



Coeur d'Alene

CITY COUNCIL MEETING

February 15, 2011

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

February 1, 2011

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room February 1, 2011 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Deanna Goodlander) Members of Council Absent

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

INVOCATION: The invocation was led by Pastor Mike Slothower, River of Life Church.

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

PRESENTATION – PLAQUE OF APPRECIATION – COEUR D'ALENE FIRE DEPARTMENT:

Marie Price, representing the North Idaho College Workforce Training Center presented the City's Fire Department with a plaque for their participation in the Emergency Medical Technician Training Program as well as the Firefighter 1 Training Course. Chief Gabriel expressed his appreciation for the opportunity to partner with NIC in these Workforce Training courses.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

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

1. Approval of minutes for January 13, 18, 2011.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, February 7th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 11-003: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE DESTRUCTION OF CERTAIN SEMI-PERMANENT & TEMPORARY RECORDS FROM THE WATER AND STREET DEPARTMENTS.
4. Approval of relinquishment of sanitary sewer easement to Riverstone West, LLC
5. Setting of public hearing for amendments to Community Development Block Grant Plan Year 2010 for March 1, 2011.
6. Approval of beer/wine license for Lakeside Mini Mart at 1311 E. Sherman Avenue.
7. Setting of public hearings: AA-1-11 – Administrative appeal of Fort Sherman Chapel uses for April 5th; O-3-10 – Amendments to Off-Street parking regulations for February 15, 2011.
8. Declaring the following Wastewater Treatment Plan equipment as surplus: 2 Inoperable Parkson screening washer/compactors; 1 totaled 1995 GMC ½-ton Compost pickup
9. Acceptance of easement for sewer line installation in the Riverstone Development.

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

COUNCIL COMMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy noted that the summary of last week's meeting with legislators in Boise basically states that this is going to be another lean year and legislation will focus on balancing the budget.

COUNCILMAN EDINGER: Councilman Edinger announced that he and his wife attended a carousel meeting and it was very interesting and the owners are very energetic about bringing the carousel back to Coeur d'Alene. Next week is another meeting at the old Eagles facility.

COUNCILMAN HASSELL: Councilman Hassell announced that the next McEuen Field Enhancement Project proposal presentation is scheduled for Feb. 3 at Woodland Middle School at 6:00 p.m.

APPOINTMENT – ARTS COMMISSION: Motion by Edinger, seconded by Bruning to re-appoint Theresa Shaffer to the Arts Commission. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that an encore presentation and Open House for the proposed McEuen Park project will be held this Thursday, February 3rd, at 6:00 p.m., at Woodland Middle School. It's chilly out there this time of year. When riding a bike, the wind chill makes it even colder. Be sure to dress warmly. Pay special attention to fingers and ears as they tend to get cold the quickest! Library Director Bette Ammon has been appointed to serve on the Board of the Pacific Northwest Library Association. The next Legislative Town Hall Meeting has been scheduled for Saturday, March 12th, from 8:30 a.m. to 10:00 a.m., in the Library Community Room. Everyone is invited and encouraged to attend. The City of Coeur d'Alene continuously accepts applications and holds them on file for one year for the following positions: Police Officer, Secretarial/Clerical, Janitorial, Library Clerk, and Attorney. For applications and job information, please visit our website at www.cdavid.org or call the Human Resources Department at 769-2205. Your local Arbor Day Committee announces an art contest to design a button for 2011 Arbor Day celebrations. First place artwork will be made into 2,000 buttons and given to fourth graders and others who participate in Arbor Day celebrations this April. Designs must be submitted by Friday, March 4th. For more information, contact Karen Haskew at 769-2266. The libraries of North Idaho are joining forces for "Our Region Reads," a program to encourage as many regional residents as possible to read the same book, to talk about it, and to participate in programs related to the themes in the book. Call the library at 769-2315 for further information. ReTool Box, a basic computer literacy help sessions, have resumed at the Coeur d'Alene Public Library. January and February sessions include Basic Computer Operation and Keyboarding Skills/Getting Online. To reserve space, call 208-769-2380. Teen videographers have the opportunity to win up to \$350 for their entries in Teen Film Festival 2011, with contests sponsored by North Idaho libraries and the Idaho Commission for Libraries. Call the Coeur d'Alene Library for more information at 769-2315. Governor Otter has appointed Chief Wayne Longo to serve on Idaho's Peace Officer Standards and Training Council. There are two vacancies on the city's Noise Abatement Board. If you are interested in serving, please contact Susan Weathers at 769-2231 for an application.

PUBLIC HEARING – AMENDMENTS TO VARIOUS CITY FEES: Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen noted that tonight's public hearing is to consider various fee amendments for the City, as follows:

POLICE DEPARTMENT Animal Control Fees:

He noted that he proposed fee increases are designed to capture a portion of the animal control expense the City is incurring for this service. There is a new fee proposal called the appeal processing fee which would cover a portion of City personnel cost for their time for this service.

FINANCE DEPARTMENT:

Mr. Tymesen noted that the City has a contract with Waste Management to pick up solid waste in the City. The contract has an annual increase provision based on fuel and labor costs. The minimum increase is 1.5% and the maximum is 2.75%. The City has not raised rates since 2003. Kootenai County assists the City with the verification of the annual increase and the negotiation of the solid waste contract. The expenses in the City's Solid Waste Fund are street sweeping at \$20,060.00, street wear at \$243,000.00 and overhead for personnel, computers and billing equaling \$151,712.00.

Mr. Tymesen reviewed the proposed fees for residential garbage service compared to other area cities and proposed rates for the City of Coeur d'Alene are the lowest rates in the area.

Councilman Hassell commented on a written comment from a citizen regarding the difference in the per/gallon rate for the garbage bins and that the 96 gallon bin equates to 10¢/gallon and the 35 gallon bin equates to 20¢/gallon. Mr. Tymesen explained that the base rate is the cost of picking up the garbage.

HUMAN RESOURCES DEPARTMENT: Mr. Tymesen explained that the requested increase in Police Officer & Firefighter Application fees is based on the time and cost of the testing process. The total average cost per applicant is \$25.00. Therefore, it is reasonable to increase the fee to the recommended \$20.00. To more than double the fee would be counter-productive in the current economy.

MUNICIPAL SERVICES DEPARTMENT:

Mr. Tymesen requested Council consider increasing the Outdoor Eating Sidewalk Encroachment permit from \$100 to \$115. He explained that the current fee is the same as all other sidewalk encroachment permits issued for one to two days. The Outdoor eating sidewalk encroachment permit currently being issued for May through October was established in 2006. The increase was determined by an inflation factor of 3%/year for the past five years which would be \$115. This proposed modest fee increase over a more drastic increase is due to the still tough economy.

Parade/Special Events fees from \$100 to \$125 for low impact events, from \$200 to \$250 for medium impact events, and from \$500 to \$625 for high impact events, and to clarify that parade/special event fees are a per day fee. Mr. Tymesen noted that in 2010 parade and special events cost the city \$80,456.25 in resources. The parade/special event fees recovered \$8,500.00. Staff recommends that we do not try to capture in fees the full expenses, but rather follow the strategy of a modest increase based on inflation and, in parallel, we will continue to work on a more equitable sharing of logistics with the event sponsors. The last rate change was in 2003 and to adjust those fees forward to 2011 using a 3%/year factor, the rates would adjust to \$125 for low impact events, \$250 for medium impact events, and \$625 for high impact events. There has also been some confusion on how to apply the fee for multiple-day events and it is staff's recommendation that the fee be applied for each day of a permit since the current code allows only one event per day.

PARKING FEES:

In regard to rates for parking Mr. Tymesen noted that not all rates are increasing. The parking fee recommendations have been examined by the Parking Commission after great discussion. The commission was very intentional in not recommending an increase to the cost of parking for business owners and workers downtown, which means there is no change to the 5 day per week monthly pass. It is still \$20.00 per month. The recommendation includes no change to the first two hours of free parking in the large downtown 3rd Street lot. The proposed increases will enable the parking fund, which receives no property tax dollars, to continue to add equipment to the lots to provide better customer service. Examples of new equipment are the electronic gate at 5th Street for monthly proximity card pass holders and the new computerized pay station at Independence Point.

PARKS DEPARTMENT:

Mr. Tymesen noted the Parks Department is requesting City Park Bandshell and Amphitheater at Riverstone to be increased from \$100 to \$125. The public performances held at the City Park Bandshell and Riverstone Amphitheater requires licensed or copyrighted material licensing by several different companies ASCAP (American Society of Composers, Authors, and Publishers), BMI (Broadcast Music Incorporated) and SESAC. Each company charges \$300-\$400 each year to cover licensing requirements for these public performances. The fees collected go into the Parks Capital Improvement Fund to pay for the coverage of an event and to help offset capital improvements due to long term wear and tear on the facilities.

RECREATION DEPARTMENT: The Recreation Department has rented out gyms that are cost-shared with the School District to AAU teams that participate in city basketball programs and tournaments. Staff initially recommended an increase to \$15.00/hour; however, the School District charges \$27.00/hour to rent gym space and they have requested the City charge a comparable fee. Therefore, staff is proposing to increase the City's fee to \$25.00/hour to be more in line with the School District fee. The fee will not affect Recreational Teams in the City program as their practice fees are included in the player's fee. The fee increase will not prohibit AAU teams from renting a gym for practice, but will help the City recover some of our staff costs.

Councilman Edinger noted that the Council received written comments regarding this fee increase. Councilman Edinger questioned whether the School District can dictate to the City what to charge for gym use fees. He noted that it is volunteers who maintain the AAU teams and he does not believe that it is the AAU teams that are causing wear and tear to the basketball floors. Councilman Edinger asked Recreation Director Steve Anthony for a history of the AAU teams. Steve Anthony noted that the AAU teams are not part of the Recreation Department programs, but with an agreement with the School District, the City can rent the gyms to the AAU teams. Councilman Edinger asked how we arrived at the proposed cost. Steve noted that the actual cost to the City is \$26.50 and he asked if the Council wishes to continue to subsidize the AAU teams. Councilman Edinger asked if the City raised the fees for the AAU teams, would we raise the rates for other teams. Steve responded that the other teams pay \$10 an hour as they also pay a players fee to the city where AAU does not pay a player fee to the city. Councilman Edinger believes that the Recreation Department is not supposed to be a money maker and he feels that doubling the fee to the AAU teams is too much. He believes that since staff originally recommended increasing it to \$15.00 that is adequate. Mayor Bloem commented that the difference between the \$15 per hour and \$25 per hour is a total of \$900 per year. Councilman Hassell asked if the \$15.00 per hour covers staff time. Mr. Anthony responded yes. Councilman Hassell asked if these fees cover the wear and tear on the facilities. Mr. Anthony responded it does not include that cost. Councilman McEvers asked if this type of fee falls on the softball games players at McEuen Field. Mr. Anthony responded that although it is not this particular fee, there is a fee to the teams that play on McEuen. Councilman Bruning noted that he believes the

Recreation Department can manage on the \$15.00 per hour fee this year and maybe the City could wait until next year to further review this fee.

WATER DEPARTMENT: Mr. Tymesen reported that the existing fee that covers the Water Department’s cost to install new water services for customers includes materials, meters, labor, etc. There is also an asphalt patching fee when appropriate. What has not been included in this existing fee is the cost to replace sidewalk panels. In some cases, the installation of new services required that a sidewalk panel be removed and replaced. The new fee will allow the Water Department to recover the cost of replacing a sidewalk panel when needed.

The Water Department is an active member of the Kootenai County Utilities Council which is affiliated with the “call before you dig” service. This service is intended to be a service to protect the public and utilities when excavation is happening. Over the past several years, engineering firms and other designers have begun to call for locates to develop drawings for proposed construction. Once the projects begin, locates are called in again for the same area. Some of these locates can be quite extensive. An example of such a call was a request for a locate for “the entire US 95 right-of-way from Prairie Avenue through town to the Spokane River Crossing”. The Utility Council is working on having a category called “design locates” for a charge up to \$50.00/hour for their locating services. The local chapter of the Idaho Society of Professional Engineers has been advised of the intent to create the fee. They have not taken any formal position, but informally indicated that they are not opposed to the proposal. The proposed fee covers wages and overhead for locating water facilities when requested for design purposes.

Mr. Tymesen noted that written comments from Ladonna Peplinski regarding the garbage fees and from Lynne Kinson, Terri Seymour, Ann Sumner, Justin and Angie Kane, David and Koko Brockhoff, Mark Jackson, and Melinda Hennig regarding the gym fee were distributed for Council review.

PROPOSED FEE INCREASES

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Animal Control	License Fee – Unaltered Dog (R.98-020)	\$15.00	\$20.00		
Animal Control	License Fee – Altered Dog (R.98-020)	\$7.00	\$10.00		
Animal Control	License Fee Increase (not timely licensed) (R.98-020)	\$1.00	\$0		
Animal Control	Replacement Tag (R.98-020)	\$2.00	\$5.00		
Animal Control	Impound Processing Fee (R.07-022)	\$20.00	\$30.00		
Animal Control	Additional Impounds Processing Fee (R.07-022)	\$20.00	\$0	Fee added to base fee for each additional impound within 12 months	
Animal Control	Daily Animal Housing Fee (R.07-022)	\$20.00	\$20.00		
Animal Control	Animal Control Civil Penalty (R.08-064)	\$75.00	\$75.00		
Animal Control	Annual Kennel License Fee	\$20.00	\$30.00		
Animal Control	Appeal Processing Fee		\$75.00		
Finance	Garbage Fees				

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Garbage – Additional Compactor Service	Perm 1.5 Yd	\$22.88	\$25.17	10.01%	
Garbage – Additional Compactor Service	Perm 3 Yd	\$45.85	\$50.50	10.14%	
Garbage – Additional Compactor Service	Perm 4 Yd	\$61.10	\$67.10	9.82%	
Garbage – Additional Compactor Service	Perm 5 Yd	\$76.35	\$84.00	10.02%	
Garbage – Additional Compactor Service	Perm 6 Yd	\$91.65	\$101.00	10.20%	
Garbage – Additional Compactor Service	Perm 15 Yd	\$135.00	\$148.50	10%	
Garbage – Additional Compactor Service	Perm 20 Yd	\$179.50	\$197.00	9.75%	
Garbage – Additional Compactor Service	Perm 25 Yd	\$222.00	\$244.00	9.91%	
Garbage – Additional Compactor Service	Perm 30 Yd	\$269.00	\$296.00	10.04%	
Garbage – Additional Compactor Service	Perm 40 Yd	\$359.00	\$389.00	8.36%	
Garbage – Cleaning & Sanitizing	1 Yd Container	\$32.00	\$36.00	12.5%	
Garbage – Cleaning & Sanitizing	2 Yd Container	\$37.50	\$42.00	12%	
Garbage – Cleaning & Sanitizing	3 Yd Container	\$42.00	\$48.00	14.29%	
Garbage – Cleaning & Sanitizing	4 Yd Container	\$47.00	\$54.00	14.89%	
Garbage – Cleaning & Sanitizing	6 Yd Container	\$57.75	\$66.00	14.29%	
Garbage – Cleaning & Sanitizing	8 Yd Container	\$68.25	\$78.00	14.29%	
Garbage – Cleaning & Sanitizing	15 Yd Container	\$105.25	\$115.00	9.27%	
Garbage – Cleaning & Sanitizing	20 Yd Container	\$131.25	\$141.00	7.43%	
Garbage – Cleaning & Sanitizing	25 Yd Container	\$155.10	\$168.00	8.32%	
Garbage – Cleaning & Sanitizing	30 Yd Container	\$183.00	\$195.00	6.56%	
Garbage – Cleaning & Sanitizing	40 Yd Container	\$232.25	\$250.00	7.64%	
Garbage – Commercial	Delivery Charge/Container	\$30.72	\$32.22	4.88%	
Garbage – Commercial	Delivery Charge/Roll Off	\$51.80	\$54.10	4.44%	
Garbage – Commercial	Make Container Lockable	\$13.05	\$15.05	15.33%	
Garbage – Commercial	Lock Charge	\$22.50	\$25.00	11.11%	
Garbage – Commercial	Special Pickup/Return Fee	\$37.75	\$38.50	1.99%	
Garbage – Commercial	Extra – Bag, Box, Can	\$1.60	\$1.75	9.38%	
Garbage – Commercial	Curb Service – 32 ga. can	\$3.95	\$7.70	94.94%	
Garbage – Commercial	Cart Service – 35 ga. can	\$4.80	\$6.00	25%	
Garbage – Commercial	Cart Service – 64 ga. can	\$9.60	\$10.50	9.38%	
Garbage – Commercial	Cart Service – 96 ga. can	\$14.40	\$15.50	7.64%	
Garbage – Commercial	Additional Cart Service	\$4.25	\$5.00	17.65%	
Garbage – Commercial	Cart Rental	\$2.00	\$2.50	25%	
Garbage – Commercial	Return Trip – Container	\$37.75	\$38.00	.66%	
Garbage – Commercial	Return Trip – Roll Off	\$37.75	\$40.00	5.96%	

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Garbage – Commercial	Fighting Creek Trip Charge	\$112.00	\$120.00	7.14%	
Garbage - Commercial Rent Monthly	1 Yd	\$2.35	\$4.00	70.21%	
Garbage - Commercial Rent Monthly	1.5 Yd	\$3.15	\$5.00	58.73%	
Garbage - Commercial Rent Monthly	2 Yd	\$4.70	\$6.00	27.66%	
Garbage - Commercial Rent Monthly	3 Yd	\$6.25	\$8.00	28%	
Garbage - Commercial Rent Monthly	4 Yd	\$7.80	\$10.00	28.21%	
Garbage - Commercial Rent Monthly	6 Yd	\$12.50	\$14.00	12%	
Garbage - Commercial Rent Monthly	8 Yd	\$15.55	\$17.00	9.32%	
Garbage - Commercial Rent Monthly	15 Yd	\$56.00	\$59.00	5.36%	
Garbage - Commercial Rent Monthly	20 Yd	\$62.20	\$65.00	4.50%	
Garbage - Commercial Rent Monthly	25 Yd	\$70.00	\$72.50	3.58%	
Garbage - Commercial Rent Monthly	30 Yd	\$82.41	\$85.50	3.75%	
Garbage – Compactor Service Monthly	Perm 1.5 Yd	\$77.75	\$80.25	3.21%	
Garbage – Compactor Service Monthly	Perm 3 Yd	\$157.25	\$160.50	2.07%	
Garbage – Compactor Service Monthly	Perm 4 Yd	\$211.50	\$220.00	4.02%	
Garbage – Compactor Service Monthly	Perm 5 Yd	\$260.25	\$272.00	4.51%	
Garbage – Compactor Service Monthly	Perm 6 Yd	\$317.25	\$324.00	2.13%	
Garbage – Compactor Service Monthly	Perm 15 Yd	\$466.55	\$486.00	4.17%	
Garbage – Compactor Service Monthly	Perm 20 Yd	\$622.10	\$642.00	3.20%	
Garbage – Compactor Service Monthly	Perm 25 Yd	\$750.00	\$790.00	5.33%	
Garbage – Compactor Service Monthly	Perm 30 Yd	\$895.80	\$979.00	9.29%	
Garbage – Compactor Service Monthly	Perm 40 Yd	\$1,195.00	\$1,366.00	14.31%	
Garbage – Extra Pick Up	1 Yd	\$5.35	\$6.75	26.17%	
Garbage – Extra Pick Up	1.5 Yd	\$7.40	\$8.50	14.86%	
Garbage – Extra Pick Up	2 Yd	\$9.00	\$10.00	11.11%	
Garbage – Extra Pick Up	3 Yd	\$13.45	\$15.00	11.52%	
Garbage – Extra Pick Up	4 Yd	\$16.05	\$20.00	24.61%	
Garbage – Extra Pick Up	6 Yd	\$21.20	\$25.00	17.92%	
Garbage – Extra Pick Up	8 Yd	\$28.00	\$30.00	7.14%	
Garbage – Extra Pick Up	15 Yd	\$91.60	\$95.00	3.71%	

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Garbage – Extra Pick Up	20 Yd	\$91.60	\$119.00	29.91%	
Garbage – Extra Pick Up	25 Yd	\$115.00	\$125.00	8.70%	
Garbage – Extra Pick Up	30 Yd	\$134.60	\$140.00	4.01%	
Garbage – Extra Service	1 Yd	\$43.10	\$44.00	2.09%	
Garbage – Extra Service	1.5 Yd	\$45.15	\$46.00	1.88%	
Garbage – Extra Service	2 Yd	\$46.75	\$48.00	2.67%	
Garbage – Extra Service	3 Yd	\$51.20	\$52.00	1.56%	
Garbage – Extra Service	4 Yd	\$53.80	\$55.00	2.23%	
Garbage – Extra Service	6 Yd	\$58.95	\$60.00	1.78%	
Garbage – Extra Service	8 Yd	\$65.75	\$67.00	1.90%	
Garbage – Perm Service Monthly	Perm 1 Yd	\$17.50	\$18.50	5.71%	
Garbage – Perm Service Monthly	Perm 1.5 Yd	\$24.90	\$25.90	4.02%	
Garbage – Perm Service Monthly	Perm 2 Yd	\$30.36	\$31.40	3.43%	
Garbage – Perm Service Monthly	Perm 3 Yd	\$45.11	\$46.15	2.31%	
Garbage – Perm Service Monthly	Perm 4 Yrd	\$54.42	\$55.50	1.98%	
Garbage – Perm Service Monthly	Perm 6 Yd	\$76.65	\$77.00	.46%	
Garbage – Perm Service Monthly	Perm 8 Yd	\$93.31	\$94.40	1.17%	
Garbage – Perm Service Monthly	Perm 15 Yd	\$317.50	\$320.00	.79%	
Garbage – Perm Service Monthly	Perm 20 Yd	\$317.50	\$320.00	.79%	
Garbage – Perm Service Monthly	Perm 25 Yd	\$398.15	\$405.00	1.72%	
Garbage – Perm Service Monthly	Perm 30 Yd	\$466.55	\$472.00	1.17	
Garbage - Residential	1 Can Cart = 35 Gal. Cart	\$6.75	\$7.70	14.07%	
Garbage – Residential	2 Can Cart = 64 Gal. Cart	\$7.95	\$8.80	10.69%	
Garbage – Residential	3 Can Cart = 96 Gal. Cart	\$8.85	\$9.60	8.47%	
Garbage – Residential	Duplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$8.85	\$9.60	8.47%	
Garbage – Residential	Duplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$17.50	\$19.20	9.71%	
Garbage – Residential	Duplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$7.95	\$8.80	10.69%	
Garbage – Residential	Duplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$15.90	\$17.60	10.69%	
Garbage – Residential	Duplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.15	\$7.70	7.69%	
Garbage – Residential	Duplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$14.30	\$15.40	7.69%	
Garbage – Residential	Triplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$8.85	\$9.60	8.47%	

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Garbage – Residential	Triplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$17.70	\$19.20	8.47%	
Garbage – Residential	Triplex (3) Can Cart (3) = (3) 96 Gal. Cart	\$26.55	\$28.80	8.47%	
Garbage – Residential	Triplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$7.95	\$8.80	10.69%	
Garbage – Residential	Triplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$15.90	\$17.60	10.69%	
Garbage – Residential	Triplex (2) Can Cart (3) = (3) 64 Gal. Cart	\$23.85	\$26.40	10.69%	
Garbage – Residential	Triplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.15	\$7.70	7.69%	
Garbage – Residential	Triplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$14.30	\$15.40	7.69%	
Garbage – Residential	Triplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$21.45	\$26.40	23.08%	
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.15	\$7.70	\$7.69%	
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$14.30	\$15.40	7.69%	
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$21.45	\$26.40	23.08%	
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 35 Gal. Cart	\$28.60	\$30.80	7.69%	
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 64 Gal. Cart	\$7.95	\$8.80	10.69%	
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 64 Gal. Cart	\$15.90	\$17.60	10.69%	
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 64 Gal. Cart	\$23.85	\$26.40	10.69%	
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 64 Gal. Cart	\$31.80	\$35.20	10.69%	
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 96 Gal. Cart	\$8.85	\$9.60	8.47%	
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 96 Gal. Cart	\$17.70	\$19.20	8.47%	
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 96 Gal. Cart	\$26.55	\$28.80	8.47%	
Garbage – Residential	Fourplex (1) Can Cart (4) – (4) 96 Gal. Cart	\$35.40	\$38.40	8.47%	
Garbage – Residential	Extras	\$1.60			
Garbage – Residential	Additional Cart Service (unscheduled/return trip)	\$4.80			
Garbage – Short Term Service for Residential Customers and for Non- Current Commercial Customers	1 Yd thru 8 Yd Pick-Up	\$35.00	\$37.00	5.71%	
Garbage – Short Term Service for Residential Customers and for Non- Current Commercial Customers	1 Yd thru 8 Yd Rent	\$35.00	\$37.00	5.71%	
Garbage – Short Term Service for Residential Customers and for Non-	1 Yd thru 8 Yd Delivery	\$35.00	\$37.00	5.71%	

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Current Commercial Customers					
Garbage – Temp Service for Current Commercial Customers	Temporary 15 Yd	\$94.50	\$98.00	3.70%	
Garbage – Temp Service for Current Commercial Customers	Temporary 20 Yd	\$118.00	\$122.25	3.60%	
Garbage – Temp Service for Current Commercial Customers	Temporary 25 Yd	\$120.00	\$125.00	4.17%	
Garbage – Temp Service for Current Commercial Customers	Temporary 30 Yd	\$137.50	\$140.00	1.82%	
Garbage – Temporary Container Rental Monthly	1 Yd	\$2.35	\$4.00	70.21%	
Garbage – Temporary Container Rental Monthly	2 Yd	\$4.70	\$6.00	27.66%	
Garbage – Temporary Container Rental Monthly	3 Yd	\$6.25	\$7.50	20%	
Garbage – Temporary Container Rental Monthly	4 Yd	\$7.80	\$9.00	15.38%	
Garbage – Temporary Container Rental Monthly	6 Yd	\$12.50	\$15.00	20%	
Garbage – Temporary Container Rental Monthly	8 Yd	\$15.55	\$18.00	15.76%	
Garbage – Temporary Container Rental Monthly	15 Yd	\$96.00	\$100.00	4.17%	
Garbage – Temporary Container Rental Monthly	20 Yd	\$96.00	\$100.00	4.17%	
Garbage – Temporary Container Rental Monthly	25 Yd	\$96.00	\$100.00	4.17%	
Garbage – Temporary Container Rental Monthly	30 Yd	\$108.00	\$112.00	3.70%	
Human Resources	Police Officer & Firefighter Application Fee	\$10.00	\$20.00	Total average cost per applicant is \$25.00	
Municipal Services	Outdoor Eating Sidewalk Encroachment Permit	\$100.00	\$115.00		
Municipal Services	Parade/Special Events (Low Impact Events)	\$100.00	\$125.00 per day	Clarifies that the fee will be applied for each day of permit	
Municipal Services	Parade/Special Events (Medium Impact Events)	\$200.00	\$250.00 per day	Clarifies that the fee will be applied for each day of permit	
Municipal Services	Parade/Special Events (High Impact Events)	\$500	\$625.00 per day	Clarifies that the fee will be applied for each day of permit	
Parking	Third Street Lot	0 – 2 Hrs Free	0 – 2 Hrs Free		
Parking	Third Street Lot	2 – 3 Hrs \$1.00	2 – 3 Hrs \$3.00		
Parking	Third Street Lot	3 – 4 Hrs \$2.00	3 – 4 Hrs \$4.00		
Parking	Third Street Lot	4 – 5 Hrs \$2.50	4 – 5 Hrs \$5.00		

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
Parking	Third Street Lot	5 – 6 Hrs \$3.00	5 – 6 Hrs \$6.00		
Parking	Third Street Lot	6 – 7 Hrs \$3.50	6 – 7 Hrs \$7.00		
Parking	Third Street Lot	7 – 8 Hrs \$4.00	7 – 8 Hrs \$8.00		
Parking	Third Street Lot	8 – 9 Hrs \$4.50	8 – 9 Hrs \$9.00		
Parking	Third Street Lot	9 – 10 Hrs \$5.00	9 – 10 Hrs \$10.00		
Parking	Third Street Lot		.50 ea. addl hour after 10 Hrs.		
Parking	Third Street Lot – Monthly Parking	\$20.00 \$35.00	\$20.00/5 Day Pass \$35.00/7 Day Pass		
Parking	Third Street Lot – Overnight Parking	\$15.00	\$18.00		
Parking	Event Parking – 4 th of July	\$5.00	\$7.00		
Parking	Event Parking – Holiday Lights Parade	\$3.00	\$5.00		
Parking	Event Parking – Art on the Green	\$5.00	\$7.00		
Parking	Boat Launch – In Idaho	\$4.00	\$5.00		
Parking	Boat Launch – Outside Idaho	\$8.00	\$10.00		
Parking	Boat Launch Seasonal - In Idaho	\$40.00	\$45.00		
Parking	Boat Launch Seasonal – Outside Idaho	\$80.00	\$85.00		
Parking	Independence Point Lot	0 – 1 Hrs – Free	0 – 1 Hrs \$1.00		
Parking	Independence Point Lot	1 – 2 Hrs - \$1.00	1 – 2 Hrs - \$2.00		
Parking	Independence Point Lot	2 – 3 Hrs - \$1.50	2 – 3 Hrs - \$3.00		
Parking	Independence Point Lot	3 – 4 Hrs - \$2.00	3 – 4 Hrs - \$4.00		
Parking	Independence Point Lot	5 – 6 Hrs - \$3.00	5 – 6 Hrs - \$6.00		
Parking	Independence Point Lot	6 – 7 Hrs - \$3.50	6 – 7 Hrs - \$7.00		
Parking	Independence Point Lot	7 – 8 Hrs - \$4.00	7 – 8 Hrs - \$8.00		
Parking	Independence Point Lot	8 – 9 Hrs - \$4.50	8 – 9 Hrs - \$9.00		
Parking	Independence Point Lot	9 – 10 Hrs - \$5.00	9 – 10 Hrs - \$10.00		
Parking	Independence Point Lot		.50 ea. addl hour		
Parking	Museum Parking Lot	0 – 1 Hrs – Free	0 – 2 Hrs - \$1.00		
Parking	Museum Parking Lot	1 – 2 Hrs - \$1.00 .50 ea. addl hr	\$1.00 ea. add'l hour or \$6.00 for 10 Hrs.		
Parking	Memorial Field Parking Lot	0 – 2 Hrs Free	0 – 2 Hrs Free		
Parking	Memorial Field Parking Lot	2 – 3 Hrs \$1.00	2 – 3 Hrs \$3.00		
Parking	Memorial Field Parking Lot	3 – 4 Hrs \$2.00	3 – 4 Hrs \$4.00		
Parking	Memorial Field Parking Lot	4 – 5 Hrs \$2.50	4 – 5 Hrs \$5.00		
Parking	Memorial Field Parking Lot	5 – 6 Hrs \$3.00	5 – 6 Hrs \$6.00		
Parking	Memorial Field Parking Lot	6 – 7 Hrs \$3.50	6 – 7 Hrs \$7.00		
Parking	Memorial Field Parking Lot	7 – 8 Hrs \$4.00	7 – 8 Hrs \$8.00		
Parking	Memorial Field Parking Lot	8 – 9 Hrs \$4.50	8 – 9 Hrs \$9.00		
Parking	Memorial Field Parking Lot	9 – 10 Hrs \$5.00	9 – 10 Hrs \$10.00		
Parking	Memorial Field Parking Lot		.50 ea. addl hour		
Parking	4 th & Coeur d'Alene Parking	Reserved	Reserved		

Dept /Category	Description	Current Fee	Proposed Fee	Add'l Comments	Council Action
	Lot	\$20.00/Mo.	\$20.00/Mo.		
Parking	4 th & Coeur d'Alene Parking Lot (Evenings & Weekends)		0 – 1 Hrs - \$1.00		
Parking	4 th & Coeur d'Alene Parking Lot (Evenings & Weekends)		1 – 2 Hrs - \$2.00		
Parking	4 th & Coeur d'Alene Parking Lot (Evenings & Weekends)		2 – 10 Hrs - \$4.00		
Parks	City Park Bandshell and Amphitheater at Riverstone Rental	\$100.00	\$125.00		
Recreation	Gym Rental Fee	\$12.00/Hr.	\$25.00/Hr.		Amended to \$15.00/hr.
Water	Sidewalk Replacement Fee		\$500.00	Allows Water Department to recover the cost of replacing a sidewalk panel when needed	
Water	Design Locate Fee		\$50.00/Hr.	Covers wages and overhead for locating water facilities when requested for design purposes	

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

MOTION: Motion by Edinger seconded by Bruning that the gym rental fees be raised from \$12.00/hour to \$15.00/hour as recommended by staff. Motion carried with McEvers voting no.

