



Coeur d'Alene

CITY COUNCIL MEETING

November 18, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**A WORKSHOP OF THE
COEUR D'ALENE CITY COUNCIL
AND THE BICYCLE/PEDESTRIAN COMMITTEE
HELD IN THE CITY HALL COUNCIL CHAMBERS
ON OCTOBER 30, 2008 AT 12:00 NOON**

The City Council met in a continued session in a workshop with the Bicycle/Pedestrian Committee, on October 30, 2008 at 12:00 noon in the City Hall Council Chambers there being present a quorum of the Council

Sandi Bloem, Mayor

John Bruning) Members of Council Present
Deanna Goodlander)
A. J. Al Hassell, III)
Mike Kennedy)

Loren Ron Edinger) Members of Council Absent
Woody McEvers)

Chris Bosley) Members of Ped/Bike Committee Present
Larry Strobel)
Will Button)
John Kelly)
Warren Fisher)
Annalise McInee)

Staff Present: Wendy Gabriel, Jon Bruning, Susan Weathers, Monte McCully, Doug Eastwood

CALL TO ORDER: Mayor Bloem called the meeting to order

PROPOSED CLASS II AND III TRAILS: Will Button presented the Committee's proposal for Class II and III Trails with a goal to provide adequate safe routes throughout the City. Class III routes are basically a sign along a roadway that indicates bicyclists on the roadway. He presented maps showing the current available routes and a map of an additional 49 miles being added to Class III routes. He also noted that there are some proposed routes identified as "preferred routes" for cyclists. He added that the proposed routes do not eliminate any parking.

Councilman Goodlander asked about incorporating a bike lane on Government Way with the expansion project from Dalton Avenue to Hanley Avenue. Jon Ingalls noted that this project is not quite at the design stage so this would be a good time to look at the roadway for a bike lane. Councilman Goodlander asked what it would take to have any proposed roadway designs have bicycle lanes as a part of the design process. Monte McCully suggested incorporating a "complete streets" design which automatically

incorporates bike lanes on any roadway project as part of the design process. Councilman Hassell is suggesting that the Trails Master Plan be incorporated into a "complete streets" overlay plan. Mr. McCully believes that he can have both the Trails Master Plan and a Complete Streets program ready for the Council's Strategic Planning session next year.

Councilman Kennedy asked if signage really provides a safer route for bikes and cars to share the roadway. Mr. McCully said that he would do some research to see if the signs have improved safety along these routes.

Mayor Bloem noted that the Council needs to take action to look beyond roadway improvements and to look at a place-making process which would include the complete streets concept as well as including street light, cross walks, bus stops, etc. each time we plan to improve our streets. Jon Ingalls suggested placing the "Place-making"/ "Complete-Streets" program on the Priority list for Council to vote on during their Strategic Planning Session.

PROPOSED STOP SIGNS ON MULLAN AT 15TH AND 11TH: Will Button noted that the stop signs on 11th and 15th and Mullan Avenue are in the opposite direction to the Centennial Trail. The Ped/Bike Committee would like to change the stop signs to 4-way stop signs and eventually make them a 2-way stop on 11th and 15th. Warren Fisher noted that there were 10 reported accidents in the past year at these two intersections. Councilman Kennedy asked what can the Council do if engineering studies indicate that traffic studies do not warrant a change. Jon Ingalls responded that there are a lot of different criteria that are used in the traffic study so that the issue is reviewed from a more scientific basis as opposed to an emotional basis.

PARKING ON 15TH STREET: Will Button reported that the Ped/Bike Committee would like to remove all parking along 15th Street from I-90 to Sherman. Monte McCully noted that the Committee would need to prepare all the alternatives to removing parking on 15th Street before coming forward with this recommendation. Mayor Bloem noted that whenever you remove parking on both sides of a street you remove the ability to have visitors for the residents. Wendy noted that staff could work with Ped/Bike Committee to review all the potential issues and come up with options.

EDUCATION CORRIDOR/MIDTOWN RECONSTRUCTION: Will Button announced that the Ped/Bike Committee would be more than willing to help in the design of these two projects.

STREET LIGHT ON 15TH STREET: Mr. Strobel commented that at 15th and Spokane, just north of the freeway fence on the east side the light pole was removed due to the sidewalk placement project. He requested that this street light be replaced since it makes for a long stretch of roadway without a street light.

CHANNEL 19: Susan Weathers extended an invitation to the Ped/Bike Committee to do PSA's to be aired on Channel 19.

COMMENDATIONS: Mayor Bloem expressed her appreciation for all the work that this Committee has done. Councilman Kennedy also commended the Committee for their work on the new trail. Doug Eastwood noted that they are planning a trail around Ramsey Park to connect to the Kroc Center's trail that goes around their facility.

Mayor Bloem extended an invitation to be a guest on the Mayor's show in November. Will Button, Monte McCully and possibly John Bruning would be the guests for the Mayor's Show.

ADJOURNMENT: Motion by Goodlander, seconded by Kennedy to adjourned the meeting. Motion carried. The meeting adjourned at 1:19 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
NOVEMBER 4, 2008**

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, November 4, 2008 at 6:00 p.m., there being present upon roll call the following members:

Deanna Goodlander, Mayor Pro Tem

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

Loren Ron Edinger) Members of Council Absent

CALL TO ORDER: The meeting was called to order by Mayor Pro Tem Goodlander.

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

INVOCATION was led by Pastor Phil Muthersbaugh from Life Source Community Church.

PROCLAMATION - NONPROFIT WEEK: On behalf of Mayor Bloem, Councilman Bruning read a proclamation declaring the week of November 10-14 as "Nonprofit Week" in the City. Ruth Pratt and Mary Lou Reed accepted the proclamation.

PUBLIC COMMENTS:

SUSTAINABLE/GREEN REQUIREMENTS: City employee, Ed Padilla, 2231 E. Shorewood Court, speaking as a resident of the City requested that the City Council form a Committee to establish sustainable/green requirements.

CONSENT CALENDAR: Motion by Hassell, seconded by McEvers to approve the Consent Calendar as presented.

1. Approval of minutes for October 16, 21, 23, 2008.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, November 10th at Noon and 4:00 p.m. respectively.
3. RESOLUTION 08-055: A resolution of City of Coeur d'Alene, of Kootenai County, Idaho, initiating the formation of Local Improvement District No. 149, describing the proposed boundaries; describing generally the improvements to be constructed in the proposed district; and providing for other matters properly relating thereto.

4. RESOLUTION 08-056: A Resolution of intention of the City of Coeur d'Alene, of Kootenai County, Idaho, to create Local Improvement District No. 149; describing the boundaries of the proposed district and the property proposed to be assessed; generally describing the improvements proposed to be constructed; stating the portion of the total cost which will be paid by the levy of assessments and that which will be paid from other sources; describing the method of assessment; stating the time and place when and where protests may be filed and when and where a public hearing will be held to consider any such protests; providing for the effective date of this resolution; and providing for other matters properly relating thereto. (Setting of Public Hearing for December 2, 2008 at 6:00 p.m. in the Library Community Room).
5. Approval of bid specifications and authorizing staff to advertise for bids for the WWTP Digest 4 Coating Refurbishment.
6. Approval of Declaration of a Sole Source Procurement for MIOX Chlorine Generation System.
7. Approval of beer/wine/liquor license for MacKenzie River Pizza Co. at 405 W. Canfield Ave.
8. Approval of annual Downtown Horse Drawn Carriage rides sponsored by the Coeur d'Alene Downtown Association.
9. Bid award for 4 police patrol vehicles.
10. Acceptance of Donation of Mudgy and Millie statues.
11. S-4-07 - Final plat approval of "Cottage Grove" subdivision.
12. Setting of Public Hearing for A-4-08 - BLM Property at 945 Hwy. 95 for Dec.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy introduced the Boy Scouts who were in attendance at tonight's meeting.

COUNCILMAN BRUNING: Councilman Bruning announced that Nov. 8 -16th is National Homelessness Week. Some of the events that week include: on Saturday, November 8th a spaghetti dinner will be offered at St. Thomas Center; Monday through Friday between 6 a.m. and 8 a.m. a community breakfast kitchen will be open each day at the St. Vincent DePaul Center. A blanket exchange for the homeless will be held each day during the week; On Thursday, November 13th, a Community Pot Luck will be held at the Harding Center from 4:30 p.m. to 7:00 p.m.; on Friday, November 14th a St. Vincent DePaul Appreciation Luncheon will be held at the Coeur d'Alene Inn from 12:00 noon to 1:30 p.m. For reservations please call 664-3095. Additionally on Friday the area high school students will hold an outdoor sleepover in support of the homeless.

APPOINTMENT - ARTS COMMISSION: Motion by Kennedy, seconded by McEvers to re-appoint Iris Siegler and appoint Jim Gray to the Arts Commission. Motion carried.

APPOINTMENT – LAKE CITY DEVELOPMENT CORPORATION: Motion by Kennedy, seconded by McEvers to appoint Scott Hoskins to the Lake City Development Corporation. Motion carried with Hassell voting no.

**ORDINANCE NO. 3343
COUNCIL BILL NO. 08-1021**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING PORTIONS OF PUBLIC ALLEY IN BLOCK 10 OF THE ARESVIK ADDITION TO COEUR D'ALENE IDAHO, RECORDED IN BOOK "C" OF PLATS, PAGE 251, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO , GENERALLY DESCRIBED AS A PORTION OF THE NORTH/SOUTH ALLEY THAT LIES BETWEEN LOTS 3 AND 4, AND, THE REMAINDER PORTION OF THE EAST/WEST ALLEY THAT ADJOINS THE NORTHERLY BOUNDARY OF LOTS 6 AND 7; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by Bruning to pass the first reading of Council Bill No. 08-1021.

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

Motion by Hassell, seconded by Bruning to suspend the rules and to adopt Council Bill No. 08-1021 by its having had one reading by title only.

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

**ORDINANCE NO. 3344
COUNCIL BILL NO. 08-1022**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A STRIP OF PUBLIC RIGHT-OF-WAY FROM THE PLAT OF NORTHGATE MALL, RECORDED IN BOOK "F" OF PLATS, PAGE 195, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO , GENERALLY DESCRIBED AS A STRIP OF LAND ALONG THE SOUTHERLY BOUNDARY OF SAID PLAT THAT IS NOTED AS ROAD RIGHT –OF-WAY; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by McEvers to pass the first reading of Council Bill No. 08-1022.

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

Motion by Hassell, seconded by McEvers to suspend the rules and to adopt Council Bill No. 08-1022 by its having had one reading by title only.

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

ADJOURNMENT: Motion by Hassell, seconded by McEvers that, there being no further business before the Council, that this meeting is adjourned. Motion carried.

The meeting adjourned at 6:15 p.m.

Deanna Goodlander, Mayor Pro Tem

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-057

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED AGREEMENT OF THE CITY OF COEUR D'ALENE AS S-2-08- ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR PRINCETOWN AT WATERFORD.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the agreement listed below pursuant to the terms and conditions set forth in the agreement attached hereto as Exhibit "1" and by reference made a part hereof as summarized as follows:

- 1) S-2-08 – Acceptance of Improvements and Maintenance / Warranty Agreement for Princetown at Waterford;
- 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 the agreement for the subject matter, as set forth in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement so long as the substantive provisions of the agreement remain intact.

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

DATED this 18th day of November, 2008.

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 _____.

**CITY COUNCIL
STAFF REPORT**

DATE: November 18, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Princetown at Waterford: Acceptance of Public Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Steve White
Copper Basin Construction, Inc.
PO Box 949
Hayden, ID 83835
- b. Location: NE corner of Princetown and Downing Lanes in the Landings at Waterford development.
- c. Previous Action:
 1. Final plat approval by the City Council, September 2008.

FINANCIAL ANALYSIS

The developer has provided security in the amount of \$60,500.00 to serve as the maintenance bond for the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

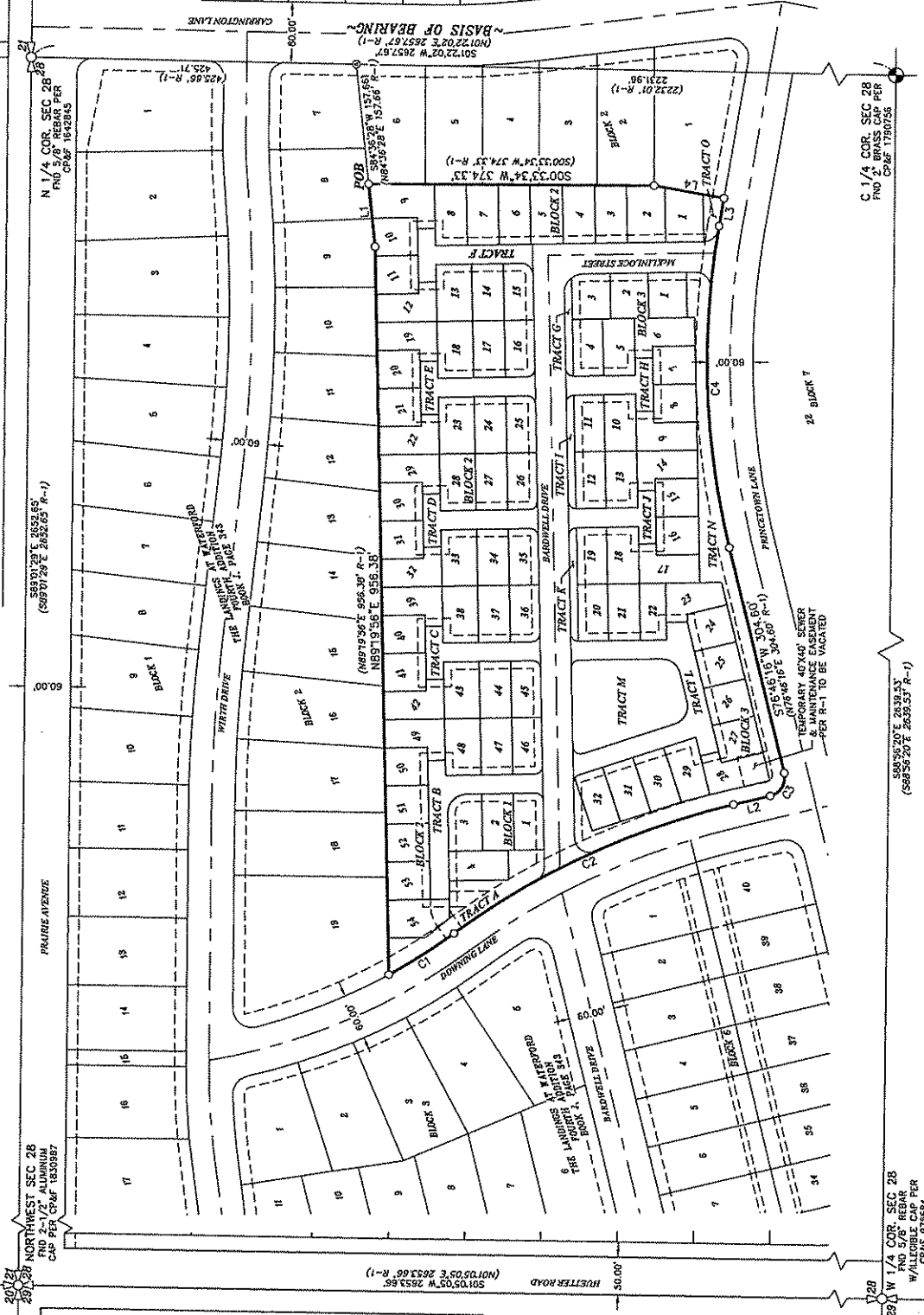
The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow the issuance of Certificate's of Occupancy on all completed units and allow for issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on September 2, 2009.

RECOMMENDATION

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

PRINCETOWN AT WATERFORD

BEING A REPLAT OF LOT 20, BLOCK 2 OF THE LANDINGS AT WATERFORD FOURTH ADDITION LOCATED IN SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



BASIS OF BEARING

BASE OF BEARING FOR THIS SURVEY IS N072027°E ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, PER IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD83 (92) COORDINATES. THE CONVERGENCE ANGLE AT THE NORTH QUARTER CORNER OF SECTION 28 IS -00°49'26.12474".

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREON.

REFERENCES

R-1 PLAT OF THE LANDINGS AT WATERFORD COUNTY, TOWNSHIP 51 NORTH, RANGE 4 WEST, PER R-1, RECORDS OF KOOTENAI COUNTY, PAGES 343, 343A-C, RECORDS OF KOOTENAI COUNTY.

R-2 PLAT OF THE LANDINGS AT WATERFORD, SECOND ADDITION BY CHAD J. JOHNSON, P.L.S. 83467, FILED IN BOOK J OF PLATS AT PAGE 220, 220A-C, RECORDS OF KOOTENAI COUNTY.

