



Coeur d'Alene

CITY COUNCIL MEETING

November 2, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
OCTOBER 19, 2010**

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 Library Community Room October 19, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

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

PRESENTATIONS:

FINANCE DEPARTMENT: Finance Director Troy Tymesen presented an overview of the Finance Department and how it has taken steps to streamline their operations.

AFFORDABLE HOUSING: Renata McLeod, Project Coordinator, reported on affordable housing in our community. She presented research results dispelling some of the concerns and fears of affordable housing developments.

PUBLIC COMMENT:

Mary Angelfire Gotcha, 1421 N. 9th Street, noted that last week she was in Richland, Washington where she learned to protect herself from psychic vampires. She recalled her encounters with the Police Department arising from charges of trespassing at North Idaho College. She noted that she had changed her name from Mary Barton to Stonecalf Warriorwoman in 2004 and has recently changed her name to Mary Angelfire Gotcha. She claimed that during one stop by a Police officer, she asked him to stop his negative eye rays as they were entering her mind and on another occasion, due to the police officers' negative eye rays she was knocked back against a wall until she put black film behind her glasses. She requested that the Council look into these matters.

TRAFFIC ON ICHABOD LANE: Brian Donnell, 414 E. Ichabod Lane, voiced his concerns that Ichabod Lane has been experiencing increasing traffic and excessive speeds and he fears for the residents as they have children playing in or near the streets. He believes that the City needs to do something about the traffic as he has stopped three vehicles and talked to three drivers this weekend. He suggested that Ichabod Lane be closed by making it a dead end street. Ronnie Donnell, 3110 N. 6th Street commented that he has grandchildren who live on Ichabod Lane and he has also chased people down who he believes have sped down this street. Deacon Easterly,

426 E. Ichabod Lane, would like to see speed bumps on Ichabod Lane. Mayor Bloem asked the Police Dept. to work with these residents and see what can be done.

WWTP STAFF MEMBER INTRODUCED: Jon Ingalls, introduced Michael Taylor, who is the newest WWTP operator in training.

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

1. Approval of minutes for October 5, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, October 25th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-041: 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 APPROVING AN AGREEMENT WITH HDR ENGINEERING, INC. FOR PREPARATION OF A WASTEWATER RATE STUDY AND FINANCIAL PLAN; APPROVAL OF A CONTRACT WITH JUB – EDUCATIONAL CORRIDOR; AND APPROVING THE ANNUAL WAIVER OF COVERED LOAD REGULATIONS CONTAINED IN M.C. 8.36.130 FROM MONDAY, NOVEMBER 9, 2009 THROUGH MONDAY, NOVEMBER 30, 2009 FOR THE ANNUAL FALL LEAF PICKUP PROGRAM.
4. Approval of bills as submitted and on file in the Office of the City Clerk.
5. Approval of Shooting Gallery Permit for Eric Johnson at 403 N. 2nd Street.
6. Approval of beer/wine license transfer from The Office Tavern to Kim Gittel dba Bo Jacks.
7. Approval of cemetery lot transfer from Alice Shove to Virginia Lewis and Steven Shove.

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

COUNCIL COMMENTS:

COUNCILMAN EDINGER: Councilman Edinger announced that absentee voting is now available at City Hall during regular business hours until October 29th.

MAYOR BLOEM: Mayor Bloem invited the public to the annual Mayor's Awards in the Arts to be held this Thursday, October 21st at the Coeur d'Alene Resort.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that The Coeur d'Alene Arts Commission will hold the 15th Annual Mayor's Awards in the Arts celebration this Thursday, October 21st, at 6:00 p.m., at the Coeur d'Alene Resort. Coeur d'Alene Parks Director Doug Eastwood was chosen as the President-Elect of the Idaho Recreation and Parks Association (IRPA). It's new. It's Blue. It's the City of Coeur d'Alene's recycling service which has expanded. Residents are now able to recycle more items with the new, blue 64-gallon recycling carts. For more information about the single-stream recycling program, please call Waste Management at 765-4968 or visit the website at www.wmnorthwest.com/coeurdalene. The Coeur d'Alene Public Library's Pageturner's book club selection for October is "The War Lovers," by Evan Thomas. The discussion will be led by Bob Bennett on Wednesday, October 27, at 10:15

a.m., in the Community Room at the library. The Friends of the Coeur d'Alene Public Library has been recognized by the Idaho Library Association with the "Friend of the Year" Award, a statewide honor given to one "Friend" every year. A public meeting will be held on the Draft FY 2011-2015 Transportation Improvement Plan on October 20th from 4:00 p.m. to 6:00 p.m. at the Post Falls City Hall. The Transportation Improvement Plan is the financially constrained six-year program of highway and transit projects for the Kootenai Metropolitan Planning Organization's planning area which encompasses all of Kootenai County. A workshop about helping trees thrive in the landscape is scheduled for Friday, October 29th at the Trailhead building at Q'emiln Park in Post Falls starting at 9:00 a.m. "Trees in the Landscape 101" is designed for homeowners associations, church trustees, property managers, and any one else who hires, supervises or performs any kind of turf or landscape maintenance activities. There is a \$5 per person registration fee. A registration form is available online at www.communitycanopy.com, or call Katie at 415-0415. Poet and author Philip Burgess will tell a story of Western settlement in his presentation "Penny Post Cards – Homesteading Women," Thursday, October 28th, at 7:00 PM in the Community Room at the Coeur d'Alene Public Library. Coeur d'Alene Recreation Director Steve Anthony received the Outstanding Individual Achievement Award from the Idaho Recreation and Parks Association (IRPA). The Coeur d'Alene Public Library will host a return engagement by classical guitarist Peter Fletcher in a free concert Friday, October 29th, at 7:00 PM in the Library Community Room. Monday, November 8, 2010 marks the start of the City of Coeur d'Alene's annual leaf pick-up program. Please be sure to keep leaves on your property until Monday, November 1st. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area, and do not include bagged leaves, branches, rubble, or refuse. Due to weather conditions, equipment malfunctions, and unforeseen circumstances, city crews are unable to provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Wednesday, November 24, 2010. If you have questions or need additional information please check the website streets.cdavid.org or call the Street Maintenance Information line at 769-2233. You can download a map of all the bike paths and bike lanes in Coeur d'Alene by going to www.cdavidparks.org. Once there, navigate to the trails page and click on the link for maps and brochures. On Wednesday, October 20th, from 5:00 a.m. until approximately 1:00 p.m., 3rd Street will be closed from Sherman Avenue to Lakeside Avenue so that Street Maintenance Department crews may locate a stormwater line. For more information, please contact Jim Wuest at 769-2265.

RESOLUTION 10-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE POLICY FOR FOOD AND / OR ALCOHOLIC BEVERAGE SERVICE AREAS ON PUBLIC SIDEWALKS.

STAFF REPORT: Jon Ingalls reviewed the staff recommendations for improvements to the outdoor eating/sidewalk encroachment permits. One of the changes recommended is extending the hours of outdoor eating to 11 p.m.

Motion by Kennedy, seconded by Goodlander to adopt Resolution No. 10-042.

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

PUBLIC HEARING – O-4-10 – AMENDMENT TO SHORELINE REGULATIONS:

Mayor Bloem read the rules of order for this public hearing. City Attorney Mike Gridley gave the staff Report.

Mr. Gridley explained that for a number of years the City has been involved in litigation regarding Sanders Beach. The parties to the various lawsuits are working towards a comprehensive resolution of the issues involved in the multiple cases including preservation of the swim area at Sanders Beach. The City Council has tentatively agreed, contingent on the public hearing process, to allow fences to be constructed on Sanders beach extending to the shoreline at locations where public and private property abut in order to provide both the public and the private property owners with a clear boundary between public and private property.

Councilman Edinger noted the staff report indicates that there is a separate issue regarding the use of an existing foundation. The report notes that the City has been approached by a party wishing to place a roof on an existing legal non-conforming foundation. The roof would not further block views of the water but would allow the party to use the now enclosed area. This situation is unique and staff is unaware of any other property in this situation.

Mr. Gridley responded that the proposed ordinance amendments will clarify the boundary between public and private property on Sanders Beach and foster the resolution of on-going litigation. Additionally, the ordinance will allow a property owner to use an existing foundation in a manner that will not impact views.

PUBLIC COMMENTS: Jerry Frank, 1425 E. Lakeshore, spoke in support of the proposed ordinance amendments.

Motion by Goodlander, seconded by McEvers to approve the proposed shoreline regulations amendments and direct staff to prepare a finalized ordinance for Council adoption.

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

EXECUTIVE SESSION: Motion by Hassell , seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 § 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: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Goodlander, Aye. Motion carried. Motion carried.

The session began at 7:40 p.m. Members presented were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of labor negotiations. No action was taken and the Council returned to regular session at 8:15 p.m.

EMPLOYEE WORK AGREEMENT AMENDMENTS: Motion by Edinger, seconded by Kennedy to approve the recommendations and direct staff to prepare the necessary amendments to the agreements. Motion carried.

ADJOURNMENT: Motion by Goodlander, seconded by Bruning that this meeting be recessed to October 25th immediately following the 12:00 noon General Services Committee meeting for a Council Workshop to be held in the City Hall former Council Chambers. Motion carried.

The meeting recessed at 8:17 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

**A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE CITY HALL FORMER COUNCIL CHAMBERS
AT 12:00 NOON ON OCTOBER 25, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Hall former Council Chambers on October 25, 2010 at 12:00 noon, there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Mike Kennedy) Members of Council Absent

STAFF: Susan Weathers, Dave Yadon, Wendy Gabriel, Jon Ingalls, Tami Stroud, Mike Gridley, Troy Tymesen. GUEST: Tom Hasslinger, Cd'A Press.

WORKSHOP – AMENDMENT TO OFF-STREET PARKING REGULATIONS:
Dave, Yadon, Planning Director gave the staff report.

Mr. Yadon reported that the proposed amendments are a result of the changes that have occurred in the “planning world”. It has been recommended to all cities across the states to reduce the number of required off street parking requirements by making the minimum the maximum. He also stressed that it is recommended that “quality” should replace “quantity”. Mr. Yadon provided examples of typical lots for both retails buildings and restaurants. He noted that the Planning Commission did a review of existing parking lots to see if the philosophy holds true for Coeur d’Alene. They have also looked at parking requirement departures that have been approved for such things as PUDs, Mill River, Coeur d’Alene Resort, etc. Mr. Yadon noted that the Planning Department did a review of aerial photos and on-site inspections to look at parking lot capacities and their findings revealed that the existing parking lots spaces exceed the normal demand.

Because of the results of their research, the Planning Commission held seven workshops, worked with business owners, architects, developers and other community members of which all were in favor of reducing the number of spaces being required. Mr. Yadon also noted that in regard to multi-family residential facilities, research shows that there is no issue with the amount of off-street parking. Councilman Edinger noted that the City has received complaints regarding the Coeur d’Alene golf course area on East Fairway that tenants are continuously parking on the streets. Mr. Yadon noted that research indicates that the apartment complexes that have tenant garages show that the residents are using the garages for storage and not parking their vehicles.

In summary, the Planning Commission is proposing across the board decreases the number of parking spaces required except for residential parking. He noted that basic amendments of existing regulations include shared parking, reciprocal use, incentives for bicycle facilities and temporary parking for colleges and universities.

Councilman Hassell commented that he has observed that duplexes and triplexes have more tenants per unit than before and thus parking has become a problem in residential neighborhoods. Councilman Edinger asked what can be done with those apartment complexes that have garages that are being used for storage by the tenants and the tenants then park in the streets. Councilman Goodlander noted that some of the apartments charge extra for use of the garages so tenants end up parking in the streets.

Councilman McEvers noted that although the big-box commercial buildings such as a Shopko or Kohl's parking lots may not always be full; however, during the Christmas season the lots are full and overflowing. Councilman Goodlander voiced her concerns over decreasing residential parking space requirements. Councilman Edinger commented that he sees the major parking problems are in the residential areas.

Councilman Goodlander does like the flexibility of the proposed regulations that allow for variances. Mayor Bloem commented that she believes that the regulations are for future developments and cannot correct past and existing parking space requirements. Councilman Bruning noted that he likes the concept of shared-use parking spaces. Councilman McEvers likes the idea of "change of use" regulations.

Motion by Edinger, seconded by Bruning to postpone the public hearing to the first meeting in December. Motion carried.

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

The meeting adjourned at 1:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

RESOLUTION NO. 10-043

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 APPROVING AN AGREEMENT WITH BBC RESEARCH & CONSULTING, INC. FOR HOUSING NEEDS ASSESSMENT AND ANALYSIS; APPROVING S-6-05 – FINAL PLAT APPROVAL WITH MAINTENANCE/WARRANTY AGREEMENT FOR COEUR D' ALENE PLACE, 17TH ADDITION; BID AWARD AND CONTRACT WITH CMEC, INC. FOR WWTP SECOND CLARIFIER NO. 2 COATING REFURBISHMENT; AND APPROVING CHANGE ORDER NO. 1 WITH THORCO, INC. FOR WWTP TO CITY HALL FIBER CONNECTION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Approving an Agreement with BBC Research & Consulting, Inc. for Housing Needs Assessment and Analysis;
- 2) Approving S-6-05 – Final Plat Approval with Maintenance/Warranty Agreement for Coeur d' Alene Place, 17th Addition;
- 3) Bid Award and Contract with CMEC, Inc. for WWTP Second Clarifier No. 2 Coating Refurbishment;
- 4) Approving Change Order No. 1 with Thorco, Inc. for WWTP to City Hall Fiber Connection;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 2nd day of November, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL

DATE: OCTOBER 13, 2010

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: AGREEMENT WITH BBC RESEARCH AND CONSULTING, INC. FOR AN UPDATE TO THE HOUSING NEEDS ASSESSMENT AND ANALYSIS TO IMPEDIMENTS TO FAIR HOUSING

DECISION POINT: To approve an agreement with BBC Research and Consulting, Inc. for professional services which includes an update to the City's 2006 Housing Needs Assessment and the 2008 Analysis of Impediments to Fair Housing.

HISTORY: In July of this year, the State of Idaho, through Idaho Housing and Finance, published a request for proposals (RFP) for professional services to conduct a statewide analysis of impediments to fair housing. The entitlement communities, including Coeur d'Alene, integrated an option within that RFP for individual city analysis. Two proposals were received and reviewed, with BBC Research and Consulting, Inc. being chosen for the statewide plan. After additional negotiations with BBC Consulting, staff recommends entering in to the attached agreement for services to update local information. The housing needs assessment is a valuable document in determining citywide goals for use of the Community Development Block Grant (CDBG) funds, as well as, providing the City with a clear housing needs picture. The analysis of impediments is a requirement of CDBG funding, and should be completed every 3-5 years.

FINANCIAL ANALYSIS: CDBG administration funds will be utilized to pay the contract cost of \$17, 200.00, including any additional costs associated with exercising any options.

PERFORMANCE ANALYSIS: Approving this contract will allow BBC Research and Consulting, Inc. to move forward with their research and provide a finalized document by February 2011.

DECISION POINT/RECOMMENDATION: To approve and agreement with BBC Consulting, Inc. for professional service that include an update to the City's 2006 Housing Needs Assessment and the 2008 Analysis of Impediments to Fair Housing.



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September 30, 2010

Renata McLeod
City of Coeur d'Alene
Delivered via email to: RENATA@cdaid.org

Re: Update to Coeur d'Alene Analysis of Impediments to Fair Housing Choice

Dear Renata:

Thank for the opportunity to update the Analysis of Impediments to Fair Housing Choice (AI) for the City of Coeur d'Alene.

This letter proposal details the tasks BBC Research & Consulting (BBC) would need to complete to update your AI. We have also included an update to the affordable housing modeling we did for your 2006 housing needs assessment; this model would be designed to be updated annually by city staff. The cost for these services appears after the workscope, in addition to information about the members of the project team.

Scope of Work

Task 1 — Project scoping and initiation. Our first task would be to hold a project initiation conference call. This call would be brief, largely dedicated to enhancing BBC's understanding about the city's housing activities and how affordability and the housing market have changed (your perceptions).

Task 2 — Public participation. The amount of public participation required for the community-level AI would depend on how much participation we receive from members of your community through the statewide AI—in addition to your individual needs for public participation.

Stakeholder and public survey. We recommend starting with the administration of a stakeholder and resident survey, similar to the survey we have designed for the state AI. We would add questions specific to Coeur d'Alene as needed.

If the surveys do generate enough responses (75-100, ideally, for each group) for us to gather sufficient information on barriers, we would explore holding focus groups (see below).

We would ask for the city's help in getting the word out about the surveys and, for the public survey, leaving copies of the survey (provided by BBC) at community centers, your (beautiful) library, areas of worship, etc. BBC would provide postage-free envelopes for survey return.

- **Stakeholder/resident focus group (optional).** BBC and Galena Consulting would conduct a focus group and key person interviews, as needed, with persons knowledgeable about housing transactions and fair housing in the city. These key people would include representatives of fair housing organizations, advocacy groups, housing providers and developers, real estate professionals, lenders and others. We would develop focus group and interview scripts and review them with the city prior to conducting the focus/group interviews. The city would assist us in identifying candidates for the focus group and with interviews, as well as scheduling the venues.
- A second option would be an open house or public forum dedicated to sharing information about the AI, in addition to gathering anecdotal information on fair housing violations and housing affordability.

Task 3 — Data collection and research. This task would involve several subtasks as required by HUD's AI regulations:

Protected class concentration. Using data from Claritas (a commercial data provider), we would map and analyze areas of racial and ethnic concentration, concentrations of poverty, areas where persons with disabilities live and areas where single parents live in your community by Block Group.

If data are available from the city, we would overlay the location of community services (e.g.; public transit, parks and recreation, health clinics) with measures of income and race/ethnicity to identify any concerns in equity of service location and provision.

Housing affordability analysis and model development. In this task, we would update the gaps model developed for the 2006 housing needs assessment with current information. We would also design the model for your use, with fields that can be easily updated with minimal data collection. BBC would train staff on how to use the model during a conference call.

Zoning, land use and housing policy review. For this task, BBC's subcontractor Clarion Associates would obtain all city zoning, land use, planning and housing policy plans, ordinances and regulations; review the documents; discuss the documents with planning department staff; and identify any potential barriers to fair housing and fair housing concerns.

Public housing review. *This review will be conducted as part of the statewide AI. The findings about the PHA which has jurisdiction in Coeur d'Alene would be included in the AI.*

Fair lending analysis. For this subtask, we would begin by conducting a review of Home Mortgage Disclosure Act (HMDA) data to identify fair lending concerns, including areas where subprime loans are concentrated. We would map areas of disinvestment/low loan originations and subprime lending

overlain with race/ethnicity and income. We would also identify the primary reasons for loan rejections.

Complaint and legal analysis. In this subtask, the project team would collect data from HUD and any organizations that accept complaints from residents on alleged violations of the Fair Housing Act. We summarize overall trends in fair housing complaints. We would also analyze all recent and current lawsuits related to the Fair Housing Act and violations of the Americans with Disabilities Act.

Task 4 — Conclusions and draft Fair Housing Action Plan. For development of the Fair Housing Action Plan, BBC would draft a section identifying fair housing impediments in the city and, after the city has reviewed the entire draft report, hold a conference call to discuss how the city should address the fair housing impediments. We would also discuss how other players in the community should be involved in carrying out the Fair Housing Action Plan and explore strategies to engage these organizations and individuals.

HUD advises that the AI be available for a 30-day comment period and be reviewed by the public and stakeholders. If desired, BBC or subcontractor Galena Consulting would be available for a presentation during this comment period.

Task 5 — Submission of AI. In this final task we would prepare a final AI report for approval by city council. The project team would provide 25 hard copies of the report and one electronic copy in Adobe Acrobat format.

Project Team

The project team for the proposed project has extensive experience with fair housing research and housing studies in Idaho. Heidi Aggeler, a BBC Managing Director, would manage the study with assistance provided by BBC Associates Kathy Kugel and Rachel Thompson. Jason Steiert, a BBC Research Associate, would assist with research. Paula Lucas, a BBC Senior Project Assistant, would provide administrative and GIS assistance. This team of individuals has worked together extensively on housing studies, including AIs.

BBC Research & Consulting. BBC is one of the oldest and largest privately held economic consulting firms in the Rocky Mountain region. The firm's staff of 25 professionals provide market, policy, economic, financial and statistical research, as well as advisory services for government and business interests alike. Proudly celebrating 40 successful years, BBC's professionals have extensive experience conducting housing studies for governments nationwide. BBC prides itself on tailoring the study process and by producing an organized and clear product that best meets our clients' individual needs.

BBC has a wealth of experience with fair housing studies, Consolidated Plans for Housing & Community Development, housing market analyses, strategic planning and housing needs assessments. We have been conducting HUD-related research since the first requirements for community plans (Comprehensive Housing and Affordability Strategy or CHAS) were issued. Our research team has extensive knowledge of the regulations governing Consolidated Plans and AIs; a

solid reputation with HUD officials; understands how to make the public outreach efforts for such studies successful; and keeps abreast of current issues in the housing industry on a federal level.

Our latest contribution to the fair housing field is an in-depth analysis of HMDA data to identify patterns in high cost lending throughout the State of Colorado. During 2008, as part of a HUD grant awarded to just six communities nationally, BBC led a study on predatory discriminatory lending in Colorado. The study culminated in a press conference with Governor Ritter's office and the Civil Rights Division of Colorado in March 2008.

Heidi Aggeler, BBC Managing Director. Ms. Aggeler has been with BBC since 1998 and currently leads the firm's housing practice. In the past several years, she has conducted fair housing research for the State of Colorado; the City and County of Denver; the counties of Arapahoe and Douglas, Colorado; the cities of Santa Fe, Las Cruces and Albuquerque, New Mexico; Glendale and Avondale, Arizona; McKinney, Mesquite and Plano, Texas; Indianapolis and Lake County, Indiana; Las Vegas, Nevada, and many others. Ms. Aggeler led BBC's completion of the 2003 AI for the City of Las Vegas.

In the fall of 2005, Ms. Aggeler spoke about her research on fair housing issues related to the City and County of Denver at Colorado's affordable housing conference—Colorado Housing NOW!. In 2008, she participated in a press conference with Governor Ritter's office in Colorado summarizing her work on predatory lending. In 2003, she spoke about fair housing research at HUD's regional community development planning conference in Denver.

Prior to her career in consulting, Ms. Aggeler was a bank examiner for the FDIC and a researcher for the Federal Reserve Bank of Minneapolis. Ms. Aggeler has in-depth knowledge of the Home Mortgage Disclosure Act, Community Reinvestment Act, Truth In Lending and fair housing compliance regulations. Ms. Aggeler has volunteered her time and consulting services for many local housing nonprofits and is a board member of a local community development financial institution.

Kathy Kugel, BBC Associate. Ms. Kugel specializes in housing market analyses and modeling. Her emphasis in the firm's fair housing projects is on affordable market analyses, land use/zoning analyses and predatory and fair lending issues. She has completed fair housing/lending studies in Arapahoe, Denver and Douglas counties, Colorado; Las Vegas, Nevada; McKinney and Mesquite, Texas; Pocatello, Idaho; and for the State of Indiana. While a graduate student, Ms. Kugel produced the Consolidated Plan and CAPER for the City of Kansas City, Missouri. She has since completed her Master's in Urban Planning from the University of Kansas.

Rachel Thompson, BBC Associate. Ms. Thompson specializes in socioeconomic and housing market analysis, while incorporating the use of GIS. Her emphasis in the firm's housing projects is on affordability analyses and land use/zoning analyses. She has worked on housing market studies and needs assessments for Adams County, Colorado and Austin, Texas, as well as AIs for Austin, Texas and Santa Clarita, California. Ms. Thompson received her undergraduate degree in Public Policy Studies from the University of Chicago, as well as her Master's degree in Agricultural Economics from Purdue University.

Jason Steiert, Research Associate. His areas of expertise include economic and fiscal impact analyses, housing market analyses, affordable housing studies and easement valuation. He was the lead researcher on a housing market study BBC recently did for the City of Boise. Prior to working for BBC, Mr. Steiert contracted with the Center For Applied Research Inc.—an economic consulting firm in Denver, Colorado—where he assisted in modeling land easement valuations and projecting economic and fiscal impacts of housing developments.

In the summer of 2008, Mr. Steiert completed volunteer work in Honduras with Cover One International (a non-profit organization offering free sports clinics to children). Mr. Steiert is fluent in Spanish.

Paula Lucas, BBC Senior Project Assistant. Ms. Lucas provides project support for BBC Directors, Associates and Research Associates in housing needs assessments, market analyses, and fair housing studies. For all BBC projects, she designs and edits reports; creates maps and graphics for reports and presentations; and assists in the development and administration of surveys and public outreach materials.

Cost

For the individual tasks described above, the costs would be as follows:

- **Project initiation call.** \$300
- **Public participation.**
 - Stakeholder survey. Includes analysis of community-level data, using surveys collected in the statewide study. \$1,500
 - Public survey (online, city distributes hard copies). \$1,500
 - Optional stakeholder focus group or public forum. \$3,000 (per group)
- **Data and analysis.**
 - Protected class concentrations (new maps). \$3,000
 - Housing analysis and model development. \$4,800
 - Zoning/land use analysis (BBC to update existing section. This does not include an independent analysis by Clarion Associates). \$2,000 (for each community analyzed)
 - PHA policy review—N/A, captured in state study
 - Fair lending analysis (updated)—\$2,000
 - Complaint/legal analysis—N/A, captured in state study
- **Fair Housing Action Plan and one presentation.** \$2,400. Includes BBC addressing any comments on the AI from HUD.

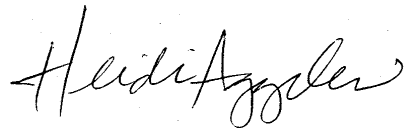
Total cost, includes one visit to Coeur d'Alene for AI presentation and no focus group or public forum = \$17,500.

Timeframe

The scope described above would be completed within a 3 month time frame.

Please contact me at 303.321.2547, x256 or aggeler@bbcresearch.com if you have questions about our recommended scope of work and/or need additional information from us. We are very excited for this opportunity and thank you for thinking of BBC.

Sincerely,

A handwritten signature in black ink that reads "Heidi Aggeler". The signature is written in a cursive style with a large initial 'H' and a long, sweeping tail.

Heidi Aggeler
Managing Director

CONTRACT AGREEMENT

BETWEEN

CITY OF COEUR D'ALENE
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

AND

BBC RESEARCH & CONSULTING
3773 Cherry Creek North, Suite 850
Denver, CO 80209

THIS AGREEMENT is entered into this 2nd day of November, 2010 between the City of Coeur d'Alene (the City) and BBC Research and Consulting (BBC).

WHEREAS, the City desires to retain the services of BBC to perform an update to the 2006 Housing Needs Assessment and the 2008 Analysis of Impediments to Fair Housing for the City of Coeur d'Alene, and

WHEREAS, the City has determined BBC is capable of performing and agrees to perform these services, so therefore, the City and BBC mutually agree as follows:

ARTICLE I. RETENTION

- 1.1 The City hereby retains BBC to perform the duties identified in the Scope of Services, which is hereby incorporated into and made a part of this Agreement as Exhibit "A." The project manager on behalf of the City will be Renata McLeod, Project Coordinator, and the project managers on behalf of BBC will be Heidi Aggeler, Director, and Rachel Thompson, Associate.

ARTICLE II. COMPENSATION

- 2.1 Total compensation to BBC for completion of the services provided in Exhibit "A" will be Seventeen Thousand, Five Hundred Fifty Dollars (\$17,200.00), with the option to add a project initiation call and an additional stakeholder group meeting, as described in Exhibit "A."

ARTICLE III. TERM AND TERMINATION

- 3.1 This Agreement shall commence on, November 2, 2010 and end on February 2, 2011.
- 3.2 This Agreement may be terminated by either party if both parties agree the continuance of this project would not produce beneficial results commensurate with the further expenditure of funds.
- 3.3 This Agreement may be terminated by the City upon 30-day written notification, for any reason. BBC shall be entitled to compensation for any satisfactory work completed on

such documents or other materials that were completed to the satisfaction of the City. Upon termination any completed documents or materials associated with the project will become property of the City.

- 3.4 This Agreement may be terminated by BBC upon a 30-day written notice if BBC determines it cannot for any reason fulfill the terms of the contract set forth in this Agreement.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

- 4.1 BBC shall be responsible for retaining employees required by BBC to perform the services under this Agreement, shall maintain a current policy of workers' compensation insurance or such other workers' compensation coverage as required by law. BBC shall maintain other employee benefits as required by law for BBC's employees. At the request of the City, BBC shall provide evidence of any such coverage.
- 4.2 BBC represents and warrants to the City, that this Agreement has been duly authorized, executed and delivered by BBC and constitutes the binding agreement of the City, enforceable against BBC in accordance with its terms.
- 4.3 This Agreement supersedes all prior understanding and Agreements of the parties and contains the entire Agreement of the parties. This Agreement may not be amended except by written amendment signed by both parties, nor may any rights be waived except by an instrument in writing signed by the party charged by such waiver.
- 4.4 This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.
- 4.5 This Agreement shall be binding and inure to the benefit of the respective parties hereto and their successors, heirs, assigns, executors, administrators and legal representatives.

ARTICLE V. COMMUNICATION

- 5.1 All notices, and correspondence to the City associated with this Agreement will be directed to :

Renata McLeod
Project Coordinator
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

All notices and correspondence to BBC associated with this Agreement will be directed to :

Heidi Aggeler
Director
BBC Research and Consulting
3773 Cherry Creek North Drive, Suite 850
Denver, CO 80209

This Agreement shall be executed simultaneously in duplicate originals, each which shall be deemed an original Agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the day first written above.

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

BBC Research and Consulting

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of November, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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


STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____ of _____, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**CITY COUNCIL
STAFF REPORT**

DATE: November 2, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place 17th Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty seven (27) lot residential development.
2. Acceptance of the installed public road improvements for the Coeur d'Alene Place 17th Addition.
3. Approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: East & west sides of Cornwall Street, north of Sorbonne Drive.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.

FINANCIAL ANALYSIS

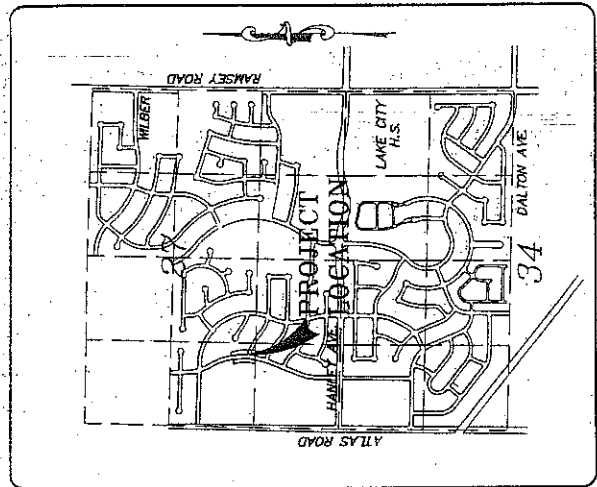
The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate on November 2, 2011.

PERFORMANCE ANALYSIS

The developer has installed all of the required public road improvements (utility infrastructure was previously accepted), and the responsible City department has approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development. The City maintenance will be required to start after the one (1) year warranty period expires on November 2, 2011.

DECISION POINT RECOMMENDATION

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



VICINITY MAP

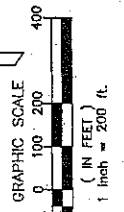
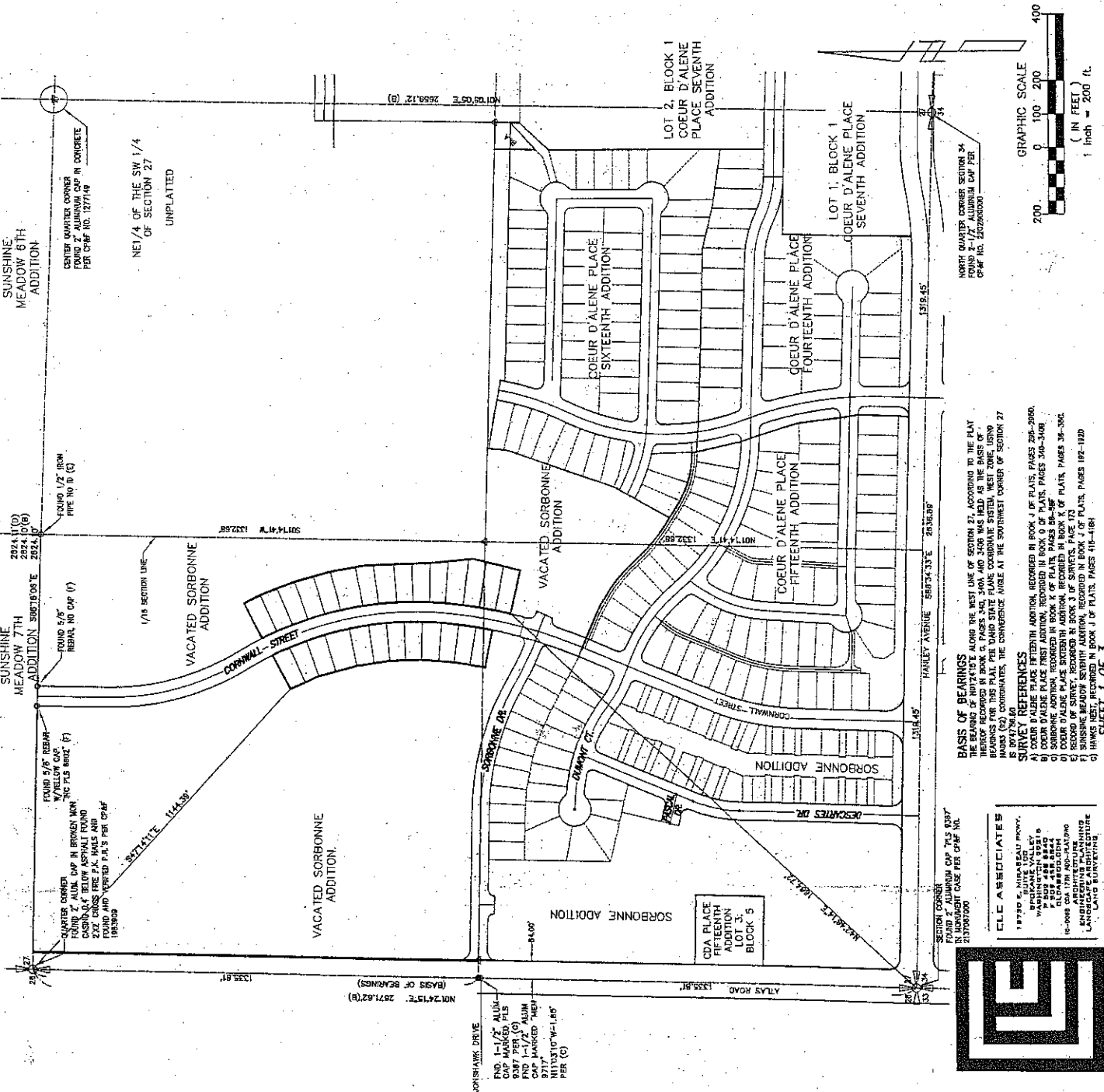
NOT TO SCALE

- LEGEND**
- FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED "JUN 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH DNR CODES 90-1331 AND 90-1333.
 - FOUND 5/8" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "JUN 9717".
 - 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "JUN 9717" OR 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP MARKED "JUN 9717" SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH DNR CODES 90-1331, 90-1332 AND 90-1333.
 - FOUND AS NOTED
 - △ FOUND 6/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED "JUN 9717"
 - ⊙ FOUND 6/8" X 30" REBAR WITH ALUMINUM CAP MARKED "JUN 9717"
 - ① BLOCK NUMBER
- TOTAL AREA=402 ACRES



PRELIMINARY
MAY 5 2010
CLC - SPOKANE

COEUR D'ALENE PLACE SEVENTEENTH ADDITION
A PORTION OF THE SORBONNE ADDITION RECORDED IN BOOK K OF PLATS PAGES 58 THRU 58F AND VACATED PER ORDINANCE NO.3367 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

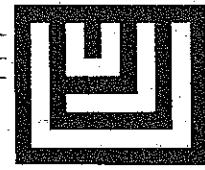


BASIS OF BEARINGS
THE BEARINGS OF THIS PLAT, PER 1940 STATE PLANE COORDINATE SYSTEM, WEST ZONE, ZONE 12, COORDINATES, THE CONVERGENCE ANGLE AT THE SOUTHWEST CORNER OF SECTION 27

SURVEY REFERENCES

- A) COEUR D'ALENE PLACE SEVENTEENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 250-290.
- B) COEUR D'ALENE PLACE FIFTEENTH ADDITION, RECORDED IN BOOK G OF PLATS, PAGES 340-349.
- C) SORBONNE ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 58-58F.
- D) SUNSHINE MEADOW SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 192-192D.
- E) SUNSHINE MEADOW SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 192-192D.
- F) SUNSHINE MEADOW SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 192-192D.
- G) HAWKS NEST, RECORDED IN BOOK J OF PLATS, PAGES 415-418H.

CLC ASSOCIATES
19700 E. MARIETTA PKWY.
SPokane Valley
ID 99037
PHONE: 479-8888
FAX: 479-8888
10-008 008 17th APR-PAIDING
LAND SURVEYING PLANNING
LAND SURVEYING



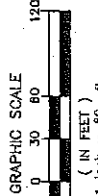
LINE	LENGTH	BEARING
L1	15.36	S02°01'05"E
L2	15.04	S05°18'26"E
L3	30.00	N75°07'34"W
L4	30.00	N75°07'34"W

CURVE	RADIUS	LENGTH	TANGENT	CRD. DIST.	DELTA
C1	1500.00	53.05'	26.53'	53.05'	2°01'35"
C2	1500.00	274.36'	137.56'	273.97'	N11°39'38"E 10°28'47"
C3	1500.00	221.30'	110.65'	221.10'	N10°38'51"E 8°27'11"
C4	1000.00	656.81'	340.74'	645.07'	N12°23'43"W 37°37'57"
C5	1470.00	52.50'	26.25'	52.50'	S10°30'03"W 2°02'46"
C6	1470.00	52.50'	26.25'	52.50'	S08°27'16"W 2°02'46"
C7	1470.00	25.93'	12.96'	25.92'	S08°55'34"W 1°00'38"
C8	970.00	27.28'	13.64'	27.28'	S05°36'55"W 1°36'41"
C9	970.00	59.28'	29.65'	59.27'	S03°03'32"W 3°30'05"
C10	970.00	53.89'	26.95'	53.88'	S03°27'09"E 3°10'59"
C11	970.00	53.89'	26.95'	53.88'	S03°27'59"E 3°10'59"
C12	970.00	53.89'	26.95'	53.88'	S06°38'59"E 3°10'59"
C13	970.00	60.36'	30.19'	60.35'	S10°01'25"E 3°33'54"
C14	970.00	75.45'	37.74'	75.43'	S14°02'04"E 4°27'21"
C15	970.00	60.36'	30.19'	60.35'	S18°02'42"E 3°33'55"
C16	970.00	53.89'	26.95'	53.88'	S21°25'08"E 3°10'59"
C17	970.00	53.89'	26.95'	53.88'	S24°36'08"E 3°10'59"
C18	1030.00	49.05'	24.53'	49.04'	N25°10'15"W 2°43'42"
C19	1030.00	49.05'	24.53'	49.04'	N22°26'33"W 2°43'42"
C20	1030.00	49.05'	24.53'	49.04'	N19°42'51"W 2°43'42"
C21	1030.00	54.93'	27.47'	54.93'	N16°49'19"W 3°03'21"
C22	1030.00	48.05'	24.03'	48.04'	N13°56'48"W 2°43'42"
C23	1030.00	68.67'	34.35'	68.65'	N10°39'21"W 3°49'11"
C24	1030.00	49.05'	24.53'	49.04'	N07°22'55"W 2°43'42"
C25	1030.00	54.93'	27.47'	54.93'	N04°29'23"W 3°03'21"
C26	1030.00	49.05'	24.53'	49.04'	N01°36'52"W 2°43'42"
C27	1030.00	49.05'	24.53'	49.04'	N01°07'50"E 2°43'43"
C28	1030.00	49.05'	24.53'	49.04'	N03°51'33"E 2°43'42"
C29	1030.00	21.53'	10.77'	21.53'	N05°49'19"E 1°11'51"
C30	1530.00	33.62'	16.81'	33.61'	N07°03'01"E 1°15'39"
C31	1530.00	49.35'	24.68'	49.35'	N08°36'13"E 1°50'53"
C32	1530.00	49.36'	24.68'	49.35'	N10°27'07"E 1°50'54"
C33	1530.00	49.36'	24.68'	49.35'	N12°18'01"E 1°50'54"
C34	970.00	552.16'	283.78'	544.73'	S09°53'11"E 32°36'53"
C35	1470.00	150.93'	75.47'	150.88'	S08°56'20"W 5°08'11"
C36	1530.00	181.88'	90.95'	181.57'	N09°49'21"E 6°48'13"
C37	1030.00	592.44'	304.87'	584.31'	M10°03'25"W 32°57'21"
C38	1530.00	44.05'	22.03'	44.05'	N14°02'57"E 1°38'58"
C39	1470.00	85.95'	42.99'	85.94'	N13°11'56"E 3°21'00"

BASE OF BEARINGS
 THE BEARINGS OF THIS PLAT ARE ALIGNED ALONG THE WEST LINE OF SECTION 27, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 6, PAGES 340, 340A AND 340B WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT, PER SAID STATE PLAT COORDINATE SYSTEM, WEST ZONE, USING MADS (92) CONFORMITY TO THE CONFORMANCE TABLE AT THE SOUTHWEST CORNER OF SECTION 27 TO 84°47'28.49"

SURVEY REFERENCES

- A) COEUR D'ALENE PLACE (FIFTEENTH) ADDITION, RECORDED IN BOOK 1 OF PLATS, PAGES 285-290.
- B) COEUR D'ALENE PLACE (FIRST ADDITION), RECORDED IN BOOK 9 OF PLATS, PAGES 340-349.
- C) COEUR D'ALENE PLACE (SEVENTEENTH) ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 35-38.
- D) COEUR D'ALENE PLACE (SEVENTEENTH) ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 35-38.
- E) RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 173.
- F) BUNGEE MEADOW SEVENTH ADDITION, RECORDED IN BOOK 3 OF PLATS, PAGES 187-188.
- G) WANS NEST, RECORDED IN BOOK 7 OF PLATS, PAGES 418-418H.



LEGEND

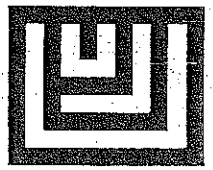
- 1/4" X 3/4" REBAR WITH ALUMINUM CAP MARKED "M&A 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IBAO CODES 50-131 AND 50-133.
- SET 5/8" X 3/4" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "M&A 9717".
- 1/2" X 3/4" REBAR WITH ORANGE PLASTIC CAP MARKED "M&A 9717" OR LEAD PILE WITH "M&A 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IBAO CODES 50-131, 50-132 AND 50-133.
- FOUND AS NOTED
- △ FOUND 5/8" X 3/4" REBAR WITH YELLOW PLASTIC CAP MARKED "M&A 9717"
- ⊗ FOUND 5/8" X 3/4" REBAR WITH ALUMINUM CAP MARKED "M&A 9717"
- ① BLOCK NUMBER

TOTAL AREA-448 ACRES



PRELIMINARY
 MAY 5 2010
 CLC - SPOKANE

COEUR D'ALENE PLACE SEVENTEENTH ADDITION
 A PORTION OF THE SORBONNE ADDITION RECORDED IN BOOK K OF PLATS PAGES 5B THRU 58F AND VACATED PER ORDINANCE NO.3367 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CLC ASSOCIATES
 12720 S. HARBOR AVENUE
 SUITE 100
 WASHINGTON 98516
 P 206 428 4824
 F 206 428 4824
 18-004 DDA (7th ADD-PLAT) 980
 ARCHITECTURE ENGINEERING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of November, 2010 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Liberty Lake, WA 99019, with , Kevin Schneidmiller, Vice President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 17th Addition, a twenty seven (27) lot residential development, in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Coeur d'Alene Place 17th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated June 16, 2010, including but not limited to: concrete roll curb, stormwater drainage swales, drywells and appurtenances, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, street signage, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Nine Thousand Eight Hundred Fifty Five and 00/100 Dollars (\$9,855.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 2nd day of November 2011. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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



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

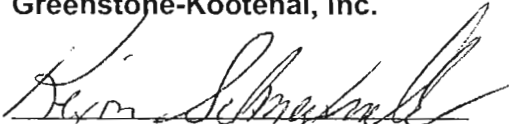
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Greenstone-Kootenai, Inc.



Kevin Schneidmiller, Vice President

Maintenance
Bond
Warranty Term
in years

Bond Number B0341887

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Greenstone Corporation
1421 N Meadowwood Ln # 200 Liberty Lake WA 99019-7616
as Principal, and The Cincinnati Insurance Company, a corporation organized under the laws of the State
and duly authorized to do business in the State of, OH as Surety, are held and firmly bound
unto City of Coeur d'Alene
as Obligee, in the penal sum of Nine Thousand Eight Hundred Fifty Five Dollars and 50/100
(\$ 9,855.50), to which payment well and truly to be made we do bind ourselves, our and each of our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Obligee, dated the _____ day of _____,
_____, a copy of which is hereto attached and made a part hereof, for CdA Place 17th Addition

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that
the work will be free of any defective materials or workmanship which become apparent during the period of
One (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain
in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is
extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 14th day of October, 2010.

PRINCIPAL

Greenstone Corporation

Kelsey Beth Davis
(Witness)

By: [Signature] (Seal)



The Cincinnati Insurance Company

Judy Kaiser-Smith
(Witness)

By: Nicholas W. Paget (Seal)
Nicholas W. Paget, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Nicholas W. Paget; David G. Bulger; Michael B. Cunningham; Edward M. Eugenio; Scott D. McGann; Deborah A. VanSlyke; Lois Lee; Judith C. Kaiser-Smith; Shawn M. Wilson; Judith A. Rapp; Walter W. Wolf and/or James E. Majeskey II

of Spokane, Washington its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 14th day of October, 2010



Gregory J. Schlemmer
Secretary

BN-1005 (10/08)

EXHIBIT "2"

**CITY COUNCIL
STAFF REPORT**

DATE: November 2, 2010
FROM: David E. Shults, Capital Program Manager
SUBJECT: Award of Bid for Coating of WWTP Secondary Clarifier #2

=====

DECISION POINT:

Council approval is requested to authorize the proposed agreement with CMEC, Inc. for coating refurbishment of WWTP Secondary Clarifier #2, for a cost of \$196,696.00.

HISTORY:

Secondary clarifier #2 was constructed in 1985, and due to the corrosive environment, is now in need of coating refurbishment. Coatings are failing and are subjecting the steel structural components to deterioration. The City's wastewater engineering consultant, HDR Engineering contracted with the City to provide specifications and other engineering services for refurbishment of this process structure. Because clarifier #2 is one of two very vital process structures for assuring discharge permit compliance, coating refurbishment work must be accomplished in the winter months when plant flow is at its lowest, and when permit conditions are least arduous. Both clarifiers are critically needed in the warmer months. Secondary clarifier #1 was recoated in the previous winter.

City Council authorized advertisements for bids. Four bids were received, ranging from a low bid of \$196,696 to a high of \$296,007. The engineer's construction cost estimate is a range from \$255,000 to \$308,000 (-10% to +20% accuracy.) The bid forms received from low bidder, CMEC, Inc. were found by staff and HDR Engineering to be responsive to the bid documents. Review of the contractor's public works contractor's license shows that the Public Works License Bureau believes CMEC is qualified and properly licensed to perform the work. Considering this, staff believes that award of the work be given to CMEC, Inc. as the lowest responsive, qualified bidder. The work, critical to the performance of the treatment plant, should begin as soon as possible.

FINANCIAL ANALYSIS:

<u>Estimate for Coating Refurbishment on Sec. Clarifier #2</u>	
City Admin Expenses	1,000
Engineering design, construction engineering, and inspection	43,919
Hazardous Materials Review	1,400
Contractor	196,696
Contingency (5% of engineering and construction)	<u>12,031</u>
Total	\$255,046

Funding The current year FY 2010/11 includes \$340,000 for this project.

DISCUSSION:

Maintenance of the coatings on the metal components of this process structure is necessary to allow the long life expected before total replacement may be necessary. Operation of the treatment plant is

dependent on use of this process structures, and very little time out of service is allowable. It is critical that the work be accomplished quickly and carefully to assure successful completion in the short time that the operators believe is tolerable. Work will include tenting and heating, sand blasting and disposal of existing coatings, application of new coatings and caulk, and special NACE inspection to assure adequate surface preparation and coverage.

RECOMMENDATION:

Council approval is requested to authorize the proposed agreement with CMEC, Inc. for coating refurbishment of WWTP Secondary Clarifier #2, for a cost of \$196,696.00.

Attachment

des1416

SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of **November, 2010**, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**", and **CMEC, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at **1101 W. Grange Avenue, Post Falls, Idaho 83854**, hereinafter referred to as "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for: **Secondary Clarifier No. 2 Coatings**, according to Contract Documents on file in the office of the City Clerk of said city, which documents are entitled: "**Secondary Clarifier No. 2 Coatings**" and are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY**, as hereinafter set forth, the **CONTRACTOR** shall make improvements in said City, furnishing all labor and materials therefor according to said Contract Documents and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

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

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

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, the sum of **\$196,696.00**, as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CITY** has obtained from the Idaho State Tax Commission a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

The **CONTRACTOR** shall be substantially complete with Work related to Secondary Clarifier No. 2 within **sixty (60) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CONTRACTOR** shall complete all Work under this Agreement within **eighty (80) calendar days** of the commencement date given in the Notice to Proceed issued by the **CITY**.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the Secondary Clarifier No. 2 Coatings Work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00 per calendar day**, which sums shall not be construed as a penalty.

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

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

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

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

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

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

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

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

**CONTRACTOR:
CMEC, Inc.**

By: _____
Sandi Bloem, Mayor

By: _____

Title: _____

ATTEST:

ATTEST:

By: _____
**Susan K. Weathers, CMC
City Clerk**

By: _____

Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of November, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of November, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **CMEC, INC**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

GENERAL SERVICES COMMITTEE

Date: Oct 27, 2010

From: Kirk Johnson, Network Systems Admin

RE: Change Order No. 1 - Construction of Fiber and Conduit – WWTP to City Hall

Decision point:

To approve a change order to the current contract to complete both segments for the construction of a fiber optic cable and conduit from 4th and Lakeside, to City Hall; this will connect the Wastewater campus, Fire Station 1, Fire Admin to the Cities fiber network and eliminate a monthly reoccurring lease for fiber.

(This additional construction is possible due to savings realized from the construction of the first segment, and taking advantage of already mobilized construction equipment.)

History:

The Wastewater Treatment Plant is currently connected over a wireless link that has non-line of site between endpoints. It can't provide enough bandwidth or reliability to support the additional staff moving into the new Wastewater Administration offices.

Kootenai County and the City of Coeur d Alene have previously shared fiber leases to interconnect our agencies, and provide data connections between buildings.

Financial Analysis:

Original pricing estimates from 2009 for both segments was \$127,850.

The change order is for the sum of \$29,790 was placed by Thorco, Inc. Thorco is maintaining their rates for materials and labor that were awarded for the construction of the fiber and conduit from the Wastewater treatment plant to Kootenai County Administration. (*Directional boring rate has increased by \$2 per foot, due to increased costs with boring to manholes in the downtown area.*)

General Fund will pay \$7700 from Communications savings and \$5522 from I.T. Automation. The remainder being shared by Water (\$5522), Wastewater (\$5522), and Stormwater (\$5522) to complete this construction.

As an alternative to owning this section of fiber:

Leasing fiber from City Hall to the Kootenai County Administration offices would cost approximately \$700 per month on a 1 year contract.

Performance Analysis:

Several departments need this link for VOIP communications, email, database access, file sharing, and internet.

Quality of Life Analysis:

High speed fiber connections are needed for sharing information between agencies and departments.

Decision point/recommendation:

Approve Change Order No. 1 to provide for completion of both phases of installation of the conduit and fiber optic cable from WWTP to City Hall.

ELECTRICAL CONSTRUCTION

October 26, 2010

Kirk Johnson
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

RE: Fiber path to City Hall from 4th Street and Coeur d'Alene

Dear Kirk:

Pursuant to our discussion yesterday, I am forwarding you a cleaned up copy of the breakdown we reviewed. We have utilized several suggestions by city staff to help reduce the cost of this needed link. This route is approximately 2000' long and we have utilized existing storm sewer, soon to be abandoned, to lower the cost of the most expensive part of the route.


The breakdown is as follows:

Bore 1350' @ \$10.00/foot	\$ 13,500.00
Pull 650' into storm: men and equipment	\$ 1,728.00
Install three vaults @ \$1600.00 each	\$ 4,800.00
Pipe Fittings	\$ 100.00
Conduit 4000' @ \$.80/foot	\$ 3,200.00
GPR and other locating	\$ 400.00
Concrete demolition and grout manholes	\$ 432.00
Fiber and install 3400' @ \$ 1.35/foot	\$ 4,590.00
Fiber terminations 24 @ \$35.00	\$ 840.00
Fiber testing	\$ 200.00
Lump sum	\$ 29,790.00

We have eliminated vaults, only terminated half of the fiber and utilized alternate routing to help reduce the cost. We had to increase the boring cost \$2.00/foot to compensate for bore entry and exit of the storm system which increases difficulty without adding much length. Aside from this unit price increase we have held all the other unit prices quoted on the Northwest Boulevard project. We will include a locate wire at no charge to help keep costs lower. As discussed, city crews will do some minor sidewalk patch, assist in placing a pull line through the storm sewer and help with traffic control while on site on the storm sewer portion of the work.

Thank you for this opportunity to quote this additional work.

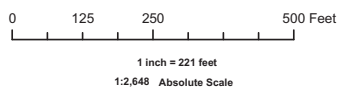
Sincerely,


James M. Thorpe
President



**Diagram 2
Proposed Fiber
KC Admin to City Hall**

- - - Proposed
- - - Existing
- - - Abandoned Stormline
- - - 4th St Conduit
- ✕ Fiber/Valuts
- SW Manholes



End of construction of first conduit segment. Replace this Handhole with larger Spice Vault.

City owned single 2 inch conduit with existing 48 strand Fiber.

City owned (two) 2 inch conduit with existing 48 strand Fiber.

Start Construction of new conduit at end of existing 4th street conduit

Two 2 inch Conduits
1 24 strand Fiber Optic Cable

Pre-Existing Conduit into CH

Stop Conduit Build Here at existing pedestals

CHANGE ORDER

NUMBER 1

PROJECT: WWTP to City Hall Fiber
Connection

OWNER: City of Coeur d'Alene

EFFECTIVE DATE: September 21, 2010

CONTRACTOR: Thorco, Inc.

