the order in which subsequent buildings will be constructed;
3. A statement that each phase will be superseded by the subsequent phase.

B. If the initial condominium plat was required to be approved by a regular or short plat, subsequent phases may be approved under this chapter so long as the plat does not further divide land and the City Engineer determines that the condominium plat does not significantly deviate from the plat of the previous phase or any conditions of approval for the initial phase.

SECTION 23. *A new Section 16.37.070, entitled, Approval of City Engineer, is hereby added to the Coeur d'Alene Municipal Code as follows:*

16.37.070: APPROVAL OF CITY ENGINEER:

A. The City Engineer may only approve and affix his certificate of approval on the plat if he or she finds the plat to conform to the requirements of this chapter and section [16.10.045C](#).

B. If the City Engineer finds that the criteria required by this chapter have not been met, he or she may either disapprove the application or require the applicant make the necessary changes to allow approval. If the application is denied by the City Engineer, the applicant may file a plat with the Planning Commission in accordance with the provisions of Chapters [16.10](#) and [16.12](#) of this Title.

SECTION 24. *A new Section 16.37.080, entitled Approval by City Council, is hereby added to the Coeur d'Alene Municipal Code as follows:*

16.37.080: APPROVAL BY CITY COUNCIL:

A. Once the completed application has been checked and approved by the City Engineer, the condominium plat will be placed on the next regularly scheduled City Council agenda for approval. The applicant will be notified of the date of the City Council hearing once it is scheduled.

B. Following review by the City Council, the applicant will be notified in writing of the decision of the City Council

SECTION 25. *A new Section 16.37.090, entitled Map; Copy Distribution, is hereby added to the Coeur d'Alene Municipal Code as follows:*

16.37.090: MAP; COPY DISTRIBUTION:

One print and the original of the approved map shall be returned to the applicant. The original shall be submitted to the Recorder of Kootenai County who may accept it for filing and record only if all requirements stated have been complied with.

SECTION 26. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 27. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 28. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 29. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 16th day of January, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 16 - Subdivisions

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 16.04.015, 16.10.030, 16.10.045, 16.10.050, 16.10.060 AND 16.12.020 TO REQUIRE THAT PROPER PROVISION IS MADE IN SUBDIVISIONS FOR SIDEWALKS AND PEDESTRIAN/BICYCLE FACILITIES AND TO REQUIRE THAT FINAL PLATS INCORPORATE ALL SUBSTANTIVE ELEMENTS OF APPROVED PRELIMINARY PLATS; ADOPTING A NEW SECTION 16.08.157 TO DEFINE CONDOMINIUM PLATS; AMENDING SECTION 16.12.060 TO REQUIRE THAT ALL PLATS BE ACCOMPANIED BY A CERTIFICATE SHOWING THE CONSENT OF ALL PERSONS HOLDING AN INTEREST IN THE PROPERTY; AMENDING SECTIONS 16.36.010, 16.36.040 AND 16.36.060 TO REMOVE REFERENCES TO CONDOMINIUM PLATS AND TO ESTABLISH PROCEDURAL REQUIREMENTS FOR PROCESSING SHORT PLATS; ADOPTING A NEW CHAPTER 16.37 TO REGULATE CONDOMINIUM PLATS; ADOPTING NEW SECTIONS 16.37.010, 16.37.020, 16.37.030, 16.37.040, 16.37.050, 16.36.060, 16.36.070, 16.36.080 AND 16.37.090 TO ADOPT PROCEDURAL RULES FOR REVIEWING AND APPROVING CONDOMINIUM PLATS INCLUDING APPLICATION REQUIREMENTS, REQUIRED IMPROVEMENTS AND CERTIFICATES, APPROVAL BY THE CITY ENGINEER AND CITY COUNCIL AND ADDITIONAL REQUIREMENTS FOR PHASED CONDOMINIUMS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Chapter 16 - Subdivisions, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of January, 2007.

Warren J. Wilson, Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**GENERAL SERVICES COMMITTEE
MINUTES**

January 08, 2007
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

Ron Edinger
A.J. "AP" Hassell, III
Deanna Goodlander

STAFF PRESENT

Mike Gridley, City Attorney
Kenny Gabriel, Fire Chief
Wendy Gabriel, City Administrator
Doug Eastwood, Parks Department Director

**Item 1. Presentation / Master Plan for Parks & Outdoor Recreation.
(Information Only)**

Doug Eastwood reported that the City had a the City had a Master Plan for Parks and Outdoor Recreation, gathering of information, booth at the Taste of Coeur d' Alene event held August 4, 5, & 6, 2006. During the three day event, 971 surveys were completed. Doug noted that this was the first phase of data collected for the Mater Plan process. Doug reviewed the results of the surveys collected from the Taste of Coeur d' Alene event which included topics such as favorite attractions, facilities that would enhance the community, frequency of visits to Coeur d' Alene parks, visits to Coeur d' Alene parks by season, primary reasons for using Coeur d' Alene parks, reasons for lack of park use, importance of natural open space in Coeur d' Alene, participation in water recreation activities, reasons for lack of use of water recreation facilities, frequency of bike and trail use, community event attendance, desired additional services, and duration of visits to Coeur d' Alene.

Doug also reported that a random mailing has been sent out and the results of that mailing have not yet been completed. Doug indicated that public workshops will be held to solicit additional information, more specifically for needs assessment. They will be January 24th at 11:30 AM at the Lake City Senior Center and January 25th at 6:30 PM at Woodland Middle School. Future meeting will be held with the Chamber of Commerce, Developers and the School District.

INFORMATION ONLY

**Item 2. Change Order No. 1 - G.D. Longwell for Architectural Services for FS No. 2 Training Facility.
(Consent Resolution No. 07-006)**

Chief Gabriel reported that the Fire Department received a Change Order request from G.D. Longwell for Architectural services on the Fire Station No. 2 project. The change is for an expansion of the storage building and a larger scale remodel of the actual station. The requested amount of \$29,000 is still within the original budget and will be covered by the General Obligation fund dollars.

Councilman Edinger asked how much larger the storage building would be. Chief Gabriel said it would be much larger, mainly to accommodate Police Department use.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 07-006 authorizing Change Order No. 1 to the Agreement with G.D. Longwell for the Fire Station No. 2 remodel project.

Item brought forward for discussion.

Councilmember Deanna Goodlander brought up an issue regarding sewer line laterals collapsing and noting that lower income families can't afford to fix them.

MOTION: THE COMMITTEE is requesting staff look for grant funding opportunities and/or other options to fix these collapsed sewer lines.

The meeting adjourned at 4:42 p.m.

Respectfully submitted,

Deanna Goodlander, Chairperson

Juanita Van Cleave
Recording Secretary

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

FUND	BALANCE 11/31/06	RECEIPTS	DISBURSE- MENTS	BALANCE 12/31/06
General-Designated	\$1,020,711	\$365,605	\$14,312	\$1,372,004
General-Undesignated	2,880,566	8,683,225	10,024,574	1,539,217
<u>Special Revenue:</u>				
Library	(112,195)	5,918	74,937	(181,214)
Cemetery	82,201	5,380	12,987	74,594
Parks Capital Improvements	509,008	3,253	6,425	505,836
Impact Fees	2,326,195	204,759	600,000	1,930,954
Annexation Fees	55,259	204,991		260,250
Insurance	2,003,874	36,985	460	2,040,399
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	433,410	3,619		437,029
LID Guarantee	165,002	879		165,881
LID 124 Northshire/Queen Anne/Indian Meadows	60,387			60,387
LID 127 Fairway / Howard Francis	111,410	2,527		113,937
LID 129 Septic Tank Abatement	266,093		500	265,593
LID 130 Lakeside / Ramsey / Industrial Park	237,782			237,782
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	51,266	5,584		56,850
LID 137 Govt Way / Kathleen / WWTP Cap Fees	74,233			74,233
LID 143 Lunceford / Neider	24,212			24,212
LID 145 Government Way	9,617		2,671	6,946
LID 146 Northwest Boulevard	195,148			195,148
LID 148 Fruitland Lane Sewer Cap Fees	11,981	5,177	11,981	5,177
<u>Capital Projects:</u>				
Street Projects	1,241,417	631,910	738,142	1,135,185
2006 GO Bond Capital Projects	5,504,758	6,225	389,371	5,121,612
<u>Enterprise:</u>				
Street Lights	18,291	37,699	60,179	(4,189)
Water	2,834,300	270,556	1,289,893	1,814,963
Water Capitalization Fees	1,231,612	24,769	9,530	1,246,851
Wastewater	2,338,984	5,665,538	424,262	7,580,260
Wastewater-Reserved	1,612,080	27,500	116,687	1,522,893
WWTP Capitalization Fees	6,169,399	98,819	5,193,809	1,074,409
WW Property Mgmt	60,668			60,668
Sanitation	224,487	266,622	260,513	230,596
Public Parking	518,907	62,955	13,213	568,649
Stormwater Mgmt	362,198	109,879	90,403	381,674
Water Debt Service	120			120
Wastewater Debt Service	(282)			(282)
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	138,516	208,974	138,517	208,973
LID Advance Payments	889	125		1,014
Police Retirement	1,337,372	20,224	19,802	1,337,794
Cemetery P/C	1,988,356	4,375	3,175	1,989,556
Sales Tax	1,260			1,260
Fort Sherman Playground	6,079	27		6,106
Jewett House	23,757	104	1,612	22,249
KCATT	3,127	13		3,140
Reforestation	173,175	1,757		174,932
CdA Arts Commission	79		12	67
Public Art Fund	66,859	292		67,151
Public Art Fund - LCDC	121,198	529	2,500	119,227
Public Art Fund - Maintenance	71,434	312	42	71,704
KMPO - Kootenai Metro Planning Org	41,742	11,599	11,013	42,328
BID	105,579	5,852	10,000	101,431
Homeless Trust Fund	251	357	251	357
GRAND TOTAL	\$36,602,773	\$16,984,914	\$19,521,773	\$34,065,914

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 THREE MONTHS ENDED
 31-Dec-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$159,272	\$40,190	25%
	Services/Supplies	32,250	2,614	8%
Administration	Personnel Services	432,434	105,989	25%
	Services/Supplies	51,988	11,613	22%
Finance	Personnel Services	559,360	124,388	22%
	Services/Supplies	123,577	60,639	49%
Municipal Services	Personnel Services	628,167	157,326	25%
	Services/Supplies	417,560	140,920	34%
	Capital Outlay			
Human Resources	Personnel Services	179,426	47,450	26%
	Services/Supplies	52,552	3,140	6%
Legal	Personnel Services	996,154	252,801	25%
	Services/Supplies	86,461	14,098	16%
	Capital Outlay			
Planning	Personnel Services	444,304	113,021	25%
	Services/Supplies	77,000	6,968	9%
Building Maintenance	Personnel Services	193,815	36,686	19%
	Services/Supplies	209,000	27,747	13%
	Capital Outlay			
Police	Personnel Services	7,073,406	1,896,544	27%
	Services/Supplies	558,508	102,823	18%
	Capital Outlay	220,994	9,988	5%
Fire	Personnel Services	4,837,284	1,319,042	27%
	Services/Supplies	371,774	69,800	19%
	Capital Outlay			
General Government	Personnel Services	49,649	1,564	3%
	Services/Supplies	126,982	126,982	100%
Byrne Grant (Federal)	Services/Supplies	77,303	16,602	21%
COPS Grant	Services/Supplies	154,241	37,955	25%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	7,726	32%
	Capital Outlay			
US Streets	Personnel Services	1,686,466	383,651	23%
	Services/Supplies	483,126	75,551	16%
	Capital Outlay	340,000	9,430	3%
Growth Services	Personnel Services	544,329	81,155	15%
	Services/Supplies	653,500	10,684	2%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
31-Dec-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2006	PERCENT EXPENDED
Parks	Personnel Services	981,686	195,203	20%
	Services/Supplies	344,450	39,889	12%
	Capital Outlay	89,000	275	0%
Recreation	Personnel Services	530,273	113,345	21%
	Services/Supplies	160,400	75,236	47%
	Capital Outlay	36,500	33,099	91%
Building Inspection	Personnel Services	751,928	176,321	
	Services/Supplies	40,650	15,137	
Total General Fund		<u>24,779,909</u>	<u>5,943,592</u>	<u>24%</u>
Library	Personnel Services	786,169	178,809	23%
	Services/Supplies	139,205	38,854	28%
	Capital Outlay	51,000	7,453	15%
Cemetery	Personnel Services	155,252	35,461	23%
	Services/Supplies	103,230	13,914	13%
	Capital Outlay	42,000		
Impact Fees	Services/Supplies	2,014,920	645,000	32%
Annexation Fees	Services/Supplies	100,000		
Parks Capital Improvements	Capital Outlay	443,259	22,334	5%
Insurance	Services/Supplies	295,500	1,177	0%
Total Special Revenue		<u>4,130,535</u>	<u>943,002</u>	<u>23%</u>
Debt Service Fund		<u>2,537,634</u>	<u>50,178</u>	<u>2%</u>
Ramsey Road	Capital Outlay	1,660,200	1,811	0%
Govt Way	Capital Outlay		6,925	
Kathleen & Atlas Signal	Capital Outlay		250,481	
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay	200,000	284,596	142%
4th St - Anton to Timber	Capital Outlay		2,769	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	823,000	1,170	0%
Seltice Way	Capital Outlay			
Atlas Road & Hanley Ave Signal	Capital Outlay	200,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		805,341	
Fire Dept GO Bond Expenditure	Capital Outlay		19,627	
Total Capital Projects Funds		<u>2,883,200</u>	<u>1,372,720</u>	<u>48%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
THREE MONTHS ENDED
31-Dec-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 12/31/2006	PERCENT EXPENDED
Street Lights	Services/Supplies	505,592	93,592	19%
Water	Personnel Services	1,174,554	275,687	23%
	Services/Supplies	2,817,514	249,888	9%
	Capital Outlay	2,961,000	1,424,270	48%
	Debt Service	338,000	16,005	5%
Water Capitalization Fees	Services/Supplies	1,160,000		
Wastewater	Personnel Services	1,791,255	413,261	23%
	Services/Supplies	3,307,741	323,808	10%
	Capital Outlay	5,388,114	806,647	15%
	Debt Service	417,850		
WW Capitalization	Services/Supplies	1,293,611		
Sanitation	Services/Supplies	2,806,353	533,620	19%
Public Parking	Services/Supplies	160,132	23,941	15%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	341,865	79,328	23%
	Services/Supplies	506,603	74,534	15%
	Capital Outlay	500,000	3,973	1%
Total Enterprise Funds		<u>25,470,184</u>	<u>4,318,554</u>	<u>17%</u>
Kootenai County Solid Waste			315,912	
Police Retirement		242,150	59,422	25%
Cemetery Perpetual Care		101,500	16,837	17%
Jewett House		29,038	3,950	14%
Reforestation		54,000	4,107	8%
CdA Arts Commission		4,600	333	7%
Public Art Fund		100,000	877	1%
Public Art Fund - LCDC		60,000	2,500	4%
Public Art Fund - Maintenance		1,000	77	8%
Fort Sherman Playground		2,000	198	10%
KMPO		190,400	64,212	34%
Business Improvement District		126,000	20,000	16%
Homeless Trust Fund		5,000	509	10%
Total Trust & Agency		<u>915,688</u>	<u>488,934</u>	<u>53%</u>
TOTALS:		<u><u>\$60,717,150</u></u>	<u><u>\$13,116,980</u></u>	<u><u>22%</u></u>