LEGEND

○ FND 1/2" REBAR WITH PLASTIC CAP MARKED PLS 4182
CAP MARKED INC PLS 9367

⊙ FND 1/2" REBAR WITH PLASTIC CAP MARKED PLS 4182

NOTIFICATION CERTIFICATE

I, CHAD J. JOHNSON, P.L.S. 83467, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE INTERIOR CORNERS, REFERRED TO ON THIS PLAT AS A SET 5/8" x 3/8" REBAR WITH PLASTIC CAP MARKED "INC PLS 9367" AND MARKED ON THIS PLAT WITH THE SYMBOL ○, WILL BE SET BY AUGUST 1, 2008, IN ACCORDANCE WITH IDAHO CODE 50-1500.

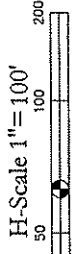
CHAD J. JOHNSON, P.L.S. 9367 DATE _____



1384 Polston Ave, Ste. B
Post Falls, Idaho 83854
PHONE (208) 773-8370
FAX (208) 777-2128
www.chadjohnson.com

PRINCETOWN AT WATERFORD
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SMA DATE: 07/22/08 DWS NAME: /SRW/PL1/-PRL-1DWG
SHEET 1 OF 4



THE PURPOSE OF THIS SHEET IS TO DETAIL THE OVERALL PLAT AND AN INDICATION OF WHAT THE SUBSEQUENT PAGES ENCOMPASS

LINE TABLE

LINE	LENGTH	BEARING
L1	62.90	N84°36'28"E
(R-1)	62.90	S84°36'28"E
L2	49.35	N133°34'44"W
(R-1)	49.35	S133°34'44"W
L3	37.25	N79°34'38"W
(R-1)	37.25	S79°34'38"E
(R-1)	91.13	S102°52'24"W

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	TANGENT	BEARING	DELTA
C1	101.40	770.00	109.32	50.77	N32°05'37"W	7°32'42"
(R-1)	101.40	770.00	109.32	50.77	S32°05'37"W	7°32'42"
C2	406.95	1030.00	404.31	206.16	N74°32'51"W	22°35'14"
(R-1)	406.95	1030.00	404.31	206.16	S74°32'51"W	22°35'14"
C3	39.27	25.00	35.35	23.00	N58°13'44"W	9°00'00"
(R-1)	39.27	25.00	35.35	23.00	S58°13'44"W	9°00'00"
C4	423.18	1030.00	422.17	213.85	S86°35'49"W	21°33'28"
(R-1)	423.18	1030.00	422.17	213.85	N86°35'49"W	21°33'28"

29 1/4 COR. SEC 28
W/ALLOUABLE CAP PER
CR#F 975884

20 1/4 COR. SEC 28
NORTHWEST SEC 28
FND 5/8" REBAR PER
CR#F 1630987

C 1/4 COR. SEC 28
FND BRASS CAP PER
CR#F 1330138

TEMPORARY 40740' SEWER
& MAINTENANCE EASEMENT
PER R-1 TO BE VACATED

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of November, 2008 between Copper Basin Construction, Inc., whose address is PO Box 949, Hayden, Idaho, 83835, with Steve White, 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 Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Princetown at Waterford, a residential in Coeur d'Alene consisting of ninety (90) buildable lots, situated in a portion of Section 28, 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 plans entitled "Princetown at Waterford", signed and stamped by Ray Kimball, PE # 11617, of Inland Northwest Consultants, Inc., and, dated June 23, 2008, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, fire hydrants and services, stormwater swales and appurtenances, asphalt paving and roadway construction, concrete curb and gutter, concrete sidewalk and pedestrian ramps, bike trail, street lighting, monumentation and signage, as required under Title 16 of the Coeur d'Alene Municipal Code. The streets, Leverett Court, Mather Court, Hillard Court, Quincy Court, Cardiff Court, Wyeth Court, Chauncy Court, and, Holyoke Court, are private streets, and the paving, storm water swales and appurtenances, street lights, and signage serving those streets, are private facilities, owned and maintained by the homeowners association, and, not a part of this agreement.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Sixty Thousand Five Hundred and 00/100 Dollars (\$60,500.00) 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 18th day of November, 2009. 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

Copper Basin Construction, Inc.

Sandi Bloem, Mayor

By: _____
Steve White, President

ATTEST

Susan Weathers, City Clerk

AMENDMENT #01 TO
IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 24371
DATED: AUGUST 26, 2008
AMOUNT: \$750,000.00

NOVEMBER 10, 2008

CITY OF COEUR D'ALENE
ATTN: CHRIS BATES
710 MULLAN AVENUE
COEUR D'ALENE, IDAHO 83714


Gentlemen:

This letter will serve as our Amendment to Letter of Credit No. 24371 in your favor for the account of COPPER BASIN CONSTRUCTION, P.O. BOX 949, HAYDEN, IDAHO 83835-0949 up to the aggregate amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 -Dollars (\$750,000.00) covering Princetown Subdivision as follows:

1. Amend expiry date **FROM** "10/31/2009" **TO** "11/18/2009".
2. Amend dollar value **FROM** "\$750,000.00" **TO** "\$60,500.00".

All other terms and conditions of Letter of Credit No. 24371 remain unchanged.

Sincerely,



Connie Bischoff
Regional Senior Vice President

MEMORANDUM

DATE: NOVEMBER 01, 2008

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: COMPENSATION AND BENEFITS FOR EMPLOYEES NOT REPRESENTED BY AN EMPLOYEE ASSOCIATION

DECISION POINT:

The Council is requested to approve compensation and benefits for employees not represented by an employee Association to be the same as negotiated per the Lake City Employees Association (LCEA) Agreement, Resolution 08-052, approved on September 16, 2008.

HISTORY:

This is a unique group of approximately fifty (50) employees who are not represented by an employee group and trust management to recommend equitable adjustments to their wages and benefits based on other contracts that have been negotiated. In the past, the compensation and benefits negotiated in the LCEA contract have been applied to the non represented employees.

FINANCIAL:

The following are the significant highlights regarding the negotiated contract:

- Fixed Annual COLA Increases of 3% for the four year contract
- Timeline for Service Increases and Method to reach Wage Level Maximum
- Education Incentive pay
- License/Certification Premium
- Insurance coverage (Medical, Dental, Life, Disability) and premium cost
- HRA/VEBA Plan Contribution

PERFORMANCE ANALYSIS:

The recommendation provides consistency and is equitable.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve compensation and benefits for employees not represented by an employee Association to be the same as negotiated per the Lake City Employees Association (LCEA) Agreement, Resolution 08-052, approved on September 16, 2008.

RESOLUTION NO. 08-058

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING RESOLUTION NUMBERS 04-023 ADOPTED JANUARY 6, 2004, 04-028 ADOPTED JANUARY 20, 2004, AND 05-057 ADOPTED AUGUST 2, 2005, AND ADOPTING NEW COMPENSATION AND BENEFITS FOR EMPLOYEES WHO ARE NOT REPRESENTED BY AN EMPLOYEE ORGANIZATION.

WHEREAS, there is a small group of employees who are not represented by an employee organization to recommend equitable adjustments to their wages and benefits; and

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof that the City will give the same compensation and benefits to employees not represented by an employee organization as those negotiated by the Lake City Employee Association (LCEA) for the employees they represent, NOW, THEREFORE

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City hereby gives the same compensation and benefits to employees not represented by an employee organization as those negotiated by the Lake City Employees Association (LCEA) for employees they represent as outlined in the agreement adopted by Resolution No. 08-052 on the 16th day of September, 2008.

DATED this 18th day of November, 2008

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: NOVEMBER 5, 2008
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting set on December 16, 2008 to hear public testimony regarding amendments to the 2008 CDBG Action Plan. Amendments include changing the plan year from January through December to April through March; clarifications to the citizen participation plan, and budget amendments.

DATE: NOVEMBER 13, 2008
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 16, 2008

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-6-08	Proposed zoning in conjunction with annexation from County Agricultural Suburban to R-3 (Residential at 3 units/acre) Applicant: William and Bonnie Willoughby Location: 5225 N. 15 th Street	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **December 16, 2008.**

JS:ss

STAFF REPORT
Park and Recreation Commission

DATE: November 17, 2008
FROM: Steve Anthony Recreation Director\Monte McCully
SUBJECT: **DECLARATION FOR SOLE SOURCE PROCUREMENT**

DECISION POINT:

The Council is requested to authorize staff to publish a declaration for the sole source procurement of the first stage of ramps for the Freestyle BMX Park from American Ramp Company.

HISTORY:

The Recreation and Parks Departments have been working in conjunction with local BMX enthusiasts on a design for a BMX Park that will be cost effective, yet have the amenities that the user group desires. A design was selected and sent around to several companies. Only American Ramp Company came back with the desired design, made with weather proof materials and a 20 year guarantee within the budget we have. American Ramp Company has a higher quality product and lower prices because of the system they use for shipping. They are able to knock thousands of dollars off for shipping costs by combining orders. This design is also able to be built upon in the future if more money is raised to add a second phase.

FINANCIAL ANALYSIS: The quote for the first phase of the BMX Park came in at \$28,769.67. This includes enough amenities for the Park to be enjoyable. It also includes framework enclosures that will deaden sound, look aesthetically pleasing and prevent trash from accumulating under the ramps. The City has budgeted \$15,000 for the BMX Park, The BMX user group has \$300 and has received a \$5,000 grant, The Parks Department has \$5,000 for the Park and the Recreation Department has \$1,000 for the Park. Bringing the total to \$26,300. That leaves a balance of \$2,469.67 which the Recreation Department anticipates raising by asking local service organizations to donate.

PERFORMANCE ANALYSIS:

Local BMX users and City Officials visited Parks made by American Ramp Company and found the product to have many advantages over other competitors. These ramps require minimal maintenance. All the hardware is vandal proof. The surfaces have galvanized coating that ensures even after years of grinding these areas will still look good and be free of rust. This surface is guaranteed not to crack, dent, chip, warp, or ever need replacing and these ramps have fastener free riding surfaces. This product has a polyester powder-coat that provides good traction for the safety of users and will not rust in inclement weather.

DECISION POINT/RECOMMENDATION:

The Council is requested to authorize staff to publish a declaration for the sole source procurement of the first stage of ramps for the Freestyle BMX Park from American Ramp Company.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: November 13, 2008
FROM: Jim Dunn, Wastewater Project Manager
SUBJECT: Results of; Request For Proposals – Collection System Capital Improvement Professional Services.

DECISION POINT:

The Council may wish to authorize staff to proceed with a negotiating professional services agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services associated with collection system development and rehabilitation which includes Open Trench/CIPP Sewer Replacement, GIS Sewer Planning and Inflow Reduction and Elimination.

HISTORY:

Request For Proposals for the 2009 Wastewater Capital Improvements was advertised August 22 and August 29, 2008. The RFP requested proposals for one (1) or more of the following Wastewater Capital Improvement projects.

1. Open Trench Sewer Line and Manhole Replacement.
2. Cured In Place Pipe Installation.
3. Inflow Reduction and Elimination.
4. GIS Sewer Planning and

Three (3) submittals were received by the deadline October 22, 2008 and evaluated October 29, 2008 by a panel of Al Hassell, Sid Fredrickson, Don Keil, Larry Parsons and Jim Dunn.

J-U-B Engineers, Inc. submitted Proposals on all four (4) disciplines; Taylor Engineering, Inc. submitted Open Trench Sewer Replacement and GIS Sewer Planning Proposals; Welch Comer Engineers submitted a Open Trench Sewer Replacement Proposal.

J-U-B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815 received the highest evaluation score for each individual discipline.

FINANCIAL ANALYSIS

Wastewater 2008-2009 Budget has line items for Open Trench/CIPP Sewer Replacement, GIS Sewer Planning and Inflow Reduction and Elimination.

PERFORMANCE ANALYSIS:

J-U-B Engineers, Inc. has completed professional services with the City of Coeur d'Alene over the past years to the City's satisfaction.

RECOMMENDATION:

The Council may wish to authorize staff to proceed with negotiating a professional services agreement with J.U.B. Engineers, Inc. 7825 Meadowlark Way, Coeur d'Alene, ID 83815, for professional engineering services associated with collection system development and rehabilitation which includes Open Trench/CIPP Sewer Replacement, GIS Sewer Planning and Inflow Reduction and Elimination.

Legals

Your Right To Know: Be an info

sold to satisfy said obligation.
Dated: July 28, 2008
By: Pioneer Lender Trust-
ee Services, LLC
Amy L. Bowles, Assistant
Trustee Officer
Legal 4475
August 29, 2008
September 5, 12, 19, 2008

to reject any or all Proposals.
Dated this 19th day of August,
2008
Susan K. Weathers, CMC
City Clerk
Legal 4476
August 29, 2008
September 5, 2008

REQUEST FOR PROPOSALS

For

2009 Wastewater Collection System Capital Improvements
REQUEST FOR PROPOSALS

Proposals will be accepted by the City Clerk of the City of Coeur d'Alene 710 Mullan Ave., Coeur d'Alene, ID 83814, at the office of the City Clerk of said City until 4:00 p.m. on the 22nd day of October, 2008, of said day. Interested consulting firms are encouraged to submit proposals to provide professional engineering consulting services for one or more of the following wastewater related capital improvement projects:

1. Open Trench Sewer Line and Manhole Replacements
2. Cured In Place Pipe Installation
3. Inflow Reduction and Elimination
4. Geographical Information System / Sewer Planning

Formal interviews will not be conducted. Successful Consulting firm(s) selected for these services will be notified by November 14, 2008 of the City's intent to proceed with them to negotiate professional services agreement(s).

All Proposals shall be presented or otherwise delivered to the City Clerk with a concise statement marked on the outside thereof identifying the proposal as: "Proposal for Consulting Engineering Services for the City of Coeur d'Alene - Wastewater Department."

Copies of the Request for Proposals Manual including Evaluation Form for each discipline are available at no cost at the City Clerk's office.

Questions regarding this "Request for Proposals" advertisement should be made to:

Jim Dunn, City of Coeur d'Alene, Wastewater Department, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, Phone (208)769-2278, or Fax (208)769-2338.

The right is herewith reserved

REQUEST FOR PROPOSALS
For
2009 Wastewater Collection System Capital Improvements

REQUEST FOR PROPOSALS

Proposals will be accepted by the City Clerk of the City of Coeur d'Alene 710 Mullan Ave., Coeur d'Alene, ID 83814, at the office of the City Clerk of said City until 4:00 p.m. on the 22nd day of October, 2008, of said day. Interested consulting firms are encouraged to submit proposals to provide professional engineering consulting services for one or more of the following wastewater related capital improvement projects:

1. Open Trench Sewer Line and Manhole Replacements
2. Cured In Place Pipe Installation
3. Inflow Reduction and Elimination
4. Geographical Information System / Sewer Planning

Formal interviews will not be conducted. Successful Consulting firm(s) selected for these services will be notified by November 14, 2008 of the City's intent to proceed with them to negotiate professional services agreement(s).

All Proposals shall be presented or otherwise delivered to the City Clerk with a concise statement marked on the outside thereof identifying the proposal as: "Proposal for Consulting Engineering Services for the City of Coeur d'Alene – Wastewater Department."

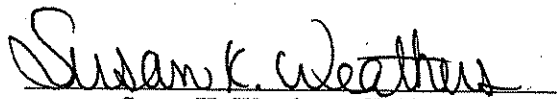
Copies of the Request for Proposals Manual including Evaluation Form for each discipline are available at no cost at the City Clerk's office.

Questions regarding this "Request for Proposals" advertisement should be made to:

Jim Dunn, City of Coeur d'Alene, Wastewater Department, 710 E. Mullan Avenue,
Coeur d'Alene, ID 83814, Phone (208)769-2278, or Fax (208)769-2338.

The right is herewith reserved to reject any or all Proposals.

Dated this 19th day of August, 2008


Susan K. Weathers, CMC
City Clerk

Publish: August 22nd and August 29th, 2008

Summary of RFP for Open Trench Sewer Replacements

- A. Each year the Wastewater Department identifies existing sewers that have deteriorated to the extent that the only remaining option to assure long-term system integrity is open trench replacement, service connections, and manhole replacements. Hydrogen sulfide degradation, root intrusion, broken pipe, and/or offset concrete and/or clay pipe joints normally cause the need for replacement.
- B. The Open Trench Sewer replacements are identified to the consultant for review with comments and a preliminary cost estimate developed. With Wastewater approval the consultant will then proceed with engineered drawings and a refined construction cost estimate for Wastewater's review and comments before the consultant prepares final bid documents. Alternate methods suggested for pipe rehabilitation by the consultant are welcomed and will be reviewed by Wastewater.
- C. The successful consultant should also be prepared to provide the following:
- a. Complete Bid Document preparation, printing, and bidding.
 - b. Schedule and moderate a pre-bid conference.
 - c. Complete review of submitted bids.
 - d. Schedule and moderate a pre-construction meeting.
 - e. Review Submittals.
 - f. Review Pay Request with recommendations.
 - g. Verify Pay Item Quantities.
 - h. Project filed observation and diary on an "as needed" basis. "As needed" for this project is considered to be at least four (4) hours per day with more as necessary and agreed to by Wastewater.
 - i. Record potential locations for the one-year warranty review.
 - j. Substantial Completion and Final Project Closeout.
 - k. As-built drawings
 - l. Assist Wastewater with the one-year warrant review.

EVALUATION CRITERIA FOR OPEN TRENCH SEWER REPLACEMENT

CRITERIA ELEMENT	RATING	WEIGHT	SCORE
1 <u>Project Team</u>	_____	x 3.0 =	_____
Qualification and relevant individual experience Unique qualifications of key members to project Time commitment of key members Team experience on similar projects			
2 <u>List Similar Projects Within The Past 5 Years</u>	_____	x 3.0 =	_____
Project name Location Start and completion dates Dollar value Any specific items of importance			
3 <u>Project Approach</u>	_____	x 2.0 =	_____
Logical course(s) of action to meet goal Environmental considerations Community involvement and understanding			
4 <u>Schedule</u>	_____	x 1.0 =	_____
History of project completion			
5 <u>Insurance</u>	_____	x 1.0 =	_____
Errors and Omissions Insurance			
TOTAL POSSIBLE POINTS		10	
		Total Score	_____

Rating Points

- 10 - Outstanding
- 7.5 - Good
- 5 - Satisfactory
- 2.5 - Marginal
- 0 - Unsatisfactory

Summary of RFP for Cured In Place Pipe (CIPP) Rehabilitation

The purpose of the CIPP work is to restore and protect the pipe structures and to seal faults in the sewer main. "CIPP Installation" contractor furnishes all labor, tools, equipment, and materials necessary to perform all operations necessary for the lining of existing sanitary sewers with jointless and seamless polyester cured-in-place-pipe (CIPP) including reinstatement and sealing of service laterals, as directed by the Wastewater Department. Test samples of selected diameters are taken for laboratory reports.

A. Each year the Wastewater Department identifies existing sewers that are potential candidates for CIPP rehabilitation. Hydrogen sulfide degradation, root intrusion, broken pipe, and/or offset joints normally cause the need for the CIPP.

B. Reaches are identified to the consultant for review with comments regarding millimeter thickness and calculations with a preliminary cost estimate. With Wastewater approval the consultant will then proceed developing engineered drawings and a refined construction cost estimate for Wastewater's review and comments before the consultant prepares final bid documents. Alternate methods suggested for pipe rehabilitation by the consultant are welcomed and will be reviewed by Wastewater.

C. The successful consultant should also be prepared to provide the following:

- a. Complete Bid Document preparation, printing, and bidding.
- b. Schedule and moderate a pre-bid conference.
- c. Complete review of submitted bids.
- d. Schedule and moderate a pre-construction meeting.
- e. Review Submittals.
- f. Witness all field tests and review sampled laboratory tests results.
- g. Review Pay Request with recommendations.
- h. Verify Pay Item Quantities.
- i. Project filed observation and diary on an "as needed" basis. "As needed" for this project is considered to be at least four (4) hours per day with more as necessary and agreed to by Wastewater.
- j. Record potential locations for the one-year warranty review.
- k. Substantial Completion and Final Project Closeout.
- l. As-built drawings
- m. Assist Wastewater with the one-year warrant review.

EVALUATION CRITERIA FOR CURED IN PLACE PIPE (CIPP)

CRITERIA ELEMENT	RATING	WEIGHT	SCORE
1 <u>Project Team</u>	_____	x 3.0 =	_____
Qualification and relevant individual experience Unique qualifications of key members to project Time commitment of key members Team experience on similar projects			
2 <u>List Similar Projects Within The Past 5 Years</u>	_____	x 3.0 =	_____
Project name Location Start and completion dates Dollar value Any specific items of importance			
3 <u>Project Approach</u>	_____	x 2.0 =	_____
Logical course(s) of action to meet goal Environmental considerations Community involvement and understanding			
4 <u>Schedule</u>	_____	x 1.0 =	_____
History of project completion			
5 <u>Insurance</u>	_____	x 1.0 =	_____
Errors and Omissions Insurance			
TOTAL POSSIBLE POINTS		10	
	Total Score		_____

- Rating Points**
 10 - Outstanding
 7.5 - Good
 5 - Satisfactory
 2.5 - Marginal
 0 - Unsatisfactory

Summary of RFP for Inflow Reduction and Elimination

A. Wastewater has copies of Inflow identification studies, analysis and reports performed in past years. At this time there is no specific need for additional work in this area, however Wastewater may request information in this area from time to time. The consultant should be experienced and capable of performing Flow Monitoring, Smoke Testing and Dye Testing, inflow analysis, written reports and corrective cost estimates. Wastewater may request any or all of the above services on an as-needed basis.

EVALUATION CRITERIA FOR INFLOW REDUCTION

CRITERIA ELEMENT	RATING	WEIGHT	SCORE
1 <u>Project Team</u> Qualification and relevant individual experience Unique qualifications of key members to project Time commitment of key members Team experience on similar projects	_____	x 3.0 =	_____
2 <u>List Similar Projects Within The Past 5 Years</u> Project name Location Start and completion dates Dollar value Any specific items of importance	_____	x3.0	_____
3 <u>Project Approach</u> Logical course(s) of action to meet goal Environmental considerations Community involvement and understanding	_____	x 2.0 =	_____
4 <u>Schedule</u> History of project completion	_____	x 1.0 =	_____
5 <u>Insurance</u> Errors and Omissions Insurance	_____	x 1.0 =	_____
TOTAL POSSIBLE POINTS		10	
	Total Score		_____

Rating Points

- 10 - Outstanding
- 7.5 - Good
- 5 - Satisfactory
- 2.5 - Marginal
- 0 - Unsatisfactory

Summary of RFP for Geographic Information System (GIS) / Sewer Planning

- A. Wastewater has a need to continuously expand and update the current Geographic Information System.
- B. The successful consultant should be prepared to provide the following:
 - a. Existing and new inventory field data collection with the use of Global Positioning System (GPS) and layer integration into the GIS program.
 - b. Databases update, creation, corrections and as-built inputs.
 - c. Wastewater AutoCAD – GIS layer revision, update and correction,
 - d. Buried manhole location, dipping, and database update.
 - e. Collection system GIS layer irregularities revisions and corrections.
 - f. Continuing maintenance of the GIS system and components.

EVALUATION CRITERIA FOR GIS SEWER PLANNING

CRITERIA ELEMENT	RATING	WEIGHT	SCORE
1 <u>Project Team</u> Qualification and relevant individual experience Unique qualifications of key members to project Time commitment of key members Team experience on similar projects	_____	x 3.0 =	_____
2 <u>List Similar Projects Within The Past 5 Ye</u> Project name Location Start and completion dates Dollar value Any specific items of importance	_____	x 3.0 =	_____
3 <u>Project Approach</u> Logical course(s) of action to meet goal Environmental considerations Community involvement and understanding	_____	x 2.0 =	_____
4 <u>Schedule</u> History of project completion	_____	x 1.0 =	_____
5 <u>Insurance</u> Errors and Omissions Insurance	_____	x 1.0 =	_____
TOTAL POSSIBLE POINTS		10	
		Total Score	_____

Rating Points

- 10 - Outstanding
- 7.5 - Good
- 5 - Satisfactory
- 2.5 - Marginal
- 0 - Unsatisfactory

SUMMARY

2009 Wastewater Collections System Capital Improvements
Request For Proposals

	Open Trench	Cured In Place Pipe	Inflow Reduction	GIS Sewer Planning	Combined
Taylor Engineering, Inc.					TOTAL
Sid	55	0	0	50	105
Don	67.5	0	0	65	132.5
Al	58	0	0	0	58
Larry	62.5	0	0	57.5	120
Jim	67	0	0	26	93
Discipline TOTAL	310	0	0	198.5	508.5
J-U-B Engineers, Inc.					
Sid	87.5	95	72.5	75	330
Don	87.5	85	87	92.5	352
Al	83	92	80	84	339
Larry	65	65	62.5	65	257.5
Jim	92	81	83	86	342
Discipline TOTAL	415	418	385	402.5	1,620.5
Welch Comer Engineers					
Sid	62.5	0	0	0	62.5
Don	65	0	0	0	65
Al	70	0	0	0	70
Larry	60	0	0	0	60
Jim	74	0	0	0	74
Discipline TOTAL	331.5	0	0	0	331.5

ANNOUNCEMENTS

Memo to Council

DATE: November 7, 2008

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 18th City Council Meeting:

LAURYN JOHNSON-BROOKS
(Student Representative)

Parking Commission

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

Sincerely,

Amy Ferguson
Executive Assistant

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

OTHER COMMITTEE MINUTES
(Requiring Council Action)

November 10, 2008
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander **ABSENT**
Ron Edinger, *acting Chairperson*
John Bruning

CITIZENS PRESENT

Jerry Franks
Tom Hasslinger, Cd'A Press
Monte Miller, Parkside LLC
Frank Piggott, Bakery by the Lake at Parkside
Rick Carr

STAFF PRESENT

Captain Steve Childers, Police Department
Jon Ingalls, Deputy City Administrator
Tony Woltz, Police Department Equipment Clerk
Pam MacDonald, HR Director
Susan Weathers, City Clerk
Mike Gridley, City Attorney

Item 1. Request to Amend M.C. Section 5.08.170(E) Changing the boundaries of the area of exemption for the sale and consumption of alcoholic beverages.
(Agenda Item)

Susan Weathers stated that Monte Miller, owner of the Parkside building at 601 Front Avenue, is requesting the General Services Committee recommend extending the boundaries of the exemption zone for allowing the sale and on-premise consumption of alcoholic beverages to his building at 601 Front Avenue. The request is made on behalf of his tenant, Frank Piggott, owner of Bakery by the Lake at Parkside. Susan reported that the current code prohibits the sale and consumption on the premises within 300 feet of a park and that the subject property is well within the 300 feet of McEuen park. Additionally, Mr. Piggott's business would not meet the definition of an eating establishment as the food will be prepared off-site. Susan noted that staff would caution such an amendment as once the boundary is extended, it opens the opportunity for any type of business, including a bar/night club, etc. to operate within this exemption boundary.

Monte Miller stated that both tenants and residents at the Parkside building have expressed support of the sale of beer and/or wine at the Bakery by the Lake at Parkside.

Councilman Bruning expressed his reservation to approve this amendment as it does open up the opportunity for other businesses that would not be compatible neighbor to the park or the library.

Mr. Frank Piggott, owner of Bakery by the Lake, stated that it was not their original intention to serve beer and/or wine, however, he has received an overwhelming response by his current customers to do so. He assured the Council that the alcohol would be served within the business and with as low exposure as possible. He thanked the Council Members for considering this request.

Mr. Rick Carr stated that he and his wife, Jan, have been in business in the downtown area for over 18 years. They have leased the space next to the Bakery, stated that he and his wife Jan support the extension of the exemption zone.

Councilman Edinger stated that they enacted the current boundary limits to protect the area Parks, Schools, and Library. As much as he wants to see Bakery by the Lake at Parkside succeed, he is not in support of extending the boundary.

MOTION: by John Bruning, seconded by Ron Edinger, that Council deny the request to amend Municipal Code 5-08.170E to extend the boundaries that exempt the restriction on the sale of alcoholic beverages.

**Item 2. Wages and Benefits / Non-Represented Employees.
(Consent Calendar Resolution 08-058)**

Pam MacDonald, Human Resources Director, stated that the Council is requested to approve compensation and benefits for employees not represented by an employee Association to be the same as negotiated per the Lake City Employees Association (LCEA) Agreement, pre Resolution No. 08-052, adopted on September 16, 2008. This solidifies the standard practice as done in past years.

MOTION: by John Bruning, seconded by Ron Edinger, that Council adopt Resolution No. 08-058 approving new compensation and benefits for employees who are not represented by an employee organization.

**Item 3. Discussion for Resolution / Prohibiting Feeding Deer inside the City Limits.
(Discussion Item Only)**

Councilman Edinger stated that he believes that growth is what is chasing the deer into the city limits. He does not believe this would be a manageable task to enforce. Councilman Edinger asked Captain Childers how the PD would enforce this. Capt. Childers stated that it would be an effort by either Code Enforcement or Law Enforcement, and depending on the duties of the day, a call like this would be prioritized as far as when they could send an officer out.

Councilman Bruning stated that knowing all the other consequences the PD has to deal with he doesn't see how the city could possibly enforce an ordinance of this nature.

NO ACTION TAKEN

**Item 4. Lease Agreement with Lonewolf Harley Davidson for 3 Police motorcycles.
(Resolution No. 08-059)**

Captain Steve Childers is asking for authorization to enter into a lease agreement with Lonewolf Harley Davidson for the acquisition of three police motorcycles. Capt. Childers reported that since 2005 the PD has acquired 2 motorcycles from Beartooth H-D in Billings, MT, which have been replaced each year with a new model. Recently Lonewolf H-D opened in Coeur d' Alene and is interested in supplying the police motors. The PD is requesting authorization to enter into a lease agreement with Lonewolf H-D to include a third motor. The PD has in their budget the funds to assist in acquiring the third motor.

MOTION: by John Bruning, seconded by Ron Edinger, that Council authorize the Police Department to acquire one additional Harley Davidson motorcycle and adopt Resolution No. 08-059 approving a lease agreement with Lonewolf H-D for the 3 motorcycles.

Discussion Item:

Mr. Jerry Franks, East Lakeshore homeowner, is asking the Committee to amend the Municipal Code regarding open container. Earlier this summer Mr. Franks was issued a misdemeanor citation for open container for carrying a glass of wine across a public street to a neighboring private property. Mr. Franks believes the Municipal Code needs to be amended to create an exemption in the open container section to allow homeowners to walk across a public street to another private property.

The Committee directed the Legal Department to research the legal issues and directed staff to present their recommendation back to the General Services Committee.

The meeting adjourned at 12:47 p.m.

Respectfully submitted,

Juanita Van Cleave
Recording Secretary

GENERAL SERVICES

DATE: November 10, 2008
TO: General Services Committee
FROM: Susan Weathers, Municipal Services Director
SUBJECT: Amending M.C. 5.08.170 (E)

DECISION POINT:

Would the General Services Committee consider extending the boundaries that exempt the restrictions on the sale of alcoholic beverages?

HISTORY:

Monte Miller, owner of the Parkside building at 601 Front Avenue is requesting the General Services Committee to recommend extending the boundaries of the exemption zone for allowing the sale and on-premise consumption of alcoholic beverages to his building at 601 Front Avenue. He is requesting this amendment on behalf of his tenant, Frank Pigott owner of Bakery by the Lake at Parkside,

The City's current code prohibits the sale and consumption on the premises within 300 feet of a park (M.C. 5.18.170 A states *No persons shall sell beer to be consumed on the premises within three hundred feet (300') of any playground or school, nor within six hundred feet (600') of any R-1, R-3, R-5, R-8 or R-12 zone, nursing home or hospital* and further Section B states: *No person shall sell beer to be consumed on the premises within three hundred feet (300') of any park or church except when such sale is incidental to the operation of an eating establishment*)

The subject property is well within 300 feet of McEuen Park that is located across the street from Parkside. Additionally, Mr. Pigott's business at the Parkside building does not meet the definition of an eating establishment as he prepares the food for his Parkside location at his other facility and thus does not have the required kitchen facilities at this site as required by Municipal Code Section 5.08.170:

EATING ESTABLISHMENT: *As used in subsections [5.08.170B](#) and F2 of this chapter, means a restaurant, cafe, hotel, dining room, coffee shop, cafeteria or other eating establishment that must utilize at least seventy five percent (75%) of gross floor area for the preparation, cooking and serving of complete meals, have and actively operate a commercial kitchen that includes a type one commercial hood and cooking equipment, excluding microwave ovens and grills, capable of cooking complete meals and be a public place kept, maintained and advertised as a place where complete meals are served and where complete meals are actually and regularly served. Limited food service, such as is provided by luncheonettes, drive-ins, sandwich shops and other similar uses does not meet the requirements of this definition.*

In order for Mr. Pigott to sell alcoholic beverages to be consumed on premise, the City would need to amend the boundaries that exempt this site from complying with the above-noted requirements. This exemption is provided in M.C. 5.08.170 E which states: *The limitations set out in this section shall not apply to that area bounded on the west by Second Street, on the east by Fifth Street, on the north by Coeur d'Alene Avenue and on the south by Front Avenue.* A map of the existing boundaries of the exempt zone and the Parkside building site is attached.

FINANCIAL ANALYSIS:

If the request is approved, the publication and codification of the ordinance amending the exempt zone costs would be incurred by the City. This cost is included the Municipal Services Department.

PERFORMANCE ANALYSIS:

As businesses come and go, the requested boundary extension should be based on the merits of the extension and not merely based on the location of a certain business, as once the boundary is extended it opens the opportunity for any type of business including a bar/night club, etc. to operate within this exemption boundary. Additionally, according to Mr. Pigott's letter he plans to extend his hours of operation due to his proximity of the Library and other neighborhood special events. The proximity of the new Library should be considered in the ability of any future business to sell alcoholic beverages to be consumed on the premise within the exemption boundaries.

In order to extend the boundaries of the exemption zone, other properties would need to be included in the amended boundaries. Consideration should be given as to how the boundaries should be extended. Staff would recommend that if the Committee chooses to extend the boundaries that the extension of the northern boundary be extended along the south side of Sherman Avenue from 5th Street to 7th Street and the southern boundary extended along north side of Front Avenue from 5th Street to 7th Street as a mid-block boundary would thus be avoided.

DECISION POINT/RECOMMENDATION:

While staff does not have a recommendation of whether to extend boundaries of the exemption zone to the northwest corner of 7th and Front, staff would caution that such an extension would allow for any type of business to sell alcoholic beverages within this zone including a bar/night club.

5.08.170: BEER; LIMIT TO AREA OF SALE:

- A.No persons shall sell beer to be consumed on the premises within three hundred feet (300') of any playground or school, nor within six hundred feet (600') of any R-1, R-3, R-5, R-8 or R-12 zone, nursing home or hospital.
- B.No person shall sell beer to be consumed on the premises within three hundred feet (300') of any park or church except when such sale is incidental to the operation of an eating establishment
- C.Businesses which now lawfully sell beer within the prohibited area set forth in this section are exempt from the provisions of this section so long as they continue their operation. However, in the event such businesses seek to expand beyond their existing floor space, they must comply with all requirements set forth in section [5.08.015](#) of this chapter, including, but not limited to, this section.
- D.Should any such exempt business discontinue its operation for a period of six (6) months, it will no longer be exempt from the restrictions of this chapter.
- E.The limitations set out in this section shall not apply to that area bounded on the west by Second Street, on the east by Fifth Street, on the north by Coeur d'Alene Avenue and on the south by Front Avenue.
- F.Businesses not located within three hundred feet (300') of any park, playground, school or church, nor within six hundred feet (600') of nursing homes or hospitals, may serve beer to be consumed on the premises:
 - 1. Within six hundred feet (600') of an R-1, R-3, R-5, R-8 or R-12 zone, but not within three hundred feet (300') of an R-1, R-3, R-5, R-8 or R-12 zone, if they obtain the written consent of over fifty percent (50%) of the property owners in that part of the R-1, R-3, R-5, R-8 or R-12 zone, which is within six hundred feet (600') of the business.

P A R K S I D E

October 31, 2008

Susan K. Weathers, CMC
Municipal Services Director
City Clerk
710 E. Mullan Avenue
Coeur d'Alene ID 83814

Re: M.C. 5.08.170 (E) Amendment for Beer/Wine

Susan,

Please schedule us on the General Services Committee Agenda. We are requesting that Section 5.08.170 (E) be amended as follows:

Change the boundaries exempt to limit sale of beer/wine to extend 2 blocks east and include all property along the north side of Front Avenue extending from 5th Street to 7th Street and include the south side of Sherman Avenue from 5th Street to 7th Street.

Professionally,



Monte J. Miller
Parkside, LLC

601 E Front Ave.
Suite 104
Coeur d'Alene, ID 83814

Bakery by the Lake at Parkside

Phone: 208-415-0681
Fax: 208-209-3131

October 27, 2008

Susan K. Weathers
Director of Municipal Services/City Clerk
CITY HALL
710 E. Mullan Ave.
Coeur d'Alene, ID 83814-3958

Dear Susan,

Bakery by the Lake at Parkside is a business expansion in the new Parkside Building. This location is our second location in Coeur d'Alene.

Our offering will be expanded with the addition of sandwiches, salads, prepared foods and Fine Italian Coffee. Our larger service is crafted to fill the many requests we have had for expanded service and offerings.

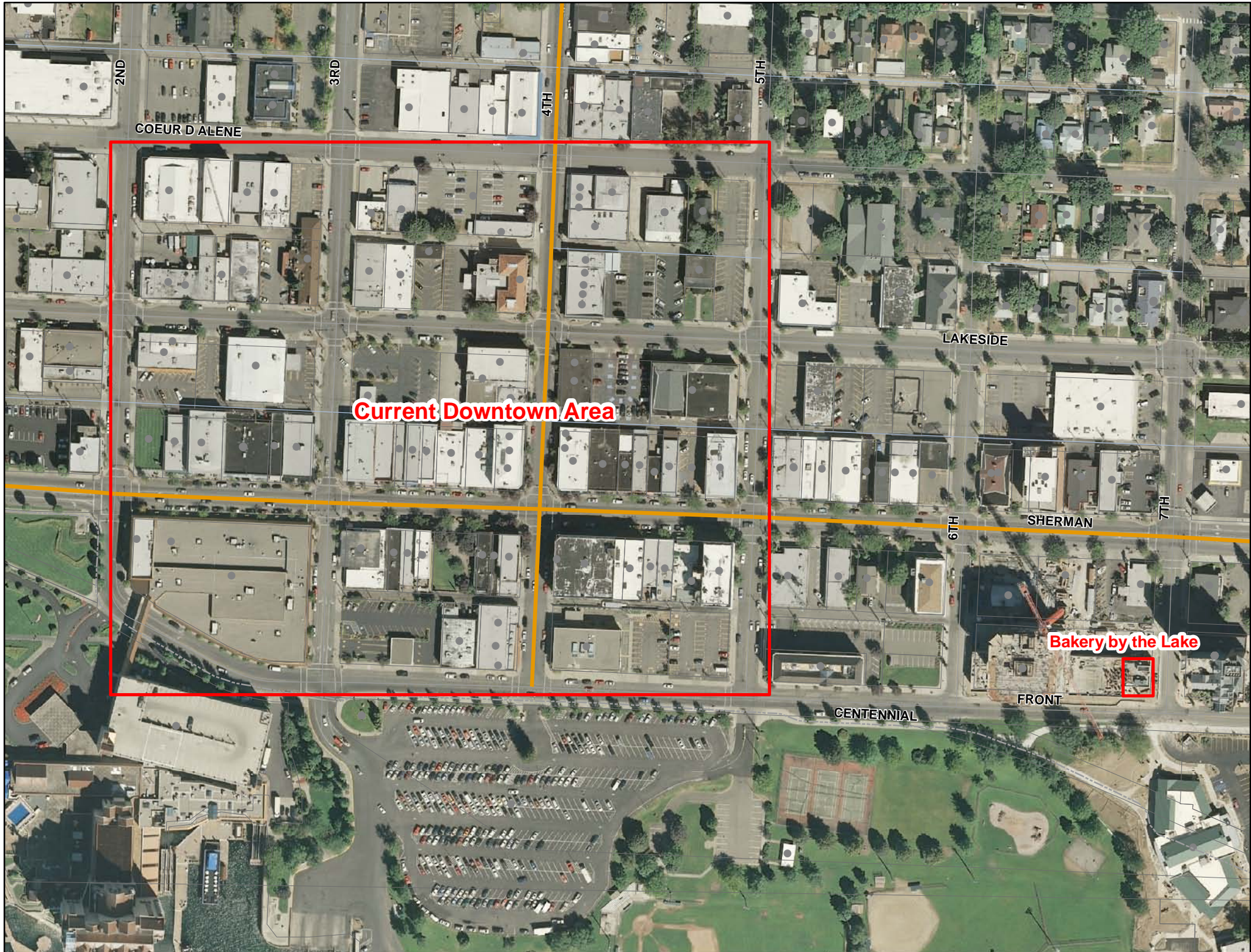
Our planned hours are 6 AM to 6PM seven days per week. We will offer an expanded schedule to accommodate library hours and neighborhood special events.

Presently the zoning for serving wine or beer stops at 5th Street. I am requesting consideration for a zone change to allow service to 7th Street.

Please advise on any additional information you will need to consider this request.

Regards,

Frank X. Pigott
Bakery by the Lake
Bakery by the Lake at Parkside
208-819-4002



COEUR D ALENE

2ND

3RD

4TH

5TH

Current Downtown Area

LAKESIDE

SHERMAN

7TH

6TH

Bakery by the Lake

FRONT

CENTENNIAL

GENERAL SERVICES COMMITTEE

TO: General Services Committee
FROM: Steve Childers, Patrol Captain
DATE: October 13, 2008, 2008
RE: Lease Agreement for 3 Police Dept. Motorcycles

Decision Point:

Authorization to enter into a lease agreement with Lonewolf Harley Davidson of Coeur d'Alene Idaho for the acquisition of three police model Harley-Davidson motorcycles, which would be assigned to the C.A.R.E. Team (Traffic Unit).

History:

The Coeur d'Alene Police Department implemented a police motors program in spring of 2005. The Department acquired two new Harley-Davidson motorcycles from Beartooth Harley-Davidson located in Billings Montana, which have been replaced each year with a new model. The program has been a very big success and well received by our community. The motors are operated by officers assigned to the Department's traffic team and are utilized between April and October. The team has three officers assigned for traffic enforcement and all have attended a motors officer certification school. Recently Lonewolf Harley opened in Coeur d'Alene and is interested in supplying our police motors. Our line item for the Motor Unit was increased for FY 09 to assist in acquiring a third motor. We will also utilize traffic grant money to off set the expense and assist in purchasing the necessary police equipment.

Financial Analysis:

Whether we continue to partner with Beartooth Harley or Lonewolf Harley, the lease price will be \$1400 per bike for the season. Emergency equipment such as lights, siren and radio would need to be purchased, however as mentioned above, traffic grant money would be used to assist in acquiring the equipment. The total cost for a third motorcycle and equipment is \$9433.00 police motor. This program is in the financial plan and not anticipated to exceed the budget.

Performance Analysis:

Until this year, 2008, the City of Coeur d' Alene had the highest motor vehicle crash rate in the state for Cities with a population of between 15,000 and 39,999. We consistently had almost twice the crash rate of Twin Falls, the city ranked #2 in this category. This year we are ranked 5th in the state but due to an increase in our population; over 40,000, we are now compared with the highest populated areas in the State; Boise, Nampa, etc. An average of 6.5 per 1,000 people within the city are injured or killed on the streets of Coeur d' Alene each year. The C.A.R.E. Division is currently the major source of enforcement, education, and deterrence. However, the use of police cars make working high volume traffic areas difficult and in some case impractical.

Quality of Life Analysis:

Upon implementation of the Police Motors Program we have had several positive comments from the public in regard to the ability a motorcycle has when dealing with traffic law violators. Our Motors have been used for traffic enforcement as well as public relation tools at parades and major City events. We have used them at job fairs and youth events.

Decision Point:

Acquire one additional Harley-Davidson motorcycle, which would be assigned to the C.A.R.E. Team (Traffic Unit).

RESOLUTION NO. 08-059

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT FOR THREE POLICE MODEL HARLEY-DAVIDSON MOTORCYCLES, WITH LONE WOLF HARLEY-DAVIDSON, ITS PRINCIPAL PLACE OF BUSINESS AT 722 W. APPLEWAY, COEUR D'ALENE, ID 83814.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Lease Agreement with Lone Wolf Harley-Davidson, for 3 Police Model Harley-Davidson Motorcycles pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Lease Agreement for 3 Police Model Harley-Davidson Motorcycles, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said lease agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18th day of November, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Seven Oaks Motor Sports, LLC

**d.b.a Lone Wolf Harley-Davidson/Buell
722 W. Appleway Ave
Coeur d'Alene, ID 83814**

208-667-4848

Conditions of Agreement

The following items are agreed to between The Coeur d'Alene Police Department and Lone Wolf Harley-Davidson/Buell.

1. Lone Wolf Harley-Davidson/Buell will install police lights and siren equipment on the motorcycles for \$300.00 per unit. At the end of the riding season, Lone Wolf Harley-Davidson/Buell will remove the equipment for \$300.00 per unit.
2. The Coeur d'Alene Police Department will pay to Lone Wolf Harley-Davidson/Buell a \$270.00 Harley Davidson Motor Company acquisition fee per unit. Lone Wolf Harley-Davidson/Buell will waive the \$375.00 freight charge per unit. Lone Wolf Harley-Davidson/Buell will also waive the \$276.00 security charge per unit.
3. Once the Coeur d'Alene Police Department takes possession of the motorcycles, The Coeur d'Alene Police Department provides all insurance and liability coverage as required for the motorcycles and riders.
4. The Coeur d'Alene Police Department can purchase equipment and accessories for police motorcycles at dealer cost +15%.
5. The Coeur d'Alene Police Department is required to return the motorcycles in good working condition at the end of the riding season. The Coeur d'Alene Police Department will repair or replace any items that are damaged and deemed not useable or fit for resale.

The Coeur d'Alene Police Department

Lone Wolf Harley-Davidson/Buell

PROMISSORY NOTE

For value received, The Coeur d'Alene Police Department of Coeur d'Alene, Idaho promises to pay to the order of Lone Wolf Harley-Davidson/Buell the sum of \$15,500 U.S. dollars, per motorcycle, negotiable and payable to payee with no interest before maturity at the rate of 10% per annum if the Note is not paid on or before November 22, 2009.

The Note shall be due and payable in full on November 22nd, 2009. It is understood and agreed that this Note is secured by (3) 2009 FLHTP Harley-Davidson motorcycles, VIN numbers:

#1. _____ #2 _____ #3 _____

In the event The Coeur d'Alene Police Department returns the motorcycles to Lone Wolf Harley-Davidson/Buell in good condition on or before November 22nd, 2009 this Note shall be deemed paid in full and no monetary payments shall be due from The Coeur d'Alene Police Department to Lone Wolf Harley-Davidson/Buell.

In the event of default, it is agreed that the holder of this Note may recover such necessary expenses as may be incurred in collection, including a reasonable attorney fee. The maker hereof waives presentment, demand, protest and notice thereof.

Signed this _____ day of _____, 2009.

Title: _____

SECURITY AGREEMENT

Agreement is made and entered into this 15th day of March, 2009, by and between The Coeur d'Alene Police Department, 3818 Schreiber Way, Coeur d'Alene, ID 83815 hereinafter referred to as "Debtor", and Seven Oaks Motor Sports, LLC. Dba Lone Wolf Harley-Davidson/Buell, of 722 W Appleway, Coeur d'Alene, ID 83814 hereinafter referred to as "Secured Party".

Whereas, in consideration of the mutual covenants and promises set forth herein, Debtor and Secured Party agree as follows:

1. Creation of Security interest.

Debtor hereby grants to Secured Party a security interest in the collateral described in Paragraph 2 of this agreement to secure the performance and payment of Promissory Note in the amount of \$15,500.00 per motorcycle.

2. Description of Collateral.

The collateral of this security agreement, hereinafter referred to as "collateral", consists of (3) 2009 FLHTP Harley-Davidson motorcycles. VIN numbers:

#1 _____ #2 _____ #3 _____

3. Debtor's Obligations, Generally.

Debtor shall pay to Secured Party the sum evidenced by the above mentioned Promissory Note in accordance with the terms of such Promissory Note.

4. Payment of Promissory Note.

It is understood and agreed that The Coeur d'Alene Police Department will pay \$200 per month for seven months starting April 1st, 2009 to November 1st, 2009. When the motorcycles are returned and deemed in good working condition the Promissory Note secured by this Agreement shall be deemed paid in full and no monetary payments shall be due from The Coeur d'Alene Police Department to Lone Wolf Harley-Davidson/Buell pursuant to the Promissory Note secured by this Agreement.

5. Proceeds of Collateral.

Debtor hereby grants to Secured Party a security interest in and to all proceeds of collateral, as defined by Section 30-9-306, M.C.A. This provision shall not be construed to mean that Debtor is authorized to sell, lease, or otherwise dispose of collateral without the written consent of Secured party unless otherwise provided in this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SECURED PARTY:

Lone Wolf Harley-Davidson/Buell

DEBTOR:

The Coeur d'Alene Police Department

By: _____

Title: _____

By: _____

Title: _____

Appendix A
Payment/Purchasing Options – MY2009
 (Costs reflect Black Paint Option ONLY)

Department _____

	Base Cost	Set Up/Tear Down Fee Acquisition/Doc Fees	Subtotal	Extended Total
○ Lease Option	\$200/mos	\$600.00 (Set up/teardown) \$270.00(Acq./Doc Fees)	\$ 2,000.00 x 3 \$ 270.00 x 3	_____ _____
○ Purchase Option	\$15,500.00	\$595.00(Setup only)	\$15,500.00 x 3 \$ 595.00 x 3	_____ _____

Additional Options (shall be charged as a flat fee upon receipt of motorcycle):

○ Anti-Lock Braking System (ABS)		\$ included	_____ -0-
○ Security System		\$ included	_____ -0-
○ Freight		\$ included	_____ -0-
○ Additional Color Options		\$ 600.00 x 3	_____
		EXT. Total	_____

It is the responsibility of the lessee to maintain the motorcycle according to the required services listed below*. The lessee is also responsible for any repairs of the motorcycle upon completion of the lease.

*Required Service Intervals are:

- 500 mile Break-In Service
- 2,500 Mile Service
- 5,000 Mile Service
- 7,500 Mile Service
- 10,000 Mile Service

November 10, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Al Hassell
Council Member Woody McEvers

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Jim Dunn, WW Project Manager
Warren Wilson, Deputy City Atty
Tami Stroud, Planner
Amy Ferguson, Exec. Assistant
Sid Fredrickson, WW Supt.

GUESTS

Jef Lemmon, Item #2

Item 1 Results of Request for Proposals - Collection System Capital Improvement Professional Services

Consent Calendar

Jim Dunn, Wastewater Project Manager, presented the results of the Request for Proposals - Collection System Capital Improvement Professional Services. He explained that the RFP requested proposals for the following Wastewater Capital Improvement projects: Open Trench Sewer Line and Manhole Replacement, Cured in Place Pipe Installation, Inflow Reduction and Elimination, and GIS Sewer Planning. The firms that submitted were directed to submit on one or all four of the disciplines requested. The result was that J-U-B Engineers, Inc. submitted a proposal on all four disciplines and had the highest score. Mr. Dunn requested that the committee recommend to Council that Wastewater be permitted to negotiate a professional services contract with J-U-B Engineers, Inc.

Councilman McEvers asked about the cost of the project. Mr. Dunn said that Wastewater has the money budgeted as a line item for the project. He further noted that the city has previously used J-U-B but they felt it was wise to go out to RFP for all firms to submit proposals. Deputy City Attorney Warren Wilson said that the city should typically do a RFP every time they start a new project.

Councilman McEvers asked about the GIS Sewer Planning portion of the RFP and how that related to the city's GIS Coordinator position. Mr. Dunn responded that Wastewater has their own GIS system, but the GIS Coordinator interfaces with them. However, they need the services of a consultant for the mapping system.

MOTION by McEvers, seconded by Kennedy to recommend that Council authorize staff to proceed with negotiating a professional services agreement with J.U.B. Engineers, Inc. for professional engineering services associated with collection system development and rehabilitation which includes Open Trench/CIPP Sewer Replacement, GIS Sewer Planning, and Inflow Reduction and Elimination.

VOTE: Motion carried.

Item 2 Request for Encroachment of Fence into Required Open Space Easement

Tami Stroud, Planner, presented a request from the owners of the project known as Towers at Ridgepointe, for an encroachment into the required open space easement for their perimeter fence. The project is located at the north 1/2 of Lakeview Hill on 18th Street & Lost Avenue. The project was approved in 1998 and during the negotiations the open space easement was negotiated for the neighbors and the public on the north side of Lakeview Hill and Lost Avenue. Due to the topography owner is asking for an encroachment into that easement. Jef Lemmon, architect and representative of the owners, reviewed the location of the encroachments into the easement, and also noted that there are also areas where the fence has to come in to the property to get around boulders and other topographical challenges. In general, the fence will be 6 inches in from the property line all the way around except where it needs to get around the obstacles. Mr. Lemmon said that the fence could go up and over the obstacles, but it would not look as nice for the neighbors.

Councilman McEvers asked if there was any agreement about who was going to take care of the land. Mr. Lemmon responded that there was not to his knowledge. He further said that the owners of the property have gone in and cleaned up the property but as far as who will maintain the grass and landscaping, that has not been addressed to his knowledge. Councilman Hassell stated that the easement is in a natural area so maintenance is not quite as critical but it can be a problem. Councilman McEvers said that it might be a good idea to bring to the council meeting answers to the questions regarding maintenance of the property and more detailed information regarding where the fence encroaches into the easement and where it moves back into the owner's property to avoid obstacles.

Councilman Kennedy asked, if the request were to be approved, could the encroachment be rescinded, if necessary. Mr. Wilson responded that the easement area is a recorded document with a definite legal description. The fence line would be sitting in that area and the city would have a right to access the property because of the recorded easement. He further stated that, typically, the owner of the property is responsible for maintenance of the property.

MOTION by McEvers, seconded by Kennedy, to recommend council approval of the request of the owners of the Towers at Ridgepointe, located at the north ½ of Lakeview Hill on 18th Street & Lost Avenue, for encroachment of a fence into the required open space easement, upon a showing by the applicant that the maintenance of the easement area will be the applicant's responsibility and the applicant demonstrating that the areas that the fence intrudes into the easement are approximately equal to the areas where the fence recedes from the easement.

VOTE: Motion carried.

The meeting adjourned at 4:24 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 10, 2008
FROM: Tami Stroud, Planner *TS*
SUBJECT: Request for Encroachment of Fence into Required Open Space Easement

DECISION POINT:

Jef Lemmon, architect and representative for the owners of the project known as Towers at Ridgepointe, are requesting an encroachment into the required open space easement for their perimeter fence. The project is located at the north ½ of Lakeview Hill on 18th Street & Lost Avenue.

HISTORY:

Towers at Ridgepointe, formerly known as “Cambria”, is a Planned Unit Development that was approved November of 1998. A thirty foot (30’) open space easement on the north side of Lakeview Hill, was negotiated as a condition of approval by City Attorney Jeff Jones, on behalf of the City Council (attached). The easement was set aside as an area of open space that is available to the neighborhood and the public on the north side of Lakeview Hill and Lost Avenue. The area extends along the length of the property fronting Lost Avenue and from Lost Avenue to the toe of the slope of the subject property.

FINANCIAL ANALYSIS:

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

PERFORMANCE ANALYSIS:

The owners of the property would like to install a fence along the perimeter of the thirty foot (30’) open space easement. However; due to the topography of the site, the proposed fence would meander in and out of the designated open space easement, as much as 14’ in one area (drawing to be provided at the meeting).

SUMMARY:

Staff recommends the approval of the encroachment into the open space easement due to topography issues on the site.

Letter to Alan Gulob
November 9, 1998
Page 2

8. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.
9. A fire hydrant(s) placement or other methods of suppression will be addressed during the building permit process on the subject property.
10. The Covenants, Conditions, and Restrictions and/or Articles of Incorporation of the homeowner's association shall be subject to review for compliance with the conditions herein by the City Attorney.
11. An agreement for screening shall be executed between the developer and the City, taking into consideration the needs and concerns of owners of the property at the intersections of the proposed private access road and 18th and 19th Streets. It shall provide for adequate screening between those properties, using vegetation, fencing or walls or any combination thereof to mitigate sound and light transmission from the anticipated traffic onto the existing residences.
12. An agreement for the development, liability and perpetual maintenance of the proposed open space on the north side of Lakeview Hill shall be executed between the developer and the City. The needs and concerns of the owners of property in the neighborhood shall be taken into consideration in this agreement, and if possible, the agreement shall provide that the neighborhood and the developer shall share in the development, liability and perpetual maintenance of said open space. The underlying purpose of the agreement is to set aside an area of open space that is available to the neighborhood and the public on the north side of Lakeview Hill along Lost Avenue. The area to be included in this agreement shall extend along the length of the property fronting Lost Avenue and from Lost Avenue to the toe of the slope of the subject property.
13. Lighting along the private access road shall be low level and placed so that it is not intrusive to the neighborhood.
14. There shall be a height limitation for the proposed buildings of 46 feet for the roof with an architecturally- featured dormer that would extend a maximum of an additional 15 feet as portrayed on the Proposed Elevation (Exhibit "G" in the public hearing file).
15. An agreement for traffic safety shall be executed between the developer and the City, taking into consideration the needs and interests of the adjacent landowners. The purpose of the agreement is to address traffic safety measures at the intersection of the new, private access road and 18th and 19th Streets. Safety measures might include signage, parking restrictions, etc.
16. Vehicular circulation through the PUD shall be by means of a one-way loop road, with ingress being from 18th Street and egress being from 19th Street.

1658401

STATE OF IDAHO)
COUNTY OF KOOTENAI) ss
AT THE RESIDENT OF)
City of Coeur d'Alene)
DEC 4 1 22 PM '00

AGREEMENT

DANIEL J. ENGLISH

DEPUTY

THIS AGREEMENT, made and dated this 7th day of November, 2000 by and 21 pgs
between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized
and existing under the laws of the state of Idaho, with its principal place of business at 710
Mullan Avenue, Coeur d'Alene, Kootenai County, Idaho, hereinafter referred to as the "City,"
and New Frontiers Investments, L.L.C., a limited liability company, with its principal place of
business in Hayden, Idaho, hereinafter referred to as the "Developer,"

WHEREAS, Developer is developing a planned unit development (PUD) within the City
limits of Coeur d'Alene located South of Lost Avenue and East of 15th Street, which is
designated as PUD-4-98, and is referred to as "CAMBRIA"; and

WHEREAS, the City Council for the City of Coeur d'Alene approved a preliminary PUD
development for CAMBRIA on the 3rd day of November, 1998 after public hearing and review
of evidence, which PUD is known as PUD-4-98; and

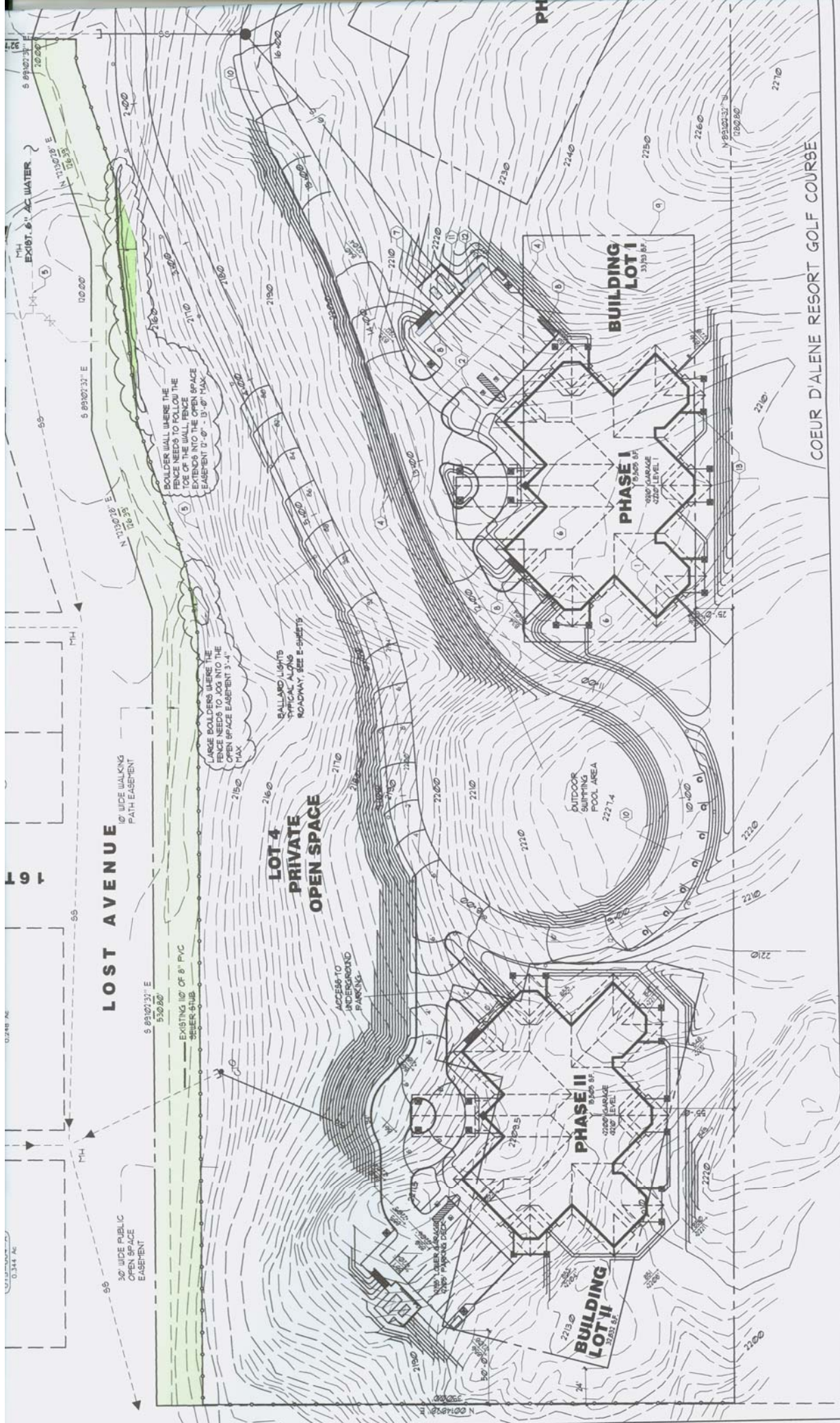
WHEREAS, as the result of said public hearing, City council required that the Developer
comply with sixteen (16) conditions in addition to the requirements of Municipal Code Title 17;
and

WHEREAS, said conditions are set forth in Exhibit "A", a letter from Jean DeBarbieris
to Alan Golub, dated November 9, 1998, which exhibit is by this reference incorporated herein as
if set forth fully; and

WHEREAS, conditions 11, 12, and 15 require specific agreements with the City of Coeur
d'Alene; and

WHEREAS, condition number 11 required that the Developer enter into, an agreement
for screening, with the City, "taking into consideration the needs and concerns of owners of the
property at the intersections of the proposed private access road and 18th and 19th Streets." The
Agreement "shall provide for adequate screening between those properties, using vegetation,
fencing or walls or any combination thereof to mitigate sound and light transmission from the
anticipated traffic onto the existing residences;" and

★ WHEREAS, condition number 12 required that the Developer enter into an Agreement
with the City for the development, liability and perpetual maintenance of the proposed open
space on the north side of Lakeview Hill. The needs and concerns of the owners of property in
the neighborhood shall be taken into consideration in this agreement, and if possible, the
agreement shall provide that the neighborhood and the developer shall share in the development,
liability and perpetual maintenance of said open space. The underlying purpose of the agreement
is to set aside an area of open space that is available to the neighborhood and the public on the



LOST AVENUE

**LOT 4
PRIVATE
OPEN SPACE**

**BUILDING
LOT I**

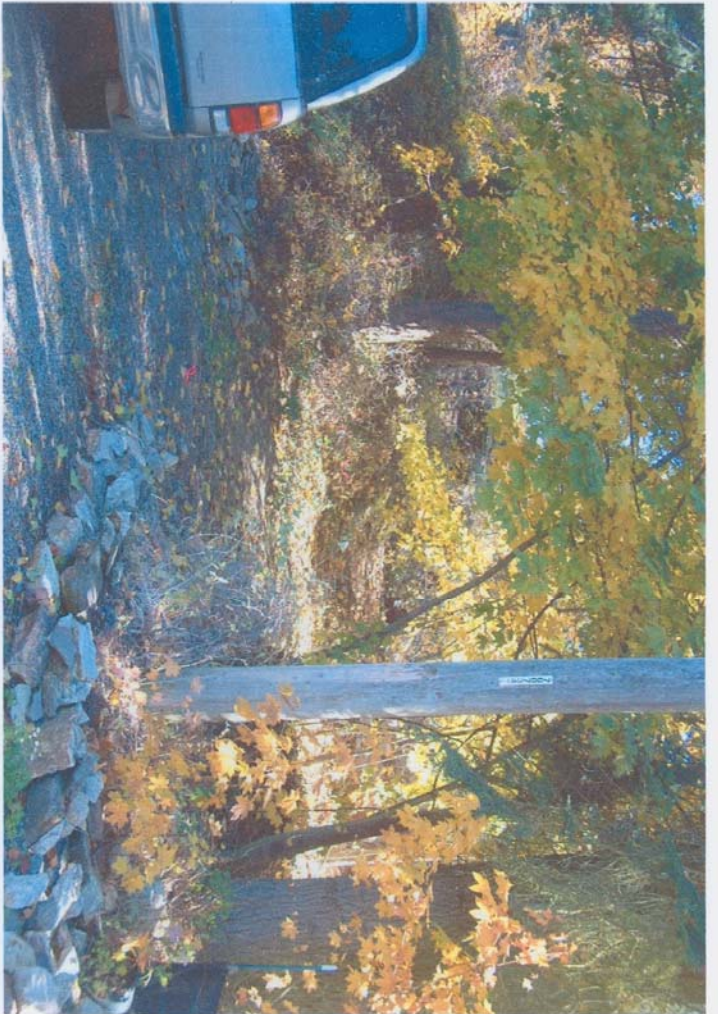
PHASE I

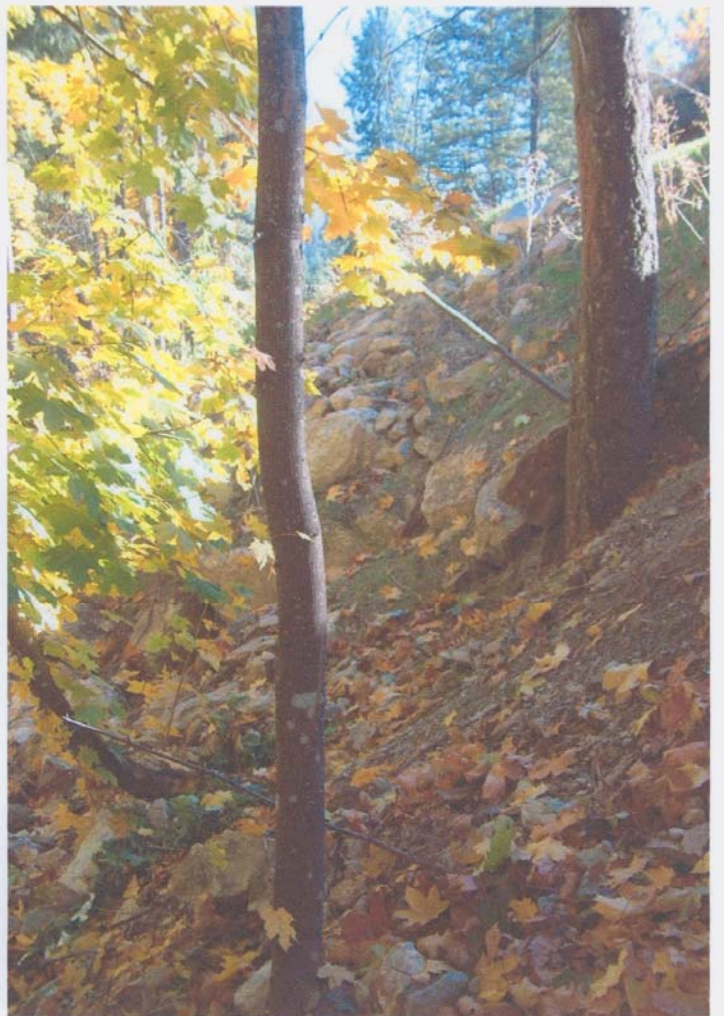
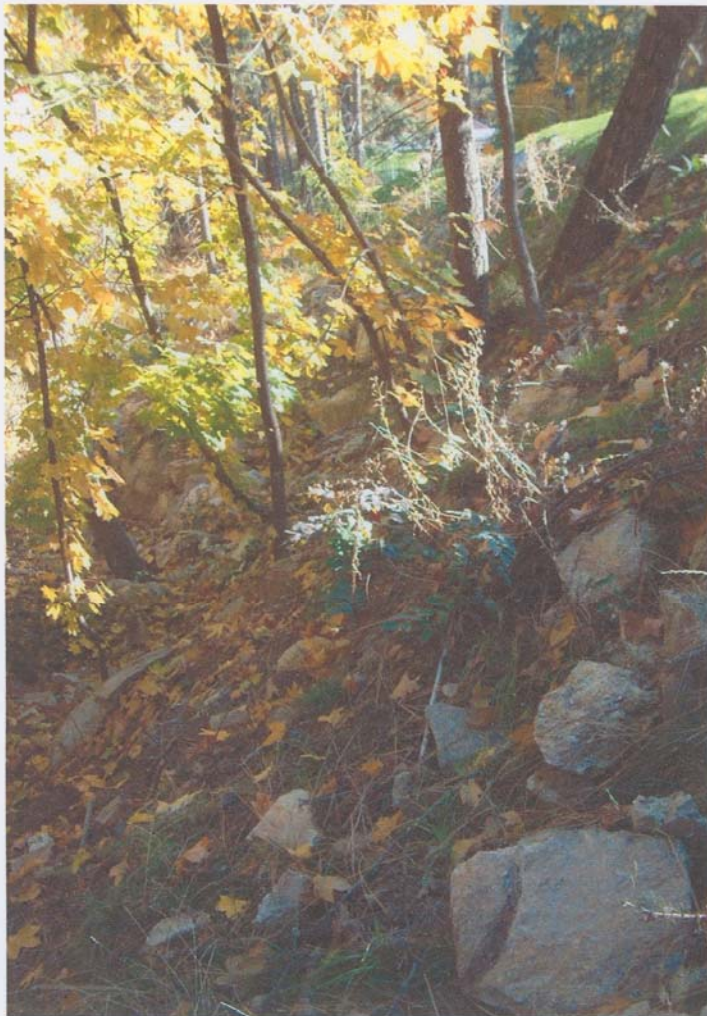
**BUILDING
LOT II**

PHASE II

COEUR D'ALENE RESORT GOLF COURSE







OTHER BUSINESS

RESOLUTION NO. 08-060

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

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

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

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

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

DATED this 18th day of November, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 31st day of October, 2008, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter termed the "City," and **Riverstone West, LLC**, a limited liability company organized pursuant to the laws of the State of Idaho, with its address at 104 South Division Street, Spokane, Washington 99204, , hereinafter referred to as the "Owner".

WITNESSETH:

WHEREAS, Owner owns a parcel of land ("the Property") adjacent to the City limits that it wishes to develop, and the Owner has applied for annexation to the City. The Property is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

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

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

ARTICLE I: LEGAL DESCRIPTION

1.1. Property Description: The Property is an approximately 15,625 square feet (.36 acre) parcel located at near the intersection of Beebe Boulevard and Tilford Lane. The legal description for the Property is attached hereto as Exhibit "A".

ARTICLE II: STANDARDS

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

ARTICLE III. UTILITIES

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

3.2. Garbage Collection: Upon expiration of any existing garbage hauling contract, the Owner agrees to use the garbage collection service in effect within the City of Coeur d'Alene

for any development on the Property. The City will identify the garbage collection service to be used.

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

3.4. Abandonment of Well Casings: In order to protect ground water from possible contamination the Owner will have any existing well casings on the property abandoned by a certified well drilling contractor to the satisfaction of the City. This work will be done at no cost to the City.

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

ARTICLE IV: PUBLIC IMPROVEMENTS

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

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

4.3. Property Included in PUD: Owner will submit an application within six (6) months after the publication of the annexation ordinance to include the property into the Riverstone West PUD.

ARTICLE V: FEES

5.1. Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Four Thousand Five Hundred and Ninety Dollars and no/100 (\$4,590.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per allowed lot under the approved C-17 zoning). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due before the execution of this agreement.

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

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

5.4. Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. Owner agrees to reimburse the City in the amount of Two Hundred Fifty Dollars and No/100 (\$250.00), which will be due before the execution of this Agreement.

ARTICLE VI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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


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

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

CITY OF COEUR D'ALENE

RIVERSTONE WEST LLC

Sandi Bloem, Mayor


By: John Stone
Managing Member

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the **Mayor and City Clerk**, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF Idaho)
) ss.
County of Kootenai)

On this 31st day of October, 2008, before me, a Notary Public, personally appeared **John Stone**, known to me to be the **Managing Member of Riverstone West, LLC** and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

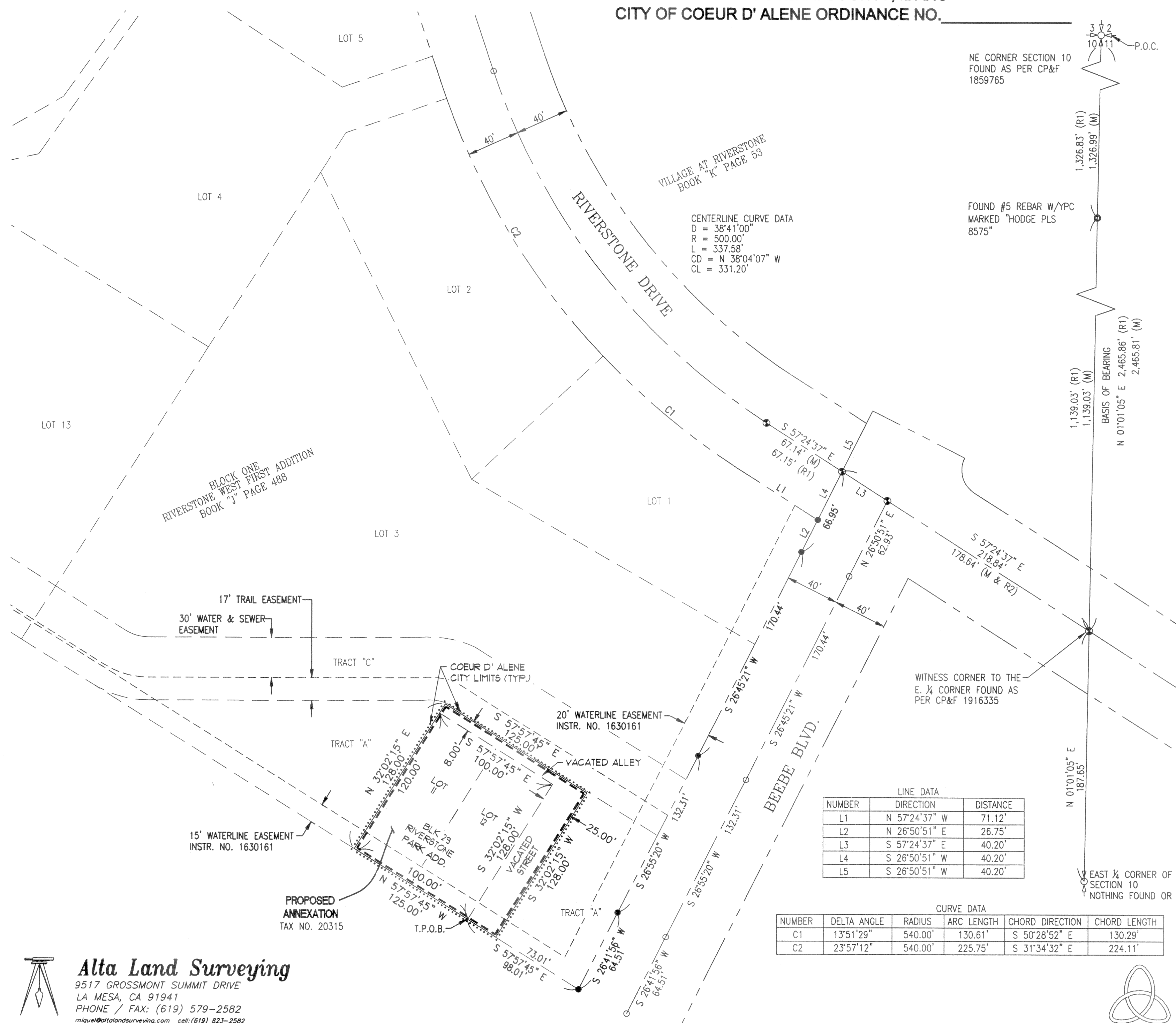
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Rhonda Harvitt
Notary Public for Idaho
Residing at Hayden, ID
My Commission Expires: 7-11-2012



ANNEXATION MAP

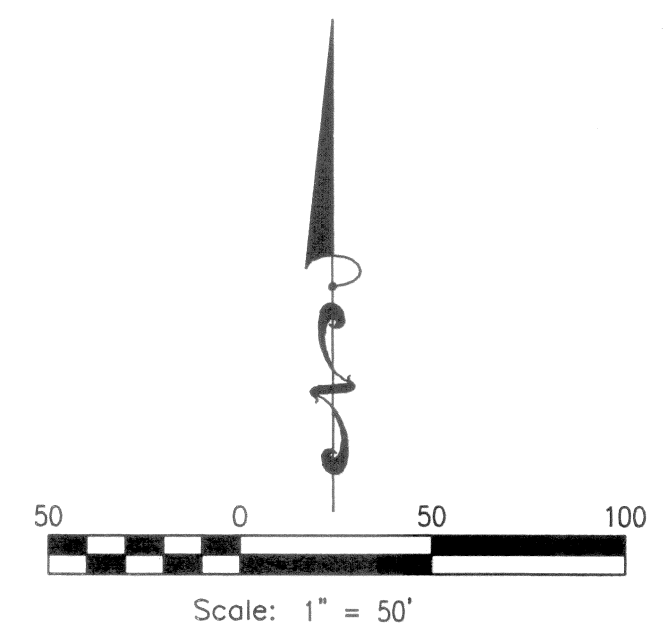
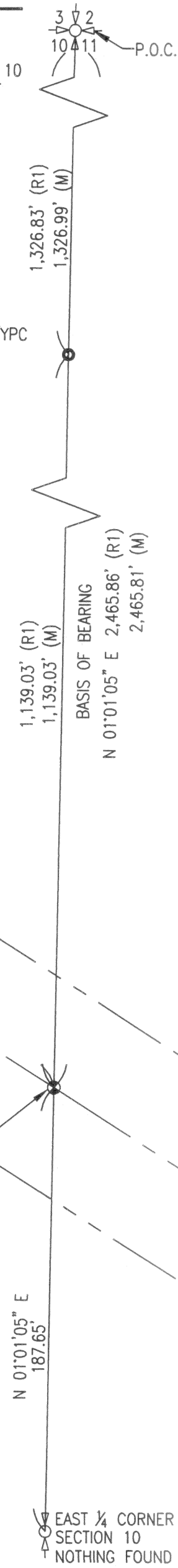
OF THE UNPLATTED TAX PARCEL NO. 20315
 LOCATED IN THE NE 1/4 OF SECTION 10, T. 50 N., R. 4 W., B.M.,
 KOOTENAI COUNTY, IDAHO
 CITY OF COEUR D' ALENE ORDINANCE NO. _____



CENTERLINE CURVE DATA
 D = 38°41'00"
 R = 500.00'
 L = 337.58'
 CD = N 38°04'07" W
 CL = 331.20'

NE CORNER SECTION 10
 FOUND AS PER CP&F
 1859765

FOUND #5 REBAR W/YPC
 MARKED "HODGE PLS
 8575"



LEGEND

- Set 5/8" X 30" long rebar w/cap LS 8076
- Found property corner as per Riverstone West First Addition or as described
- ⊕ Found #5 Rebar with Yellow Plastic Cap " in a monument case marked "Tate 4565"
- Calculated position
- ⊕ Found Section or 1/4 Section Corner
- ⊕ Section or 1/4 Section Corner - nothing found or set
- Parcel boundary
- - - Record lot line per Inst. #2100019000
- - - Centerline
- - - Right-of-way line
- - - Section line
- (R) Record Measurement
- (M) Measured Distance
- P.O.C. Point of Commencement
- T.P.O.B. True Point of Beginning

BASIS OF BEARINGS

The Basis of Bearings for this survey is N.01°01'05"E. along the East line of the NE 1/4 of Section 10, T.50 N., R. 4 W., B.M. as per the Plat of Riverstone West First Addition, Book J, Page 488 and the City of Coeur d' Alene State Plane grid map.

SURVEY REFERENCES

- R1 - RIVERSTONE WEST FIRST ADDITION, BOOK J, PAGE 488
- R2 - CP&F 1916335

SURVEYOR'S CERTIFICATE

THIS MAP WAS COMPILED FROM RECOR INFORMATION AND IS FOR THE PURPOSE OF SHOWING ANNEXATION BOUNDARIES ONLY.

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N 57°24'37" W	71.12'
L2	N 26°50'51" E	26.75'
L3	S 57°24'37" E	40.20'
L4	S 26°50'51" W	40.20'
L5	S 26°50'51" W	40.20'

CURVE DATA

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	13°51'29"	540.00'	130.61'	S 50°28'52" E	130.29'
C2	23°57'12"	540.00'	225.75'	S 31°34'32" E	224.11'

MIGUEL A. MARTINEZ, PLS 8076
 DATE: 03/31/08



Alta Land Surveying
 9517 GROSSMONT SUMMIT DRIVE
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 miguel@altalandsurveying.com cell: (619) 823-2582

KELTIC ENGINEERING, INC.
 315 Adams Lane • Lewiston, Idaho 83501 • (208) 743-2135 • (208) 743-2136 fax
 1621 N Third Street, Ste 500 • Coeur d'Alene, Idaho 83814 • (208) 664-4836 • (208) 664-4893 fax
 Development • Planning • Design • Construction Management

EXHIBIT "A"
TAX LOT NO. 20315 LEGAL DESCRIPTION

ALL OF LOT 11 AND 12, BLOCK 29, RIVERSIDE PARK ADDITION, AS RECORDED AT BOOK "B", PAGE 138, KOOTENAI COUNTY RECORDS, VACATED BY ORDERS RECORDED AUGUST 23, 2004 AND JUNE 21, 2004 AS INSTRUMENT NOS. 1896277 AND 1883206, RESPECTIVELY, LOCATED IN THE EAST HALF OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, ALSO DESCRIBES AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, SAID CORNER BEING MARKED WITH A 3" ALUMINUM CAP PER C.P.& F., INSTRUMENT #1310215, KOOTENAI COUNTY RECORDS FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH 01°01'05" WEST, 2,653.46 FEET;

THENCE SOUTH 01°01'05" WEST, 2,465.81 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE CENTERLINE OF RIVERSTONE DRIVE, SAID POINT BEING MARKED BY A WITNESS CORNER TO THE E ¼ CORNER PER C.P.&F., INSTRUMENT # 1916335, KOOTENAI COUNTY; THENCE LEAVING SAID EAST LINE, ALONG SAID CENTERLINE

NORTH 57°24'37" WEST, 218.84 FEET TO THE EASTERLY BOUNDARY LINE OF AS SHOWN BY THAT RIVERSTONE WEST FIRST ADDITION PLAT BY P.L.S. 4565 RECORDED IN BOOK J, PAGE 488, INSTRUMENT #2100019000, KOOTENAI COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE, ALONG SAID EASTERLY LINE

SOUTH 26°50'51" WEST, 66.95 FEET; THENCE

SOUTH 26°45'21" WEST, 170.44 FEET; THENCE

SOUTH 26°55'20" WEST, 132.31 FEET; THENCE

SOUTH 26°41'56" WEST, 64.51 FEET TO THE INTERSECTION OF SAID EASTERLY LINE AND THE NORTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE LEAVING SAID EASTERLY LINE, ALONG SAID RIGHT-OF-WAY

NORTH 57°57'45" WEST, 98.01 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 12, BLOCK 29, RIVERSIDE PARK ADDITION AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY

NORTH 57°57'45" WEST, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK 29, RIVERSIDE PARK ADDITION; THENCE LEAVING SAID RIGHT-OF-WAY

NORTH 32°02'15" EAST, 120.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 11; THENCE

SOUTH 57°57'45" EAST, 100.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE

SOUTH 32°02'15" WEST, 120.00 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH THAT PORTION OF VACATED ALLEY AND STREET THAT WOULD ATTACH BY OPERATION OF LAW.

PREPARED BY:

ALTA LAND SURVEYING, INC.


MIGUEL A. MARTINEZ
P.L.S. 8076

03/27/08
DATE



COUNCIL BILL NO. 08-1023
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING THE PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property described in Exhibit "A", attached hereto and incorporated herein, which is contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, is hereby annexed into the City of Coeur d'Alene, Kootenai County, Idaho, and is zoned C-17 (Commercial at 17 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene is hereby amended as set forth in Section 1 above.

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

SECTION 4. That the above described property is hereby added to Precinct #35, and that Section 1.16.030, Coeur d'Alene Municipal Code, is hereby amended to include the subject property within the boundaries of Precinct #35.

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

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

APPROVED by the Mayor this 18th day of November, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Annexation A-3-08 Riverstone West, LLC
Property near the intersection at Beebe Blvd.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED AS PORTIONS OF SECTION 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.030, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #35; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

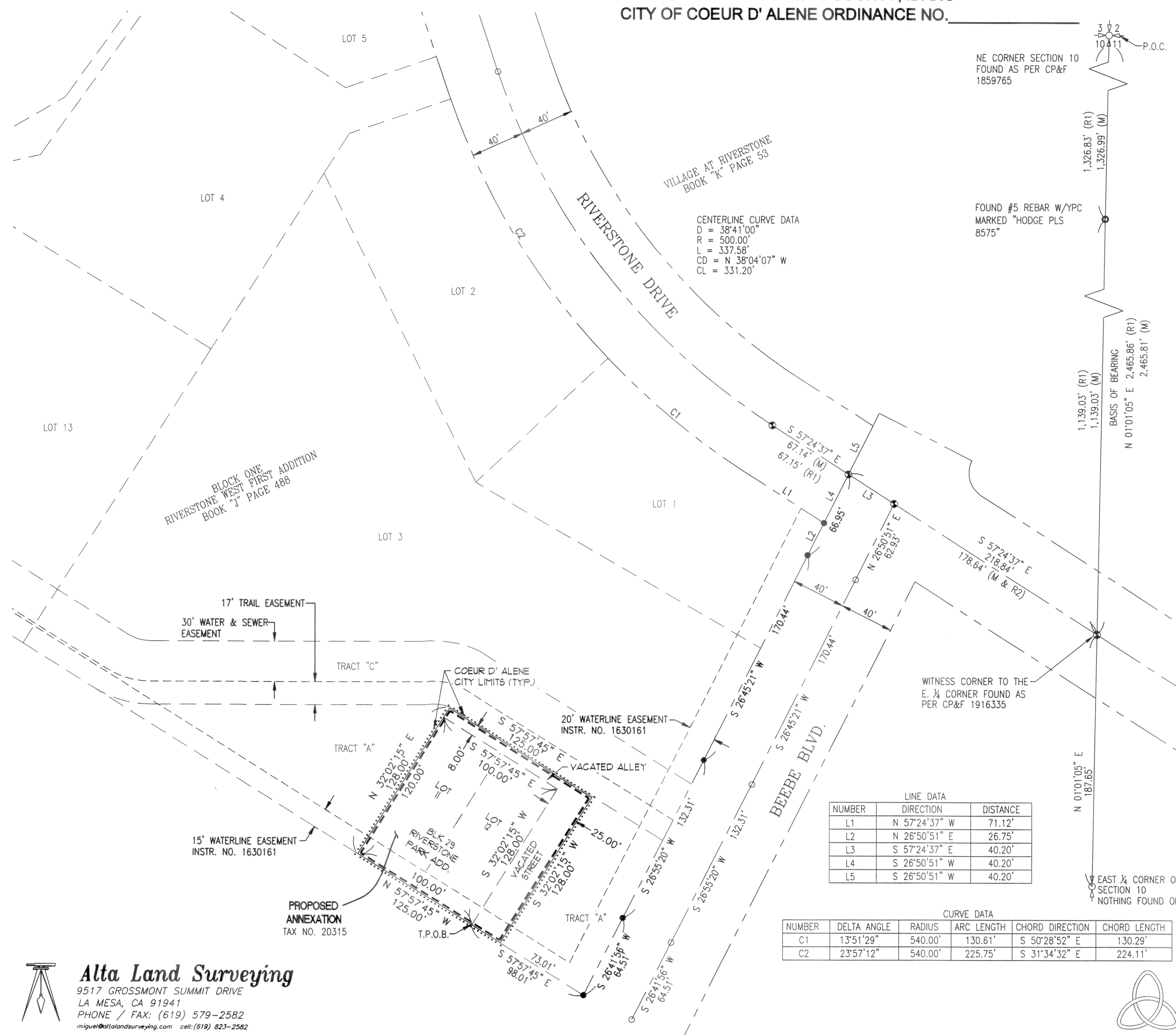
I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Annexation A-3-08 Riverstone West, LLC - Property near the intersection at Beebe Blvd., and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of November, 2008.

Warren J. Wilson, Chief Civil Deputy City Attorney

ANNEXATION MAP

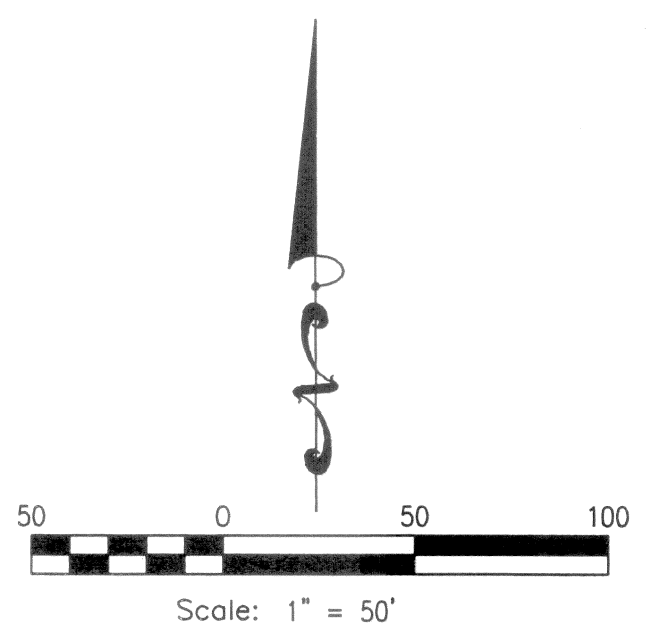
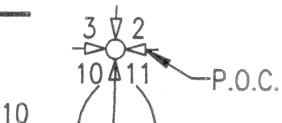
OF THE UNPLATTED TAX PARCEL NO. 20315
 LOCATED IN THE NE 1/4 OF SECTION 10, T. 50 N., R. 4 W., B.M.,
 KOOTENAI COUNTY, IDAHO
 CITY OF COEUR D' ALENE ORDINANCE NO. _____



CENTERLINE CURVE DATA
 D = 38°41'00"
 R = 500.00'
 L = 337.58'
 CD = N 38°04'07" W
 CL = 331.20'

NE CORNER SECTION 10
 FOUND AS PER CP&F
 1859765

FOUND #5 REBAR W/YPC
 MARKED "HODGE PLS
 8575"



LEGEND

- Set 5/8" X 30" long rebar w/cap LS 8076
- Found property corner as per Riverstone West First Addition or as described
- ⊕ Found #5 Rebar with Yellow Plastic Cap " in a monument case marked "Tate 4565"
- Calculated position
- ⊕ Found Section or 1/4 Section Corner
- ⊕ Section or 1/4 Section Corner - nothing found or set
- Parcel boundary
- - - Record lot line per Inst. #2100019000
- - - Centerline
- - - Right-of-way line
- - - Section line
- (R) Record Measurement
- (M) Measured Distance
- P.O.C. Point of Commencement
- T.P.O.B. True Point of Beginning

BASIS OF BEARINGS

The Basis of Bearings for this survey is N.01°01'05"E. along the East line of the NE 1/4 of Section 10, T.50 N., R. 4 W., B.M. as per the Plat of Riverstone West First Addition, Book J, Page 488 and the City of Coeur d' Alene State Plane grid map.

SURVEY REFERENCES

- R1 - RIVERSTONE WEST FIRST ADDITION, BOOK J, PAGE 488
- R2 - CP&F 1916335

SURVEYOR'S CERTIFICATE

THIS MAP WAS COMPILED FROM RECOR INFORMATION AND IS FOR THE PURPOSE OF SHOWING ANNEXATION BOUNDARIES ONLY.

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N 57°24'37" W	71.12'
L2	N 26°50'51" E	26.75'
L3	S 57°24'37" E	40.20'
L4	S 26°50'51" W	40.20'
L5	S 26°50'51" W	40.20'

CURVE DATA

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	13°51'29"	540.00'	130.61'	S 50°28'52" E	130.29'
C2	23°57'12"	540.00'	225.75'	S 31°34'32" E	224.11'

WITNESS CORNER TO THE
 E. 1/4 CORNER FOUND AS
 PER CP&F 1916335

N 01°01'05" E 187.65'
 EAST 1/4 CORNER OF
 SECTION 10
 NOTHING FOUND OR SET

Miguel A. Martinez
 MIGUEL A. MARTINEZ,
 PLS 8076

PROFESSIONAL LAND SURVEYOR
 REGISTERED
 8076
 STATE OF IDAHO
 MIGUEL A. MARTINEZ

DATE: 03/31/08

Alta Land Surveying
 9517 GROSSMONT SUMMIT DRIVE
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 miguel@altalandsurveying.com cell: (619) 823-2582

KELTIC ENGINEERING, INC.
 315 Adams Lane • Lewiston, Idaho 83501 • (208) 743-2195 • (208) 743-2196 fax
 1621 N Third Street, Ste 500 • Coeur d'Alene, Idaho 83814 • (208) 664-4836 • (208) 664-4893 fax
 Development • Planning • Design • Construction Management

EXHIBIT "A"
TAX LOT NO. 20315 LEGAL DESCRIPTION

ALL OF LOT 11 AND 12, BLOCK 29, RIVERSIDE PARK ADDITION, AS RECORDED AT BOOK "B", PAGE 138, KOOTENAI COUNTY RECORDS, VACATED BY ORDERS RECORDED AUGUST 23, 2004 AND JUNE 21, 2004 AS INSTRUMENT NOS. 1896277 AND 1883206, RESPECTIVELY, LOCATED IN THE EAST HALF OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, ALSO DESCRIBES AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, SAID CORNER BEING MARKED WITH A 3" ALUMINUM CAP PER C.P.& F., INSTRUMENT #1310215, KOOTENAI COUNTY RECORDS FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH 01°01'05" WEST, 2,653.46 FEET;

THENCE SOUTH 01°01'05" WEST, 2,465.81 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE CENTERLINE OF RIVERSTONE DRIVE, SAID POINT BEING MARKED BY A WITNESS CORNER TO THE E ¼ CORNER PER C.P.&F., INSTRUMENT # 1916335, KOOTENAI COUNTY; THENCE LEAVING SAID EAST LINE, ALONG SAID CENTERLINE

NORTH 57°24'37" WEST, 218.84 FEET TO THE EASTERLY BOUNDARY LINE OF AS SHOWN BY THAT RIVERSTONE WEST FIRST ADDITION PLAT BY P.L.S. 4565 RECORDED IN BOOK J, PAGE 488, INSTRUMENT #2100019000, KOOTENAI COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE, ALONG SAID EASTERLY LINE

SOUTH 26°50'51" WEST, 66.95 FEET; THENCE

SOUTH 26°45'21" WEST, 170.44 FEET; THENCE

SOUTH 26°55'20" WEST, 132.31 FEET; THENCE

SOUTH 26°41'56" WEST, 64.51 FEET TO THE INTERSECTION OF SAID EASTERLY LINE AND THE NORTH RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE; THENCE LEAVING SAID EASTERLY LINE, ALONG SAID RIGHT-OF-WAY

NORTH 57°57'45" WEST, 98.01 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 12, BLOCK 29, RIVERSIDE PARK ADDITION AND THE **TRUE POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY

NORTH 57°57'45" WEST, 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11, BLOCK 29, RIVERSIDE PARK ADDITION; THENCE LEAVING SAID RIGHT-OF-WAY

NORTH 32°02'15" EAST, 120.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 11; THENCE

SOUTH 57°57'45" EAST, 100.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE

SOUTH 32°02'15" WEST, 120.00 FEET TO THE **TRUE POINT OF BEGINNING**.

TOGETHER WITH THAT PORTION OF VACATED ALLEY AND STREET THAT WOULD ATTACH BY OPERATION OF LAW.

PREPARED BY:

ALTA LAND SURVEYING, INC.


MIGUEL A. MARTINEZ
P.L.S. 8076

03/27/08
DATE



MEMORANDUM

DATE: NOVEMBER 12, 2008

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR
RENATA MCLEOD, PROJECT COORDINATOR

RE: PERSONNEL RULE AMENDMENTS

DECISION POINT: To authorize Resolution No. 08- 061, authorizing amendments to creating a new Section to Rule III, entitled Section 5 “Safe Work Practices,” providing safety standards for employees; repealing Rule V, Section 5, entitled “Incentive Awards for Employee Suggestions,” as this rule is antiquated and does not reflect current practices; and amending Rule XI, Section 3, entitled “Sick Leave” to reflect a clear definition of immediate family.

HISTORY: The proposed Personnel Rule amendments were posted at a minimum of ten (10) consecutive days before this City Council meeting. Staff has discussed these amendments with the Associations and the Fire Union, as well as the Executive Team.

FINANCIAL: There are no hard costs associated with these Personnel Rule amendments.

QUALITY OF LIFE: Our goal is to provide a consistent and clear document for personnel rules.

DECISION POINT/RECOMMENDATION: To authorize Resolution No. 08- 061, authorizing amendments to creating a new Section to **Rule III, entitled Section 5 “Safe Work Practices,”** providing safety standards for employees; repealing **Rule V, Section 5, entitled “Incentive Awards for Employee Suggestions,”** as this rule is antiquated and does not reflect current practices; and amending **Rule XI, Section 3, entitled “Sick Leave”** to reflect a clear definition of immediate family.

RESOLUTION NO. 08-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY CREATING A NEW SECTION TO RULE III, ENTITLED SECTION 5 "SAFE WORK PRACTICES," PROVIDING SAFETY STANDARDS FOR EMPLOYEES; REPEALING RULE V, SECTION 5, ENTITLED "INCENTIVE AWARDS FOR EMPLOYEE SUGGESTIONS" AND AMENDING RULE XI ENTITLED "SICK LEAVE" TO REFINE THE DEFINITION OF IMMEDIATE FAMILY.

WHEREAS, the need to revise various Personnel Rules, as noted above, has been deemed necessary by the City Council; and

WHEREAS, said Personnel Rule and Classification and Compensation amendments have been properly posted at a minimum of ten (10) days prior to this Council Meeting; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such rules attached hereto as Exhibit "A," and plan amendments as noted above be adopted; NOW, THEREFORE,

DATED this 18th day of November, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

RULE III: MISCELLANEOUS PROVISIONS

Section 5. SAFE WORK PRACTICES POLICY

- a) Purpose/Intent: It is the City of Coeur d'Alene's goal to provide safe working conditions and operating procedures that will ensure a safe work environment for all employees. The safety of City employees is of primary importance. A safe operation conserves human and material resources and is essential to efficient production. The City's goal is to eliminate work-related injuries and illnesses.
- b) Responsibilities: Occupational health and safety is everyone's responsibility and everyone must be held accountable for their actions concerning safety. All levels of management and supervision have a primary responsibility to determine safe work procedures and ensure safe working conditions. Supervisors and employees are expected to follow the work methods and procedures established by the City of Coeur d'Alene.
 - 1) Supervisory Responsibility: To provide a safe and healthful working environment and to encourage, support, and lead employees in safe work practices.
 - 2) Employee Responsibility: To work safely and in a healthful manner, comply with all laws and department regulations/policies and to protect themselves and those around them. If at any time an employee feels unsafe or observes an unsafe condition or act, stop work and correct the situation or contact a supervisor for help.
 - 3) Work Related Injuries: In the event of a work related injury, the employee must:
 - i. Notify your supervisor when an injury occurs;
 - ii. Complete a First Report of Injury as soon as possible;
 - iii. If necessary, get medical attention through Kootenai Medical Center (KMC). KMC Occupational Health is the City's designated preferred medical provider.
- c) These responsibilities can be met by working continuously to promote safe work practices among all employees and to maintain property and equipment in a safe operating condition.
- d) Benefit: By working together, we can maintain a safe and efficient organization.

RULE V: COMPENSATION

~~SECTION 5. Incentive Awards for Employee Suggestions~~

~~There is hereby established an Incentive Awards Program to give recognition to employees for the submission of original, constructive suggestions which would reduce operating costs, improve city operations, and provide better service to the community.~~

~~Suggestions must meet all the following criteria:~~

~~Be legibly written or typed.~~

~~Be signed and dated.~~

~~Propose a specific method of implementation.~~

~~Stimulate activity on the part of management through approval and implementation of the specific suggestion.~~

~~Demonstrate the dollar savings or revenues to be gained if the idea is implemented.~~

~~One which would be considered above and beyond an employee's regular job duties.~~

~~Ineligible suggestions include:~~

~~Ones which propose unclear or non-specific methods.~~

~~Ones which propose following established procedures which are not being followed.~~

~~Ones which are a result of contracted audits, studies, surveys, projects, reviews, or research.~~

~~Ones which constitute personal grievances or complaints.~~

~~Ones concerning employee compensation and individual position classifications.~~

~~Any employee can nominate any other employee including him/herself. Recognition shall be in the form of both monetary and non-monetary awards provided that no monetary award shall exceed a total of \$1,000 or 10% of the estimated first year's savings (or net increase in revenues) as a result of the suggestion's implementation (whichever figure is less).~~

~~The Incentive Awards Program for Employee Suggestions shall be reviewed by the Employee Empowerment Committee with final approval by the City Administrator in accordance with practice and procedures adopted by the City Council. Monetary awards shall be held in abeyance until the new budget year (October 1) so monies may be budgeted for this program.~~

RULE XI: ATTENDANCE AND LEAVES

SECTION 3.

Sick Leave

- (a) Purpose: All employees in the competitive service (excluding employees appointed to temporary/seasonal positions) are eligible to accrue and use sick leave with pay only as specifically allowed by the rules contained in this section. Sick leave shall not be considered as a right, which an employee may use at his/her discretion.
- (b) Accrual Method: Unless otherwise provided by contract or other written agreement, Sick leave will be accrued as: ten (10) hours for each month of service, accrued at a rate of five (5) hours per pay period, for Forty (40) hour a week employees.
 - (1) No sick leave shall accrue after sixty (60) consecutive days of absence.
- (c) Allowable Use: Accrued sick leave hours may be used for the following reasons that prevent an employee from working during a regularly scheduled workday/shift:
 - (1) Personal illness;
 - (2) Personal injury.
 - (3) Illness or quarantine of employee's immediate family necessitating the employee's absences from work. Unless otherwise provided by contract or other written agreement, immediate family is defined as spouse, child, mother, and father. A child is defined as the biological, adopted, foster, stepchild or a child of an individual acting in the parent's stead, who is under the age of eighteen unless an eligible IRS dependant.
 - (4) Personal or medical related appointments, including annual wellness exams, counseling, dental check-up, etc. (including the employee's immediate family).
 - (5) Conditions qualifying for leave under the Family and Medical Leave Act as provided under Section 11 of this Rule.
 - (6) Sick leave may not be used in the same pay period in which it is accrued.
 - (7) Notification Requirement: Unless otherwise specified by contract or written agreement, an employee who seeks to receive compensation while absent on sick leave, must notify his/her immediate supervisor or the Human Resource Director prior to, or within four (4) hours after the time set for reporting to work, or as specified by the Department Head. If the employee is incapable of providing the required notice, the employee must provide notice as soon as possible.

- (8) Documentation of Illness/Injury: When the absence is for more than three (3) consecutive workdays, the Department Head/Supervisor or Human Resources Director may require a report from a medical provider stating that the employee is/was unable to perform his/her duties or is/was needed for the care of an immediate family member's illness or injury, or other qualified, allowable uses, as noted in this rule. Additionally, if in the Department Head's/Supervisor's opinion the employee is unable to perform their job duties, a medical report may be required at any time.
- (9) Conservative Sick Use: To be eligible for conservative sick use, employees must be employed for the entire quarter of the fiscal year. Employees with less than seven hundred twenty (720) hours of accumulated sick leave as of October 1 shall be eligible to receive four (4) hours of vacation (hours will be pro-rated for part-time employees) for each quarter of the fiscal year in which they did not use any sick leave.
- (10) Maximum Usable Balance: As of October 1 of each year, a forty (40) hour a week employee may not have a usable balance of sick leave exceeding seven hundred and twenty (720) hours.
- (11) Compensation for Excess Sick Leave: Unless otherwise provided by contract or other written agreement, employees who have accrued more than the maximum usable balance of sick leave must select one of the following options for compensation of their excess sick leave. Once an employee has selected an option upon reaching eligibility, that selection may not be changed.
- i. Option One: Employees having accrued more than the usable balance of sick leave shall forfeit all sick leave in excess of the maximum on October 1 of each year. The employee will be paid, in November of the same year for one third (1/3) of the forfeited sick leave. Upon retirement from the City of Coeur d'Alene, employees will be paid for one-third (1/3) of their accrued sick leave balance at the date of retirement up to a maximum of two hundred forty (240) hours.
 - ii. Option Two: Employees having accrued more than the usable balance of sick leave, will bank the excess sick leave on October 1 of each year. Upon retirement from the City of Coeur d'Alene pursuant to the provisions of Idaho Code, the termination of an employee due to that employee's job being abolished, or the death of the employee, the

employee or their beneficiary will be paid for thirty-five percent (35%) of the employee's banked excess sick leave. Banked excess sick leave balance cannot be converted back into usable sick leave. Excess sick leave will continue to be banked each October 1 of each year.

- (12) Sick Leave Balance upon Separation: No payment shall be made for accumulated sick leave at the time of separation of employment, except those employees who retire from the City of Coeur d'Alene pursuant to the provisions of the Idaho Code. If a sick leave option has been selected, the selected option shall be applicable, see Section 11 entitled "Compensation for Excess Sick Leave" of this rule.
- (13) Long Term Disability: Unless otherwise provided by contract or other written agreement, employees utilizing the City provided disability insurance shall not receive vacation or sick leave accruals after sixty 60 consecutive days of absences.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 9/30/08	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/08
<u>General-Designated</u>	\$440,616	\$17,529	\$10,432	\$447,713
<u>General-Undesignated</u>	2,109,102	3,787,143	4,005,603	1,890,642
<u>Special Revenue:</u>				
Library	50,662	7,715	102,990	(44,613)
Cemetery	77,536	56,369	21,812	112,093
Parks Capital Improvements	645,045	18,154	39,229	623,970
Impact Fees	3,401,337	71,905	2,168	3,471,074
Annexation Fees	467,078	960	400,000	68,038
Insurance	1,922,234	4,429	1,075	1,925,588
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	685,226	188,174		873,400
LID Guarantee	268,254	50,552	39,000	279,806
LID 124 Northshire/Queen Anne/Indian Meadows	26,460	24,000	49,678	782
LID 127 Fairway / Howard Francis	25,824	15,000		40,824
LID 129 Septic Tank Abatement	195,175			195,175
LID 130 Lakeside / Ramsey / Industrial Park	94,592			94,592
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	-			-
LID 143 Lunceford / Neider	6,688			6,688
LID 145 Government Way	-			-
LID 146 Northwest Boulevard	174,804			174,804
LID 148 Fruitland Lane Sewer Cap Fees	-			-
<u>Capital Projects:</u>				
Street Projects	443,550	1,347		444,897
2006 GO Bond Capital Projects	610,295	1,303	847	610,751
<u>Enterprise:</u>				
Street Lights	143,011	89,752	35,054	197,709
Water	444,746	555,250	438,104	561,892
Water Capitalization Fees	976,757	65,820	4,295	1,038,282
Wastewater	14,680,129	579,527	478,694	14,780,962
Wastewater-Reserved	1,552,685	26,500		1,579,185
WWTP Capitalization Fees	3,196,709	143,189	8,364	3,331,534
WW Property Mgmt	60,668			60,668
Sanitation	87,887	259,090	251,640	95,337
Public Parking	591,545	11,633	14,466	588,712
Stormwater Mgmt	436,157	110,240	72,313	474,084
Wastewater Debt Service	70			70
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	-	181,029	1,372	179,657
LID Advance Payments	726	119		845
Police Retirement	1,335,335	20,069	42,439	1,312,965
Cemetery P/C	1,995,174	22,675	32,852	1,984,997
Sales Tax	1,133	1,832	1,133	1,832
Fort Sherman Playground	3,124	130	428	2,826
Jewett House	7,815	12,459	5,548	14,726
KCATT	3,378	7		3,385
Reforestation	-	300	281	19
Street Trees	193,065	8,797	2,198	199,664
Community Canopy	766	126		892
CdA Arts Commission	1,201	1,002	1,115	1,088
Public Art Fund	83,149	171	5,171	78,149
Public Art Fund - LCDC	177,650	365	1,622	176,393
Public Art Fund - Maintenance	111,151	228	817	110,562
KMPO - Kootenai Metro Planning Org	18,985	109,911	54,936	73,960
BID	144,839	5,324		150,163
Homeless Trust Fund	-	349		349
GRAND TOTAL	\$37,892,334	\$6,450,474	\$6,125,676	\$38,217,132

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 31-Oct-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2008	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$178,075	\$13,455	8%
	Services/Supplies	18,560	705	4%
Administration	Personnel Services	487,884	38,320	8%
	Services/Supplies	319,576	685	0%
Finance	Personnel Services	618,800	51,088	8%
	Services/Supplies	134,590	3,824	3%
Municipal Services	Personnel Services	781,490	64,898	8%
	Services/Supplies	519,090	50,976	10%
Human Resources	Personnel Services	200,841	16,751	8%
	Services/Supplies	50,600		
Legal	Personnel Services	1,188,345	93,560	8%
	Services/Supplies	103,542	2,508	2%
	Capital Outlay			
Planning	Personnel Services	480,015	39,593	8%
	Services/Supplies	59,800		
Building Maintenance	Personnel Services	274,385	22,076	8%
	Services/Supplies	147,975	1,386	1%
Police	Personnel Services	8,388,028	653,477	8%
	Services/Supplies	720,719	13,712	2%
	Capital Outlay	138,018	544	0%
Fire	Personnel Services	6,198,116	487,956	8%
	Services/Supplies	419,402	8,838	2%
	Capital Outlay	30,000		
General Government	Services/Supplies	202,890	177,140	87%
Byrne Grant (Federal)	Services/Supplies	80,662		
COPS Grant	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	769	1%
	Capital Outlay			
Streets	Personnel Services	1,801,367	135,609	8%
	Services/Supplies	512,750	3,806	1%
	Capital Outlay	235,000	1,575	1%
ADA Sidewalk Abatement	Personnel Services	140,214	72	0%
	Services/Supplies	71,600	500	1%
Engineering Services	Personnel Services	524,633	32,984	6%
	Services/Supplies	736,600	44,234	6%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ONE MONTH ENDED
 31-Oct-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2008	PERCENT EXPENDED
Parks	Personnel Services	1,210,389	92,831	8%
	Services/Supplies	433,820	(1,681)	0%
	Capital Outlay	81,000		
Recreation	Personnel Services	584,633	37,051	6%
	Services/Supplies	151,600	(162)	0%
	Capital Outlay	41,000		
Building Inspection	Personnel Services	832,665	69,356	8%
	Services/Supplies	56,150	2,969	5%
	Capital Outlay	16,000	15,900	99%
Total General Fund		<u>29,222,464</u>	<u>2,177,305</u>	<u>7%</u>
Library	Personnel Services	922,504	72,346	8%
	Services/Supplies	192,900	19,244	10%
	Capital Outlay	65,000	3,771	6%
Cemetery	Personnel Services	172,654	13,948	8%
	Services/Supplies	76,080	2,782	4%
	Capital Outlay	48,000		
Impact Fees	Services/Supplies	2,000,000		
Annexation Fees	Services/Supplies	400,000	400,000	100%
Parks Capital Improvements	Capital Outlay	1,578,000	27,491	2%
Insurance	Services/Supplies	318,000		
Total Special Revenue		<u>5,773,138</u>	<u>539,582</u>	<u>9%</u>
Debt Service Fund		<u>2,383,816</u>	<u>88,678</u>	<u>4%</u>
Ramsey Road	Capital Outlay			
Govt Way - Dalton to Hanley	Capital Outlay	300,000		
Howard - Neider Extension	Capital Outlay	450,000		
Atlas Road	Capital Outlay			
4th St - Anton to Timber	Capital Outlay			
Ironwood	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay	220,000		
Seltice Way	Capital Outlay			
15th St & Harrison signal	Capital Outlay	250,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay			
Fire Dept GO Bond Expenditure	Capital Outlay	500,000		
Total Capital Projects Funds		<u>1,720,000</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
31-Oct-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2008	PERCENT EXPENDED
Street Lights	Services/Supplies	572,090	6,409	1%
Water	Personnel Services	1,489,698	117,578	8%
	Services/Supplies	3,674,714	80,316	2%
	Capital Outlay	1,856,000	19,673	1%
Water Capitalization Fees	Services/Supplies	1,000,000		
Wastewater	Personnel Services	2,070,178	151,168	7%
	Services/Supplies	5,001,574	37,958	1%
	Capital Outlay	8,620,000	7,273	0%
	Debt Service	1,488,860		
WW Capitalization	Services/Supplies	3,798,325		
Sanitation	Services/Supplies	3,100,546	249,592	8%
Public Parking	Services/Supplies	184,132	3,333	2%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	372,189	25,116	7%
	Services/Supplies	521,837	28,119	5%
	Capital Outlay	675,000		
Total Enterprise Funds		<u>34,425,143</u>	<u>726,535</u>	<u>2%</u>
Kootenai County Solid Waste		2,400,000		
Police Retirement		244,728	18,276	7%
Cemetery Perpetual Care		103,000	648	1%
Jewett House		16,300	44	0%
Reforestation		2,000		
Street Trees		40,000	1,000	3%
Community Canopy		620		
CdA Arts Commission		6,700	1,008	15%
Public Art Fund		101,000		
Public Art Fund - LCDC		105,000		
Public Art Fund - Maintenance		5,000	785	16%
Fort Sherman Playground				
KMPO		539,200		
Business Improvement District		142,000		
Homeless Trust Fund		4,000		
Total Trust & Agency		<u>3,709,548</u>	<u>21,761</u>	<u>1%</u>
TOTALS:		<u><u>\$77,234,109</u></u>	<u><u>\$3,553,861</u></u>	<u><u>5%</u></u>