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

Description: To complete the fiber connection between the WWTP and City Hall

Total cost of Change Order: \$29,790.00

Increase

CHANGE IN CONTRACT AMOUNT:

CHANGE IN CONTRACT TIMES

Original Amount \$36,884.00

Additional 30 days

Net Changes from Previous Change Order None

Prior Contract Price \$36,884.00

Net Increase \$29,790.00

Revised Contract Amount \$66,674.00

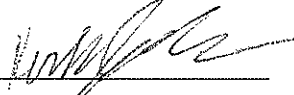
Revised Increase in Days

Revised Completion Date

PREPARED:

APPROVED:

ACCEPTED:

BY 

BY _____

BY _____

TITLE Network Systems Admin

TITLE _____

TITLE _____

DATE 10-27-10

DATE _____

DATE _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 25 October 2010
FROM: Jim Markley, Water Superintendent
SUBJECT: Water Rights Trade request

=====

ACTION REQUIRED: Staff requests conceptual approval of trading surface water rights for ground water rights with the Powderhorn Ranch development and authorization to engage in negotiations.

BACKGROUND: We have been approached again by the Powderhorn Ranch development near Harrison. This item was originally heard in 2007 (staff report attached). They have ground water rights located on the Rathdrum Prairie in the amount of 4.48 cfs (cubic feet per second). The rights they are offering to trade have very old priority dates. They are asking if we would be willing to trade some of our surface rights for these. Our surface right is for 27 cfs. We have met with the Department of Water Resources and it appears that a transfer is feasible if we can come to an agreement with the applicant.

CITY BENEFIT: We are currently pumping near our maximum allowable water rights and despite our conservation efforts we will still need additional water rights in the near future. All existing water rights are currently being adjudicated and we have filed to have the surface rights retained although it is questionable if the State will allow us to do so without having an immediate use for them. The only anticipated use, at this time, is to potentially use a very small fraction of them (less than 2 cfs) for McEuen Field irrigation.

POTENTIAL ISSUES: Water rights issues are receiving heightened scrutiny by the public and it is becoming more difficult to acquire new ones.

RECOMMENDATION: Staff requests support of the concept of trading surface water rights for groundwater rights and authorization for staff to begin negotiations for an agreement with Powderhorn Ranch.

Powderhorn

RANCH

September 15, 2010

Jim Markley, Superintendant
City of Coeur d'Alene Water Department
3820 Ramsey Road
Coeur d'Alene, ID 83815

RE: WATER RIGHT TRADE PROPOSAL

Dear Jim:

As we have discussed by phone, Powderhorn Ranch LLC is interested in discussing the potential of trading water rights with the City of Coeur d'Alene.

Powderhorn Ranch controls two separate groundwater rights, held in the name of Bluewater Development, LLC. The Idaho Department of Water Resources has assigned the numbers 95-2112 and 95-2200 to these water rights. Copies of IDWR's Water Right Reports for these rights are attached. Each right is for 2.24 cfs of groundwater out of the Rathdrum Prairie aquifer and their respective priority dates are 1955 and 1967.

The City of Coeur d'Alene holds surface water right no. 95-4322 which allows the City to withdraw 27.07 cfs of surface water out of Lake Coeur d'Alene. It is our understanding that the City has not used surface water for some period of time and no longer uses surface water in its municipal water system. We believe that there are mutual benefits to trading a portion of these unused surface water rights for our groundwater rights.

We previously met with the Public Works Committee in 2007 to explore this idea. At that time, the Committee felt that Powderhorn Ranch was a little too controversial and early in the approval process. The City of Harrison has now approved the annexation of the Powderhorn Ranch Property with the zoning and a development agreement allowing development of the property to move forward. As a result, we would now like to revisit the potential of a water trade with the City of Coeur d'Alene.

Thank you for considering our request. I look forward to hearing from you on it.

Sincerely,



Rand Wichman
Vice President

Encs.

200 S. Coeur d'Alene Ave., Suite G
P.O. Box 167
Harrison, ID 83833
208.689.9420

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/14/2010

WATER RIGHT NO. 95-2112

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLUEWATER DEVELOPMENT LLC ATTN: JOHN MAGNUSON 1250 NORTHWOOD CENTER CT PO BOX 2350 COEUR D ALENE, ID 83816-2350
Original Owner	LYLE G JACKLIN PO BOX 13128 DISHMAN, WA 99213 (208)682-4312

Priority Date: 06/16/1955

Basis: License

Status: Active

Water Supply Bank Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	/	/	2.24 CFS	
Total Diversion			2.24 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NENW	Sec. 28	Township 51N	Range 04W	KOOTENAI County
GROUND WATER	NWNW	Sec. 28	Township 51N	Range 04W	KOOTENAI County
GROUND WATER	SWNW	Sec. 28	Township 51N	Range 04W	KOOTENAI County

GROUND WATER	SENW	Sec. 28	Township 51N	Range 04W	KOOTENAI County
--------------	------	---------	--------------	-----------	-----------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION KOOTENAI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
51N	04W	28		NENW	40		NWNW	40		SWNW	40		SENW	40

Total Acres: 160

Conditions of Approval:

1.	1 P/D CENTER OF NW1/4, S28, T51N, R4W.
----	--

Dates:

Licensed Date: 08/26/1957

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s):BLUEWATER DEVELOPMENT LLC

Lease Status: Active

Lease Amount: All

Rental Availability: All

Date Received: 2/19/2008

Lease Begin Date: 2/19/2008

Expiration Date: 12/31/2009

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

9/14/2010

WATER RIGHT NO. 95-2200

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLUEWATER DEVELOPMENT LLC ATTN: JOHN MAGNUSON 1250 NORTHWOOD CENTER CT PO BOX 2350 COEUR D ALENE, ID 83816-2350
Original Owner	LYLE G JACKLIN PO BOX 13128 DISHMAN, WA 99213 (208)682-4312

Priority Date: 02/03/1967

Basis: License

Status: Active

Water Supply Bank Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	3/15	11/15	2.24 CFS	549.5 AFA
Total Diversion			2.24 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNW	Sec. 28	Township 51N	Range 04W	KOOTENAI County
--------------	------	---------	--------------	-----------	-----------------

Place(s) of use:

Place of Use Legal Description: IRRIGATION KOOTENAI County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
51N	04W	28		NENE	39		NWNE	39		SWNE	40		SENE	39

Total Acres: 157

Dates:

Licensed Date: 09/25/1979

Decreed Date:

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal:

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

Lessor Name(s):BLUEWATER DEVELOPMENT LLC

Lease Status: Active

Lease Amount: All

Rental Availability: All

Date Received: 2/19/2008

Lease Begin Date: 2/19/2008

Expiration Date: 12/31/2009

Close

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 12 February 2007
FROM: Jim Markley, Water Superintendent
SUBJECT: Water Rights Trade request

=====

ACTION REQUIRED: Staff requests authorization to engage in negotiations regarding the trade of surface water rights for ground water rights.

BACKGROUND: We have been approached by Phil Boyd of Welch Comer Engineers who is representing a developer working on a project near Harrison. The developer has ground water rights located on the Rathdrum Prairie in the amount of 4.48 cfs (cubic feet per second). His initial offer is to trade those ground water rights for 8.96 cfs of our surface water rights (we have 27 cfs) from the lake. On January 29th, Jennifer Tinkey (Legal) and I met with Bob Haynes (the regional director of the Department of Water Resources), along with Phil Boyd (the Developer's Engineer), and Chris Meyers (the Developer's Attorney), to discuss the feasibility of this request. Based on feedback from Bob Haynes it appears that a transfer is feasible if we can come to an agreement with the applicant.

CITY BENEFIT: At current growth rates we expect to need an additional well within five years. The location will be in the Hawks Nest subdivision (a well site was required as part of the subdivision approval). We are securing the existing irrigation rights for the property that is being subdivided and together with these additional rights there should be enough for a City production well. We hope to delay the need for the new well through our conservation efforts but even in the best case I anticipate we will need a new well within ten years. These rights will need to be secured in order to put a new well into service. The proposed process does not create new water rights on the aquifer but just relocates existing ones. The only future use of our existing surface rights that we can anticipate is potentially using a very small fraction of them (less than 2 cfs) for McEuen Field irrigation.

POTENTIAL ISSUES: Water rights issues are receiving heightened scrutiny by the public.

RECOMMENDATION: Staff requests support of the concept to trade surface water rights for groundwater rights and authorization to negotiate an agreement.

February 12, 2007
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Phil Boyd, Item #1
Dave Clark, Item #4

STAFF PRESENT

Jim Markley, Water Superintendent
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Sid Fredrickson, WW Supt.
Warren Wilson, Deputy City Attorney
Dave Shults, Capital Program Manager
Terry Pickel, Asst. Water Superintendent
Jennifer Tinkey, Asst City Attorney

Item 1 Water Rights Trade Request

Jim Markley, Water Superintendent, presented a request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights. Mr. Markley explained that the City has been approached by Phil Boyd of Welch Comer Engineers who is representing a developer working on a project near Harrison. The developer has ground water rights located on the Rathdrum Prairie in the amount of 4.48 cfs (cubic feet per second). His initial offer is to trade those ground water rights for 8.96 cfs of the City's surface water rights from the lake. It appears that the transfer of the rights would be a pretty straightforward process, but the rights would still need to be adjudicated. Mr. Markley stated that the City has not used its water rights on the lake since the mid-1980's, but the lake water facility has been kept in working order in the event of an emergency. Discussion ensued regarding whether there was a precedent in other cities. Mr. Boyd mentioned that he was told that similar transitions have been completed in Southern Idaho. Potential benefits to the City were discussed, which included the possibility of acquiring extra groundwater rights to be used for a future production well. Councilman Reid expressed concern regarding the adjudication of water rights and how it might affect the city in the long run. She also questioned why the City would want to give up almost a third of their lake water rights in the event that they would be needed at some future time. After further discussion, the committee decided to recommend to the Council that the request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights be denied.

MOTION: RECOMMEND Council deny staff's request for authorization to engage in negotiations regarding the trade of surface water rights for ground water rights.

**Item 2 Agreement for Professional Engineering Services with J.U.B. Engineers, Inc.
- Request for Approval of Amendment No. 4**

Consent Calendar

Sid Fredrickson, Wastewater Superintendent, presented a request for approval of Amendment No. 4 to the agreement with J.U.B. Engineers, Inc. for professional engineering services associated with collection system development and rehabilitation at a cost not to exceed \$101,800.00. Pursuant to the staff report submitted, Amendment No. 4 would provide for CIPP/Open Trench Sewer Rehabilitation, GIS Upgrades, and Inflow Identification. Funds left over from Amendment No. 3 would also be used for the GIS upgrades, and inflow identification. Mr. Fredrickson noted that the cost per lineal foot of the CIPP rehabilitation and Open Trench pipe replacement has decreased from \$51.41 per lineal foot in 2005, to \$45.45 per lineal foot in 2007.

This is due to increased competition from contractors. Councilman Kennedy asked how the Wastewater Department determines the locations they will be working on. Mr. Fredrickson responded that they concentrate on the older parts of town and depending on the condition of the pipe joints, they make a determination if they can proceed with CIPP rehabilitation or pipe replacement.

MOTION: RECOMMEND Council approval of RESOLUTION No. 07-___ approving Amendment #4 in the amount of \$101,800.00 to the City's agreement J.U.B. Engineers, Inc., associated with collection system development and rehabilitation.

Item 3 4th Street Well Rehabilitation Project
Consent Calendar

Terry Pickel, Assistant Water Superintendent, presented a request for approval of bid specifications and authorization to solicit bids for the rehabilitation of the 4th Street Well. Mr. Pickel explained that the pump was last removed in 1995 due to a taste and odor problem and a rubber packer was installed to seal off the upper water bearing zone in an attempt to remedy the problem. Production capacity was significantly reduced to approximately 2000 gpm as a result. Since then, the rubber packer was deflated in 2002 and there have been no additional taste or odor problems encountered. Staff proposes to increase the pumping capacity of the well from 200 gpm to 3000 gpm by replacing the old steel pump shafts with new stainless steel shafts, a new set of pump bowls capable of a minimum of 3000 gpm and repairs to the 400 Hp motor. Councilman Reid questioned why the City would not want to pump 3600 gpm from the well since it used to pump water at that rate. Mr. Pickel responded that they would like to do that, but would prefer to proceed cautiously at first. As part of the rehabilitation project. Mr. Pickel stated that the Water Department plans to implement a maintenance program based upon the expected lifespan of 18 to 20 years for a pump rebuild. This extended lifespan is due to the exceptional water quality we are fortunate to have in this area. Mr. Pickel indicated that the project will cost approximately \$48,000 which is covered in the operations and maintenance budget.

MOTION: RECOMMEND Council approval of the bid specifications as submitted and authorizing the solicitation of bids for the 4th Street Well Rehabilitation Project.

Item 4 Wastewater Mini-Workshop – Advanced Treatment Process Selection
For Information Only

Sid Fredrickson, Wastewater Superintendent, and Dave Clark of **HR Engineering (???)** presented a Powerpoint update regarding wastewater facilities planning an update on the NPDES Discharge Permit. Mr. Fredrickson indicated that the challenges faced this year by the Wastewater Department included the plant construction, pilot testing of new processes, and meeting the ammonia limits. He further explained that permit limits are typically written for the most sensitive months, and include a maximum monthly amount, and a maximum daily limit. In regard to the Effluent NPDES Discharge Permit, Mr. Fredrickson stated that the EPA writes the permit but the Idaho Department of Environmental Quality has to do a 401 Water Quality Certification. The ammonia and phosphorous limits are the key issue. The EPA has agreed to a nine year compliance schedule and Mr. Fredrickson stated that the City should get a draft permit sometime mid-2007.

Potential challenges include the permit limits, compliance schedule challenges, and future Spokane River quality issues. Mr. Clark compared the city's historical discharge data to the potential limits and also discussed the existing treatment process limitations. The four pilot studies that were performed last summer were compared and pros and cons were discussed. The cost for implementing these new

processes would cost somewhere between \$30 million and \$60 million depending upon what process was chosen.

Effluent management options were also discussed, which included a water reclamation facility, seasonal urban irrigation, individual reuse, groundwater recharge, and wetlands restoration. Mr. Clark suggested a potential water reuse project this summer providing irrigation water for the berm around the new plant perimeter. Other potential sites included area cemeteries, Winton Field, Memorial Field and City Park.

The 9 year compliance schedule was discussed and milestone events were reviewed. Councilman Reid suggested partnering with the University of Idaho in recruiting and training individuals who would be qualified to provide support for such a sophisticated wastewater processing plant.

MOTION: NO MOTION. For information only.

The meeting adjourned at 5:31 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

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

[Office Use Only] Amt Pd 83.32
 Rec No 521271
 Date 11-2-2010
 Date to City Council: 11-2-2010
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 11-3-2010

Check the ONE box that applies:


<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Pro-rated to March 1

Business Name	Nandy mart II
Business Mailing Address	2703 N. Radiant Star Rd.
City, State, Zip	Post Falls ID 83854
Business Physical Address	811 N. 4th St.
City, State, Zip	Coeur d Alene ID 83814
Business Contact	JEFF MOSS. Business Telephone: 208-664-1166 Fax: 208-773-0522
License Applicant	JEFFREY S. MOSS
If Corporation, partnership, LLC etc. List all members/officers	

**CITY COUNCIL
STAFF REPORT**

DATE: November 2, 2010
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Sorbonne 1st Addition: Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, an eighteen (18) lot residential development.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: South of Dumont Drive, between Cornwall Street and Descartes Drive.
- c. Previous Action:
 1. Final plat of Sorbonne Addition, September 2007

FINANCIAL ANALYSIS

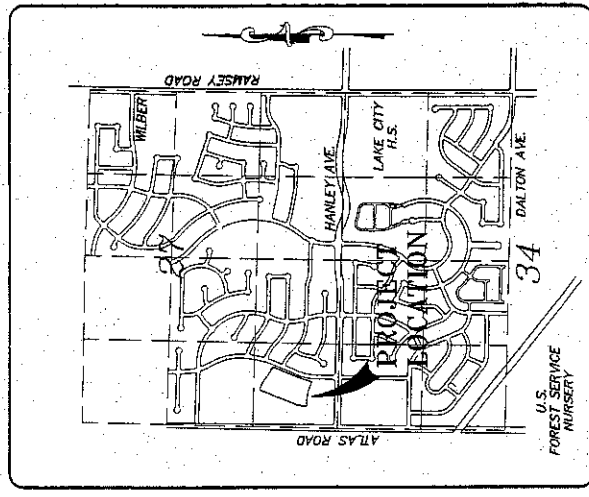
There are no financial agreements necessary for this phase of the development.

PERFORMANCE ANALYSIS

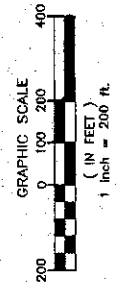
The developer previously installed all of the required utility infrastructure with the Sorbonne Addition (2007), and the internal alley access is private and under the management of the homeowners association.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.



VICINITY MAP
NOT TO SCALE



LEGEND

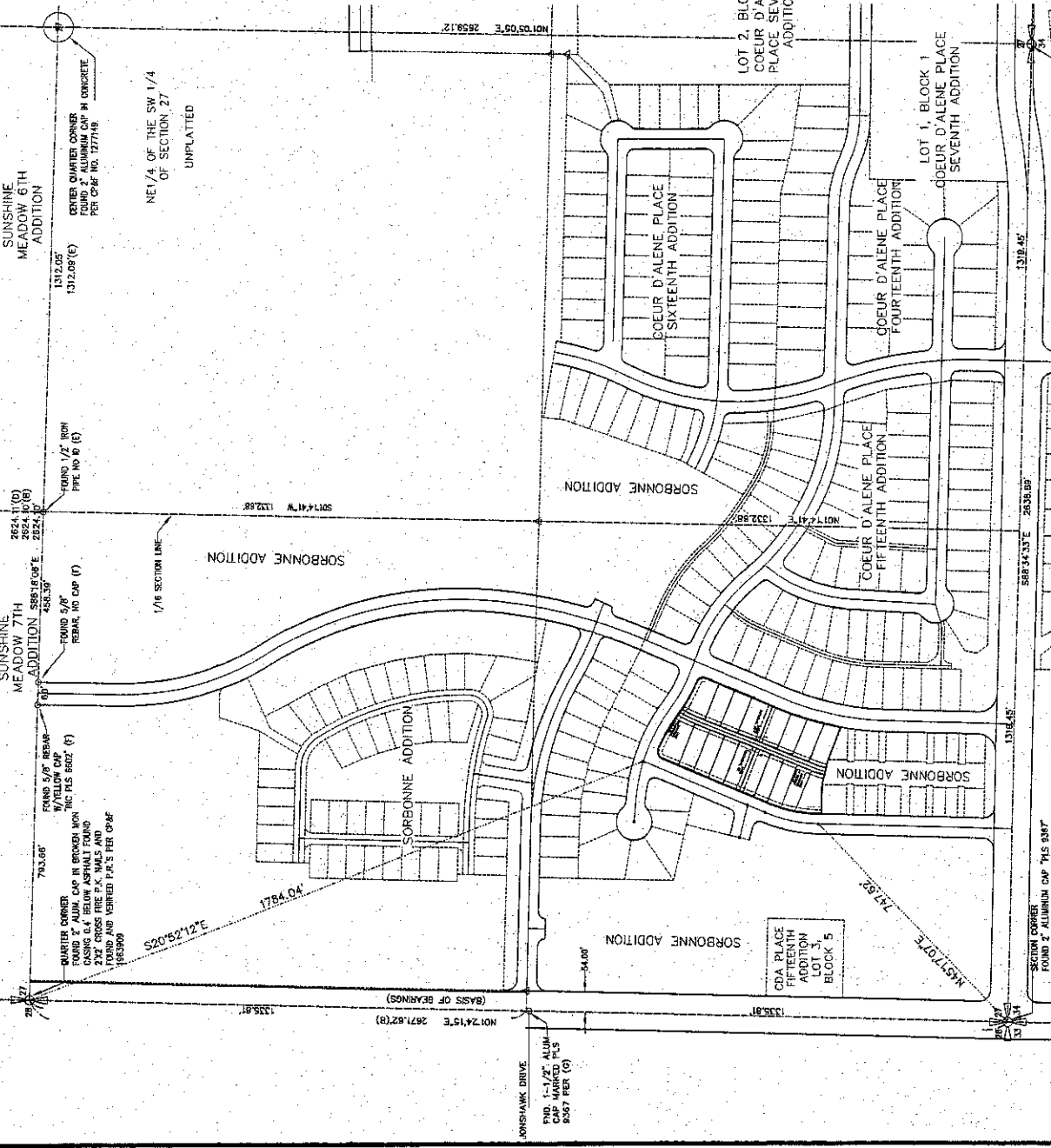
- 5/8" x 30" REBAR WITH ALUMINUM CAP MARKED "M&A 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH DAHO CODES 90-1331 AND 90-1333.
- 5/8" x 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "M&A 9717".
- 1/2" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "M&A 9717" OR LEAD PLUS WITH TAG "M&A 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH DAHO CODES 90-1331, 90-1332 AND 90-1333.
- REBAR AS NOTED
- ▲ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "M&A 9717"
- ⊙ FOUND 5/8" x 30" REBAR WITH ALUMINUM CAP MARKED "M&A 9717"
- ④ BLOCK NUMBER

TOTAL AREA=569 ACRES



SORBONNE 1ST ADDITION

BEING A REPLAT OF LOTS 13 THRU 24, BLOCK 1 AND LOTS 13 THRU 24, BLOCK 2 AND A PORTION OF TRACT B OF SORBONNE ADDITION, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

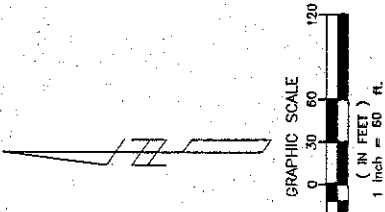


BASIS OF BEARINGS
THE BEARINGS OF THIS PLAT ARE ALONG THE WEST LINE OF SECTION 27, ACCORDING TO THE PLAT THEREBY RECORDED IN BOOK 6, PAGES 340, 340A, AND 340B WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. PER DAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING IS 00A/2010.

SURVEY REFERENCES
A) COEUR D'ALENE PLACE FIFTEENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 205-2050.
B) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 340-340B.
C) SORBONNE ADDITION, RECORDED IN BOOK 4 OF PLATS, PAGES 98-98F.
D) RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 123.
E) SUNSHINE MEADOW SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 182-1820.
F) HAWKS NEST, RECORDED IN BOOK J OF PLATS, PAGES 418-418H.

ELC ASSOCIATES
13750 E. HILLCREST HWY.
BOISE, IDAHO 83737
APPROXIMATE VALLEY
PHONE 468-8840
FAX 468-8840
10-000 SORBONNE PLATINGS
ENGINEERING PLANNING
LAND SURVEYING



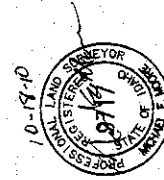


- LEGEND**
- ① 5/8" x 30" REBAR WITH ALUMINUM CAP MARKED "NEW 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH DASH CODES 50-1321 AND 50-1333.
 - ② SET 5/8" x 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "NEW 9717".
 - ③ 1/2" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "NEW 9717" OR LEAD PLUG WITH TAG "NEW 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH DASH CODES 50-1331, 50-1332 AND 50-1333.
 - FOUND AS NOTED
 - △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "NEW 9717"
 - ⊗ FOUND 5/8" x 30" REBAR WITH ALUMINUM CAP MARKED "NEW 9717"
 - ④ BLOCK NUMBER

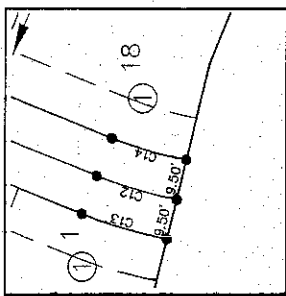
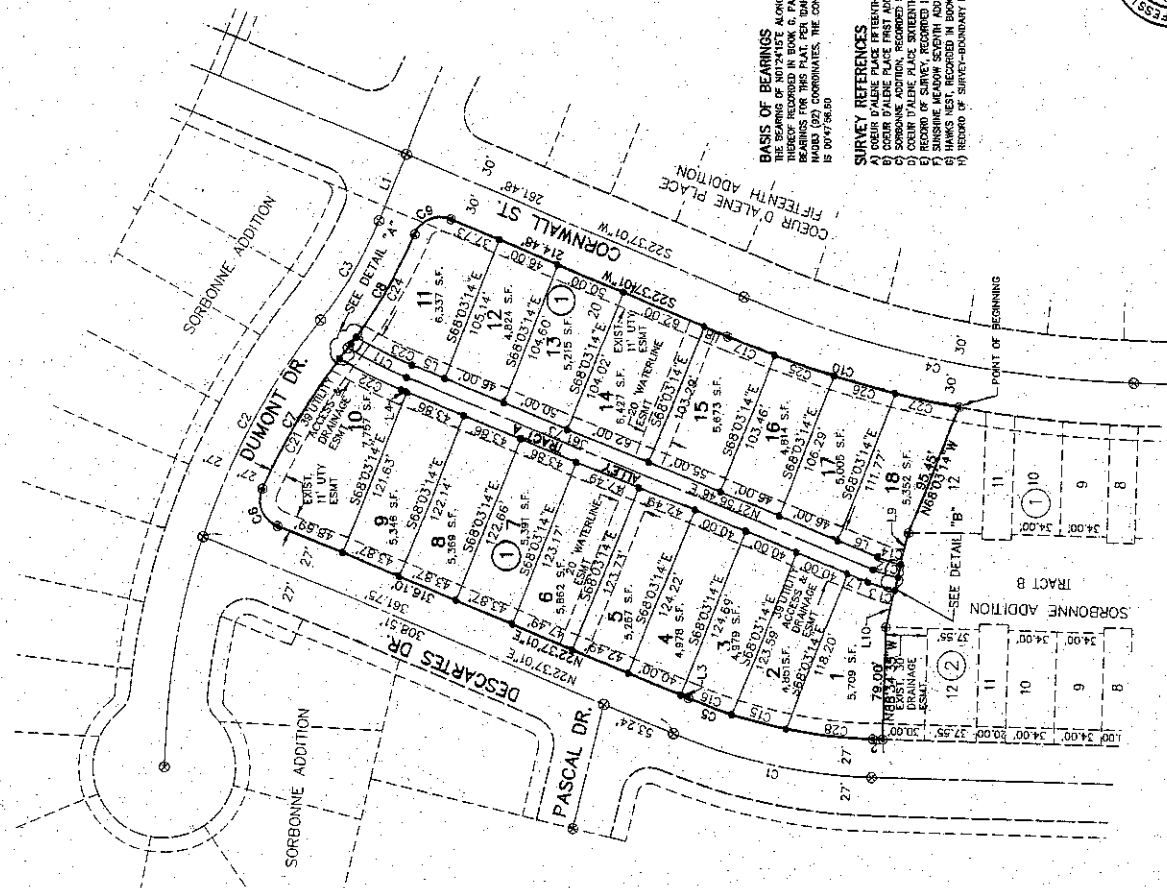
TOTAL AREA=568 ACRES

BASIS OF BEARINGS
 THE BEARINGS OF THIS PLAT ARE THE BEST USE OF SECTION 27, ACCORDING TO THE PLAT. BEARINGS FOR THIS PLAT, FOR WHICH STATE PLATE COORDINATE SYSTEM, BEST ZONE, USING HEDD (02) COORDINATES, THE CONVERGENCE ANGLE, AT THE SOUTHWEST CORNER OF SECTION 27 IS 00°47'56.50"

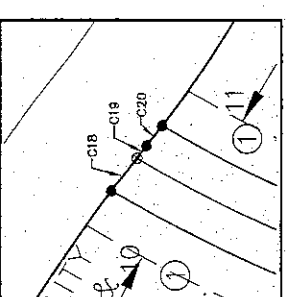
SURVEY REFERENCES
 A) RECORD OF SURVEY, RECORDED IN BOOK 1 OF PLATS, PAGES 295-300.
 B) COEUR D'ALENE PLACE EXTENSION, RECORDED IN BOOK 4 OF PLATS, PAGES 395-398.
 C) COEUR D'ALENE PLACE EXTENSION, RECORDED IN BOOK 4 OF PLATS, PAGES 395-398.
 D) COEUR D'ALENE PLACE EXTENSION, RECORDED IN BOOK 4 OF PLATS, PAGES 395-398.
 E) RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 73.
 F) HANKS, RECORDED IN BOOK 1 OF PLATS, PAGES 408-409.
 G) RECORD OF SURVEY-BOUNDARY USE ADJUSTMENT RECORDED IN BOOK 28 OF SURVEYS, PAGES 428 AND 429A.



SORBONNE 1ST ADDITION
 BEING A REPLAT OF LOTS 13 THRU 24, BLOCK 1 AND LOTS 13 THRU 24, BLOCK 2 AND A PORTION OF TRACT B OF SORBONNE ADDITION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



DETAIL "A"
 SCALE: 1"=20'



DETAIL "B"
 SCALE: 1"=20'

CURVE	RADIUS	LENGTH	TANGENT	CORD.	BRG.	DELTA
C1	400.00	147.96	74.63	147.12	S107°13' W	2111.36
C2	500.00	173.99	87.68	172.72	N61°47'17" W	1933.32
C3	300.00	81.37	40.94	81.12	S59°38'45" E	1537.28
C4	780.00	288.91	145.92	288.87	S120°14' W	2111.36
C5	373.00	137.97	69.78	137.19	N120°14' W	2111.36
C6	20.00	31.82	20.40	21.52	N68°11'25" E	9108.48
C7	473.00	118.63	59.73	118.52	S59°02'21" E	1423.40
C8	327.00	89.39	44.97	89.10	S59°40'20" E	1539.37
C9	20.00	31.46	20.04	28.31	S22°24'37" E	9002.11
C10	810.00	175.42	88.05	175.07	S16°24'47" W	1224.29
C11	607.00	146.83	73.51	146.89	S26°18'32" W	8345.32
C12	103.00	19.27	9.64	19.13	S18°28'18" W	1190.53
C13	109.50	20.56	10.32	20.33	S16°33'42" W	1118.46
C14	90.50	17.87	8.95	17.83	N16°17'23" E	1118.46
C15	373.00	40.38	20.21	40.36	S14°15'43" W	5151.13
C16	373.00	34.20	17.11	34.19	S19°58'25" W	5151.13
C17	810.00	36.26	18.13	36.26	S21°20'04" W	2335.54
C18	473.00	9.56	4.78	9.56	N52°52'05" W	109.28
C19	473.00	3.69	1.85	3.69	N52°03'55" W	078.50
C20	327.00	5.88	2.94	5.88	S52°21'26" E	101.51
C21	473.00	105.58	53.01	105.36	S59°50'30" E	1247.22
C22	316.50	49.45	24.78	49.40	S20°25'20" W	8157.09
C23	287.50	44.30	22.19	44.26	N26°12'44" E	831.57
C24	327.00	83.49	41.96	83.27	S50°11'15" E	1437.48
C25	810.00	46.09	23.05	46.09	S18°25'19" W	315.37
C26	810.00	48.33	23.17	48.33	S15°09'11" W	316.39
C27	810.00	46.73	23.37	46.72	S11°51'42" W	318.20
C28	373.00	63.39	31.77	63.31	N08°17'31" E	9744.13

LINE	LENGTH	BEARING
L1	50.72	S67°22'59" E
L2	7.50	N01°25'25" E
L3	5.83	N22°37'01" E
L4	4.14	S21°56'46" W
L5	25.22	N21°56'46" E
L6	31.52	N21°56'46" E
L7	16.03	S21°56'46" W
L8	18.74	S22°37'01" W
L9	22.98	N70°14'00" W
L10	26.70	N75°14'00" W



ELC ASSOCIATES
 15728 SUNNYSIDE PKWY.
 BOISE, IDAHO 83725
 MICHAEL E. SORBONNE
 LICENSE NO. 12743
 800-558-8822
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CITY COUNCIL STAFF REPORT

DATE: October 26, 2010
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS USED EQUIPMENT**

DECISION POINT:

The purpose of this report is for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to auction.

HISTORY:

For many years we had partnered with the School District and Kootenai County to provide an auction for us to surplus used equipment. The last several years the county and school district have used a reputable auction house to clear their used items. We have used the clearing house for a few vehicles in the past and this works well. We no longer have space at the Ramsey site for storage between auctions nor is it feasible to hold our own auction.

PERFORMANCE ANALYSIS

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

FINANCIAL ANALYSIS

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. Very minimal cost to the department for us to shuttle items to Post Falls.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.


FALL 2010 SURPLUS VEHICLES

1996 FORD CROWN VICTORIA 95769 MILES
VIN# 2FALP71W8TX125831 (OLD ADMIN 101)

1989 GMC S15 PICK UP 101923 MILES
VIN# 1GTCS14E0K2524064 (OLD PARKS 805)

1987 CHEVY S10 PICK UP 103429 MILES
VIN# 1GCCS14E1H8168407 (OLD PARKS 813)

**CITY COUNCIL
STAFF REPORT**

DATE: November 2, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **East Linden Professional Office Building Condominiums: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a one (1) building, three (3) unit commercial condominium development.

HISTORY

- a. Applicant: Clovis-Hubof Joint Venture, LLC
302 E. Linden Avenue
Suite 101
Coeur d'Alene, ID 83814
- b. Location: Southeast corner of Linden Avenue and 3rd Street.

FINANCIAL ANALYSIS

There are no financial agreements necessary for this condominium development.

PERFORMANCE ANALYSIS

All development issues were addressed during the construction of the condominium facility, and have been completed to the satisfaction all affected departments.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

EAST LINDEN PROFESSIONAL OFFICE BUILDING

LOTS 11 AND 12, BLOCK 4, AMENDED PLAT OF SIMM'S ADDITION,
SW4 SEC. 12, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

LINDEN AVENUE
(60' ROW)

3RD STREET
(80' ROW)

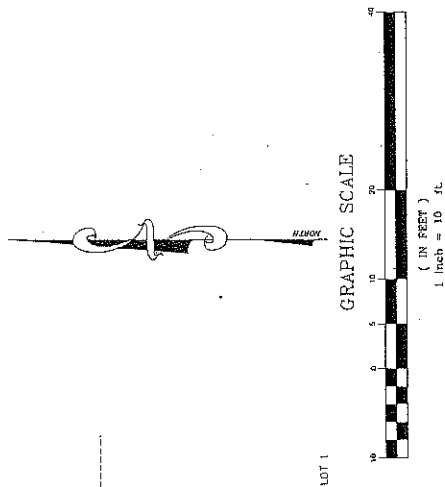
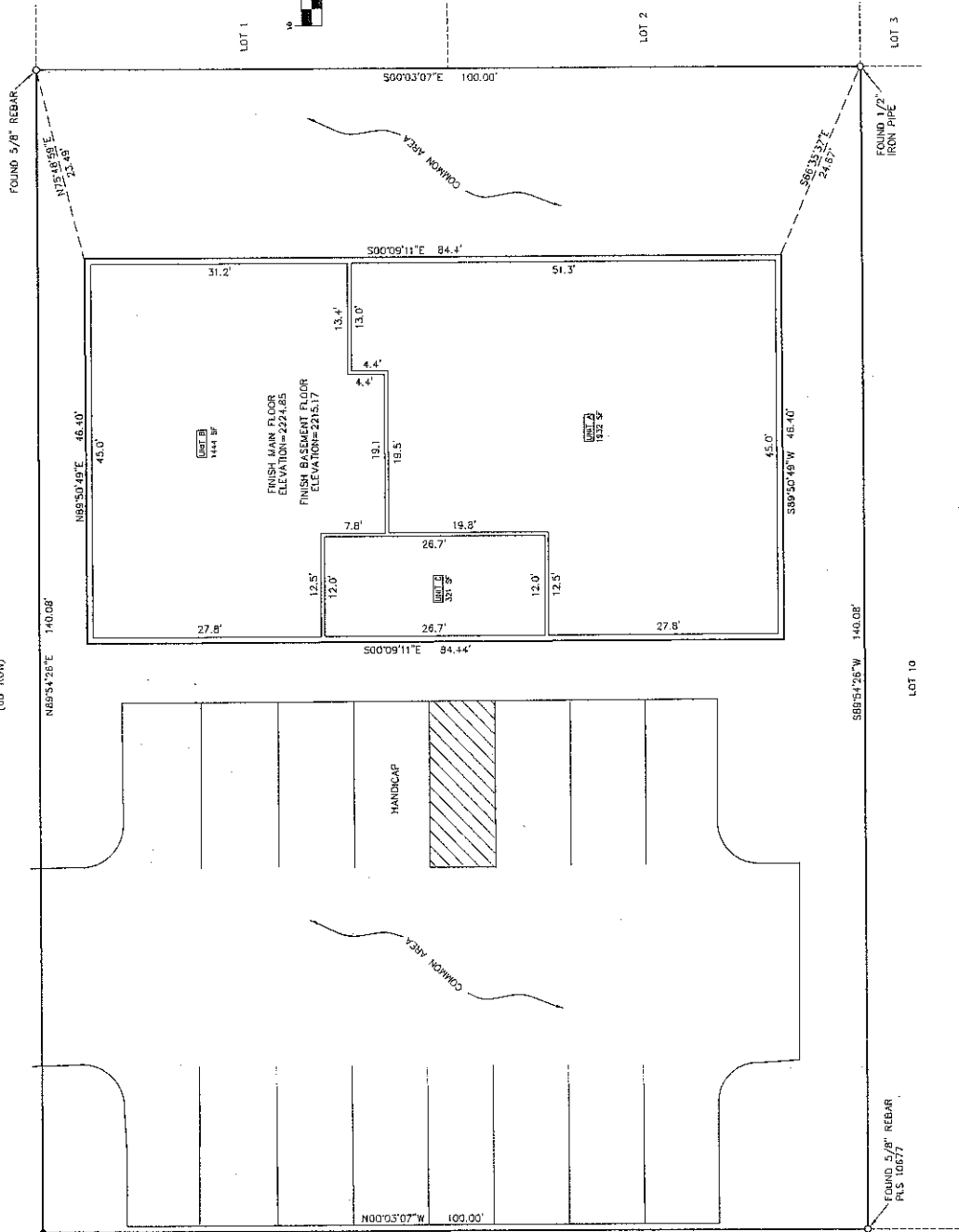
BASIS OF BEARING
CITY DATUM NAD 83 - 1992 ADJUSTMENT
S01°02'46"W 2844.57'

GRID
N = 98853.54
E = 2368155.90
Δ = 0.04559"
C.M.F. = 1.000069

WA SEC 12
FOUND. ALUMINUM CAP
IN CITY MONUMENT BOX
C.P.M.F. 1657182

N127°27'17"W
1931.62'

SW SEC 12
FOUND. ALUMINUM CAP
IN CITY MONUMENT BOX
C.P.M.F. 1657188



LEGEND

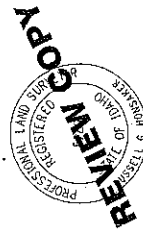
- ⊕ P.L.S.S. CORNERS AS NOTED
- FOUND SURVEY PINS AS NOTED
- SET 5/8" X30" REBAR WITH PVC CAP MARKED "PLS 5285"

REFERENCES

AMENDED PLAT OF SIMM'S ADDITION - BOOK B, PAGE 87
RECORD OF SURVEY - BOOK 26, PAGE 207
CITY BENCHMARK H-14 = 2221.36 NGVD 27,
ADJUSTED TO 2225.13 NAVD 88 (USED THIS SURVEY)

OWNERSHIP PERCENTAGE BASED ON EXTERIOR DIMENSION

UNIT A: 1992 S.F. = 51,552
UNIT B: 1532 S.F. = 39,652
UNIT C: 1410 S.F. = 8,608
TOTAL: 3894 S.F.



RUSSELL C. HONSAKER P.L.S. #5288

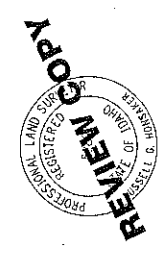
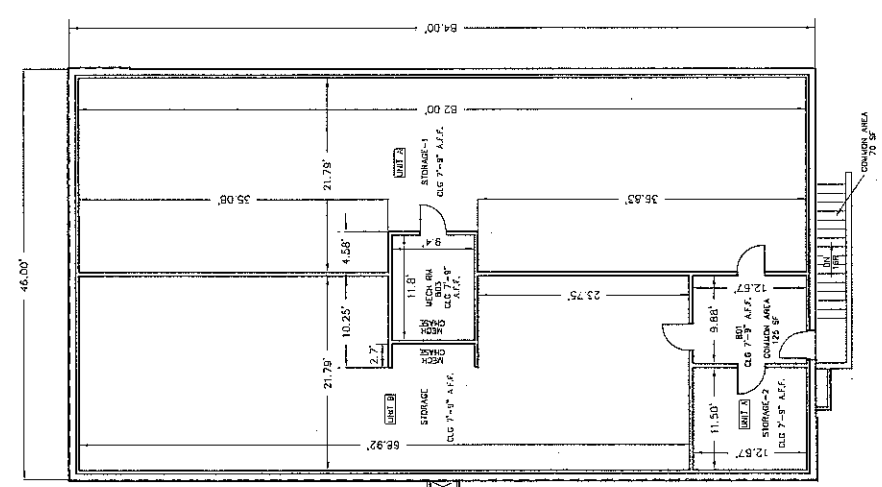
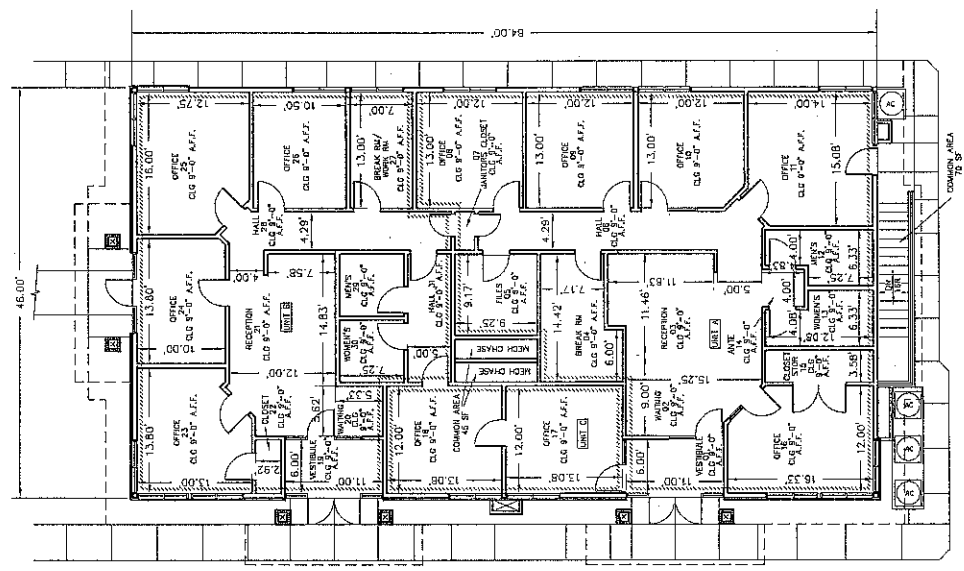
EAST LINDEN PROFESSIONAL OFFICE BUILDING	
SCALE: 1" = 10'	DRAWN BY: JAN
DATE: 7/19/10	FILE: 535-PLA1.dwg
12/50N/4W	S351

FRAME & SMETANA, PA
Consulting Engineers
603 North 4th Street, Coeur d'Alene, Idaho, 83814
P: (208)864-2121/Fax: 785-5597/Email: info@framesmetana.com

EAST LINDEN PROFESSIONAL OFFICE BUILDING

LOTS 11 AND 12, BLOCK 4, AMENDED PLAT OF SIMM'S ADDITION,
 SW4 SEC. 12, T.50N., R.4W., B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
 INST. No. _____



RUSSELL C. HOSSAKER, P.L.S. 70-789

EAST LINDEN PROFESSIONAL OFFICE BUILDING		DATE: 7/19/10	SCALE: NTS	FILE: S35-PLAT.dwg
PROFESSIONAL OFFICE BUILDING		12/50N/4W	S351	
DRAWN BY: JAN				
SHEET				
2 OF 3				

FRANK & SMETANA, PA
 Consulting Engineers
 803 North 4th Street, Coeur d'Alene, Idaho, 83814
 Ph: (208) 664-2121 / Fax: 782-5522 / Email: info@csmetana.com

EAST LINDEN PROFESSIONAL OFFICE BUILDING

LOTS 11 AND 12, BLOCK 4, AMENDED PLAT OF SIMM'S ADDITION,
SW4 SEC. 12, T.50N., R.4W., B.M.,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____, PAGE _____
INST. No. _____

OWNER'S CERTIFICATE

BE IT KNOWN THAT CLOVIS - HUBOF JOINT VENTURE LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOT AND BLOCK AS SHOWN HEREON TO BE KNOWN AS EAST LINDEN PROFESSIONAL OFFICE BUILDING, BEING LOTS 11 AND 12, BLOCK 4 OF THE AMENDED PLAT OF SIMM'S ADDITION, BOOK B, PAGE 57, RECORDS OF KOOTENAI COUNTY, IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO.

RESERVING THE EASEMENTS AS SHOWN HEREON AND ANY OTHER SUCH EASEMENT THAT MAY BE OF RECORD OR IN VIEW.

WATER SERVICE WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

FRANK D. CLOVIS - MANAGING MEMBER CLOVIS-HUBOF JOINT VENTURE, LLC.

STATE OF IDAHO, COUNTY OF KOOTENAI, SS

ON THIS _____ DAY OF _____ IN THE YEAR 20____ BEFORE ME, _____ PERSONALLY APPEARED
FRANK D. CLOVIS, KNOWN OR IDENTIFIED TO ME (OR PROVIDED TO ME ON THE OATH OF _____) TO BE THE MANAGER
OR A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF
OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____

RESIDING AT _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

RUSSELL G. HONSMAKER, P.L.S. No. 5289, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.

RUSSELL G. HONSMAKER, P.L.S. No. 5289

CITY COUNCIL APPROVAL

THIS PLAT APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
ON THE _____ DAY OF _____ 20____

HAYOR CITY OF COEUR D'ALENE ENGINEER CITY OF COEUR D'ALENE

CLERK CITY OF COEUR D'ALENE

PANHANDLE HEALTH DISTRICT I

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 50-1326 TO 50-1329 IS IMPOSED ON THIS PLAT. NO BUILDING, DWELLING OR SHEDDING SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS _____ DAY OF _____ 20____
PANHANDLE HEALTH DISTRICT I

SANITARY RESTRICTION SATISFIED
AND LIFTED THIS _____ DAY _____ 20____
PANHANDLE HEALTH DISTRICT I

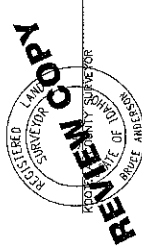
KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS _____ DAY OF _____ 20____ THAT THE REQUIRED TAXES
ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THRU _____

KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR
FILING THIS _____ DAY OF _____ 20____



KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE
RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____
THIS _____ DAY OF _____ 20____ AT _____ M.
AND DULY RECORDED IN PLAT BOOK _____ PAGE _____ INST. # _____
FEE \$ _____

KOOTENAI COUNTY RECORDER



EAST LINDEN PROFESSIONAL OFFICE BUILDING	
SCALE: 1"=10'	DATE: 6/9/10
DRAWN BY: JAN	PAGE: 12/50N/AW S351
FILE: 558-PAL10g	

FRAME & SMETANA, PA
Consulting Engineers
603 N. W. 1st St., Coeur d'Alene, Idaho, 83814
PH: (208) 664-3110 / FAX: (208) 550-0261 / Email: russell@frameandmetana.com
SHEET 3 OF 3

ANNOUNCEMENTS

Memo to Council

DATE: October 20, 2010

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 2nd Council Meeting:

GARRY STARK
(Representing NIC)

PARKING COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Troy Tymesen, Parking Commission Liaison

Memo to Council

DATE: October 26, 2010

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 2nd Council Meeting:

DOUG FAGERNESS

LIBRARY BOARD

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Bette Ammon, Library Board Liaison

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

October 25, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Ron Edinger, acting Chairperson
John Bruning

COMMITTEE MEMBERS ABSENT

Mike Kennedy

CITIZENS PRESENT

Terry Cooper, Downtown Association
Tom Hasslinger, CDA Press
Steve Adams, Parking Commission Representative

STAFF PRESENT

Renata McLeod, Project Coordinator
Troy Tymesen, Finance Director
Capt. Steve Childers, Police Department
Lt. Bill McLeod, Police Department
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant

**Item 1. Agreement with BBC Research & Consulting, Inc. / Housing Needs Assessment and Analysis.
(Resolution No. 10-043)**

Renata McLeod, Project Coordinator, is requesting approval of an agreement with BBC Research and Consulting, Inc. for professional services which includes an update to the City's 2006 Housing Needs Assessment and the 2008 Analysis of Impediments to Fair Housing. Ms. McLeod reported that in July of this year, the State of Idaho, through Idaho Housing and Finance, published a request for proposals (RFP) for professional services to conduct a statewide analysis of impediments to fair housing. The entitlement communities, including Coeur d'Alene, integrated an option within that RFP for individual city analysis. Two proposals were received and reviewed, with BBC Research and Consulting, Inc. being chosen for the statewide plan. After additional negotiations with BBC Consulting, staff recommends entering into an agreement for services to update local information. The housing needs assessment is a valuable document in determining citywide goals for use of the Community Development Block Grant (CDBG) funds, as well as, providing the City with a clear housing needs picture. The analysis of impediments is a requirement of CDBG funding, and should be completed every 3-5 years. CDBG administration funds will be utilized to pay the contract cost of \$17, 200.00, including any additional costs associated with exercising any options.

Councilman Bruning questioned the definition of PHA [page 2 of the BBC letter proposal]. Ms. McLeod responded, Public Housing Association. The City of Coeur d' Alene does not have a PHA however, they work through Intermountain Housing Counsel.

Councilman Edinger questioned the Fair Housing Action Plan and one presentation [pages 5-6 of the BBC letter proposal]. Ms. McLeod stated that AI is an acronym for Analysis of Impediments. They will travel to Coeur d' Alene to report on their final findings at a City Council meeting, which is a public forum. The City has the option of having BBC come down for an additional community meeting however, that would be an additional \$3,000 cost.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-043 approving an agreement with BBC Consulting, Inc. for Professional Services that include an update to the City's 2006 Housing Needs Assessment and the 2008 Analysis of Impediments to Fair Housing.

**Item 2. Extension of 2-Hour Parking / Downtown Parking Boundary.
(Information Only)**

Troy Tymesen, Finance Director, presented a request to extend the downtown two-hour parking boundary by two blocks: North on 5th Street from Coeur d' Alene Avenue to Indiana and Indiana Avenue from 4th to 5th Street. Mr. Tymesen stated that the Parking Commission has been approached by two business owners in this area that have concerns about parked cars in front of their business all day limiting customer access. It appears that the car owners work downtown or take classes at the hairdressing academy and these two blocks are just outside the 2 hour parking boundary. The enforcement of this proposal would be managed by Diamond Parking as they would patrol this two block area on their normal route. Mr. Tymesen also noted that there is one residence in this two block stretch that can be offered a parking pass similar to what is done in the Ft. Grounds area. The extension of the two hour parking boundary will potentially push more cars into the surrounding neighborhoods, although there is parking for a fee provided closer to downtown.

Councilman Bruning questioned when the hairdressing school planned to move. Mr. Tymesen stated January or February 2011. Councilman Bruning speculated that most of the parking issues may be alleviated after the school moves. Councilman Bruning suggested that the local homeowners be notified of the proposed changes to parking and discuss parking passes similar to what is done in the Ft. Ground area.

Steve Adams stated that a business owner on Indiana directly relates the parking issues as a reason they are unable to sale the property.

MOTION: by Councilman Bruning, seconded by Councilman Edinger to continue this item to the 2nd meeting in January to allow staff to (1) notify directly impacted homeowner(s) of the proposed extension and (2) see what impact is made to parking once the hairdressing school moves.

**Item 3. Taxicab Open Stand Designated Areas / Downtown Evening Taxi Parking.
(Information Only)**

Troy Tymesen, is requesting approval of a recommendation on behalf of the Parking Commission in conjunction with input from the Downtown Association and the Police Department, to incorporate an evening taxi parking zone on the east side of 4th Street from Front Avenue to Sherman Avenue from 8:00 p.m. to 4:00 a.m., seven days a week. The purpose of the designated evening taxi parking zone is to consistently provide a central location where patrons' downtown can access transportation that is convenient and reliable and safe. The taxi service must be licensed with the City. There would be less than \$100.00 spent on signage. Cars that are parked in the taxi zone would be cited, not towed.

Councilman Edinger believes the sidewalk in this area, from the alley north to Sherman, is built higher than normal. Therefore, he doesn't believe that a vehicle door can be opened towards the sidewalk without the door hitting the sidewalk/curb.

STAFF WAS DIRECTED to inspect the proposed closure area and report back at the next General Services meeting.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**October 25, 2010
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Amy Ferguson, Executive Assistant
Jim Markley, Water Supt.
Troy Tymesen, Finance Director
Jennifer Tinkey, Legal Dept.

GUESTS: Rand Wickman

**Item 1 Water Rights Transfer Request
Consent Calendar**

Jim Markley, Water Department Superintendent, presented a request for conceptual approval of trading surface water rights for ground water rights with the Powderhorn Ranch development and authorization to engage in negotiations.

Mr. Markley said that this is the same request that was heard in 2007. In 2007, the council declined to take action. Mr. Markley explained that the developer wants to trade some ground water rights that they have here for some surface water rights at their project, and asked for approval to move forward with negotiations to see what kind of a deal can be worked out.

Mr. Markley said that the developer has two water rights that total 4.48 cfs (cubic feet per second), with very old priority dates, which is important because newer rights are junior to older rights. In exchange for giving the rights to the city, the developer wants some of the city's surface water rights that haven't been used for a number of years.

Mr. Markley explained that currently the city is not exceeding their maximum allowable pumping rate, but they are closer to it. Obtaining additional water rights is useful, although the priority date is the most important thing. He also noted that he spoke to Bob Haynes of the Department of Water Resources who said that the concept of doing a trade is sound.

Mr. Markley said that at this point they haven't discussed an agreement but a trade would be mutually beneficial. Once an agreement is reached, Mr. Markley would then come back with a formal agreement for council approval. He also noted that while the city can't use surface water rights for drinking water, it can be used for irrigation. The city currently has 27 cfs in surface water rights. Mr. Markley noted in his staff report that the only potential use of those rights is McEuen Field irrigation, which would use less than 2 cfs.

MOTION by McEvers, seconded by Hassell, to recommend conceptual approval of trading surface water rights for ground water rights with the Powderhorn Ranch development and authorization to engage in negotiations.

DISCUSSION: Rand Wickman, representing Powerhorn Ranch, noted that if it were preferable for the city, they might be able to work out a mutually beneficial trade, which could ultimately be a trade between the city of Coeur d'Alene and the city of Harrison because a portion of the water rights will end up being held by the city of Harrison. He noted that if it would make a difference, he can get the city of Harrison involved in the negotiations as well. Mr. Wickman believes that it would be a good opportunity for the city to acquire some good, old priority water rights, and it would be also give the city of Coeur d'Alene the opportunity to make use of some of the surface water rights that the city is not currently using. He thinks there is opportunity for everybody to win if they can work out the details.

Motion carried.

The meeting adjourned at 4:14 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison