



Coeur d'Alene

CITY COUNCIL MEETING

December 19, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
DECEMBER 5, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall December 5, 2006 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

PUBLIC COMMENTS:

SORENSEN ELEMENTARY SCHOOL CLOSURE: Roger Snyder, 319 Park Drive, spoke on behalf of the Co-Chairs of the committee opposing the Sorensen Elementary School closure. He requested the City Council write a letter of support or adopt a Resolution urging the School District to keep Sorensen Elementary School open. He commented that last year the School District wanted to expand the number of elementary school to 11 schools and now they are proposing to go from 10 to 9 schools, which he believes will cause a shortage of facilities and overcrowding of the schools. Councilman Edinger asked if they know where the School District is proposing to send the children from Sorenson. Mr. Snyder responded that the School District has not announced where they plan to relocate the children. Mr. Edinger commented that he believes it would be a shame to see Sorenson School close as it is the last downtown school in the City.

MOTION: Motion by Goodlander, seconded by Edinger that the City Council support the retention of Sorenson in the downtown area.

DISCUSSION: Councilman Hassell expressed his concern of the trend of eliminating neighborhood schools and the construction of 400-500 student schools which he believes would result in the School District losing touch with the neighborhoods. Mr. Snyder noted that the trend is to reverse the consolidated schools. Councilman Kennedy believes that smaller magnet schools are an important factor for the City and he noted that Boise has gone to an open enrollment which allows students to choose the school they wish to attend. He did comment that he respects the School District Board and knows what a

difficult job they have. Councilman Reid commented that there are some students in the Sorenson School that have to be bused to other schools. Mr. Snyder believes that the more commitment that LCDC and the City have to provide affordable housing, the more families will move to the downtown area. Councilman Reid responded that neighborhood schools are an important part of our community and all the children should not be bused or driven to school by parents. One of her concerns is that the City is trying to build the population of families in the downtown area and the busing of children is not supportive of that effort. Councilman McEvers noted that Sorenson was the smallest school in the District and the numbers seem to be declining and because of this he can understand the hard choice that needs to be made by the School District. Mr. Snyder commented that the reason for the declining numbers at Sorenson is because the School District has reduced the number of classes at the school which results in fewer students.

COUNCIL VOTE: Motion carried.

BOAT LAUNCH FEES FOR DISABLED VETERANS: Mark Blackstone, 1725 N. 8th Street, thanked the City Council for the Resolution waiving the boat launch fees for disabled Veterans. Finance Director Troy Tymesen noted that any veteran that holds a gold card from the State of Idaho will be allowed to launch their boats at no charge. Motion by Goodlander, seconded by Edinger to move Resolution 06-077 forward. Motion carried.

RESOLUTION NO. 06-077

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING RESOLUTION NO. 05-034, FEES FOR DOWNTOWN PUBLIC PARKING LOTS, ADOPTED THE 3RD DAY OF MAY, 2005.

Motion by Goodlander, seconded by Hassell to adopt Resolution 06-077.

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

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

1. Approval of minutes for November 21, 2006.
2. Setting the Public Works Committee and General Services Committee meetings for December 11, 2006 at 4:00 p.m.
3. RESOLUTION 06-074: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVE THE ASSIGNMENT OF LEASE BETWEEN THE LAKE CITY DEVELOPMENT CORPORATION AND CONTRACTOR'S NORTHWEST TO THE CITY OF COEUR D'ALENE; APPROVING AMENDMENTS TO THE (3) AGREEMENTS WITH DIAMOND PARKING, INC.; APPROVAL OF SS-3-05 ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR CENTENNIAL TRAIL

CONDOMINIUMS AND APPROVAL OF THE DESTRUCTION OF VARIOUS CITY RECORDS.

4. RESOLUTION 06-075: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING A CITY RECORDS RETENTION MANUAL AND RECORDS RETENTION SCHEDULE.
5. Authorizing the purchase of a used Air Compressor for the Street Maintenance Dept.
6. Award of bid for Police Patrol Vehicles
7. RESOLUTION 06-078: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE IDAHO DEPARTMENT OF LANDS (IDL).

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

COUNCIL ANNOUNCEMENTS:

HANDICAPPED PARKING: Councilman McEvers announced that since the Parking Commission has replaced the Handicapped Parking signs that note the \$100 fine if a vehicle is parked in a handicapped parking space without the appropriate handicapped verification, they have received very few appeals to tickets being issued for such violations.

REIMBURSEMENT FOR VICE PRESIDENT CHENEY VISIT: Councilman McEvers noted that there have been comments in the newspaper regarding the City not asking for reimbursement from the Republican Party for Vice President Cheney's visit. City Administrator Wendy Gabriel responded that the role of the City Police Department was at the request of the U.S. Secret Service for help in providing for the safety of the Vice President during his visit and political parties were not a consideration with this request. She noted that the City would have done the same if the U.S. Secret Service had requested their service for a Democratic Party Vice President. Councilman Kennedy noted that although he supports the Administrator's decision, his concern was that it was an exclusive event and there was a similar event in Boise in which reimbursement was requested from the Republican Party.

DOWNTOWN PARADE AND FIREWORKS: Councilman Reid thanked the sponsors for an outstanding Lighting parade and the fireworks that followed the parade.

PROPERTY TAXES: Councilman Kennedy noted a recent newspaper headline which read: "Property Tax Bills lower than '05" and thanked City staff for their hard work in keeping the budget down.

HUGO LECOMTE THANKED FOR SERVICES: Councilman Goodlander expressed her appreciation to Hugo Lecomte who is leaving the City for all his efforts in trail planning for the City. Councilman Hassell noted that Hugo was a valuable asset to not

only the Parks Department but to the Parks and Recreation Commission and that his resignation is because he is going back to college to acquire his Masters Degree.

JIM GARRON RETIRES: Councilman Edinger announced that Jim Garron, after 20 years of service, has retired from the Street Department. He noted that the City does have a contract with Mr. Garron who has agreed to continue to help with snow removal and leaf pickup.

RESOLUTION NO. 06-076

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO WITHDRAWING RESOLUTION 93-002 AND ESTABLISHING A TWO (2) HOUR PARKING LIMIT IN CONJUNCTION WITH HAGADONE HOSPITALITY CORPORATION FOR THE CIRCULAR PARKING LOT.

DISCUSSION: Deputy City Administrator Jon Ingalls explained the parking lot is located south of Sherman Avenue on S. 1st Street and has 10 spaces of which 7 ½ spaces are located on Resort property and 2 ½ spaces are on City right-of-way. Since it is not a parking lot that charges fees for parking, it was determined by the Parking Commission to place a 2-hour parking limit which is similar with other free parking spaces in the downtown area.

Motion by Goodlander, seconded by Edinger to adopt Resolution 06-076.

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

ORDINANCE NO. 3278
COUNCIL BILL NO. 06-1040

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY FROM THE WOODLAND ESTATES SUBDIVISION, RECORDED IN BOOK "F" OF PLATS, PAGES 291/291A, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, GENERALLY DESCRIBED AS THAT THIRTY FOOT (30.0') STRIP ADJOINING THE WESTERLY BOUNDARY OF LOT 13, BLOCK 2; 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 Reid, seconded by Hassell to pass the first reading of Council Bill No. 06-1040.

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

Motion by Edinger, seconded by Hassell to suspend the rules and to adopt Council Bill No. 06-1040 by its having had one reading by title only.

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

PUBLIC HEARING - ZC-10-06: ZONE CHANGE AT 1101, 1103, 1113 W.

DAVIDSON: Mayor Bloem read the rules of order for this public hearing. John Stamsos, Associate Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as Ron Ayers, the location as 3 parcels totaling +/- 20,560 sq. ft. at 1101, 1103 and 1113 West Davidson Avenue and the reason for the request as a zone change from R-12 to C-17.

Mr. Stamsos then gave the staff analyses for land use, zoning, utilities, traffic and streets. He noted that on October 10, 2006 the Planning Commission heard this request and recommended Council approve this zone change by a vote of 4-0.

Mr. Stamsos reported that on November 17, 2006 a total of 181 notices of tonight's public hearing were mailed with a total of 2 responses being received; both being opposed to the zone change. Written comments were distributed for Council review.

PUBLIC COMMENTS: Dick Stauffer, the applicant's representative, 4441 French Gulch, commented that there is a lot of vertical grade on this property and reported that the property owner also owns the property on the east and on the south. He noted that the houses on the 5-acre area are homes which are all rentals and are probably in need of replacement.

DISCUSSION: Councilman Reid asked staff that since we vacated the street and streets are not zoned, how the vacated street obtains zoning. John Stamsos responded that a vacated street would have the zoning of the adjacent property.

MOTION: Motion by Reid, seconded by Kennedy to approve the requested zone change for 1001, 1103 and 1113 W. Davidson and to adopt the Findings and Order of the Planning Commission.

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

PUBLIC HEARING - ZC-6-06/PUD-3-06/S-9-06/SP-11-06: ZONE

CHANGE/PUD/PLAT APPROVAL/SPECIAL USE PERMIT FOR MEADOW RANCH SUBDIVISION: Mayor Bloem read the rules of order for this public hearing. Associate Planner John Stamsos gave the staff report. Councilman Goodlander noted

that she has a conflict of interest in that she had previously sold another piece of property to the applicant and had discussed in general terms what this location would be suited for. Deputy City Attorney Wilson asked Councilman Goodlander if she felt that this conversation would prevent her from making an impartial decision. Councilman Goodlander responded that it would not since it was of a generalized conversation.

Mr. Stamos gave the applicant's name as Active West Development, the location as +/- 11.7-acre parcel adjacent to Howard Street and Bosanko Avenue and the reason for the request as a zone change from manufacturing to R-17; approval of a preliminary plat; a Planned Unit Development, and a Special Use Permit.

He went on to give the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. He noted that the deviations to the zoning and subdivision ordinances for setbacks, lot size, lot frontage, building height, and street widths are requested as part of a PUD.

Mr. Stamos reported that on August 8, 2006 the Planning Commission held a public hearing and denied the request by a vote of 4-0. On November 17, 2006 a total of 33 notices of this public hearing were mailed with a total of 5 responses being received - 3 in favor, 2 opposed, 0 neutral. Written comments were distributed for Council review.

PUBLIC COMMENTS: Dennis Cunningham, 424 Sherman Avenue, Suite 205, Coeur d'Alene, spoke as applicant. He reported that his agency designed the proposed project using infill regulations as part of the PUD. He noted that he was a part of the BBC discussion for affordable housing. The proposal is exclusively for adults 55 and over with different product types depending on how much the prospective buyer wants to downsize.

Phil Boyd, 1620 Lincoln Way, from Welch Comer, addressed the zoning request noting that a lot of properties in this area are going from MH-8 to residential and the transitioning of this area is being driven by commerce in the manufacturing zone which primarily has become a commercial park. In summary he asked the Council to consider that the Meadow Ranch project meets the comprehensive plan and its goals.

Gary Allen, 601 W. Bannock, Boise, addressed the Planning Commission's Findings regarding compatibility and impact on neighboring property uses. Because of the neighboring landfill and compost facility, gas monitoring was conducted and the reports reveal that there was no landfill gas impacting this site. In regards to odor testing, results revealed there were minor odors that would not adversely affect this site. He also noted that there has been talk about moving the compost facility as well as the landfill transfer site.

Councilman Edinger responded to the comment that the Landfill and Compost will be moving, and inquired where that information came from. Mr. Allen responded that he had read it in the newspaper.

Councilman McEvers noted that the odor test and the wind test were only done over a one week period of time in the month of October and his concern is that the wind and odor may be different during the months of July and August.

Councilman Reid asked about what was meant by affordability. Dennis Cunningham responded that the prices would range from \$325,000 for the single-family units to \$220,000-\$260,000 for townhouses to \$129,000 starting range for the condominium units. In response to Councilman Reid's questions, he noted that there are two ingress/egress access points to the site.

Councilman Kennedy asked if these were today's market prices. Mr. Cunningham noted that they are today's prices which are slightly lower than 8 months ago. Mr. Cunningham also confirmed that these units are age restricted to 55 years and older.

Roger Saterfiel, N. 3650 Ramsey Road, Coeur d'Alene, Solid Waste Director for Kootenai County, believes that the study that was conducted is flawed at best in that the length of time the study was conducted is too short. He also reported that there are no intentions to move the landfill site. He also commented that with the study being done in October, it does not reveal the true odor impact of the landfill and studies that have been conducted reveal that odors from the landfill site do blow directly over the subject property. He noted that methane gas is not a problem when it is mixed with air, but it does become a problem when homes built next to a landfill have the methane gas creep into basements and crawl spaces within the homes. He also noted that with what has been buried at the landfill, decomposition takes a lot longer than normal garbage. Councilman Goodlander asked about the noise. Mr. Saterfiel commented that they have not run a decibel level test but more of an issue is what accompanies grinding which is dust and this seems to be more of a factor. He explained the difference between the current landfill and the landfill where Ramsey Park is located.

Rich Swoboda, 6175 N. 18th Dalton Gardens, owns a business adjacent to the proposed project and believes that it is a beautiful project but it is just in the wrong place. He has a concern that the residents who would look down onto his business would complain about the noise and equipment used in his operation. He believes that with the high density housing and the single car garages there would be numerous vehicles parked on the street. He also noted that in the summer you can smell the compost facility and it does not smell like a freshly mulched flower garden. He also has a concern about residents adhering to the age requirement. He would also like to see buffering, fencing, restrictions on lighting for this location and a traffic signal at the intersection of Howard and Kathleen.

Councilman McEvers asked if Mr. Swoboda would agree that with fencing, buffering, lighting that this project would co-exist with his business in Commerce Park. Mr. Swoboda responded that he thought they could co-exist.

Kimber Gates, 5743 N. 16th, Dalton Gardens, part owner of the Cd'A Cellars Winery in Commerce Park, reported that they have gotten odors from the landfill and Mr. Saterfiel

has been a good neighbor to her business. Her concerns include the view of the back of her business towards the development project, the noise from the picking up and delivery of products, and she has a concern that her business would not be a good neighbor to a residential complex; rather, it is more compatible with a commercial or light manufacturing-type business. Councilman McEvers asked if there was anything that could be done to make her business and the project compatible. She responded that she believes that the most compatible zoning for the subject property is light manufacturing.

Shawn McMann, 421 Emma, sees this project as a community that could walk to the store or a restaurant which would decrease traffic. He noted that whomever buys these homes are going to have a view of the business below which would help oversee the business which is a form of protection for the business. He believes that this project should be given a chance. Councilman Goodlander asked Mr. McMann, as a realtor, if he believes the condos would be easy to sell. He responded that the prices are too expensive for this site to be light manufacturing. He believes that there is a convenience factor as opposed to living on five acres in the country and that the prices did sound attractive.

Jay Johnson, 1206 N. 6th Street, believes that this property is a very good opportunity to build a good development for a combination of view condos with commercial businesses constructed on the lower levels. He believes that the property should be zoned C-17 with a unique combination of commercial on lower levels with condos on top. He also has a concern about the adequacy of parking facilities for this development.

Councilman Edinger asked Don Keil when the compost facility will be moving, and Mr. Keil responded that he does not believe that the facility will be moving. Councilman Goodlander asked about odor. Mr. Keil responded the odor that emanates is more of a farmland odor; however, the concern is “fugitive odors” which occurs when a compost pile is initially disturbed.

Gary Allen rebutted that the City has a noise and odor standard for all operations within the city. He also noted that the proposed residential project is on a bluff which is at a higher elevation than the commercial businesses in Commerce Park. He believes that if there were an odor problem that the residents currently surrounding the landfill and compost facilities would have previously complained about odor and noise. In regards to housing looking down onto business, he believes the existing trees would buffer the two areas and does not believe that a fence is required. He noted that the CC&R's are designed not to allow anyone under 55 years from living in these facilities. He believes that the lighting for this project is within City standards and as far as the traffic light at Kathleen and Howard; he believes that the project would be contributing to this signalization through impact fees.

Will Gustafson, 1465 E. Mountain Dr., Santa Barbara, California, reported that when they looked at this site they were looking at the highest and best use for this property and that housing for individuals 55 and over is needed in this community. He noted that only 28 units of the 253 units in this project overlook Commerce Park. He commented that if

they did not believe that they could market this project, they would not have proceeded with the endeavor.

Councilman Edinger asked what type of buffering would be placed on the edge of the hillside. Mr. Allen responded that there is a slope with a pretty good tree cover on it and, additionally, you could create a grade that would eliminate a downward view.

Councilman Edinger voiced his concern that, experience has shown that when a residential development is created next to light manufacturing, that the City Council receives complaints from the residents which forces the manufacturing companies to move. Mr. Allen responded that although this is a tight fit, if the developer did not believe they could sell these homes that they would not have pursued this project.

Councilman Kennedy asked the applicant if they would be willing to condition this development with the signalization of Howard and Kathleen and wanted to know how they would go about this. Mr. Allen responded that the City would have to do a warrant study to determine if a traffic light is justified. If it is justified, then their share of the impact fee would help pay for the signalization of this intersection. John Stamos noted that one of the conditions on the preliminary plat is that a traffic study will be conducted and if the results show a significant enough impact on this intersection, then the applicant will be required to install signalization at this intersection.

COUNCIL DISCUSSION: Councilman McEvers commented that although it is a great project, his concern is with the manufacturing businesses below that will receive the complaints from the residents who purchase these condos. Councilman Hassell commented that he was not in favor of some of the cluster housing regulations that the Council recently passed but he does like this project, he just doesn't believe that this is the right location for it. His concern is that once the residents purchase these condos, they will complain about the noise from the manufacturing businesses located in Commerce Park.

Councilman Kennedy asked what conditions can be placed on this project. Deputy Attorney Warren Wilson responded that generally conditions are placed as a way to resolve an issue that has been created by the specific project. An example would be that we could require a traffic study.

MOTION: Motion by Hassell, seconded by Edinger to deny the requested zone change including the PUD, final plat and Special Use Permit and direct staff to bring back the Findings and Order.

DISCUSSION ON THE MOTION: Councilman Edinger believes that the project is a good project it is just at the wrong location. He believes that down the road when you have established businesses and people move next to them, the homeowners would start complaining about the noise and odor which would result in some of the businesses in Commerce Park being required to move.

Councilman Goodlander commented that she likes the project but has the same concerns as Councilman Edinger; however, since the zoning is clear as to what is in the neighborhood, she doesn't know if we could require a business to move due to complaints from this project. She believes that this project fits our infill plan and it is exactly the kind of project that shows how these regulations can work.

Councilman McEvers commented that although he resists the change and considering the location of the compost facility and landfill and that this project is up on a hill, he believes that if we let this project proceed it might start a whole new vitality to this area. So the compromise for him is the hill and being good neighbors to the businesses in Commerce Park. He would like to see this project proceed as he believes that it would be a good change to this area; however, he believes that the applicant needs to address the compromises.

Councilman Kennedy asked what the implications are for denying without prejudice. Associate Planner John Stamos responded that denying it without prejudice would allow the applicant to come back with solutions to the concerns addressed tonight. Deputy City Attorney Warren Wilson noted that the Council could place conditions on an approval vs. denying without prejudice. Councilman Kennedy noted that his concerns are the intersection at Howard and Kathleen which will be significantly impacted by this project, and the need for more buffering for the businesses in Commerce Park. He wanted to know how the applicant can insure that the owners in this project do not complain about noise from Commerce Park.

Mayor Bloem noted that she believes that with the current traffic counts at the intersection of Kathleen and Howard it would not be fair to require this development to place a traffic signal at this intersection.

Councilman Reid commented that the Council has been talking about cluster housing for a long time and it is time for the City council to act on cluster housing. She does have some concern about future homeowner complaints regarding the locality of Commerce Park. She believes that the Council can require the CC&R's to be very tight so the noise and odor concerns will not be an issue. She believes that with Commerce Park and the variety of manufacturing businesses in their respective locations prior to the residential project being developed, there should not be an issue of requiring these businesses to move. Additionally, she believes that noise tends to travel downhill and so this is a good project and it keeps people within good walking distance to shopping.

Councilman Goodlander believes that some of the Council's concerns have been addressed. She believes that the yards should be set back so they are not directly looking over Commerce Park and the use of other mitigating means would make this project viable.

Councilman Edinger feels that this is a good project; it is just in the wrong location and noted we have established businesses which could conflict with this residential project

and he hopes that if this project is approved that the existing businesses will not be required to leave.

RECESS: Mayor Bloem called for a five minute break at 9:41 p.m. The meeting reconvened at 9:45 p.m.

ROLL CALL: Goodlander, No; Kennedy, No; Hassell, Aye; Reid, No; Edinger, Aye; McEvers, No. Motion to deny failed.

MOTION: Motion by Reid, seconded by McEvers to approve the zone change, PUD, preliminary plat, and special use permit, to direct staff to bring back the Findings and Order developed from tonight's discussion by Council, to include a vegetative buffer along the bluff on the north and west sides which is to be a 100% vegetative buffer within 3 years, to provide strong CC&R's that inform the residents of the transfer station, compost facility and manufacturing businesses adjacent to the subject project and to include staff's recommended condition relating to the PUD and the 8 conditions recommended for the preliminary plat as follows:

PUD CONDITION:

1. Creation of a homeowners association to ensure the perpetual maintenance of all common open space areas.

PRELIMINARY PLAT CONDITIONS:

1. The sanitary sewer serving the proposed development will be required to be extended from the existing development (Commerce Park) to the west. The developer will also be required to extend the sanitary main to the southerly boundary of the subject property at Howard Street. All installations will be the responsibility of the developer and completed at no cost to the City.
2. The developer will be required to extend the 12" water main in Howard Street to the southerly boundary of the subject property, and to provide eight inch (8") looping through the development. All installations will be completed by the developer at no cost to the City.
3. Maintenance of all stormwater swales will be the responsibility of the homeowners association for the subject property.
4. A traffic study will be required to be completed with a detailed analysis of the Howard Street/Kathleen Avenue intersection. Recommendations for the traffic remediation will need to be addressed and implemented based upon volumes and conditions noted by the study.
5. Additional right-of-way will be required to be dedicated to bring the Howard Street road section to a full sixty foot (60') width along the entire easterly frontage of the subject property.
6. The developer will be required to construct the full Howard Avenue section of the southerly boundary of the subject property with the initiation of Phase 1 improvements.
7. The minimum allowable street width will be thirty two feet (32'), which allows for two way travel with an eight foot (8') parking lane.
8. A geotechnical analysis will be required to determine stability of the soils. This report shall be compiled by a licensed Geotechnical Engineer with recommendations for footing and foundation plans for any construction on the subject property. All recommendations

in the submitted report will be made requirements of all construction activity on the subject property.

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

EXECUTIVE SESSION: Motion by Reid, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent; SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is general public awareness of probable litigation.

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

The Council entered into Executive Session at 9:55 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of personnel issues, litigation and property acquisition.

No action was taken and the Council returned to regular session as 11:00 p.m.

JENSEN CLAIM: Motion by Hassell, seconded by Edinger to take no action on the Jensen claim. Motion carried.

ADJOURNMENT: Motion by Hassell, seconded by McEvers to recess this meeting to December 19, 2006 at 12:00 noon in the Council Chambers. Motion carried.

The meeting recessed at 11:03 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-079

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A MEMORANDUM OF UNDERSTANDING - TRANSFERRING \$10 FROM TRAFFIC SCHOOL TO POST, ANNUAL RENEWAL OF AUDIT SERVICES WITH MAGNUSON, MCHUGH & COMPANY, P.A., APPROVAL OF CHANGE ORDER NO. WITH CONTRACTORS NORTHWEST FOR THE WWTP PHASE 4B, APPROVAL OF A DARK FIBER CONTRACT WITH COLUMBIA FIBER SOLUTIONS FOR FIRE STATION NO. 3, AWARD OF BID AND APPROVAL OF CONTRACT WITH GINNO CONSTRUCTION FOR REMODEL OF FIRE STATION NO. 2, REJECTING THE BID FOR CONSTRUCTION OF PUBLIC SAFETY TRAINING FACILITY AND AUTHORIZING STAFF TO RE-BID, APPROVAL OF AN AMENDMENT TO THE FIREFIGHTER CONTRACT - MINIMUM MANNING STANDARDS, APPROVAL OF LETTERS OF AGREEMENT BETWEEN LCDC AND THE CITY FOR THE LIBRARY AND LETTER OF SUPPORT BETWEEN THE CITY AND THE LIBRARY FOUNDATION AND APPROVAL OF S-6-03-ACCEPTANCE OF IMPROVEMENTS AND MAINTENANCE / WARRANTY AGREEMENT FOR BOLIVAR, 2ND ADDITION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 9" and by reference made a part hereof as summarized as follows:

- 1) Approval of a Memorandum of Understanding - Transferring \$10 from Traffic School to POST;
- 2) Annual Renewal of Audit Services with Magnuson, McHugh & Company, P.A.;
- 3) Approval of Change Order No. with Contractors Northwest for the WWTP Phase 4B;
- 4) Approval of a Dark Fiber Contract with Columbia Fiber Solutions for Fire Station No. 3;
- 5) Award of Bid and Approval of Contract with Ginno Construction for remodel of Fire Station No. 2;
- 6) Rejecting the bid for construction of Public Safety Training Facility and authorizing staff to re-bid;
- 7) Approval of an amendment to the Firefighter Contract - Minimum Manning Standards;

- 8) Approval of Letters of Agreement between LCDC and the City for the Library and Letter of Support between the City and The Library Foundation;
- 9) Approval of S-6-03 - Acceptance of Improvements and Maintenance/Warranty Agreement for Bolivar, 2nd Addition;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 9" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 19th day of December, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Memorandum of Understanding

Purpose

The purpose of this Memorandum of Understanding is that the City of Coeur d'Alene, 3818 Schreiber Way, Coeur d'Alene, Idaho 83814 and Idaho Police Officer Standards and Training Council (POST), P.O. Box 700, Meridian, Idaho 83680-0700, have a mutual interest in public safety and recognize that education of the public and police officers is a valuable tool in reducing accidents and promoting traffic safety.

Recitals

1. In order to further this interest, the City of Coeur d'Alene has adopted a policy allowing officers to issue summons for drivers to attend traffic school rather than be issued Idaho Uniform Citations.
2. The goal of issuing summons for drivers to attend traffic school is to reduce crashes through education.
3. POST provides the training for law enforcement officers throughout the state of Idaho including Coeur d'Alene Police Officers.
4. Both the City of Coeur d'Alene and POST recognize that well trained police officers are an essential component of promotion of traffic safety.
5. Therefore, pursuant to Idaho Code § 67-2326, that provides for state and public agencies to cooperate to their mutual advantage to make the most efficient use of their powers, the City of Coeur d'Alene and POST mutually desire to enter into an agreement to address the contribution of POST in promoting traffic safety and to mitigate the reduction of revenues from traffic fines that would result from foregoing issuance of traffic citations.

Duration

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The initial term of this Agreement shall be from the 24th of October, 2006, until the 1st day of October, 2007. The contract shall then renew each and every year for one (1) year periods, until either party provides the other party thirty (30) days' written notice of termination. On each one year anniversary date of this Agreement, the parties shall review the terms and conditions of this Agreement, and any amendments thereto shall be made in writing and be signed by a duly authorized representative of each party.

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Agreement

1. The City of Coeur d'Alene will designate \$10.00 of the tuition for each enrollee in traffic school to be forwarded to POST to be used for peace officer's standards and training pursuant to I.C. 19-5116(c).
2. The City of Coeur d'Alene will make its best effort to forward those payments on or about the 15th of the month.

3. POST acknowledges the purpose for which those funds will be forwarded and will utilize those funds for the purpose so designated.
4. Upon written consent of both parties, the provisions of this Memorandum of Understanding may be modified, and such amendment when so signed, shall become part of this Memorandum of Understanding.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

POLICE OFFICER STANDARDS &
TRAINING COUNCIL (POST)

By: _____
Sandi Bloem, Mayor

By: _____
Its: Jeffry Black, Executive Director

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of December, 2006, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared **Jeffry Black**, known to me to be the Executive Director of the **Idaho Police Officer Standards and Training Council (POST)**, and the person who executed the foregoing instrument on behalf of POST, and acknowledged to me that such Council executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires:



August 10, 2006

Mayor and City Council
City of Coeur d'Alene
710 Mullan Ave.
Coeur d'Alene, ID 83814

1121 Mullan Avenue

PO Box 1379

Coeur d'Alene, ID

83816-1379

208-765-9500

800-735-1115

fax: 208-667-9174

cpas@mmcocpa.com

Count On Us To Care

We are pleased to confirm our understanding of the services we are to provide the City of Coeur d'Alene for the year ended September 30, 2006. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of Coeur d'Alene as of and for the year ended September 30, 2006. The following supplementary information accompanying the basic financial statements is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Police Retirement Trust Fund Schedules.

Also, the following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements upon which we will provide an opinion in relation to the basic financial statements:

1. Schedule of Expenditures of Federal Awards.
2. Combining and Individual Fund Statements and Schedules.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.



The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies,

federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Coeur d'Alene and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective

action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include tests of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the City of Coeur d'Alene's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the

maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures—Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Coeur d'Alene's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Coeur d'Alene's major programs. The purpose of those procedures will be to express an opinion on the City of Coeur d'Alene's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Magnuson, McHugh & Company, P.A. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to various federal and state agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Magnuson, McHugh & Company, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the applicable regulatory agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in December 2006, on a date agreed upon by the City staff and Magnuson, McHugh & Company, P.A. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$31,250, which includes writing the report and a Single Audit (\$30,000 without Single Audit). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. This new fee would only be contingent upon approval of the City Council.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Coeur d'Alene and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MAGNUSON, MCHUGH & Co., P.A.



Toni A. Hackwith, CPA

np
Enclosures

RESPONSE:

This letter correctly sets forth the understanding of the City of Coeur d'Alene.

By: _____

Title: _____

Date: _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 11, 2006
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Change Order #6 to Agreement with Contractors Northwest for WWTP Phase 4B

DECISION POINT:

The City Council is requested to approve Change Order #6, for an increased cost of \$127,057 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,431,415.

HISTORY:

Substantial completion has been achieved for the 21 month Phase 4B project. The City's wastewater department is now operating the new pump station and screening facilities. The contractor and subcontractors are completing punchlist activities and resolving issues that are typical of this complex project. Several changes to the specifications and drawings have been necessary to allow the project to progress, and to provide additional features requested by the City. Proposed Change Order #6 addresses these issues, and is described in the attached letter that describes each of the separate change items to the construction contractor's work.

FINANCIAL ANALYSIS:

Early Effluent Pumping Improvements	108,000
Phase 4B Design	\$1,090,000
Construction Engineering, Inspection, Startup	1,429,000
Initial Construction Bid	10,949,000
Previously approved Change Orders #1, #2, #3, #4, #5	355,358
Proposed Change Order #6	127,057
Centrifuge Prepurchase	324,000
Utility Relocation and Additional Power Feed	178,000
<u>Admin Expenses</u>	<u>100,000</u>
Total Phase 4B	14,660,415

Project estimate at bid time, including 5% contingency 14,827,000

Budget 2006/2007 City Budget (Year 6 of 6) 2,300,000

Funding Wastewater cash reserves and loan from Idaho DEQ payable at 3.75% interest over 20 years

DISCUSSION:

Change Order #6 includes a total of 22 changes. Three items are for extra work due to encountering conditions that were unknown at the time of design. Thirteen items are necessary to resolve design conflicts with added materials and labor. Six items add improvements for better operation and safety of the facilities. Wastewater staff and the City's consulting engineer negotiated the proposed changes and costs with CNI to allow the project to advance without undue delay. The changes required the addition of nine days for the contractor to reach substantial completion. No days are added to reach final completion. The changes presented are considered to be normal for this type of construction, and the project is well within budget. The total change order percentage to date, expressed as a comparison to the original construction bid amount, is 4.4 %. Some of the extra cost is attributable to using the existing contractor and specialty subcontractors to install equipment and components necessary for the utility's equipment replacement program that is normally funded from the wastewater reserve fund that is established for this purpose. This change order also includes a significant amount of work necessary to replace failing pipes and to correct deficiencies in the preaeration tank and gallery that were not originally anticipated for Phase 4B.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #6, for an increased cost of \$127,057 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$11,431,415.

Attachment

des1199



08042 .. 24390/5.2.10/C.O. #6

December 4, 2006 (Revised)

Mr. Dave Shults, Capital Program Manager
City of Coeur d'Alene Wastewater Division
710 E. Mullan Ave.
Coeur d'Alene, Idaho 83814

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 4B Upgrade and Expansion Project
Change Order No. 6**

Dear Dave:

Please find attached, for your review and approval, the recommended Change Order No. 6 for the above referenced project. This Change Order incorporates the following Change Proposal Requests (CPRs):

CPR 43a – Grit Aeration Modifications – Materials Only. The City elected to perform needed maintenance repairs to piping, valves and basin concrete partitions within the pre-aeration basin facilities to address corrosion issues and grit plugging problems. The proposed changes will result in a reduction in the amount of grit plugging that currently plagues plant operations. This change item provides for the purchase only of the basin piping and valve repair materials, and labor and field charges will be addressed by as subsequent change order. The materials costs for the proposed modifications results in an additional cost to the project equaling \$18,052.

CPR 59A – Scum Beach Washwater Timer Changes. During startup of the Primary Clarifier mechanisms, it was identified that the existing washwater controls would not meet new electrical classification for the explosion proof classification under the new clarifier covers. Per the City's request, timers were installed on each scum beach wash water solenoid to provide for proper operation of the spray water control within the explosion proof environment. This change item resulted in an addition cost to the project of \$2,040.

CPR 77C – Modifications, Curb Modifications, and Catch Basin Addition. Site layout modifications were executed to enable re-location of Fan FA-1075, address site drainage issues involved with the existing Administration Building and Maintenance Garage, and address site drainage between the new IPS Building and the existing Administration and Maintenance Buildings. With the evolving scenario, that included different piping and FAD layouts, City personnel, CNI and HDR collaborated on-site to

develop an improved design of the catch basin/gutter between the Utilidor and Administration Building. This Change item resulted in an additional cost to the project of \$11,479, which included buried duct modifications, flowable fill encasement of buried ductwork and an additional catch basin to improve drainage between the Administration Building and the Utilidor. In addition, this change item also added 3 calendar-days to the project schedule for substantial completion due to the additional time required for completion of the Utilidor and associated piping required for startup of the influent pumping systems.

CPR 082 – Additional Foul Air Plyths. The drain lines extending from the bottom of the foul air fans at the trickling Filters were not clearly shown on the plans and work was not originally identified to be completed at these locations. As a result, to properly install the new fan systems, new concrete bases (plyths) had to be constructed at the two fan locations. This change item resulted in an additional cost to the project of \$6,093 to install the new concrete fan bases.

CPR 102A – Modify Drains On FA Fans. The P-traps for the condensate tank drains were lowered due to system requiring deeper/higher column of water to prevent fans from drawing fluids into the duct at the inlet side of the Tricking Filter ventilation fans. This change added an additional cost of \$871 to install deeper P-traps on the associated drain piping.

CPR 103A – Additional Conduit and Fiber Optic Network. The City added additional raceways from the service entrance location on the south end of the site to the Administration Building to accommodate future communications needs at the WWTP. A series of conduits were installed and cable pulled from the Administration Building, through the Utilidor, to the south site perimeter at an additional cost to the project of \$5,274. This change item delayed the final completion of the electrical systems required for startup of the influent pumps by one calendar-day. Accordingly, the date of substantial completion is adjusted on this Change Order to accommodate this single day delay.

CPR 108 – FA connections to Tricking Filters. The project documents did not clearly show revision to the foul air duct connections to the existing Tricking Filter aluminum covers. As a result, to install the new larger duct connections to the covers, additional demolition and duct fitting work was required. This change item involved removal of the existing duct connections and adding two new FRP transition fittings at the trickling filter covers at an additional cost to the contract of \$8,896.

CPR 109 – Add Chains at Clarifier Bridges. Chains were added to the handrail system at the Primary Clarifier access bridges to provide better safety and easier accessibility. This change item added a cost of \$767 to the project.

CPR 110 – Add Grating at FA Exhaust at Clarifiers. The original design of the foul air duct in the Primary Clarifiers provided for ended intake duct locations. To ensure the clarifier duct would be fully protected to prevent entrance of birds into the clarifier

covers, existing demolished aluminum grating was re-fabricated and utilized to close the exposed duct ends. This change item resulted in an additional of \$1,243 to the project.

CPR 111 – Apply Zypex To Water Seepage Areas On Primary Clarifier No. 1. The Owner elected to provide for a better seal of the concrete surfaces to the outside of Clarifier No. 1. A Zypex waterproofing coating was applied to the identified surfaces at a cost of \$161 to the project. The minimal cost was for the General contractor's time to make this change happen.

CPR 113 – Remove Plum Tree At Primary Clarifier No. 2. An existing plum tree was in the way of the Primary Clarifier No. 2 roof/cover installation and needed to be removed. This change item, at an additional cost of \$488, provided for removal and disposal of the tree.

CPR 117 – Install CDF At Digester No. 3 Piping. Due to the existing recirculation piping leaking at the exterior of Digester No. 3, CNI was directed to stop work, excavate around leaking piping and place controlled density fill (CDF) around the pipes. It was determined that the pipeline leakage was not a result of construction activities. This change item, at an additional cost of \$1,404 to the project, allowed CNI to continue the required backfill and compaction work in the area. This change item delayed the final completion of the RS piping system required for startup of the influent pumps by one calendar-day. Accordingly, the date of substantial completion is adjusted in this Change Order to accommodate this delay.

CPR 118A – Install New 3W Hydrant. A new #3W yard hydrant was installed in a better location on-site for ease of maintenance. In addition, an existing hydrant was demolished as part of this change item. This change item resulted in an additional cost of \$2,510 to the project.

CPR 120 – Apply Zypex to Water Seepage Areas on Digester #3. When the Digester No. 3 area was excavated for new contract work, the concrete digester wall showed seepage at several minor crack locations. This change item, at an additional cost of \$516, involved the application of Zypex waterproofing coating at the leakage areas.

CPR-123 – ATS Phase Wiring Changes. During installation of the automatic transfer switch that will serve the standby engine generator at the IPS Building, it was identified that the ATS that had been submitted, approved and installed was the incorrect configuration for the electrical grid at the IPS Building. This change item involved the installation of a re-wiring kit from the manufacturer to correct the configuration at a cost of \$2,342 to the project.

CPR 124 – 2W Booster Pump System. During construction of the new Influent Pumping Station pumping systems, it was identified that the current seal water design did not include a redundant water supply plan for the pump seal flushing water systems. This change item adds the extension of a #2W pipeline to the station, installation of an air gap system and #2W booster water pumping system to provide for a proper water backup system for the pump seals that meets cross connection regulations. This change item, at a

cost of \$19,600, will ensure the City meets the requirements for cross connection protection within their facilities and includes installation of the air gap piping and break tank, booster pumping system and associated electrical/controls that will enable full automation of the backup system water system.

CPR 125 – Double Contaminant of RS line at #2W line Crossing. After discovery of existing sanitary lines exiting the south side of the Administration Building at a conflicting elevation with the #2W piping, the Administration Building's 4 IN sewer service was isolated from the #2W water line using a full containment sleeve to 10 FT each side of the #2W pipeline in conformance with cross connection protection regulations. This change item added \$1,769 to the project.

CPR 127 – Additional Site Paving. During completion of the site grading and paving activities, it was identified that additional paving area beyond the limits shown on the contract documents was required for completion of the site paving. The additional paving areas included minor paving areas added by the previous site CPRs and the City's choice to now pave the demolition area above the existing Influent Pumping Station in lieu of leaving that area as a gravel surface. This change item resulted in an additional cost of \$35,608 to the project and was primarily associated with the additional paving at the existing IPS Building demolition area.

CPR 128 – Sealant and Dampproofing at Edges of Utilidor. During final grading and backfilling operations at the Utilidor, it was determined that the ends of the precast concrete Utilidor cover panels required additional waterproofing work. This change item, at an additional cost of \$3,916 to the project, added dampproofing and caulking at the ends of the precast panels to better water proof the Utilidor cover system.

CPR 131 – Modify HH12A Elevation. The original elevation given to Ken's Electric for the finished grade at this electrical vault (located immediately east of the existing Primary Sludge Pumping Station, was incorrect for the final paving grades for the site. This change item, at a cost of \$1,156 to the project, corrected the vault elevation by removing a precast vault riser from the vault and installation of a shorter precast concrete riser section.

CPR 137 – Safety Loop Modification at Main Gate. Due to an alignment conflict at the southeast entrance and the existing railroad tracks, additional work was required to provide a safety interlock with the entrance gate that would not be affected by the railroad tracks and to add a short fencing segment to properly close the perimeter fencing system at the entrance gate end posts. Due to the interference with gate opening vehicle detection loops and the railroad tracks, a photo sensor system was installed in lieu of the originally designed detector loops. This change item resulted in an additional cost of \$1,135 to the project.

CPR 138 – Revised IPS SCADA Control Programming. During startup of the Influent Pumping Station, the control logic for the influent pumps was re-evaluated and it was determined that proportional plus integral control operation for pump control would provide for improved pump operation and performance. CNI, and their subcontractor

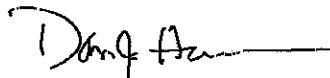
H2E, were requested to revise the programming of the IPS SCADA controls from the proportional fill and draw control that was originally designed. This change item, which resulted in an additional cost of \$1,737 to the project, also required an additional 4 calendar-days for the contractor to implement the required programming modifications prior to the Influent Pumping system startup.

Change in Contract Time. An additional 9 calendar-days were added to the time allowed for project substantial completion, as identified in the associated CPRs above. The majority of the additional time allowed under this Change Order was associated with delay in startup of the IPS Building pumping systems due to delay in the piping system installation associated with CPR 77C and with the delay in pumping system startup due to the revised programming for pump control as directed in CPR 138. The additional time allowed under this Change Order does not affect the project final completion time originally established in the contract documents.

I trust that the above provides sufficient summary of the change items associated with Change Order No. 6. Please contact me immediately if you require additional explanation or information.

Sincerely;

HDR ENGINEERING, INC



Dan J. Harmon, P.E
Project Engineer

c. Bob Boucher, HDR
Chris Kelly, HDR

CHANGE ORDER NO. 6

OWNER: City of Coeur d'Alene, ID

DATE: December 4, 2006

CONTRACTOR: Contractors Northwest, Inc.

HDR NO. 08042-038-103/ 24390

PROJECT: City of Coeur d'Alene Wastewater Treatment Plant
Phase 4B Upgrade and Expansion

CONTRACT DATE: May 19, 2005 NTP

It is agreed to modify the Contract referred to above as follows:
Provide all labor and materials necessary for installation of the work outlined in CPR Items 43a, 59A, 77C, 82, 102A, 103A, 108, 109, 110, 111, 113, 117, 118A, 120, 123, 124, 125, 127, 128, 131, 137 and 138. The cost summary of this Contract modification is as follows:

<u>CPR/PCO</u>	<u>Description</u>	<u>Cost</u>
43a	Grit Aeration Modifications – Materials Only	\$18,052
59A	Scum Beach Washwater Timer Changes	\$2,040
77C	Curb Modifications, and Catch Basin Addition	\$11,479
82	Additional Foul Air Plyths	\$6,093
102A	Modify Drains On FA Fans	\$871
103A	Additional Conduit and Fiber Optic Work	\$5,274
108	FA Connections To Trickling Filters	\$8,896
109	Add Chains at Clarifier Bridges	\$767
110	Add Grating At FA Exhaust At Clarifiers	\$1,243
111	Apply Zypex To Water seepage Areas On Clarifier #1	\$161
113	Remove Plum Tree At Primary Clarifier #2	\$488
117	Install CDF at Digester Piping	\$1,404
118A	Install New 3W Hydrant	\$2,510
120	Apply Zypex To Water Seepage Areas On Digester #3	\$516
123	ATS Phase Wiring Changes	\$2,342
124	2W Booster Pump System	\$19,600
125	Double Containment of RS Line At 2W Line Crossing	\$1,769
127	Additional Site Paving	\$35,608
128	Sealant and Damp Proofing At Edges Of Utilidor	\$3,916
131	Modify HH12A Elevation	\$1,156
137	Safety Loop Modifications at Main Gate	\$1,135
138	Revised IPS SCADA Control Programming	\$1,737

Change Order No. 6	Total Amount	\$127,057
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PART 1 - CHANGE ORDER SUMMARY

Original Contract Price: \$10,949,000
 Contract Price prior to this Change Order \$11,304,358
 Net Increase/Decrease of this Change Order \$127,057

Revised Contract Price with All Approved Change Orders \$11,431,415

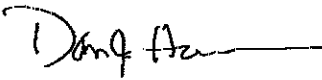
Contract Time:

	Bid Item No. 2 Substantial Completion	All Other Work Substantial Completion	Final Completion of All Work
Contract Time Prior to this Change Order	347 Calendar Days	536 Calendar Days	620 Calendar Days
Net Increase of this Change Order	0 Calendar Days	9 Calendar Days	0 Calendar Days
Revised Contract Time With All Approved Change Orders	347 Calendar Days	545 Calendar Days	620 Calendar Days

PART 2 - CHANGE ORDER APPROVAL

This Change Order, when executed by the parties to the Contract, amends the Contract and, as so amended, all terms and conditions of the Contract remain unchanged and in full force and effect. Payment and any time extension provided in this Change Order are full and complete compensation to the Contractor for the change(s) to the work, deleted work, modified work, direct or indirect impact on the Contractor's schedule, and for any equitable adjustment or time extension existing at the time of the execution of this Change Order to which the Contractor may be entitled, pursuant to the Contract between the Owner and Contractor or any other basis whatsoever. The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original contract as though included therein.

Accepted for Contractor By: _____ Date: _____, 2006

Approved for HDR Engineering By:  Inc. Date: **December 4, 2006**

Approved for Owner By: _____ Date: _____, 2006

Distribution: Owner, Contractor, Office, Field, Other

GENERAL SERVICES COMMITTEE

STAFF REPORT

Date: Dec 11, 2005

From: Kirk Johnson, I.T. Network Admin

RE: Approve contract for Dark Fiber with Columbia Fiber Solutions

Decision point:

Would the General Services Committee recommend approval of a contract with Columbia Fiber Solutions of Spokane WA to provide dark (unlit) fiber from City Hall to Fire Station 3.

History:

Fire Station 3 has been connected via a leased 10 mbit connection originally from Avista Networks, and assumed later by 180 Networks. This was a 5 year contract and is due to expire 12/31/2006.

The City is currently in a similar contract with Columbia Fiber that allows our Northern and Southern campuses to communicate.

Financial Analysis:

Cost to install the dark fiber has been estimated at \$2000.00 for fusing fiber at all junction locations between City Hall and Fire Station 3. Additional hardware has been budgeted for FY 2006 – 2007 for “lighting” the fiber between locations.

Monthly service charges would be fixed at \$500 per month for the duration of 5 years **for a 100 mbit link**. 180 Networks Quoted \$586 per month for a 100 mbit link. XO and Verizon don't have infrastructure in place to provide dark fiber in a point to point scenario with similar speeds that dark fiber will provide.

Performance Analysis:

The Fire Department's need to share data between Stations is growing each year. This provides ample bandwidth for now and any upcoming technologies that require data capacity between locations.

Quality of Life Analysis:

Speeds available over fiber connections reduce the amount of time required to login to workstations, and can help with future Voice and Video over IP applications.

Decision point/recommendation:

Staff recommends approval of the proposed contract with Columbia Fiber Solutions to provide a dark fiber link between our networks.

DARK FIBER OPTIC CABLE LEASE AGREEMENT

This Dark Fiber Optic Cable Lease Agreement ("Agreement") is made and entered into this ____ day of _____, 2006 (the "Effective Date"), between FiberLink LLC dba Columbia Fiber Solutions, with its principal offices located at 10905 E Montgomery Dr., Suite 1, Spokane Valley, Washington 99206-6606 (hereinafter known as "COLUMBIA") and **City of Coeur d'Alene**, with its principal offices located at 710 E. Mullan Avenue Coeur d'Alene ID 83814 (hereinafter called "Customer") and collectively called "Parties."

RECITALS

WHEREAS, Customer desires to obtain the use of certain fiber optic communications technology to meet Customer's communications requirements; and

WHEREAS, COLUMBIA desires to provide certain fiber optic communications technology to Customer; and

WHEREAS, after evaluation of the competitive options available to Customer, Customer has requested that COLUMBIA install and provide access to COLUMBIA-owned fiber optic communications technology; and

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other just and adequate consideration, the Parties, their successors, and assigns do hereby agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

1.1 COLUMBIA agrees to provide and lease to Customer, and Customer agrees to lease from COLUMBIA, two (2) strands of single-mode fiber optic cable together with appurtenant hardware and telecommunications equipment (collectively, the "Dark Fiber") providing fiber optic connectivity to and between the following locations ("the Locations"): City of Coeur d'Alene City Hall at 710 N Mullan Ave Coeur d'Alene ID 83814 to the City of Coeur d'Alene Fire Station #3 at 1500 N. 15th St. Coeur d'Alene ID 83814. This Agreement is a dark fiber lease providing unlimited bandwidth use to Customer.

ARTICLE 2 INSTALLATION, MAINTENANCE AND ACCEPTANCE

2.1 **Demarcation Points.** As used in this Agreement, "Demarcation Points" shall be defined as the connection points between the COLUMBIA-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment, specifically a fiber termination panel located within a secure communications equipment room within each facility. The specific Demarcation Point within each Location identified in Article 1.1 above is the existing fiber termination panels in both Locations.

2.2 **Installation and Fee.** Except for such specialized construction as defined in Article 2.5 below, COLUMBIA shall provide all labor, materials and equipment required to engineer, install, splice and test the Dark Fiber between the Demarcation Points described in Article 2.1. This installation will include a fiber termination panel at each of Customer's Locations (unless already present or not applicable). For the installation services described herein, Customer shall pay a one-time installation fee of approximately **two thousand dollars (\$2,000.00)** to COLUMBIA (the "Installation Estimate") plus applicable sales and use tax. Both Parties have discussed and agree that the actual installation cost may be higher than the Installation Estimate, due to unforeseen conditions such as: (a) higher cost of obtaining public and private easements and permits; and (b) unforeseen "make ready" work, such as having to make improvements on the facilities of other utilities to accommodate the Dark Fiber that COLUMBIA installs pursuant to this Agreement (collectively "Unforeseen Construction Conditions"). In the event COLUMBIA encounters any Unforeseen Construction Conditions, COLUMBIA shall notify Customer of such Unforeseen Construction Conditions, and provide to Customer a revised Installation Estimate (the "Revised Installation Estimate").

2.3 **Installation Date.** Both Parties have discussed and agreed that the Dark Fiber is estimated to be available within 120 business days from the Effective Date ("The Estimated Completion Date"). The Estimated Completion Date may change due to conditions including but not limited to (a) the actual time required to obtain pole and conduit rights, public and private easements, building access agreements and permits; and (b) unforeseen "make ready" work, such as having to make improvements on the facilities of other utilities to accommodate the Dark Fiber that COLUMBIA installs pursuant to this Agreement (collectively "Changes to the Estimated Completion Date"). In the event COLUMBIA encounters any Changes to the Estimated Completion Date, COLUMBIA shall notify Customer of such Changes to the Estimated Completion Date, and provide to Customer a revised estimated completion date (the "Revised Estimated Completion Date").

2.4 **Payment for Installation.** Customer agrees to pay the Installation Estimate described in 2.2 based on the following schedule:

One-hundred percent (100%) of the Installation Estimate or, in the event that Unforeseen Construction Conditions are encountered, one-hundred percent (100%) of the Revised Installation Estimate will be due and payable at the Acceptance Date, as defined in Article 2.8, below.

2.5 **Customer Responsibilities.** Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, fiber optic or copper cable, and other peripheral equipment required by Customer to interconnect with the Dark Fiber and with other fiber and/or copper telecommunications cable located on Customer's side of the Demarcation Points at Customer's Locations. In addition, Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required at Customer's Locations including, but not limited to, the installation of new conduit or core drilling. Customer shall be solely responsible for obtaining and maintaining all rights-of-way from each Location's property line to the Demarcation Point, permissions to occupy and access both Locations identified in Article 1.1 and ensuring COLUMBIA has in place a valid COLUMBIA form of building access agreement from the Location's owners, if not previously in place.

2.6 **Maintenance of Service.** As part of the services provided under this Agreement, COLUMBIA shall provide all maintenance services of COLUMBIA-owned Dark Fiber and other COLUMBIA-owned peripheral equipment outside of the Locations identified in Article 1.1, as well as routine scheduled maintenance of COLUMBIA-owned Dark Fiber and other COLUMBIA-owned peripheral equipment installed at the Locations identified in Article 1.1 on COLUMBIA's side of the Demarcation Points at no cost to Customer. All other maintenance of COLUMBIA-owned Dark Fiber and other COLUMBIA-owned peripheral equipment (e.g., repairs required due to cable cuts, fires, remodeling work or other acts of third parties or Force Majeure events) installed at the Locations identified in Article 1.1 on COLUMBIA's side of the Demarcation Points shall be provided by COLUMBIA to Customer at the rates set forth in Article 5.4 below. In the event COLUMBIA is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of COLUMBIA's services, COLUMBIA reserves the right to charge the Customer for said maintenance services at the rates set forth in Article 5.4 below.

2.7 Prior to commencement of the Term of this Agreement as defined in Article 4, below, COLUMBIA shall perform a light meter test of the Dark Fiber circuit to verify that circuit performance to and between the Locations identified in Article 1.1 above is within industry specifications for calculated loss budget ("Fiber Acceptance Testing") and shall, upon receipt of Customer's written request therefor, promptly provide Customer with a certified report of such test results.

2.8 If COLUMBIA provides the test results to Customer, Customer shall provide COLUMBIA with a written notice accepting (or rejecting by specifying the defect or failure in the Fiber Acceptance Testing that is the basis for such rejection) the Dark Fiber. If the Customer fails to notify COLUMBIA of its acceptance or rejection of the final test results with respect to the Dark Fiber within fifteen (15) days after Customer's receipt of such notice, Customer shall be deemed to have accepted the Dark Fiber. The date of such notice of acceptance (or deemed acceptance) of the Dark Fiber shall be the "Acceptance Date" for the Dark Fiber. In the event of any good faith rejection by Customer, COLUMBIA shall take such action reasonably necessary and as expeditiously as practicable to correct or cure such defect or failure.

ARTICLE 3 LEASE

3.1 COLUMBIA agrees to exclusively lease to Customer, and Customer agrees to lease from COLUMBIA, the Dark Fiber between the Demarcation Points identified in Article 1.1 above, for the Term defined in Article 4 and for any extension or renewal thereof and on other terms and conditions stated in this Agreement.

ARTICLE 4 LEASE TERM

4.1 Subject to the provisions contained in Article 4.2 below, the initial term of this Agreement shall commence on the Acceptance Date and shall remain in effect for a period of **five (5) years** (the "Term"). Thereafter, Customer may, at its option, extend the Term for an additional five (5) consecutive one-year terms at the then-current COLUMBIA rates. Following the Term and extensions of the Term, if both parties wish to continue the lease, the Parties agree to conduct good faith negotiations to develop a new lease agreement. During any negotiations between the Parties, the Lease Payment as defined in Article 5.2 shall remain unchanged. It is agreed that following the initial **five (5) year** term, and any extensions, in the event one Party chooses to terminate its obligations to receive or deliver the Dark Fiber, such Party agrees to provide ninety (90) days written notice for cancellation of this Agreement.

4.2 Notwithstanding any other provision of this Agreement, Customer reserves the right to terminate this agreement, without penalty or continued payments, at anytime by giving thirty (30) days notice to COLUMBIA in the manner provided in Article 13.6 below in the event that Customer fails to appropriate funds required to continue any or all of the services included in this Agreement.

**ARTICLE 5
LEASE PAYMENT AND OTHER CHARGES**

5.1 In consideration for the Dark Fiber to be provided by COLUMBIA pursuant to this Agreement, Customer agrees to make a total of **sixty (60)** monthly lease payments (the "Lease Payments") to COLUMBIA. It is agreed that Customer's obligation to make Lease Payments shall begin on the Acceptance Date, and continue until all **sixty (60)** Lease Payments have been made to COLUMBIA. Customer understands that, subject to the provisions of Article 4.2 above, the term of this Lease is non-cancelable, and, therefore, Customer's obligation to make Lease Payments continues, regardless of Customer's actual usage of the Dark Fiber. The amount of each Lease Payment shall be in accordance with the schedule set forth in Article 5.2 below.

5.2 The Lease Payment obligation, due on the first day of each month, shall be **five hundred dollars (\$500.00)** plus applicable sales and use tax, for the remainder of the Term.

5.3 Lease Payments, and any other payments shall be mailed or delivered to the following billing address:

Mailing Address (for payment purposes only):
Columbia Fiber Solutions
10905 E. Montgomery Drive Suite 1
Spokane Valley, WA 99206-6606

If any part of a Lease Payment or other payment obligation of Customer is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at an annual rate equal to one and one half percent (1.5%) per month on the outstanding balance.

5.4 **Maintenance Charges.** COLUMBIA personnel shall be billed to Customer at the following per person rates:

	<u>Normal Business Hours (8 am to 5 pm M-F PST)</u>	<u>Non-Business Hours</u>
Minimum call out charge (1 st hour, each mobilization)	\$ <u>150.00</u> /hr	\$ <u>250.00</u> /hr
Additional hours	\$ <u>75.00</u> /hr	\$ <u>150.00</u> /hr

In addition, COLUMBIA will charge for all of its out of pocket costs for any subcontractor support and material required.

Maintenance Charges are subject to change upon written notice to Customer.

5.5 In addition to the Lease Payments and other charges pursuant to Article 5 due under this Agreement, Customer shall pay amounts equal to its share of any taxes, duties, and impositions resulting from this Agreement for any activities hereunder, exclusive of taxes based upon COLUMBIA's net income.

**ARTICLE 6
LEASE STATUS**

6.1 The Parties intend that this Agreement shall operate as a "lease", as defined by Idaho State law. COLUMBIA's Dark Fiber shall not be construed to result in the transfer of title to any part of the Dark Fiber to Customer or in the creation of a "security interest" within the meaning of Idaho law. Customer disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by COLUMBIA between the Demarcation Points as a fixture. Any materials, equipment, fiber optic cable and other personal property shall remain COLUMBIA's personal property even though it is installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of COLUMBIA installed between the Demarcation Points. Customer shall keep COLUMBIA's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, the above-mentioned taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against COLUMBIA, COLUMBIA shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to COLUMBIA herein to remedy a breach of this Agreement.

**ARTICLE 7
OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

7.1 Moves and changes of, to, and affecting the Dark Fiber at the Locations identified in Article 1.1 after the Acceptance Date, shall be provided by COLUMBIA at the then-current time and material rates, with payment terms of 50% due upon Customer approval of cost estimate, and the balance payable upon completion of the work. This includes, but is not limited to, all moves and changes regardless of whether requested by Customer, the Location's owners (e.g. remodeling work undertaken by the Location's owner) or any other parties or circumstances. During the initial Term, Customer may request that COLUMBIA's services be provided to alternative location(s) than the Location(s) set forth in Article 1.1 above. Customer shall pay adequate and agreed upon non recurring charges to transfer the services to such alternative location(s). The Lease Payment set forth in Article 5.2 above will be applied to a new Lease Payment applicable to the new location(s) based on then current COLUMBIA lease rates. In the event of such a request, both parties agree to enter into a new then current COLUMBIA lease agreement that documents the new location(s) and the new Lease Payment.

7.2 Customer agrees to assume full and complete control, responsibility, and liability for the content and signals transmitted through the Dark Fiber by its employees, customers, agents, and invitees, and Customer further assumes all liability from any third party claims, suits, or disputes over such content and signals.

7.3 COLUMBIA and Customer agree that COLUMBIA's Dark Fiber shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. Customer and COLUMBIA agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

7.4 Each Party shall indemnify and hold harmless the other Party and its respective officers, agents and employees from and against all claims, damages, losses, liabilities, and costs arising from its negligent acts or omissions.

**ARTICLE 8
FORCE MAJEURE**

8.1 In the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if Customer or COLUMBIA is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of COLUMBIA to provide services and/or the obligation of the Customer to accept services hereunder shall be suspended during the period of such disability.

**ARTICLE 9
LIMITATION OF LIABILITY AND DISCLAIMER**

9.1 COLUMBIA MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE DARK FIBER, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES.

9.2 Customer's remedies for breach or non-performance of this Agreement, by COLUMBIA shall be, at Customer's election, re-performance and/or repair or replacement by COLUMBIA in an expeditious manner of any defective equipment provided in connection with the services, or the refund of any compensation actually paid to COLUMBIA by Customer during the period of such breach or non-performance. COLUMBIA will in no event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Dark Fiber or equipment. In no event shall COLUMBIA be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Dark Fiber or equipment. COLUMBIA's liability to the Customer, for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to date to COLUMBIA under this Agreement.

9.3 It is expressly understood that COLUMBIA's Dark Fiber may be routed through various city, county, state and/or other third party road rights-of-way and under franchise with city, county, state and/or other third parties, and that these parties shall be made a third-party beneficiary of the limitations of liability stated in Article 9.2 above.

**ARTICLE 10
DEFAULT AND REMEDIES**

10.1 Any of the following shall constitute an event of default: (a) Customer fails to pay any Lease Payment or any other amount owed to COLUMBIA within forty five (45) days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with COLUMBIA and fails to cure such breach within thirty (30) days after written notice; (c) any representation or warranty made by one party to the other that proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against a party; (e) Either party becomes insolvent or fails generally to pay its debts as they become due; (f) Either Party voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) COLUMBIA fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails to cure such breach within thirty (30) days after written notice.

10.2 In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all Lease payments and other amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Idaho State law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

**ARTICLE 11
GOVERNING LAW AND VENUE**

11.1 This Agreement shall be governed, interpreted and enforced according to the laws of the State of Idaho, without reference to its conflicts of law principles. The venue of any action or proceeding arising out of or related to this Agreement shall be in Kootenai County, Idaho.

**ARTICLE 12
ATTORNEY'S FEES**

12.1 If any suit or action is filed by any Party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as fixed by the reviewing court, incurred in investigation of related matters and in preparation for the prosecution of such suit or action as fixed by the trial court and if any appeal or other form of review is taken from the decision of the trial court or any subsequent court. In the event of a default by the Customer, Customer agrees to pay all reasonable attorney fees and other costs incurred by COLUMBIA on account of such default, whether or not suit or action is filed.

**ARTICLE 13
MISCELLANEOUS**

13.1 Nothing contained in this Agreement shall be construed to create any partnership or agency relationship between the Parties for any purpose, action, or transaction, including those related to the performance of this Agreement.

13.2 This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes all prior oral and written agreements, commitments, or understandings with respect to the matters provided in this Agreement. This Agreement may not be amended, nor shall any waiver, change, or discharge be affected except by an instrument in writing and signed by the Party against whom enforcement of such amendment, waiver or discharge is sought.

Re: Resolution No. 06-079

EXHIBIT "4"

13.3 COLUMBIA may, without Customer's consent, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part. Customer may not assign or sublease this Agreement or any interest, payment, or rights hereunder without the prior written consent of COLUMBIA.

13.4 If any portion of this Agreement is stricken as an invalid provision, the remaining portions of this Agreement shall remain in full force and effect and shall continue to be binding upon the Parties.

13.5 Waiver of any provisions in this Agreement or failure of either Party to enforce any of its rights under this Agreement in a particular instance shall not be construed as a permanent waiver of those rights or any other rights under this Agreement.

13.6 All notices, requests, demands and other communications made pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered or sent by registered, postage prepaid, as follows, or to such other address or person as either party may designate by notice to the other party:

(a) If to COLUMBIA:
Columbia Fiber Solutions
10905 E. Montgomery Drive
Suite 1
Spokane, WA 99206-6606
Attn: John Everett
Phone: (509) 688-4519
Fax: (509) 688-4099

(b) If to Customer:
City of Coeur d'Alene

710 E. Mullan Ave
Coeur d'Alene, ID 83814
Attn: _____
Title: _____
Phone: (208) 769-2300
Fax: (208) _____

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

COLUMBIA FIBER SOLUTIONS

CITY OF COEUR d'ALENE



(Authorized Signature)

(Authorized Signature)

John Everett

(Printed Name)

(Printed Name)

General Manager

(Title)

(Title)

12/7/06

(Date)

(Date)

This Agreement ("Agreement"), made this _____ day of _____ 2006, between the City of Coeur d'Alene (hereinafter referred to as "Building Owner"), and FiberLink LLC., a Washington LLC dba Columbia Fiber Solutions ("COLUMBIA").

WHEREAS, Building Owner represents it owns a building (the "Building") located at 1500 N. 15th St. Coeur d'Alene ID 83814

For purposes hereof, the term "Building" shall include the property to which the Building is attached.

WHEREAS, COLUMBIA wishes to provide telecommunications services to certain tenants and occupants of the Building and Building Owner has agreed to allow COLUMBIA to provide such services under the conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Building Owner and COLUMBIA hereby agree as follows:

1. Scope

1.1 Building Owner hereby grants to COLUMBIA a nonexclusive permit and easement to install, operate, maintain and repair fiber optic and copper cable and associated telecommunications equipment (the "Facilities") on, in, and throughout the Building, including access to and use of existing conduits, innerducts, poles, and risers, to which Building Owner represents to COLUMBIA ownership thereof. The location of any new poles or conduits to be placed on the Building property by COLUMBIA for connection to COLUMBIA's fiber network shall be agreed upon by the parties prior to construction.

1.2 Building Owner will provide COLUMBIA with secure space within the Building to install a fiber optic backboard, rack and fiber termination panel and other Facilities for fiber optic service to building tenants.

1.3 COLUMBIA will have access to the electrical and mechanical areas of the Building 24 hours per day, 7 days per week, and the right to make connections as necessary for the purpose of connecting the Facilities within the Building to (a) COLUMBIA's telecommunications system network outside the Building, including the right to enter the Building at two (2) diverse points of entry, and (b) to tenant premises in the Building.

1.4 Nothing contained herein will be construed as granting COLUMBIA any ownership rights in the Building. The parties intend that this Agreement will not be construed to result in the transfer of title to any part of the Facilities to Building Owner. Except as provided in Article 3, (i) Building Owner disclaims any interest it may claim in the Facilities, conduit, materials, equipment, and all personal property installed by COLUMBIA in the Building and (ii) any Facilities, materials, equipment, and other personal property will remain COLUMBIA's personal property even though it is attached to the Building.

2. Term. This Agreement will have an initial term of ten (10) years. The Agreement will be automatically extended for additionally successive terms of ten (10) years unless either COLUMBIA or Building Owner gives written notice of termination to the other, at least thirty (30) days before the end of the term then in effect.

3. Removal of Facilities. At the end of the term, COLUMBIA may, at its option and its sole cost and expense, remove the Facilities, materials, equipment, and all personal property installed by COLUMBIA in the Building, and repair all damage caused by such removal. Any property not so removed within sixty (60) days after the expiration of this Agreement will become the property of the Building Owner.

4. Indemnification

4.1 Each party will indemnify, defend and hold the other party, its officers, directors, employees, heirs and assigns (collectively, the "Indemnitees") harmless from and against any and all loss, cost, damage and expense of whatever kind (including but not limited to attorneys' fees and court costs) arising directly or indirectly from the operation or use of the Building or the intentional or negligent acts of the indemnifying party, except to the extent such loss, cost, damage or expense is caused by the negligent or intentional acts of the Indemnitees, or any of their agents, employees or contractors.. **NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND BOTH PARTIES ARE AWARE THAT VARIOUS OTHER THIRD PARTIES (I.E. CITY, COUNTY, STATE) MAY BE BENEFICIARIES OF THESE LIMITATIONS.**

5. Miscellaneous

5.1 If any suit or action is filed by any party to enforce or interpret this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, as fixed by the reviewing court, incurred in investigation of related matters and in preparation for the prosecution of such suit or action as fixed by the trial court.

5.2 This Agreement constitutes the entire agreement between the Parties with respect to the matters contemplated herein and supersedes all prior oral and written agreements, commitments, or understandings with respect to the matters provided in this Agreement. The rights granted herein will run with the land for the term of this Agreement and any extension hereof and will be binding upon all parties having or acquiring any right, title or interest in the property described herein, or any part thereof, and the right and obligations of the parties hereto will inure to the benefit of and be binding upon their respective successors and assigns.

COLUMBIA FIBER SOLUTIONS
BUILDING ACCESS AGREEMENT

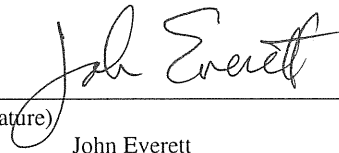
Contract No. B-06-120-8106

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective officers hereto, duly authorized as of the date first written above.

CITY OF COEUR d'ALENE
Building Owner

COLUMBIA FIBER SOLUTIONS

By: _____
(Signature)
Name: _____
(Printed or typed)
Title: _____
Date: _____

By: _____
(Signature) 
Name: _____ John Everett
Title: _____ General Manager
Date: _____ 11/28/06

**General Services Committee
Staff Report**

Date: December 6, 2006

From: Kenny Gabriel, Fire Chief

Re: Bid Acceptance

DECISION POINT: Should Mayor and Council accept construction bid for Fire Station number two and the Public Safety training Facility.

HISTORY: Through a successful General Obligation Bond election, the Fire Department received funds to do a remodel of Fire Station number two and establish a public safety training facility at the site of station two. We have gone through the bid process and are ready to award a bid for construction to Ginno Construction Company.

FINANCIAL ANALYSIS: The base bid has come in at \$1.4 million. This is within our budgeted range.

PERFORMANCE ANALYSIS: All specs have been reviewed by staff and fit the requirements of the bid. We anticipate construction the begin the first of the year.

DECISION POINT/RECOMMENDATION: To accept construction bid from Ginno Construction for remodel of Station three and training facility.

D R A F T

CONTRACT

THIS CONTRACT, made and entered into this 19th day of December, 2006, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **GINNO CONSTRUCTION OF IDAHO, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 106 Poplar Ave., Coeur d' Alene, Idaho 83814, hereinafter referred to as the "**CONTRACTOR**",

W I T N E S S E T H:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the construction remodel of Fire Station No. 2 in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of said city, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall perform the construction remodel of Fire Station No. 2 as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Fire Chief of the City of Coeur d'Alene, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall take all appropriate measures as required by law and agreement of the parties to prevent injury or property damage. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from **CONTRACTOR's** acts or omissions in performance of this contract. The **CONTRACTOR** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policies shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any

D R A F T

loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

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

The **CITY** shall pay to the **CONTRACTOR** for the work, services and materials herein provided to be done and furnished by it, an amount not to exceed **One Million Four Hundred Twenty Eight Thousand Dollars and No/100 Dollars (\$1,428,000.00)** as hereinafter provided. Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be _____ calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the City herein. **OR** The Contract work shall be completed no later than _____.

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

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

D R A F T

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

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

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

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

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

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

D R A F T

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

CITY OF COEUR D'ALENE,

CONTRACTOR:
GINNO CONSTRUCTION OF IDAHO, INC.

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of December, 2006, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

D R A F T

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 200_, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Ginno Construction of Idaho, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**General Services Committee
Staff Report**

Date: December 6, 2006
From: Kenny Gabriel, Fire Chief
Re: Bid Acceptance

DECISION POINT: Should Mayor and Council accept construction bid for Fire Station number two and the Public Safety training Facility.

HISTORY: Through a successful General Obligation Bond election, the Fire Department received funds to do a remodel of Fire Station number two and establish a public safety training facility at the site of station two. We have gone through the bid process and are ready to award a bid for construction to Ginno Construction Company.

FINANCIAL ANALYSIS: The base bid has come in at \$1.4 million. This is within our budgeted range.

PERFORMANCE ANALYSIS: All specs have been reviewed by staff and fit the requirements of the bid. We anticipate construction the begin the first of the year.

DECISION POINT/RECOMMENDATION: To accept construction bid from Ginno Construction for remodel of Station three and training facility.

Excerpt from the December 11, 2006 General Services Committee meeting:

Item 3. Construction Costs / Fire Station No. 2
(Resolution No. 06-000)

Kenny Gabriel reported that bids were reviewed for the construction remodel for Fire Station 2 and the construction of the Public Safety Training Facility. The base bid of \$1.4 million for the construction remodel was within budget though the first alternate for the construction costs for the training facility came in about \$290,000.00 over budget. Kenny is requesting Council approve the base bid but reject and re-bid for the construction cost for the training tower.

Councilman Hassel asked what the cost of the entire project is. Kenny responded \$2 million. Kenny believes the reason for the high bids for the PSTF is due to the unknown construction process. Now that the PSTF has been delivered and inspected, Kenny is confident lower bids will be received.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 authorizing the award of bid and approving a contract with Ginno Construction for the construction remodel of Fire Station 2. The Committee further recommends rejecting the bid for the construction of the Public Safety Training Facility and authorizing staff to re-bid.

AMENDMENT TO THE LOCAL NO. 1494, IAFF AGREEMENT
ADOPTED THE 25TH DAY OF SEPTEMBER, 2003
PER RESOLUTION NO. 03-087

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**ARTICLE VIII
MINIMUM STAFFING**

SECTION 1. It is agreed that the intent of this article is to have a minimum staffing level of ~~twelve (12)~~thirteen (13) firefighters (ranks firefighter through captain) on duty and available for initial response as of ~~January 1, 2004~~February 1, 2007, of which two will be Idaho State certified paramedics.

SECTION 2. The purpose of this article is to provide sufficient on-duty staffing to provide for safe and efficient fire suppression operations. Nothing in this article or Agreement shall limit the ~~CITY'S~~City's right to layoff for lack of funds.

SECTION 3. It is recommended that the main station be staffed by five (5) firefighters (ranks firefighter through captain) at the beginning of each shift. This will consist of a minimum of three (3) on the ladder or engine in the station and two (2) on the ambulance. Anytime the fire apparatus leaves the City for mutual aid or the staffing falls below three (3), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

SECTION 4. It is recommended that station 2 be staffed by ~~four (4)~~five (5) firefighters (rank firefighter through captain) at the beginning of each shift and at all times shall be manned by at least two (2) firefighters. This will consist of a minimum of two (2) on the ladder or engine in the station, three (3) when staffing allows, and two (2) on the ambulance. Anytime the fire apparatus leaves the City for mutual aid or the staffing falls below two (2), the Captain or Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

SECTION 5. It is recommended that station 3 be staffed by four (4) firefighters (rank firefighter through captain) including one paramedic at the beginning of each shift. The engine shall have a minimum of ~~two (2)~~three (3) personnel, ~~and three (3) when the shift is at full staffing~~. Anytime the fire apparatus leaves the City for mutual aid or staffing falls below ~~two (2)~~three (3) the Captain, Acting Captain, deputy chiefs or fire chief may authorize off-duty personnel to be called back for extra duty.

SECTION 6 It is recommended that a station 3 Paramedic SUV Car be staffed by at least one (1) firefighter (rank firefighter through captain) with a current Idaho paramedic certificate.

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SECTION 7. The purpose of this Section is to allow on-duty personnel the opportunity to attend the following functions outside the City limits:

1. School/classes
2. Conferences/Seminars
3. Meetings/Miscellaneous functions, approved by the Fire Chief or Deputy Fire Chief in the Chief's absence.

In order to ensure a quick response to emergency incidents within the City, the above functions shall be approved only if they fall within the following boundaries:

- N- North to Wyoming Avenue
- S- South to the North Base of Mica Grade.
- E- East to the National Forest line/Southeast to the Mullan Trail I-90 Exit.
- W- West to Highway 41.

Note: In addition to the above set boundaries, the use of Dalton City Hall, located at 4th Street and Hanley Avenue, shall be available for an entire duty crew to attend the previously mentioned functions.

Prior to attending a function on-duty that falls outside the city limits, those personnel wishing to attend said function shall obtain the approval of their Captain or Acting Captain, deputy chief or fire chief. No more than one station regardless of the staffing levels will be allowed to attend functions on any given day. The shift captain, deputy chief or fire chief however, may allow that number to increase if they feel confident their area of responsibility is sufficiently covered. The shift captain shall have the ability to cancel or recall on-duty personnel from attending a function if it is felt that weather conditions, increase in emergency activity, or under other circumstances, the attendance of said function will greatly delay the response back to the city limits.

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MEMORANDUM

DATE: DECEMBER 4, 2006

TO: GENERAL SERVICES COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF LETTER OF AGREEMENTS WITH THE COEUR
D'ALENE LIBRARY FOUNDATION AND THE LAKE CITY
DEVELOPMENT CORPORATION

DECISION POINT:

- To approve Letters of Agreement with the Coeur d'Alene Library Foundation and the Lake City Development Corporation for payments to the City of Coeur d'Alene for Library construction project.

HISTORY: The estimated project budget of \$6,606,679.00 was based on the Foundation's capital campaign and a grant from LCDC. The Letters of Agreement set for the terms that money shall be transferred to the City of Coeur d'Alene. These agreements provide documentation of the terms and provide set dates, wherein the City can anticipate receipt of the funds.

FINANCIAL: The Library Foundation shall transfer \$2,358,900.00 over the next five years beginning December 31, 2006. The Lake City Development Corporation shall transfer \$250,000.00 over the next five years beginning September 30, 2007 (which corresponds to their fiscal year).

DECISION POINT/RECOMMENDATION:

- To approve Letters of Agreement with the Coeur d'Alene Library Foundation and the Lake City Development Corporation for payments to the City of Coeur d'Alene for Library construction project.

December 19, 2006

City of Coeur d'Alene
710 E Mullan Avenue
Coeur d'Alene ID 83814-3958

LETTER OF AGREEMENT

This letter shall serve as an agreement between the **City of Coeur d'Alene**, hereinafter the "City," and the **Lake City Development Corporation**, hereinafter "LCDC," agree to the following funding of the Coeur d'Alene Public Library project. The Library construction cost is estimated to be approximately \$6,600,000.00. The community approved a Three Million Dollar (\$3,000,000.00) bond for the construction of a new public Library. In an effort to assist with the cost of construction, LCDC has agreed to provide a grant of \$250,000.00 payable over five years. LCDC agrees to make annual payments to the City of Coeur d'Alene Finance Department according to the following schedule, with the first payment of \$50,000.00 due no later than September 30, 2007:

An amount not less than \$50,000.00 payable September 30, 2008

An amount not less than \$50,000.00 payable September 30, 2009

An amount not less than \$50,000.00 payable September 30, 2010

An amount not less than \$50,000.00 payable September 30, 2011

LCDC may pay the grant balance prior to 2011, for a total grant amount of \$250,000.00.

The following representatives, agree to the above noted terms of this agreement.

Sandi Bloem, Mayor
City of Coeur d'Alene

Charlie Nipp,
LCDC, Board Chairman

Attest:

Susan Weathers, City Clerk

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and dated this 19th day of December, 2006, by and between the **CITY OF COEUR D'ALENE** ("City"), a municipal corporation organized pursuant to the laws of the State of Idaho, with its address at 710 E. Mullan Ave., Coeur d'Alene, ID 83814, and the **COEUR D'ALENE LIBRARY FOUNDATION** ("Foundation"), an Idaho corporation, organized pursuant to the laws of the State of Idaho, with its address at _____, Coeur d'Alene, ID, 83814.

W I T N E S S E T H:

WHEREAS, Construction costs for the new Coeur d'Alene library are anticipated to be approximately \$6,600,000.00; and

WHEREAS, Funding for this project includes a \$3,000,000.00 General Obligation bond approved by the citizens of Coeur d'Alene; and

WHEREAS, The Foundation has raised \$2,358,900.00 to be used for library construction funding, of which \$300,000.00 is to be used to purchase new furniture, fixtures and equipment; and

WHEREAS, The remaining construction funds are a combination of the proceeds from the sale of the existing library building, a grant from Lake City Development Corporation and a payment from the City's General Fund Balance; and

WHEREAS, The parties agree that it is in the best interest of the construction project and the Citizens of Coeur d'Alene to formalize their agreement regarding construction funding.

NOW THEREFORE, for and in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. Agreement to Transfer Funds: The Foundation agrees to transfer to the City a total of Two Million Three Hundred Fifty Eight Thousand Nine Hundred Dollars (\$2,358,900.00) pursuant to the terms of Sections 2 and 3 below. The transferred funds will be used solely for the purpose of funding the construction and furnishing of the new Coeur d'Alene Public Library and any expenses related thereto.

2. Initial Transfer of Funds: The Foundation agrees to transfer to the City at least One Million One Hundred Fifty Eight Thousand Nine Hundred Dollars (\$1,158,900.00) on or before December 31, 2006.

3. Subsequent Transfers of Funds: The Foundation agrees to transfer the remaining funds to the City as quickly as possible but in no event will the transfers be less than the following amounts:

A payment of at least Two Hundred Thousand Dollars (\$200,000.00) by January 31, 2007.

A payment of at least Three Hundred Thousand Dollars (\$300,000.00) by January 31, 2008.

A payment of at least Three Hundred Thousand Dollars (\$300,000.00) by January 31, 2009.

A payment of at least Three Hundred Thousand Dollars (\$300,000.00) by January 31, 2010.

4. Additional Expenditure for Flooring: In addition to the minimum payment of Two Hundred Thousand Dollars (\$200,000.00) called for on January 31, 2007, the Foundation further agrees that it will spend One Hundred Thousand Dollars (\$100,000.00) towards purchasing and installing flooring and floor coverings for the new library in 2007. In the event that this expenditure is not made, the Foundation will add this amount to the payment due to the City on January 31, 2008. This flooring expenditure is in addition to all payments to the City required under this Agreement.

5. Record Keeping and Auditing: The Foundation will maintain an accurate accounting, consistent with generally accepted accounting principles, of all records, including records relating to pledges, relating to the payments due to the City under this Agreement. The City will have the right to review, inspect and audit the records upon 48 hour advance notice to the Foundation in the event of default.

6. Partial Payments: The acceptance by City of any payment which is less than the entire amount then due hereunder shall be on account only and shall not constitute a waiver of the obligation of the Foundation to pay the entire amount. The failure of Foundation to pay the entire amount then due hereunder shall be and continue to be an event of default hereunder, notwithstanding the acceptance by the City of such amount on account, and City shall thereafter, until such entire amount is paid (and notwithstanding acceptance by City thereafter of further sums on account or otherwise), be entitled to exercise all rights and remedies provided for herein upon the occurrence of an event of default hereunder. The acceptance by City of any amount due hereunder after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder, or to declare than an event of default has occurred hereunder.

7. Default: Provided that the Foundation has received Revenues sufficient to make such payments, if any payment required under this Agreement is not made when due or within fifteen (15) days after notice is given by the City to the Foundation that the same is due, the entire unpaid amounts due hereunder shall, at the option of the City, become due and payable without resentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Foundation.

8. Limited Recourse: In the event of default by the Foundation, the City will be entitled to pursue all remedies available to it at law or equity, provided however that the City will not be entitled to receive more than the outstanding balance due under this Agreement.

9. Assignment of Revenues: Foundation hereby absolutely, unconditionally, and irrevocably transfers, assigns, and sets over to the City for the term of this Agreement such amount of revenues received in order to timely pay amounts becoming due hereunder until such time as all such amounts due hereon are paid in full.

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

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

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

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

14. 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.

15. 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.

16. Law and Venue. This Agreement is governed by the laws of the State of Idaho. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in the District Court of Kootenai County, Idaho.

17. Promise of Cooperation. Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

18. Terms Binding: The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

The following representatives, agree to the above noted terms of this agreement.

Sandi Bloem
City of Coeur d'Alene

Jon Hippler
Library Foundation, President

Attest:

Susan Weathers, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: December 19, 2006
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **Bolivar 2nd Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Bolivar 2nd Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Greenstone-Kootenai, Inc.
1421 Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: South of Hanley Avenue at Cornwall St. in the Coeur d'Alene Place development.
- c. Previous Action:
 1. Final plat approval of Bolivar 2nd, August 2006.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$23,470.00 to insure the maintenance of 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 December 19, 2007.

DECISION POINT RECOMMENDATION

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

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of December, 2006 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Liberty Lake, WA , 99019, with Jason Wheaton, 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 approved the final residential subdivision plat of Bolivar 2nd Addition, a thirty two (32) lot residential development in Coeur d'Alene, situated in the Northwest Quarter of Section 34, 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 "Bolivar 2nd Addition - Record Drawings", signed and stamped by Doug J. Desmond, PE, Idaho # 10886 and dated November 20, 2006, including but not limited to: sanitary sewer system and appurtenances, water system and appurtenances, storm water swales, asphalt paving, concrete curb and gutter, concrete sidewalk, street lighting, signage and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, in the amount of Twenty Three Thousand Four Hundred Seventy and 00/100 Dollars (\$23,470.00) 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 5th day of December, 2007. 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.

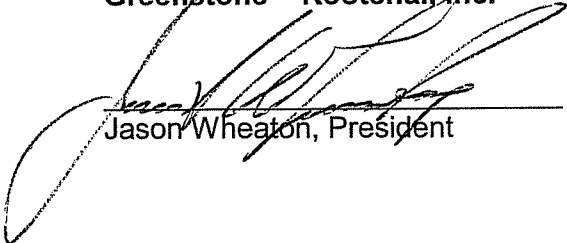
Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further 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

Greenstone – Kootenai, Inc.

Sandi Bloem, Mayor



Jason Wheaton, President

ATTEST

Susan Weathers, City Clerk

**GENERAL SERVICES COMMITTEE
MINUTES**

November 27, 2006

4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairman
Ron Edinger
A.J. "Al" Hassell, III

CITIZENS PRESENT

Sharon Alexander
Brian Nanzel, Security Director, Hagadone Hospitality
Corp.

STAFF PRESENT

Susan Weathers, Municipal Services Director
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Troy Tymesen, Finance Director
Christie Wood, PD – Community Relations
Capt. Steve Childers, PD

**Item 1. Adopting Records Retention Manual / Records Retention Schedule.
(Consent Resolution No. 06-075)**

Susan Weathers reported that Idaho Code Section 50-907(5) requires that by January 1, 2007 each City adopt by resolution a records retention schedule. To comply with this requirement, a staff committee was formed comprised of each department's designated records custodian and chaired by the City Clerk. Deputy City Attorney Warren Wilson served as the Committee's legal counsel. The committee began working on the proposed Records Retention Manual in January 2006. As part of the manual they have diligently listed every record contained in all departments and assigned a retention period for each type of record. In addition, the committee developed a procedure for the destruction of public records as well as a procedure for the transfer of permanent records to the State Archives. The manual also contains a description of the roles and responsibilities of the custodians of records as well as a listing of uniform definitions. Each records custodian has written an overview of the filing systems contained in their department and are included in this manual. Finally, Susan reported that the manual includes a plan for the recovery of vital records in the event of a disaster.

Council Member Goodlander asked Susan to give her compliments to the staff that worked so diligently on this manual.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-075 accepting the Records Retention Manual including the Records Retention Schedule.

**Item 2. Amending Parking Time Limits / Circular Parking Lot at 1st Street – South of Sherman.
(Resolution No. 06-076)**

Jon Ingalls reported that there is a small circular public parking lot (10 spaces) off of 1st Street south of Sherman Avenue that has existed without restrictions other than one space signed as a handicapped space. Recently, Brian Nanzel, Cd'A Resort Security Director, requested that they be allowed to post a sign limiting the duration of parking. After some research, we discovered that this is allowed by City Resolution No. 93-002. This resolution requests that the Hagadone Hospitality Corporation post a 1 hour sign to limit the duration of time people are allowed to park there. However, this sign has been absent for years, and the lot has been left unrestricted. Due to the level of construction activity in the downtown, this parking lot, intended to turn over frequently, is being used for all day parking. In examining this situation, Hagadone Hospitality Corporation, the Downtown Association, and city staff have concluded that 2 hour parking in this location would be consistent with other non-metered downtown parking.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-076 amending Resolution No. 93-002 by changing the parking time limit from 1 hour to 2 hours and that it be posted as such.

**Item 3. Authorizing Volunteers / Abandoned Vehicles.
(Consent Calendar)**

Christie Wood reported that Police Officers have historically been responsible to respond to a complaint of an abandoned vehicle. Officers initiated, a sometimes lengthy process, of marking and tagging the vehicle, attempting to contact the registered owner, and finally towing the vehicle and completing an inventory log of the vehicle contents. Depending on calls or service on any given day, this process could take several weeks due to the necessity of prioritizing available manpower. Christie noted that the proposal is for civilian trained volunteers to respond to all calls of abandoned vehicles in the City limits and complete the disposition process. This process will include marking the vehicle, tagging it with a 48 hour tow notice, following up to see if the vehicle has been moved, and finally, making arrangements for a tow company to tow the vehicle if it has not been moved.

In conclusion, Christie noted that new process will be helpful to citizen by making the process much quicker and will lighten the load for the patrol division.

Councilmember Edinger inquired who would be liable if something occurred with/to a volunteer. Christie noted that the City would be liable.

Councilmember Hassell expressed his concern that the PD select their volunteers carefully for this process as it could become a hostile situation at times. Christie responded that the volunteers are fully trained before sending them out in the field.

Councilmember Edinger inquired if the volunteers would be working with the City's Code Enforcement. Christie noted that the PD is currently focusing on alleviating the overflow for the Police Department so they have not talked with the City's Code Enforcement Officer.

Councilman Edinger also inquired how someone would report an abandoned vehicle. Christie responded that they would call the main number for the Police Department. A recording will direct the caller to press a specific number to leave a message regarding an abandoned vehicle. The volunteers check the voice messages each morning. Christy defined an abandoned vehicle as one with expired or no license plate, a vehicle that has been left in one place for long period of time and is clearly not being driven, etc.

MOTION: THE COMMITTEE is recommending that the City Council approve the Police Department's request to use civilian volunteers to mark, tag and tow abandoned vehicles.

**Item 4. Assignment of Lease / LCDC Property to City concerning CNI.
(Consent Resolution No. 06-074)**

Troy Tymesen is asking the Council to approve the assignment of Lease between LCDC and Contractor's Northwest, Inc. The lease was entered into August 20, 2004. The City has partnered with LCDC on the acquisition of the property at Ramsey Road and Golf Course Road. The property is now paid off and the LCDC is Quitclaiming the property to the City.

Councilmember Hassel recalled a problem with transferring from the City to the Kroc Center directly. Troy noted that this will be going through the foundation and this is not a problem. Troy explained that LCDC was to acquire

RESOLUTION NO. 06-080

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CIVILIAN VOLUNTEERS FROM THE COEUR D'ALENE POLICE DEPARTMENT, AS DESIGNATED BY CITY COUNCIL, AS "AUTHORIZED OFFICERS" ABLE TO PERFORM THE FUNCTION OF REMOVING ABANDONED OR JUNK VEHICLES AND ESTABLISHING A POLICY THERETO.

WHEREAS, it has been recommended by the Coeur d'Alene Police Department that volunteers in their department perform the above listed function which would normally be performed by a Coeur d'Alene Police Officer thereby allowing officers to respond to priority service calls; and

WHEREAS, Idaho Code 49-102(18) allows the City Council to designate this function to specified individuals; and

WHEREAS, the Police Department has proposed policies regarding these issues, and the same were discussed at the General Services Committee meeting November 27th, 2006; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that such policy and authorization be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the policy and authorization, attached hereto as Exhibit "A", be and is hereby adopted.

DATED this 19th day of December, 2006

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

POLICY

COEUR D'ALENE POLICE DEPARTMENT

POLICY STATEMENT: Authorization of civilian volunteer personnel to mark, tag, and tow abandoned vehicles within the city limits of Coeur d'Alene.

PURPOSE: This policy is for civilian trained volunteers to respond to all calls of abandoned vehicles in the city limits and complete the disposition process. This process will include marking the vehicle, tagging it with a 48 hour tow notice, following up to see if the vehicle has been moved, and finally, making arrangements for a tow company to tow the vehicle if it has not been moved.

Problem statement: Police officers have historically been responsible to respond to a complaint of an abandoned vehicle. Officers initiated a sometimes lengthy process of making and tagging the vehicle, attempting to contact the registered owner, and finally towing the vehicle and completing an inventory log of the vehicle contents. Depending on calls or service on any given day, this process could take several weeks due to the necessity of prioritizing available manpower.

Policies:

1. Authorized civilian personnel to handle abandoned vehicles are designated by the Mayor and Council after being submitted for approval by the Chief of Police or designee. Personnel shall undergo the background checks as required in the civilian volunteer policy manual.
2. Civilian personnel shall carry a portable radio and receive training in the use of radio procedures, State law, City ordinances and data input procedures for abandoned vehicles.
3. Civilian personnel working abandoned vehicles shall report to the on duty shift commander at the start of their shift and notify when they complete their shift.
4. Civilian personnel have the "authority" of any other civilian and are not granted any "police powers". They shall request police assistance by use of their radio if they believe their safety is jeopardized.
5. Civilian personnel will complete attempt to complete the processing of an abandoned vehicle. This process is as follows:

ABANDONED VEHICLES. Reported "DEADHEAD" vehicles (motorized or trailer), unless obviously abandoned, shall be marked by an authorized officer. If not moved after twenty-four (24) hours, it is considered to have been abandoned.

When a vehicle is found to be abandoned, an authorized officer shall attach on the vehicle, in plain view, a notice of intent to remove said vehicle within forty-eight (48) hours (Orange Impound Sticker).

The authorized officer shall attempt to notify the registered owner by telephone of the intent to impound the vehicle, giving the location and date of the intent to remove said vehicle.

If telephone contact cannot be made, a duplicate of the intent to remove the abandoned vehicle shall be attached to the door of the owner's residence (Orange Impound Sticker with wire), if the residence is within the City limits.

The authorized officer shall record the time and date of the attempt to contact the registered owner by telephone and/or the notice was placed on the door of the registered owner's residence. This information will be kept updated and in the Summit data base under Abandoned Vehicles. The inability of the authorized officer to notify the owner shall not prevent the removal of the vehicle at the expiration of the 48-hour period.

The above procedure also applies to private property unless said property is properly signed as NO PARKING/TOW AWAY ZONE, then the property owner or his agent have the authority to tow vehicles.

HOURS OF TOW for abandoned vehicles (deadheads) will generally be from 0600 to 1800. Vehicles may be towed at other hours with a supervisor's approval.

6. If Civilian personnel are unable to complete the process due to safety concerns they are to notify the watch commander in the patrol division and request an officer complete the process.

Adopted:

Coeur d'Alene City Council

Resolution No. 06-080 Date: December 19, 2006

STAFF REPORT

DATE: December 19, 2006

FROM: Susan Weathers, Municipal Services Director/City Clerk

SUBJECT: Approval of Legal Description of City Boundaries

DECISION POINT:

Would the City Council approve the legal description of the City boundaries for submittal to the State Tax Commission?

HISTORY:

Each year, cities are required to submit the legal description of their city boundaries to the State Tax Commission as required by the State Tax Commission.

FINANCIAL ANALYSIS:

Since the city's boundaries are updated with each annexation, the only cost for complying with the State's requirement is the cost of copying the legal description and postage that is less than \$5.00.

PERFORMANCE ANALYSIS:

The purpose of this requirement is to provide that all annexations are included in the city limits at the end of each year in order to assure that each City received their proper share of revenue from the State as well as property taxes.

QUALITY OF LIFE:

By assuring the State has the correct boundaries of the City of Coeur d'Alene, the City will receive the appropriate revenues to help maintain city operations.

DECISION POINT/RECOMMENDATION:

Council approval of the legal description of the city's boundaries and authorize the City Clerk to submit the legal description to the State Tax Commission.



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: December 19, 2006

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2006.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December 2006 for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2005-06 was \$1,499,781.91.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department, Growth Services and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2006.

Annual Road and Street Financial Report

Reporting Entity Name -- Enter below by entity type	Please return, not later than December 30 , to:
City or City of Coeur d'Alene, Idaho	KEITH JOHNSON IDAHO STATE CONTROLLER
County or	ATTN: HIGHWAY USERS STATEHOUSE MAIL
Highway District	BOISE, ID 83720

This certified report of dedicated funds is here by submitted to the State Auditor as required by 40-708, *Idaho code*.

Dated this _____ day of _____, _____.

ATTEST:

City Clerk/County Clerk/District Secretary (type or print name & sign)	Commissioners or Mayor (type or print name & sign)
--	--

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2006

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	(\$7,551,616)
--	---------------

RECEIPTS

LOCAL FUNDING SOURCES

Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	
Line 4	Interest income	27,600
Line 5	Fund transfers from non-highway accounts	385,001
Line 6	Proceeds from sale of bonds (include LIDs)	700,006
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	1,631,832
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	3,482,150
Line 11	Total Local Funding (sum lines 2 through 10).	6,226,589

STATE FUNDING SOURCES

Line 12	Highway user revenue	1,499,782
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	State exchange for federal-aid funds	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	1,499,782

FEDERAL FUNDING SOURCES

Line 18	National forest reserve apportion.	
Line 19	Critical bridge	
Line 20	STP Rural	
Line 21	STP Urban	247,370
Line 22	All other FEDERAL receipts or transfers	
Line 23	Total Federal Funding (sum lines 18 through 22).	247,370
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23).	7,973,741

	NEW CONSTRUCTION	
Line 25	Roads	361,909
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other (specify - including salaries and benefits). . . Traffic signals	618,491
Line 29	Total New Construction (sum lines 25 through 28).	980,400
	RECONSTRUCTION/REPLACEMENT/REHABILITATION	
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade).	32,671
Line 31	Bridges, culverts and storm drainage	1,099,249
Line 32	RR Crossing.	
Line 33	Other (specify - including salaries and benefits). . .installation of pedt	159,053
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33)	1,290,973
	ROUTINE MAINTENANCE	
Line 35	Chip sealing or seal coating.	617,789
Line 36	Patching	382,742
Line 37	Snow removal	286,748
Line 38	Grading/blading	89,325
Line 39	RR Crossing.	
Line 40	Other (specify - including salaries and benefits). . Special projects, tr signage, safety training	599,101
Line 41	Total Routine Maintenance (sum lines 35 through 40)	1,975,705
	EQUIPMENT	
Line 42	New equipment purchase - automotive, heavy, other.	291,700
Line 43	Equipment lease - Equipment purchase	16,688
Line 44	Equipment maintenance.	469,991
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	778,379
	ADMINISTRATION	
Line 47	Administrative salaries and expenses.	258,857
	OTHER	
Line 48	Right-of-way and property purchases	252,005
Line 49	Property leases	
Line 50	Street lighting	462,497
Line 51	Professional services - audit, clerical, and legal.	12,520
Line 52	Professional services - engineering.	56,166
Line 53	Interest - bond (include LIDs).	206,804
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	945,700
Line 56	Redemption - notes (include loans)	
Line 57	Payments TO other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	1,935,692
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	7,220,006
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	753,735
Line 63	CLOSING BALANCE (sum lines 1, 62)	(6,797,881)
Line 64	Funds on Line 63 obligated for specific future projects.	
Line 65	Funds on Line 63 retained for general funds and operations.	
Line 66	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 67	ENDING BALANCE (line 63 minus the sum of lines 64, 65)	(6,797,881)

DATE: DECEMBER 13, 2006
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: JANUARY 16, 2007

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-4-06	Applicant: City of Coeur d'Alene Request: New zoning districts	Recommended approval	Legislative
0-5-06	Applicant: City of Coeur d'Alene Request: Amendments to the Subdivision Ordinance	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **JANUARY 16, 2007.**

JS:ss

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

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

[Office Use Only] Amt Pd 25-
 Rec No 230646
 Date 12-11-06
 Date to City Council: 12-12-06
 Reg No. _____
 License No. _____
 Rv _____

Check the ONE box that applies:

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

Business Name	The Pizza Shoppe, LLC.		
Business Address	W 501 Appleway		
City, State, Zip	Coeur d'Alene, ID 83815		
Business Contact	Telephone Number:	Fax:	
	208-772-5643	208-772-4213	
Manager Name	Kristine Hart		
Manager Home Address	9380 Ramsey Rd Hayden, ID 83835		
Manager Information	Social Security No.	Date of Birth	
Manager Contact	Telephone: 7725643	Cell: 7556988	e-mail: idahoharts@wind.com
Manager Place of Birth	Arizona		
License Applicant	The Pizza Shoppe LLC.		
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership <u>(LLC)</u>
Address of Applicant	W. 501 Appleway Coeur d'Alene, ID 83815 83815		
Applicants Prior Address for past five years	9380 Ramsey Rd Hayden, ID 83835		
Applicants Prior Employment for past 5 years	Avondale Golf Course Sargent's Rest		

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

December 11, 2006

4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

Ron Edinger
A.J. "Al" Hassell, III

COMMITTEE MEMBERS ABSENT

Deanna Goodlander

STAFF PRESENT

Kirk Johnson, IT Network
Mike Gridley, City Attorney
Kenny Gabriel, Fire Chief
Renata McLeod, Project Coordinator
Dave Yadon, Planning Director
Wendy Gabriel, City Administrator
Troy Tymesen, Finance Director

Item 1. Contract for Dark Fiber with Columbia Fiber Solutions/Fire Station No. 3.
(Consent Resolution No. 06-079)

Kirk reported that Fire Station 3 has been connected, via a leased 10 mbit connection, originally from Avista Networks, and later assumed by 180 Networks. This was a 5 year contract and is due to expire 12/31/2006. The City is currently in a similar contract with Columbia Fiber that allows the Northern and Southern campuses to communicate. Kirk noted that the cost to install the dark fiber has been estimated at \$2000.00 for fusing fiber at all junction locations between City Hall and Fire Station 3. Additional hardware has been budgeted by the Fire Department for FY 2006 – 2007 for "lighting" the fiber between locations. The monthly service charge would be fixed at \$500 per month for the duration of 5 years for a 100 mbit link. 180 Networks Quoted \$586 per month for a 100 mbit link. XO and Verizon don't have infrastructure in place to provide dark fiber in a point to point scenario with similar speeds that dark fiber will provide.

Councilman Hassell expressed concern with a five year contract when technology changes so quickly. Kirk responded that it's unlit fiber and as technology changes we have the ability to change the send and receive lasers at the end of the fiber which upgrades the technology. Kirk added that there isn't anything faster than fiber at this time.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-079 approving a contract with Columbia Fiber Solutions to provide a dark fiber link between City Hall and Fire Station No. 3.

Item 2. Letter of Support/North Idaho Centennial Trail Foundation Acquisition (NICTF) of UP Rail Line.
(Resolution No. 06-000)

Mike Gridley reported that the NICTF will be acquiring the Union Pacific right of way and intends to swap it to the BLM for the BLM/BNSF right of way that runs from Memorial Field to Riverstone. NICTF will then transfer the BLM/BNSF right of way to LCDC for use in the Educational Corridor. BLM would like to have letter from the City confirming that the City supports LCDC receiving the property. Mike added that the length of this trail is 5.25 miles.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 authorizing a letter from the City to Bureau of Land Management (BLM) supporting Lake City Development Corporation acquiring the BLM/BNSF right of way from the North Idaho Centennial Trail Foundation.

Item 3. Construction Costs / Fire Station No. 2
(Resolution No. 06-000)

Kenny Gabriel reported that bids were reviewed for the construction remodel for Fire Station 2 and the construction of the Public Safety Training Facility. The base bid of \$1.4 million for the construction remodel was within budget though the first alternate for the construction costs for the training facility came in about \$290,000.00 over budget. Kenny is requesting Council approve the base bid but reject and re-bid for the construction cost for the training tower.

Councilman Hassel asked what the cost of the entire project is. Kenny responded \$2 million. Kenny believes the reason for the high bids for the PSTF is due to the unknown construction process. Now that the PSTF has been delivered and inspected, Kenny is confident lower bids will be received.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 authorizing the award of bid and approving a contract with Ginno Construction for the construction remodel of Fire Station 2. The Committee further recommends rejecting the bid for the construction of the Public Safety Training Facility and authorizing staff to re-bid.

Item 4. Letters of Agreement / LCDC and Library.
(Consent Resolution No. 06-079)

Renata McLeod reported that the estimated project budget of \$6,606,679.00 was based on the Foundation's capital campaign and a grant from LCDC. The Letters of Agreement set for the terms that money shall be transferred to the City of Coeur d'Alene. These agreements provide documentation of the terms and provide set dates, wherein the City can anticipate receipt of the funds.

The Library Foundation shall transfer \$2,358,900.00 over the next five years beginning December 31, 2006. The Lake City Development Corporation shall transfer \$250,000.00 over the next five years beginning September 30, 2007 (which corresponds to their fiscal year).

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-079 approving Letters of Agreement with the Coeur d' Alene Library Foundation and the Lake City Development Corporation for payments to the City of Coeur d'Alene for the Library construction project.

Item 5. Mid-Project Presentation / Library construction.
(Information Only)

Renata McLeod gave a mid-project update for the Library Project. They are expecting the completion date to be the end of July, 2007. Renata continued by showing numerous construction site photos and updating the Committee regarding several costs savings as well as unexpected expenditures. However, the project is still within the original budget and has some buffer for future unexpected expenditures. The project team is working on selecting furniture, fixtures, and equipment; donor recognition, and the grand opening celebration details. Renata further stated that the ability to stay within the project budget is due to the contractor, architect, and staff working together on this project.

Item 6. Update Presentation / Commercial Zoning.
(Information Only)

Dave Yadon provided the committee with information regarding commercial zoning as requested by Councilman Hassel at the November 27th General Services Committee meeting [*height regulations throughout the city, primarily in adjacent to residential neighborhoods*]. Dave reported that the Planning Commission will finalize their recommendation regarding 2 proposed new zoning districts. 1) a proposed neighborhood commercial district and 2) a proposed community service zoning district.

Dave noted that the Planning Commission saw these as an opportunity to amend some of the C-17 zones. An attempt in the past to place a height limit in the C-17 area was met with resistance.

Dave noted that the two new proposals will come before the City Council in January

The Committee thanked Dave for the information and Councilman Hassell noted that his questions had been answered.

The meeting adjourned at 4:40 p.m.

Respectfully submitted,

A.J. "Al" Hassell, III, acting Chairman

Juanita Van Cleave
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: December 6, 2006

FROM: Mike Gridley, City Attorney

SUBJECT: Letter of support for LCDC acquisition of BLM property from Centennial Trail Foundation

DECISION POINT:

Authorize a letter to BLM supporting LCDC acquiring the BLM/BNSF right of way from the North Idaho Centennial Trail Foundation (NICTF).

HISTORY:

NICTF will be acquiring the Union Pacific right of way and intends to swap it to the BLM for the BLM/BNSF right of way that runs from Memorial Field to Riverstone. NICTF will then transfer the BLM/BNSF right of way to LCDC for use in the Educational Corridor. BLM would like to have letter from the City confirming that the City supports LCDC receiving the property.

FINANCIAL ANALYSIS:

There is no financial cost to the City.

PERFORMANCE ANALYSIS:

The letter of support is one of the steps required by BLM to get the property to LCDC.

QUALITY OF LIFE ANALYSIS:

This is a step that supports the creation of the Educational Corridor.

DECISION POINT/RECOMMENDATION:

Authorize a letter from the City to BLM supporting LCDC acquiring the BLM/BNSF right of way from the North Idaho Centennial Trail Foundation.

RESOLUTION NO. 06-081

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER TO THE BUREAU OF LAND MANAGEMENT (BLM) SUPPORTING THE LAKE CITY DEVELOPMENT CORPORATION (LCDC) ACQUIRING THE BUREAU OF LAND MANAGEMENT / BURLINGTON NORTHERN SANTA FE RIGHT OF WAY FROM THE NORTH IDAHO CENTENNIAL TRAIL FOUNDATION (NICTF).

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene authorize a letter of support for LCDC acquisition of BLM property from the NICTF pursuant to terms and conditions set forth in said letter of support, 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 support such acquisition; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City approve the letter of support for LCDC acquisition of BLM property from the NICTF, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference.

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

DATED this 19th day of December, 2006.

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 KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

December 20, 2006

Mr. Eric Thomson
Field Manager, Bureau of Land Management
3815 Schreiber Way
Coeur d'Alene, ID 83815

Re: North Idaho Centennial Trail Foundation (NICTF)

Dear Mr. Thomson:

I am writing on behalf of the City of Coeur d'Alene to express the City's support and approval for the proposed land transfer that would involve the North Idaho Trail Foundation exchanging the Union Pacific corridor for the BNSF/BLM corridor in Coeur d'Alene once it is abandoned. We further support and approve the BNSF/BLM corridor ultimately going into the hands of the Lake City Development Corporation for use in the Educational Corridor.

We understand that any land exchange or transfer involving BLM must be approved through a public process. Please let me know if there is anything that the City can do to facilitate this process. Thank you for your ongoing support of our community. Please contact me if you need any additional information.

Sincerely,

Sandi Bloem
Mayor

cc: Tony Berns – Lake City Development Corporation
John Stone – SRM Development
Michael Burke – North Idaho College
Jack Dawson – University of Idaho

**CITY COUNCIL
STAFF REPORT**

DATE: December 13, 2006

FROM: Mike Gridley, City Attorney

SUBJECT: Rail Service Reactivation Agreement with North Idaho Centennial Trail
Foundation

DECISION POINT: Whether the City should enter into an agreement with North Idaho Centennial Trail Foundation (NICTF) to accept the transfer of Union Pacific Railroad's regulatory right to reactivate rail service on the UP railroad corridor being purchased by NICTF.

HISTORY: NICTF is acquiring the 5.25 mile abandoned UP right of way from Beebe Boulevard to near Meyer Road. Under the regulations of the Surface Transportation Board, the abandoning railroad (UP) retains the right to reactivate rail service on the abandoned line. In order to effectively control whether rail service will be reactivated on the abandoned line, NICTF negotiated an agreement with UP that UP's regulatory right to reactivate rail service will be transferred to the City. By entering into this agreement the City, not UP, will control whether rail service is ever reactivated on this rail line.

FINANCIAL ANALYSIS: The City will have to pay approximately \$1,500 in filing fees and attorney fees for the STB filing to transfer the right to reactivation. If the City (or its transferee) decides to reactivate rail service it will be required to pay the then appraised value of the land and improvements to NICTF or its transferee for use to buy and develop other trails. The City assumes no other responsibility or liability by entering into the agreement.

PERFORMANCE ANALYSIS: The agreement will provide assurance to LCDC and BLM that the rail line will not be reactivated by UP. The right to reactivate will be in the hands of the City.

DECISION POINT/RECOMMENDATION: Staff recommends approval of the Rail Service Reactivation Agreement with North Idaho Centennial Trail Foundation.

RESOLUTION NO. 06-082

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A RAIL REACTIVATION AGREEMENT WITH NORTH IDAHO CENTENNIAL TRAIL FOUNDATION ("NICTF") TO ACCEPT THE TRANSFER OF UNION PACIFIC RAILROAD'S REGULATORY RIGHT TO REACTIVATE RAIL SERVICE ON THE UP RAILROAD CORRIDOR BEING PURCHASED BY NICTF.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with "NICTF", to accept the transfer of Union Pacific Railroad's regulatory right to reactivate rail service on the UP railroad corridor being purchased by "NICTF" pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said 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 19th day of December, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Rail Reactivation Agreement

This is an agreement between **North Idaho Centennial Trail Foundation** ("NICTF") and **City of Coeur d'Alene** ("City") relating to Milepost 2.25 to Milepost 7.50 on Union Pacific's ("UP's") Coeur d'Alene Branch ("Branch") in Kootenai County, Idaho, which Branch is currently subject to regulation under 16 U.S.C. § 1247(d) pursuant to orders issued by the Surface Transportation Board ("STB") in STB docket number AB 33 (Sub-no. 218X). In the event that NICTF enters into a contract with UP to acquire said Branch, City and NICTF agree as follows:

1. (a) In consideration of NICTF's entry into a contract with UP obligating UP to transfer the regulatory right to reactivate rail service over Branch to City, City covenants and agrees (i) that should City ever exercise the regulatory right to reactivate rail service, City will pay compensation in accordance with subparagraph 1(b) herein to NICTF (should NICTF be owner of the Branch at time of reactivation) or to NICTF's transferee or assignee (should NICTF have transferred or assigned the Branch to a third party), and (ii) that should City ever transfer or assign the regulatory right to reactivate rail service to another entity, no such transfer or assignment shall be effective until the transferee or assignee enters into an agreement or covenant with NICTF in a form acceptable (in NICTF's absolute discretion) to NICTF obligating City's transferee or assignee to pay compensation in accordance with subparagraph 1(b) herein in the event of rail reactivation.

(b) The amount of compensation shall be the fair market value of the property over which service is reactivated, including all improvements thereon. In the event of a dispute concerning fair market value, the parties agree that the value shall be established by an appraisal conducted by an independent appraiser mutually acceptable to City, NICTF, and (if applicable) NICTF's transferee or assignee. The amount of compensation shall be paid on the earlier of (i) the date on which the City (or its transferee or assignee) makes the first regulatory filing with STB to reactivate rail service, or (ii) the date on which entry is first made to begin rail construction (including survey or design activities) for reactivation on the property.

2. City and NICTF further covenant and agree that all compensation paid upon reactivation of rail service shall be expended by NICTF (or NICTF's transferee or assignee) for real estate and facilities in Kootenai County, Idaho, equivalent or better suited for trail purposes than the real estate and facilities displaced by the reactivation of rail service.

3. NICTF and City shall each have the right to cause the other to execute a document sufficient for recording to embody the obligations and covenants in paragraphs 1 and 2. Failure to record shall not be grounds to contest the binding nature of this agreement on NICTF or City, or on their transferees or assignees.

4. No later than twenty (20) business days from the date of closing of any purchase agreement for the Branch between UP and NICTF, City shall file an appropriate notice of exemption under 49 C.F.R. § 1150.30 for STB authorization for the transfer of the regulatory

right to reactivate from UP to the City. City shall bear all filing fees and attorneys fees associated with such proceeding. The obligations in this Agreement on City shall take effect upon the effective date of any STB authorization for the City to acquire UP's regulatory right to reactivate rail service.

5. This agreement is the complete agreement between the parties hereto, and may be amended only in a writing signed by both parties.

DATED THIS 19th day of December, 2006.

NORTH IDAHO CENTENNIAL TRAIL
FOUNDATION, an Idaho non-profit
corporation.
710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814

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

By: _____
Matthew Snow, Chairman

By: _____
Sandi Bloem, Mayor

ATTEST:

By: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of December, 2006, before me, a Notary Public, personally appeared **Matthew Snow**, known to me to be the Chairman, of the **North Idaho Centennial Trail Foundation**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of December, 2006, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

December 11, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Dixie Reid, Committee Chairman
Council Member Mike Kennedy

CITIZENS PRESENT

Howard Rude, Item #3
R. M. McDonald, Item #1
Wade Jacklin, Item #1
Rod Hollen, Item #1

STAFF PRESENT

Warren Wilson, Deputy City Attorney
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Committee Liaison
Sid Fredrickson, WW Superintendent
Dave Shults, Capital Program Manager
Chris Bates, Project Manager

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

Chris Bates, Project Manager, presented a request from Wade P. Jacklin, applicant and representative for the owners of Lot 8, Block 1, for the vacation and relocation of the emergency access easement adjoining the southerly boundary of their property in the Graystone subdivision. Mr. Bates explained that the current easement contains a utility transformer, phone boxes, and large trees which drastically limit its effectiveness. The proposed new easement is undeveloped and is via a private driveway to residences along the easterly boundary of the subdivision. It is intended strictly for emergency access should the point of ingress/egress be blocked. Discussion ensued regarding the permanence of the proposed new easement, and staff was directed to research the issue and report back to the Public Works Committee at their next meeting on January 8, 2007.

MOTION: NO MOTION. Staff was directed to research the issue of whether the requested emergency access easement would be permanent and report back to the Public Works Committee at their next meeting on January 8, 2007.

Item 2 Change Order #6 to Agreement with Contract Northwest for WWTP Phase 4B

Consent Calendar

Dave Shults, Capital Program Manager, presented a request to approve Change Order #6, for an increased cost of \$127,057.00 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,431,415.00. Mr. Shults' staff report included a detailed breakdown of the proposed changes and costs. The staff report further explained that Change Order #6 includes a total of 22 changes. Three items are for extra work due to encountering conditions that were unknown at the time of design, thirteen items are necessary to resolve design conflicts with added materials and labor, and six items add improvements for better operation and safety of the facilities. The changes required the addition of nine days for the contractor to reach substantial completion. No days were added to reach final completion. The changes presented are considered to be normal for this type of construction. The total change order percentage to date, expressed as a comparison to the original construction bid amount, is 4.4%. Mr. Shults indicated that the future culminating Change Order #7 should result in a total change order percentage of approximately 5.5%, and Mr. Fredrickson stated that they have no reason at this time to believe that they won't be able to stay within budget. Councilman Reid commended Mr.

Fredrickson and Mr. Shults on their excellent job, and Deputy City Administrator Ingalls also commended staff and stated that based upon his experience in the private sector, the change order rate for a project this complex is quite good.

MOTION: RECOMMEND Council approval of RESOLUTION NO. 06-___ approving Change Order #6 in the amount of \$127,057.00 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$11,431,415.00.

Item 3 Extension of Completion of Annexation Agreement with Western Property

Warren Wilson, Deputy City Attorney, presented a request for a 90 day extension of time to complete an annexation agreement with Western Property. Mr. Wilson explained that due to uncertainty about the direction of the real estate market, the applicant was not sure about how the property would be developed. The applicant has since decided to pursue a subdivision of the property in addition to the annexation. Granting the extension would allow for the annexation fee to be based on the number of platted lots rather than the gross potential density allowed by the underlying zone, which could result in a significant cost savings to the applicant.

MOTION: RECOMMEND that Council grant a 90 day extension of time to Western Property for the completion of an annexation agreement.

The meeting adjourned at 4:37 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 11, 2006

FROM: Warren Wilson, Chief Deputy City Attorney

SUBJECT: Extension for Completion of Annexation Agreement with Western Property.

DECISION POINT:

Determine whether an extension should be granted for completion of an annexation agreement with Western Property.

HISTORY:

On June 20, 2006, the City Council approved the annexation of the subject property, which sits adjacent to the "bridge parcel" between the I-90 Freeway and Seltice Way. Staff has had several conversations with the applicant since that time concerning the annexation agreement but due to uncertainty about the direction of the real estate market, the applicant was not sure how the property would be developed. The applicant has decided to pursue a subdivision of the property in addition to the annexation and has requested a 90 day extension to allow time for submission of a plat prior to completion of the annexation agreement.

FINANCIAL ANALYSIS:

Granting the extension will allow the annexation fee to be based on the number of platted lots rather than the gross potential density allowed by the underlying zone, which could result in a significant cost savings to the applicant.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

Council has a policy of requiring annexation agreements to be completed within six months of the hearing on the annexation. However, in the past Council has allowed extensions of time when there were extenuating circumstances. In this instance, the applicant has faced some uncertainty regarding the property because of the changing nature of the market and is now seeking to submit a plat for consideration. Ultimately, this parcel should be annexed as it begins to close up an island of unannexed property. Council should determine if additional time should be granted to complete the annexation now or revisit this annexation at a future time.

DECISION POINT/RECOMMENDATION:

Determine whether an extension should be granted for completion of an annexation agreement with Western Property.

December 3, 2006

CITY OF COEUR D ALENE
710 E MULLAN
COEUR D ALENE IDAHO 83814

ATTN: WARREN WILSON

RE: WESTERN PROPERTY MANAGEMENT
REQUEST FOR TIME EXTENSION FOR THE SELTICE LAND
ANNEXATION

Dear Mr. Wilson:

Western Property Management respectfully requests a 90 day time extension. This time extension is needed to finalize the complete documents to be submitted to the City for review.

With the approaching holidays the professionals preparing the required documents respectfully request a 90 day time extension.

Please provide a timely response and feel free to call me if you have any questions 208-818-2101. Thank you.

Sincerely,

Howard Rude
Western Property Management

OTHER BUSINESS

COUNCIL BILL NO. 06-1041
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: 3 PARCELS TOTALING +/- 20,560 SQ. AT 1101, 1103 & 1113 WEST DAVIDSON AVENUE, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

SECTION 1. That the following described property, to wit:

Portions of Lots 13 & 14, Block 15, East Lacrosse Addition in the Southwest 1/4 of Section 11, Township 50N, Range 4W, Boise Meridian, Kootenai County, Idaho; More specifically known as a +/- 20,560 sq. ft. parcel at 1101, 1103 & 1113 West Davidson Avenue.

is hereby changed and rezoned from R-12 (RESIDENTIAL AT 12 UNITS/ACRE) to C-17 (COMMERCIAL AT 17 UNITS/ACRE).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

NONE

SECTION 3. 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 hereof.

SECTION 4. 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 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 this 19th day of December, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-10-06

3 PARCELS TOTALING +/- 20,560 SQ. AT 1101, 1103 & 1113 W. DAVIDSON AVE.

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: 3 PARCELS TOTALLING +/- 20,560 SQ. AT 1101, 1103 & 1113 WEST DAVIDSON AVENUE, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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. _____, **Zone Change – ZC-10-06**, 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 19th day of December, 2006.

Warren J. Wilson, Deputy City Attorney

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Coeur d'Alene City Council on December 5, 2006 and there being present a person requesting approval of ITEM ZC-6-06, a request for a zone change from M (Manufacturing) to R-17 (Residential at 17 units/acre) and C-17 (Commercial at 17 units/acre).

LOCATION: +/- 11.7 acre parcel adjacent to Howard Street and Bosanko Avenue.

APPLICANT: Active West Development

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – single-family, mobile homes and duplex, commercial – sales and service, light industrial, civic and vacant property.**
- B2. That the Comprehensive Plan Map designation is Transition.**
- B3. That the zoning is M (Manufacturing).**
- B4. That the notice of public hearing was published on November 18, 2006 and November 28, 2006, which fulfills the legal requirement.**
- B5. That the notice of public hearing was posted on the property on November 25, 2006, which fulfills the legal requirement.**
- B6. That 33 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 17, 2006, and 5 responses were received: 3 in favor, 2 opposed.**

B7. That public testimony was heard on December 5, 2006 including but not limited to:

John Stamosos, Associate Planner.

Mr. Stamosos stated that Active West Development was seeking a zone change from Manufacturing to R-17 and C-17; approval of a preliminary plat; a Planned Unit Development, and a Special Use Permit for a density bonus for cluster housing. The parcel is approximately 11.7-acre parcel adjacent to Howard Street and Bosanko Avenue. Mr. Stamosos reviewed the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. He noted that the deviations to the zoning and subdivision ordinances for setbacks, lot size, lot frontage, building height, and street widths are requested as part of a PUD. Mr. Stamosos reported that on August 8, 2006 the Planning Commission held a public hearing and denied the request by a vote of 4-0. Written comments were distributed for Council review.

Dennis Cunningham, 424 Sherman Avenue, Suite 205.

Mr. Cunningham spoke on behalf of the applicant. He reported that his agency designed the proposed project using infill regulations as part of the PUD. He reported that the proposal is exclusively for adults 55 and over with different product types and price ranges with some units being affordable housing units. He noted that prices would range from \$325,000 for the single-family units to \$220,000-\$260,000 for townhouses to \$129,000 starting range for the condominium units. He further commented that the development would be served by two access/egress points.

Phil Boyd, 1620 Lincoln Way.

Mr. Boyd from Welch Comer Engineers spoke on behalf of the applicant and addressed the zoning request noting that a lot of properties in this area are going from MH-8 to residential and the transitioning of this area is being driven by commerce in the manufacturing zone which primarily has become a commercial park. In summary he asked the Council to consider that the Meadow Ranch project meets the comprehensive plan and its goals.

Gary Allen, 601 W. Bannock, Boise.

Mr. Allen spoke on behalf of the applicant and addressed the Planning Commission's Findings regarding compatibility and impact on neighboring property uses. Because of the neighboring landfill and compost facility, gas, noise and odor monitoring was conducted. He presented the results of the monitoring that indicated that gas from the closed landfill on Ramsey Road would not effect the project site. In regards to odor testing, odors consistent with a freshly mulched flower garden were noted on 6 of the 13 test days. Mr. Allen felt that the odors would not adversely affect the project. Noise testing revealed consistently elevated ambient noise levels that was likely caused by the site's proximity to I-90 and US-95. Peak noise levels were noted during hours that the Transfer Station and compost facility were closed. He also noted that there were published reports indicating that the compost facility and transfer station may be moving in the future. Mr. Allen further noted that the City has a noise and odor standard for all operations within the city. He also noted that the proposed residential project is on a bluff which is at a higher elevation than the commercial businesses in Commerce Park. He believes that if there were an odor problem that the residents currently surrounding the landfill and compost facilities would have previously complained about odor and noise. In regards to housing looking down onto business, he believes the existing trees would buffer the two areas and does not believe that a fence is required. He noted that the CC&R's are designed not to allow anyone under 55 years from living in these facilities. He believes that the lighting for this project is within City standards and as far as the traffic light at Kathleen and Howard; he believes that the project would be contributing to this signalization through impact fees. Mr. Allen also testified that there is a slope with a pretty good tree cover on it that creates a buffer between the project site and Commerce Park and that, additionally, a grade could be created that would eliminate a downward view into the backs of the businesses.

Roger Saterfiel, 3650 North Ramsey Road.

Mr. Saterfiel testified that he is the Solid Waste Director for Kootenai County and that he believes that the studies conducted by the applicant regarding noise, odor and gasses are flawed because of the relatively short length of the study period. He also commented that with the study being done in October, it does not reveal the true odor impact of the landfill during the summer when odors from the landfill site blow directly over the subject property. He also testified that there are no intentions to move the Transfer Station. He noted that methane gas is

not a problem when it is mixed with air, but it does become a problem when homes built next to a landfill have the methane gas creep into basements and crawl spaces within the homes. He noted that garbage in the Ramsey landfill will take much longer to decompose because the landfill was compacted and is lined. Mr. Saterfiel further testified that while the Transfer Station is not always be the cause of any noise, odor or dust complaints but that because of the nature of their operation they are often seen as being the source.

Rich Swoboda, 6175 N. 18th Street, Dalton Gardens.

Mr. Swoboda owns a business adjacent to the proposed project and believes that while it is a beautiful project it is in the wrong place. He has a concern that the residents who would look down onto his business would complain about the noise and equipment used in his operation. He believes that with the high density housing and the single car garages there would be numerous vehicles parked on the street. He also noted that in the summer you can smell the compost facility and it does not smell like a freshly mulched flower garden. He also has a concern about residents adhering to the age requirement. He would also like to see buffering, fencing, restrictions on lighting for this location and a traffic signal at the intersection of Howard and Kathleen.

Kimber Gates, 5743 N. 16th Street, Dalton Gardens.

Ms. Gates testified that she is part owner of the Cd' A Cellars Winery in Commerce Park, which is just below this project. She testified that they have gotten odors from the landfill and Mr. Saterfiel has been a good neighbor to her business. She further testified that she is concerned that a residential development in that location will be effected by the operations of her business especially during harvest and bottling, which is a noisy operation. She was concerned that her operation would not be a "good neighbor" to the new residents because of the nature of the operation which will lead to conflicts over her operation.

Shawn McMann, 421 Emma Ave.

Mr. McMann sees this project as a community that could walk to the store or a restaurant which would decrease traffic. He noted that whomever buys these homes are going to have a view of the business below which would help keep an eye on what is happening at the businesses after

hours, which will help protect the businesses. He believes that this project should be given a chance and the proposed prices for the units sound attractive.

Jay Johnson, 1206 N. 6th Street.

Mr. Johnson was concerned with the amount of parking facilities for the development and the design of the project overall. He indicated that the project should be a combination of view condos with commercial businesses constructed on the lower levels. He believes that the property should be zoned C-17.

Don Keil, Asst. Wastewater Superintendent.

Mr. Keil testified that there are no plans to move the compost facility. He indicated that the odor that emanates from the site is a farmland odor. However, the concern is the escape of “fugitive odors” that occurs when a compost pile is initially disturbed.

Will Gustafson, 1465 E. Mountain Dr., Santa Barbara, California,

Mr. Gustafson testified that housing for individuals 55 and over is needed in this community. He noted that only 28 units of the 253 units in this project overlook Commerce Park and that they did not expect to have any problems marketing the units.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

We find that the proposed zone change is in conformance with the Comprehensive Plan as follows:

The proposed zone change will allow a subdivision with 55 lots, one of which is commercial, on approximately 11.7 acres. The Comprehensive Plan designates this area a "Transition" area and the proposed development meets the goals for developments within a "Transition" area. "Transition" areas will typically have a build out density of approximately 3 dwelling units per acre. While this subdivision will have a higher density, the Comprehensive Plan encourages higher densities and mixed uses close to transportation corridors such as Kathleen Avenue, a medium intensity corridor) which is near this project area. Additionally, cluster housing is

encouraged in Transition areas to preserve open space. The requested zoning will facilitate development meeting these goals of the Comprehensive Plan. Other goals of the Transition areas are met by this request include, encouraging residential development close to jobs and services, encouraging commercial clusters to serve adjacent neighbors and encouraging pedestrian and bicycle connections.

In addition to the above, we find that the following additional Comprehensive Plan policies are achieved by this subdivision:

Policy 4C4: “Residential and mixed use development should be encouraged.” The proposed development is a residential development with a commercial component to serve the new residences.

Policy 14A3: “All new developments must provide for immediate hook up to the sanitary sewer system.” The proposed development can immediately hook to the sanitary sewer system.

Policy 42B2: “Expansion of the City should be based on conformance to the urban service area.” The proposed development is an “infill” project within the existing City boundaries at a location that is close to services.

Policy 4C3: Population growth should be compatible with preserving Coeur d’Alene’s character and quality of life.” The development proposes to preserve a historic barn that is a landmark in Coeur d’Alene.

B9. That public facilities and utilities are available and adequate for the proposed use.

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property. Additionally, the staff report indicates that street system will provide adequate access to the property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

Given the above discussion, we find that the public facilities and utilities are available and adequate for the proposed use.

B10. That the physical characteristics of the site do make it suitable for the request at this time because:

We find that the physical characteristics of the site do make it suitable for the requested zoning. The majority of the site is relatively level making it usable for both residential and commercial uses. The site does contain a bluff that will be retained as open space as part of a PUD being approved at the same time.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

During the hearing significant testimony was received concerning whether this is an appropriate location for this development since it is in close proximity to several manufacturing and/or civic uses that generate noise and odors. However, we find that these impacts are no greater on this property than on other residentially zoned property that is in this area. Further, the impacts on these existing uses will be minimized by conditions imposed on a subdivision approved at the same time. As discussed above, the existing street system is sufficient to handle any impacts created by this zone change. As such, we find that the proposed subdivision will not adversely affect the surrounding neighborhood at this time with regard to traffic, neighborhood character and existing land uses.

C. **ORDER: CONCLUSION AND DECISION**

The City Council pursuant to the aforementioned, finds that the request of **Active West Development** for a zone change, as described in the application, is **approved**.

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Coeur d'Alene City Council on December 5, 2006 and there being present a person requesting approval of ITEM PUD-3-06, a request for a planned unit development known as "Meadow Ranch".

LOCATION: +/- 11.7 acre parcel adjacent to Howard Street and Bosanko Avenue.

APPLICANT: Active West Development

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – single-family, mobile homes and duplex, commercial – sales and service, light industrial, civic and vacant property.**
- B2. That the Comprehensive Plan Map designation is Transition.**
- B3. That the zoning is M (Manufacturing) however the Applicant has also requested that the property be rezoned to R-17 (residential at 17 units/acre) and C-17 (commercial at 17 units/acre), which is addressed in a separate set of findings.**
- B4. That the notice of public hearing was published on November 18, 2006 and November 28, 2006, which fulfills the legal requirement.**

B5. That the notice of public hearing was posted on the property on November 25, 2006, which fulfills the legal requirement.

B6. That 33 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 17, 2006, and 5 responses were received: 3 in favor, 2 opposed.

B7. That public testimony was heard on December 5, 2006 including but not limited to:

John Stamsos, Associate Planner.

Mr. Stamsos stated that Active West Development was seeking a zone change from Manufacturing to R-17 and C-17; approval of a preliminary plat; a Planned Unit Development, and a Special Use Permit for a density bonus for cluster housing. The parcel is approximately 11.7-acre parcel adjacent to Howard Street and Bosanko Avenue. Mr. Stamsos reviewed the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. He noted that the deviations to the zoning and subdivision ordinances for setbacks, lot size, lot frontage, building height, and street widths are requested as part of a PUD. Mr. Stamsos reported that on August 8, 2006 the Planning Commission held a public hearing and denied the request by a vote of 4-0. Written comments were distributed for Council review.

Dennis Cunningham, 424 Sherman Avenue, Suite 205.

Mr. Cunningham spoke on behalf of the applicant. He reported that his agency designed the proposed project using infill regulations as part of the PUD. He reported that the proposal is exclusively for adults 55 and over with different product types and price ranges with some units being affordable housing units. He noted that prices would range from \$325,000 for the single-family units to \$220,000-\$260,000 for townhouses to \$129,000 starting range for the condominium units. He further commented that the development would be served by two access/egress points.

Phil Boyd, 1620 Lincoln Way.

Mr. Boyd from Welch Comer Engineers spoke on behalf of the applicant and addressed the zoning request noting that a lot of properties in this area are going from MH-8 to residential and the transitioning of this area is being driven by commerce in the manufacturing zone which primarily has become a commercial park. In summary he asked the Council to consider that the Meadow Ranch project meets the comprehensive plan and its goals.

Gary Allen, 601 W. Bannock, Boise.

Mr. Allen spoke on behalf of the applicant and addressed the Planning Commission's Findings regarding compatibility and impact on neighboring property uses. Because of the neighboring landfill and compost facility, gas, noise and odor monitoring was conducted. He presented the results of the monitoring that indicated that gas from the closed landfill on Ramsey Road would not effect the project site. In regards to odor testing, odors consistent with a freshly mulched flower garden were noted on 6 of the 13 test days. Mr. Allen felt that the odors would not adversely affect the project. Noise testing revealed consistently elevated ambient noise levels that was likely caused by the site's proximity to I-90 and US-95. Peak noise levels were noted during hours that the Transfer Station and compost facility were closed. He also noted that there were published reports indicating that the compost facility and transfer station may be moving in the future. Mr. Allen further noted that the City has a noise and odor standard for all operations within the city. He also noted that the proposed residential project is on a bluff which is at a higher elevation than the commercial businesses in Commerce Park. He believes that if there were an odor problem that the residents currently surrounding the landfill and compost facilities would have previously complained about odor and noise. In regards to housing looking down onto business, he believes the existing trees would buffer the two areas and does not believe that a fence is required. He noted that the CC&R's are designed not to allow anyone under 55 years from living in these facilities. He believes that the lighting for this project is within City standards and as far as the traffic light at Kathleen and Howard; he believes that the project would be

contributing to this signalization through impact fees. Mr. Allen also testified that there is a slope with a pretty good tree cover on it that creates a buffer between the project site and Commerce Park and that, additionally, a grade could be created that would eliminate a downward view into the backs of the businesses.

Roger Saterfiel, 3650 North Ramsey Road.

Mr. Saterfiel testified that he is the Solid Waste Director for Kootenai County and that he believes that the studies conducted by the applicant regarding noise, odor and gasses are flawed because of the relatively short length of the study period. He also commented that with the study being done in October, it does not reveal the true odor impact of the landfill during the summer when odors from the landfill site blow directly over the subject property. He also testified that there are no intentions to move the Transfer Station. He noted that methane gas is not a problem when it is mixed with air, but it does become a problem when homes built next to a landfill have the methane gas creep into basements and crawl spaces within the homes. He noted that garbage in the Ramsey landfill will take much longer to decompose because the landfill was compacted and is lined. Mr. Saterfiel further testified that while the Transfer Station is not always be the cause of any noise, odor or dust complaints but that because of the nature of their operation they are often seen as being the source.

Rich Swoboda, 6175 N. 18th Street, Dalton Gardens.

Mr. Swoboda owns a business adjacent to the proposed project and believes that while it is a beautiful project it is in the wrong place. He has a concern that the residents who would look down onto his business would complain about the noise and equipment used in his operation. He believes that with the high density housing and the single car garages there would be numerous vehicles parked on the street. He also noted that in the summer you can smell the compost facility and it does not smell like a freshly mulched flower garden. He also has a concern about residents adhering to the age requirement. He would also like to see buffering, fencing, restrictions on lighting for this location and a traffic signal at the intersection of Howard and Kathleen.

Kimber Gates, 5743 N. 16th Street, Dalton Gardens.

Ms. Gates testified that she is part owner of the Cd' A Cellars Winery in Commerce Park, which is just below this project. She testified that they have gotten odors from the landfill and Mr. Saterfiel has been a good neighbor to her business. She further testified that she is concerned that a residential development in that location will be effected by the operations of her business especially during harvest and bottling, which is a noisy operation. She was concerned that her operation would not be a "good neighbor" to the new residents because of the nature of the operation which will lead to conflicts over her operation.

Shawn McMann, 421 Emma Ave.

Mr. McMann sees this project as a community that could walk to the store or a restaurant which would decrease traffic. He noted that whomever buys these homes are going to have a view of the business below which would help keep an eye on what is happening at the businesses after hours, which will help protect the businesses. He believes that this project should be given a chance and the proposed prices for the units sound attractive.

Jay Johnson, 1206 N. 6th Street.

Mr. Johnson was concerned with the amount of parking facilities for the development and the design of the project overall. He indicated that the project should be a combination of view condos with commercial businesses constructed on the lower levels. He believes that the property should be zoned C-17.

Don Keil, Asst. Wastewater Superintendent.

Mr. Keil testified that there are no plans to move the compost facility. He indicated that the odor that emanates from the site is a farmland odor. However, the concern is the escape of "fugitive odors" that occurs when a compost pile is initially disturbed.

Will Gustafson, 1465 E. Mountain Dr., Santa Barbara, California,

Mr. Gustafson testified that housing for individuals 55 and over is needed in this community. He noted that only 28 units of the 253 units in this project overlook Commerce Park and that they did not expect to have any problems marketing the units.

B8. Pursuant to Section 17.07.230, Planned Unit Development Review Criteria, a planned unit development may be approved only if the proposal conforms to the following criteria to the satisfaction of the City Council:

B8A. The proposal is in conformance with the Comprehensive Plan. This is based upon the following policies:

We find that the proposed PUD is in conformance with the Comprehensive Plan as follows:

The proposed PUD will allow 55 lots, one of which is commercial, on approximately 11.7 acres. The Comprehensive Plan designates this area a "Transition" area and the proposed development meets the goals for developments within a "Transition" area. "Transition" areas will typically have a build out density of approximately 3 dwelling units per acre. While this PUD will have a higher density, the Comprehensive Plan encourages higher densities and mixed uses close to transportation corridors such as Kathleen Avenue, a medium intensity corridor) which is near this project area. Additionally, cluster housing is encouraged in Transition areas to preserve open space. This development proposes to preserve roughly 28% of the site area as open space. Other goals of the Transition areas are met by this subdivision including, encouraging residential development close to jobs and services, encouraging commercial clusters to serve adjacent neighbors and encouraging pedestrian and bicycle connections.

In addition to the above, we find that the following additional Comprehensive Plan policies are achieved by this subdivision:

Policy 4C4: “Residential and mixed use development should be encouraged.” The proposed development is a residential development with a commercial component to serve the new residences.

Policy 14A3: “All new developments must provide for immediate hook up to the sanitary sewer system.” The proposed development can immediately hook to the sanitary sewer system.

Policy 42B2: “Expansion of the City should be based on conformance to the urban service area.” The proposed development is an “infill” project within the existing City boundaries at a location that is close to services.

Policy 4C3: Population growth should be compatible with preserving Coeur d’Alene’s character and quality of life.” The development proposes to preserve a historic barn that is a landmark in Coeur d’Alene.

B8B. The design and site planning is compatible with existing uses on adjacent properties. This is based on:

The density of the project, as reflected in the staff report and the applicant’s testimony is consistent with this sites location near Kathleen Avenue, which is a medium intensity corridor. Additionally, the architectural renderings presented during the presentation show a style consistent with the historic barn on the site that is being retained. The layout and spacing of the buildings and parking areas are set up to keep the parking areas on the interior of the parcel. As such, the design and site planning is compatible with existing uses on adjacent properties.

B8C. The proposal is compatible with natural features of the site and adjoining properties. This is based on:

The site is relatively flat with a bluff area that will be preserved as open space as part of the PUD. As such, the proposal is compatible with the natural features of the site and adjoining properties.

B8D. The location, design, and size of the proposal are such that the development will be adequately served by existing public facilities and services. This is based on:

The staff report indicates that adequate sewer, water, drainage, police and fire services and street lighting are available for the subject property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

With regard to the provision of streets, alleys and right of ways, the property will be required to dedicate right of way along its entire frontage on Howard Street as well as build the full street section of Howard in order to allow the public streets to handle the additional 141 average peak hour trips per day that will be generated by the development. In addition the developer will be required to complete a full traffic study to determine if the impacts of this development will warrant the construction of a traffic signal at the intersection of Kathleen Ave. and Howard Street. We find that with these requirements, the provision of external streets and right of ways is adequate.

Internally, the project will be served by a combination of public and private streets with two exits onto Howard Street. We find this layout will provide adequate internal circulation for the development.

Given the above discussion, we find that the development will be adequately served by existing public facilities and services.

B8E. The proposal does provide adequate private common open space area, as determined by the Council, no less than 10% of gross land area, free of buildings, streets, driveways or parking areas. The common open space shall be accessible to all users of the development and usable for open space and recreational purposes. This is based on:

The development contains a +/- 3.25 acre open space area (28% of gross land area) with a pedestrian pathway through the hillside open space area connecting at both ends to the sidewalks along Dale View Way. Also proposed for use by the residents of the development are a community building, pool and spa. We find that the amount of open space provided by the development exceeds the requirement and that the open space is available to all users of the development for recreational purposes.

B8F. Off-street parking does provide parking sufficient for users of the development. This is based on:

The development is providing sufficient parking to meet the requirements of the City's parking ordinance. As such, we find that the development provides sufficient parking for the users of the development. Additionally, staff will require that sufficient parking is provided for each structure at the time of permit issuance.

B8G. That the proposal does provide for an acceptable method for the perpetual maintenance of all common property. This is based on:

The developer will be required to create an owner's association to ensure the perpetual maintenance of all common areas.

B8H. That the proposal would not adversely affect the surrounding neighborhood at this time with regard to traffic, neighborhood character or existing land uses because:

As discussed above, traffic concerns generated by this development have been adequately addressed by the conditions imposed on this approval. Additionally, the impacts created by this development on existing land uses have been mitigated by additional conditions. As such, we find that the proposed subdivision will not adversely affect the surrounding neighborhood at this time with regard to traffic, neighborhood character and existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **ACTIVE WEST DEVELOPMENT** for approval of the planned unit development, as described in the application should be **approved with the following condition:**

1. Creation of a homeowners association to ensure the perpetual maintenance of all common open space areas.

Motion by _____ seconded by _____ to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell Voted _____

Council Member Edinger Voted _____

Council Member Goodlander Voted _____

Council Member McEvers Voted _____

Council Member Reid Voted _____

Council Member Kennedy Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Coeur d'Alene City Council on December 5, 2006 and there being present a person requesting approval of ITEM S-9-06, a request for preliminary plat approval of Meadow Ranch, a 55-lot subdivision located in the M (Manufacturing) zoning district.

LOCATION: +/- 11.7 acre parcel adjacent to Howard Street and Bosanko Avenue.

APPLICANT: Active West Development

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – single-family, mobile homes and duplex, commercial – sales and service, light industrial, civic and vacant property.**
- B2. That the Comprehensive Plan Map designation is Transition.**
- B3. That the zoning is M (Manufacturing) however the Applicant has also requested that the property be rezoned to R-17 (residential at 17 units/acre) and C-17 (commercial at 17 units/acre), which is addressed in a separate set of findings.**
- B4. That the notice of public hearing was published on November 18, 2006 and November 28, 2006, which fulfills the legal requirement.**
- B5. That the notice of public hearing was posted on the property on November 25, 2006, which fulfills the legal requirement.**

B6. That 33 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 17, 2006, and 5 responses were received: 3 in favor, 2 opposed.

B7. That public testimony was heard on December 5, 2006 including but not limited to:

John Stamos, Associate Planner.

Mr. Stamos stated that Active West Development was seeking a zone change from Manufacturing to R-17 and C-17; approval of a preliminary plat; a Planned Unit Development, and a Special Use Permit for a density bonus for cluster housing. The parcel is approximately 11.7-acre parcel adjacent to Howard Street and Bosanko Avenue. Mr. Stamos reviewed the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. He noted that the deviations to the zoning and subdivision ordinances for setbacks, lot size, lot frontage, building height, and street widths are requested as part of a PUD. Mr. Stamos reported that on August 8, 2006 the Planning Commission held a public hearing and denied the request by a vote of 4-0. Written comments were distributed for Council review.

Dennis Cunningham, 424 Sherman Avenue, Suite 205.

Mr. Cunningham spoke on behalf of the applicant. He reported that his agency designed the proposed project using infill regulations as part of the PUD. He reported that the proposal is exclusively for adults 55 and over with different product types and price ranges with some units being affordable housing units. He noted that prices would range from \$325,000 for the single-family units to \$220,000-\$260,000 for townhouses to \$129,000 starting range for the condominium units. He further commented that the development would be served by two access/egress points.

Phil Boyd, 1620 Lincoln Way.

Mr. Boyd from Welch Comer Engineers spoke on behalf of the applicant and addressed the zoning request noting that a lot of properties in this area are going from MH-8 to residential and the transitioning of this area is being driven by commerce in the manufacturing zone which primarily has become a commercial park. In summary he asked the Council to consider that the Meadow Ranch project meets the comprehensive plan and its goals.

Gary Allen, 601 W. Bannock, Boise.

Mr. Allen spoke on behalf of the applicant and addressed the Planning Commission's Findings regarding compatibility and impact on neighboring property uses. Because of the neighboring landfill and compost facility, gas, noise and odor monitoring was conducted. He presented the results of the monitoring that indicated that gas from the closed landfill on Ramsey Road would not effect the project site. In regards to odor testing, odors consistent with a freshly mulched flower garden were noted on 6 of the 13 test days. Mr. Allen felt that the odors would not adversely affect the project. Noise testing revealed consistently elevated ambient noise levels that was likely caused by the site's proximity to I-90 and US-95. Peak noise levels were noted during hours that the Transfer Station and compost facility were closed. He also noted that there were published reports indicating that the compost facility and transfer station may be moving in the future. Mr. Allen further noted that the City has a noise and odor standard for all operations within the city. He also noted that the proposed residential project is on a bluff which is at a higher elevation than the commercial businesses in Commerce Park. He believes that if there were an odor problem that the residents currently surrounding the landfill and compost facilities would have previously complained about odor and noise. In regards to housing looking down onto business, he believes the existing trees would buffer the two areas and does not believe that a fence is required. He noted that the CC&R's are designed not to allow anyone under 55 years from living in these facilities. He believes that the lighting for this project is within City standards and as far as the traffic light at Kathleen and Howard; he believes that the project would be contributing to this signalization through impact fees. Mr. Allen also testified that there is a slope with a pretty good tree cover on it that creates a buffer between the project site and Commerce Park and that, additionally, a grade could be created that would eliminate a downward view into the backs of the businesses.

Roger Saterfiel, 3650 North Ramsey Road.

Mr. Saterfiel testified that he is the Solid Waste Director for Kootenai County and that he believes that the studies conducted by the applicant regarding noise, odor and gasses are flawed because of the relatively short length of the study period. He also commented that with the study being done in October, it does not reveal the true odor impact of the landfill during the summer when odors from the landfill site blow directly over the subject property. He also

testified that there are no intentions to move the Transfer Station. He noted that methane gas is not a problem when it is mixed with air, but it does become a problem when homes built next to a landfill have the methane gas creep into basements and crawl spaces within the homes. He noted that garbage in the Ramsey landfill will take much longer to decompose because the landfill was compacted and is lined. Mr. Saterfiel further testified that while the Transfer Station is not always be the cause of any noise, odor or dust complaints but that because of the nature of their operation they are often seen as being the source.

Rich Swoboda, 6175 N. 18th Street, Dalton Gardens.

Mr. Swoboda owns a business adjacent to the proposed project and believes that while it is a beautiful project it is in the wrong place. He has a concern that the residents who would look down onto his business would complain about the noise and equipment used in his operation. He believes that with the high density housing and the single car garages there would be numerous vehicles parked on the street. He also noted that in the summer you can smell the compost facility and it does not smell like a freshly mulched flower garden. He also has a concern about residents adhering to the age requirement. He would also like to see buffering, fencing, restrictions on lighting for this location and a traffic signal at the intersection of Howard and Kathleen.

Kimber Gates, 5743 N. 16th Street, Dalton Gardens.

Ms. Gates testified that she is part owner of the Cd' A Cellars Winery in Commerce Park, which is just below this project. She testified that they have gotten odors from the landfill and Mr. Saterfiel has been a good neighbor to her business. She further testified that she is concerned that a residential development in that location will be effected by the operations of her business especially during harvest and bottling, which is a noisy operation. She was concerned that her operation would not be a "good neighbor" to the new residents because of the nature of the operation which will lead to conflicts over her operation.

Shawn McMann, 421 Emma Ave.

Mr. McMann sees this project as a community that could walk to the store or a restaurant which would decrease traffic. He noted that whomever buys these homes are going to have a view of the business below which would help keep an eye on what is happening at the businesses after

hours, which will help protect the businesses. He believes that this project should be given a chance and the proposed prices for the units sound attractive.

Jay Johnson, 1206 N. 6th Street.

Mr. Johnson was concerned with the amount of parking facilities for the development and the design of the project overall. He indicated that the project should be a combination of view condos with commercial businesses constructed on the lower levels. He believes that the property should be zoned C-17.

Don Keil, Asst. Wastewater Superintendent.

Mr. Keil testified that there are no plans to move the compost facility. He indicated that the odor that emanates from the site is a farmland odor. However, the concern is the escape of “fugitive odors” that occurs when a compost pile is initially disturbed.

Will Gustafson, 1465 E. Mountain Dr., Santa Barbara, California,

Mr. Gustafson testified that housing for individuals 55 and over is needed in this community. He noted that only 28 units of the 253 units in this project overlook Commerce Park and that they did not expect to have any problems marketing the units.

B8. Pursuant to Section 16.10.030A.1, Preliminary Plats: In order to approve a preliminary plat, the Planning Commission must make the following findings:

B8A. That all of the general preliminary plat requirements have been met as attested to by the City Engineer.

We find based on the staff report, that all of the general preliminary plat requirements have been met as attested by the City Engineer.

B8B. That the provisions for streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, and utilities are adequate where applicable.

The staff report indicates that adequate sewer, water, drainage, police and fire services and street lighting are available for the subject property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

With regard to the provision of streets, alleys and right of ways, the property will be required to dedicate right of way along its entire frontage on Howard Street as well as build the full street section of Howard in order to allow the public streets to handle the additional 141 average peak hour trips per day that will be generated by the development. In addition the developer will be required to complete a full traffic study to determine if the impacts of this development will warrant the construction of a traffic signal at the intersection of Kathleen Ave. and Howard Street. We find that with these requirements, the provision of external streets and right of ways is adequate.

Internally, the project will be served by a combination of public and private streets with two exits onto Howard Street. We find this layout will provide adequate internal circulation for the development.

Given the above discussion, we find that the provisions for streets, alleys, rights-of-way, easements, street lighting, fire protection, planting, drainage, and utilities are adequate.

B8C. That the preliminary plat is in conformance with the Comprehensive Plan as follows:

We find that the proposed subdivision is in conformance with the Comprehensive Plan as follows:

The proposed subdivision will allow 55 lots, one of which is commercial, on approximately 11.7 acres. The Comprehensive Plan designates this area a "Transition" area and the proposed

development meets the goals for developments within a "Transition" area. "Transition" areas will typically have a build out density of approximately 3 dwelling units per acre. While this subdivision will have a higher density, the Comprehensive Plan encourages higher densities and mixed uses close to transportation corridors such as Kathleen Avenue, a medium intensity corridor) which is near this project area. Additionally, cluster housing is encouraged in Transition areas to preserve open space. This development proposes to preserve roughly 28% of the site area as open space. Other goals of the Transition areas are met by this subdivision including, encouraging residential development close to jobs and services, encouraging commercial clusters to serve adjacent neighbors and encouraging pedestrian and bicycle connections.

In addition to the above, we find that the following additional Comprehensive Plan policies are achieved by this subdivision:

Policy 4C4: "Residential and mixed use development should be encouraged." The proposed development is a residential development with a commercial component to serve the new residences.

Policy 14A3: "All new developments must provide for immediate hook up to the sanitary sewer system." The proposed development can immediately hook to the sanitary sewer system.

Policy 42B2: "Expansion of the City should be based on conformance to the urban service area." The proposed development is an "infill" project within the existing City boundaries at a location that is close to services.

Policy 4C3: Population growth should be compatible with preserving Coeur d'Alene's character and quality of life." The development proposes to preserve a historic barn that is a landmark in Coeur d'Alene.

B8D. That the public interest will be served.

As noted above, the proposed subdivision meets the goals and policies of the Comprehensive Plan, which is intended in part to assure that the public interest is served. Further, the proposed subdivision provides for an infill project in an area where the new residents can walk to nearby services. During the hearing significant testimony was received concerning whether this is an appropriate location for this development since it is in close proximity to several manufacturing and/or civic uses that generate noise and odors. However, we find that the impacts on these existing uses will be minimized by requiring that the developer fence and buffer the development from the lots in Commerce Park and by requiring the developer to specifically notify potential purchasers of the proximity of these uses and the other conditions placed on this approval. Further we also find that a housing development for citizens who are 55 and older is an underserved market in Coeur d'Alene that will be well served by this projects close proximity to shopping, civic services and restaurants. As such, we find that the public interest is served by the proposed subdivision.

B8E. That all of the required engineering elements of the preliminary plat have been met, as attested to by the City Engineer.

We find, based on the staff report, that all of the required engineering elements of the preliminary plat have been met as attested by the City Engineer.

B8F That the lots proposed in the preliminary plat do meet the requirements of the applicable zoning district for the following reasons:

The lots in the proposed subdivision meet the minimum lot sizes for a subdivision in the R-17 zone as modified by PUD-3-06, which we are approving at the same time.

B9. That the proposal would not adversely affect the surrounding neighborhood at this time with regard to traffic, neighborhood character, and existing land uses.

As discussed above, traffic concerns generated by this development have been adequately addressed by the conditions imposed on this approval. Additionally, the impacts created by this development on existing land uses have been mitigated by additional conditions. As such, we find that the proposed subdivision will not adversely affect the surrounding neighborhood at this time with regard to traffic, neighborhood character and existing land uses.

C. ORDER: CONCLUSION AND DECISION

The City Council pursuant to the aforementioned, finds that the request of **Active West Development** for preliminary plat approval as described in the application is **approved with the following conditions:**

1. The sanitary sewer serving the proposed development will be required to be extended from the existing development (Commerce Park) to the west. The developer will also be required to extend the sanitary main to the southerly boundary of the subject property at Howard Street. All installations will be the responsibility of the developer and completed at no cost to the City.
2. The developer will be required to extend the 12” water main in Howard Street to the southerly boundary of the subject property, and to provide eight inch (8”) looping through the development. All installations will be completed by the developer at not cost to the City.
3. Maintenance of all storm water swales will be the responsibility of the homeowners association for the subject property.
4. A traffic study will be required to be completed with a detailed analysis of the Howard Street/Kathleen Avenue intersection. Recommendations for the traffic remediation will need to be addressed and implemented based upon volumes and conditions noted by the study.

5. Additional right-of-way will be required to be dedicated to bring the Howard Street road section to a full sixty foot (60') width along the entire easterly frontage of the subject property.
6. The developer will be required to construct the full Howard Avenue section of the southerly boundary of the subject property with the initiation of Phase 1 improvements.
7. The minimum allowable street width will be thirty two feet (32'), which allows for two way travel with an eight foot (8') parking lane.
8. A geotechnical analysis will be required to determine stability of the soils. This report shall be compiled by a licensed Geotechnical Engineer with recommendations for footing and foundation plans for any construction on the subject property. All recommendations in the submitted report will be made requirements of all construction activity on the subject property.
9. The developer is required to install fencing along the property line between the subject property and the Commerce Park Development and between the subject property and the municipal composting facility and county transfer station.
10. The developer is required to plant a vegetative buffer along the north and west property lines that, in conjunction with fencing, will be 100% site obscuring within three (3) years of the approval of the final plat for phase 1. Prior to the approval of the final plat for phase 1, the developer must submit a landscaping and planting plan to the City's Urban Forester for review and approval to ensure that the selected plant material can meet the intent of this condition.
11. Prior to the approval of the final plat for phase 1 the developer must submit a copy of the CC&R's for the project to the City Attorney's office for review and approval. The CC&R's must contain a specific disclosure that the project is in close proximity to a county solid waste transfer station, a municipal composting facility and a manufacturing park that will result in noise, odor and/or dust that may be offensive to residents of the development. This disclosure must be acknowledged, in writing, by each purchaser, including subsequent purchasers, of a unit in the development.

12. The developer will be required to install a landscaping buffer/berm along the edge of the bluff to help limit the impacts of the Commerce Park businesses on the new residences. Prior to the approval of the final plat for phase 1, the developer must submit a grading and landscaping plan to the City Engineer and Urban Forester to ensure that the intent of this condition is met.

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Reid	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on December 5, 2006, and there being present a person requesting approval of ITEM SP-11-06, a request for a three unit per gross acre density increase for cluster housing special use permit in the R-17 (Residential at 17units/acre) zoning district.

LOCATION: +/- 11.7-acre parcel adjacent to Howard Street and Bosanko Avenue.

APPLICANT: Active West Development

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential – single-family, mobile homes and duplex, commercial – sales and service, light industrial, civic and vacant property.**
- B2. That the Comprehensive Plan Map designation is Transition.**
- B3. That the zoning is M (Manufacturing) however the Applicant has also requested that the property be rezoned to R-17 (residential at 17 units/acre) and C-17 (commercial at 17 units/acre), which is addressed in a separate set of findings.**
- B4. That the notice of public hearing was published on November 18, 2006 and November 28, 2006, which fulfills the legal requirement.**

- B5. That the notice of public hearing was posted on the property on November 25, 2006, which fulfills the legal requirement.**
- B6. That 33 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 17, 2006, and 5 responses were received: 3 in favor, 2 opposed.**
- B7. That public testimony was heard on December 5, 2006 including but not limited to:**

John Stamosos, Associate Planner.

Mr. Stamosos stated that Active West Development was seeking a zone change from Manufacturing to R-17 and C-17; approval of a preliminary plat; a Planned Unit Development, and a Special Use Permit for a density bonus for cluster housing. The parcel is approximately 11.7-acre parcel adjacent to Howard Street and Bosanko Avenue. Mr. Stamosos reviewed the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. He noted that the deviations to the zoning and subdivision ordinances for setbacks, lot size, lot frontage, building height, and street widths are requested as part of a PUD. Mr. Stamosos reported that on August 8, 2006 the Planning Commission held a public hearing and denied the request by a vote of 4-0. Written comments were distributed for Council review.

Dennis Cunningham, 424 Sherman Avenue, Suite 205.

Mr. Cunningham spoke on behalf of the applicant. He reported that his agency designed the proposed project using infill regulations as part of the PUD. He reported that the proposal is exclusively for adults 55 and over with different product types and price ranges with some units being affordable housing units. He noted that prices would range from \$325,000 for the single-family units to \$220,000-\$260,000 for townhouses to \$129,000 starting range for the condominium units. He further commented that the development would be served by two access/egress points.

Phil Boyd, 1620 Lincoln Way.

Mr. Boyd from Welch Comer Engineers spoke on behalf of the applicant and addressed the zoning request noting that a lot of properties in this area are going from MH-8 to residential and the transitioning of this area is being driven by commerce in the manufacturing zone which primarily has become a commercial park. In summary he asked the Council to consider that the Meadow Ranch project meets the comprehensive plan and its goals.

Gary Allen, 601 W. Bannock, Boise.

Mr. Allen spoke on behalf of the applicant and addressed the Planning Commission's Findings regarding compatibility and impact on neighboring property uses. Because of the neighboring landfill and compost facility, gas, noise and odor monitoring was conducted. He presented the results of the monitoring that indicated that gas from the closed landfill on Ramsey Road would not effect the project site. In regards to odor testing, odors consistent with a freshly mulched flower garden were noted on 6 of the 13 test days. Mr. Allen felt that the odors would not adversely affect the project. Noise testing revealed consistently elevated ambient noise levels that was likely caused by the site's proximity to I-90 and US-95. Peak noise levels were noted during hours that the Transfer Station and compost facility were closed. He also noted that there were published reports indicating that the compost facility and transfer station may be moving in the future. Mr. Allen further noted that the City has a noise and odor standard for all operations within the city. He also noted that the proposed residential project is on a bluff which is at a higher elevation than the commercial businesses in Commerce Park. He believes that if there were an odor problem that the residents currently surrounding the landfill and compost facilities would have previously complained about odor and noise. In regards to housing looking down onto business, he believes the existing trees would buffer the two areas and does not believe that a fence is required. He noted that the CC&R's are designed not to allow anyone under 55 years from living in these facilities. He believes that the lighting for this project is within City standards and as far as the traffic light at Kathleen and Howard; he believes that the project would be contributing to this signalization through impact fees. Mr. Allen also testified that there is a slope with a pretty good tree cover on it that creates a buffer between the project site

and Commerce Park and that, additionally, a grade could be created that would eliminate a downward view into the backs of the businesses.

Roger Saterfiel, 3650 North Ramsey Road.

Mr. Saterfiel testified that he is the Solid Waste Director for Kootenai County and that he believes that the studies conducted by the applicant regarding noise, odor and gasses are flawed because of the relatively short length of the study period. He also commented that with the study being done in October, it does not reveal the true odor impact of the landfill during the summer when odors from the landfill site blow directly over the subject property. He also testified that there are no intentions to move the Transfer Station. He noted that methane gas is not a problem when it is mixed with air, but it does become a problem when homes built next to a landfill have the methane gas creep into basements and crawl spaces within the homes. He noted that garbage in the Ramsey landfill will take much longer to decompose because the landfill was compacted and is lined. Mr. Saterfiel further testified that while the Transfer Station is not always be the cause of any noise, odor or dust complaints but that because of the nature of their operation they are often seen as being the source.

Rich Swoboda, 6175 N. 18th Street, Dalton Gardens.

Mr. Swoboda owns a business adjacent to the proposed project and believes that while it is a beautiful project it is in the wrong place. He has a concern that the residents who would look down onto his business would complain about the noise and equipment used in his operation. He believes that with the high density housing and the single car garages there would be numerous vehicles parked on the street. He also noted that in the summer you can smell the compost facility and it does not smell like a freshly mulched flower garden. He also has a concern about residents adhering to the age requirement. He would also like to see buffering, fencing, restrictions on lighting for this location and a traffic signal at the intersection of Howard and Kathleen.

Kimber Gates, 5743 N. 16th Street, Dalton Gardens.

Ms. Gates testified that she is part owner of the Cd' A Cellars Winery in Commerce Park, which is just below this project. She testified that they have gotten odors from the landfill and Mr. Saterfiel has been a good neighbor to her business. She further testified that she is concerned that a residential development in that location will be effected by the operations of her business especially during harvest and bottling, which is a noisy operation. She was concerned that her operation would not be a "good neighbor" to the new residents because of the nature of the operation which will lead to conflicts over her operation.

Shawn McMann, 421 Emma Ave.

Mr. McMann sees this project as a community that could walk to the store or a restaurant which would decrease traffic. He noted that whomever buys these homes are going to have a view of the business below which would help keep an eye on what is happening at the businesses after hours, which will help protect the businesses. He believes that this project should be given a chance and the proposed prices for the units sound attractive.

Jay Johnson, 1206 N. 6th Street.

Mr. Johnson was concerned with the amount of parking facilities for the development and the design of the project overall. He indicated that the project should be a combination of view condos with commercial businesses constructed on the lower levels. He believes that the property should be zoned C-17.

Don Keil, Asst. Wastewater Superintendent.

Mr. Keil testified that there are no plans to move the compost facility. He indicated that the odor that emanates from the site is a farmland odor. However, the concern is the escape of "fugitive odors" that occurs when a compost pile is initially disturbed.

Will Gustafson, 1465 E. Mountain Dr., Santa Barbara, California,

Mr. Gustafson testified that housing for individuals 55 and over is needed in this community.

He noted that only 28 units of the 253 units in this project overlook Commerce Park and that they did not expect to have any problems marketing the units.

B8. Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the City Council:

B8A. The proposal is in conformance with the comprehensive plan, as follows:

We find that the proposed Special Use Permit is in conformance with the Comprehensive Plan as follows:

The proposed special use permit would allow a density bonus for this project because it is providing cluster housing. The Comprehensive Plan designates this area a "Transition" area and the proposed development meets the goals for developments within a "Transition" area. "Transition" areas will typically have a build out density of approximately 3 dwelling units per acre. While this subdivision will have a higher density, the Comprehensive Plan encourages higher densities and mixed uses close to transportation corridors such as Kathleen Avenue, a medium intensity corridor) which is near this project area. Additionally, cluster housing is encouraged in Transition areas to preserve open space. This development proposes to preserve roughly 28% of the site area as open space. Other goals of the Transition areas are met by this subdivision including, encouraging residential development close to jobs and services, encouraging commercial clusters to serve adjacent neighbors and encouraging pedestrian and bicycle connections.

In addition to the above, we find that the following additional Comprehensive Plan policies are achieved by this subdivision:

Policy 4C4: “Residential and mixed use development should be encouraged.” The proposed development is a residential development with a commercial component to serve the new residences.

Policy 14A3: “All new developments must provide for immediate hook up to the sanitary sewer system.” The proposed development can immediately hook to the sanitary sewer system.

Policy 42B2: “Expansion of the City should be based on conformance to the urban service area.” The proposed development is an “infill” project within the existing City boundaries at a location that is close to services.

Policy 4C3: Population growth should be compatible with preserving Coeur d’Alene’s character and quality of life.” The development proposes to preserve a historic barn that is a landmark in Coeur d’Alene.

B8B. The design and planning of the site is compatible with the location, setting, and existing uses on adjacent properties. This is based on:

The density of the project, as reflected in the staff report and the applicant’s testimony is consistent with this sites location near Kathleen Avenue, which is a medium intensity corridor. Additionally, the architectural renderings presented during the presentation show a style consistent with the historic barn on the site that is being retained. The layout and spacing of the buildings and parking areas are set up to keep the parking areas on the interior of the parcel. As such, the design and site planning is compatible with existing uses on adjacent properties

B8C The location, design, and size of the proposal are such that the development (will) (will not) be adequately served by existing streets, public facilities and services. This is based on:

The staff report indicates that adequate sewer, water, drainage, police and fire services and street lighting are available for the subject property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

With regard to the provision of streets, alleys and right of ways, the property will be required to dedicate right of way along its entire frontage on Howard Street as well as build the full street section of Howard in order to allow the public streets to handle the additional 141 average peak hour trips per day that will be generated by the development. In addition the developer will be required to complete a full traffic study to determine if the impacts of this development will warrant the construction of a traffic signal at the intersection of Kathleen Ave. and Howard Street. We find that with these requirements, the provision of external streets and right of ways is adequate.

Internally, the project will be served by a combination of public and private streets with two exits onto Howard Street. We find this layout will provide adequate internal circulation for the development.

Given the above discussion, we find that the development will be adequately served by existing public facilities and services.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **ACTIVE WEST DEVELOPMENT** for a three unit per gross acre density increase for cluster housing special use permit, as described in the application should be **approved**.

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell Voted _____

Council Member Edinger Voted _____

Council Member Goodlander Voted _____

Council Member McEvers Voted _____

Council Member Reid Voted _____

Council Member Kennedy Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

PUBLIC HEARINGS



CITY OF COEUR D'ALENE

PARKS DEPARTMENT

CITY HALL, 710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83816-3964
208-769-2252 – FAX 208-769-2383

PARKS & RECREATION COMMISSION MINUTES NOVEMBER 13, 2006 - 5:30 P.M. COUNCIL CHAMBERS – CITY HALL

MEMBERS PRESENT:

Lee Shellman, Chairman
Scott Cranston, Vice Chairman
Al Hassell, Council Liaison
Dave Patzer
Mike McDowell
Jim Lien
Bridget Hill
Aaron Johnson, Student Rep
(arrived at 5:40 pm)

MEMBERS ABSENT:

Elizabeth St. John, Alt. Student Rep

STAFF PRESENT:

Doug Eastwood, Parks Director
Steve Anthony, Recreation Director
Jackie Carbone, Parks Secretary

GUESTS PRESENT:

Randy Cain, BMX Association

CALL TO ORDER: Chairman Shellman called the meeting to order at 5:30 pm.

1. Roll Call

Seven members present and two members absent, resulting in an official quorum.

2. PLEDGE OF ALLEGIANCE

Commissioner Hill led the Pledge of Allegiance.

3. APPROVAL OCTOBER 9, 2006, MINUTES

Motion was made by Commissioner Cranston to approve the October 9, 2006, minutes. Motion was seconded by Commissioner McDowell. Motion passed.

4. PUBLIC COMMENTS

There were no public comments.

5. STAFF COMMENTS

Steve Anthony reported:

- a. Swim lesson registrations for the fall at the McGrane Center were held last Saturday. The total enrollment of 75 children is a little lower this year due to the upcoming holiday season. A total of 570 children attended swim lesson classes this year.
- b. Men's basketball registrations resulted in 32 teams. Some were turned away due to lack of officials. Officials are paid \$22.00 per game and Steve asked that

9. LWCF Update

Doug Eastwood asked the Commission to critique a powerpoint presentation that he will be making to the IDPR in December regarding Land & Water Conservation Funds (LWCF). These funds come from offshore oil wells revenue and are distributed to the states for acquisition and development of parks and open space. Coeur d'Alene has been able to build ten parks with the help of several million dollars in LWCF grants. Currently the money allocated annually to Idaho is divided equally. After 15% is deducted for administrative fees, 50% of the remainder goes to the state and 50% to all other qualifying applicants within the state. The funds are distributed by population. The amount of funding for Idaho has been decreasing each year and, once the funds are distributed to the various entities around the state, the amount of each grant is too small to finance any significant improvements.

Doug will be traveling to Boise along with several other concerned government officials to present a proposal that would increase the amounts of each grant. They are suggesting that every other year all the LWCF monies granted to Idaho be used entirely by the state and the following year 100% of the funding be allocated to cities, counties and other qualifying applicants within the state. This would allow larger grants to be awarded. Since most projects take about two years to plan, construct and close-out, this proposal seems like a good solution.

Commissioners discussed their ideas and suggestions. Commissioner McDowell suggested that, at the meeting in December, Doug ask what services are being performed for 15% of the annual LWCF monies for Idaho. Doug said this is one of the questions that will definitely be asked.

Chairman Shellman suggested that a package be prepared by various communities describing how they each have benefited from LWCF grants. This package could be sent to Secretary of the Interior, Dirk Kempthorne, giving him additional resources to show the powers-that-be how valuable this funding is. Doug agreed to ask the IRPA Association prepare such a package.

10. AMENDMENTS TO PARK FEES *(Council Action Required)*

Doug Eastwood reported to the Commission that the majority of our park fees have not changed since 1999. We will be evaluating all of our fees after the Parks and Recreation Master Plan is completed in the spring but it is necessary to address two of the fees at this time. The Riverstone Amphitheater will be completed sometime next summer so we will be able to start taking reservations for that facility on January 2, 2007. Currently we do not have a specific fee for that facility. Based on the type of events that we foresee at the amphitheater a \$100 fee per event with only one event per day should be reasonable. The bandshell and gazebo in City Park currently rent for \$50 each but these rates most certainly will be increased in our next fee review.

Doug also addressed the need to increase our current monitoring fee from \$15 per hour to \$20 per hour. This fee was initiated in 1999 and has not kept pace with our salary increases. The actual monitoring expense averages around \$20 per hour depending on who is assigned to monitor the event. Events that require monitoring usually occur on holidays or weekends. It is very important to increase this fee prior to January when we start booking events for the 2007 summer season. This new fee will also be re-evaluated in our fee review in the spring.

Motion was made by Commissioner Patzer to forward a recommendation to the City Council to amend Resolution No. 04-024 by adding a reservation fee for the Riverstone Amphitheater of \$100.00 per event with only one event per day and to increase the monitoring fee to \$20 per hour pending an overall fee review based on the recommendations made in the Parks and Recreation Master Plan. Motion was seconded by Commissioner McDowell. Motion passed unanimously.

11. WORKSHOP – November 27, 2006 *(For Discussion)*

Doug Eastwood reminded the Commission of the next workshop on November 27, 2007, at 12:00 pm at the Iron Horse Restaurant. Suggested agenda items include:

- In-Line Rink Use by BMX Freestyle
- Riverstone Park & Pond draft agreements

Commission Comments:

- a. Commissioner McDowell reported that one of the swings at Fort Sherman was broken. Doug said it was probably fixed already but he would follow up on it.
- b. Commissioner Hassel reported that there have been a number of cars parked in the Ramsey parking lot with "For Sale" signs in the window. He was concerned that this was against the ordinance of no commercial activity on city property. It was suggested that a card could be left on the car informing the owner of this ordinance.
- c. Chairman Shellman asked if there was a graffiti "problem" in Coeur d'Alene. He has been noticing more graffiti around town. Doug replied that there is no problem on city property. As per city ordinance, all graffiti must be removed by the property owner within 24 hours. The Parks Department is very diligent in following this directive.
- d. Commissioner Patzer asked Doug if the Parks Department lost any trees in the windstorm over the weekend. Doug answered that the top of one tree broke off in City Park and damaged a couple of other trees. Also, a tree fell on the parks maintenance shop at the cemetery causing significant damage.

Motion was made at 6:47 pm by Commissioner Cranston to adjourn the meeting to a workshop at 12:00 pm on Monday, November 27, 2006, at the Iron Horse Restaurant. Motion was seconded by Commissioner Patzer. Motion passed.

Respectfully submitted by Jackie Carbone, Parks Secretary

NEXT WORKSHOP: Monday, November 27, 2006 - 12:00 pm at Iron Horse Restaurant

NEXT MEETING: Monday, December 11, 2006 - 5:30 pm in Council Chambers

RESOLUTION NO. 06-083

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING AND CREATING USER PARK FEES.

WHEREAS, the City of Coeur d'Alene is authorized by law to establish reasonable fees for services provided by the City or administrative costs incurred by the City; and

WHEREAS, the City Council has determined that reasonable adjustments to Park Facilities fees are necessary, as set forth below in this Resolution; and

WHEREAS, the City Council is authorized to establish and adjust these fees by Resolution; and

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

BE IT RESOLVED, that effective December 20, 2006, the following amended fees will be in effect:

<u>Parks Department:</u>	Current	Proposed
<u>NEW FACILITY: Riverstone Amphitheater – reservation fee per event with only one scheduled event per day.</u>	\$0.00	\$100.00
<u>ALL FACILITIES: Monitoring Fee - per hour of event</u>	\$15.00 / per hour	\$20.00 / per hour

DATED this 19th day of December, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCILMAN HASSELL Voted _____

COUNCILMAN GOODLANDER Voted _____

COUNCILMAN KENNEDY Voted _____

COUNCILMAN REID Voted _____

COUNCILMAN EDINGER Voted _____

COUNCILMAN MCEVERS Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 10/31/06	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/06
General-Designated	\$1,109,918	\$12,747	\$101,954	\$1,020,711
General-Undesignated	4,286,826	12,305,888	13,712,148	2,880,566
<u>Special Revenue:</u>				
Library	(52,973)	10,483	69,705	(112,195)
Cemetery	85,432	18,456	21,687	82,201
Parks Capital Improvements	479,251	47,445	17,688	509,008
Impact Fees	2,322,870	55,476	52,151	2,326,195
Annexation Fees	55,080	179		55,259
Insurance	1,997,531	6,843	500	2,003,874
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	425,058	8,352		433,410
LID Guarantee	164,144	858		165,002
LID 124 Northshire/Queen Anne/Indian Meadows	60,387			60,387
LID 127 Fairway / Howard Francis	103,179	8,231		111,410
LID 129 Septic Tank Abatement	266,093			266,093
LID 130 Lakeside / Ramsey / Industrial Park	237,782			237,782
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	48,129	3,137		51,266
LID 137 Govt Way / Kathleen / WWTP Cap Fees	74,233			74,233
LID 143 Lunceford / Neider	24,212			24,212
LID 145 Government Way	9,617			9,617
LID 146 Northwest Boulevard	195,148			195,148
LID 148 Fruitland Lane Sewer Cap Fees	11,981			11,981
<u>Capital Projects:</u>				
Street Projects	1,247,549	4,479	10,611	1,241,417
2006 GO Bond Capital Projects	5,918,752	4,038,036	4,452,030	5,504,758
<u>Enterprise:</u>				
Street Lights	13,020	34,935	29,664	18,291
Water	1,140,078	2,156,233	462,011	2,834,300
Water Capitalization Fees	2,924,768	69,797	1,762,953	1,231,612
Wastewater	3,052,941	453,675	1,167,632	2,338,984
Wastewater-Reserved	1,584,580	27,500		1,612,080
WWTP Capitalization Fees	5,999,385	177,142	7,128	6,169,399
WW Property Mgmt	60,668			60,668
Sanitation	235,691	224,434	235,638	224,487
Public Parking	512,064	12,077	5,234	518,907
Stormwater Mgmt	307,499	94,925	40,226	362,198
Water Debt Service	119	16,006	16,005	120
Wastewater Debt Service	347	1	630	(282)
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	177,395	138,542	177,421	138,516
LID Advance Payments	1,032	25	168	889
Police Retirement	1,347,620	21,617	31,865	1,337,372
Cemetery P/C	1,978,374	11,982	2,000	1,988,356
Sales Tax	1,931	1,260	1,931	1,260
Fort Sherman Playground	6,060	19		6,079
Jewett House	24,623	1,473	2,339	23,757
KCATT	3,117	10		3,127
Reforestation	181,239	2,243	10,307	173,175
CdA Arts Commission	259	21	201	79
Public Art Fund	67,517	219	877	66,859
Public Art Fund - LCDC	120,806	392		121,198
Public Art Fund - Maintenance	71,238	231	35	71,434
KMPO - Kootenai Metro Planning Org	34,974	55,136	48,368	41,742
BID	106,195	9,384	10,000	105,579
Homeless Trust Fund	258	251	258	251
GRAND TOTAL	\$39,023,998	\$20,030,140	\$22,451,365	\$36,602,773

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTHS ENDED
 30-Nov-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2006	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$159,272	\$26,458	17%
	Services/Supplies	32,250	1,088	3%
Administration	Personnel Services	432,434	72,167	17%
	Services/Supplies	51,988	7,382	14%
Finance	Personnel Services	559,360	83,832	15%
	Services/Supplies	123,577	55,484	45%
Municipal Services	Personnel Services	628,167	106,252	17%
	Services/Supplies	417,560	127,287	30%
	Capital Outlay			
Human Resources	Personnel Services	179,426	32,932	18%
	Services/Supplies	52,552	2,310	4%
Legal	Personnel Services	996,154	170,437	17%
	Services/Supplies	86,461	6,607	8%
	Capital Outlay			
Planning	Personnel Services	444,304	77,205	17%
	Services/Supplies	77,000	5,821	8%
Building Maintenance	Personnel Services	193,815	25,593	13%
	Services/Supplies	209,000	18,184	9%
	Capital Outlay			
Police	Personnel Services	7,073,406	1,140,675	16%
	Services/Supplies	558,508	73,495	13%
	Capital Outlay	220,994	9,988	5%
Fire	Personnel Services	4,837,284	742,500	15%
	Services/Supplies	371,774	25,679	7%
	Capital Outlay			
General Government	Personnel Services	49,649	1,043	2%
	Services/Supplies	126,982	126,982	100%
Byrne Grant (Federal)	Services/Supplies	77,303	16,602	21%
COPS Grant	Services/Supplies	154,241	38,010	25%
K.C.J.A. Drug Task Force	Services/Supplies	24,140	7,652	32%
	Capital Outlay			
US Streets	Personnel Services	1,686,466	268,143	16%
	Services/Supplies	483,126	27,250	6%
	Capital Outlay	340,000		
Growth Services	Personnel Services	544,329	54,012	10%
	Services/Supplies	653,500	3,735	1%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTHS ENDED
30-Nov-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2006	PERCENT EXPENDED
Parks	Personnel Services	981,686	144,290	15%
	Services/Supplies	344,450	17,396	5%
	Capital Outlay	89,000	275	0%
Recreation	Personnel Services	530,273	77,373	15%
	Services/Supplies	160,400	70,383	44%
	Capital Outlay	36,500		
Building Inspection	Personnel Services	751,928	118,474	
	Services/Supplies	40,650	8,368	
Total General Fund		<u>24,779,909</u>	<u>3,791,364</u>	<u>15%</u>
Library	Personnel Services	786,169	118,706	15%
	Services/Supplies	139,205	29,994	22%
	Capital Outlay	51,000	2,886	6%
Cemetery	Personnel Services	155,252	26,273	17%
	Services/Supplies	103,230	10,115	10%
	Capital Outlay	42,000		
Impact Fees	Services/Supplies	2,014,920	220,000	11%
Annexation Fees	Services/Supplies	100,000		
Parks Capital Improvements	Capital Outlay	443,259	15,909	4%
Insurance	Services/Supplies	295,500	1,000	0%
Total Special Revenue		<u>4,130,535</u>	<u>424,883</u>	<u>10%</u>
Debt Service Fund		<u>2,537,634</u>	<u>49,678</u>	<u>2%</u>
Ramsey Road	Capital Outlay	1,660,200	319	0%
Govt Way	Capital Outlay		6,925	
Kathleen & Atlas Signal	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay	200,000	757	0%
4th St - Anton to Timber	Capital Outlay		2,661	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	823,000		
Seltice Way	Capital Outlay			
Atlas Road & Hanley Ave Signal	Capital Outlay	200,000		
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		432,099	
Fire Dept GO Bond Expenditure	Capital Outlay		3,498	
Total Capital Projects Funds		<u>2,883,200</u>	<u>446,259</u>	<u>15%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTHS ENDED
30-Nov-2006

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2006	PERCENT EXPENDED
Street Lights	Services/Supplies	505,592	33,445	7%
Water	Personnel Services	1,174,554	188,725	16%
	Services/Supplies	2,817,514	66,931	2%
	Capital Outlay	2,961,000	426,298	14%
	Debt Service	338,000	16,005	5%
Water Capitalization Fees	Services/Supplies	1,160,000		
Wastewater	Personnel Services	1,791,255	280,486	16%
	Services/Supplies	3,307,741	96,268	3%
	Capital Outlay	5,388,114	640,262	12%
	Debt Service	417,850		
WW Capitalization	Services/Supplies	1,293,611		
Sanitation	Services/Supplies	2,806,353	247,026	9%
Public Parking	Services/Supplies	160,132	10,728	7%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	341,865	54,773	16%
	Services/Supplies	506,603	12,659	2%
	Capital Outlay	500,000		
Total Enterprise Funds		25,470,184	2,073,606	8%
Kootenai County Solid Waste			177,395	
Police Retirement		242,150	40,039	17%
Cemetery Perpetual Care		101,500	16,837	17%
Jewett House		29,038	2,339	8%
Reforestation		54,000	4,107	8%
CdA Arts Commission		4,600	320	7%
Public Art Fund		100,000	877	1%
Public Art Fund - LCDC		60,000		
Public Art Fund - Maintenance		1,000	35	4%
Fort Sherman Playground		2,000	198	10%
KMPO		190,400	53,198	28%
Business Improvement District		126,000	10,000	8%
Homeless Trust Fund		5,000	258	5%
Total Trust & Agency		915,688	305,603	33%
TOTALS:		\$60,717,150	\$7,091,393	12%