MOTION: Motion by Hassell, seconded by Bruning to approve the remaining recommended fee amendments and direct staff to prepare the appropriate resolution.

COUNCIL COMMENTS: Councilman McEvers does not agree with raising the fees and in particular he would prefer to have the City carry the debt on garbage fees as well as with parking.

Councilman Hassell noted that most of these fee amendments are from enterprise funds and thus need to at least break even or the cost to repair will increase and he believes that these small increases are better than waiting for a large increase later.

Motion carried with McEvers voting no.

PUBLIC HEARING – COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS 2011

ANNUAL ACTION PLAN: Mayor Bloem gave the rules of order for this public hearing. Renata McLeod, Project Coordinator, introduced Nelle Coler from Panhandle Area Council who gave the staff report. Councilman Bruning declared a conflict of interest as he serves on the St. Vincent DePaul Board.

Ms. Coler reported that the City of Coeur d'Alene receives a direct allocation of HUD Community Development Block Grant (CDBG) funds. Each year the City is required to complete an annual

action plan in accordance with the adopted citizen participation plan. She reviewed the proposed budget for the HUD allocated funds contained in the City's 2011 Action Plan.

Ms. Coler noted that on December 30, 2010, the City sent an email notification to approximately 89 community stakeholders, inviting them to public workshop to provide input toward the proposed Plan Year 2011 Action Plan (to be held January 19, 2011). Additionally, an advertisement was published on January 1, 2011 notifying the community of the thirty-day public comment period January 3 – February 3, 2011 and notice of the January 19, 2011, public workshop. There was one citizen present at the January 19 workshop. One survey form was completed and turned in, with no substantial changes requested. One email public comment was submitted questioning why sidewalks were not budgeted this year. An email reply was sent outlining the \$40,000 available from Plan Year 2009 and Plan Year 2010 that will be utilized this spring in a pilot project with our Street Department. Therefore, staff requests that the City Council adopt the attached Plan Year 2011 Action Plan.

Councilman Hassell commented that he cannot believe that staff could not use up all the funds for sidewalk improvements. Ms. Coler noted that the majority of the funds need to go to low to moderate income residents. Councilman Hassell believes that some of the sidewalks are located in front of low to moderate income homes. Mrs. McLeod noted that the Street Department will be doing a pilot project on sidewalks this spring.

Councilman Edinger commented that Evelyn Adams from the Lake City Senior Center had requested funds from the City and asked if there would be any funds available from this account. Mrs. McLeod noted that although the Senior Center wanted just a flat \$5,000 per year donated to them, HUD dollars need to be allocated for a specific project or item that specifically serves low-to-moderate income people. She noted that they are looking at the Meals on Wheels as a possible avenue for providing the Center with HUD funds.

Councilman Kennedy commented that he believes that there was only a certain percentage that could go to public improvements. Ms. Coler noted that, yes, only 15% can go to public service and 80% has to go to low-to-moderate income households. Councilman Kennedy asked if these funds could be used for the Citylink bus system. Ms. Coler noted that all funds expended must be documented and this may be difficult for each rider to provide their income in order to support the free bus rides.

Councilman Hassell asked if there is any help for organizations to complete the HUD forms for assistance. Mr. Coler noted that they provide an annual workshop for any organization to attend to learn how to complete the forms.

Councilman McEvers asked who is low to moderate income. Mr. Coler reported that each year the Federal Government provides an annual report that determines who falls within the low-to-moderate income category. Councilman McEvers noted that since these are Federal dollars, what would happen if the dollars do not come through or if they gave us more, do you still need to allocate the funds with the same percentage. Ms. Coler responded that HUD dictates the specific formulas that the city must follow.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

Motion by Hassell, seconded by Edinger to authorize the CDBG Fund 2011 Annual Action Plan as presented, authorize the CPMP Non-State Grantee Certification, authorize the 424 Certification and request staff to address any additional public comments. **ROLL CALL:** Edinger, Aye; Hassell, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Abstain. Motion carried.

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

The meeting adjourned at 7:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 11-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DESTRUCTION OF ADMINISTRATION TEMPORARY RECORDS; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE ELEVENTH STREET DOCK OWNERS ASSOCIATION; APPROVING CHANGE ORDER NO. 4 WITH CONTRACTORS NORTHWEST FOR WWTP PHASE 5B; APPROVING A HOUSEKEEPING AMENDMENT FOR THE NORTH IDAHO REGIONAL MUTUAL AID AGREEMENT AND APPROVAL OF RIVERSTONE WEST 3RD ADDITION – FINAL PLAT, SUBDIVISION AGREEMENT AND SECURITY APPROVAL

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Approving the Destruction of Administration Temporary Records;
- 2) Approving a Memorandum of Understanding with the Eleventh Street Dock Owners Association;
- 3) Approving Change Order No. 4 with Contractors Northwest for WWTP Phase 5B;
- 4) Approving a Housekeeping Amendment for the North Idaho Regional Mutual Aid Agreement;
- 5) Approval of Riverstone West 3rd Addition – Final Plat, Subdivision Agreement and Security Approval;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the

form attached hereto as Exhibits "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 15th day of February, 2011.

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 GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: 2/15/2011
TO: City Council
FROM: SUSAN WEATHERS, Municipal Services Director
RE: Request for Destruction of Records

DECISION POINT:

Would the City Council approve the destruction of certain public records?

HISTORY:

Pursuant to the Records Retention regulations, the attached list of records is being presented to the Council for authorization for the destruction of such records.

PERFORMANCE ANALYSIS: Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

DECISION POINT: To authorize staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Municipal Services

Type of Record: Temporary

Dates of Records: FROM: 2005-2008

Description of Records:

DRT Agendas, ET Meeting Agendas

Staff Report

Date: February 1, 2011

To: General Services Committee

From: Kenny Gabriel, Fire Chief

Re: Eleventh Street Marina MOU

DECISION POINT: Should the Fire Department and City of Coeur d'Alene enter into an MOU with the 11th street dock owners association for public safety access.

HISTORY: On September 19th, 2006 the City of Coeur d'Alene and the Eleventh Street Dock Owners Association entered into a lease regarding the use of docks and moorage on the Eleventh Street site. Exhibit "A" of that document allows for 100 feet of side tie moorage space for public safety use. The Fire Department does plan on utilizing that space to seasonally moor the Fire Departments Fire Boat. The MOU clarifies requirements and needs for the use of this space. The MOU has been reviewed and approved by our Legal staff.

FINANCIAL ANALYSIS: The use of the space is already part of an agreement with the City and the Eleventh Street Dock Owners Association. Therefore we will not incur any expense for the space. There will be nominal cost for hardware associated with moorage at that site. These costs are budgeted and will be paid for out of the Fire Boat improvement funds.

PERFORMANCE ANALYSIS: Currently we have no other permanent moorage space available. The Eleventh Street location gives us quick access to responses on the lake as well as provides us with an emergency launch site for the boat. The site is also a secured area.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve and enter into an MOU with the Eleventh Street Dock Owners Association.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between **CITY OF COEUR'DALENE ("City")** and **ELEVENTH STREET DOCK OWNERS ASSOCIATION, INC. ("Association")**.

THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE.

The purpose of this MOU is to implement the provision in the Lease Agreement between the City and the Association that allows the City to moor a fire boat, police boat or other publicly owned or publicly used service boat at the Association's marina.

II. STATEMENT OF BACKGROUND INFORMATION.

Pursuant to the Lease Agreement dated September 19, 2006, the Association granted to the City for its sole and unrestricted use one hundred (100) linear feet of mooring space which shall be side dock tying space rather than full boat slips. The purpose and use of said dockage shall be for fire boats, patrol boats or other publicly owned or publicly used service boats, as depicted in Exhibit "A", attached hereto and incorporated herein by reference. The City shall have the right to allow such dockage space for use by the County Sheriff, Coast Guard, Coeur d'Alene Fire Department or any other public law enforcement, firefighting or administrative agency. The dockage space shall not be assignable for use by private individuals. This MOU will further clarify the rights and duties of the parties under this provision of the Lease Agreement.

III. STATEMENT OF RIGHTS AND DUTIES FOR USE OF SIDE DOCK TYING SPACE BY CITY

1. Prior to any use of the Association's property the City shall:
 - a. Discuss the proposed dock use with IDL, and neighboring land owners to park a fire department boat in the designated area and address any objections they might have;
 - b. Talk to some of the Association dock owners on "A" dock before setting the boat location to protect views and vistas as much as possible;
 - c. Consult with the Association's electricians and subcontract with a licensed electrician to tap into the marina's wiring to provide shore power and pay for the use of electrical shore power;
 - d. Provide the Association with a \$1,000,000 letter of self-insurance in lieu of liability insurance;

2. City further agrees to not impair the use of the marina by the Association members and guests and to repair any damage caused to the marina or the Association's Property by the City's use.
3. The Association agrees to:
 - a. Provide sufficient keys for access by authorized fire department personnel;
 - b. Provide for emergency use of the Association's boat ramp.

IV. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

	CITY	ASSOCIATION
KEY CONTACT:	Glenn Lauper CDA FD	Chad Dodson, 208-699-6244 11 th Street Marina
		Nancy Hawkins HOA Administration
STREET ADDRESS:	300 Foster Ave	296 W Sunset Ave Suite 11
CITY/STATE:	Coeur d'Alene, ID 83814	Coeur d'Alene ID 83815
PHONE NUMBER:	208-769-2340	208-765-5600
After Hours Number:	208-659-4256	208-660-5854
FAX NUMBER:	208-769-2343	208-667-7933
EMAIL ADDRESS:	glauper@cdaid.org	rentalpropcda@gmail.com

- V. COMMENCEMENT/EXPIRATION DATE.** This MOU shall be effective as of the date of last signature below, and shall remain in full force and effect throughout the term of the underlying Lease Agreement between the parties, unless extended by mutual written agreement of the parties.
- VI. MODIFICATION.** Modifications of this MOU shall be made by mutual consent of the parties by the issuance of a written addendum executed by each of the parties to this MOU. Any such modification shall be effective as of the date of last signature on the addendum.
- VII. LIABILITY.** Subject to the limits of the Idaho Tort Claims Act, Idaho Constitution or any law, rule or regulation granting immunity to the City, the City shall be solely responsible for any loss, costs, damages or injury caused to third parties or property arising from the actions of the City, or its elected officials, employees, agents, or volunteers, and shall indemnify, hold harmless and defend the Association from any claims, litigation or liability arising from such actions taken pursuant to this MOU.

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, and legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this ____ day of _____, 2011. DATED this ___ day of _____, 2011.

CITY OF COEUR D'ALENE

ELEVENTH STREET MARINA DOCK OWNERS ASSOCIATION, INC.

By: _____
Sandi Bloem, Mayor

By: _____
Its _____, President

ATTEST:

By: _____
Susan Weathers, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 19th day of September, 2006, by and between **ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC.**, an Idaho non-profit corporation, hereinafter referred to as "ASSOCIATION", and the **CITY OF COEUR D'ALENE**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "CITY".

WITNESSETH:

DECLARATIONS

1. LESSEE is a non-profit recreation cooperative corporation organized and existing under and by virtue of the laws of the State of Idaho, having its principal place of business at 1100 East Lakeshore Drive, Coeur d'Alene, Kootenai County, Idaho.
2. LESSEE is engaged in the business of boat moorage and allied undertakings connected with a boat moorage business.
3. LESSEE is the successor in interest to that business, and marina heretofore conducted and operated by Ray Jones, thereafter operated and conducted by R.T. Rankin, subsequently operated by Eugene Compton, subsequently operated by Lafferty Transportation Company, subsequently operated by Coeur d'Alene Marine, Inc., and subsequently operated by Northwest Resorts, Inc.
4. The CITY is the successor in interest of the Idaho Water Company as to those properties and agreements hereinafter referred.
5. In September of 1964, Ray Jones and the Idaho Water Company did contract for the right of the Idaho Water Company to lay, operate, maintain, inspect, repair, replace and reconstruct two water lines across property hereinafter denominated, which at the present time is owned by LESSEE.
6. On the 1st day of September, 1964, the Idaho Water Company did enter into a contract with Ray Jones, granting accesses to Ray Jones across property then owned by the Idaho Water Company for the purpose of granting accesses upon properties owned by the Idaho Water Company to a then described warehouse building, herein in the agreement described as a "repair building."
7. On the 1st day of January, 1960, the Idaho Water Company entered into an agreement with Ray Jones for the purpose of granting the right of egress and ingress and the right to use certain riparian rights of the Idaho Water Company along the shoreline of Lake Coeur d'Alene, as was appurtenant unto that property generally referred to as the East bank of Tubbs Hill.

8. On the 28th day of August, 1969, the Idaho Water Company and Ray Jones did agree that the aforesaid agreements and leases should be extended in effect, in operation, and in right to the 31st day of August, 1979.
9. On the 14th day of May, 1979, the CITY and Coeur d'Alene Marine, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 30th day of August, 1989.
10. On the 30th of August, 1989, the CITY and Northwest Resorts, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 31st day of August, 1991.
11. On the 20th day of August, 1991, the CITY and Northwest Resorts, Inc., did agree that the aforesaid agreement and leases should be extended in effect, in operation and in right to the 30th day of August, 1996.
12. On the 2nd day of May, 1995, the City and Northwest Investment Properties did agree the foresaid lease and agreement should be extended in effect, in operation and in right to the 30th day of August, 2001.
13. On the 17th day of August, 1998, Northwest Investment Properties transferred its interest in this agreement and leases to K.K&T Investments, L.L.C., an Idaho limited liability Company.
14. On the 12th day of November, 1998, K.K&T Investments, L.L.C., transferred its rights under the lease to Eleventh Street Dockowners Association, Inc., an Idaho non-profit corporation and in December of 2000, K.K&T Investments, L.L.C. transferred its ownership interest in the real property that is the subject of those prior agreements to JSBC Development Co., Inc.
15. On the 31st day of August, 2001, the City and the Eleventh Street Dockowners Association, Inc. did agree that the lease and agreement should be extended in effect, in operation and in right until the 30th day of August, 2006.
16. The parties hereto do desire to enter into an agreement, redefining the rights of the parties in contemplation of extension of those relevant contract rights heretofore denominated, as well as modification thereof, upon the hereinafter described terms and conditions, and to consolidate all of said lease arrangements and agreement relating to these parties into this document for the purpose of consolidation thereof; Now, Therefore,

TERMS OF LEASE

FOR AND IN CONSIDERATION of the sum of Five Thousand Eight Hundred Dollars (\$5,800.00) with an annual increase equivalent to the CPI for the Western Region, rent to be paid in advance annually by LESSEE unto the CITY and in consideration of the further mutual grants, agreements, considerations and terms as hereinafter more particularly set forth, the parties do hereby mutually covenant and agree as follows:

1. Term: The term of this agreement shall be for a period of five (5) years commencing on the 31st day of August, 2006 and having a termination at 12:00 midnight on the 30th day of August, 2011.

2. The CITY does grant unto LESSEE, its successors or assigns, the right to maintain movable docks and dock storage and booms fronting or adjacent to the shoreline, describing as follows:

Commencing at a galvanized pipe on the shoreline of Lake Coeur d'Alene, Kootenai County, Idaho, said pipe being 908 feet, more or less, due East of the center of Section 24, Township 50 North, Range 4 West, B.M.; and following the shoreline in a northeasterly direction to a point on the southeast corner of the tract containing 1.58 acres conveyed to the Consumers Company on January 23, 1905, as recorded in Book 9 Deeds at page 623, records of Kootenai County, Idaho;

which use and rights shall be utilized by LESSEE, its successors and assigns, for the purposes of maintaining docks and dock storage and moorage, subject to the following conditions:

- A. Such docks have been largely reconstructed with the consent of the CITY, subsequent to the lease effective August 31, 1989. The docks and proposed floating boom are depicted on the attached Exhibit "A". Such docks and booms shall not be placed in a manner to further restrict the public or CITY's access to the described shoreline.
- B. The CITY does reserve the right at all times to lay, maintain and operate water pipes to the waters of Lake Coeur d'Alene at or near said area, through the entire bay area, and the right to enter into said area for the purpose of maintaining, replacing and repairing the same.

- C. LESSEE, its successors or assigns, at all times shall conduct its operation so as not to damage, injure or interfere with the intake water lines of the CITY from the waters of Lake Coeur d'Alene.
 - D. LESSEE agrees to notify the CITY in writing at least thirty (30) days prior to any alteration of the breakwater.
 - E. In the maintenance of those catwalks, boat slips, docks or boom slips, LESSEE does covenant and agree that it shall not maintain them in such close proximity to the land and shoreline of the above described property so as to prevent boat access to the area by the CITY for the purpose of maintaining, installing and reinstalling its intake water lines.
 - F. In consideration of those grants by the CITY unto LESSEE, its successors and assigns, LESSEE, for and on behalf of itself and its successors and assigns, expressly covenants and agrees that it shall indemnify and hold harmless the CITY against any and all actions, claims and damages, including costs, attorney fees and expenses of whatsoever kind or character, including third party claims arising from the use of that license and/or licenses granted by the CITY to LESSEE. LESSEE does covenant and agree that they shall cause the CITY to be endorsed upon its existing liability coverages as an additionally named insured, which insurance shall carry limits of not less than One Million Dollars (\$1,000,000 to thereby protect the city from any claim of any person arising out of or by virtue of the maintenance of the moorage operation upon the riparian water of that property hereinbefore described owned by the CITY.
 - G. LESSEE will repair any damage to turbidity water lines belonging to the CITY that are in the area of the lease and the Marina associated with this lease.
3. LESSEE shall remove debris from along the Tubbs Hill shoreline within ten (10) days of written notice from the CITY and shall agree to pay for any such removal occurring after the ten (10) day notice period.
4. The number of boat slips including side tie docking space shall be limited to one hundred and thirteen (113).
5. LESSEE shall not park boat trailers nor shall it allow its lessees to do so on streets except when actively loading or unloading boats.
6. LESSEE shall provide to the CITY for its sole and unrestricted use one hundred (100) linear feet of mooring space which shall be side dock tying space rather than full boat slips. The purpose and use of said dockage shall be for fire boats, patrol boats or other publicly owned or publicly used service boats, as depicted in Exhibit "A", attached hereto and incorporated herein by reference. The City shall have the right to allow such dockage space for use by the

County Sheriff, Coast Guard, Coeur d'Alene Fire Department or any other public law enforcement, firefighting or administrative agency. The dockage space shall not be assignable for use by private individuals.

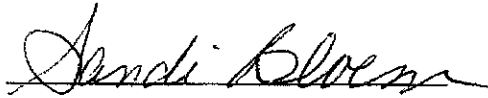
7. Lessee shall provide to the public the following amenities for the benefit of the public:
 - A. Sanitary Pump Station to service boats on Lake Coeur d'Alene as depicted in Exhibit "A", attached hereto and incorporated herein by reference.
 - B. The placement of a floating boom, as depicted in Exhibit "A" attached hereto and incorporated herein by reference, to protect the use of the beach area immediately adjacent to the "old pump house" at the Tubbs Hill east entrance, and the policing and maintenance of the shore line and waters within the interior of the boom and the existing docks.
 - C. The attachment of Exhibit "A" and its incorporation into this lease by reference is for the sole purpose of depicting the location of the public amenities set out in Paragraphs 6 and 7 and for no other purpose.
8. Upon the commencement of the term of this agreement, LESSEE shall pay in cash to the CITY the sum of Five Thousand Eight Hundred Dollars (\$5,800.00). A like sum shall be paid to the CITY on August 31 of each year through the duration of the lease. However, the parties agree that rental shall be adjusted annually by an increase equivalent to the CPI for the Western Region for the first five (5) years.
9. Prior to the execution of this lease, LESSEE shall file with the CITY, in a form acceptable to the CITY, certificates showing that the insurance requirements herein set forth have been placed in force and effect.
10. Lessee shall maintain a valid State of Idaho encroachment permit for any encroachment within the City's littoral rights which are leased herein.
11. Association shall not assign its obligation or rights under this lease to a third party without written approval from the CITY.
12. This agreement shall be binding upon the parties heretofore the term herein stated and in accordance with and pursuant to the terms and conditions hereof and shall inure to the benefit of the successors and assigns of the parties hereto.


13. At the term end of this agreement, the City agrees to negotiate in good faith with the Lessee, its successors and assigns, for one (1) additional five (5) year term upon such terms as the parties may mutually agree.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.


LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
ELEVENTH STREET DOCKOWNERS
ASSOCIATION INC.


Sandi Bloem, Mayor

By: 
Its: President of 11th St. Dockowners Association.

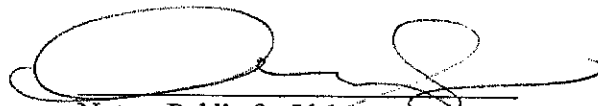
ATTEST:

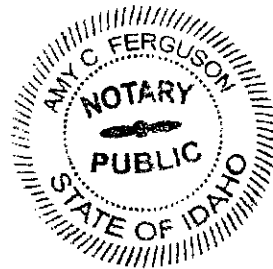

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 27th day of September, 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.

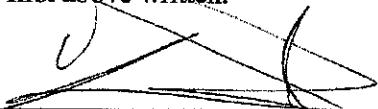

Notary Public for Idaho
Residing at Post Falls
My Commission expires: 12-6-09

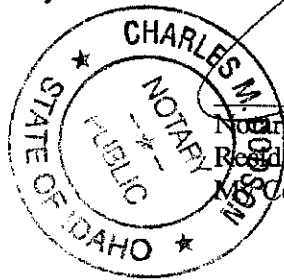


STATE OF IDAHO)
) ss.
County of Kootenai)

On this 26th day of ~~September~~ ^{August}, 2006, before me, a Notary Public, personally appeared Peter J. Anderson of the **Eleventh Street Dockowners Association, Inc.**, who subscribed said limited non-profit corporation name to the foregoing instrument, and acknowledged to me that Eleventh Street Dockowners Association, Inc., 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: 2/20/10



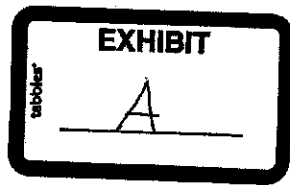
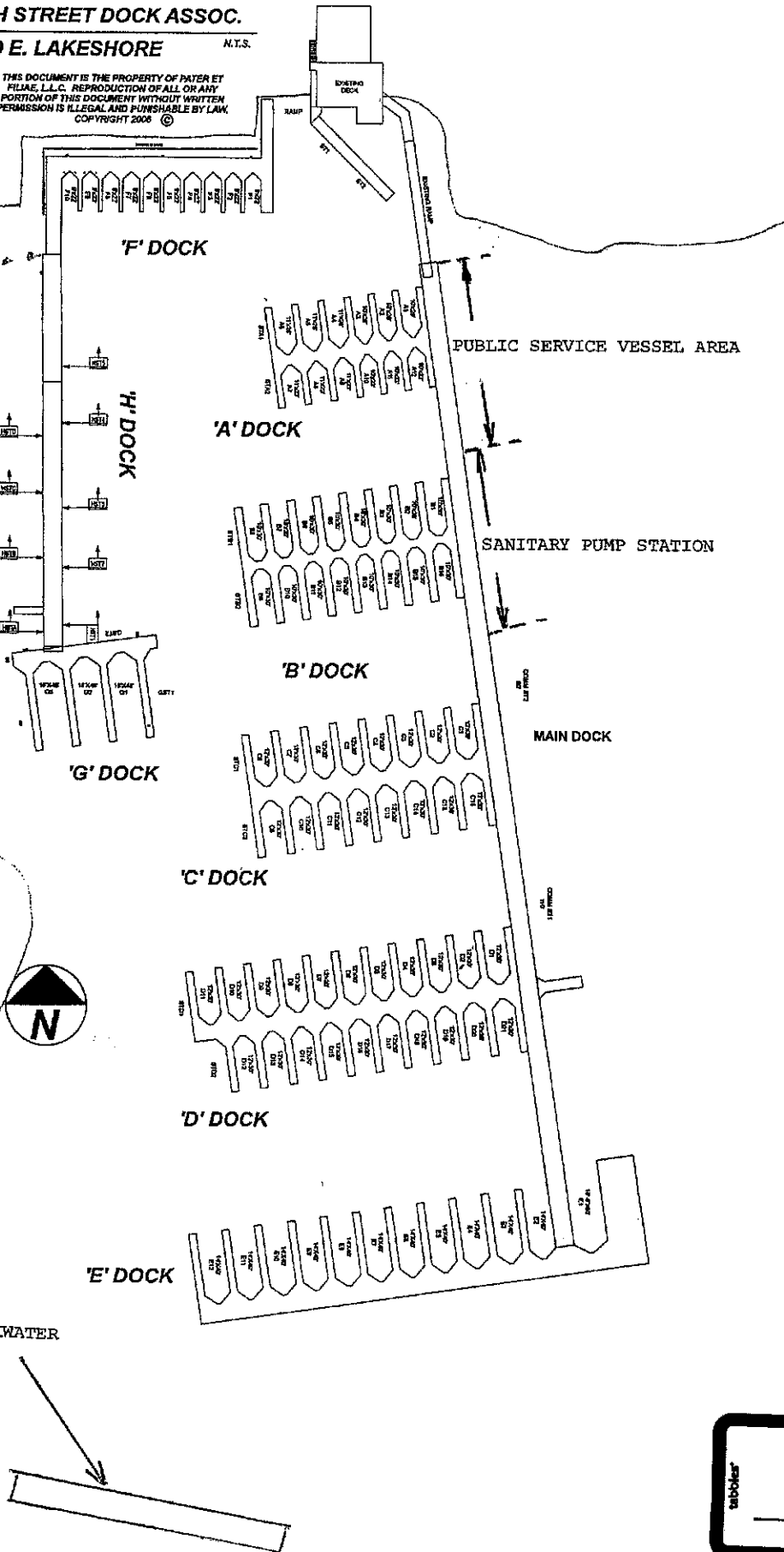
11TH STREET DOCK ASSOC.
1100 E. LAKESHORE N.Y.S.

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ROPE BOUY

APPROXIMATE
SHORELINE

BREAKWATER



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2006

PRODUCER (208) 667-9406 FAX (208) 664-6707

Harris - Dean Insurance
703 Lakeside Avenue
P. O. Box 430

Coeur d'Alene ID 83816-0430

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Eleventh Street Dockowners Association Inc
Attn Charlie Dodson
P O Box 1674
Coeur d Alene ID 83816

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Western Maritime Ins

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	WGP0000398	11/20/2005	11/20/2006	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Evidence of Insurance

CERTIFICATE HOLDER

CITY OF COEUR D ALENE
Attn: Wendy Hague
710 MULLAN
COEUR D ALENE, ID 83814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
C Steinley/KARLA

Car Steinley

ACORD 25 (2001/08)

INS025 (0108).06 AMS

VMP Mortgage Solutions, Inc. (800)327-0545

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Page 1 of 2

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 7, 2011
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: Change Order #4 for Contractors Northwest for WWTP Phase 5B

DECISION POINT:

The City Council is requested to approve Change Order #4, for an increased cost of \$105,280 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$10,929,835.

HISTORY:

Construction of the Phase 5B project improvements is approximately 60 percent complete. Phase 5B includes an administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building. The construction contract includes a milestone requirement for early completion of the admin/lab building and the collection division garage.

Change Order #4 includes several changes to the plans and specifications that were made by project consultant, HDR Engineering, to address unanticipated site conditions and to provide solutions to issues encountered during construction. Additionally, the change order addresses two significant issues that the general contractor, Contractors Northwest, claims should result in additional reimbursement and time extension. Descriptions of the change items are included in the attached letter from HDR Engineering.

The eight items of the change order include:

- one item that replaced a section of old pipe that was not shown accurately on the plant's record drawings,
- two items that reduced project costs for reduction of two paint coating areas,
- two items that added materials that are necessary to assure long-term functionality of the hot water heating system and flooring,
- one no-cost item to address EPA's interest for clarifying specifications for Davis-Bacon wage requirements,
- one item to reimburse the contractor for additional documentation necessary to certify that all project components are made in the USA, and
- one item to provide time extension for the contractor to complete the admin/lab building and the garage.

HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

FINANCIAL ANALYSIS:Phase 5B Construction Costs

Building Permits	82,948
Equipment Prepurchase	125,000
Archeological Monitoring	7,486
Construction Engineering and Inspection	1,999,478
Construction Bid	10,632,100
Construction Change Order #1	48,801
Construction Change Order #2	78,850
Construction Change Order #3	64,804
<u>Construction Change Order #4 (new)</u>	<u>105,280</u>
Total Phase 5B construction project cost	13,144,747

Assumed Project Contingency 631,579 (5% of Construction and Engineering)

-Engineer's original Construction Contract Cost Estimate	12,500,000 (-5% to +10%)
-Current Construction Contract Amount	10,929,835
-Current construction cost increases	297,735
-Current change order percentage	2.8%

Funding: Construction of Phase 5B is a two year project partially funded by a \$12M loan from DEQ at an annual interest rate of 0.5% repayable over a 20 year period, and partially funded by approximately \$1,500,000 cash reserves in the City's Wastewater Fund. The City budget for the first year in FY 09/10 was \$8,514,436. The current FY 10/11 City budget for the second year is \$7,500,000.

DISCUSSION:

The project is quite complex, involving seven different structures and associated building permits, a combination of heavy industrial construction and architectural commercial building construction, and loan funding mandates for use of only American made materials, payment of Davis-Bacon prevailing wages, and unprecedented documentation and reporting. The change orders to date are within reason (2.8%) and the project team continues to work together to identify and quickly resolve issues on the project site that were not anticipated in the original plans and specifications. Although this latest change order includes a time extension for a portion of the project, along with customary changes to the details of construction; the project overall is on schedule and the cost is \$2,000,000 less than the originally anticipated cost for the project.

DECISION POINT/RECOMMENDATION:

The City Council is requested to approve Change Order #4, for an increased cost of \$105,280 to the City's agreement with Contractors Northwest, Inc., for a total construction contract amount of \$10,929,835.

Attachment

c. Katy Baker

IDEQ, Cd'A

des1432

00..134317/3.09.04/CO#4

February 3, 2011

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

**RE: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements
Change Order No. 4 for Contractors Northwest, Inc. (CNI)**

Dear Mr. Shults:

Please find attached, for your review and approval, the recommended Change Order No. 4 for the above referenced project.

Summary

The total for the recommended Change Proposal Requests included in Change Order No. 4 is \$83,650.00 for project change items. Additionally, the total for claims resolution is \$21,630.00 for the ARRA Administration claim. This results in a contract price increase of \$105,280.00 to the previous contract price of \$10,824,555.00, resulting in a revised contract price of \$10,929,835.00.

The original contract duration for Substantial Completion of Bid Items No. 2 and No. 3, as described in the Agreement, will be extended by forty-five (45) calendar-days to a total of 410 calendar-days with this change order. This time extension is for the resolution of the Time Extension claim.

It should be noted that \$54,659.00 of Additional Work Bid Item No. 8 - Additional Electrical and Instrumentation Work currently remains and will be deducted from the contract price should it remain at the end of the project.

Change Proposal Requests

This Change Order No. 4 incorporates the Change Proposal Requests (CPRs) attached to this letter of transmittal and are summarized below:

CPR No. 038 – Thickened Primary Sludge Pipe Replacement. This Change Proposal Request involves providing the necessary materials, labor and equipment to replace and relocate the existing section of thickened primary sludge piping that was discovered to be

constructed previously with piping materials that are typically only used for temporary installations. In addition, the existing piping was not located or routed as shown on the record drawings. The Contractor spent significant time and effort to locate the existing piping for a necessary connection and to determine a new routing with the City and HDR. The pipe material was changed from polyvinyl chloride (PVC) to glass-lined ductile iron to match the piping standard established throughout the plant. This change item was an additional cost of \$7,671.00. A change to the contract duration was not required for this change item.

CPR No. 056 – Administration Laboratory Coatings System Credit. This Change Proposal Request involves providing the necessary materials, labor and equipment to change the interior gypsum board coating system from a high performance industrial coating system to a standard architectural paint system. It was determined the standard architectural system would provide the needed paint performance for this area and be more cost effective. This change item was a *credit* of <\$3,457.00>. A change to the contract duration was not required for this change item.

CPR No. 058 – Electrical Conduit Coatings Credit. This Change Proposal Request involves eliminating the paint coatings for the exposed electrical conduit originally specified for paint coating. It was determined that the exposed galvanized surfaces of the electrical conduit do not need a paint coating for corrosion protection, and painting them would add an unwanted need for future maintenance of the painted surfaces. This change item was a *credit* of <\$1,060.00>. A change to the contract duration was not required for this change item.

CPR No. 075B – Hot Water System Improvements. This Change Proposal Request involves providing the necessary materials, labor and equipment to modify the above ground hot water supply and return piping from chemical resistant polyvinyl chloride (CPVC) plastic to black iron steel piping with grooved couplings. During the design process, the City expressed concern with the use of a steel piping system. They had previously experienced premature corrosion and fouling of steel pipe systems and a CPVC system was planned in the design.

After further review of the CPVC piping system with the mechanical contractor (Air Tech Mechanical), HDR and City staff concluded that the entire hot water supply and return piping system should be changed to the more conventional black iron steel system with the proper water chemistry treatment system. The project team determined that the steel piping system, with water chemistry control, would provide a longer life system with an anticipated lower life cycle cost that is also more effectively insulated, supported and more capable at adapting to the extreme thermal expansion and contraction conditions expected.

The project team believes that the steel system is a more prudent piping system to be used, even though black steel piping is more costly than CPVC. The black steel piping will provide the City with better system longevity, reduce the risk of catastrophic failures that would result in damage to building interiors, and most importantly provide for greater operator safety. To address corrosion and fouling issues similar to what was experienced by City staff on previous steel piping systems, this change item also includes installation of a

water chemistry treatment system including a chemical feed pot, expansion tank and initial system startup chemical treatment of the system recirculation water.

This change item was an additional cost of \$75,830.00. Although the contractor noted a time extension on the signed CPR, the requested time extension is being provided as a part of the Time Extension Claim discussed below. As such, a change to the contract duration was not included with this change item.

CPR No. 089B – Administration Laboratory and Collections Maintenance Garage Floor Coating Improvements. This Change Proposal Request involves providing the necessary materials, labor and equipment to modify several floor areas within the Administration/Laboratory and Collections Maintenance Garage Buildings to provide for both improved longevity and better maintenance and performance of the flooring systems. The original project design included sealed concrete floors for the Reception Area, Lobby areas and north Stairwell in the Administration/Laboratory Building and Lunch room, SCADA room, Office and Corridor in the Collections Maintenance Garage. After discussing the flooring plan with the Contractor's flooring expert, it was determined that a floor hardener would provide greater longevity of the floor finish and would be easier to maintain than the original sealant specified. This additive cost of this change item is associated with the installation of this moderately more expensive concrete hardener and dye. The Sample Receiving room of the Administration/Laboratory Building had been originally planned to include resilient sheet vinyl flooring. Similar to the areas noted above, it was determined that a concrete floor hardener and dye flooring system would be installed in this area at a lower project cost than the specified sheet vinyl.

The Laboratory Work Area of the Administration/Laboratory Building was originally specified to receive resilient sheet vinyl flooring. Although this type of flooring system is commonly used in laboratories, the Wastewater staff felt that the specified flooring material has a shorter wear life and lower chemical resistance than desired for the active laboratory facility supporting the treatment plant. HDR and the City determined that installation of a liquid epoxy terrazzo flooring system with paint chips would provide the chemical resistance, ease of long-term maintenance, ease of spot repair, avoidance of installation seams and overall long-term service for the facility desired at an equivalent cost to the originally specified sheet vinyl flooring.

This change item was an additional cost of \$4,666.00. A change to the contract duration was not required for this change item.

CPR No. 092 – Davis Bacon Wage Rates Specification Clarification. This Change Proposal Request involves a contract housekeeping measure requested by the Idaho Department of Environmental Quality (IDEQ). IDEQ has requested that the City incorporate specific Federal regulation clauses regarding Davis Bacon Wage Rate Provisions to the existing contract with the City's contractor CNI. IDEQ underwent an audit by Region 10 USEPA on their ARRA project administration and learned that specific contract language, necessary by the ARRA and SRF program, should be included on all ARRA projects. Although this contract language was not included in the bid package, the requirements of

Davis Bacon were still included in the City's bid requirements by reference; therefore, this change item was provided at no additional cost to the project. A change to the contract duration was not required by this change item.

Claims

This Change Order also incorporates claims filed by Contractors Northwest, Inc., and are summarized below:

ARRA Administration Claim. This Claim Item is associated with the Contractor's administration of the American Reinvestment and Recovery Act (ARRA) documentation and Buy American requirements of the Contract. The project bid documents, and subsequent Contract between CNI and the City, included ARRA and Buy American compliance requirements for the Contractor. However, following the project bid, funding agencies distributed additional clarifications on the minimum documentation requirements of the Buy American clause associated with ARRA. Based upon HDR's experience in working with the Contractor to clarify the requirements and gather the necessary detail, more time was required for processing the ARRA documentation. The contractor had originally requested additional project superintendence time for this change item also, but eliminated that request in the interest of cooperation and resolving the claim. We believe the amount of additional contractor project coordinator time presented in this change item is an amount justifiable for the work effort that was above what could have been assumed at bid time. This change items does not require or include any additional time associated with engineering administration of the ARRA documentation effort.

This change item was an additional cost of \$21,630.00 to the project, and includes the cost for approximately 300 additional project coordinator manhours to complete the added ARRA documentation. A change to the contract duration, directly attributable to delays in materials procurement as a result of the ARRA certification process, was addressed in the CNI time extension claim noted below.

Time Extension Claim. This Claim Item includes a no cost request by the Contractor to extend the interim milestone for completion of the Administration/Laboratory and Collections Maintenance Garage Buildings (Bid Items No. 2 and No. 3 of the Contract). CNI has requested 45 additional calendar-days for completion of the subject facilities. The requested time for these facilities does not extend the original Substantial Completion date of the entire Phase 5B Project, nor does it extend the project Final Completion date. Because the time extension requested does not change the dates for completion of the overall project, the City and CNI have agreed that additional project overhead, general conditions and consequential damages would not be involved with this change item.

CNI's justification for the extended period of time is presented in their attached letter dated February 1, 2011. HDR and the City staff are in agreement that additional time is warranted for the changes made to the project. The time extension still provides approximately three weeks for the Wastewater Department staff to move out of their current location before their

Mr. Dave Shults

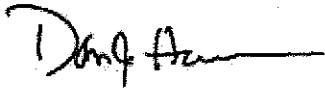
Page 5

current lease expires. Engineering administration services time is not affected by this change item.

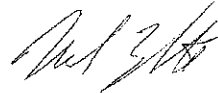
This Claim Item provides a time extension of 45 calendar-days to the interim milestone date for Substantial Completion of Bid Items No. 2 and No. 3. The revised time for Substantial Completion for Bid Items No. 2 and No. 3 is now 410 calendar-days as a result of this Change Order.

Please contact either of us if you require additional explanation or information.

Sincerely,
HDR ENGINEERING, INC.



Dan J. Harmon, P.E
Project Manager



Michael Zeltner, P.E
Project Engineer

- c. David Keil/Dave Thompson, HDR Engineering, Inc.
Don McIntosh, Contractors Northwest, Inc.

Enclosures. Change Order No. 4 w/ associated CPRs



CHANGE ORDER NO. 4

OWNER: City of Coeur d'Alene, ID

DATE: February 3, 2011

CONTRACTOR: Contractors Northwest, Inc.

HDR PROJECT NO.: 134317

PROJECT: City of Coeur d'Alene Wastewater Treatment Plant
Phase 5B Solids Processing Improvements

CONTRACT DATE: January 19, 2010

CONTRACT PERIOD: September 21, 2010 to February 3, 2011

It is agreed to modify the Contract referred to above as follows:

Provide all materials, labor and equipment necessary for the work outlined in the CPRs listed in the table below. CPRs, including back-up documentation, are attached to this Change Order.

CPR	Description	Time Extension (Calendar Days)	Cost
038	Thickened Sludge Line Replacement	0	\$7,671.00
056	Administration Laboratory Building Interior Coatings Credit	0	(\$3,457.00)
058	Electrical Conduit Coatings Credit	0	(\$1,060.00)
075B	Hot Water System Improvements	0	\$75,830.00
089B	Administration Laboratory Building and Collections Maintenance Garage Floor Coating Improvements	0	\$4,666.00
092	Davis Bacon Wage Rates Specification Clarification	0	\$0.00
Change Proposal Requests Total Amounts		0	\$83,650.00

Increase contract price and time for the claims outlined in the table below. Claim letters and correspondence are attached to this Change Order.

Description	Time Extension (Calendar Days)	Cost
ARRA Administration Claim	0	\$21,630.00
Time Extension for Bid Item Nos. 2 and 3	45	\$0.00
Claim Total Amounts	45	\$21,630.00

CHANGE ORDER SUMMARY

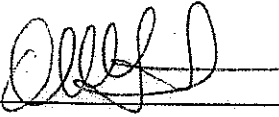
Contract Price:

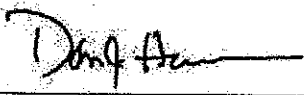
Contract Price prior to this Change Order	\$10,824,555.00
Net Increase/Decrease of this Change Order	\$105,280.00
Revised Contract Price with all Approved Change Orders	\$10,929,835.00

Contract Time:

	Substantial Completion of Bid Item Nos. 2 and 3	Substantial Completion of All Work	Final Completion of All Work
Contract Time Prior to this Change Order	365 Calendar Days	550 Calendar Days	590 Calendar Days
Net increase of this Change Order	45 Calendar Days	0	0
Revised Contract Time With All Approved Change Orders	410 Calendar Days	550 Calendar Days	590 Calendar Days

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: 2/3/11

Approved for HDR Engineering, Inc. By:  Date: February 3, 2011

Approved for Owner By: _____ Date: _____

Distribution: Owner, Contractor, Office, Field, File.

GENERAL SERVICES COMMITTEE

Date: 2-9-2011
From: Jim Washko, Deputy Chief
Re: North Idaho Regional Mutual Aid agreement

DECISION POINT:

To accept the revisions to section 9 of the existing MOU for possible reimbursement of services when called to a major emergency response lasting more than 24 hours.

HISTORY:

Our existing agreement has no provision for reimbursement as noted in section 9 of the existing document. A county wide meeting was held to discuss funding and reimbursement of major incidents in our county or state. The conclusion was that the existing MOU needed to have some revisions to follow the rules set forth by the Idaho Department of Lands.

FINANCIAL ANALYSIS:

This will allow us to submit for reimbursement for wages and equipment on a major incident that may last more than 24 hours. Reimbursement may be dependant on the effected jurisdiction receiving a state disaster declaration from the Governor.

PERFORMANCE ANALYSIS:

Having this agreement signed allows us to provide and receive mutual aid from all fire departments in our county along with IDL and fire departments outside of our county. This is a long standing agreement that we have been apart of and would like it to continue. The changes were discussed and agreed upon by all agencies involved.

QUALITY OF LIFE ANALYSIS:

Quality of life could be affected in a positive manner by us having the ability to recover cost that would otherwise have to be absorbed the local citizens tax dollars.

DECISION POINT/RECOMMENDATION:

It is recommended by the Fire Department that this revision to the existing MOU be approved and signed as written.

North Idaho Regional Mutual Aid Agreement

This Agreement is entered into by and between various emergency response agencies (see signature page addendum) for the purpose of receiving and rendering mutual aid assistance during the initial response phase of an emergency.

Whereas each party maintains emergency service equipment, trained personnel and/or other resources for emergency responses; and

Whereas in the event of a major emergency, a party may need to request one or more other parties to provide assistance; and

Whereas each party's geographical location makes it capable of rendering effective mutual aid to each of the other parties,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definition of Initial Phase

The initial phase of an incident is the period during which response is initiated and control or mitigation of the emergency occurs until management of the incident can be turned over to an agency that has the full resources available to manage the incident. Each party to this Agreement understands the initial phase is generally short term and any assisting party will be returned to its own protection area as soon as possible unless another agreement or contract is in force.

2. Request for Assistance

- (a) A request for assistance shall only be made by the officer in charge of the emergency (incident commander) or his or her designee, and shall be directed to the commanding officer of a responding party.
- (b) A request for assistance shall specify the amount and type of equipment and number of personnel requested, and where to dispatch the equipment and personnel.
- (c) An automatic request for assistance may be established in advance and placed on file with the appropriate dispatch center along with protocols for usage.
- (d) A request for assistance shall be made to the nearest party with adequate equipment and personnel appropriate for response. A move-up procedure as defined by the responding party's Standard Operating Procedures shall be used to provide protection to areas vacated by a response to a call for assistance.

3. Response to Request

Upon receipt of an assistance request, the responding party's commanding officer shall:

- (a) Determine if and how much adequate equipment and personnel are available, the requested response time, and advise the requesting party accordingly.
- (b) Dispatch available personnel and equipment to the emergency, providing proper operating instructions for the equipment

- (c) As rendering assistance under this Agreement is not mandatory, the commanding officer shall immediately inform the requesting party if assistance cannot be rendered.

4. Status of Equipment and Personnel

- (a) All equipment used by any responding party in carrying out this Agreement, shall at the time of action, remain in the responding party's possession and control, and any persons operating the equipment must be authorized to do so by the officer in charge for the responding party. .
- (b) All personnel of a responding party shall remain at all times the employees and/or volunteers of that responding party.

5. Command Responsibility

The incident commander shall be in command of the incident and a responding party's equipment and personnel shall be under the immediate supervision of the officer in charge of those responding units.

6. Termination of Service

- (a) The incident commander shall release the responding party's equipment and personnel when, in his or her best judgment, it is no longer needed, or when a responding party determines that its equipment and personnel are needed back in the responding party's service area.
- (b) A responding party's equipment and personnel may be transferred pursuant to another contractual agreement, the terms of which will be in force upon transfer.

7. Liability and Claims

- (a) Each party shall be responsible for its equipment and personnel used in providing assistance pursuant to this Agreement. Each party waives all claims against any other party for loss, damage, personal injury, or death occurring during performance under this Agreement, that the waiving party, or its employees or volunteers, suffered solely as a result of the waiving party's own negligence or other wrongful acts or omissions, or those of its employees while acting within the course and scope of their employment.

- (b) Each party shall be liable for damages caused to third parties during the performance of this Agreement that arise out of its own negligence or other wrongful acts or omissions, or from its employees while acting within the course and scope of their employment. Each party agrees to indemnify, defend and hold harmless the other parties, and their employees, volunteers, and officials, against any and all claims of every kind and nature, including but not limited to costs, expenses, loss, damages, and attorney's fees and costs, that are brought by third parties solely as a result of the negligence or other wrongful acts or omissions of the party (indemnitor), or from its employees while acting within the course and scope of their employment.

8. Insurance

Each party shall maintain adequate insurance coverage for its equipment and personnel.

9. Compensation and Reimbursement

- (a) Each party agrees that its response for services rendered shall not be reimbursable for any period in which the responding agency is onsite for less than twenty-four (24) hours.
- (b) Responses by an agency at the request of another involving the responding agency's participation for any period over twenty-four (24) hours may be subject to compensation by the requesting agency in reasonable amounts for the period exceeding twenty-four (24) hours. Such compensation may include reimbursement for equipment, manpower and other expenses commonly incurred.
- (c) Responses to incidents such as wild land fires or to assist federal or state agencies shall be compensable only by the state or federal agency whether requested by that agency or any other.
- (d) Each party agrees that it may request reimbursement compensation for services rendered under this Agreement from any other party to this Agreement, such reimbursement will be at the discretion of the party receiving aid.

10. Pre-Emergency Planning

The parties through their commanding officers shall, from time to time, establish pre-emergency plans that identify potential problem areas and the type of equipment and number of personnel that will be needed in those areas under various circumstances. The pre-emergency plans shall consider and insure proper protection of a responding party's own protection area while performing under this Agreement.

11. Non-Exclusive Agreement

The parties to this Agreement may enter into similar agreements or first response agreements with other entities.

12. Duration and Termination

This Agreement shall become effective upon the date of subscription hereto, and shall remain in full force and effect. Any party may terminate participation in this Agreement by providing written notice to each of the other parties to this Agreement not less than

ninety (90) days before termination. Termination of one party does not affect the validity of this Agreement between the remaining parties.

13. Binding Agreement

This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties. This Agreement contains the entire and complete Agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions, oral or written, except as stated herein. This Agreement is the final agreement of the parties and supersedes all prior agreements, understandings, representations, warranties and conditions between the parties relating to its subject matter.

14. Invalidity

If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law.

15. Comprehension

The parties hereto further mutually covenant, agree and represent, that the terms of this agreement have been completely read by them and are fully understood and voluntarily accepted by them.

16. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

North Idaho Regional Mutual Aid Agreement
Signature Page Addendum

Kootenai County Fire & Rescue

Authorized signature

Title

Date

Coeur d'Alene Fire Department

Authorized signature

Title

Date

Hauser Lake Fire Protection District

Authorized signature

Title

Date

Mica-Kidd Island Fire Protection District

Authorized signature

Title

Date

Spirit Lake Fire Protection District

Authorized signature

Title

Date

Eastside Fire District

Authorized signature

Title

Date

Northern Lakes Fire Protection District

Authorized signature

Title

Date

Worley Fire District

Authorized signature

Title

Date

Revised 9/14/10

Timberlake Fire District

Authorized signature

Title

Date

Sagle Fire District

Authorized signature

Title

Date

Sandpoint Fire Department

Authorized signature

Title

Date

Shoshone County Fire District 1

Authorized signature

Title

Date

St. Maries Fire Department

Authorized signature

Title

Date


Shoshone County Fire District 2

Authorized signature

Title

Date

**CITY COUNCIL
STAFF REPORT**

DATE: February 15, 2011
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Riverstone West 3rd Addition: Final Plat, Subdivision Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. Council approval of the subdivision agreement and security.
2. Council approval of the final plat document, an eleven (11) lot commercial development

HISTORY

- a. Applicant: John Stone
Riverstone West, LLC
111 N. Post Street
Suite 200
Spokane, WA 99201
- b. Location: John Loop Road, West of Riverstone Drive.
- c. Previous Action:
 - Preliminary Plat Approval by CdA Planning Commission, October 2010

FINANCIAL ANALYSIS

The developer is electing to provide bonding in lieu of the installation of the infrastructure in order to obtain final plat approval. A subdivision agreement and security in the amount of \$675,937.34 is being provided to secure the infrastructure installation.

PERFORMANCE ANALYSIS

The developer has agreed to have the infrastructure installed by July 1, 2011 per the signed agreement. The finalization of the plat will allow for the sale of lots to occur, however, no building permits will be allowed for review or issuance until the infrastructure has been installed in the development.

DECISION POINT RECOMMENDATION

1. Approve the subdivision agreement and security.
2. Approve the final plat document for recordation.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this 9th day of February, 2011, between Riverstone West, LLC, whose address is 111 N. Post Street, Suite 200, Spokane, WA, 99201, with John Stone as Member, 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 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Riverstone West 3rd Addition subdivision, an eleven (11) lot commercial development in Coeur d'Alene, situated in the Northeast ¼ of Section 10, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: +/- 1700 lineal feet of water main line and appurtenances, +/- 1400 lineal feet of sanitary sewer main line and appurtenances, dog house sanitary manhole, fire hydrant installation, concrete curb and gutter, concrete sidewalk, structural fill placement, stormwater drainage facilities and appurtenances, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), utility trenching, and interior lot corner monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, **on or before the 1st day of July, 2011**. Said improvements are more particularly described on the submitted estimate dated February 7, 2011 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Improvement Plans, John Loop Road Extension II, Riverstone West Third Addition, Coeur d'Alene, Idaho", dated January 21, 2011, completed by Keltic Engineering, Inc, signed and stamped by Eric Hasenoehrl, PE # 6064, whose address is 315 Adams Lane, Lewiston, ID 83501, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Six Hundred Seventy Five Thousand Nine Hundred Thirty Seven and 34/100 (**\$675,937.34**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be

responsible for any costs that exceed the posted security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. 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 seals the day and year first above written.

CITY OF COEUR D'ALENE

RIVERSTONE WEST, LLC

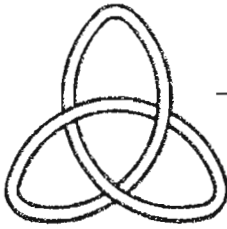
Sandi Bloem, Mayor



John Stone, Member

ATTEST:

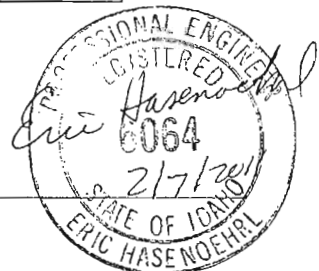
Susan K. Weathers, City Clerk



KELTIC ENGINEERING, INC.

315 Adams Lane ♦ Lewiston, Idaho 83501 ♦ (208) 743-2135 ♦ (208) 743-2136 fax
 1621 N. 3rd Street, Suite 500 ♦ Coeur d'Alene, Idaho 83814 ♦ (208) 664-4836 ♦ (208) 664-4893 fax

Riverstone West Third Addition - John Loop Extension				
ENGINEERS IMPROVEMENT ESTIMATE				
ITEM	QUANTITY	UNIT	AMOUNT	EXTEND
Mobilization	1	LS	\$ 3,850.90	\$ 3,850.90
Erosion Control	1	LS	\$ 10,147.17	\$ 10,147.17
Demolition	1	LS	\$ 1,556.91	\$ 1,556.91
Roadway Excavation	6932	CY	\$ 2.60	\$ 18,023.20
Roadway Embankment	8239	CY	\$ 4.45	\$ 36,663.55
Asphalt Surface	6459	SY	\$ 9.00	\$ 58,131.00
6" of 3/4" Minus Base	6459	SY	\$ 4.76	\$ 30,744.84
Subgrade	13091	SY	\$ 1.17	\$ 15,316.47
High Back Concrete Curb & Gutter	3437	LF	\$ 9.60	\$ 32,995.20
5' Concrete Sidewalk	3332	LF	\$ 13.72	\$ 45,715.04
Concrete Inlet Apron	30	EA	\$ 55.01	\$ 1,650.30
Handicap ramps	4	EA	\$ 1,321.88	\$ 5,287.52
Roadside Swale	3296	LF	\$ 1.37	\$ 4,515.52
12" Waterline PVC C900	1703	LF	\$ 23.27	\$ 39,628.81
12" x 12" x 12" Tee	1	EA	\$ 890.34	\$ 890.34
12" Gate Valve	4	EA	\$ 1,939.45	\$ 7,757.80
12" x 12" x 8" Tee and Hydrant Stub w/8"val	10	EA	\$ 2,146.22	\$ 21,462.20
Blow off Assembly	1	EA	\$ 958.52	\$ 958.52
Fire Hydrant Assembly	5	EA	\$ 4,931.97	\$ 24,659.85
Waterline Services	10	EA	\$ 813.72	\$ 8,137.20
8" SDR 35 PVC Sanitary Sewer line	1372	LF	\$ 15.06	\$ 20,662.32
Sanitary Sewer Manhole	7	EA	\$ 1,191.60	\$ 8,341.20
60" Doghouse Manhole	1	EA	\$ 4,637.18	\$ 4,637.18
Sanitary Sewer Services	9	EA	\$ 520.75	\$ 4,686.75
Storm Water Drywells	8	EA	\$ 1,958.92	\$ 15,671.36
Signage	2	EA	\$ 439.56	\$ 879.12
Striping	155	LF	\$ 1.61	\$ 249.55
Ecology Blocks	4	EA	\$ 68.50	\$ 274.00
Interior Pins	1	LS	\$ 1,200.00	\$ 1,200.00
Surveying	1	LS	\$ 15,828.69	\$ 15,828.69
Engineering	1	LS	\$ 4,501.06	\$ 4,501.06
Testing	1	LS	\$ 5,601.32	\$ 5,601.32
Total Cost of Improvements				\$ 450,624.89
Additional 50%	50%	LS	\$ 450,624.89	\$ 225,312.45
GRAND TOTAL:				\$ 675,937.34



Development ♦ Planning ♦ Design ♦ Construction Management

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: December 13th, 2010
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Professional Service Contracts

DECISION POINT

Staff is requesting Council approval of a policy for procuring and approving Professional Service contracts under \$25,000

HISTORY

Currently the City has no adopted policy for procuring professional service contracts under \$25,000. Up to now, staff has used the same guidelines as those established for contracts over \$25,000, with the exception of the requirement to solicit proposals by a Request for Proposal process. § 67-2320 (3) of the Idaho Code allows municipalities to establish their own guidelines for procurement of contracts under \$25,000. The attached policy ratifies the current practice by setting forth those selection criteria. § 50-607 requires all contracts to be signed by the mayor. This has been somewhat problematic for various reasons. Normal day to day operations of the City as well as design and construction of public works projects require professional services that range from a few hundred dollars to several thousand. Often, there is no time to bring these contracts to council for approval and signature before completing the work. The legal opinion of the attorney general and our city attorney is that the Council may delegate the authority to approve these contracts.

Council has adopted a similar policy for public works contracts wherein the Council has approved procurement and execution of contracts less than \$25,000 by department heads, in conformance with Idaho Code.

FINANCIAL ANALYSIS

The financial impact conceivably would be less than it currently is. Allowing a speedier process for procurement and execution of contracts under \$25,000 will expedite work flow and save staff time and resources.

PERFORMANCE ANALYSIS

This proposed policy mirrors the one already adopted by Council for public works contracts. That has proved to substantially simplify work flow while maintaining the integrity of the selection process. We anticipate that this policy will both clarify and expedite the process while preserving the same qualification based selection criteria used for larger contracts.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution approving the proposed policy for procurement and execution of Professional Service Contracts up to \$25,000.

RESOLUTION NO. 11-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES FOR CONTRACTING FOR PROFESSIONAL SERVICES WITH DESIGN PROFESSIONALS UP TO \$25,000.

WHEREAS, the need for citywide policies regarding Contracting for Professional Services with Design Professionals up to \$25,000 has been deemed necessary by the City Council; and

WHEREAS, the Engineering Department has proposed policies regarding these issues, and the same were discussed at the Public Works Committee meeting February 7, 2011; and

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

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

DATED this 15th day of February, 2011

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

POLICY
CITY WIDE

POLICY: Contracting for Professional Services with Design Professionals up to \$25,000.

Purpose Statement:

Provide authorization for Department Heads to contract for professional services with design professionals up to \$25,000.

Policy:

I.C. 67-2320 defines design professional services as engineering, architectural, landscape architecture, construction management and land surveying services and governs contracting for these types of services. I.C. 67-2320(3) authorizes municipalities to adopt policies to govern contracting for design professional services under \$25,000. This policy authorizes department heads to contract for design professional services under \$25,000 where funding for the project for which the professional design service is needed has been previously approved by the City Council.

When selecting a design professional for services under this policy the department head will make his or her selection based on the design professional's qualifications, past experience with the design professional, competence, availability, and any other criteria relevant to the specific need. The department head will negotiate a fee, up to \$25,000, that he or she determines to be a reasonable and fair price for the services rendered after considering the estimated value, scope, complexity, nature of the services and what the City has paid for such services in the past. The basis for selecting the design professional and the fee amount will be documented in writing and attached to the resulting professional service contract. The department head is authorized by City Council to execute the professional service contract on behalf of the City following review and approval by the City Administrator and City Attorney or their designees.

Adopted:

Coeur d'Alene City Council

Resolution No. 11-006

Date: February 15, 2011

RESOLUTION NO. 11-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AND AMENDING CERTAIN CITY 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 certain City fees, including animal control fees, garbage fees, parking fees, parks fees, recreation fees, water fees, parade and special event fees, outdoor eating permit fees and police and firefighter application fees, are necessary, as set forth in the attached Exhibit "1" and by reference made a part hereof; 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 Legal Department, 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 set forth in Exhibit "1" be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth in the attached Exhibit "1" are hereby adopted, effective immediately:

DATED this 15th day of February, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

EXHIBIT “1”

CITY OF COEUR D’ALENE FEE INCREASES

Dept /Category	Description	Old Fee	New Fee
Animal Control	License Fee – Unaltered Dog (R.98-020)	\$15.00	\$20.00
Animal Control	License Fee – Altered Dog (R.98-020)	\$7.00	\$10.00
Animal Control	License Fee Increase (not timely licensed) (R.98-020)	\$1.00	\$0
Animal Control	Replacement Tag (R.98-020)	\$2.00	\$5.00
Animal Control	Impound Processing Fee (R.07-022)	\$20.00	\$30.00
Animal Control	Additional Impounds Processing Fee (R.07-022)	\$20.00	\$0
Animal Control	Daily Animal Housing Fee (R.07-022)	\$20.00	\$20.00
Animal Control	Animal Control Civil Penalty (R.08-064)	\$75.00/\$50.00	\$75.00
Animal Control	Annual Kennel License Fee	\$20.00	\$30.00
Animal Control	Appeal Processing Fee	----	\$75.00
Finance	Garbage Fees		
Garbage – Additional Compactor Service	Perm 1.5 Yd	\$22.88	\$25.17
Garbage – Additional Compactor Service	Perm 3 Yd	\$45.85	\$50.50
Garbage – Additional Compactor Service	Perm 4 Yd	\$61.10	\$67.10
Garbage – Additional Compactor Service	Perm 5 Yd	\$76.35	\$84.00
Garbage – Additional Compactor Service	Perm 6 Yd	\$91.65	\$101.00
Garbage – Additional Compactor Service	Perm 15 Yd	\$135.00	\$148.50
Garbage – Additional Compactor Service	Perm 20 Yd	\$179.50	\$197.00
Garbage – Additional Compactor Service	Perm 25 Yd	\$222.00	\$244.00
Garbage – Additional Compactor Service	Perm 30 Yd	\$269.00	\$296.00
Garbage – Additional Compactor Service	Perm 40 Yd	\$359.00	\$389.00
Garbage – Cleaning & Sanitizing	1 Yd Container	\$32.00	\$36.00
Garbage – Cleaning & Sanitizing	2 Yd Container	\$37.50	\$42.00
Garbage – Cleaning & Sanitizing	3 Yd Container	\$42.00	\$48.00
Garbage – Cleaning & Sanitizing	4 Yd Container	\$47.00	\$54.00
Garbage – Cleaning & Sanitizing	6 Yd Container	\$57.75	\$66.00
Garbage – Cleaning & Sanitizing	8 Yd Container	\$68.25	\$78.00
Garbage – Cleaning & Sanitizing	15 Yd Container	\$105.25	\$115.00
Garbage – Cleaning & Sanitizing	20 Yd Container	\$131.25	\$141.00
Garbage – Cleaning & Sanitizing	25 Yd Container	\$155.10	\$168.00
Garbage – Cleaning & Sanitizing	30 Yd Container	\$183.00	\$195.00

Dept /Category	Description	Old Fee	New Fee
Sanitizing			
Garbage – Cleaning & Sanitizing	40 Yd Container	\$232.25	\$250.00
Garbage – Commercial	Delivery Charge/Container	\$30.72	\$32.22
Garbage – Commercial	Delivery Charge/Roll Off	\$51.80	\$54.10
Garbage – Commercial	Make Container Lockable	\$13.05	\$15.05
Garbage – Commercial	Lock Charge	\$22.50	\$25.00
Garbage – Commercial	Special Pickup/Return Fee	\$37.75	\$38.50
Garbage – Commercial	Extra – Bag, Box, Can	\$1.60	\$1.75
Garbage – Commercial	Curb Service – 32 ga. can	\$3.95	\$7.70
Garbage – Commercial	Cart Service – 35 ga. can	\$4.80	\$6.00
Garbage – Commercial	Cart Service – 64 ga. can	\$9.60	\$10.50
Garbage – Commercial	Cart Service – 96 ga. can	\$14.40	\$15.50
Garbage – Commercial	Additional Cart Service	\$4.25	\$5.00
Garbage – Commercial	Cart Rental	\$2.00	\$2.50
Garbage – Commercial	Return Trip – Container	\$37.75	\$38.00
Garbage – Commercial	Return Trip – Roll Off	\$37.75	\$40.00
Garbage – Commercial	Fighting Creek Trip Charge	\$112.00	\$120.00
Garbage - Commercial Rent Monthly	1 Yd	\$2.35	\$4.00
Garbage - Commercial Rent Monthly	1.5 Yd	\$3.15	\$5.00
Garbage - Commercial Rent Monthly	2 Yd	\$4.70	\$6.00
Garbage - Commercial Rent Monthly	3 Yd	\$6.25	\$8.00
Garbage - Commercial Rent Monthly	4 Yd	\$7.80	\$10.00
Garbage - Commercial Rent Monthly	6 Yd	\$12.50	\$14.00
Garbage - Commercial Rent Monthly	8 Yd	\$15.55	\$17.00
Garbage - Commercial Rent Monthly	15 Yd	\$56.00	\$59.00
Garbage - Commercial Rent Monthly	20 Yd	\$62.20	\$65.00
Garbage - Commercial Rent Monthly	25 Yd	\$70.00	\$72.50
Garbage - Commercial Rent Monthly	30 Yd	\$82.41	\$85.50
Garbage – Compactor Service Monthly	Perm 1.5 Yd	\$77.75	\$80.25
Garbage – Compactor Service Monthly	Perm 3 Yd	\$157.25	\$160.50
Garbage – Compactor Service Monthly	Perm 4 Yd	\$211.50	\$220.00
Garbage – Compactor Service Monthly	Perm 5 Yd	\$260.25	\$272.00
Garbage – Compactor Service Monthly	Perm 6 Yd	\$317.25	\$324.00
Garbage – Compactor Service Monthly	Perm 15 Yd	\$466.55	\$486.00
Garbage – Compactor Service Monthly	Perm 20 Yd	\$622.10	\$642.00
Garbage – Compactor Service Monthly	Perm 25 Yd	\$750.00	\$790.00
Garbage – Compactor Service Monthly	Perm 30 Yd	\$895.80	\$979.00

Dept /Category	Description	Old Fee	New Fee
Garbage – Compactor Service Monthly	Perm 40 Yd	\$1,195.00	\$1,366.00
Garbage – Extra Pick Up	1 Yd	\$5.35	\$6.75
Garbage – Extra Pick Up	1.5 Yd	\$7.40	\$8.50
Garbage – Extra Pick Up	2 Yd	\$9.00	\$10.00
Garbage – Extra Pick Up	3 Yd	\$13.45	\$15.00
Garbage – Extra Pick Up	4 Yd	\$16.05	\$20.00
Garbage – Extra Pick Up	6 Yd	\$21.20	\$25.00
Garbage – Extra Pick Up	8 Yd	\$28.00	\$30.00
Garbage – Extra Pick Up	15 Yd	\$91.60	\$95.00
Garbage – Extra Pick Up	20 Yd	\$91.60	\$119.00
Garbage – Extra Pick Up	25 Yd	\$115.00	\$125.00
Garbage – Extra Pick Up	30 Yd	\$134.60	\$140.00
Garbage – Extra Service	1 Yd	\$43.10	\$44.00
Garbage – Extra Service	1.5 Yd	\$45.15	\$46.00
Garbage – Extra Service	2 Yd	\$46.75	\$48.00
Garbage – Extra Service	3 Yd	\$51.20	\$52.00
Garbage – Extra Service	4 Yd	\$53.80	\$55.00
Garbage – Extra Service	6 Yd	\$58.95	\$60.00
Garbage – Extra Service	8 Yd	\$65.75	\$67.00
Garbage – Perm Service Monthly	Perm 1 Yd	\$17.50	\$18.50
Garbage – Perm Service Monthly	Perm 1.5 Yd	\$24.90	\$25.90
Garbage – Perm Service Monthly	Perm 2 Yd	\$30.36	\$31.40
Garbage – Perm Service Monthly	Perm 3 Yd	\$45.11	\$46.15
Garbage – Perm Service Monthly	Perm 4 Yrd	\$54.42	\$55.50
Garbage – Perm Service Monthly	Perm 6 Yd	\$76.65	\$77.00
Garbage – Perm Service Monthly	Perm 8 Yd	\$93.31	\$94.40
Garbage – Perm Service Monthly	Perm 15 Yd	\$317.50	\$320.00
Garbage – Perm Service Monthly	Perm 20 Yd	\$317.50	\$320.00
Garbage – Perm Service Monthly	Perm 25 Yd	\$398.15	\$405.00
Garbage – Perm Service Monthly	Perm 30 Yd	\$466.55	\$472.00
Garbage - Residential	1 Can Cart = 35 Gal. Cart	\$6.75	\$7.70
Garbage – Residential	2 Can Cart = 64 Gal. Cart	\$7.95	\$8.80
Garbage – Residential	3 Can Cart = 96 Gal. Cart	\$8.85	\$9.60
Garbage – Residential	Duplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$8.85	\$9.60
Garbage – Residential	Duplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$17.50	\$19.20
Garbage – Residential	Duplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$7.95	\$8.80
Garbage – Residential	Duplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$15.90	\$17.60
Garbage – Residential	Duplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.15	\$7.70
Garbage – Residential	Duplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$14.30	\$15.40
Garbage – Residential	Triplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$8.85	\$9.60
Garbage – Residential	Triplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$17.70	\$19.20
Garbage – Residential	Triplex (3) Can Cart (3) = (3) 96 Gal. Cart	\$26.55	\$28.80
Garbage – Residential	Triplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$7.95	\$8.80
Garbage – Residential	Triplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$15.90	\$17.60
Garbage – Residential	Triplex (2) Can Cart (3) = (3) 64 Gal. Cart	\$23.85	\$26.40
Garbage – Residential	Triplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.15	\$7.70

Dept /Category	Description	Old Fee	New Fee
Garbage – Residential	Triplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$14.30	\$15.40
Garbage – Residential	Triplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$21.45	\$26.40
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.15	\$7.70
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$14.30	\$15.40
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$21.45	\$26.40
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 35 Gal. Cart	\$28.60	\$30.80
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 64 Gal. Cart	\$7.95	\$8.80
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 64 Gal. Cart	\$15.90	\$17.60
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 64 Gal. Cart	\$23.85	\$26.40
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 64 Gal. Cart	\$31.80	\$35.20
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 96 Gal. Cart	\$8.85	\$9.60
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 96 Gal. Cart	\$17.70	\$19.20
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 96 Gal. Cart	\$26.55	\$28.80
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 96 Gal. Cart	\$35.40	\$38.40
Garbage – Residential	Extras	\$1.60	
Garbage – Residential	Additional Cart Service (unscheduled/return trip)	\$4.80	
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Pick-Up	\$35.00	\$37.00
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Rent	\$35.00	\$37.00
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Delivery	\$35.00	\$37.00
Garbage – Temp Service for Current Commercial Customers	Temporary 15 Yd	\$94.50	\$98.00
Garbage – Temp Service for Current Commercial Customers	Temporary 20 Yd	\$118.00	\$122.25
Garbage – Temp Service for Current Commercial Customers	Temporary 25 Yd	\$120.00	\$125.00
Garbage – Temp Service for Current Commercial Customers	Temporary 30 Yd	\$137.50	\$140.00
Garbage – Temporary Container Rental Monthly	1 Yd	\$2.35	\$4.00
Garbage – Temporary Container Rental Monthly	2 Yd	\$4.70	\$6.00
Garbage – Temporary Container Rental Monthly	3 Yd	\$6.25	\$7.50
Garbage – Temporary Container Rental Monthly	4 Yd	\$7.80	\$9.00
Garbage – Temporary Container Rental Monthly	6 Yd	\$12.50	\$15.00
Garbage – Temporary Container Rental Monthly	8 Yd	\$15.55	\$18.00
Garbage – Temporary Container Rental Monthly	15 Yd	\$96.00	\$100.00
Garbage – Temporary Container Rental Monthly	20 Yd	\$96.00	\$100.00

Dept /Category	Description	Old Fee	New Fee
Garbage – Temporary Container Rental Monthly	25 Yd	\$96.00	\$100.00
Garbage – Temporary Container Rental Monthly	30 Yd	\$108.00	\$112.00
Human Resources	Police Officer & Firefighter Application Fee	\$10.00	\$20.00
Municipal Services	Outdoor Eating Sidewalk Encroachment Permit	\$100.00	\$115.00
Municipal Services	Parade/Special Events (Low Impact Events)	\$100.00	\$125.00 per day
Municipal Services	Parade/Special Events (Medium Impact Events)	\$200.00	\$250.00 per day
Municipal Services	Parade/Special Events (High Impact Events)	\$500	\$625.00 per day
Parking	Third Street Lot	0 – 2 Hrs Free	0 – 2 Hrs Free
Parking	Third Street Lot	2 – 3 Hrs \$1.00	2 – 3 Hrs \$3.00
Parking	Third Street Lot	3 – 4 Hrs \$2.00	3 – 4 Hrs \$4.00
Parking	Third Street Lot	4 – 5 Hrs \$2.50	4 – 5 Hrs \$5.00
Parking	Third Street Lot	5 – 6 Hrs \$3.00	5 – 6 Hrs \$6.00
Parking	Third Street Lot	6 – 7 Hrs \$3.50	6 – 7 Hrs \$7.00
Parking	Third Street Lot	7 – 8 Hrs \$4.00	7 – 8 Hrs \$8.00
Parking	Third Street Lot	8 – 9 Hrs \$4.50	8 – 9 Hrs \$9.00
Parking	Third Street Lot	9 – 10 Hrs \$5.00	9 – 10 Hrs \$10.00
Parking	Third Street Lot		.50 ea. addl hour after 10 Hrs.
Parking	Third Street Lot – Monthly Parking	\$20.00 \$35.00	\$20.00/5 Day Pass \$35.00/7 Day Pass
Parking	Third Street Lot – Overnight Parking	\$15.00	\$18.00
Parking	Event Parking – 4 th of July	\$5.00	\$7.00
Parking	Event Parking – Holiday Lights Parade	\$3.00	\$5.00
Parking	Event Parking – Art on the Green	\$5.00	\$7.00
Parking	Boat Launch – In Idaho	\$4.00	\$5.00
Parking	Boat Launch – Outside Idaho	\$8.00	\$10.00
Parking	Boat Launch Seasonal - In Idaho	\$40.00	\$45.00
Parking	Boat Launch Seasonal – Outside Idaho	\$80.00	\$85.00
Parking	Independence Point Lot	0 – 1 Hrs – Free	0 – 1 Hrs \$1.00
Parking	Independence Point Lot	1 – 2 Hrs - \$1.00	1 – 2 Hrs - \$2.00
Parking	Independence Point Lot	2 – 3 Hrs - \$1.50	2 – 3 Hrs - \$3.00
Parking	Independence Point Lot	3 – 4 Hrs - \$2.00	3 – 4 Hrs - \$4.00
Parking	Independence Point Lot	5 – 6 Hrs - \$3.00	5 – 6 Hrs - \$6.00
Parking	Independence Point Lot	6 – 7 Hrs - \$3.50	6 – 7 Hrs - \$7.00
Parking	Independence Point Lot	7 – 8 Hrs - \$4.00	7 – 8 Hrs - \$8.00
Parking	Independence Point Lot	8 – 9 Hrs - \$4.50	8 – 9 Hrs - \$9.00
Parking	Independence Point Lot	9 – 10 Hrs - \$5.00	9 – 10 Hrs - \$10.00
Parking	Independence Point Lot		.50 ea. addl hour
Parking	Museum Parking Lot	0 – 1 Hrs – Free	0 – 2 Hrs - \$1.00
Parking	Museum Parking Lot	1 – 2 Hrs - \$1.00 .50 ea. addl hr	\$1.00 ea. add'l hour or \$6.00 for 10 Hrs.
Parking	Memorial Field Parking Lot	0 – 2 Hrs Free	0 – 2 Hrs Free
Parking	Memorial Field Parking Lot	2 – 3 Hrs \$1.00	2 – 3 Hrs \$3.00
Parking	Memorial Field Parking Lot	3 – 4 Hrs \$2.00	3 – 4 Hrs \$4.00
Parking	Memorial Field Parking Lot	4 – 5 Hrs \$2.50	4 – 5 Hrs \$5.00
Parking	Memorial Field Parking Lot	5 – 6 Hrs \$3.00	5 – 6 Hrs \$6.00
Parking	Memorial Field Parking Lot	6 – 7 Hrs \$3.50	6 – 7 Hrs \$7.00
Parking	Memorial Field Parking Lot	7 – 8 Hrs \$4.00	7 – 8 Hrs \$8.00
Parking	Memorial Field Parking Lot	8 – 9 Hrs \$4.50	8 – 9 Hrs \$9.00
Parking	Memorial Field Parking Lot	9 – 10 Hrs \$5.00	9 – 10 Hrs \$10.00
Parking	Memorial Field Parking Lot		.50 ea. addl hour
Parking	4 th & Coeur d'Alene Parking Lot	Reserved \$20.00/Mo.	Reserved \$20.00/Mo.
Parking	4 th & Coeur d'Alene Parking Lot (Evenings & Weekends)		0 – 1 Hrs - \$1.00

Dept /Category	Description	Old Fee	New Fee
Parking	4 th & Coeur d'Alene Parking Lot (Evenings & Weekends)		1 – 2 Hrs - \$2.00
Parking	4 th & Coeur d'Alene Parking Lot (Evenings & Weekends)		2 – 10 Hrs - \$4.00
Parks	City Park Bandshell and Amphitheater at Riverstone Rental	\$100.00	\$125.00
Recreation	Gym Rental Fee	\$12.00/Hr.	\$15.00/Hr.
Water	Sidewalk Replacement Fee		\$500.00
Water	Design Locate Fee		\$50.00/Hr.

DATE: FEBRUARY 9, 2011
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MARCH 15, 2011

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-1-11	Zone change from R-12 to R-17 Applicant: City of Coeur d'Alene Location: 102 and 106 Homestead Avenue	Recommended Approval	Quasi-Judicial
A-1-11	Proposed annexation from County Agricultural 1 to City C-17 Applicant: Cindy Espe Location: S.E. corner of 15 th and Best Avenue	Recommended Denial	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **MARCH 15, 2011.**

ANNOUNCEMENTS

Memo to Council

DATE: February 1, 2011

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the **February 15th** Council Meeting:

ANGELA EARNHART

PED/BIKE ADVISORY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Monte McCully, Ped/Bike Committee Liaison
Shana Stuhlmiller, Ped/Bike Committee Staff Support

OTHER COMMITTEE MINUTES
(Requiring Council Action)

February 7, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

STAFF PRESENT

Susan Weathers, City Clerk
Kenny Gabriel, Fire Chief
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Juanita Knight, Senior Legal Assistant

**Item 1. Council Bill No. 11-1001 Housekeeping removal of reference of fees.
(Agenda Item)**

Susan Weathers reported that over the years, staff has been removing the establishment of fees from the Municipal Code. Therefore, staff is requesting Municipal Code Section 10.60.050 be amended to remove the existing fees from the Special Events / Street Closure regulations and maintain these fees by Resolution.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Council Bill No. 11-1001 to amend Municipal Code Section 10.60.050 to remove the existing fees from the Special Events – Street Closure regulations and maintain these fees by Resolution.

**Item 2. Memorandum of Understanding / 11th Street Marina.
(CC Resolution No. 11-005)**

Kenny Gabriel, Fire Chief, is requesting approval to enter into a Memorandum of Understanding with the Eleventh Street Dock Owners Association for public access. Chief Gabriel noted that on September 19, 2006 the City of Coeur d'Alene and the Eleventh St. Dock Owners Association entered into a lease regarding the use of docks and moorage on the Eleventh Street site. Exhibit "A" of that documents allows for 100 feet of side tie moorage space for public safety use. The Fire Department does plan on utilizing that space to seasonally moor the Fire Departments Fire Boat. The Memorandum of Understanding clarifies requirements and needs for the use of this space. There will be a nominal cost for hardware associated with moorage at this site. The costs are budgeted and will be paid for out of the Fire Boat improvement fund.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 11-005 authorizing staff to enter into a Memorandum of Understanding with the Eleventh Street Dock Owners Association for public access.

The meeting adjourned at 12:06 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

STAFF REPORT

DATE: February 7, 2011
TO: General Services Committee
FROM: Susan Weathers, City Clerk
RE: Housekeeping Amendments to Municipal Code 10.60.050

DECISION POINT: Staff is requesting that M.C. Section 10.60.050 be amended to remove the existing fees from the special events/street closure regulations and maintain these fees by resolution.

HISTORY: Over the years, staff has been removing the establishment of fees from the City ordinances (or Municipal Code) and establishing/amending fees through resolutions. Municipal Code 10.60.050 still contains the fees established for special events/street closures.

PERFORMANCE ANALYSIS: This is a housekeeping matter that further clarifies the intent to create and maintain city fees by resolution.

FINANCIAL ANALYSIS: The cost of publication of ordinances each time a fee is amended would be eliminated.

DECISION POINT: Staff recommends that the General Services Committee recommends the City Council adopt Council Bill No. 11-1001 which removes the reference of fees from the municipal code for special events/street closures.

ORDINANCE NO. _____
COUNCIL BILL NO. 11-1001

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING M.C. SECTION 10.60.050 TO CLARIFY EVENT CATEGORIES AND TO AUTHORIZE FEES TO BE SET BY RESOLUTION; 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 City Clerk, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.60.050 is amended to read as follows:*

10.60.050: APPLICATION FEE:

The category assignment will determine the fee charged for the event and the security fee deposit. The security fee deposit would be returned to the sponsor if the applicant met all of the requirements of the permit pertaining to such things as trash, cleanup and sanitation. Permit fees for parades, special events and public assemblies are based upon the event's category assignment relating to the event's impact on city services as follows:

<u>Category</u>	<u>Participants</u>	<u>Hours</u>	<u>Length</u>
High	Over 500	86 + hours	2021 + blocks
Medium	2001 - 500	43 - 6 hours	12 - 20 blocks
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure

To determine a fee category, the event must equal at least two (2) of the above categories.

Sponsors will be charged a fee and a separate deposit for each category in an amount set by resolution of the City Council ~~five hundred dollars (\$500.00) for a high category permit fee, two hundred dollars (\$200.00) for a medium category permit fee, and one hundred dollars (\$100.00) for a low category permit fee. Sponsors will be required to provide a one thousand dollar (\$1,000.00)~~

~~deposit for a high category event, five hundred dollars (\$500.00) for a medium category event fee, and one hundred dollar (\$100.00) deposit for a low category event.~~

There will be no fee or deposit required for a block watch event.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 15th day of February, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 10.60 Parades, Special Events and Public Assemblies
Section 050: Application Fee

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING M.C. SECTION 10.60.050 TO CLARIFY EVENT CATEGORIES AND TO AUTHORIZE FEES TO BE SET BY RESOLUTION; 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. _____, Amending Chapter 10.60 Parades, Special Events and Public Assemblies / Section 050: Application Fee, 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 15th day of February, 2011.

Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

**CITY COUNCIL
MEMORANDUM**

DATE: FEBRUARY 10, 2011

FROM: RENATA MCLEOD, PROJECT COORDINATOR
TROY TYMESEN, FINANCE DIRECTOR

RE: REAL ESTATE ACQUISITION OF 102 AND 106 HOMESTEAD AVENUE

DECISION POINT:

- To approve Resolution 11-007, which approves the Real Estate Purchase Agreement for 102 and 106 Homestead Avenue from Tesh Properties, Inc., and approves the Assignment and Assumption Agreement, which is required for the tax credit property of 106 Homestead Avenue
- Request staff to begin lease negotiations with St. Vincent De Paul

SUBJECT PROPERTY: Total land equals 1.15 acres and eight dwelling units.

- 102 E. Homestead Avenue, single family dwelling built in 1940's, 0.56 acre lot, 2,254 Sq. Ft., 3 bedroom, 1.5 bath
- 106 E. Homestead Avenue, 7 unit multi-family dwelling complex, built in early 1990's, 5,366 sq. ft. six 2-bedroom, 1 bath units, one 1-bedroom, 1 bath unit, two buildings, 0.56 acre lot. This building was funded through tax credits, which requires tenants be 60% or below median income.

HISTORY: The City accepted a Housing Needs Assessment study in 2006, conducted by BBC Consulting. That assessment documents a need for approximately 861 units of subsidized housing for the community's renters earning less than \$15,000 per year. The City Council has made it a priority to seek ways to partner and support affordable housing. One tool the City has used to assist in the housing needs of our community is the use of the Community Development Block Grant (CDBG) funds. The City has partnered with St. Vincent de Paul to bring 50 units of subsidized housing (Lynn Peterson and Kathy Reed Houses), and partnered with Whitewater Development for an additional 50 units of affordable senior housing, however, there is still a large need for affordable housing as noted in the housing needs assessment. Tesh Industries has owned and operated the property for over twenty years. They have chosen to sell the property and listed it for sale several months ago. The seven units were purchased through a tax credit program that require that the residents are 60% or below median income. The two lots combined are approximately 1.15 acres, which would provide for a future opportunity for building additional affordable units.

In preparing for potential property management options and partnerships for this property, the City advertised a request for qualifications on December 30, 2010, (in addition to posting the notice to its web page on December 23, 2010). The City received one response, which was from St. Vincent de Paul. The proposal includes the request to lease the land, manage the existing units, and seek a HUD 811 grant (which would provide for an additional 14 units in the area in which the single-family dwelling currently exists). Additionally, St. Vincent De Paul included a description of their 200+ units of multi-family experience, management practices, and maintenance in working with tax credit projects and HUD 811 grants.

FINANCIAL ANALYSIS: The negotiated purchase price for the 7-unit complex (106 Homestead) is \$350,000. The house and the lot (102 Homestead) purchase prices is \$150,000. The proposed funding plan is to have the City pay cash for the property. The cash will be taken from the City's fund balance. The City will be paid back from CDBG funds; \$350,000 over a three-year period, the remaining \$150,000 will be paid over 7.5 years from net rent proceeds.

PERFORMANCE ANALYSIS: Authorizing this land purchase allows Tesh Industries to move forward with a desired real estate sale to an organization capable of meeting the tax credit program regulations, as well as, allows the City to move forward with future plans for development of the land for additional affordable units.

DECISION POINT/RECOMMENDATION:

- To approve Resolution 11-007, which approves the Real Estate Purchase Agreement for 102 and 106 Homestead Avenue from Tesh Properties, Inc., and approves the Assignment and Assumption Agreement, which is required for the tax credit property of 106 Homestead Avenue
- Request staff to begin lease negotiations with St. Vincent De Paul

RESOLUTION NO. 11-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ASSUMPTION AGREEMENT AND A REAL ESTATE PURCHASE AND SALE AGREEMENT WITH TESH PROPERTIES.

WHEREAS, the City Finance Director has recommended that the City of Coeur d'Alene enter into an Assumption Agreement and a Purchase and Sales agreement for certain real estate identified in the attached Exhibits "1" and "2", attached hereto and by this reference incorporated herein; and

WHEREAS, said agreements are memorialized in the attached exhibits; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the Citizens of Coeur d'Alene to execute the proposed agreements; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Assumption Agreement and Purchase and Sale Agreement attached as Exhibits "1" and "2".

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

DATED this 15th day of February, 2011.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCILMEMBER BRUNING Voted _____

COUNCILMEMBER EDINGER Voted _____

COUNCILMEMBER MCEVERS Voted _____

COUNCILMEMBER KENNEDY Voted _____

COUNCILMEMBER HASSELL Voted _____

COUNCILMEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

Assignment and Assumption Agreement
Relating to 106 Homestead Apartments
Coeur d'Alene, ID

This assignment and assumption agreement relating to 106 Homestead Avenue apartments (this "Assumption Agreement") is made and entered into as of the 15th day of February 2011 by and between TESH Properties I, an Idaho corporation (the "Transferor") and the City of Coeur d'Alene (the Transferee).

RECITALS

Whereas, Transferor owns the 7 unit apartment complex located at 106 Homestead Avenue in Coeur d'Alene, Idaho generally recognized as TESH Properties I Homestead Apartments (the "Project").

Whereas, the Project was financed, in part, with low income housing tax credits allocated under Section 42 of the Internal Revenue Code of 1986 ("Tax Credits");

Whereas, in connection with the allocation of the Tax Credits, Transferor entered into the Idaho Housing Agency Low-Income Housing Tax Credit Regulatory Agreement dated June 24, 1992 ("Regulatory Agreement") with the Idaho Housing Agency, which document was recorded in the Official Records of Kootenai County, State of Idaho as document number 1329546 dated November 18, 1993 at the request of Homestead Limited Partnership, later transferred in full to TESH Properties I,

Whereas, pursuant to that certain Real Estate Purchase and Sale Agreement dated the 15th day of February, 2011 Transferor has agreed to convey and transfer, and the Transferee has agreed to acquire, all right, title and interest of the Transferor in and to the Project;

Whereas, pursuant to Section 11 of the Regulatory agreement, as a precondition to any conveyance, transfer, assignment or other disposition of the Project, Transferor is required to cause Transferee to assume in writing all duties and obligations of Transferor under the Regulatory Agreement pursuant to a form of assumption agreement acceptable to the Agency;

Whereas, the Transferee is willing to undertake, agree to and assume all of the Transferor's duties and obligations under the Regulatory Agreement, and has agreed to enter into this Assumption Agreement, as determined acceptable in form by the Agency, with Transferor; and

Whereas, all capitalized terms used herein not otherwise defined herein shall have the meaning attributed to such terms in the Regulatory Agreement, as the context may require;

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Transferee and the Transferor agree as follows:

SECTION 1. ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS. Effective as of the date of the recording of this Assumption Agreement, the Transferor hereby fully and unconditionally assigns to the Transferee, all of its right, title and interest in the Regulatory Agreement and delegates to the Transferee all of its duties and obligations there under. The Transferee, to the extent allowed by law, hereby accepts such assignment and assumes all of the duties and obligations of the Transferor arising after the date the Assumption Agreement is recorded in and under the Regulatory Agreement, and releases and indemnifies Transferor from all such duties and obligations after such a date.

SECTION 2. INDEMNIFICATION. Transferee, to the extent allowed by law, hereby agrees to indemnify Transferor, its employees and agents, hold Transferor and parties harmless from, and defend limitation any such claims, liabilities, losses, damages, costs, or expenses relating to the recapture of tax credits, arising or resulting from the failure by Transferee or any successor owner to comply, on or after the effective date, with (a) terms and conditions of the Regulatory Agreement, (b) Section 42 of the Code, and all Treasury Regulations and IRS guidance with respect to Section 42 of the Code, an/or (c) other applicable statutes or regulations. The Transferor parties are each intended as third-party beneficiaries of the above described obligation of Transferee to indemnify, hold harmless, and defend, and each such third-party beneficiary may take such actions and institute such proceeding, in law or in equity, as may be necessary or appropriate to enforce the obligations of Transferee under the agreement and Assumption Agreement and/or seek money damages for the breach by Transferee of its duties and obligations hereunder. The above-described obligation of Transferee to indemnify, hold harmless and defend shall apply notwithstanding any approval that may be given by Transferors or Transferor's Agent pursuant to Section 3 below.

SECTION 3. NOTICES. Transferee agrees to promptly notify the Agency in writing of the date that this Assumption Agreement is recorded and to provide to the Agency its address for notice purposes under the Regulatory Agreement.

SECTION 4. GOVERNING LAW. This Assumption Agreement⁶ and all related documents shall be governed by and construed in accordance with the laws of the State of Idaho.

SECTION 5. COUNTERPARTS. This assumption Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. ATTORNEYS REPRESENTATION: Richard P. Wallace represents the TRANSFEROR herein and the TRANSFOREE has the right to have their own counsel review this document prior to signing.

SECTION 7. MEDIATION. Any dispute under this agreement between the parties shall be settled by mediation by a mediator agreed upon by the parties.

TRANSFEROR:
TESH PROPERTIES 1, INC

TRANSFeree:
City of Coeur d'Alene

By: J. Russell Doumas

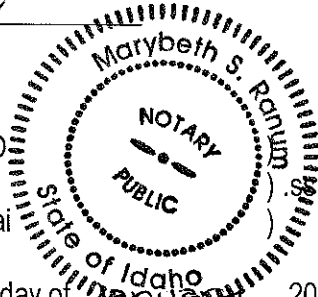
By: _____

Date: 1/31/11

Date: _____

STATE OF IDAHO

County of Kootenai



On 31st day of January, 2011, before me, Marybeth Ranum, personally appeared J. Russell Doumas personally known to me or proved to me on the basis of satisfactory evidence to be there person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marybeth Ranum

Notary Public for Idaho

Residing at: Coeur d'Alene, ID

Comm. Expires: 8/28/12

STATE OF IDAHO)

)

) .ss

County of Kootenai)

On _____ day of _____, 20____, before me, _____ personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be there person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for Idaho

Residing at: _____

Comm. Expires: _____



Idaho Association of REALTORS®
The Voice for Real Estate in Idaho

RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2010 EDITION

Page 1 of 7



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# 43208338 DATE 7 Jan 2011

2 LISTING AGENCY WINDERMERE/COEUR D'ALENE REALTY Office Phone # 208-664-9221 Fax # 208-666-1435

3 Listing Agent Richard A Jurvelin E-Mail JURV@JURV.COM Phone # _____

4 SELLING AGENCY WINDERMERE/COEUR D'ALENE REALTY Office Phone # 208-664-9221 Fax # 208-666-1435

5 Selling Agent Richard A Jurvelin E-Mail JURV@JURV.COM Phone # _____

6 1. BUYER: City of Coeur d'Alene, Idaho

7 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

8 "PROPERTY" COMMONLY KNOWN AS 102 E. Homestead Ave.

9 Coeur d'Alene City Kootenai County, ID, Zip 83814 legally described as: _____

10 TAX #s in Sec 12-50-04W, Tax #3702 Blk 1

11 OR Legal Description Attached as addendum # 1 (one) (Addendum must accompany original offer.)

12 2. \$150,000.00 PURCHASE PRICE: One Hundred Fifty Thousand and Zero/100 DOLLARS,

13 payable upon the following TERMS AND CONDITIONS (not including closing costs):

14 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

15 (A). \$0.00 EARNEST MONEY: BUYER hereby deposits and Zero/100

16 DOLLARS as Earnest Money evidenced by: cash personal check cashier's check note (due date): NA

17 other NA and a receipt is hereby acknowledged. Earnest Money to be

18 deposited in trust account upon receipt, or upon acceptance by BUYER and SELLER and shall be held by: Listing Broker Selling Broker

19 other NA for the benefit of the parties hereto.

20 THE RESPONSIBLE BROKER SHALL BE: Windermere/Coeur d'Alene Realty

21 (B). ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH

22 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER

23 within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds

24 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for

25 the sale of BUYER'S current residence or other property to be sold.

26 (C). \$0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

27 FIRST LOAN of \$ 0.00 not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL

28 DEVELOPMENT, OTHER NA with interest not to exceed NA % for a period of

29 NA year(s) at: Fixed Rate Other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay

30 no more than NA point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

31 SECOND LOAN of \$ 0.00 with interest not to exceed 0 % for a period of NA year(s) at: Fixed Rate

32 Other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay no more than

33 NA point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

34 LOAN APPLICATION: BUYER has applied shall apply for such loan(s) within NA business days (five [5] if left blank) of SELLER'S acceptance.

35 Within NA business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation

36 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to

37 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such

38 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying

39 BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was required. If SELLER does not

40 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval

41 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is

42 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S

43 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this

44 Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER. FHA / VA: If applicable, it is expressly agreed

45 that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or

46 to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA

47 requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the

48 appraised value of the PROPERTY of not less than the sales price as stated in the contract. SELLER agrees to pay fees required by FHA or VA.

49 (D). \$ 50,000.00 ADDITIONAL FINANCIAL TERMS:

50 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

51 Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

52 (E). \$ 100,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs): Cash at

53 closing to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check. NOTE: If

54 any of above loans being Assumed or taken "subject to", any net differences between the approximate balances and the actual balance of said loan(s)

55 shall be adjusted at closing of escrow in: Cash Other Cashier Check (good funds)

56 BUYER'S Initials (TST) Date 1/7/11 SELLER'S Initials QJL Date 1/7/11

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PROPERTY ADDRESS: 102 E. Homestead Ave. Coeur d'Alene ID#: 43208338

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing a. Subject to Buyer Review of existing lease on property; b. Rents and deposits held by Seller to be prorated and credited to Buyer at Closing. c. Subject to approval of the City Council of Coeur d'Alene. d. Buyer to execute a note secured by a Deed of Trust on the property, in favor of Seller for the balance of \$50,000 (Fifty thousand dollars) at no (zero) interest and no prepayment penalty; Entire balance (\$50,000 dollars) due and payable no later than September 30, 2011. e. Buyer acknowledges that property is being sold in "as is condition."

5. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. It is agreed that any item included in this section is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Range/oven, refrigerator, clothes washer and dryer, garden shed

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: NA

6. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

7. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.

8. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

9. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, [X] SELLER or [] BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable, or cannot be made so within 5 business days (five [5] if left blank) after notice containing a written statement of defect is delivered to SELLER, BUYER'S Earnest Money deposit will be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that Pioneer Title Company located at 100 Wallace Ave., Coeur d'Alene, ID 83814 shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing Agency in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

BUYER'S Initials (TST) () Date 1/7/11

SELLER'S Initials (RAD) () 1/7/11 Date

PROPERTY ADDRESS: 102 E. Homestead Ave. Coeur d'Alene ID#: 43208338

10. INSPECTION:

(A). BUYER chooses [X] to have inspection [] not to have inspection. If BUYER chooses not to have inspection, skip Section 10C. BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER shall, within 15 business days (ten [10] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the inspection except for phone and cable. Some inspections, investigations, tests, surveys and other studies may require additional days to complete. The parties agree that unless specifically set forth below, the above timeframe for investigations, tests, surveys and other studies shall govern.

Additional inspections/timeframes: None

(B). FHA INSPECTION REQUIREMENT, If applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.

2). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business days (three [3] if left blank) in which to respond in writing. SELLER, at their option, may correct the items as specified by BUYERS in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.

3). If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days (three [3] if left blank) that they will not continue with the transaction and will receive their Earnest Money back.

4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

11. LEAD PAINT DISCLOSURE: The subject PROPERTY [X] is [] is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards is intended to identify lead-based paint and all residential lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYERS right to have the PROPERTY tested for lead-based paint hazards to be completed no later than 17 Jan 2011 or the contingency will terminate, (d) that BUYER hereby [] waives [X] does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

12. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/ or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

13. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

14. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the "Seller's Property Condition Disclosure Form" or other acceptable form prior to signing this Agreement: [X] Yes [] No [] N/A

BUYER'S Initials (EST) () Date 1/7/11

SELLER'S Initials (JMC) () Date 1/7/11

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PROPERTY ADDRESS: 102 E. Homestead Ave. Coeur d'Alene ID#: 43208338

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 10, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have _____ business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 10) to review and approve of any such CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER's reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY.

16. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$ _____ per _____. BUYER SELLER N/A to pay Homeowner's Association SET UP FEE of \$ _____ and/or PROPERTY TRANSFER FEES of \$ _____ at closing.

17. HOME WARRANTY PLAN: Home Warranty Plans available for purchase can vary in many respects including, but not limited to, scope of coverage, options, exclusions, limitations, service fees, and pre-existing conditions. BUYER and SELLER are advised to investigate Home Warranty Plans before purchasing a plan and BUYER and SELLER acknowledge that Home Warranty Plans vary from plan to plan. Further, BUYER and SELLER acknowledge that a Home Warranty Plan is separate and apart from any terms contained within this Real Estate Purchase and Sale Agreement and does not create any warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein. A Home Warranty Plan will will not be included in this transaction. BUYER SELLER shall order a Home Warranty Plan which shall be issued by a company selected by BUYER SELLER. The cost of the Home Warranty Plan shall not exceed \$ _____ and shall be paid for at closing by BUYER SELLER.

18. COSTS PAID BY: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

Table with 10 columns: Item, BUYER, SELLER, Shared Equally, N/A, Description, BUYER, SELLER, Shared Equally, N/A. Rows include Appraisal Fee, Appraisal Re-Inspection Fee, Closing Escrow Fee, Lender Document Preparation Fee, Tax Service Fee, Flood Certification/Tracking Fee, Lender Required Inspections, Attorney Contract Preparation or Review Fee, and Survey.

SELLER agrees to pay up to EITHER na % (N/A if left blank) of the purchase price OR \$ na (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked above. SELLER agrees to pay up to \$ na (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

19. OCCUPANCY: BUYER does does not intend to occupy PROPERTY as BUYER'S primary residence.

20. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

21. FINAL WALK THROUGH: The SELLER grants BUYER and any representative of BUYER reasonable access to conduct a final walk through inspection of the PROPERTY approximately 3 calendar days (three [3] if left blank) prior to close of escrow, NOT AS A CONTINGENCY OF THE SALE, but for purposes of satisfying BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed and PROPERTY are in substantially the same condition as on the date this offer is made. SELLER shall make PROPERTY available for the final walk through and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk through except for phone and cable. If BUYER does not conduct a final walk through, BUYER specifically releases the SELLER and Broker(s) of any liability.

BUYER'S Initials (TST) Date 1/7/11

SELLER'S Initials (JME) Date 1/7/11

PROPERTY ADDRESS: 102 E. Homestead Ave. Coeur d'Alene ID#: 43208338

22. SINGULAR AND PLURAL terms each include the other, when appropriate.

23. FORECLOSURE NOTICE: If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code § 45-1506) any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in § 45-525(5)(b), Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.

24. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE: BUYER and SELLER are hereby notified that, subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.

25. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

26. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

27. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

28. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

29. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

30. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

31. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

32. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

33. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

BUYER'S Initials (TST) () Date 1/7/11

SELLER'S Initials (JML) () Date 1/7/11

PROPERTY ADDRESS: 102 E. Homestead Ave. Coeur d'Alene ID#: 43208338

34. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

35. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

36. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing agency all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) on or before 15 Feb 2011.

The parties agree that the CLOSING AGENCY for this transaction shall be Pioneer title Company located at 100 Wallace Ave., Coeur d'Alene, ID 83814

If a long-term escrow / collection is involved, then the long-term escrow holder shall be NA

37. POSSESSION: BUYER shall be entitled to possession upon closing or date NA time 5:00 P.M. Property taxes and water assessments (using the last available assessment as a basis), rents, interest and reserves, liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of actual day of close

38. ASSIGNMENT: This Agreement and any rights or interests created herein may be sold, transferred or otherwise assigned.

39. ENTIRE AGREEMENT: This Agreement contains the entire Agreement of the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties respecting such matters. No warranties, including, without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

40. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

41. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

42. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 10 Jan 2011 at (Local Time in which PROPERTY is located) 5:00 P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

BUYER'S Initials (AT) () Date 1/7/11

SELLER'S Initials (JAC) () Date 1/7/11

PROPERTY ADDRESS: 102 E. Homestead Ave. Coeur d'Alene ID#: 43208338

43. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): 1 (one) (Specify number of BUYER addendum(s) attached.)

BUYER does not currently hold an active Idaho real estate license.

BUYER Signature [Signature]

BUYER (Print Name) Troy Tymesen, Finance Director/Treas

Date 1/7/11 Time 12:50 P.M.

Phone # 769-2221 Cell #

Address 710 Mullan Ave.

City Coeur d'Alene State ID Zip 83814

E-Mail troyt@cdaid.org

Fax #

BUYER does not currently hold an active Idaho real estate license.

BUYER Signature

BUYER (Print Name)

Date Time A.M. P.M.

Phone # Cell #

Address

City State Zip

E-Mail

Fax #

44. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 1

SELLER does not currently hold an active Idaho real estate license.

SELLER Signature [Signature]

SELLER (Print Name) J. Russell Doumas, CEO

Date 1/7/11 Time 2:00 P.M.

Phone # Cell #

Address 3327 W. Industrial Loop

City Coeur d'Alene State ID Zip 83815

E-Mail rdoumas@teshinc.com

Fax # 208-765-5105

CONTRACTOR REGISTRATION # (if applicable) NA

SELLER does not currently hold an active Idaho real estate license.

SELLER Signature

SELLER (Print Name)

Date Time A.M. P.M.

Phone # Cell #

Address

City State Zip

E-Mail

Fax #

CONTRACTOR REGISTRATION # (if applicable)

Addendum 1, Legal to RE21 dated
6 Jan 2011, ID#43208338Jan2011
102 E. Homestead, Coeur d'Alene, ID
Page 1 of 2

TST 1 17/11
9/12 11/7/11

DANIEL J. ENGLISH IP I 2896061020
KOOTENAI CO. RECORDER Page 1 of 1
AAA Date 04/28/2007 Time 15:09:27
REC-REG OF ALLIANCE TITLE COMPANY
RECORDING FEE: 3.00
2896061020 DD 5

QUITCLAIM DEED

ORDER NO.: 2020703288CF

FOR VALUE RECEIVED,

Tesh, Inc., an Idaho Corporation

Do(es) hereby convey, release, remise and forever quit claim unto

Tesh Properties I, an Idaho Corporation

whose current address is: 3803 Industrial Ave South
Coeur d'Alene, ID 83815

the following described premises:

That portion of the Southwest Quarter of the Northwest Quarter of Section 12,
Township 50 North, Range 4 West, Boise Meridian, described as follows:

Beginning at a point 1,306.23 feet North and 2,262.1 feet West of the Southeast
corner of the Northwest Quarter of Section 12, being a point on the South side of
Homestead Avenue; thence

West 100 feet; thence

South 251 feet; thence

East 100 feet; thence

North 251 feet to the Place of Beginning.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns
forever.

April 25, 2007

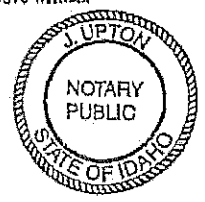
Gene Tanzey
Gene Tanzey, Director

Mike Patrick
Mike Patrick, Director

State of Idaho }
County of Kootenai } ss.

On this 25th day of April, in the year 2007, before me, a Notary Public in and
for said state, personally appeared Gene Tanzey and Mike Patrick
known to me to be the Directors of the Corporation, and acknowledged to me
that pursuant to a Resolution of the Board of Directors, they executed the foregoing in said Corporation
name.

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



J. Upton
Notary Public for the State of Idaho
Residing at: Post Falls, ID
Commission Expires: 9/3/08

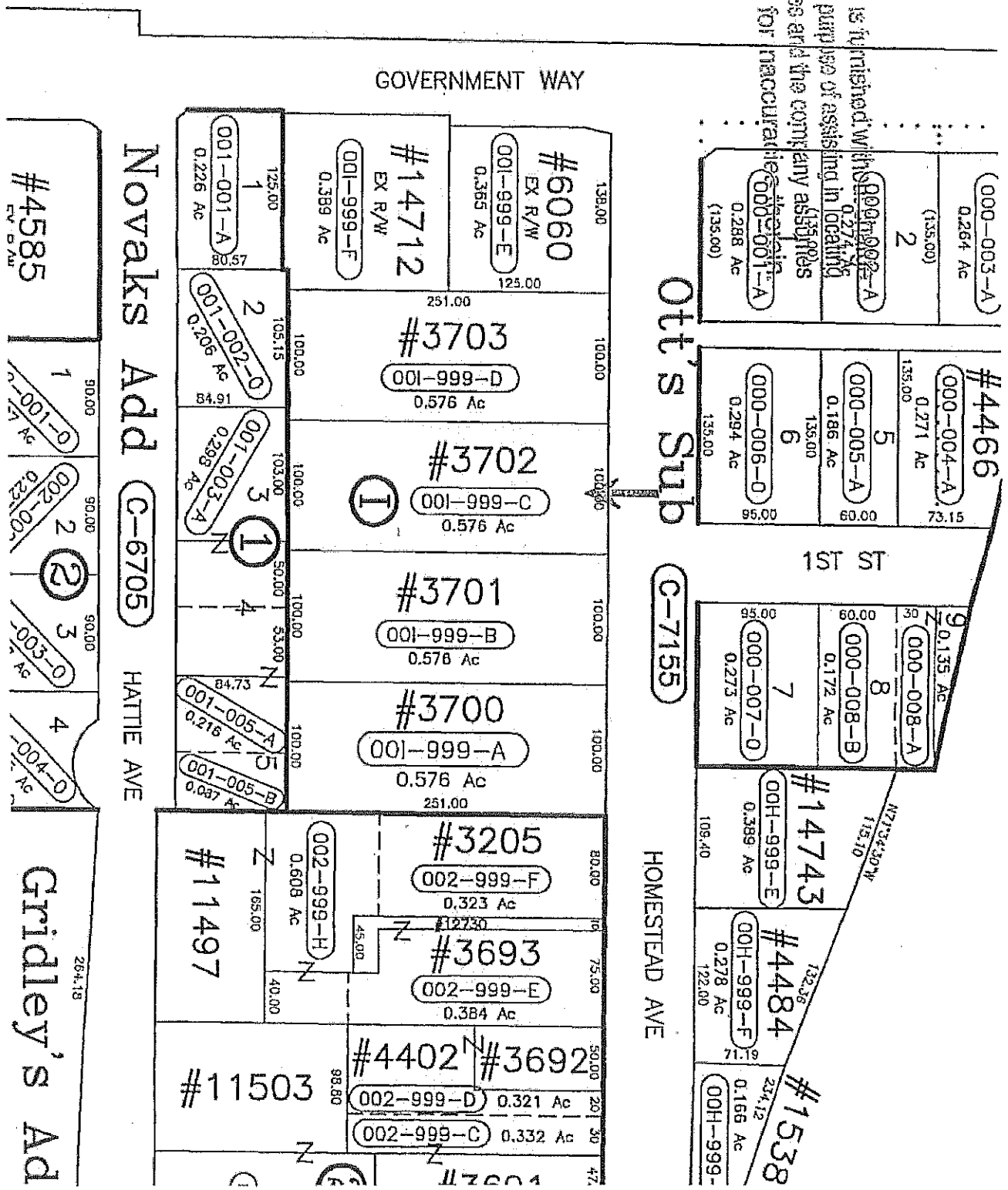
1/7/11
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11-24-95

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LE ROAD

This sketch is furnished with
 solely for the purpose of assisting in locating
 said premises and the company assumes
 no liability for inaccuracies





RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM



Seller's Name(s): TESH Properties 1

Date: 1/3/11

Property Address: 102 E. Homestead Ave., Coeur d'Alene, ID 83814

Section 55-2501, et seq., Idaho Code, requires **SELLERS** of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. **THE PURPOSE OF THE STATEMENT: This is a statement made by the SELLER of the conditions and information concerning the property known by the SELLER. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations, or verify representations, concerning the condition of the property.** Unless otherwise advised, the SELLER does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the SELLER possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential BUYER. Unless otherwise advised, the SELLER has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This disclosure is not a warranty** of any kind by the SELLER or by any agent representing the SELLER in this transaction. It is not a substitute for any inspections. The BUYER is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, SELLERS of such newly constructed and non-exempt existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

1. Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits
2. Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits
3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System					
Clothes Dryer					
Clothes Washer					
Dishwasher					
Disposal					
Refrigerator					
Kitchen Vent Fan/Hood					
Microwave Oven					
Oven(s)/ Range(s)/Cook top(s)					
Trash Compactor					
Freezer (chest or upright)					
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier					
Security System(s)					
Ceiling Fan(s)					
Garage Door Opener(s)/Control(s)					
Inside Telephone Wiring/Jacks					
Aluminum Wiring					
Intercom System					
Light Fixtures					
Sauna					
Smoke Detector(s)/Fire Alarm(s)					
Bath Vent Fan(s)					
220 Volt Outlet(s)					
TV Antenna/Dish/Controls					
Switches and Outlets					

SELLER NEVER LIVED IN PROPERTY

SELLER'S Initials (QMD) () Date 1/3/11

BUYER'S Initials (TST) () Date 1/3/11

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PROPERTY ADDRESS: 102 E. Homestead Ave., Coeur d'Alene, ID 83814

HEATING & COOLING SYSTEMS SECTION					None/Not Included	Working	Not Working	Do Not Know	Remarks
Attic Fan(s)									
Central Air Conditioning									
Room Air Conditioner(s)									
Evaporative Cooler(s)									
Fireplace(s)									
Fireplace Insert(s)									
Furnace/Heating System(s)									
Humidifier(s)									
Wood/Pellet Stove(s)									
Air Cleaner(s)									

MOISTURE & DRAINAGE CONDITIONS SECTION				Yes	No	Do Not Know	Remarks
Is the property located in a floodplain?							
Are you aware of any site drainage problems?							
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floors, walls, ceilings, siding, or basement, based on flooding; moisture seepage, moisture condensation, sewer overflow/ backup, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?							
Have you had the property inspected for the existence of any types of mold?							
If the property has been inspected for mold, is a copy of the inspection report available?							
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?							
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?							

SELLER NEVER LIVED IN PROPERTY

FUEL TANK SECTION	N/A ()	Propane ()	Oil ()	Diesel ()	Gasoline ()	Other ()
Location:						
In Use: ()						
Not In Use: ()						
Above Ground: ()						
Buried: ()						
Owned: ()						
Leased: ()						

WATER & SEWER SYSTEMS SECTION					None/Not Included	Working	Not Working	Do Not Know	Remarks
Hot Tub/Spa and Equipment									
Pool and Pool Equipment									
Plumbing System - Faucets and Fixtures									
Water Heater(s)									
Water Softener (owned)									
Water Softener (leased)									
Septic System									
Sump Pump/Lift Pump									
Landscape Sprinkler System									

WATER & SEWER SYSTEM TYPE SECTION					Public System	Community System	Private System	Cistern	Other
Domestic Water Provided By:									
Irrigation Water Provided By:									
Property Sewer Provided By:									
If Septic System, Date Last Pumped									

ROOF SECTION: Age (if known):				Yes	No	Do Not Know	Remarks
Is there present damage to the roof?							
Does the roof leak?							

SIDING SECTION: Age (if known):				Yes	No	Do Not Know	Remarks
Are there any problems with the siding?							

SELLER'S Initials (JD) (_____) Date 1/3/11 BUYER'S Initials (TST) (_____) Date 1/7/11

PROPERTY ADDRESS: 102 E. Homestead Ave., Coeur d'Alene, ID 83814

	Yes	No	Do Not Know	Remarks
HAZARDOUS CONDITIONS SECTION				
Are you aware of any asbestos or other toxic or hazardous materials on the property?				
Has the property ever been used as an illegal drug manufacturing site?				
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?				
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?				
Is there any damage due to wind, fire, or flood?				
OTHER DISCLOSURES SECTION				
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?				
Has the property been surveyed since you owned it?				
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local improvement district (LID) or zoning changes, etc.?				
Are there any structural problems with the improvements?				
Are there any structural problems with the foundation?				
Have any substantial additions or alterations been made without a building permit?				
Has the fireplace/wood stove/chimney/flue been inspected?				
Has the fireplace/wood stove/chimney/flue been cleaned?				
Have you ever filed a homeowner's insurance claim on the property?				
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION Please list any other existing problems that you know of concerning the property including legal, physical, product defects or others that are not already listed. (Use additional pages if necessary.)				
<i>Seller's Name: [Handwritten Signature]</i> [Handwritten Signature]				

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- A transfer to a beneficiary of a deed of trust by trustor in default:
- A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- A transfer from one (1) co-owner to one (1) or more other co-owners:
- A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3:
- A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- A transfer from a decedent's estate:

SELLER'S Initials (*JAR*) (_____) Date *11/3/11* BUYER'S Initials (*TST*) (_____) Date *1/7/11*

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PROPERTY ADDRESS: 102 E. Homestead Ave., Coeur d'Alene, ID 83814

The SELLER certifies that the information herein is true and correct to the best of the SELLER'S knowledge as of the date signed by the SELLER. The SELLER is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the SELLER regarding the condition of the property. No statement made herein is a statement of a SELLER'S agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. SELLER and BUYER also understand and acknowledge that SELLER in no way warrants or guarantees the above information regarding the property. SELLER and BUYER also understand and acknowledge that, unless otherwise specifically set forth, no agent of the SELLER is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrant or guarantee the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

J. Russell Dumas 11/3/11 SELLER DATE

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement, by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER'S right to rescind is waived.

BUYER 11/7/11 BUYER DATE

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form:

SELLER J. Russell Dumas, CEO DATE SELLER DATE

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER'S right to rescind is waived.

BUYER DATE BUYER DATE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based hazards is recommended prior to purchase.

Address or Legal Description of Subject Property: 102 E. Homestead Ave., Coeur d'Alene, ID 83814

SELLER'S DISCLOSURE (initial)

JRD (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JRD (b) Records and reports available to the seller (check one below):
 Seller has provided purchaser with all available records and reports pertaining to lead-based paint and/or lead-base paint hazards in the housing (list documents below):

 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

PURCHASER'S ACKNOWLEDGMENT (initial)

TST (c) Purchaser has received copies of all information listed above.
TST (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
TST (e) Purchaser has (check one below):
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

AGENT'S ACKNOWLEDGMENT (initial)

[Signature] (f) Agent has informed the seller of the seller's obligations under EPA Rules & Regulations and is aware of his/her responsibility to ensure compliance

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

J. Russell Dumas 1/7/10
 Seller J. Russell Dumas, CEO Date

[Signature] 1/7/11
 Purchaser Date

[Signature] 1/7/10
 Seller Date
[Signature] Richard J. Durvell 1/7/10
 Agent Date

[Signature] 1/7/11
 Purchaser Date
[Signature] 1/7/11
 Agent Date

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 April 1999

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For Your Protection: Get a Home Inspection

Name of Buyer(s) CITY of COEUR D'ALENE, IDAHO
Property Address 102 HOMESTEAD AVE, COEUR D'ALENE, ID

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

I/We choose to have a home inspection performed.

I/We choose not to have a home inspection performed.

X [Signature]
Signature & Date

1/7/11 X
Signature & Date

form HUD-92564-CN (12/03)



Idaho Association of REALTORS®
The Arts for Good Estates™ in Idaho

RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2010 EDITION
Page 1 of 6



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 ID# 37156128 DATE 7 Jan 2011

2 LISTING AGENCY WINDERMERE/COEUR D'ALENE REALTY Office Phone # 208-664-9221 Fax # 208-666-1435

3 Listing Agent Richard A Jurvelin E-Mail JURV@JURV.COM Phone # _____

4 SELLING AGENCY WINDERMERE/COEUR D'ALENE REALTY Office Phone # 208-664-9221 Fax # 208-666-1435

5 Selling Agent Richard A Jurvelin E-Mail JURV@JURV.COM Phone # _____

6 1. BUYER: City of Coeur d'Alene Idaho

7 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as

8 "PROPERTY" COMMONLY KNOWN AS 106 E. Homestead Ave

9 Coeur d'Alene City Kootenai County, ID, Zip 83814 legally described as: _____

10 Tax #s in Sec 12-50-04W, Tax#3701 Blk 1

11 OR Legal Description Attached as addendum # 1 (one) (Addendum must accompany original offer.)

12 2. \$ 350,000.00 PURCHASE PRICE: Three Hundred Fifty Thousand and Zero/100 DOLLARS,

13 payable upon the following TERMS AND CONDITIONS (not including closing costs):

14 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

15 (A). \$ 0.00 EARNEST MONEY: BUYER hereby deposits and Zero/100

16 DOLLARS as Earnest Money evidenced by: cash personal check cashier's check note (due date): NA

17 other NA and a receipt is hereby acknowledged. Earnest Money to be deposited in trust account

18 upon receipt, or upon acceptance by BUYER and SELLER and shall be held by: Listing Broker Selling Broker

19 other NA for the benefit of the parties hereto.

20 THE RESPONSIBLE BROKER SHALL BE: Windermere/Coeur d'Alene Realty

21 (B). ALL CASH OFFER: NO YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with "0" (ZERO). IF CASH
22 OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER
23 within _____ business days (five [5] if left blank) from the date of acceptance of this agreement by all parties, evidence of sufficient funds and/or proceeds
24 necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement or contract(s) for
25 the sale of BUYER'S current residence or other property to be sold.

26 (C). \$ 0.00 NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

27 FIRST LOAN of \$ 0.00 not including mortgage insurance, through CONVENTIONAL, IHFA, RURAL

28 DEVELOPMENT, OTHER NA with interest not to exceed NA % for a period of

29 NA year(s) at: Fixed Rate Other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay

30 no more than NA point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

31 SECOND LOAN of \$ 0.00 with interest not to exceed NA % for a period of NA year(s) at: Fixed Rate

32 Other NA. BUYER shall pay no more than NA point(s) plus origination fee if any. SELLER shall pay no more than

33 NA point(s). Any reduction in points shall first accrue to the benefit of the BUYER SELLER Divided Equally N/A.

34 LOAN APPLICATION: BUYER has applied shall apply for such loan(s) within NA business days (five [5] if left blank) of SELLER'S acceptance.
35 Within NA business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation
36 showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to
37 close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If such
38 written confirmation is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying
39 BUYER(S) in writing of such cancellation within NA business days (three [3] if left blank) after written confirmation was required. If SELLER does not
40 cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval
41 and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld. If an appraisal is
42 required by lender, the PROPERTY must appraise at not less than purchase price or BUYER'S Earnest Money may be returned at BUYER'S
43 request. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this
44 Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

45 (D). \$ 0.00 FINANCING:

46 Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

47 Additional financial terms are contained in a financing addendum of same date, attached hereto, signed by both parties.

48 (E). \$ 350,000.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING: (Not including closing costs) Cash at closing to be paid by

49 BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

50 4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which
51 must be satisfied prior to closing a. Seller to provide copies of lease agreements for review and approval within 10 days of
52 acceptance of offer. b. Rents and deposits to be prorated and credited to Buyer at close. c. Subject to approval by the
53 following entities: Coeur d'Alene City Council in Idaho Housing and Finance Administration (IHFA). d. Seller to provide
54 property management service at \$95.00/month up to six months from close until new organization is approved by IHFA.

BUYER'S Initials (TST) (_____) Date 1/7/11

SELLER'S Initials (RRD) (_____) Date 1/7/11

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PROPERTY ADDRESS: 106 E. Homestead Ave Coeur d'Alene ID#: 37156128

5. SECTION 1031 TAX DEFERRED EXCHANGE: By checking either or both of the boxes that follow, it is hereby acknowledged by the parties that the [] Buyer, [] Seller intends to use the purchase and sale of the PROPERTY as an integral part of a tax deferred like-kind exchange as allowed under Section 1031 of the Internal Revenue Code (the "Exchange").

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens. These include, but are not limited to, all seller-owned attached floor coverings, attached television antennae, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: Range/oven per unit (7 total), refrigerator per unit (7 total). 2 each commercial washers, 2 each commercial dryers; garden shed

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: NA

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by [X] warranty deed [] special warranty deed or [] na deed, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Prior to closing the transaction, [X] SELLER or [] BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have 5 business days (five [5] if left blank) from receipt of the preliminary commitment or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment.

(B). TITLE COMPANY: The parties agree that Pioneer Title Company located at 100 Wallace Ave, Coeur d'Alene, ID 83814 shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. SQUARE FOOTAGE VERIFICATION: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE REAL PROPERTY OR IMPROVEMENTS IS APPROXIMATE. IF SQUARE FOOTAGE IS MATERIAL TO THE BUYER, IT MUST BE VERIFIED DURING THE INSPECTION PERIOD.

10. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 14, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have 10 business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 14) to review and approve of any such CC&Rs that may affect the PROPERTY.

11. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

BUYER'S Initials (TST) () Date 1/7/11 SELLER'S Initials (JAP) () Date 1/7/11

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PROPERTY ADDRESS: 106 E. Homestead Ave Coeur d'Alene ID#: 37156128

12. MINERAL RIGHTS: Any and all mineral rights appurtenant to the property are included in and are part of the sale of this property unless otherwise agreed to by the parties in writing.

13. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the property are included in and are a part of the sale of this property unless otherwise agreed to by the parties in writing.

14. INSPECTION/DUE DILIGENCE:

(A). BUYER shall have the right to conduct due diligence inspections, investigations, tests, surveys and other studies at BUYER'S expense unless otherwise indicated below or agreed upon in writing by the parties. BUYER chooses [X] to have inspection(s) [] not to have inspection(s). If BUYER chooses not to have inspection, skip the remainder of this Section 14. BUYER shall, within 15 business days (thirty [30] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items. BUYER is strongly advised to exercise these rights and to make BUYER's own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. The closing of this transaction is conditioned upon BUYER's satisfaction or waiver of the following contingencies.

Table with 10 columns: INSPECTION ITEM; COSTS PAID BY, BUYER, SELLER, SHARED EQUALLY, N/A, INSPECTION ITEM; COSTS PAID BY, BUYER, SELLER, SHARED EQUALLY, N/A. Rows include Environmental inspection (Phase I, II, III), Survey, Water Rights, Flood Zone Hazard, Soil(s) and Percolation Test(s), Hazardous Waste report(s), Other substances hazardous to human health, Review of seller's relevant business documents, Utilities and Zoning Studies, Pest, dry rot & structural inspection(s), Compliance with American With Disabilities Act, Well/Septic.

[X] The following documents and materials shall be provided by the SELLER to the BUYER as part of the BUYER'S inspection/due diligence: Lease agreements; tax credit documents, current seller/IHFA agreements & documents as applicable

(B). SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

- 1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct.
2). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, BUYER shall provide to SELLER pertinent section(s) of written inspection reports. SELLER shall have 5 business days (five [5] if left blank) in which to respond in writing. SELLER, at their option, may correct the items as specified by BUYERS in their letter or may elect not to do so. If SELLER agrees to correct the items asked for in BUYER'S letter, then both parties agree that they will continue with the transaction and proceed to closing. This will remove BUYER'S inspection contingency.
3). If SELLER elects not to correct the disapproved items, or does not respond in writing within the strict time period specified, then the BUYER(S) have the option of either continuing the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within 5 business days (five [5] if left blank) that they will not continue with the transaction and demand the return of their Earnest Money.
4). If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items with SELLER has otherwise agreed in writing to repair or correct. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law.

15. RESIDENTIAL PROPERTY CONDITION DISCLOSURE: Idaho Code §55-2501 et seq. requires that any person intending to transfer "residential real property" deliver to the transferee or his agent, within ten (10) calendar days of the acceptance of an offer to purchase, a SELLER PROPERTY CONDITION DISCLOSURE FORM. "Residential real property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. The property [] is [X] is not subject to the Property Condition Disclosure Act.

16. CONDITION OF PROPERTY AT CLOSING: Upon expiration of the Inspection/Due Diligence period and thereafter, BUYER agrees to purchase the PROPERTY in as-is-condition, where is, with all faults and with no further repairs required unless otherwise agreed upon by the parties in writing. BUYER will assume all obligations with respect to the PROPERTY. SELLER shall maintain the PROPERTY until the closing in its present condition, ordinary wear and tear excepted.

BUYER'S Initials (TAT) () Date 1/7/11

SELLER'S Initials (JAW) () Date 1/7/11

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PROPERTY ADDRESS: 106 E. Homestead Ave Coeur d'Alene ID#: 37156128

17. LEAD-BASED PAINT DISCLOSURE: Properties that meet the criteria of "target housing" require certain disclosures regarding lead-based paint hazards. The term lead-based paint hazard is intended to identify lead-based paint and all residential lead-containing dusts and soils regardless of the source of the lead.

The subject property is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. If yes, BUYER hereby acknowledges the following: (a) BUYER has been provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home," (b) receipt of the Seller's Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said property, (c) that this contract is contingent upon BUYERS right to have the property tested for lead-based paint hazards to be completed no later than na or the contingency will terminate, (d) that BUYER hereby waives does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the property, BUYER has the right to cancel the contract subject to the option of SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is cancelled under this clause, BUYER's earnest money deposit will be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

18. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of BUYER.

19. ADDITIONAL COSTS: The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances.

Table with 10 columns: COSTS, BUYER, SELLER, SHARED EQUALLY, N/A, COSTS, BUYER, SELLER, SHARED EQUALLY, N/A. Rows include Appraisal fee, Long term Escrow fees, Closing fee, Additional Title Ins., Water Rights, Flood certification / tracking fee, Title Ins. Standard Coverage owners policy, Lenders Extended Policy, Attorney contract preparation and/or review fee.

SELLER agrees to pay up to EITHER na % (N/A if left blank) of the purchase price OR \$ na (N/A if left blank) of lender-approved BUYER'S closing costs, lender fees, and prepaid costs which includes but is not limited to those items in BUYER columns marked above.

SELLER agrees to pay up to \$ na (\$0 if left blank) of lender required repair costs only.

BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

20. ESCROW/COLLECTION: If a long-term escrow/collection is involved, then the escrow/collection holder shall be na. Each party agrees to pay one-half of escrow/collection fees and escrow setup fees.

21. CLOSING AGENCY: The Closing Agency for this transaction shall be Pioneer Title Company located at 100 Wallace Ave., Coeur d'Alene, ID 83814.

22. CLOSING DATE: On or before the closing date, BUYER and SELLER shall deposit with the Closing Agency all funds and instruments necessary to complete the sale. The closing date shall be no later than or on or before 15 Feb 2011. "Closing Date" means the date on which all documents are either recorded or accepted by an escrow/collection agency and the sale proceeds are available to SELLER.

23. POSSESSION/PRORATION: BUYER shall be entitled to possession UPON CLOSING or DATE na TIME 5:00 AM PM. Taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserve on liens, encumbrances or obligations assumed, fuel in fuel tank, and utilities shall be prorated as of the day of closing or na. Any tenant deposits held by SELLER shall be credited to BUYER at closing.

24. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

25. FACSIMILE TRANSMISSION: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

BUYER'S Initials (TBT) () Date 1/7/11 SELLER'S Initials (JMC) () Date 1/7/11

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PROPERTY ADDRESS: 106 E. Homestead Ave Coeur d'Alene ID#: 37156128

239 26. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
240 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized
241 by the state of Idaho as found in Idaho Code §73-108. The time in which any act required under this agreement is to be performed shall be computed by
242 excluding the date of execution and including the last day. The first day shall be the day after the date of execution. If the last day is a legal holiday, then the
243 time for performance shall be the next subsequent business day.

244 27. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
245 PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed
246 shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference
247 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

248 28. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated
249 damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make
250 demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker
251 on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees,
252 inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker,
253 provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed to commission. SELLER and BUYER specifically
254 acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and
255 such shall not be considered a penalty or forfeiture. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs
256 incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of Brokerage fee, title
257 insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the
258 matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be
259 returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, Brokerage fees and attorney's
260 fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

261 29. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
262 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
263 on appeal.

264 30. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination of this contract, BUYER and SELLER agree that in the event
265 of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, unless mutual written instructions are received by the
266 holder of the Earnest Money and things of value, Broker or closing agency shall not be required to take any action but may await any proceeding, or at
267 Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent
268 jurisdiction and shall recover court costs and reasonable attorney's fees.

269 31. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or
270 unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

271 32. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two
272 identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies
273 shall together constitute one and the same instrument.

274 33. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

275 34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the
276 brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- 277 [] A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
278 [] B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
279 [] C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT
280 acting solely on behalf of the BUYER(S).
281 [X] D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- 282 [X] A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
283 [] B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
284 [] C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT
285 acting solely on behalf of the SELLER(S).
286 [] D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

287 Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho
288 real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy
289 was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A
290 BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

291 35. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this
292 agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

BUYER'S Initials (TJT) () Date 1/7/11 SELLER'S Initials (JAE) () Date 1/7/11

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National Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved.

PROPERTY ADDRESS: 106 E. Homestead Ave Coeur d'Alene ID#: 37156128

36. ASSIGNMENT: This Agreement and any rights or interests created herein may be sold, transferred or otherwise assigned.

37. ENTIRE AGREEMENT: This Agreement, including any Addendums or exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability or representations have been made or shall be binding upon either party unless herein set forth.

38. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

39. ACCEPTANCE: This offer is made subject to the acceptance of SELLER and BUYER on or before (Date) 10 Jan 2011 at (Local Time in which PROPERTY is located) 5:00 P.M. If acceptance of this Agreement is not received within the time specified, the offer is withdrawn and the entire Earnest Money, if any, shall be refunded to BUYER on demand.

40. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S): 1 (one) (Specify number of BUYER addendum(s) attached.)

BUYER does not currently hold an active Idaho real estate license.

BUYER Signature [Signature]

BUYER (Print Name) Troy Tymesen, Finance Director/Treasurer

Date 1/7/11 Time 12:52 P.M.

Phone # 769-2221 Cell #

Address 710 Mullan Ave

City Coeur d'Alene State ID Zip 83814

E-Mail troyt@cdaid.org

Fax #

BUYER does not currently hold an active Idaho real estate license.

BUYER Signature

BUYER (Print Name)

Date Time A.M. P.M.

Phone # Cell #

Address

City State Zip

E-Mail

Fax #

41. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # 1 - legal

SELLER does not currently hold an active Idaho real estate license.

SELLER Signature [Signature]

SELLER (Print Name) Russell Doumas, CEO, TESH

Date 1/7/11 Time 2:00 P.M.

Phone # Cell #

Address 3327 W. Industrial Loop

City Coeur d'Alene State ID Zip 83815

E-Mail rdoumas@teshinc.com

Fax # 208-765-3817

CONTRACTOR REGISTRATION # (if applicable) NA

SELLER does not currently hold an active Idaho real estate license.

SELLER Signature

SELLER (Print Name) NA

Date Time A.M. P.M.

Phone # Cell #

Address

City State Zip

E-Mail

Fax #

CONTRACTOR REGISTRATION # (if applicable)

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Addendum 1, Legal to RE21 dated
6 Jan 2011, ID#37156128
106 E. Homestead, Coeur d'Alene, ID
Page 1 of 2

DANIEL J. ENGLISH 2P I 209182000
KOOTENAI CO. RECORDER Page 1 of 2
AAA Date 04/02/2007 Time 16:49:00
REC-REQ OF ALLIANCE TITLE COMPANY
RECORDING FEE: 6.00
209182000 DD 10

TST / 1/17/11
JAD 1/17/11
QUITCLAIM DEED

FOR VALUE RECEIVED,

HOMESTEAD LIMITED PARTNERSHIP

Do(es) hereby convey, release, remise and forever quit claim unto

TESH, INC., an Idaho Corporation

whose current address is::

3803 Industrial Ave S Coeur d'Alene, ID 83814

the following described premises:

A part of the Southwest Quarter of the Northwest Quarter of Section 12, Township 50 North, Range 4 W.B.M. described as follows:
Beginning at a point 1306.23 feet North and 2162.1 feet West of the Southeast corner of the Northwest Quarter of Section 12, being a point on the South side of Homestead Avenue; thence West 100 feet; thence South 251 feet; thence East 100 feet; thence North 251 feet to the place of beginning.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

March 30, 2007

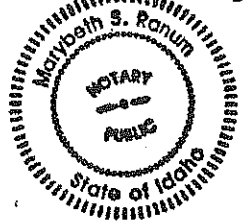
Russ Doumas
Russ Doumas, General Partner

Russell Doumas
RUSSELL DOUMAS, General Partner

State of Idaho }
County of Kootenai } ss.

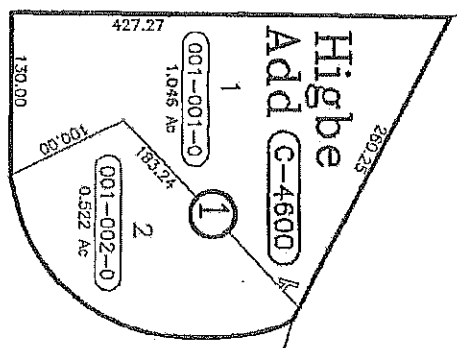
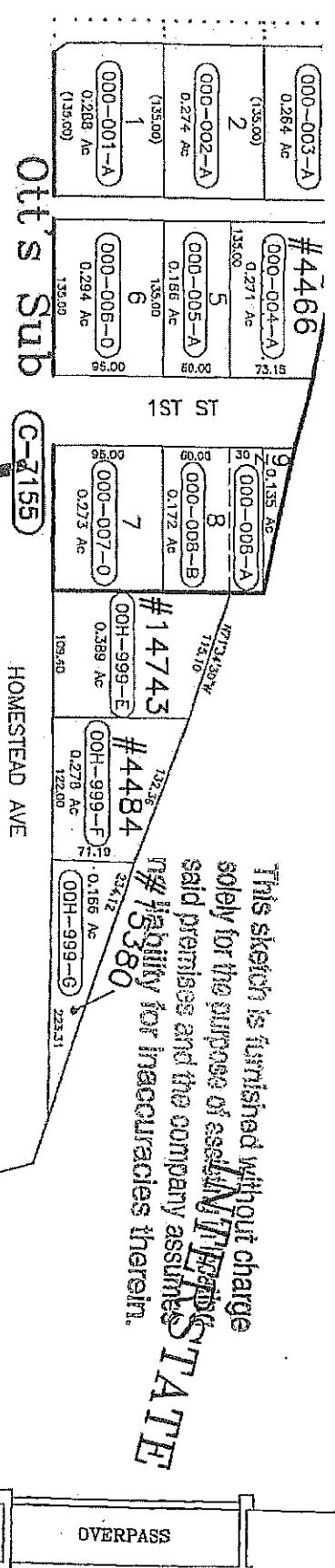
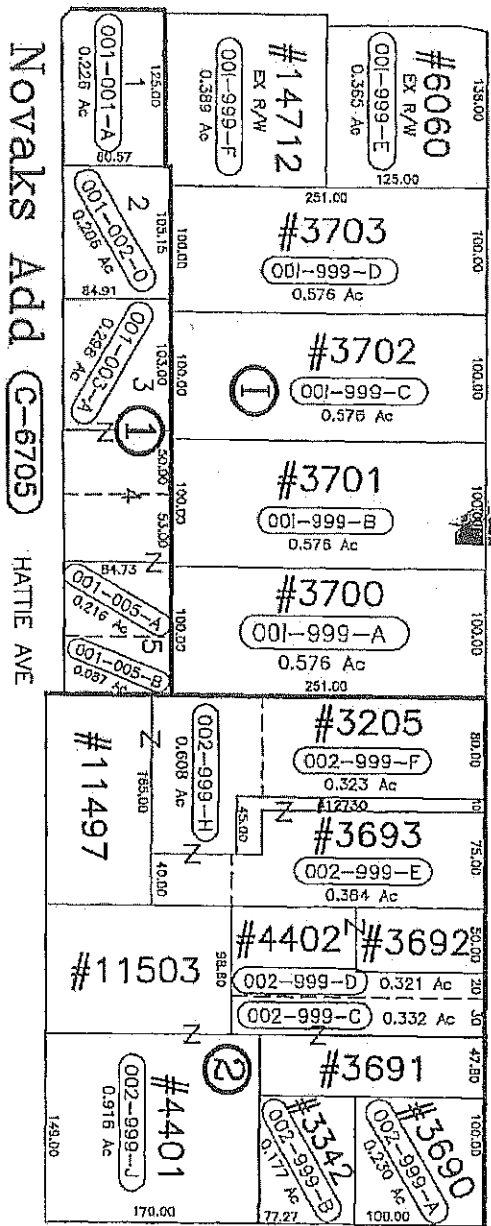
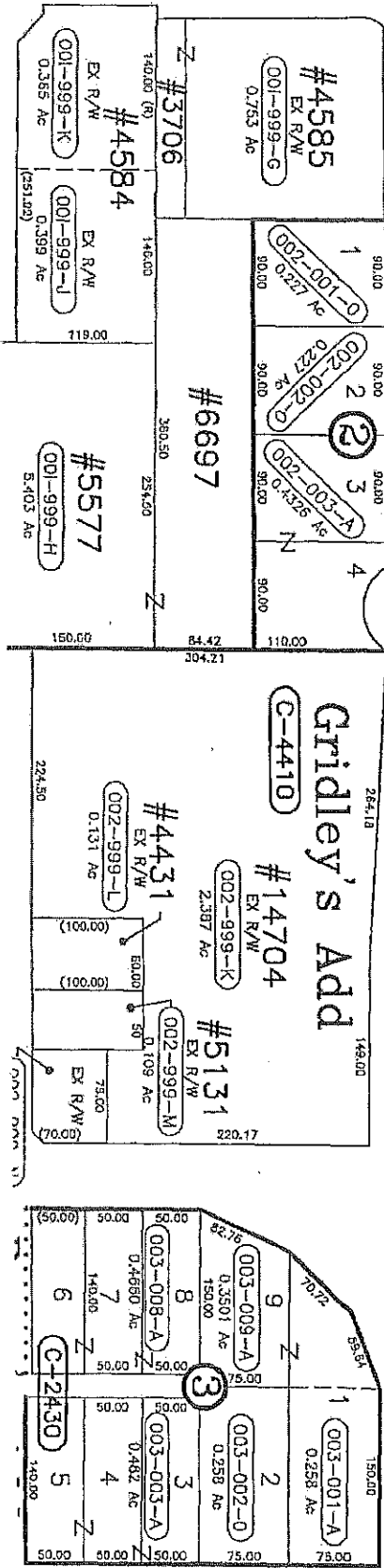
On this 30th day of March, in the year 2007, before me, a Notary Public in and for said state, personally appeared Russ Doumas, known or identified to me to be the person(s) whose name(s) subscribed to the within instrument as General Partner for Homestead Limited Partnership and acknowledged to me that he/she/they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

SEE FOLLOWING PAGE



Molybeth S. Rahum
Notary Public for the State of Idaho
Residing at: Coeur d'Alene, Idaho
Commission Expires: 8-28-06

1/7/11
 1/7/11
 9AD



This sketch is furnished without charge
 solely for the purpose of assisting
 said premises and the company assumes
 no liability for inaccuracies therein.

OVERPASS



RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM



Seller's Name(s): TESH Inc Properties 1, (by Russell Doumas, CEO) Date: 4 May 2010
 Property Address: 106 E. Homestead Ave., Coeur d'Alene, ID 83814 (Street side bldg)

Section 55-2501, et seq., Idaho Code, requires SELLERS of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. THE PURPOSE OF THE STATEMENT: This is a statement made by the SELLER of the conditions and information concerning the property known by the SELLER. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the SELLER does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the SELLER possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential BUYER. Unless otherwise advised, the SELLER has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This disclosure is not a warranty of any kind by the SELLER or by any agent representing the SELLER in this transaction. It is not a substitute for any inspections. The BUYER is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, SELLERS of such newly constructed and existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

- Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits
- Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits
- Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System	X				
Clothes Dryer		X			2 dryers 1 gas 1 electric
Clothes Washer		X			2 washer both electric
Dishwasher		X			3 units
Disposal		X			3 units
Refrigerator		X			3 units
Kitchen Vent Fan/Hood		X			
Microwave Oven	X				
Oven(s)/ Range(s)/Cook top(s)		X			
Trash Compactor	X				
Freezer (chest or upright)	X				
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier	X				
Security System(s)	X				
Ceiling Fan(s)	X				
Garage Door Opener(s)/Control(s)	X				
Inside Telephone Wiring/Jacks		X			
Aluminum Wiring				X	
Intercom System	X				
Light Fixtures		X			
Sauna	X				
Smoke Detector(s)/Fire Alarm(s)		X			
Bath Vent Fan(s)		X			
220 Volt Outlet(s)		X			
TV Antenna/Dish/Controls		X			1 unit wired w/ DirectV
Switches and Outlets		X			

SELLER'S Initials RD (5/4/10) Date BUYER'S Initials (TJT) () Date 1/7/11

PROPERTY ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

HEATING & COOLING SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks
Attic Fan(s)			X			Vents
Central Air Conditioning		X				
Room Air Conditioner(s)		X				
Evaporative Cooler(s)		X				
Fireplace(s)		X				
Fireplace Insert(s)		X				
Furnace/Heating System(s)			X			
Humidifier(s)		X				
Wood/Pellet Stove(s)		X				
Air Cleaner(s)		X				

MOISTURE & DRAINAGE CONDITIONS SECTION		Yes	No	Do Not Know	Remarks
Is the property located in a floodplain?			X		
Are you aware of any site drainage problems?			X		
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floors, walls, ceilings, siding, or basement, based on flooding; moisture seepage, moisture condensation, sewer overflow/ backup, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?		X			Apt. 1 - repaired
Have you had the property inspected for the existence of any types of mold?		X			none found
If the property has been inspected for mold, is a copy of the inspection report available?				X	
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?			X		
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?		X			Apt 2 repaired

FUEL TANK SECTION	N/A (X)	Propane ()	Oil ()	Diesel ()	Gasoline ()	Other ()
Location:	Size:					
In Use: ()	Not In Use: ()	Above Ground: ()	Buried: ()	Owned: ()	Leased: ()	

WATER & SEWER SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks
Hot Tub/Spa and Equipment		X				
Pool and Pool Equipment		X				
Plumbing System - Faucets and Fixtures			X			
Water Heater(s)			X			
Water Softener (owned)		X				
Water Softener (leased)		X				
Septic System		X				
Sump Pump/Lift Pump		X				
Landscape Sprinkler System			X	X		Lawn working / Embankment - 2 utility lines not

WATER & SEWER SYSTEM TYPE SECTION		Public System	Community System	Private System	Cistern	Other
Domestic Water Provided By:		X				
Irrigation Water Provided By:		X				
Property Sewer Provided By:		X				
If Septic System, Date Last Pumped						

ROOF SECTION: Age (if known):		Yes	No	Do Not Know	Remarks
Is there present damage to the roof?			X		Some fascia needs replaced
Does the roof leak?			X		

SIDING SECTION: Age (if known):		Yes	No	Do Not Know	Remarks
Are there any problems with the siding?			X		

SELLER'S Initials (JLO) () Date 5/4/10 BUYER'S Initials (JST) () Date 1/7/11

PROPERTY ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

HAZARDOUS CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Are you aware of any asbestos or other toxic or hazardous materials on the property?		X		
Has the property ever been used as an illegal drug manufacturing site?		X		
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?		X		
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?	X			A yearly preventative spray for spiders
Is there any damage due to wind, fire, or flood?		X		
OTHER DISCLOSURES SECTION	Yes	No	Do Not Know	Remarks
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?		X		
Has the property been surveyed since you owned it?				
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local improvement district (LID) or zoning changes, etc.?		X		
Are there any structural problems with the improvements?		X		
Are there any structural problems with the foundation?		X		
Have any substantial additions or alterations been made without a building permit?		X		
Has the fireplace/wood stove/chimney/flue been inspected?		X		N/A
Has the fireplace/wood stove/chimney/flue been cleaned?		X		N/A
Have you ever filed a homeowner's insurance claim on the property?		X		
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION: Please list any other existing problems that you know of concerning the property including legal, physical, product defects or others that are not already listed. (Use additional pages if necessary.)				

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- A transfer to a beneficiary of a deed of trust by trustor in default:
- A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- A transfer from one (1) co-owner to one (1) or more other co-owners:
- A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3:
- A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- A transfer from a decedent's estate:

SELLER'S Initials (JRD) () Date 5/4/10 BUYER'S Initials (JST) () Date 1/7/11

PROPERTY ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

The SELLER certifies that the information herein is true and correct to the best of the SELLER'S knowledge as of the date signed by the SELLER. The SELLER is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the SELLER regarding the condition of the property. No statement made herein is a statement of a SELLER'S agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. SELLER and BUYER also understand and acknowledge that SELLER in no way warrants or guarantees the above information regarding the property. SELLER and BUYER also understand and acknowledge that, unless otherwise specifically set forth, no agent of the SELLER is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrant or guarantee the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

[Signature] 4 May 2010
SELLER Russell Doumas, CEO, TESH DATE SELLER NA DATE

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement, by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER'S right to rescind is waived.

[Signature] 1/7/11
BUYER DATE BUYER DATE

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form:

SELLER Russell Doumas, CEO, TESH DATE SELLER NA DATE

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER'S right to rescind is waived.

BUYER DATE BUYER DATE



RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM



Seller's Name(s): TESH Inc Properties 1, (by Russell Doumas, CEO) Date: 4 May 2010
 Property Address: 106 E. Homestead Ave., Coeur d'Alene, ID 83814 (Off street bldg)

Section 55-2501, et seq., Idaho Code, requires SELLERS of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. THE PURPOSE OF THE STATEMENT: This is a statement made by the SELLER of the conditions and information concerning the property known by the SELLER. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the SELLER does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the SELLER possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential BUYER. Unless otherwise advised, the SELLER has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This disclosure is not a warranty of any kind by the SELLER or by any agent representing the SELLER in this transaction. It is not a substitute for any inspections. The BUYER is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, SELLERS of such newly constructed and existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

1. Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits
2. Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits
3. Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?
 Yes No Do Not Know The property is already within city limits

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System	<input checked="" type="checkbox"/>				
Clothes Dryer		<input checked="" type="checkbox"/>			Property Laundry Room
Clothes Washer		<input checked="" type="checkbox"/>			
Dishwasher		<input checked="" type="checkbox"/>			4 units
Disposal		<input checked="" type="checkbox"/>			4 units
Refrigerator		<input checked="" type="checkbox"/>			4 units
Kitchen Vent Fan/Hood		<input checked="" type="checkbox"/>			
Microwave Oven	<input checked="" type="checkbox"/>				
Oven(s)/ Range(s)/Cook top(s)		<input checked="" type="checkbox"/>			4 units
Trash Compactor	<input checked="" type="checkbox"/>				
Freezer (chest or upright)	<input checked="" type="checkbox"/>				
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier	<input checked="" type="checkbox"/>				
Security System(s)	<input checked="" type="checkbox"/>				
Ceiling Fan(s)	<input checked="" type="checkbox"/>				
Garage Door Opener(s)/Control(s)	<input checked="" type="checkbox"/>				
Inside Telephone Wiring/Jacks		<input checked="" type="checkbox"/>			
Aluminum Wiring				<input checked="" type="checkbox"/>	
Intercom System	<input checked="" type="checkbox"/>				
Light Fixtures		<input checked="" type="checkbox"/>			
Sauna	<input checked="" type="checkbox"/>				
Smoke Detector(s)/Fire Alarm(s)		<input checked="" type="checkbox"/>			
Bath Vent Fan(s)		<input checked="" type="checkbox"/>			
220 Volt Outlet(s)		<input checked="" type="checkbox"/>			5 stove
TV Antenna/Dish/Controls		<input checked="" type="checkbox"/>			1 unit wiring for DirecTV
Switches and Outlets		<input checked="" type="checkbox"/>			

SELLER'S Initials JLD () Date 5/4/10 BUYER'S Initials TST () Date 1/7/11

PROPERTY ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

HEATING & COOLING SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Attic Fan(s)		X			Vents
Central Air Conditioning	X				
Room Air Conditioner(s)	X				
Evaporative Cooler(s)	X				
Fireplace(s)	X				
Fireplace Insert(s)	X				
Furnace/Heating System(s)		X			
Humidifier(s)	X				
Wood/Pellet Stove(s)	X				
Air Cleaner(s)	X				

MOISTURE & DRAINAGE CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Is the property located in a floodplain?		X		
Are you aware of any site drainage problems?		X		
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floors, walls, ceilings, siding, or basement, based on flooding, moisture seepage, moisture condensation, sewer overflow/ backup, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?		X		
Have you had the property inspected for the existence of any types of mold?		X		
If the property has been inspected for mold, is a copy of the inspection report available?		X		
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?		X		
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?		X		

FUEL TANK SECTION	N/A (X)	Propane ()	Oil ()	Diesel ()	Gasoline ()	Other ()
Location:	Size:					
In Use: ()	Not In Use: ()	Above Ground: ()	Buried: ()	Owned: ()	Leased: ()	

WATER & SEWER SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Hot Tub/Spa and Equipment	X				
Pool and Pool Equipment	X				
Plumbing System - Faucets and Fixtures	X				
Water Heater(s)		X			
Water Softener (owned)	X				
Water Softener (leased)	X				
Septic System	X				
Sump Pump/Lift Pump	X				
Landscape Sprinkler System		X			Same as 1st bldg

WATER & SEWER SYSTEM TYPE SECTION	Public System	Community System	Private System	Cistern	Other
Domestic Water Provided By:	X				
Irrigation Water Provided By:	X				
Property Sewer Provided By:	X				
If Septic System, Date Last Pumped					

ROOF SECTION: Age (if known):	Yes	No	Do Not Know	Remarks
Is there present damage to the roof?		X		Some fascia needs replaced
Does the roof leak?		X		
SIDING SECTION: Age (if known):				
Are there any problems with the siding?		X		

SELLER'S Initials (JAB) () Date 5/4/10 BUYER'S Initials (JST) () Date 1/7/11

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PROPERTY ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

HAZARDOUS CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Are you aware of any asbestos or other toxic or hazardous materials on the property?		X		
Has the property ever been used as an illegal drug manufacturing site?		X		
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?		X		
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?				4 yearly preventative spray for spiders
Is there any damage due to wind, fire, or flood?				
OTHER DISCLOSURES SECTION	Yes	No	Do Not Know	Remarks
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?		X		
Has the property been surveyed since you owned it?		X		
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local improvement district (LID) or zoning changes, etc.?		X		
Are there any structural problems with the improvements?		X		
Are there any structural problems with the foundation?		X		
Have any substantial additions or alterations been made without a building permit?		X		
Has the fireplace/wood stove/chimney/flue been inspected?		X		
Has the fireplace/wood stove/chimney/flue been cleaned?		X		
Have you ever filed a homeowner's insurance claim on the property?		X		
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION: Please list any other existing problems that you know of concerning the property including legal, physical, product defects or others that are not already listed. (Use additional pages if necessary.)				

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- A transfer to a beneficiary of a deed of trust by trustor in default:
- A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- A transfer from one (1) co-owner to one (1) or more other co-owners:
- A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3:
- A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- A transfer from a decedent's estate:

SELLER'S Initials (JLD) () Date 5/4/10 BUYER'S Initials (JST) () Date 1/2/11

PROPERTY ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

The SELLER certifies that the information herein is true and correct to the best of the SELLER'S knowledge as of the date signed by the SELLER. The SELLER is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the SELLER regarding the condition of the property. No statement made herein is a statement of a SELLER'S agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. SELLER and BUYER also understand and acknowledge that SELLER in no way warrants or guarantees the above information regarding the property. SELLER and BUYER also understand and acknowledge that, unless otherwise specifically set forth, no agent of the SELLER is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrant or guarantee the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

SELLER Russell Doumas, CEO, TESH DATE 4 May 2010 SELLER NA DATE

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement, by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER'S right to rescind is waived.

BUYER DATE 11/7/11 BUYER DATE

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form:

SELLER Russell Doumas, CEO, TESH DATE SELLER NA DATE

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER'S rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER'S right to rescind is waived.

BUYER DATE BUYER DATE



Idaho Association of REALTORS®
The Best for Best Estates™ in Idaho

RE-40 FAIR HOUSING ADVISORY MULTI-FAMILY HOUSING (4 or More Units)

JULY 2010 EDITION

Page 1 of 1



1 The property located at (insert address) 106 E. Homestead Ave., Coeur d'Alene, ID 83814
2 was completed and opened for occupancy after March 13, 1991. As a consequence, the property is subject to the Federal
3 Fair Housing Act. The Federal Fair Housing Act requires that all multi-family dwellings consisting of four or more units which
4 were completed for occupancy after March 13, 1991 comply with the Fair Housing Accessibility Guidelines. The guidelines
5 contain exemptions for some structures which may or may not be applicable to this property. These guidelines have been
6 prepared by the U.S. Department of Housing and Urban Development.

7
8 If you have any questions as to whether the property in question complies with these guidelines, you should consult an
9 attorney to assist you in making this determination. The property may also be subject to Section 504 of the Rehabilitation Act
10 of 1973 and the American with Disabilities Act.

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R. Russell Doumas
SELLER Russell Doumas, CEO, TESH DATE 1/7/11

[Signature]
BUYER DATE 1/7/11

SELLER NA DATE BUYER DATE

[Signature]
LISTING AGENT Richard A Jurvelin DATE

[Signature]
SELLING AGENT Richard A Jurvelin DATE 6 JAN 11

For Your Protection: Get a Home Inspection

Name of Buyer(s) CITY of COEUR D'ALENE, IDAHO
Property Address 106 E. WHESTEAD AVE, COEUR D'ALENE, ID

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

I/we choose to have a home inspection performed.

I/we choose not to have a home inspection performed.

X [Signature]
Signature & Date

1/7/11 X
Signature & Date

Right Now You Are a Customer

All real estate consumers are "Customers" under Idaho law unless a representation agreement is signed. (A real estate licensee working with a customer is called a "Non-Agent".) The law requires all real estate licensees to provide the following "Customer level" services, to everyone:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts in good faith and with honesty and reasonable care;
- Properly account for money or other property you place in the licensee's care;
- Disclose "adverse material facts" to you which are, or should be, within the licensee's knowledge. These are facts that would significantly affect the desirability or value of the property to a reasonable person, and facts that indicate to a reasonable person that one of the parties cannot, or will not, complete obligations of the contract.

Remember!
Unless you enter a written agreement for Agency Representation, you will NOT be represented at all.

If you enter into a Compensation Agreement, the brokerage and its agents must also:

- Be available to receive and present written offers and counter-offers to you or from you.

The Compensation Agreement is not the same as an Agency Representation Agreement. A Compensation Agreement cannot be used to change or eliminate any Customer level services.

You May Become a Client

If a brokerage offers agency representation and you choose to sign a representation agreement, you will become a "Client". The brokerage and its licensees must act as your "Agent". They will owe you the following duties in addition to the basic Customer level services required of all licensees:

- Perform the terms of your agency agreement with skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of some client information, including bargaining information, even after the representation has ended.

Please Note: "Sold" prices of property are not confidential information, for either buyers or sellers, and may be disseminated by your Agent.

As a Customer, your brokerage will not act as your Agent and is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a brokerage without a written agreement, you will remain a Customer.

As a Customer, you may be asked to sign a Compensation Agreement, a contract that requires you to pay a fee to the broker for some service the brokerage provides you.

These Are Your Agency Options

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to in real estate documents as "Single Agency"), your Agent may represent you, and only you, in your real estate transaction. (This representation can be modified in writing at a later date.)

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you and will assist with your negotiations. If you make a written request, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms and will assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed in writing, a brokerage may represent other buyers who wish to make offers on the same property.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its agents represent both the buyer and the seller in the same transaction. You may choose Limited Dual Agency representation with your brokerage because you do not want it to be restricted in the search for suitable properties or buyers. There are two options under Limited Dual Agency.

Each brokerage is required to have a written policy describing the types of agency representation it offers.

RECEIPT ACKNOWLEDGED

Your signature below indicates a real estate licensee gave you a copy of the Idaho Real Estate Commission's "Agency Disclosure Brochure." **Signing this document does not create an agency relationship or a contractual relationship of any kind.**

Signature _____

Date 1/2/11

Signature _____

Date _____

Rev 06/01/09

Limited Dual Agency without Assigned Agents

As a Limited Dual Agent, the brokerage and its licensees cannot advocate on behalf of one client over the other. The licensees cannot disclose confidential client information regarding negotiations, terms or factors that motivate the buyer to buy, or the seller to sell, or advocate the interests of one party over those of the other. The brokerage must otherwise promote the non-conflicting interests of both parties, perform the terms of the agency agreements with skill and care, and perform other duties required by law.

Limited Dual Agency with Assigned Agents

If your brokerage has obtained consent to represent both parties as a Limited Dual Agent, it may assign individual licensees ("Assigned Agents") to act solely on behalf of each party. Your Assigned Agent has a duty to promote your best interests, even if your interests conflict with those of the other party, including negotiating a price, and must maintain your confidential information.

The Designated Broker of your brokerage must remain a Limited Dual Agent for both Clients. The broker will ensure the Assigned Agents fulfill their duties to their respective Clients.

What to Look For in Any Written Agreement with a Brokerage

Any Agency Representation or Compensation Agreement should answer these questions:

- How will the brokerage get paid?
- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I cancel this agreement, and if so, how?

- Can I work with other brokerages during the time of my agreement?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement, am I willing to allow the brokerage to represent both the other party and me in my real estate transaction?

When you sign a real estate Purchase and Sale Agreement, you will be asked to confirm:

- 1.) This brochure was given to you, and you have read and understand its contents;
- 2.) The correct agency relationship, if any, between you and your brokerage.

Real Estate Licensees Are Not Inspectors

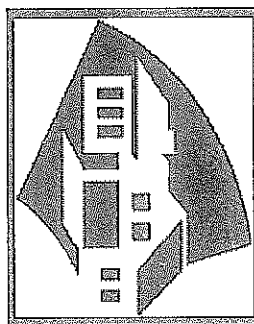
You should not expect the brokerage or its licensees to conduct an independent inspection of the property. You should not expect your agent to independently verify any statement or representation made by a buyer, seller, or professional associated with your transaction. If the condition of the property is important to you, you should hire an appropriate professional, such as an engineer, surveyor, or home inspector.

If you have any questions about the information in this brochure, contact:

Idaho Real Estate Commission
(208) 334-3285
Toll free in Idaho (866) 447-5411
TRS (800) 377-3529
www.irec.idaho.gov

Costs associated with this publication are available from the Idaho Real Estate Commission in accordance with section 60-202, I.C.—July 2009/50K/429.

Agency Disclosure Brochure



A Consumer Guide To Understanding Agency Relationships in Real Estate Transactions

Specific duties owed by a real estate brokerage and its licensees to Idaho consumers are defined by the "Idaho Real Estate Brokerage Representation Act." Idaho Code Section 54-2082, *et seq.*

This informational brochure is published by the Idaho Real Estate Commission.

Effective
July 1, 2009

Date: 26 January 2011

This is an ADDENDUM to the Purchase and Sale Agreement Other NA
 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

AGREEMENT DATED: 7 Jan 2011 ID # 43208338

ADDRESS: 102 E. Homestead Ave., Coeur d'Alene, ID 83814

BUYER(S): City of Coeur d'Alene, Idaho

SELLER(S): TESH Properties 1

The undersigned parties hereby agree as follows:

Closing date shall be on or before 1 March 2011.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement is made an integral part of the aforementioned Agreement.

BUYER: [Signature] Date: 26 January 2011

BUYER: _____ Date: _____

SELLER: [Signature] Date: 1/26/11

SELLER: _____ Date: _____



RE-11 ADDENDUM # 2 (two) (1,2,3, etc.)

JULY 2010 EDITION
Page 1 of 1

Idaho Association of REALTORS®
The Most for Your Money.™

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



1 Date: 26 January 2011

2 This is an ADDENDUM to the Purchase and Sale Agreement Other NA

3 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is
4 being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).
5
6

7 AGREEMENT DATED: 7 Jan 2011 ID# 37156128

8 ADDRESS: 106 E. Homestead Ave., Coeur d'Alene, ID 83814

9 BUYER(S): City of Coeur d'Alene, Idaho

10 SELLER(S): TESH Properties 1

11 The undersigned parties hereby agree as follows:

12 Closing date shall be on or before 1 March 2011

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48 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
49 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
50 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
51 is made an integral part of the aforementioned Agreement.
52

53 BUYER: [Signature] Date: 26 January 2011

54 BUYER: _____ Date: _____

55 SELLER: [Signature] Date: 1/26/11

56 SELLER: _____ Date: _____

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PUBLIC HEARINGS

February 15, 2011

City of Coeur d'Alene Off-Street Parking Requirements Update Project

Purpose of the Project

Examine the latest thinking on off-street parking requirements and determine if any changes to Coeur d'Alene's regulations should be considered.

Background

The bulk of our off-street parking regulations were adopted in 1982. There has been a significant amount of study and discussion by planning and engineering academic and practicing professionals in the last ten years that has resulted in a serious questioning of the parking requirements that Coeur d'Alene and thousands of other cities have.

In a nutshell, the leading investigators submit that the typical requirements, such as those that Coeur d'Alene has adopted are overkill and do not address the purpose for which they were intended and can be a deterrent to business and the livability of a community. A link to representative articles for additional background information can be found here: <http://www.vtpi.org/pavbust.pdf>
http://www.intransitionmag.org/Winter_2009/Free_Parking.html

We have looked at what some other communities are doing in response to the latest thinking and findings.

To do some "ground truthing" in our community, the planning staff with input from the city staff, Planning Commission and Parking Commission selected a sampling of different projects that have been constructed in the last twenty plus years and evaluated the actual use of off-street parking at those sites. We also looked at Planned Unit Development projects and regulations that have been granted alternative off-street parking requirements in the past by the City. In another nutshell, it appears that amount of off-street parking spaces required greatly exceeds the normal demand.

In response to our findings the Planning Commission is seeking your decision on some comprehensive changes to our requirements for off-street parking.

Over-Arching Principles

1. Enhance the Pedestrian Experience

Increase safety, connectivity, comfort, and visual appeal for people moving about on foot through parking lots and streets.

2. Increase the Value of Commercial Land

Create a demand for more intensive use than simply one story boxes surrounded by asphalt.

3. Improve Environmental Quality

Enhance the infiltration of water, increase vegetated habitat, enhance air quality and reduce heat gain – largely through reduction of excessive paved pervious surfaces.

4. Encourage Efficient Use of Land

Encourage only the amount of land needed for off-street parking

5. Reduce Unnecessary Development Costs

Create opportunities for investment in business growth by not requiring excessive parking spaces.

6. Enhance Commercial and Residential Neighborhoods

Create opportunities for landscaping, street-facing buildings, public spaces in forms other than big lots of unused parking spaces while maintaining adequate access.

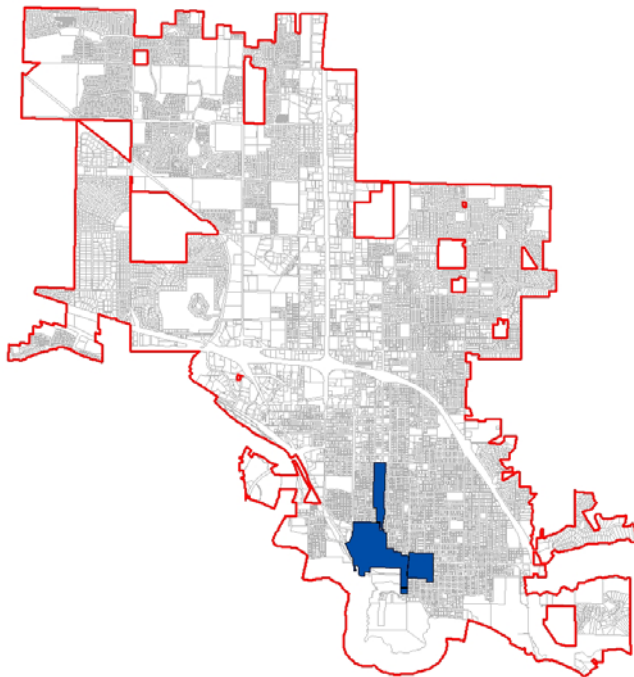
7. Reduce Unnecessary Traffic Congestion

Create opportunities for compact development that allow for enhanced access by bicycle or walking and efficient use of streets.

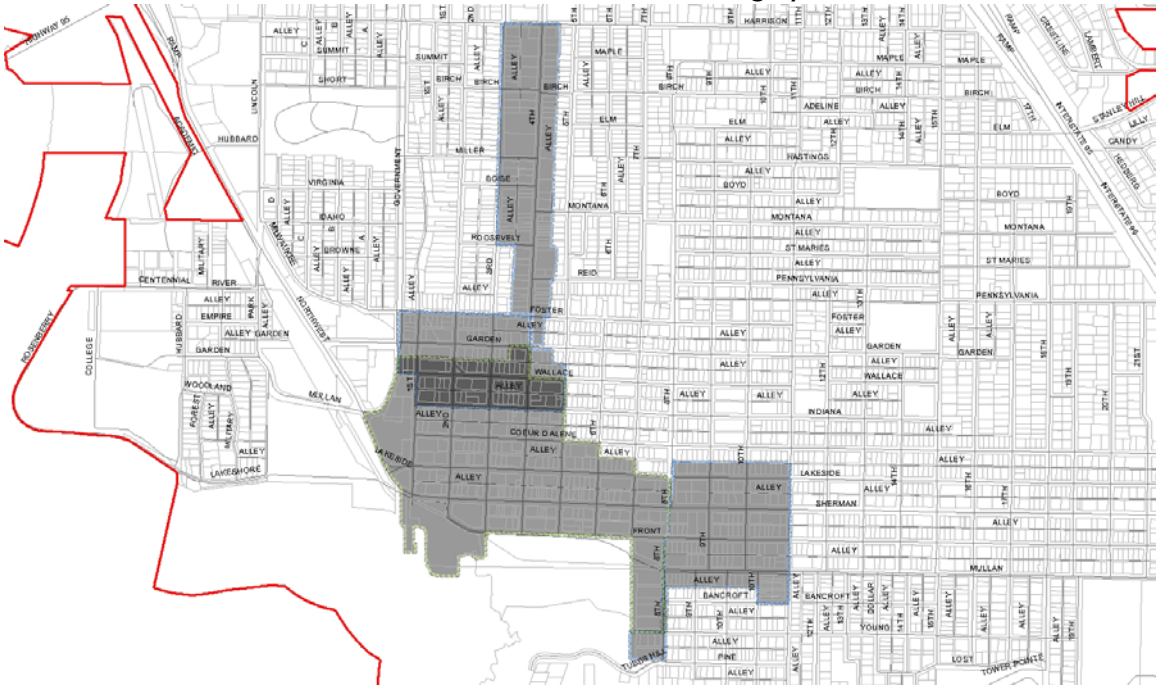
The Draft Changes

Areas not affected by proposed changes:

The changes do not affect development in the DC Downtown Core or Infill Districts shown in the blue area. The off-street parking requirements for these districts were modified when the districts were recently established.



The DC Downtown Core or Infill Districts shown in the gray area



The following draft reflects the change to the multifamily requirements as proposed by the City Council at the January 13, 2011 workshop.

	Existing	Proposed
I. GENERAL PROVISIONS 17.44.010: TITLE AND PURPOSE:		Similar to DC
<p>The provisions of this chapter shall be known as the <i>OFF STREET PARKING, LOADING AND DISPLAY LOT REGULATIONS</i>. The purposes of these regulations are:</p> <p>A. To require off street parking and loading;</p> <p>B. To specify minimum requirements of parking and loading for uses indicated in this chapter;</p> <p>C. To reduce traffic congestion;</p> <p>D. To allow more efficient utilization of on street parking;</p> <p>E. To reduce the use of public streets for loading purposes; and</p> <p>F. To reduce pollution and dust and to increase the safety of display lots by requiring them to meet the standards required in this chapter. (Ord. 2239 §1, 1989: Ord. 1764 §2(part), 1982)</p>		<p>To reduce traffic congestion;</p> <p>To allow more efficient utilization of on-street parking</p> <p>To reduce pollution</p> <p>To increase safety;</p> <p>To allow for commerce</p> <p>To provide for the efficient use of land;</p> <p>To enhance pedestrian and bicycle movement</p> <p>To encourage efficient transportation patterns;</p> <p>To minimize the adverse effects of off-street parking and loading on adjacent land uses;</p> <p>To provide for basic access by motor vehicles and bicycles</p>

	Existing	Proposed
II. REQUIRED OFF STREET PARKING SPACES		
Link to activity group definition (online): CLICK HERE		
Residential Uses	Requirement	
A. Detached housing, single-family	2 / dwelling unit	No change
B. Detached housing, group	1 / sleeping room	½ per room
C. Duplex housing	2 / dwelling unit	No change
Pocket residential See section 17.07.1010 of this title	One / one bedroom unit. 2/ dwelling having two (2) or more bedrooms	No change
Multiple-family housing:		
1. Studio units	1 / unit and 0.5 visitor space	1 / unit
2. 1 bedroom units	1.5 / unit and 0.5 visitor space	1 / unit
3. 2 bedroom units	2 / unit and 1 visitor space	2 / unit
4. 3 bedroom units	2 / unit and 1 visitor space	2 / unit
5. More than 3 bedrooms	0.75 / bedroom & 0 visitor spaces	2 / unit
Note: Visitor parking to be evenly distributed throughout the development.		(remove from code)
Mobile homes:		
1. For 8 or fewer units per acre individually sited or in a mobile home subdivision	2 /dwelling unit	No change
2. Mobile home parks	1 / dwelling unit and 1 visitor / 2 dwelling units	No change
Home occupation daycare facility	Parking shall be as required for the principal residential use and shall be paved, plus there shall be a specified area or plan for the safe loading and unloading of children	No change
Boarding house (greater than 2 rooms)	Parking shall be 1 / rented sleeping room in addition to the basic residential requirement	½ per room + residential req
Elderly housing	1 / dwelling unit	½ per du

17.44.050: CIVIC USES:		
Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified civic uses		Proposed
A. Administrative	1/300	1/330
B Community organization	1/300	1/330
C. Community assembly: Enclosed spaces:		
1. Public meeting halls	1 / 4 seats in assembly rooms	1/330
2. Museum, art galleries, observatories	1 / 1,000	No change
3. Libraries	1/300	1/330
D. Community education:		
1. Childcare facility	1 / 4 beds	1/6 beds
2. Juvenile offenders facility	1 / 4 beds	1/6 beds
3. Daycare facilities, nursery schools	Where the number of occupants (children plus employees) is less than 13, 2 off street parking spaces shall be provided. Where the number of occupants is equal to or greater than 13, 1 /5 persons or fraction thereof shall be provided	No change
4. Elementary schools	Off street parking for these portable classrooms will not be required if the criteria are met as follows(1) The school is a tax supported school accredited by the Idaho department of education (2) The school is nonprofit (3) Portable classroom facilities shall not be considered an intensification of use as long as the added gross area does not exceed 12 percent of the gross floor area of the permanent school building(s). In addition, 3 classrooms or teaching stations may be added above the 12 percent to an elementary school (4) The portable classrooms or other like	0. Existing Use: The amount a building is expanded above and beyond one hundred twenty five percent (125%) of the existing gross floor area;

	facilities substituted or used in lieu of or for the original portable classroom(s) are temporary and "temporary" is defined as remaining at the school for a period of time not in excess of 5 years	
junior high schools, intermediate schools		No change
a. For permanent buildings Exception: In the case of permanent school building(s), required off street parking must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within 5 years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for 150 percent of the estimated costs of the improvements as determined by the city engineer.	2 / classroom or teaching station, plus 1 /8 seats in the largest assembly or meeting room	<p>a. For permanent buildings Exception: In the case of permanent school building(s), required off street parking must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within 5 years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for 150 percent of the estimated costs of the improvements as determined by the city engineer.</p> <p>2 / classroom or teaching station, plus 1 /8 seats in the largest assembly or meeting room</p>

17.44.050: CIVIC USES: 4. Elementary schools, junior high schools, intermediate schools <i>Continued</i>	Existing	Proposed
b. For portable classrooms (17.44.220 DETERMINATION BY PLANNING DIRECTOR: <i>In the case of activities for which the planning director or director's designee is required to prescribe a number of parking spaces or loading berths, the director shall base his determination on the following:</i> <i>A. Traffic generation;</i> <i>B. Location and hours of operation of the activities;</i> <i>C. Extent and frequency of loading operations thereof; and</i> <i>D. Such other factors as affect the need for off street parking and loading.</i> <i>Any such determination shall be subject to appeal pursuant to the administrative appeal procedure commencing at section 17.09.705 of this title)</i>	Off street parking for these portable classrooms will not be required if the criteria are met as follows(1) The school is a tax supported school accredited by the Idaho department of education (2) The school is nonprofit (3) Portable classroom facilities shall not be considered an intensification of use as long as the added gross area does not exceed 12 percent of the gross floor area of the permanent school building(s). In addition, 3 classrooms or teaching stations may be added above the 12 percent to an elementary school (4) The portable classrooms or other like facilities substituted or used in lieu of or for the original portable classroom(s) are temporary and "temporary" is defined as remaining at the school for a period of time not in excess of 5 years	+ Alternative parking arrangements may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.
5. High schools*	5 / teaching station; plus 1 / 8 seats in largest assembly hall. However, the exceptions of subsection D4b of this section shall apply	+ Alternative parking arrangements may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.
6. Colleges, universities, and vocational schools*	As determined by the planning commission in conjunction with a recommendation from the planning director or director's designee * Alternative parking arrangements proposed by the specific school, college, etc., may be acceptable as determined by the planning director or director's	As determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.

	designee pursuant to section 17.44.220 of this chapter.	
17.44.050: CIVIC USES: Continued	Existing	Proposed
		<p>7. <u>Exception: In the case of elementary, junior high, intermediate, high and vocational schools and colleges and universities, required off street parking for permanent school buildings must meet the requirements of this code, unless the school enters into an agreement with the city to install the improvements. The agreement shall provide that the improvements will be installed within 5 years of the city council approval of the agreement, and the school shall secure the agreement by a performance bond or other sufficient security acceptable to the city attorney. Such bonding or security shall be for 150 percent of the estimated costs of the improvements as determined by the city engineer. The educational institution may provide additional temporary unpaved parking spaces in excess of the minimum requirement that are not subject to the mandatory design standards contained in this chapter for up to five (5) years. The temporary parking spaces must be maintained with a dustless surface, approved by the city engineer, capable of preventing tracking of mud or dirt onto public streets.</u></p>

17.44.050: CIVIC USES: Continued	Existing	Proposed
E. Hospitals/healthcare:		
1. Outpatient clinics	1 space for each 250 square feet of gross floor area	1/330
2. Hospitals	3.25 spaces per bed	3.25 spaces per bed, or, alternative parking arrangements may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.
F. Nursing/convalescent, rest homes and aged	1 space for every 2 beds; plus 1.5 spaces per dwelling unit when applicable	1 space for every 4 beds; plus 0.75 spaces per dwelling unit when applicable
G. Rehabilitative facilities (greater than 2 persons)	1.75 spaces for every bed	1/bed
H. Criminal transitional facility (greater than 2 persons)	1 space for each 4 beds	
I Handicapped or minimal care facility (greater than 8)	1 space for every 4 beds or 1 for each 2 living units, whichever is greater	1/6
J. Religious assembly	1 space for each 6 seats in largest worship hall	1:10 seats
K. Neighborhood recreation	None required	
L. Public recreation	As determined by the planning commission upon recommendation of the planning director or director's designee	Alternative parking arrangements may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.
M. Essential services	1 space per building or 1 space per employee on the largest work shift, whichever is greater	0
N Extensive impact	As required by the city council	Alternative parking arrangements may be acceptable as determined by the planning director or director's designee pursuant to section 17.44.220 of this chapter.
O Courthouse	As determined by the planning commission upon recommendation of the planning director or director's designee	1/330 & 1 per 4 seats in court room(s)

17.44.050: CIVIC USES: <i>Continued</i>	Existing	Proposed
<p>17.44.210: EXCEEDING MINIMUMS:</p> <p>The requirements prescribed in this chapter are minimums. Parking and loading spaces and dimensions thereof in excess of these minimums are permitted. Parking provided in excess of these minimums shall be subject to the design standards contained</p>		<p>The requirements prescribed in this chapter are minimums. Parking and loading spaces and dimensions thereof in excess of these minimums are permitted. Parking provided in excess of these minimums shall be subject to the design standards contained herein <u>provided however that certain educational uses may provide temporary parking spaces in excess of the minimum that are not subject to the mandatory design standards contained in this chapter as provided in Section 17.44.050.</u></p>
<p>17.44.230: OFF STREET PARKING, LOADING BERTH, AND DISPLAY LOT DESIGN STANDARDS:</p> <p>Off street parking spaces, loading berths, and display lots shall be subject to the design standards specified in this chapter and to the off street parking design standards of the planning department.</p>		<p><u>Except, as provided in Section 17.44.050, off</u> street parking spaces, loading berths, and display lots shall be subject to the design standards specified in this chapter and to the off street parking design standards of the planning department</p>
17.44.060: COMMERCIAL USES:	Existing	Proposed
<p>Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified commercial uses:</p>		
<p>A. Home occupation</p>	<p>See residential requirements</p>	
<p>Agricultural supply and commodities sales</p>	<p>1 / 250 sq ft flr area in retail sales area; plus, 1 / 400 sq ft flr area in warehouse or storage area</p>	<p>1/330 0 for warehouse/storage</p>
<p>Automotive sales</p>	<p>1 / 250 sq ft flr area in retail sales area; plus, 3 spaces per service bay, but not less than 3 per facility</p>	<p>1/330</p>
<p>Automotive accessory sales</p>	<p>1 / 250 sq ft flr area</p>	<p>1/330</p>
<p>Business retail supply sales</p>	<p>1 / 250 sq ft flr area</p>	<p>1/330</p>
<p>Construction retail sales</p>	<p>1 / 250 sq ft flr area in retail</p>	<p>1/330</p>

	sales area; plus, 1 / 400 sq ft flr area in warehouse or storage area	
17.44.060: COMMERCIAL USES: continued	Existing	Proposed
Convenience sales	1 / 250 sq ft flr area but not less than 4 per facility	1/330
Department store type retail sales	1 / 250 sq ft flr area	1/330
Farm equipment sales	1 / 250 sq ft flr area in retail sales area; plus, 3 spaces per service bay	1/330 sq ft flr area in retail sales area
Primary food sales/off site consumption, such as grocery stores	1 / 250 sq ft flr area ; plus 2 off street waiting or loading spaces where applicable	1/330
Primary beverage sales, such as espresso stands	3 off street waiting spaces per drive-up window	3/window
Food sales/on site consumption	1/100 sf flr area + 5 waiting sp/drive-in window	1/330 restaurants < 1k 1/200 >1k
Gasoline sales	1 off street waiting space for each pump; plus 2 parking spaces for each service bay	1/pump
Home furnishing retail sales	1 / 250 sales, display, or office areas up to 2,000 sf flr area plus 1 /1,000 warehouse or storage area over and above the initial 2,000 sf flr area	1/330in sales, display, or office areas up to 2,000 sf flr area 0 for warehouse/storage
Specialty retail sales	1 / 250 sq ft flr area in sales area; plus, 1 / 400 sq ft flr area in warehouse or storage area	1/330
Adult entertainment retail sales area		
	1 / 250 sq ft flr area	1/330

17.44.070: SERVICE USES:	Existing	Proposed
Unless otherwise allowed by the relevant zoning or overlay district, one space for each two hundred (200) square feet of gross floor area; plus one space for each office shall be required		
Professional and administrative office (excluding medical and healthcare practitioners)	1/300	1/330
Medical and healthcare practitioners	1. For offices with less than 1,500 gross sf, the requirement shall be 1 /250 sf floor area; plus 2 per doctor's office, but not less than 4 per building	1/330
	2. For offices with 1,500 sf or more, 3 /patient care room	1/330
Veterinary office	3.5 / examining room or treatment room	1/330
Hotel/motel	1 / room or unit; plus as required for accessory uses, such as restaurants, meeting halls, etc.	No change
Automotive fleet storage	1 / employee on the largest work shift, plus 1 / ea vehicle stored	1/fleet vehicle
Automotive parking	In addition to the parking stalls, which are for lease, 1 / each employee on the largest work shift. Off street waiting spaces as follows:	0
	Free flow entry: 1 / entry driveway. Ticket dispense entry: 3 / entry driveway. Attendant parking: 5 percent of parking capacity	
Automotive rental	Same as Automotive parking	0
Automotive repair and cleaning	3 / each repair or cleaning bay; plus 5 waiting spaces per car wash bay	2/repair bay
Auto camp/ RV Park	1 / trailer/tent or RV space	No change
Building maintenance	1 / 400 , but not less than 3 per building	1/500
Business support services	1 / 400 , but not less than 3 per building	1/500
Communication services	1/300	1/600
Consumer repair services	1/250	1/500
Convenience services	For beauty and barber shops, 1 / 250, but not less than 4 / building. Other convenience services: 1 / 300	1 / 330
Banks/financial services	1/200 +5 waiting spaces /	1 / 330

	drive-in window or teller unit	
17.44.070: SERVICE USES: <i>Continued</i>	Existing	Proposed
Funeral services	1 / 4 fixed seats in largest assembly room, or 1 / every 28 square feet of floor area in largest assembly room where movable chairs are used, whichever is greater. In addition, 1/ fleet vehicle stored	1:10 seats
General construction services	1 / 250, but not less than 4 /building. In addition, spaces as required for fleet vehicle storage	1/330
Group assembly:		
Bowling alleys	4 / alley	2/alley
Dance halls	1/100	Remove
Theaters, auditoriums, and stadiums	1 / 4 fixed seats in largest assembly room and/or 1 / 28 in largest assembly room where movable seating is used	1:10 seats
All other group assembly	1 / 100 square feet of gross floor area. For drive-in theaters off street waiting spaces shall be provided in the amount of 5 percent of the theater's vehicle capacity	1/200>1K
Laundry services	1/250	1/330
Personal	1/250	1/330
Commercial recreation:		
Golf course and par 3 (To be removed if approved)	As determined by the planning commission, in conjunction with a recommendation from the planning director	
Skating rink (To be removed if approved)	1/150	
Tennis, racquetball and handball courts (To be removed if approved)	3 / court	
Swimming centers (To be removed if approved)	1 / 75 sf surface water area	
Marina	3 sp /2 slips. When boat launching is provided, 10 % of the total number of required parking spaces must be large enough to accommodate cars with trailers	1/10
For all other commercial recreation	As recommended from the planning director	1/330
Fitness Center	(NEW)	1/400
1. Adult entertainment: Theater or minitheater	1 / 4 fixed seats in largest assembly room and/or 1 / 28 in largest assembly room where movable	1:10 seats

	seating is used	
2. Bookstores or arcades	1 / 250	1/330
17.44.080: WHOLESALE USES:		
Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified wholesale uses:	Existing	Proposed
Finished goods	1 / 1,000 in storage or warehouse area, plus 1 / 250 of office or sales area	plus 1 / 500 of office or sales area 0 for warehouse or storage
Unfinished goods	1 / 1,000 in storage or warehouse area, plus 1 / 250 of office or sales area	plus 1 / 500 of office or sales area 0 for warehouse or storage
Storage/warehouse	1/1000	0
Ministorage	No off street parking required; however, driveways between ministorage buildings on the same site and between ministorage buildings and any property line shall be paved and have a minimum width of 24 feet	0
17.44.090: INDUSTRY USES:		
Unless otherwise allowed by the relevant zoning or overlay district, the following off street parking is required for the specified industry uses		
Custom manufacture	1/500	1/1000
Light manufacture	1/500	1/1000 1/2000 if more than 50% of production flr sp is occupied by automated machinery
Heavy manufacture	1/1000	1/2000
Extractive manufacture	As determined by the planning commission in conjunction with a recommendation from the planning director or	
OTHER		
17.44.195: RESTRICTION OF USE:		
A. The required off street parking spaces and driveways shall not be used for any purpose which would, at any time, preclude the use of the area for the temporary storage of motor vehicles		Remove B.
B. No owner shall lease, rent or otherwise make unavailable to residents the off street parking spaces required by these regulations.		

<p>NEW</p>		<p>ALTERNATIVE COMPLIANCE PARKING PLANS -</p> <p>SPECIAL FACILITIES FOR BICYCLIST</p> <p>The planning director may authorize a 15% reduction in the number of required off-street parking spaces for developments or uses that make special provisions to accommodate bicyclists. Examples of accommodations include enclosed bicycle lockers, employee shower facilities and dressing areas for employees. A reduction in parking may not be granted merely for providing outdoor bicycle parking spaces.</p>
<p>17.44.225 SHARED USE PARKING:</p> <p>A. The planning department may, upon application by the owner or lessee of any property, authorize the shared use of parking facilities by the uses or activities listed in table A of this section, and under the conditions specified herein:</p> <p>1. Up to fifty percent (50%) of the parking facilities required by this section for a use considered to be primarily a daytime use as set forth in table A may be provided by the parking facilities of a use considered to be primarily a nighttime use or vice versa, provided, that the shared parking area shall be subject to the conditions set forth in subsections A4 through A6 of this section.</p> <p>2. Up to one hundred percent (100%) of the Sunday and/or nighttime parking facilities required by this section for a church or auditorium incidental to a public or parochial school may be supplied by parking facilities required for the school use, provided, that the shared parking area shall be subject to the conditions set forth in subsections A4 through A6 of this section.</p>		<p>A. The planning department may, upon <u>written request application</u> by the owner or lessee of any property, authorize the shared use of parking facilities by the uses or activities <u>examples</u> listed in table A of this section, and under the conditions specified herein:</p> <p>1. Up to fifty percent (50%) of the parking facilities required by this section for a use considered to be primarily a daytime use as <u>examples</u> set forth in table A may be provided by the parking facilities of a use considered to be primarily a nighttime use or vice versa, provided, that the shared parking area shall be subject to the conditions set forth in subsections A4 through A6 of this section</p>

<p>3. The distances between the required off street parking spaces and the use it serves shall be as set forth in section 17.44.250 of this chapter.</p> <p>4. The applicant shall demonstrate to the satisfaction of the planning director or director's designee that there is no substantial conflict in the principal operating hours of the buildings or uses for which the shared use of the parking facility is proposed.</p> <p>5. Parties jointly using off street parking facilities, as provided for herein, shall execute a legal easement regarding their shared use agreement. The agreement shall run with the land and not be terminable without authorization being given by the city council, based upon changed conditions.</p> <p>6. Changes of use require reevaluation of shared use parking. Any subsequent change in land uses within a mixed use development will require proof that sufficient parking will be available.</p> <p>B. For the purposes of this chapter, shared use parking will be permitted between the uses or activities as having primarily daytime or evening hours of operation:</p>		<p>2. Up to one hundred percent (100%) of the Sunday and/or nighttime parking facilities required by this section for a church or auditorium incidental to a public or parochial school may be supplied by parking facilities required for the school use, provided, that the shared parking area shall be subject to the conditions set forth in subsections A4 through A6 of this section.</p> <p>3. The distances between the required off street parking spaces and the use it serves shall be as set forth in section 17.44.250 of this chapter.</p> <p>4. The applicant shall demonstrate to the satisfaction of the planning director or director's designee that there is no substantial conflict in the principal operating hours of the buildings or uses for which the shared use of the parking facility is proposed.</p> <p>5. Parties jointly using off street parking facilities, as provided for herein, shall execute a legal easement regarding their shared use agreement. The agreement shall run with the land and not be terminable without authorization being given by the city council, based upon changed conditions.</p> <p>6. Changes of use require reevaluation of shared use parking. Any subsequent change in land uses within a mixed use development will require proof that sufficient parking will be available.</p>
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B. For the purposes of this chapter, the following examples of shared use parking will be permitted between the uses or activities listed below as having primarily daytime or evening hours of operation:

TABLE A

<u>Uses With Daytime Hours</u>	<u>Uses With Evening Hours</u>
Banks	Auditoriums
Business offices	Bars
Churches	Bowling alleys
Grade schools/high schools and daycare centers	Dance halls
Manufacture/wholesale (with limited hours)	Hotels/motels
Medical clinics	Meeting halls
Professional offices	Nightclubs
Retail stores (with limited hours)	Restaurants
Service stores	Theaters

17.44.490: SIZES OF OFF STREET LOADING BERTHS:	Existing	Proposed
A. For Residential, Civic , commercial, and wholesale/industrial uses, each required off street loading berth shall not be less than ten feet (10') in width, thirty five feet (35') in length, and fourteen feet (14') in height, except that the height requirement may be waived upon receipt of evidence that such height is not necessary.		Residential Civic
B. For service uses, each required off street loading berth shall not be less than ten feet (10') in width, and twenty feet (20') in length. All loading berths for service uses shall be located within thirty feet (30') of an entrance to the building, and shall be marked.		9 X 20
17.44.500: RESIDENTIAL USES: A. For up to twenty thousand (20,000) square feet of gross floor area, no spaces required. B. From twenty thousand (20,000) to eighty thousand (80,000) square feet, one space plus one space for each additional eighty thousand (80,000) square feet		0 (remove residential req)
17.44.510: CIVIC USES: A. For up to five thousand (5,000) square feet of gross floor area, no spaces required.		0 (remove civic req)
B. For five thousand (5,000) to twenty thousand (20,000) square feet of gross floor area, one space required.		0 (remove civic req)
C. From twenty thousand (20,000) to eighty thousand (80,000), two (2) spaces plus one space for each additional eighty thousand (80,000) square feet		0 (remove civic req)
17.44.520: COMMERCIAL USES: A. For up to five thousand (5,000) square feet of gross floor area, no spaces required. B. For five thousand (5,000) to ten thousand (10,000) square feet, one space required. C. For ten thousand (10,000) to twenty thousand (20,000) square feet, two (2) spaces required D. For twenty thousand (20,000) to forty thousand (40,000) square feet, three (3) spaces plus one space for each additional forty thousand (40,000) square feet		(remove A) (remove B) 1 space req'd 2 space req'd
17.44.530: SERVICE USES:		(remove A)

A. For up to five thousand (5,000) square feet of gross floor area, no spaces required.		
B. From five thousand (5,000) to twenty thousand (20,000) square feet, one space required.		(remove B)
C. From twenty thousand (20,000) to eighty thousand (80,000) square feet, two (2) spaces plus one space for each additional eighty thousand (80,000) square feet		1 space req'd
17.44.540: WHOLESALE SALES AND INDUSTRY USES:		(remove)
A. For up to five thousand (5,000) square feet of gross floor area, no spaces required.		(remove)
B. For five thousand (5,000) to ten thousand (10,000) square feet, one space required.		(remove)
C. For ten thousand (10,000) to twenty thousand (20,000) square feet, two (2) spaces required.		(remove)
D. For twenty thousand (20,000) to forty thousand (40,000) square feet, three (3) spaces plus one space for each additional forty thousand (40,000) square feet		(remove)
Provided for information only Not in the Parking Code Not under consideration for change		
DC Downtown Core District & MO Infill District 17.05.727 BASIC DEVELOPMENT STANDARDS; FEES IN LIEU OF PARKING: Instead of furnishing the off street parking spaces required for uses within the DC district, in-lieu payments may be made as set forth in this section. A. Fee Established: The city council shall, after public hearing, adopt a resolution setting out the value of off street parking spaces. The fees, at the time of adoption, should reflect the cost of acquiring property within the DC district for the construction of parking stalls based on the average tax assessed market valuation of property within the district. The fee is to be calculated as follows: Average tax assessed property value per square foot multiplied by three hundred fifty (350) square feet (the size of a parking stall and a portion of the access drive). The adopted fee shall be reviewed at least every three (3) years by the city council. B. Payment Of Fee: An applicant for payment of in-lieu costs instead of providing parking shall pay an amount equivalent to the costs and value of one parking lot space for each space of off street parking required for the proposed use by this chapter. Such payment of fees in lieu of parking		Not under consideration for change Only applies in the DC Downtown Core and Mid Town Overlay districts.

shall be made in conjunction with the issuance of a building permit pursuant to section [17.44.130](#) of this title. To fulfill the total parking requirement, an applicant may utilize a combination of actual spaces and fees in lieu of parking up to the following limits:

1. If eight (8) or fewer parking spaces are required, all of the parking spaces may be replaced with fees in lieu.
2. If nine (9) to twenty (20) required parking spaces are required, sixty percent (60%) (rounded up to the next space) of the spaces may be replaced with fees in lieu.
3. If twenty one (21) to forty (40) parking spaces are required, fifty percent (50%) (rounded up to the next space) of the spaces may be replaced with fees in lieu.
4. Fees in lieu may not be used to replace parking spaces above forty (40) spaces.

C. Fund To Be Established: The city council shall set up a special fund for revenues received from such payment of fees. Said revenues shall be used only for the purpose of providing public parking facilities reasonably related to serving the DC district by way of purchase of necessary land or improving such land for public parking purposes.

D. Refund Of Fee If Unused: If such fees have not been utilized for the stated purpose within fifteen (15) years of payment, or if a project or land acquisition negotiations have not commenced for which the fees would be spent, such fees with interest shall revert to original subdivider or its successor in interest unless the city and the developer or its successor in interest agree in writing to an alternative method to provide public parking facilities, land, or parking spaces. Interest shall accrue at the average rate of interest received by the city for funds invested in the Idaho state investment pool for the period of time the city holds the fees paid in lieu of providing parking spaces.

E. Certificate: An applicant for payment of in-lieu costs shall, with payment of fees in lieu of off street parking, receive one nontransferable certificate for each space of off street parking which would otherwise be required by the terms of this chapter.

F. Changes Requiring Parking: Off street parking and/or fees shall only be required for:

1. Existing Use: The amount a building is expanded above and beyond one hundred twenty five percent (125%) of the existing gross floor area;
2. Vacant Lot: Any new use(s);
3. Off Street Parking And Loading: The number of off street parking spaces and loading berths shall be fifty percent (50%) of the standards specified in sections [17.44.030](#) through [17.44.090](#) and [17.44.500](#) through [17.44.540](#) of this title. (Ord. 3350 §1, 2009)

E. MO District Fees In Lieu Of Parking: Instead of furnishing the off street parking spaces required for uses within that portion of the MO district depicted in this section, in-lieu payments may be made as set forth in this section.

1. Fee Established: The city council shall, after public hearing, adopt a resolution setting out the value of off street parking spaces. The fees, at the time of adoption, should reflect the cost of acquiring property within the in-lieu parking area of the MO district for the construction of parking stalls based on the average tax assessed market valuation of property within the district. The fee is to be calculated using the formula found in subsection [17.05.727A](#) of this title. The adopted fee shall be reviewed at least every three (3) years by the city council.

2. Payment Of Fee: An applicant for payment of in-lieu costs instead of providing parking shall pay an amount equivalent to the costs and value of one parking lot space for each space of off street parking required for the proposed use by this chapter. Such payment of fees in lieu of parking shall be made in conjunction with the issuance of a building permit pursuant to section [17.44.130](#) of this title. To fulfill the total parking requirement, an applicant may utilize a combination of actual spaces and fees in lieu of parking up to the following limits:

- a. If eight (8) or fewer parking spaces are required, all of the parking spaces may be replaced with fees in lieu.
- b. If nine (9) to twenty (20) parking spaces are required, sixty percent (60%) (rounded up to the next space) of the spaces may be replaced with fees in lieu.
- c. Fees in lieu may not be used to replace parking spaces above twenty (20) spaces.

3. Fund To Be Established: The city council shall set up a special fund for revenues received from such payment of fees. Said revenues shall be used only for the purpose of providing public

parking facilities reasonably related to serving the in-lieu parking area of the MO district by way of purchase of necessary land or improving such land for public parking purposes.

4. Refund Of Fee If Unused: If such fees have not been utilized for the stated purpose within fifteen (15) years of payment, or if a project or land acquisition negotiations have not commenced for which the fees would be spent, such fees with interest shall revert to original subdivider or its successor in interest unless the city and the developer or its successor in interest agree in writing to an alternative method to provide public parking facilities, land, or parking spaces. Interest shall accrue at the average rate of interest received by the city for funds invested in the Idaho state investment pool for the period of time the city holds the fees paid in lieu of providing parking spaces.

5. Certificate: An applicant for payment of in-lieu costs shall, with payment of fees in lieu of off street parking, receive one nontransferable certificate for each space of off street parking which would otherwise be required by the terms of this chapter.

6. Changes Requiring Parking: Off street parking and/or fees shall only be required for:

a. Existing Use: The amount a building is expanded above and beyond one hundred twenty five percent (125%) of the existing gross floor area;

b. Vacant Lot: Any new use(s);

c. Off Street Loading: The number of off street loading berths shall be fifty percent (50%) of the standards specified in sections [17.44.030](#) through [17.44.090](#) and [17.44.500](#) through [17.44.540](#) of this title.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
FOUR MONTHS ENDED
31-Jan-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2011	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$198,652	\$64,479	32%
	Services/Supplies	11,050	237	2%
Administration	Personnel Services	501,014	165,623	33%
	Services/Supplies	5,400	1,906	35%
Finance	Personnel Services	589,909	195,619	33%
	Services/Supplies	95,640	31,777	33%
Municipal Services	Personnel Services	839,218	277,884	33%
	Services/Supplies	434,031	204,223	47%
	Capital Outlay	14,000	13,979	100%
Human Resources	Personnel Services	208,728	70,411	34%
	Services/Supplies	32,000	3,324	10%
Legal	Personnel Services	1,281,435	425,943	33%
	Services/Supplies	92,227	20,109	22%
	Capital Outlay			
Planning	Personnel Services	471,884	180,378	38%
	Services/Supplies	25,900	1,632	6%
Building Maintenance	Personnel Services	279,307	96,328	34%
	Services/Supplies	126,975	37,581	30%
	Capital Outlay		253,903	
Police	Personnel Services	8,439,040	2,916,949	35%
	Services/Supplies	729,980	167,230	23%
	Capital Outlay	227,577	124,680	55%
Fire	Personnel Services	6,733,244	2,426,486	36%
	Services/Supplies	368,777	78,735	21%
General Government	Services/Supplies	185,750	185,792	100%
Byrne Grant (Federal)	Personnel Services	143,677	46,854	33%
	Services/Supplies	261,369	77,645	30%
COPS Grant	Personnel Services	219,250	55,010	25%
CdA Drug Task Force	Services/Supplies	36,700	5,950	16%
	Capital Outlay			
Streets	Personnel Services	1,647,053	544,766	33%
	Services/Supplies	445,200	160,929	36%
ADA Sidewalk Abatement	Personnel Services	171,317	41,591	24%
	Services/Supplies	43,300	1,700	4%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2011	PERCENT EXPENDED
Engineering Services	Personnel Services	433,372	143,533	33%
	Services/Supplies	728,050	71,201	10%
	Capital Outlay			
Parks	Personnel Services	1,218,463	347,769	29%
	Services/Supplies	419,804	63,394	15%
Recreation	Personnel Services	619,261	169,651	27%
	Services/Supplies	136,250	15,866	12%
Building Inspection	Personnel Services	740,176	266,634	36%
	Services/Supplies	24,350	6,440	26%
Total General Fund		<u>29,179,330</u>	<u>9,964,141</u>	<u>34%</u>
Library	Personnel Services	987,120	310,315	31%
	Services/Supplies	163,900	56,217	34%
	Capital Outlay	80,000	23,839	30%
CDBG	Services/Supplies	336,745	41,167	12%
Cemetery	Personnel Services	187,258	49,733	27%
	Services/Supplies	84,050	23,208	28%
	Capital Outlay			
Impact Fees	Services/Supplies	583,000		
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	205,000	14,155	7%
Insurance	Services/Supplies	206,925	84,815	41%
Cemetery Perpetual Care	Services/Supplies	98,500	32,391	33%
Jewett House	Services/Supplies	17,050	3,824	22%
Reforestation	Services/Supplies	2,500	41,041	1642%
Street Trees	Services/Supplies	57,000	9,080	16%
Community Canopy	Services/Supplies	1,200	522	44%
CdA Arts Commission	Services/Supplies	6,450		
Public Art Fund	Services/Supplies	80,300	2,490	3%
KMPO	Services/Supplies	650,000	22,162	3%
Total Special Revenue		<u>3,746,998</u>	<u>714,959</u>	<u>19%</u>
Debt Service Fund		<u>1,668,878</u>	<u>371,719</u>	<u>22%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2011

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2011	PERCENT EXPENDED
Kathleen & Howard signal	Capital Outlay		91	
Govt Way - Dalton to Hanley	Capital Outlay	4,100,000	880,726	21%
Govt Way - Hanley to Prairie	Capital Outlay	2,950,000		
Govt Way - sewer & water LID	Capital Outlay	275,000		
Howard Street - North	Capital Outlay		120,275	
15th Street - Lunceford to Dalton	Capital Outlay	528,000		
15th St & Harrison signal	Capital Outlay		15,768	
Intersection of Hanley & US95	Capital Outlay		2,688	
Total Capital Projects Funds		7,853,000	1,019,548	13%
Street Lights	Services/Supplies	591,321	121,659	21%
Water	Personnel Services	1,454,865	477,229	33%
	Services/Supplies	3,736,407	359,637	10%
	Capital Outlay	1,733,500	263,245	15%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,162,045	699,290	32%
	Services/Supplies	5,388,738	437,436	8%
	Capital Outlay	9,875,500	2,961,731	30%
	Debt Service	1,489,110	581,900	39%
WW Capitalization	Services/Supplies	752,580		
Sanitation	Services/Supplies	3,118,772	1,040,507	33%
Public Parking	Services/Supplies	176,957	69,298	39%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	417,723	145,422	35%
	Services/Supplies	650,737	145,893	22%
	Capital Outlay	505,000	20,718	4%
Total Enterprise Funds		32,903,255	7,323,965	22%
Kootenai County Solid Waste		2,200,000	543,169	25%
Police Retirement		213,500	68,081	32%
Business Improvement District		142,000	60,200	42%
Homeless Trust Fund		6,500	1,528	24%
Total Fiduciary Funds		2,562,000	672,978	26%
TOTALS:		\$77,913,461	\$20,067,310	26%

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

FUND	BALANCE 12/31/2010	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2011
General-Designated	\$501,506	\$11,446	\$51,184	\$461,768
General-Undesignated	699,468	20,481,981	12,234,438	8,947,011
<u>Special Revenue:</u>				
Library	(187,415)	590,087	93,363	309,309
CDBG	9,327		9,385	(58)
Cemetery	16,179	20,405	11,443	25,141
Parks Capital Improvements	276,425	19,256	15,684	279,997
Impact Fees	1,927,910	38,035		1,965,945
Annexation Fees	132,344	29		132,373
Insurance	1,787,449	623	12,667	1,775,405
Cemetery P/C	1,824,077	1,965	31,161	1,794,881
Jewett House	17,424	957	1,267	17,114
KCATT	3,415	1		3,416
Reforestation	4,260	1	1,951	2,310
Street Trees	190,436	3,941		194,377
Community Canopy	390			390
CdA Arts Commission	214			214
Public Art Fund	96,062	21		96,083
Public Art Fund - LCDC	387,160	84		387,244
Public Art Fund - Maintenance	140,642	31	1,082	139,591
KMPO - Kootenai Metro Planning Org	(12,907)	30,813		17,906
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	639,863	527,837		1,167,700
LID Guarantee	88,822	570		89,392
LID 124 Northshire/Queen Anne/Indian Meadows	340			340
LID 127 Fairway / Howard Francis	7,193	512		7,705
LID 129 Septic Tank Abatement	-	3,740		3,740
LID 130 Lakeside / Ramsey / Industrial Park	3,121			3,121
LID 146 Northwest Boulevard	78,885	8,016		86,901
<u>Capital Projects:</u>				
Street Projects	(115,697)	458,884	443,346	(100,159)
2006 GO Bond Capital Projects	-			-
<u>Enterprise:</u>				
Street Lights	52,658	41,204	1,893	91,969
Water	1,276,090	220,634	207,854	1,288,870
Water Capitalization Fees	1,090,510	25,730		1,116,240
Wastewater	8,713,470	2,200,225	1,637,289	9,276,406
Wastewater-Reserved	1,093,796	27,500		1,121,296
WWTP Capitalization Fees	268,671	85,402		354,073
WW Property Mgmt	60,668			60,668
Sanitation	(186,928)	247,972	244,513	(183,469)
Public Parking	680,529	25,564	26,146	679,947
Stormwater Mgmt	353,975	109,634	66,801	396,808
Wastewater Debt Service	511	45,300	45,218	593
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	182,284	183,828	182,284	183,828
LID Advance Payments	377	40		417
Police Retirement	1,361,114	95,870	71,403	1,385,581
Sales Tax	1,217	1,570	1,217	1,570
BID	151,522	5,866	20,000	137,388
Homeless Trust Fund	556	528	556	528
GRAND TOTAL	\$23,617,913	\$25,516,102	\$15,412,145	\$33,721,870

February 7, 2011
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers

STAFF PRESENT

Jon Ingalls, Deputy City Admin.
Amy Ferguson, Executive Assistant
Gordon Dobler, Engineering Svcs Dir.
Dave Shults, Capital Program Manager
Sid Fredrickson, WW Superintendent
Warren Wilson, Deputy City Atty.
Wendy Gabriel, City Administrator

Item 1 Change Order #4 for Contractors Northwest for WWTP Phase 5B
Consent Calendar

Dave Shults, Capital Program Manager, presented a request for approval of Change Order #4, for an increased cost of \$105,280 to the City's agreement with Contractors Northwest, Inc. for a total construction contract amount of \$10,929,835.

Mr. Shults provided a summary of the financial status of the project that is approximately 60% complete. He also explained the complexity of the project, which includes an administration/lab building, a multi-bay garage, a biosolids digester, a digester control building, a biogas control building, extension of the below-grade utilidor, improvements to the operator control building, and improvements to the solids control building, 7 permits, and rigorous federal stimulus funding reporting requirements. His summary told of the favorable bid that the project contractor gave that is allowing the project to cost more than two million dollars less than the city originally anticipated. Including latest Change Order #4, the construction contractor cost is \$300,000 (2.8%) more than originally bid, but is well within a reasonable 5% project contingency allowance of \$600,000.

Change Order #4 includes several changes to the plans and specifications. One item addresses an unanticipated site condition, two items reduced project costs for painting requirements found to be unnecessary, one item changed the hot water piping system to a more durable steel material to assure long-term reliability, one item changed several flooring areas to a more durable material to assure long term use with less maintenance, and one item is a no-cost addition of clarification to the federal Davis-Bacon wage requirements for the project. Additionally, the change order addresses two significant issues that the general contractor, Contractors Northwest, claims should result in additional reimbursement and time extension. One claim is for additional cost of administering the stimulus loan funding requirements for certifying the use of only American-made equipment and materials. The second claim is for extending the schedule for completion of the lab/admin building and the garage building by 45 days at no additional cost to the City. The completion date for the admin/lab building and the garage would be April 9th, and would allow the wastewater administration personnel to vacate their currently leased office space before the end of April when that lease expires. Completion of the overall project would not change. HDR and city staff negotiated the elements and costs of the change order, and believe they are fair and reasonable, and that the changes are necessary.

Councilman McEvers asked about the change involving the hot water piping. Wastewater Superintendent Sid Fredrickson explained the reason for the change from CPVC pipe material to steel to assure long term

reliability. He also noted that when this project is completed, many of the buildings at the WWTP will be heated with digester gas, and it is a huge step forward in “going green” and reducing heating costs.

Mr. Shults noted that although this latest change order includes a time extension for a portion of the project, along with customary changes to the details of construction; the project overall is on schedule and the cost is \$2,000,000 less than the originally anticipated cost for the project. He further noted that their goal on these types of projects is to keep the change order ratio at 5% or less, and that the project will be extended until about the 9th of April. Mr. Fredrickson noted that the lease for the Administration offices expires at the end of April.

MOTION: Motion by McEvers, seconded by Hassell, to recommend Council approval of Resolution No. 11-___ approving Change Order #4 for an increased cost of \$105,280 to the City’s agreement with Contractors Northwest, Inc. for a total construction contract amount of \$10,929,835. Motion carried.

**Item 2 Professional Service Contracts
Consent Calendar**

Jon Ingalls, Deputy City Administrator, on behalf of Gordon Dobler, Engineering Services Director, presented a request for approval of a policy for procuring and approving Professional Service contracts under \$25,000. He noted that the policy would benefit all departments and that the department head would procure services using a more abbreviated process but guided by certain criteria. Mr. Ingalls stressed that the policy only delegates the ability to procure things that the council has already approved in the financial plan.

Mr. Wilson noted that the criteria in the policy mirrors state statutes for procuring professional services for design professionals. Departments likely to use this policy would be Engineering, Water, Wastewater, and Parks.

Councilman Hassell suggested that it might be prudent to have the next level of supervision review any proposed contracts. Mr. Wilson said that the policy states that the department head is authorized to execute contracts following legal review, and that a formalized one-sheet review form would also be attached to the contract that would explain why the contractor was chosen and why the contract is reasonable.

Councilman McEvers asked how things have been done previously. Mr. Wilson said that the procedure previously has been pretty similar but they felt it was time to make sure there was a policy.

Mr. Dobler noted in his staff report that up to now, staff has used the same guidelines as those established for contracts over \$25,000, with the exception of the requirement to solicit proposals by a Request for Proposal process. Idaho Code 67-2320(3) allows municipalities to establish their own guidelines for procurement of contracts under \$25,000. The legal opinion of the Attorney General and the city attorney is that the Council may delegate the authority to approve the contracts. The proposed policy delegates authority to approve the contracts and mirrors the one already adopted by Council for public works contracts, which has substantially simplified work flow while maintaining the integrity of the process.

MOTION by McEvers, seconded by Hassell, to recommend Council approve Resolution No. 11-___, and adopt the proposed policy for procuring and approving Professional Service contracts under \$25,000 with the addition of language that the proposed contract be reviewed by the next level supervisor and the legal department. Motion carried.

The meeting adjourned at 4:27 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison