

Coeur d'Alene

CITY COUNCIL MEETING

February 21, 2006

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
FEBRUARY 7, 2006**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall February 7, 2006 at 12:00 noon, there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Deanna Goodlander) Members of Council Absent

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

INVOCATION was led by Pastor Tom Weadick, Vineyard Christian Fellowship.

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

PRESENTATION – PUBLIC PARKING LOT UPDATE: City Finance Director Troy Tymesen gave a brief review of the operation and revenue from the City's public parking lots. He noted that the city has three different contracts for parking activities within the Downtown area: On-street parking enforcement; boat moorage fee collection, and; city parking lots management. He reported that revenues from the parking lots have 40% of net income going to the Parks Capital Improvement Fund and the remaining 60% going to the Parking Fund.

PUBLIC COMMENTS:

GRANT APPLICATION FOR HERITAGE HOMES EXPANSION: Mike Grabenstein, 963 5th Street, requested \$50,000 from the City as a match for a HUD grant application for the expansion of the Heritage Homes facility in order to add 25 additional units of affordable senior housing. Councilman Edinger asked if they did not get a funding partner, would they lose the grant. Mr. Grabenstein responded that they need to find a partner by Friday or the grant money would go away. Councilman Edinger asked if Mr. Grabenstein had gone to the County. Mr. Grabenstein responded that they have not discussed this request with the County. Mr. Grabenstein noted that the \$50,000 could also be in the form of in-kind donations such as property tax relief. Councilman Reid asked if it could be in-kind services. Mr. Grabenstein responded that they could. He also noted that the grant administrators for this grant are out of Nebraska. In response to

Councilman McEvers questions, Mr. Grabenstein noted that the size of the facility is committed through HUD, but that they have tried cutting as much as they could from the design plans such as landscaping and the front porch. Finance Director, Troy Tymesen, commented that he believes that it would be good for the City to partner with a facility that has been established in this community for 85 years and that affordable housing is needed for our seniors. He would like to see if there are some kinds of creative alternatives that the City could use to help with this grant.

Motion by Reid, seconded by Edinger to authorize the Finance Director to work out a way for the City to partner with Coeur d'Alene Home for this grant. Motion carried.

PERSONS FIELD: Susan Snedaker, 821 Hastings, requested that the Council rescind the Memorandum of Understanding with School District 271 for the transfer of this property to the school.

BOARDING HOUSE: Susan Snedaker, 821 Hastings, believes that a home in her neighborhood is really a boarding house and a Special Use Permit should have been applied for. She believes that this is a violation of the City's zoning regulations. She commented that the City has not done anything to resolve this issue since it was brought to the Council's attention over 10 months ago. She commented that when her group came to the City Council that would have constituted the filing of a formal complaint. She believes that nothing has been done by the City and no Code Enforcement has been undertaken.

ANIMAL ATTACK: Barbara Crumpacker, 1015 Lakeside Avenue, reported that her dog was attacked by another dog that was not on a leash while they were on Tubbs Hill. She requested that formal action be taken to amend the regulations to increase the fines.

Motion by Reid, seconded by McEvers to forward the two issues mentioned above to the General Services Committee. Motion carried.

THE LORD'S HOUSE: Jack Landreth, 724 E. Hastings, administrator of the Lord's House at 724 E. Hastings, explained that Jennie Hovsepian, bought the house to help needy men to get off the streets and get back on their feet. He reported that each man is interviewed before they can be admitted to the house. Some of the rules are: Zero tolerance for the use of drugs or alcohol; work a NA or AA program by attending at least 2 meetings a week; attend church weekly; actively seek employment; agree to common courtesy and respect; agree to take responsibility for personal cleanliness, and; agree not to occupy the space at this home if they don't need to. They have a morality clause including language. He summarized by stating that this is not a flop house but they have a focus of empowering men to get back into society. Currently there are 4 residents at this location. They include a 62 year old man, a TESH Industry young man who could not afford to live on his own, and the remaining two are recovering alcoholics who are trying to get their lives together. They have had men who have stayed 19 months or as little at 3 months; however, they do not kick anyone out, they leave when they are ready to live in society again. Mr. Landrus noted that some neighbors, especially the

immediate neighbors are in support of this house. He read a letter from Steve Adams who commented that he had witnessed only one minor disturbance for which the offending party later apologized. Mr. Landrus commented that those few people who are opposed to this house have never come over to talk to him or ask him questions. He noted that there are a total of 3 houses that are classified as the Lord's House, the one on Hastings, one on N. 9th Street and one on 15th Street. Councilman Hassell asked if he had ever come to the City concerning the complaint about these houses not in compliance with city zoning regulations. Councilman Kennedy commented that the neighbors are not out to destroy the house, but the neighbors do have a concern of safety for their families and asked Mr. Landrus if he has ever thought about how he can communicate with the area residents. Mr. Landrus responded that he would welcome any neighbor into the house to talk with him and the men living there. Councilman Hassell commented that from what Mr. Landrus has been saying he is running a boarding house. Mr. Landrus responded that the zoning code allows up to 4 people to live in one house and that this is not against the zoning codes.

Councilman Edinger asked Susan Snedaker if she has ever spoken to or gone to the house that she is complaining about. Ms. Snedaker responded that she has not done so. Councilman Edinger asked if these issues will be brought to the General Services Committee on February 13th. Councilman Hassell noted that it probably won't be that date; however, the City will inform the people when it will come forward to the General Services Committees.

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

1. Approval of minutes for January 17, 2006.
2. Setting the Public Works Committee and General Services Committee meeting for February 13, 2006 at 4:00 p.m.
3. RESOLUTION 06-009: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN ARCHITECTURAL CONTRACT WITH G.D. LONGWELL, PLLC FOR THE FIRE DEPARTMENT FACILITIES PROJECT; APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH JUB ENGINEERS, INC. FOR TASKS ASSOCIATED WITH COLLECTION SYSTEM DEVELOPMENT AND REHABILITATION AND AUTHORIZING THE ADOPTION OF THE WATER DEPARTMENT SAFETY MANUAL.
4. Acceptance of donation from North Idaho College for CDATV.
5. Approval of Water facility lock replacement project.
6. Approval of cemetery lot repurchase from Frank and Lois Turpin.
7. Setting of Public Hearing for Senior Center ICDB Grant application for February 21, 2006.

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

WATER DEPARTMENT RADIO READ METER SYSTEM: Councilman McEvers announced that the City is proceeding with the installation of a radio-read water meters in the northwest part of town. This portion of town should be completed in May. The remaining parts of town will be done over the next 3 years. Councilman McEvers noted that this is a huge step in technology for the City.

APPOINTMENTS TO ARTS COMMISSION AND PARKING COMMISSION: Motion by Edinger, seconded by McEvers to appoint Fred O'Gram and Janet Launhardt to the Arts Commission and Steven Foxx to the Parking Commission. Motion carried.

AMENDMENT TO PSEUDOEPHEDRINE REGULATIONS: Motion by Hassell, seconded by Edinger to direct staff to prepare the amendments to the pseudoephedrine regulations as recommended. Motion carried.

RESOLUTION NO. 06-010

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A SIDEWALK CURB RAMP – ACCESSIBILITY POLICY.

Motion by Reid, seconded by Hassell to adopt Resolution 06-010.

DISCUSSION: Councilman Edinger asked about low income seniors who could not afford to pay for improvements to their sidewalks vs. placing a lien on their property. Councilman Reid noted that if there were enough citizens the City could form an LID so the cost could be repaid over a period of time. Councilman Hassell asked if we could form one LID to combine sidewalks and sewer connections.

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

RESOLUTION NO. 06-011

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH KOOTENAI COUNTY FOR BILLING SERVICES FOR COMMERCIAL SOLID WASTE ACCOUNTS WITHIN THE CITY LIMITS OF COEUR D'ALENE.

Motion by Reid, seconded by Hassell to adopt Resolution 06-011.

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

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

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

The Council entered into Executive Session at 7:22 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of litigation.

No action was taken and the Council returned to regular session at 7:59 p.m.

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

The meeting adjourned at 8:00 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 06-012

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AMENDMENT NO. 3 TO THE PAC GRANT SERVICES AGREEMENT FOR SELTICE WAY / US BANK PROJECT; APPROVAL OF A SUB-GRANTEE AGREEMENT FOR LAKE CITY SENIOR CENTER; APPROVAL OF A DEFERRED REQUIREMENT AGREEMENT WITH HONUKAI INVESTMENTS AND APPROVAL OF S-06-05 FINAL PLANT APPROVAL AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR COEUR D' ALENE PLACE 15TH ADDITION.

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

- 1) Approval of Amendment No. 3 to the PAC grant services Agreement for Seltice Way / US Bank project;
- 2) Approval of a Sub-Grantee Agreement for Lake City Senior Center;
- 3) Approval of a Deferred Requirement Agreement with Honukai Investments;
- 4) Approval of S-06-05 Final Plant Approval and Subdivision Improvements Agreement for Coeur d' Alene Place 15th Addition;

AND;

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

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

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

DATED this 21st day of February, 2006.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

DATE: FEBRUARY 6, 2006

TO: THE GENERAL SERVICES COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF AMENDMENT #3 TO THE AGREEMENT WITH PANHANDLE AREA COUNCIL FOR GRANT WRITING AND ADMINISTRATION SERVICES FOR ECONOMIC DEVELOPMENT AND PUBLIC FACILITIES PROJECTS WITHIN THE CITY OF COEUR D'ALENE FOR A THREE-YEAR TERM.

DECISION POINT:

- To authorize amendment #3 to the Professional Services Agreement with Panhandle Area Council for grant writing and administration services for economic development and public facilities projects within the City of Coeur d'Alene for a three-year term.

HISTORY:

On November 18, 2003, pursuant to Resolution No. 04-004, the City Council authorized a Professional Services Agreement with Panhandle Area Council for a three-year term of grant writing and administrative services for economic development and public facilities projects. On May 17, 2005, pursuant to Resolution No. 05-037, the City approved Amendment #2, to authorize services for the Seltice Way – U.S. Bank project. This amendment further specified the project completion date of December 31, 2005. The project is near completion; however, we are requesting to increase the completion date to be no later than March 31, 2006.

FINANCIAL:

As stated in the original agreement, grant administration cost shall not exceed 10% of the grant amount received, which for this project shall not exceed \$11,500.

DECISION POINT/RECOMMENDATION:

- To authorize Amendment #3 to the Professional Services Agreement with Panhandle Area Council for grant writing and administration services for economic development and public facilities projects within the City of Coeur d'Alene for a three-year term.

PROFESSIONAL SERVICES CONTRACT
between
the City of Coeur d'Alene and Panhandle Area Council
Three-Year Term Grant Writing and Administration

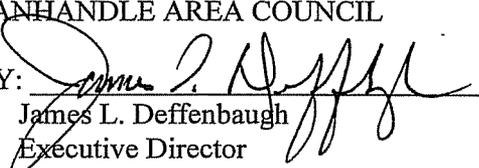
Project #2 – Amendment #3
Seltice Way – US Bank Project

This Contract is hereby amended to incorporate the Seltice Way – US Bank Project numbered #3. The services to be performed under Project #2 will commence December 1, 2004 and will be completed no later than March 31, 2006.

5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on December 1, 2004. The services to be performed by the CONTRACTOR will be completed no later than March 31, 2006, or at grant closeout, which ever comes first.

PANHANDLE AREA COUNCIL

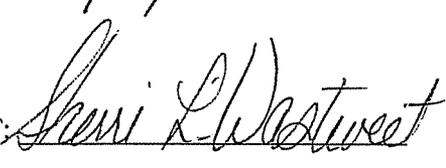
BY: _____


James L. Deffenbaugh
Executive Director

DATE: _____

1/19/06

ATTEST: _____



CITY OF COEUR D'ALENE

BY: _____

Sandi Bloem
Mayor, City of Coeur d'Alene

DATE: _____

ATTEST: _____

MEMORANDUM

DATE: FEBRUARY 7, 2006

TO: THE GENERAL SERVICES COMMITTEE

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZATION OF A SUBGRANTEE AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND THE LAKE CITY SENIOR CENTER.

DECISION POINT:

- To recommend authorization of a subgrantee agreement between the City of Coeur d'Alene and the Lake City Senior Center.

HISTORY: On July 1, 2003 the City Council approved an agreement with the Lake City Senior Center setting out terms for the Idaho Community Development grant application and acceptance of funds. Due to time constraints and changes in the project scope, the Senior Center did not apply for the grant and the original agreement between the City and the Senior Center has expired. The Lake City Senior Center has requested to submit a grant application in early March 2006. Additionally, the Lake City Senior Center has agreed to be responsible for any grant match requirements. Therefore, the new subgrantee agreement needs to be executed, ensuring the financial responsibility of the grant match is with the Lake City Senior Center.

FINANCIAL: Currently there is no cost associated with this action.

PERFORMANCE ANALYSIS: Authorizing these agreements will allow the City and PAC to move forward with the block grant request, and the Lake City Senior Center to move forward with planning renovations to the Senior Center building.

QUALITY OF LIFE: The Lake City Senior Center has a great opportunity to renovate the building at Lakewood drive. With the City's sponsorship, they are eligible for a maximum of \$150,000 upon approval by the Idaho Department of Commerce.

DECISION POINT/RECOMMENDATION:

- To recommend authorization of a sub-grantee agreement between the City of Coeur d'Alene and the Lake City Senior Center.

SUBGRANTEE AGREEMENT
between
City of Coeur d'Alene and Lake City Senior Center
for the
Lake City Senior Center Renovations Project

THIS AGREEMENT made between the CITY OF COEUR D'ALENE, Idaho, a political subdivision of the State of Idaho (hereinafter "CITY"), located at 710 E. Mullan Ave., Coeur d'Alene, Idaho, 83814, and the LAKE CITY SENIOR CENTER (hereinafter "SUBGRANTEE"), an Idaho not-for-profit corporation, located at 1916 Lakewood Drive, Coeur d'Alene, Idaho 83814.

THIS AGREEMENT is entered into between the CITY and the SUBGRANTEE under the laws of the State of Idaho, and shall be effective on the date when both parties have affixed their signatures to this agreement, which shall remain in effect until project completion.

WHEREAS, the CITY is making application to the Idaho Department of Commerce (hereinafter "Department"), for receipt of grant funds under Idaho Community Development Block Grant Program (ICDBG) for purpose of constructing renovations to the Lake City Senior Center; and

WHEREAS, the CITY and the SUBGRANTEE have inherent interests in the health and welfare of its citizens, and it has been determined that it is in the best interests of the CITY and the SUBGRANTEE to join forces for the successful completion of this project; and

WHEREAS, this Agreement is contingent on the CITY receiving state and/or federal funds for the successful completion of this project; and

WHEREAS, in order to assure effective management of the above project, it is deemed to be in the best interest of both parties to enter into this agreement as hereinafter provided;

NOW THEREFORE, the parties do mutually agree as follows:

1. Purpose. The purpose of this agreement is to construct renovations to the Lake City Senior Center.
2. Governing Board and Administration of the Project. Upon receipt of an Idaho Community Development Block Grant, the governing board established by this agreement shall consist of the Mayor and Council of the City of Coeur d'Alene, Idaho. As such, the Mayor and Council of the City of Coeur d'Alene shall select, through competitive procurement, grant administration services.
3. Employee-Employer Relationship. The contracting parties warrant by their signature that no employer-employee relationship is established between the CITY and the SUBGRANTEE by the terms of this Agreement. It is understood by the parties hereto that neither the SUBGRANTEE nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.

4. Insurance. The SUBGRANTEE warrants that it has obtained, and will maintain at its expense for the duration of this Agreement, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.

5. Scope of Work. The CITY and the SUBGRANTEE hereby agree to perform work identified in the Scope of Work, attached hereto as ATTACHMENT A, which by this reference is made a part hereof.

6. Modification and Assignability of Agreement. This Agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Agreement, are valid or binding. This Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The SUBGRANTEE may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

7. Termination of Agreement. This Agreement may be terminated as follows:

- (a) Termination due to loss of funding. In the event that the Department reduces or terminates payments under the ICDBG Program so as to prevent the CITY from paying the SUBGRANTEE with ICDBG funds, the CITY will give the SUBGRANTEE written notice which sets forth the effective date of the termination and explain the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.
- (b) Termination for Convenience. The CITY may terminate this Agreement in whole, or in part, for the convenience of the CITY when both parties agree that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The parties shall agree in writing upon the conditions, effective date and fair and reasonable payment for work completed.
- (c) Termination for Cause.
 - (i) If the CITY determines that the SUBGRANTEE has failed to comply with the terms and conditions of this Agreement, it may terminate this Agreement in whole or in part, at any time before the date of completion. If the SUBGRANTEE fails to comply with any of the terms and conditions of this Agreement, the CITY may give notice, in writing, to the SUBGRANTEE of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this

Agreement to be terminated. The SUBGRANTEE will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the CITY by reason of the SUBGRANTEE 'S failure to comply with this Agreement.

- (ii) Notwithstanding the above, the SUBGRANTEE is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the SUBGRANTEE, and the CITY may withhold any payments to the SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due the CITY from the SUBGRANTEE is determined.

8. Documents Incorporated by Reference. The CITY'S application to the Department for ICDBG funding, to be dated March 2004, any amendments thereto, and all applicable federal and state statutes and regulations are incorporated into this Agreement by Attachment B.

9. Civil Rights Act of 1964. The SUBGRANTEE will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974. The SUBGRANTEE will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

11. Section 3 of the Housing and Urban Development Act of 1968. The SUBGRANTEE will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG-assisted project will be extended to lower income project area residents. Further, the SUBGRANTEE will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

12. Minority Business Enterprise. Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the SUBGRANTEE will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the SUBGRANTEE must document all affirmative steps

taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

13. Nondiscrimination. The SUBGRANTEE will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

14. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the SUBGRANTEE pursuant to this Contract are to be the property of the CITY and the Department will have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY and the Department.

15. Reports and Information. The SUBGRANTEE will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for three years after the expiration of this Agreement.

16. Access to Records. It is expressly understood that the SUBGRANTEE 'S records relating to this Agreement will be available during normal business hours for inspection by the CITY, the Department, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

17. Construction and Venue. This Agreement will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District, Kootenai County, for the City of Coeur d'Alene, State of Idaho.

18. Indemnification. The SUBGRANTEE waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the SUBGRANTEE 'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY, or its officers, agents or employees. Further, the SUBGRANTEE will indemnify, hold harmless, and defend the CITY, against any and all claims, demands, damages, costs, expenses or liability arising out of the SUBGRANTEE 'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY, or its officers, agents or employees.

19. Legal Fees. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

20. Special Warranty. The SUBGRANTEE warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. The SUBGRANTEE further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by the SUBGRANTEE shall make this Agreement null and void.

21. Attachments. Attachment A "Scope of Services", and Attachment B "Community Development Block Grant Assurances" are attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

LAKE CITY SENIOR CENTER, SUBGRANTEE

By: _____
Sandi Bloem, Mayor

By: _____

Its: _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of February, 2006, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2006, before me, a Notary Public, personally appeared _____, known to me to be the _____, of the **Lake City Senior Center**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

ATTACHMENT A

SCOPE OF WORK

The parties assume the following duties with respect to completing performance of this Agreement:

A. CITY OF COEUR D'ALENE, IDAHO:

1. Upon Grant Award, the CITY will provide \$126,521.00 of funds available through the Idaho Community Development Block Grant (ICDBG) Program as outlined in the CITY'S application to the Idaho Department of Commerce, to be submitted in March 2006 to finance renovations to the Lake City Senior Center.
2. The CITY will contract with an Idaho Department of Commerce-approved certified grant administrator to administer and manage grant funds in furtherance of the construction effort undertaken by the Lake City Senior Center. Through this contract, the grant administrator will be responsible for compliance with all administrative requirements for the CITY as it relates to the ICDBG.
3. The CITY will act as the fiscal agent in disbursing all eligible funds contracted by the SUBGRANTEE.

B. LAKE CITY SENIOR CENTER:

1. The Lake City Senior Center will adopt all of the assurances respecting compliance with the necessary terms and conditions of the ICDBG by reference as will be executed by the CITY, and as may be necessary to maintain compliance with the ICDBG regulations. The CITY'S application to be submitted in March 2004 and all applicable State and Federal statutes and regulations are incorporated into this Agreement by this reference and are binding upon both the CITY and the SUBGRANTEE.
2. The Lake City Senior Center will contract with an architectural firm for design and construction administration of the proposed project.
3. The Lake City Senior Center will provide matching funds as outlined in the Idaho Community Development Block Grant Agreement between the CITY and the Idaho Department of Commerce, and contract for and supervise construction of the renovations in accordance with the terms of this Agreement and all applicable State and Federal statutes and regulations.

ATTACHMENT C

COMMUNITY DEVELOPMENT BLOCK GRANT ASSURANCES

1. Nondiscrimination Under Title VI of the Civil Rights Act of 1964.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee is undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate. This Agreement is also subject to the requirements under the Fair Housing Act Amendments of 1988 which has been expanded to cover handicapped persons and families with children.

2. Title VIII

This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), and HUD regulations with respect thereto, providing that it is the policy of the United States, within constitutional limitations, to provide fair housing, and prohibiting any person, in the sale, rental financing, or brokers of housing, from discriminating or in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. In the implementation of Title VIII, HUD is guided by Executive Orders 11063 and 12259, and 24 CFR Parts 100 through 115, particularly Part 107.

3. Section 109

This Agreement is also subject to the provisions of Section 109 of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended. Section 109 prohibits the use of criteria based on race, color, national origin or sex to exclude any person from participating in or benefiting from any program or activity funded in whole or part with community development funds made available pursuant to the Act. Section 109 further incorporates prohibitions against age discrimination contained in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and against handicapped discrimination contained in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

4. Labor Standards

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and the Contract Work Hours and Safety Standard Act (40 U.S.C. 327 et seq.), as well

as HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5.5, governing the payment of wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligations, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5. No award shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

5. Environmental Standards

This Agreement is subject to the policies contained in the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), and related laws, as furthered by HUD regulations contained in 24 CFR Part 58. The Grantee hereby assumes responsibility for environmental review, decision-making, and other action under NEPA and related laws, in accordance with Part 58.

6. Section 3

This Agreement is subject to the employment and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income persons residing within the unit of local government or the metropolitan area or nonmetropolitan county in which a covered project is located; and the contracts for work in connection with such projects be awarded, to the greatest extent feasible, to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area or nonmetropolitan county as the project. HUD regulations contained in 24 CFR Part 135 contain guidelines relating to Section 3 objectives.

7. Lead Based Paint Hazards

The construction or rehabilitation of residential structures with assistance provided by this Agreement is subject to HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead based paint hazards under Subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

8. Conflict of Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts a provision prohibiting such interest pursuant to the purposes of this section.

9. Prohibition Against Payments or Commissions

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

10. Conflict of Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

11. Historic Preservation Act of 1966

Historic Preservation Act of 1966, as amended (16 U.S.C. 470 et seq.).

12. Additional Assurances

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement. The Grantee shall comply with all lawful requirements of the Grantor to insure this Agreement is carried out in accordance, and with the obligations and responsibilities of the Grantor to HUD.

13. Requirements for Units of General Local Government

A. Certification

Title I of the Housing and Community Development Act of 1974, as amended through 1983, Section 106(d)(5) units of general local government must make certain certifications to the State. The certifying official must have sufficient authority to make such certifications on behalf of the unit of government. The State may not distribute funds unless the unit of government has submitted certifications providing essentially that it will:

- (1) minimize displacement as a result of activities assisted with ICDBG funds;
- (2) conduct and administer its program in conformance with Title VI and Title VIII, and affirmatively furthering fair housing;
- (3) provide opportunities for citizen participation comparable to the State's requirements (those described in Section 104(a) of the Act, as amended);
- (4) not use assessments or fees to recover the capital costs of ICDBG-funded public improvements from low and moderate income owner occupants; and
- (5) abide by all State and Federal rules and regulations related to the implementation and management of Federal grants.

GENERAL SERVICES COMMITTEE
STAFF REPORT

DATE: February 13, 2006

FROM: Ed Wagner, Building Official

SUBJECT: Deferred Improvement Agreement with Honukia Investments, LLC

DECISION POINT:

Provide the full City Council with a recommendation regarding approving an agreement with Honukia Investments LLC to allow Honukia to defer installing fire-rated window assemblies until a later date.

HISTORY:

Honukia Investments recently purchased an office building located at 2205 N Ironwood Place and began remodeling the building. The remodel triggered a requirement to install fire-rated window assemblies because the structure is located in near proximity to the property line. The purpose of the fire-rated window assemblies is to protect the building in the event that an adjacent structure catches fire. Because of the layout and topography of the adjacent lot, it is highly unlikely that a structure will be built on that lot in a manner that would require the installation of fire-rated window assemblies in the building owned by Honukia. Given that, Honukia requested that the City allow them to defer installation of fire-rated window assemblies until a structure is built on the adjacent property that would trigger installation. City staff worked with Honukia to prepare the attached agreement.

FINANCIAL ANALYSIS:

This agreement should not result in any costs to the City.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

The attached agreement will allow Honukia to delay installation of the required fire rated window assemblies until such time as they are needed. Honukia is under an obligation to provide a bond if requested and to notify the City if a building is constructed on the adjacent lot that would trigger the installation of the fire rated windows assemblies. The agreement should be recorded to put all potential purchasers of the Honukia building on notice of this requirement.

DECISION POINT/RECOMMENDATION:

Recommend that the full City Council approve the agreement with Honukia Investments.

AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of February 2006, by and between the CITY OF COEUR D' ALENE, IDAHO, hereinafter called the "City" and HONUKAI INVESTMENTS, LLC, of P.O. Box 8479, Missoula, MT 59807, hereinafter called "Honukai".

WITNESSETH:

WHEREAS, Honukai is the owner of land lying in Lot 1, Block 1, of DOLAN'S IRONWOOD CENTER, according to the official plat thereof, filed in Book F of Plats, Pages 112, records of Kootenai County, Idaho, hereinafter "Honukai Property" (see Attachment A); and

WHEREAS, a building located on Honukai Property is situated five (5) feet from the boundary line of an adjacent tract of land, specifically Lot 1, of 1025 Ironwood Condominium, according to the plat thereof, filed in Book F of Plats, Pages 207, 207A and 207B, official records of Kootenai County, Idaho, hereinafter "Adjacent Property" (see Attachment A); and

WHEREAS, the City has enacted certain building codes and ordinances designed to protect persons occupying structures located within the City from fire and other dangers.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Honukai, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Honukai hereby covenants and agrees that if any structure or building is built or placed on the Adjacent Property in the area located within 16 feet of the common boundary between Honukai Property and the Adjacent Property (hereafter referred to as the "Boundary Area"), Honukai shall install fire-rated windows and assemblies compliant with the then current City codes and ordinances in the effected buildings

located on Honukai Property upon sixty (60) days notice from the City that a building or structure will be built or placed on the Boundary Area.

2. Upon notice from the City that a building shall be constructed or placed on the Boundary Area, Honukai shall provide the City, upon request, with a bond in the amount of 150% the estimated costs to install fire-rated windows compliant with City codes and ordinances in the effected buildings located on Honukai Property. If Honukai fails to provide the City with the requested bond, the City shall be entitled to file a lien against Honukai Property for the estimated amount to install such fire-rated windows on the effected buildings located on Honukai Property.
3. Honukai shall have an affirmative duty to notify the City of this Agreement in the event of the commencement of construction of a building on the Adjacent Property within the 16 feet of the common boundary of the Honukai Property. If at any time Honukai obtains a permit and installs fire-rated windows compliant with City codes and ordinances in the effected buildings located on Honukai Property, this Agreement shall terminate and be of no further effect.
4. The City hereby covenants and agrees that it will not penalize, fine or sanction, in either a civil or criminal action, Honukai for failing to install fire-rated windows in accordance with City code and ordinances in the existing building on the Honukai Property nor shall the City demand or require Honukai to install fire-rated windows in accordance with City code and ordinances in the existing building on the Honukai Property, so long as no building or structure is built or placed on the Boundary Area.
5. This Agreement shall be considered as a covenant running with the land and shall bind parties' and their respective successors, heirs and assigns. This covenant may

only be removed upon agreement of the City or upon the installation of fire rated windows in compliance with City ordinances by Honukai.

6. The City and Honukai shall each have the option and right to enforce by any proceedings at law or in equity all provisions of this Agreement. The method of enforcement may include legal action seeking an injunction to prohibit any violation, to recover damages, or both. Failure by either party to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Should any law suit or other legal proceeding be instituted against either party, the prevailing party in such proceeding shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney's fees. Venue for any proceeding at law or in equity to enforce this Agreement shall be brought in the First Judicial District of Idaho, Kootenai County, Idaho.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first hereinabove written.

CITY OF COEUR D' ALENE

By: _____
Sandi Bloem, Mayor

Susan K. Weathers, City Clerk

HONUKAI INVESTMENTS, LLC

By:  _____
Kirby S. Christian, Its Authorized Member

STATE OF IDAHO)
) ss.
County of KOOTENAI)

On this ___ day of _____, 200___, before me, the undersigned, a Notary Public for the State of Idaho, 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 Official Seal the day and year first above written.

(SEAL)

Notary Public for the State of Idaho
Print Name: _____
Residing at: _____
My Commission Expires: _____

STATE OF MONTANA)
) ss.
County of MISSOULA)

On this 6th day of February, 2006, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KIRBY S. CHRISTIAN, known to me to be the Authorized Member of the entity that executed the within instrument and acknowledged to me that such entity executed the same.

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



(SEAL)

MARILEE C. KLAUDT
NOTARY PUBLIC-MONTANA
Residing at Missoula, Montana
My Comm. Expires Jan. 28, 2009

Marilee C. Klaudt
Notary Public for the State of Montana
Print Name: Marilee C. Klaudt
Residing at: _____
My Commission Expires: _____

Attachment A

AGREEMENT

5

CITY COUNCIL STAFF REPORT

DATE: February 21, 2006
FROM: Christopher H. Bates, Project Manager
SUBJECT: **Coeur d'Alene Place 15th Addition, Final Plat Approval, Subdivision Improvement Agreement & Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat of CdA Place 15th Addition, a fifty nine (59) lot phase of the Coeur d'Alene Place development.
2. City Council approval of the Subdivision Improvement Agreement and Security for the noted 15th Addition.

HISTORY

Applicant: Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019

Location: North of Hanley Avenue, between Courcelles Drive and Atlas Road.

Previous Action:

1. Final plat of the 6th Addition (61 lots) approved in June 1999.
2. Final plat approval of the 9th Addition (55 lots) and 10th Addition (32 lots) in November 2000.
3. Final plat approval of the 11th Addition (38 lots) in February 2003.
4. Final plat approval of the 12th Addition (48 lots) in August 2003.
5. Final plat approval of the Bolivar Addition (39 lots) in October 2003.
6. Final plat approval of the 13th Addition (56 lots) in September 2004.
7. Final plat approval of the 14th Addition (33 lots) in October 2005.

FINANCIAL ANALYSIS

The applicant has installed security totaling \$61,066.00 to cover the outstanding cost of the uncompleted improvements (sidewalk & monumentation).

PERFORMANCE ANALYSIS

The subdivision agreement has a completion date of July 31, 2006 at which point the improvements are to be installed. If they have not been completed, the City has the ability to attach the security and complete their installation.

QUALITY OF LIFE ANALYSIS

Completion of this process will allow the developer to continue the extensive subdivision without impediment and protect the interests of the City with the installation of the required agreements and security's.

DECISION POINT RECOMMENDATION

1. Approve the final plat of Coeur d'Alene Place 15th Addition.
2. Approve the Subdivision Improvement Agreement and installed security.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of February, 2006 between Greenstone-Kootenai, Inc., a corporation organized pursuant to the laws of the state of Idaho, whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Coeur d'Alene Place 15th Addition, a fifty-nine (59) lot residential subdivision in Coeur d'Alene, situated in the Southwest Quarter of Section 27, Township 51 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 Developers agree to complete the following improvements: concrete sidewalk and monumentation as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31st, day of July, 2006. Said improvements are more particularly described in the plans and specifications entitled "Coeur d'Alene Place 15th Addition", dated August 5, 2005, signed and stamped by Doug Desmond, PE, # 10886, on file in the City Engineer's office and incorporated herein by reference.

The Developers, prior to recording the plat, shall deliver to the City, a Letter of Credit or some other form of security that is acceptable to the City Attorney, in the amount of Sixty One Thousand Sixty Six (**\$61,066.00**) securing the obligation of the Developers to complete the subdivision improvements referred to herein. The term of the **security shall extend at least one year** beyond the time within which the improvements are to be completed as provided herein, and a copy of such security is marked Exhibit "A" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developers to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof to complete or have the improvements completed. In the event the City completes the improvements as a result of Developers' default, Developers shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

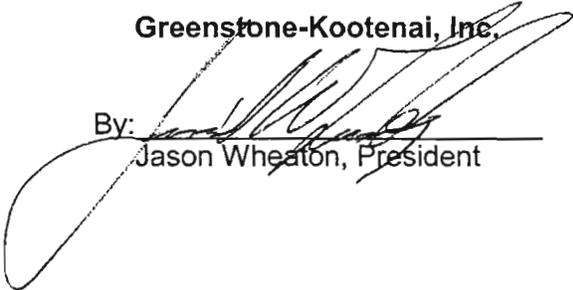
The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developers. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in 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

Greenstone-Kootenai, Inc.

Sandi Bloem, Mayor

By: 

Jason Wheaton, President

ATTEST:

Susan K. Weathers, City Clerk

SUBDIVISION BOND

Bond No.: K07045803

Principal Amount: \$61,066.00

KNOW ALL MEN BY THESE PRESENTS, that we Greenstone-Kootenai, 1421 N. Meadowwood Lane, #200, Liberty Lake, WA 99019 as Principal, and Westchester Fire Insurance Company, 525 W. Monroe Street, Ste. 400, Chicago, IL 60661 a New York Corporation, as Surety, are held and firmly bound unto City of Coeur d'Alene, 710 Mullan Ave., Coeur d'Alene, ID 83814, as Obligee, in the penal sum of Sixty One Thousand Sixty Six and 00/100 (Dollars) (\$61,066.00), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Greenstone-Kootenai has agreed to construct in Coeur d'Alene Place 15th Addition Subdivision, in Coeur d'Alene, ID the following improvements:

Grading, Drainage, Sewer, Water, Paving, Curbing, Sidewalk

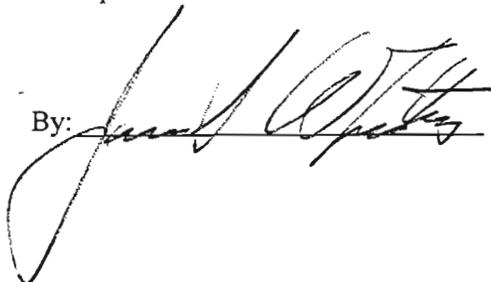
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed.

Signed, sealed and dated, this 21st day of December, 2005

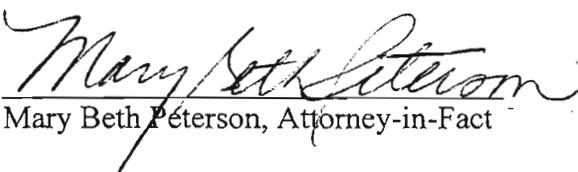
Greenstone-Kootenai
Principal

By:



Westchester Fire Insurance Company
Surety

By:


Mary Beth Peterson, Attorney-in-Fact

Power of Attorney

274045

WESTCHESTER FIRE INSURANCE COMPANY



1083089

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-In-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint JAMES I. MOORE, STEPHEN T. KAZMER and MARY BETH PETERSON all of the City of Countryside, State of Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten Million Dollars (\$10,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 2nd day of November 2004.



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 2nd day of November, A.D. 2004, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Tirri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Tirri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 21st day of December 2005.



George D. Mulligan

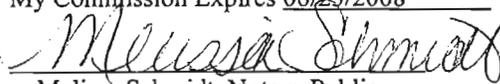
George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 2, 2006

State of Illinois }
 } ss.
County of DuPage }

On December 21, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Mary Beth Peterson known to me to be Attorney-in-Fact of Westchester Fire Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires 06/23/2008

Melissa Schmidt, Notary Public



**CITY COUNCIL
STAFF REPORT**

DATE: February 6, 2006
FROM: Richard F. Suchocki, Project Manager 
SUBJECT: Request to set Public Hearing for L I D 145 Government Way

DECISION POINT

Staff is requesting the City Council to set a public hearing on the final assessment roll for L I D 145 Government Way.

HISTORY

The Government Way Reconstruction Project is now complete. Phase A of the project included the installation of traffic signals at the intersections of Government Way and Neider Ave and Government Way and Dalton Ave. This phase of the project was completed in the fall of 2004. Phase B completed the widening of Government Way from the I-90 bridge to Dalton Ave. The improvements included curbs, sidewalks, water and sewer upgrades and street widening.

FINANCIAL ANALYSIS

The Government Way Reconstruction project was funded with federal funds. The L I D amount is \$700,000. This covers the City's local match.

PERFORMANCE ANALYSIS

The final L I D costs are within the limits originally anticipated

RECOMMENDATION

Staff recommends a motion to approve a resolution to set a public hearing for March 21, 2006 to confirm the final assessment roll for the Government Way Reconstruction Project.

RESOLUTION NO. 06-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, OF KOOTENAI COUNTY, IDAHO, ACCEPTING THE PROPOSED ASSESSMENT ROLL FOR LOCAL IMPROVEMENT DISTRICT NO. 145 OF THE CITY; SETTING THE TIME AND PLACE FOR HEARING ON SAID ASSESSMENT ROLL; PROVIDING FOR PUBLICATION AND MAILING OF NOTICE OF HEARING; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

**CITY OF COEUR D'ALENE
Kootenai County, Idaho**

LOCAL IMPROVEMENT DISTRICT NO. 145

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE as follows:

WHEREAS, the City of Coeur d'Alene, of Kootenai County Idaho, (the "District"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create local improvement districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, the City Council of the City (the "Council"), by Ordinance No. 3113, adopted on June 25, 2003, duly created Local Improvement District No. 145 ("LID No. 145"), provided for certain improvements to be made therein, and provided that a portion of the cost and expense of said improvements be assessed against the property benefited thereby; and

WHEREAS, the improvements in LID No. 145 have been completed; and

WHEREAS, in accordance with Section 50-1712, Idaho Code, the Engineer has submitted a report showing in detail the total cost and expenses of the improvements, the dollar amount payable from assessments and from other sources, and a form of assessment roll numbering each assessment, giving the name, where known, of the owner of each lot or parcel of property assessed, and showing the amount chargeable to each lot or parcel of property, according to the method of assessment as described by Ordinance No. 3113, as recommended by the Engineer; and

WHEREAS, the Council now desires to set a hearing in accordance with Section 50-1712, Idaho Code, where the Council will meet in open session and consider the report and the assessment roll and hear all objections to the assessment roll by the owners of property within LID No. 145; and

WHEREAS, such assessments appear to be reasonable and proper;

NOW, THEREFORE, IT IS HEREBY FURTHER RESOLVED as follows:

Section 1: ENGINEER'S REPORT ACCEPTED

The report of the Engineer, containing a form of assessment roll for LID No. 145, is hereby accepted.

Section 2: ASSESSMENT ROLL ORDERED FILED

The Engineer is hereby authorized and instructed to file said assessment roll with the City Clerk, where it shall be available for public inspection during regular office hours.

Section 3: TIME, DATE AND PLACE OF HEARING

Tuesday, March 21, 2006, at 6:00 o'clock P.M., at the City Council Chambers, City Hall, in Coeur d'Alene, Idaho, is hereby fixed as the time and place when and where the Council will meet in open session and consider the Engineer's report and the assessment roll, and hear all objections to the assessment roll by the owners of property within LID No. 145.

Section 4: NOTICE OF HEARING; PUBLICATION AND MAILING

The City Clerk is hereby directed to give notice that said assessment roll is on file in his/her office, by publication in the official newspaper of the City in three (3) successive issues if published in a daily newspaper or in two (2) successive issues if published in a weekly publication, the first such publication being not less than fifteen (15) days before the date fixed for hearing objections to said assessment roll. Said notice shall state the date, time and place at which the Council will hear and consider objections to the assessment roll by the parties aggrieved by such assessments. The published notice shall be in substantially the form set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

The Clerk shall also, not less than fifteen (15) days before the date fixed for hearing objections to said assessment roll, mail a substantially similar notice to each owner of property if known, or his agent if unknown, within the limits of LID No. 145, addressed to such person at his post office address if known, or if unknown, to the post office at Coeur d'Alene, Idaho. The mailed notice shall be in substantially the form set forth in Exhibit "B", attached hereto and made a part hereof by this reference.

The mailed notice shall also state the amount of the individual assessment and that at the specified time and place the Council will hold a hearing to hear and determine all objections to

the regularity of the proceedings in making such assessment, the correctness of the assessment, and the amount levied on the particular lot or parcel in relation to the benefits accruing thereon and in relation to the proper proportionate share of the total cost of the improvements in LID No. 145. Said mailed notice shall further state that in revising the assessment roll at or after the hearing, the Council may increase any assessment or assessments up to twenty percent (20%) of the original amount thereof without giving further notice and holding a new hearing thereon, and that the owner or owners of any property which is assessed in such assessment roll, whether named or not in such roll, may, before the date and time fixed for the hearing, file with the Clerk his or her objections in writing to said assessment.

Section 5: EFFECTIVE DATE OF RESOLUTION

This Resolution shall take effect and be in full force from and after its passage and approval.

PASSED this 21st day of February, 2006.

CITY OF COEUR D'ALENE,
Kootenai County, Idaho

Mayor

ATTEST:

City Clerk

(S E A L)

* * * * *

I, the undersigned, City Clerk of the City of Coeur d'Alene, of Kootenai County, Idaho, hereby certify that the foregoing Resolution is a full, true, and correct copy of the Resolution duly adopted at a regular meeting of the City Council, duly and regularly held at the regular meeting place thereof on February 21, 2006, of which meeting all members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on February 21, 2006.

City Clerk

(S E A L)

NOTICE OF HEARING ON ASSESSMENT ROLL

**CITY OF COEUR D'ALENE
Kootenai County, Idaho**

LOCAL IMPROVEMENT DISTRICT NO. 145

NOTICE IS HEREBY GIVEN that on Tuesday, March 21, 2006, at 6:00 o'clock P.M., the City Council of the City of Coeur d'Alene will conduct a hearing at the City Council Chambers, City Hall, in Coeur d'Alene, Idaho, Idaho, for the purpose of hearing and considering objections to the assessment roll for Local Improvement District No. 145.

The assessment roll and modifications and clarifications thereto are on file in the office of the City Clerk, and available for inspection by the public during regular office hours.

At the hearing, the City Council will hear and determine all objections to the regularity of the proceedings in making assessments, the correctness of assessments, and the amount levied on particular lots or parcels in relation to the benefits accruing thereon and in relation to the proper proportionate share of the total cost of the improvements.

You are hereby given notice that in revising the assessment roll at or before the hearing, the City Council may increase assessments up to twenty percent (20%) of the original amount thereof without giving further notice and holding a new hearing thereon.

Any owner of property assessed within Local Improvement District No. 145 may, before the date and time fixed for hearing, file with the Clerk his or her objection to the assessment. The City Council shall hear and determine all objections which have been filed by any party interested, at the time of this hearing. Written objections should be filed with the City Clerk at the address on this Notice.

DATED this 21st day of February, 2006.

CITY OF COEUR D'ALENE, Idaho

By: _____
City Clerk
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

PUBLISH in three (3) consecutive issues if daily publication or for two (2) successive weeks if weekly publication, with first publication on or before March 5, 2006.

EXHIBIT "A"

Property Owner:

Parcel Number:

Address:

Estimated Assessment:

NOTICE OF HEARING ON ASSESSMENT ROLL

**CITY OF COEUR D'ALENE
Kootenai County, Idaho**

LOCAL IMPROVEMENT DISTRICT NO. 145

NOTICE IS HEREBY GIVEN that on Tuesday, March 21, 2006, at 6:00 o'clock P.M., the City Council of the City of Coeur d'Alene will conduct a hearing at the City Council Chambers, City Hall, in Coeur d'Alene, Idaho, Idaho, for the purpose of hearing and considering objections to the assessment roll for Local Improvement District No. 145.

The assessment roll and modifications and clarifications thereto are on file in the office of the City Clerk, and available for inspection by the public during regular office hours.

At the hearing, the City Council will hear and determine all objections to the regularity of the proceedings in making assessments, the correctness of assessments, and the amount levied on particular lots or parcels in relation to the benefits accruing thereon and in relation to the proper proportionate share of the total cost of the improvements.

You are hereby given notice that in revising the assessment roll at or before the hearing, the City Council may increase assessments up to twenty percent (20%) of the original amount thereof without giving further notice and holding a new hearing thereon.

Any owner of property assessed within Local Improvement District No. 145 may, before the date and time fixed for hearing, file with the Clerk his or her objection to the assessment. The City Council shall hear and determine all objections which have been filed by any party interested, at the time of this hearing. Written objections should be filed with the City Clerk at the address on this Notice.

DATED this 21st day of February, 2006.

CITY OF COEUR D'ALENE, Idaho

By: _____

City Clerk
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

MAIL to property owners within LID No. 145 on or before February ____, 2006

EXHIBIT "B"

**PUBLIC WORKS
STAFF REPORT**

DATE: February 12, 2006
FROM: Tim Martin, Interim Street Superintendent
SUBJECT: **AUTHORIZATION TO PURCHASE CMAQ GRANT FUNDED REPLACEMENT SWEEPER**

DECISION POINT:

Staff requests Council approval to purchase one Tymco regenerative air sweeper from Clyde West Spokane, Washington under the Council-authorized 2006 Congestion Mitigation and Air Quality Improvement Program grant (CMAQ).

HISTORY:

A central focus of the CMAQ program is the improvement of air quality standards. Aggressive street sweeping is an essential best management practice (BMP) necessary to maintain air quality standards. Under his grant, the city will expand its sweeping program and attain improvement in air quality for the city. Similarly, an important element of the city's Storm water Utility is the preservation of water quality in Coeur d'Alene Lake and the Spokane River where the city's hard-piped stormwater system discharges. A concerted street sweeping effort is a key to best management practice (BMP) necessary to meet our water quality requirements and the commitments outlined in the City's Stormwater Phase II permit to the Environmental Protection Agency. With city growth, the city will need to operate 3 sweepers in order to maintain committed BMP sweeping standards. Last summer's sweeper purchased storm water funding along with this CMAQ grant-funded sweeper will meet our goal of operating three (3) sweepers.

FINANCIAL ANALYSIS:

This proposed new Tymco sweeper price is \$133,182.25. The Tymco regenerative air sweeper is approved under the Congestion Mitigation and Air Quality program. The CMAQ program would fund 90 percent of the \$133,182.25 cost of this sweeper. Our local match required is 10 percent or \$13,318.23 that is budgeted for fiscal year 2006. Through the bid process we received two comparable bids from:

Company:

Bid Quote:

BENKO-MATIC	Portland, Oregon	\$137,648.00
CLYDE/WEST	Spokane, Washington	\$133,182.25

PERFORMANCE ANALYSIS:

Our 2 regenerative air sweepers are 1998 and 1995 vintage – over 8 and 11 years old respectively. This investment is necessary to meet air and water quality mandates in a growing city. By adding a CMAQ-funded sweeper this fall, we can meet our requirements well into the future.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the purchase of a one Tymco regenerative air sweeper from Clyde/West of Spokane, Washington in the amount of \$133,182.25.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: February 13, 2006
FROM: Gordon Dobler, Growth Services Director
SUBJECT: Implementation of Flashing Yellow indicator at Kathleen / Atlas Signal

DECISION POINT

Staff is requesting Council approval of implementation of a flashing yellow indication at the new Kathleen Ave / Atlas Rd signal.

HISTORY

Northwest Signal, our consultant for the design of the traffic signal at Kathleen Ave and Atlas Road, has identified the need for a protected / permitted phasing for the left turn movements on Atlas Road, northbound and southbound. Current MUTCD standards require the use of a 5 section signal head for this purpose. However, there is concern in the industry over the acceptance of this type of device by motorists. The FHWA has been allowing the use of an alternate design on a trial basis. This design consists of an additional flashing yellow arrow on the left turn head that indicates when left turns are permitted but must still yield to oncoming traffic (see the attached sheet). This arrangement has been used in Oregon and Washington with success.

FINANCIAL ANALYSIS

There is a minimal cost difference in signal equipment required to implement the flashing yellow.

PERFORMANCE ANALYSIS

There are three alternatives available. First, use either a protected left turn or a permitted left turn configuration. Second, use the 5-section head or third, use the flashing yellow arrow. The first alternative would reduce the left turning capacity by either allowing left turns only with a dedicated phase (protected), which would eliminate the ability to turn left during periods of light traffic, or permitting left turns during the through moves (permitted), which would reduce the ability to turn left during periods of heavy traffic. The second alternative, the 5-section head, appears to be somewhat confusing to motorists and therefore less effective. The third alternative, flashing yellow arrow, appears to be less confusing and more widely accepted by motorists. In order to implement the flashing arrow we would need to send a request to the FHWA. The trial period would end in September 2009, at which time the signal head would need to be changed to conform to MUTCD, unless the flashing arrow is incorporated in the MUTCD by that time. We would also be required to submit semi-annual accident reports to the FHWA.

RECOMMENDATION

Staff recommends that we request implementation of the flashing yellow arrow at this location, from FHWA.

**Request to the Federal Highway Administration
For Experimentation by Implementation of the
Flashing Yellow Arrow Display**

By

Gordon Dobler, P.E.
City Engineer
City of Coeur d'Alene
City Hall - 710 E. Mullan Ave
Coeur D'Alene, ID 83814-3964
Phone (208) 769-2216
Fax (208) 769-2284

DATE January 18, 2006

Request to Experiment by Implementation of the Flashing Yellow Arrow Display

Preface

The research project, NCHRP 3-54, Evaluation of Traffic Signal Displays for Protected Permitted Left Turn Control has completed the field implementation of the flashing yellow arrow display for the permissive indication at protected/permitted left turns. The flashing yellow arrow has shown good results for driver understanding and safety. The implementation of the flashing yellow arrow display should continue in order to collect additional field data even though the NCHRP 3-54 research project will not be conducting any analysis of this field data under the current contract. To that regard, the City of Coeur d'Alene, ID is submitting to FHWA for approval for experimental use of this test display.

Statement of the problem

The NCHRP 3-54 project evaluated the safety and effectiveness of different signal displays and phasing for protected/permissive left-turn control (PPLT). Many agencies have sought alternatives to the green ball indication used in PPLT since the green ball can produce yellow trap situations if not used properly (i.e., lead/lag phasing schemes). NCHRP 3-54 has conducted several studies of both the green ball permissive display and several other displays. The flashing yellow arrow has been shown to be the most promising alternative display to the green ball display.

Description of the Proposed Change

The proposed change would allow the use of a flashing yellow arrow indication as the permissive interval associated with the protected/permissive left-turn control. The proposed flashing yellow display is recommended for experimental testing based upon the results of several studies conducted within the NCHRP 3-54 project. Research has demonstrated that driver understanding is lower with the green ball permitted display as compared to other permitted displays being used in various parts of the country. The flashing yellow arrow display is better understood than the green ball display and has few fail critical errors (drivers turning left without the right-of-way).

The flashing yellow arrow provides versatility in application. The flashing yellow arrow display enables all of the following turning movement modes of operation:

- Protected/permissive
- Protected only
- Permissive only
- Prohibited (No Left Turn)

The flashing yellow arrow can be used for left- or right-turn treatments; although it is recognized that the left-turn treatment will be the most predominant use.

The flashing yellow arrow display eliminates the left turn "trap". The protected phase can operate as a leading or lagging movement without regard for the type of operation and phase sequence in the other direction, and can change between leading and lagging sequences during the day. Side street phases can be skipped and a leading left turn safely re-introduced (sometimes called "backing up"). The protected turn phase can be vehicle actuated and skipped in the absence of demand, regardless of the phase sequence.

Proposed Flashing Yellow Arrow Display Arrangements

The research team, in partnership with project panel and technical advisory group members, has identified several display arrangements that demonstrate good motorist understanding. Different display arrangements are recommended for an exclusive left-turn display and shared display.

Exclusive Display Arrangements

There are at least four possible PPLT signal displays that are recommended for installation of the flashing yellow arrow display at a location where there is an exclusive left-turn lane and the left-turn display is a separate display (not used by the adjacent through movements). **The City of Coeur d'Alene requests approval to test the display as shown in figure 1.**

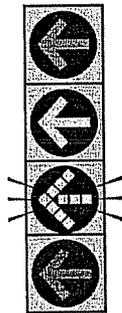


Figure 1. Exclusive FYA Display Arrangement

It is noted that the basic signal arrangement is a four-section arrangement. However, if bi-modal lens is employed (bottom or far right section), then a three-section arrangement can be used. The three-section arrangement may be desired for clearance purposes or for ease of implementation if an existing three-section arrangement is available.

One, and only one, of the four arrows are illuminated at all times. The flashing yellow arrow is illuminated when traffic can safely turn by yielding to opposing through traffic and/or pedestrians (permissive operation). The other three arrows are used as in the normal three-color exclusive left turn display. The red arrow is displayed when it is unsafe to make a left turn movement. The green arrow is displayed when the left turn movement can be made with no conflicting simultaneous vehicle or pedestrian movement (protected operation). The steady yellow arrow is illuminated for a few seconds as a clearance indication following the green arrow. The steady yellow arrow is also illuminated for a few seconds as a clearance indication following the flashing yellow arrow, but only when the next phase to be serviced IS NOT the associated protected green arrow (the green arrow serving the same movement).

Deleted: the associated protected left.

Proposed Work Plan

The city will hire an electrician to install a new traffic signal, one that includes the flashing yellow arrow display, at the intersection of N Atlas Rd and W Kathleen Ave. Only the left turn movements on the major street, N Atlas Rd, will use the flashing yellow left turn display. This location is considered to be a typical intersection containing no unique geometric or operational features. The proposed PPLT intersection has a right angle relationship to all intersecting approaches. The approaches for which the FYA will be installed have a single, exclusive left-turn lane. The horizontal grade is relatively flat. All lanes meet current design standards, as much as possible (12-foot travel lanes). The existing intersection is four-way stop controlled. The implementing agency will identify one intersection that will not receive any improvements during the study period and will be used as control site intersections.

Anticipated Changeover Implementation Issues

Past experience with implementing flashing indications has identified various obstacles or issues that may be a factor in future implementations.

Potential need for additional cabling

The flashing yellow arrow section will require a unique output from the controller, therefore additional cabling may be necessary. New cable, if needed, will be installed by the city's electrician.

Controller logic issues

The controller that will be used for the proposed deployment is the Peek LMD series. It contains adequate logic to safely display the flashing yellow PPLT sequence as described above. The flashing yellow arrow section will be driven by normal overlap logic with the overlap parent phase being only the opposing through movement. An overlap output will be used to drive the flashing yellow arrow and will be programmed to flash at a rate of 1Hz.

One limitation of the LMD's current capabilities is that it is not possible to vary the PPLT lead/lag sequence by time-of-day. This limitation does not impact this implementation because there are no plans to vary the sequence.

Evaluation Plan

The City of Coeur d'Alene, ID will obtain the most recent 3 years of "before" crash data and will send that data to FHWA for later analysis. "After" crash data will be collected and sent to FHWA for later follow up analysis.

Volunteering agencies responsibilities are:

- Identifying intersections for installing the flashing yellow arrow display on at least one intersection approach.
- Install or retrofit the appropriate signal arrangements (head).
- Make the necessary modifications, if any, to the existing signal controller and controller conflict monitor.
- Provide intersection data sheets for each location, which includes geometrics, and traffic volumes for all movements, approach posted speed limit, and pertinent operational data.
- Provide three years of before crash data and three years after crash data. It is requested that volunteer agency supply a total of three years of after data and this data would be forwarded directly to FHWA for further study at a later date.
- Track and report change over costs and implementation issues.
- Submit overall qualitative statement on the flashing yellow arrow operation.

Site Restoration

Each participating agency will agree to restore the experiment site to a state complying with the provisions of the MUTCD:

- within 3 months following September 2009 the end of the time period of the experiment, or
- at any time that the participating agency determines that significant hazards are directly or indirectly attributable to the experimentation, or
- if requested to do so by the Traffic Engineer.

If, as a result of experimentation, a request is made that the Manual be changed to include flashing yellow arrow permissive indications, then the experimental device may remain in place until an official rulemaking action has occurred.

Reporting

The City of Coeur d'Alene, ID will provide semi-annual progress reports until the experiment is completed. A copy of the final results will be sent to FHWA, HHS-10, within 3 months following completion of experimentation. All reports will be submitted to:

Regina S. McElroy
Director
Office of Transportation Operations
HOTO Room 3401
400 7th Street, S.W.
Washington, D.C. 20590

Project Administration

The City of Coeur d'Alene, ID will be responsible for administering this experiment.

Gordon Dobler, P.E.
City Engineer
City of Coeur d'Alene
City Hall - 710 E. Mullan Ave
Coeur D'Alene, ID 83814-3964
Phone (208) 769-2216
Fax (208) 769-2284

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 02/01/06
Department Name / Employee Name / Date
Request made by: Raymond (Terry) Lynch 509-535-1626
Name / Phone
4412 East Sprague Spokane Valley 99212
Address

The request is for: / / Repurchase of Lot(s)
Tom Ball - 604-3719 or 929-0550 Thomas Ball Raymond T Lynch
/ / Transfer of Lot(s) from Margaret Kindsch to Roberta Lucille Lynch
Niche(s): _____
Lot(s): 15, 16, _____, _____, _____, _____. Block: 29 Section: A
Lot(s) are located in / / Forest Cemetery / / Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* / / Other* Purchaser rterry@parklane
motel.com
*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ 40 -) attached**. (Raymond Lynch)
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:
Attach copy of original contract.
Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:
1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
THOMAS BALL (trf. From W^m Hough on 9/10/99)
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 100.00 per lot.
RDE 2/7/06
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:
1. Quit Claim Deed(s) received: Yes / / No.
Person making request is authorized to execute the claim: MCG 2/10/06
Attorney Init. Date
I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.
Susan K. Weather 2/13/06
City Clerk's Signature Date

COUNCIL ACTION
Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:
Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

\$400⁰⁰ 167359-2/3/06

CITY OF COEUR D'ALENE 710 East Mullan Coeur d'Alene, ID 83814 208.769.2229 Fax 208.769-2237	Amt Pd <u>400⁰⁰</u>
	Date Pd <u>01/31/06</u>
	Council <u>02/27/06</u>
	Issued Date _____
	License No _____

BEER , WINE, LIQUOR APPLICATION –Expires March 1 annually

- Check the one box that applies:
- Beer only (canned and bottled) not consumed on premise..... \$50.00 per year
 - Beer, Wine (canned-bottled) not consumed on premise \$250.00 per year
 - Beer only (canned and bottled only) consumed on premise \$100.00 per year
 - Beer and Wine (canned and bottled only) consumed on premise..... \$300.00 per year
 - Beer (draft, canned, bottled) consumed on premise \$200.00 per year
 - Beer (draft, canned, bottled) and wine consumed on premise \$400.00 per year
 - Beer, Wine and Liquor \$762.50 per year
 - Transfer of City license with current year paid \$25.00

Business Name	Syringa Japanese Cafe and Sushi Bar
Business Address	1401 N. 4th St. Coeur d'Alene, ID 83814
Bus Telephone No	208.964.5637 *
E-Mail Address	viljofish@adelphia.net
Manager Name	Viljo Basso Autumn Basso
Manager Home Address	515 E Wallace Ave
Manager Home Telephone No.	208.964.5641
Mgr Social Security No	518.92.5053 518.92.5053
Mgr Date of Birth	06/08/72
Mgr Place of Birth	Longview, WA
License Applicant	Viljo Basso Viljo
Filing Status- (circle one)	<input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other
Address of Applicant	515 E. Wallace Ave., Coeur d'Alene, ID 83814
Applicant's Prior Address past 5 yrs	Same as above
Applicant's Prior Employment past 5 yrs	Takara Japanese Restaurant, Sargents

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

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

[Office Use Only] Amt Pd 762.50
 Rec No 1109298
 Date 2/13/06
 Date to City Council: 2/21/06
 Reg No. _____
 License No. _____
 Rv _____

Check the ONE box that applies:

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

From Delores Morrisette

Business Name	<u>D' Mousetrap</u>		
Business Address	<u>628 W. Appleway</u>		
City State Zip	<u>C.D.A. ID 83815</u>		
Business Contact	Telephone Number:	Fax:	
	<u>667-9442</u>	<u>—</u>	
Manager Name	<u>Bill Morrisette Eileen Taylor</u>		
Manager Home Address	<u>4411 Hedding Rd CDA ID 83815</u>		
Manager Information	Social Security No.	Date of Birth	
	<u>570-852137</u>	<u>1-13-52</u>	
Manager Contact	Telephone:	Cell:	mail:
	<u>765-6762</u>	<u>660-4362</u>	<u>Snapsmfg@Netzero.com</u>
Manager Place of Birth	<u>Newich, Conn</u>		
License Applicant	<u>Eileen Taylor</u>		
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership LLC
	Other <input checked="" type="checkbox"/>		
Address of Applicant	<u>same</u>		
Applicants Prior Address for past five years	<u>same</u>		
Applicants Prior Employment for past 5 years	<u>Dynamic Fabricators Kathdrum</u>		

K-90

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

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

[Office Use Only] Amt Pd 762.50
Rec No 768563
Date 2/10/06
Date to City Council: 2/21/06
Reg No. _____
License No. _____
Rv _____

Check the ONE box that applies:

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

Transfer from Beer/Wine consumed on premise to full liquor license

Business Name	Italian Food Systems, Inc DBA Tomato Street
Business Address	221 W. Appleway
City State Zip	Coeur d Alene Id. 83814
Business Contact	Telephone Number: Fax:
Wendy Talarico	(208) 667-5000
Manager Name	Wendy Talarico
Manager Home Address	E 3407 Montquary Spokane, WA 99217
Manager Information	Social Security No: <u>83-74-9032</u> Date of Birth <u>2-1-60</u>
Manager Contact	Telephone: <u>409-484-9101</u> Cell: <u>509-993-3174</u> e-mail:
Manager Place of Birth	Coville, Wa
License Applicant	Cyrus Vaughn
Filing Status (circle one)	Sole Proprietor <u>Corporation</u> Partnership LLC Other
Address of Applicant	610 W. Bradford Court Spokane, WA 99203
Applicants Prior Address for past five years	SAME as above
Applicants Prior Employment for past 5 years	Vaughn Development 520 W. Main Spokane, WA 99201

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday, February 13, 2006
4:00 p.m., Council Chambers

MEMBERS PRESENT

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

MEMBERS ABSENT

Deanna Goodlander

CITIZENS PRESENT

Jeremy Boggess
Nancy Mable, Panhandle Area Council

STAFF MEMBERS PRESENT

Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Doug Eastwood, Parks and Cemetery Director
Bill Greenwood, Parks Superintendent
Ed Wagner, Building Official

**Item 1. Council Bill No. 06-1004/Amending Pawnshop Requirements.
(Agenda Item)**

Mike Gridley is requesting an amendment to the pawnshop ordinance to provide for filing proof of pawnshop transactions with the police department within 7-days of any such transaction. The amendment would also make the violation a misdemeanor punishable as set forth in city code section 1.28.010. Mike reported that the untimely filing of transactions notices creates a backlog of work for the record clerks in the police department. And, the timely receipt and entry of the transaction activity provides valuable information to the detectives and patrol officers as they research and investigate crimes.

MOTION: THE COMMITTEE is recommending that the City Council adopt Council Bill No. 06-1004 amending the pawnshop ordinance to provide for filing proof of pawnshop transactions with the police department within 7-days of any such transaction and amending the existing ordinance to make a violation a misdemeanor punishable as set forth in City Code Section 1.28.010.

**Item 2. Amendment No. 3 to the PAC grant services agreement for Seltice Way-US Bank project.
(Consent Resolution No. 06-000)**

Renata McLeod is requesting approval of Amendment No. 3 to the Professional Services Agreement with Panhandle Area Council for grant writing and administrative services for economic development and public facilities projects within the City of Coeur d'Alene for a three-year term. Renata added that this amendment further specifies the project completion date of December 31, 2005. The project is near completion; however, since it is not, the agreement should be amended to reflect a completion date to be no later than March 31, 2006.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 authorizing Amendment No. 3 to the Professional Services Agreement with Panhandle Area Council for grant writing and administrative services for economic development and public facilities projects within the City of Coeur d'Alene for a three-year term.

**Item 3. Sub-grantee Agreement/Lake City Senior Center.
(Consent Resolution No. 06-000)**

Renata McLeod is recommending authorization of a sub-grantee agreement between the City of Coeur d'Alene and the Lake City Senior Center. Renata reported that on July 1, 2003 the City Council approved an agreement with the Lake City Senior Center setting out terms for the Idaho Community Development grant application and acceptance of funds. Due to time constraints and changes in the project scope, the Senior Center did not apply for the grant and the original agreement between the City and the Senior Center has expired. The Lake City Senior Center has requested to submit a grant application in early March 2006. Additionally, the Lake City Senior Center has agreed to be responsible for any grant match requirements. Therefore, the new sub-grantee agreement needs to be executed, ensuring the financial responsibility of the grant match is with the Lake City Senior Center.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 authorizing a sub-grantee agreement between the City of Coeur d'Alene and the Lake City Senior Center.

**Item 4. Agreement for Deferred Requirement/Honukia Investments for installation of window assemblies.
(Consent Resolution No. 06-000)**

Ed Wagner is recommending the City Council approve an agreement with Honukia Investments, LLC to allow Honukia to defer installing fire-rated window assemblies until a later date. Ed reported that Honukia Investments recently purchased an office building located at 2205 N. Ironwood Place and began remodeling the building. The remodel triggered a requirement for fire-rated window assemblies because the structure is located in near proximity to the property line. The purpose of the fire-rated window assemblies is to protect the building in the event that an adjacent structure catches fire. Because of the layout and topography of the adjacent lot, it is highly unlikely that a structure will be built on that lot in a manner that would require the installation of fire-rated window assemblies in the building owned by Honukia. Given that, Honukia requested that the City allow them to defer installation of fire-rated window assemblies until a structure is built on the adjacent property that would trigger installation.

MOTION: THE COMMITTEE is recommending that the City Council adopt Resolution No. 06-000 approving an agreement with Honukia Investments, LLC to allow Honukia to defer installing fire-rated window assemblies until a later date.

**Item 5. Bid Specification/Irrigation System.
(Agenda Item)**

Doug Eastwood & Bill Greenwood requested authorization to advertise for bids for a Central Irrigation Management System with Weather Based Scheduling and Flow Monitoring. Doug reported that the Water Department has a line item budgeted for water conservation to fund projects such as this central irrigation management system. The water conservation provided by this system will enhance the Water Department's ability to balance the demand of water and demonstrate that the City is continually making efforts to conserve water use. The management system is proposed to be installed at Ramsey Field, Canfield Sports Complex and the Forest Cemetery. The managements system should give a 20% savings in water costs at these three locations. Additionally, the system will allow the Parks Department to monitor water use and to program the controllers from a central location or lap top computer. The Parks Department will have the ability to program controllers to shut down when it is raining and to

automatically shut down individual valves or the mainline in the event of a broken line or sprinkler head. Doug added that the system is capable of doing other things like locking/unlocking building doors and turning ball field lights on/off, which could be implemented in the future.

MOTION: THE COMMITTEE is recommending that the City Council approve staffs request for authorization to advertise for bids for a Central Irrigation Management System with Weather Based Scheduling and Flow Monitoring.

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

A.J. "AL" HASSELL, III, acting Chairman

Juanita Van Cleave
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: February 21, 2006

FROM: WESLEY J. SOMERTON – Deputy City Attorney
DETECTIVE JOHN KELLY – Coeur d’Alene Police Department

SUBJECT: AMENDING THE PAWNSHOP ORDINANCE REQUIRE TRANSACTION
FILINGS WITHIN 7-DAYS OF EACH TRANSACTION

DECISION POINT:

Amend the existing Pawnshop ordinance to provide for filing proof of pawnshop transactions with the police department within 7-days of any such transaction. Amend the existing ordinance to make a violation a misdemeanor punishable as set forth in city code section 1.28.010.

HISTORY:

Currently the Pawnshop ordinance requires that a copy of each purchase transaction or loan transaction be filed with the police department. However, the ordinance is silent as to the time frame in which to file the copy of each transaction. Some vendors file their transactions copies within a reasonable time of such transactions. Unfortunately some vendors are failing to file these notices within a reasonable time. The proposed amendment simply places the outer limit when such transaction records must be filed with the police department.

FINANCIAL ANALYSIS:

The untimely filing of transaction notices creates a backlog of work for the record clerks in the police department. Data entry is easier when the filings cover a shorter period of time. This allows the record clerks more flexibility in timely entering the information into the city computer database. The timely receipt and entry of this transaction activity provides valuable information to the detectives and patrol officers as they research and investigate crimes.

By making the violation of this ordinance a general misdemeanor punishable as set forth in city code section 1.28.010 the city begins the process of eliminating the numerous and varied penalty sections within the city code. The process will bring a clearer understanding by the general public and the courts as to what the penalty is for an alleged violation.

PERFORMANCE ANALYSIS:

The proposed amendments will not change the method and manner of inputting the information into the city police department database. The proposal does allow this information to be timely received and placed within the database. The timely receipt of this information will provide investigators more information within the timely manner for their investigations.

The Pawnshops currently are providing this information; it will simply ensure a timely receipt of this information. The Police department relates that some Pawnshop owners are currently voluntarily meeting this timeframe.

The existing penalty is consistent with the general misdemeanor penalty, albeit the legislature recently raised the fine amount to \$1,000.00. The existing jail amount is only 30 days instead of the general penalty of 180 days of jail. The proposed amendment would bring the penalty section in line with other sections of the city code.

QUALITY OF LIFE ANALYSIS:

The purpose of tracking pawn shop transaction activity is to stay abreast of goods coming and going through these businesses. Stolen property will routinely appear in a pawnshop. The timely receipt of the transaction activity allow detectives to more accurately review records to determine if stolen property is showing up in the shops. **Currently, there are 5 pawnshop and/or second hand dealers that are regulated in the city of Coeur d'Alene. From those 5 shops the police department receives approximately 325 transaction receipts per week. Each of these transactions must be placed into the database.**

DECISION POINT/RECOMMENDATION:

Amend the existing pawn shop ordinances to set a time limit when loan or purchase transactions must be filed with the police department. Authorize the amendment to make the violation of the code a misdemeanor punishable as set forth in section 1.28.010 of the city code.

COUNCIL BILL NO. 06-1004
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.52.060, 5.52.070 AND 5.52.120; PROVIDING FOR PAWN SHOP PURCHASE AND LOAN TRANSACTION ACTIVITY TO BE FILED WITH THE CITY WITHIN 7 DAYS OF SUCH ACTIVITY; PROVIDING THAT VIOLATIONS SHALL BE MISDEMEANORS; 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, the current pawn shop ordinance requires that loan and purchase activity be filed with the Coeur d'Alene Police Department;

WHEREAS, that without a time certain to file the transaction activity reports numerous filings create unreasonable backlogs at the police department records department;

WHEREAS, that without a time certain to file the transaction activity reports Police investigations are slowed and delayed due to inadequate records for review;

WHEREAS, amending the penalty section will make the penalties for violations of the Pawn Shop Ordinance consistent with other city code violations.

WHEREAS, 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 5.52.060, is hereby amended to read as follows:

5.52.060: REPORT; PURCHASE OF SECONDHAND ARTICLES:

Every such pawnshop or dealer in secondhand articles shall render the first carbon copy of each purchase transaction to the police department ~~to be available on a daily basis~~ within seven (7) calendar days of the transaction.

SECTION 2 . That Coeur d'Alene Municipal Code Section 5.52.070, is hereby amended to read as follows:

5.52.070: REPORT; ACCEPTANCE OF PROPERTY AS PLEDGE FOR LOAN:

Every such pawnshop shall render the first carbon copy of each loan transaction to the ~~chief of police~~ department to be available on a daily basis within seven (7) calendar days of the transaction.

SECTION 3 . That Coeur d'Alene Municipal Code Section 5.52.120, is hereby amended to read as follows:

5.52.120: VIOLATION; PENALTY:

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor ~~and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300.00) or by imprisonment for not more than thirty (30) days or by both such fine and imprisonment~~, punishable as set forth in section 1.28.101 of the City Code.

The license of any licensee shall be revoked or application for issuance of a new license or renewal of a license shall be denied when it is determined that any licensee, employee of licensee, member of a partnership or association, officer or member of the governing board or principal stockholder of a corporation or other person having direct financial interest in the business, other than as lessor, mortgagee, or vendee, has violated any provisions of this chapter or does not meet the qualifications of a licensee provided in section 5.52.020 of this chapter.

Prior to the revocation of any license or the denial of an application for a license or renewal thereof, written notice of the reasons for such action shall be given to the applicant or licensee by the city clerk. Such notice shall state that the applicant or licensee may request a hearing on such decision by the city council within ten (10) days of receiving the notice. Should the applicant or licensee request the hearing within such ten (10) day period, the applicant shall be notified in writing by the city clerk of the time and place of the hearing.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. 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 6. 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 7. 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 21st day of February, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 5.52 Pawnshop and Secondhand Store Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 5.52.060, 5.52.070 AND 5.52.120; PROVIDING FOR PAWN SHOP PURCHASE AND LOAN TRANSACTION ACTIVITY SHALL BE FILED WITH THE CITY WITHIN 7 DAYS OF SUCH ACTIVITY; PROVIDING THAT VIOLATIONS SHALL BE MISDEMEANORS; 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 5.52 Pawnshop and Secondhand Store Regulations, 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 21st day of February, 2006.

Warren J. Wilson, Deputy City Attorney

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: February 13, 2006
From: Doug Eastwood, Parks Director
Initiated by: Bill Greenwood, Parks Superintendent
SUBJECT: **AUTHORIZATION TO ADVERTISE FOR BIDS FOR A CENTRAL IRRIGATION
MANAGEMENT SYSTEM** *(Council Action Required)*

DECISION POINT:

Staff is requesting authorization to advertise for bids for a Central Irrigation Management System with Weather Based Scheduling and Flow Monitoring.

HISTORY:

Currently the Parks Department manages and maintains 140 acres of turf grass throughout the city. Within those 140 acres (*that is 6,377,763 sq. ft.*) there are 44 controllers with 755 valves and 177 quick couplers connected to 40,425 feet of mainline. This mainline supplies water to 222,869 feet of lateral irrigation line that has 7,450 sprinkler heads to irrigate the parks.

FINANCIAL ANALYSIS:

The Water Department has a line item budgeted for water conservation to fund projects such as this central irrigation management system. The water conservation provided by this system will enhance the Water Department's ability to balance the demand of water and demonstrate that we are continually making efforts to conserve water use.

We are proposing to have this management system installed at three locations. The first site is the Canfield Sports Complex; the water cost for 2005 was \$7,432.48. The second site is Ramsey Field; the water cost for 2005 was \$12,065.96. The last location is Forest Cemetery with a water cost of \$6,362.37 in 2005. The total cost of water in 2005 for these three sites was \$25,860.81. This new central irrigation management system should give us a 20% savings in water costs at these three locations. With this annual savings we would continue to install management systems at other park sites in years to follow.

PERFORMANCE ANALYSIS:

This central irrigation management system will allow the Parks Department to monitor water use and to program the controllers from a central location or lap top computer. We will have the ability to program controllers to shut down when it is raining and to automatically shut down individual valves or the mainline in the event of a broken line or sprinkler head.

DECISION POINT:

Staff is requesting authorization to advertise for bids for a Central Irrigation Management System with Weather Based Scheduling and Flow Monitoring.

c. Mike Gridley

February 13, 2006
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Steve Cordes, Welch-Comer (Item #4)
Necia Maini, Welch-Comer (Item #4)
Charles Dodson (Item #3)

STAFF PRESENT

Warren Wilson, Deputy City Attorney
Jim Markley, Water Superintendent
Christopher Bates, Eng. Project Manager
Gordon Dobler, Engineering Svcs Director
Terry Pickel, Asst. Water Supt.
Tim Martin, Interim Street Supt.

Item 1 Authorization to Purchase CMAQ Grant Funded Sweeper
Consent Calendar

Tim Martin, Interim Street Superintendent, presented a request for Council approval to purchase one Tymco regenerative air sweeper from Clyde West in Spokane, Washington under the Council-authorized 2006 Congestion Mitigation and Air Quality Improvement Grant (CMAQ). Mr. Martin explained that the CMAQ grants consists of federal safety funds which are issued by the state, and that the City has until October of 2006 to use the grant. The price for the proposed sweeper is \$133,182.25, of which the CMAQ grant would fund 90 percent. The City's match is 10 percent, or \$13,318.23. Mr. Martin explained in his staff report that this investment is necessary to meet air and water quality mandates in a growing city.

MOTION: RECOMMEND Council approval of RESOLUTION 06-____ authorizing the purchase of one Tymco regenerative air sweeper from Clyde West Spokane, Washington under the Council-authorized 2006 Congestion Mitigation and Air Quality Improvement Grant (CMAQ) for a total City match of 10%, or \$13,318.23.

Item 2 Implementation of Flashing Yellow Indicator at Kathleen/Atlas Signal
Consent Calendar

Gordon Dobler, Engineering Services Director, requested Council approval of the implementation of a flashing yellow indication at the new Kathleen Avenue/Atlas Road signal. Mr. Dobler stated that Northwest Signal, the City's consultant for the design of the traffic signal has identified the need for a protected/permitted phasing for the left turn movements on Atlas Road, northbound and southbound. The flashing yellow indicator allows left turns to be permitted as gaps permit. The green arrow would allow protected left turns. Mr. Dobler explained that current MUTCD standards require the use of a 5 section signal head, however the Federal Highway Administration has been allowing the use of the alternate design on a trial basis. This arrangement has been used in Oregon and Washington with success.

Mr. Dobler further explained that the trial period for the flashing yellow indicator would end in September of 2009, at which time the signal head would need to be changed to conform to

MUTCD standards, unless the flashing arrow is incorporated in the MUTCD by that time. Mr. Dobler stated that the signal is being funded with impact fees.

MOTION: RECOMMEND Council approval of the implementation of a flashing yellow indication at the new Kathleen Avenue/Atlas Road signal.

Item 3 Ramsey Cove Annexation Agreement

Warren Wilson, Deputy City Attorney, presented a proposed annexation agreement for Ramsey Cove. He explained that the annexation of Ramsey Cove was approved approximately 7 months ago subject to the negotiation of an acceptable annexation agreement; however, the City Council, by policy, has typically required that annexation agreements must be approved within 6 months of the hearing when the annexation was first approved. The committee agreed that the annexation agreement was completed in a time frame that was close enough to the original six month deadline and would not require that the annexation be resubmitted for approval.

Mr. Wilson presented three proposed modifications to the annexation agreement that were submitted by the applicant.

1. The applicant had requested that there be a reduction in the annexation fee to reflect 18 total lots rather than 19. The committee determined that no documentation had been filed with the city regarding the reduction in lots and the request was, therefore, denied.

2. The applicant requested that traffic be limited on the access road to residential traffic only. Discussion ensued regarding the enforceability of such a requirement and the need for certain commercial traffic including postal trucks, delivery trucks, etc. The committee denied the request.

3. The applicant requested a date certain to release the bond for installation of future public improvements as noted in Article V, Section 1.1, and suggested that the bond be reviewed in 10 years, with the ability to extend the bond for another 5 years. If no public improvements are installed within 15 years, the bond would be released. The committee granted the request.

MOTION: RECOMMEND Council Approval of RESOLUTION 06-____ authorizing the City of Coeur d'Alene to enter into an Annexation Agreement for Ramsey Cove.

Item 4 Preliminary Engineering Report Summary – Pressure Enhancement

Jim Markley, Water Superintendent, and Steve Cordes and Necia Maini of Welch-Comer Engineers, presented a summary of their draft report identifying options for improvement of pressure and fire flows to the northeast part of the water system. It was recommended that the pressure zone boundaries be adjusted by adding the Critical Service Area to the High Pressure Zone, which would balance source and demand for each pressure zone. In addition, the engineers recommended distribution improvements, which include a 24 inch transmission main

from Hanley to the Honeysuckle Well site, and a 16 inch transmission main from the Honeysuckle Well site to 15th along Margaret. This would result in improved pressure in the Critical Service Area and a maintenance of the pressure in the Critical Service Area during peak demands. A possible completion date of October, 2007 was discussed. Councilman Reid stressed the need to coordinate installation of sewer and water pipe in the fairgrounds. Councilman Kennedy stated that it is important to inform citizens that the pressure improvements for the Critical Service Area will not result in the loss of pressure for anyone else

MOTION: RECOMMEND Council approval and authorization to proceed with NE Quadrant Pressure Enhancement Option No. 2 as recommended by Welch-Comer Engineers, which will include Re-Zoning of the Critical Service Area and Distribution Improvements, and directing staff to negotiate a design contract with Welch-Comer Engineers.

The meeting adjourned at 5:02 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: February 13, 2006

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Ramsey Cove Annexation Agreement

DECISION POINT:

Provide a recommendation to the full City Council regarding the adoption of the proposed annexation agreement for Ramsey Cove.

HISTORY:

Ramsey Cove is a 19 lot development located near the intersection of Ramsey Road and Prairie Avenue. The annexation of this development was approved approximately 7 months ago subject to the negotiation of an acceptable annexation agreement. The City Council, by policy, has typically required that annexation agreements must be approved within 6 months of the hearing when the annexation was first approved. The staff worked with the applicant to negotiate an acceptable annexation agreement, which was largely complete by October 2005, at which time the applicant was informed of the deadline for council consideration. Thereafter, the applicant hired an attorney to review the agreement. The applicant is now seeking approval of the annexation agreement with the following modifications:

1. A reduction in the fee to reflect 18 total lots rather than 19;
2. Limiting traffic on the access road to residential traffic only; and
3. A date certain to release the bond for installation of future public improvements as noted in Article V Section 1.1.

FINANCIAL ANALYSIS:

The annexation fee called for by the agreement is \$14, 250.00, which is based on \$750 per lot for 19 lots. The applicant has indicated that he will only build 18 lots and would like the fee to reflect that. However, the approved subdivision allows 19 lots and until the final plat is approved, the applicant is free to develop 19 lots. Additionally, the agreement calls for the applicant to pay for their share of resolving a sewer line capacity issue, reimburse staff time for preparing the agreement, dedicate right of way to serve the development and to bond for future improvements.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

The agreement, as written, addresses the concerns of the City is ensuring that growth pays for itself and ensuring that provision is made for serving other parcels in the area if they seek annexation. As mentioned above, the applicant has requested 3 changes to the agreement and will be present at the subcommittee meeting to discuss their request.

DECISION POINT/RECOMMENDATION:

Provide a recommendation to the full Council regarding the adoption of the proposed Ramsey Cove annexation agreement.

RESOLUTION NO. 06-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH **MARK AND KORY DOERFLER**, 7635 N. RAMSEY ROAD, COEUR D'ALENE, ID 83814 AND **DAVID AND JENNY DONOHOE**, 7623 N. RAMSEY ROAD, COEUR D'ALENE, ID 83814, HEREINAFTER REFERRED TO AS THE "**OWNERS.**"

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

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

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

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

DATED this 21st day of February, 2006.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER REID Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 21st day of February, 2006, by and between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and **Mark and Kory Doerfler**, 7635 N. Ramsey Road, Coeur d'Alene, ID 83814 and **David and Jenny Donohoe**, 7623 N. Ramsey Road, Coeur d'Alene, ID 83814, hereinafter referred to as the "Owners."

W I T N E S S E T H:

WHEREAS, the Owners owns a parcel of land adjacent to the City limits of the City which the Owners wishes to develop, and the Owners have applied for annexation to the City, and said property to be annexed is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "the Property") and incorporated herein by reference into the substantive portion of this agreement; and

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

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

ARTICLE I: LEGAL DESCRIPTION

Section 1. Legal Descriptions: The Property to be annexed is located south of Prairie Avenue, between Ramsey Road and Atlas Road; more commonly referred to as Ramsey Cove, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

ARTICLE II: STANDARDS

Section 1. Applicable Standards: The Owners agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owners are required to comply with or otherwise meet pursuant to this agreement or City codes shall be those in effect at the time of construction drawings approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

ARTICLE III. UTILITIES

Section 1: Use of Utilities:

1.1 Water and Sewer: The Owner agrees to use the City's sanitary sewer systems for this development. The Owner further agrees to adhere to the terms of the Water Service

Agreement between the City and the Hayden Lake Irrigation District, adopted by Resolution 03-060, dated June 17th, 2003, or the version in effect at date of approval of the construction drawings.

1.2 Garbage Collection: The Owner agrees to use the garbage collection service in effect within the City of Coeur d'Alene for this new development. The City will identify the garbage collection service to be used.

1.3 Maintenance of Private Sanitary Sewer and Water Lines: City shall not be responsible for maintenance of private sanitary sewer lines or water lines including appurtenances, within the Owner's development.

1.4 Public Sewer: Owners will be required to extend, at no cost to the City, the existing sanitary sewer line from its current terminus near the intersection of Ramsey Road and Wilbur Avenue to the subject property. Design and construction of the sewer infrastructure will need to conform to the Northwest Quadrant Sewer Master Plan. Additionally, the existing downstream receiving line was identified in the Coeur d'Alene Sewer Master Plan as needing upsizing in order to achieve build out capacity. Therefore, the Owners will be required to pay to the City on or before the execution of this agreement the amount of One Thousand Thirty Six Dollars and Twenty Six/100 (\$1036.26), which represents the Owners pro-rata share of the anticipated cost of upsizing the receiving line.

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

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

1.7 Reimbursements for installation of offsite sewer facilities: Construction costs for the permanent offsite sewer facilities may be eligible for latecomer reimbursements. The City agrees to execute a latecomer reimbursement agreement(s) for all costs that are mutually agreed upon by both parties. This agreement(s) shall be executed within sixty (60) days of the substantial completion of the eligible sewer facilities.

ARTICLE IV: PUBLIC IMPROVEMENTS

Section 1: Installation of Public Improvements: The Owner agrees that prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall, in accordance with City Code, submit plans for approval and construct and install all improvements required by this agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

ARTICLE V: RIGHT-OF-WAY

Section 1. Dedication of Public Right-of-Way:

1.1 Thirty Foot (30') Right of Way along the Northerly Boundary of the Subject Property: The owners will grant to the City a thirty foot (30') half section along the northerly boundary of the subject property for public purposes including future road placement on the final plat for the approved subdivision for the subject property. A bond for 150% of the cost of constructing the future street and planting screen as required by Municipal Code Sections 16.20.240 and 17.06.830(D) will be provided to the City prior to final plat approval for the approved subdivision of the subject property. The subject bond will be held for a minimum of ten (10) years and a maximum of fifteen (15) years. At any time after the minimum ten (10) year period has elapsed, the owners may request that the City review whether the bond remains necessary. If, in the City's reasonable determination, it appears that the bonded improvements will not be constructed within the remaining term of the bond, the City will release the bond.

1.2 Forty Foot (40') Right of Way along the Southerly Boundary of the Subject Property: The owner will grant to the City of Coeur d' Alene forty feet (40') of additional right-of-way for public purposes along the southerly boundary of the subject property on the final plat for the approved subdivision for the subject property.

ARTICLE VI: FEES

Section 1. Consideration:

1.1 Annexation Fees: Owner agrees to provide specific consideration for annexation in the amount of Fourteen Thousand Two Hundred Fifty Dollars and no/100 (\$14,250.00). This fee is based upon the formula found in the policy approved by Coeur d'Alene Municipal Resolution 94-059 (\$750 per dwelling units approved in the Ramsey Cove PUD). The sum specified is deemed by the parties to be a reasonable fee for City benefits and services to the Owner's project, including but not limited to public safety and other services. The Owner will remain responsible for all other costs and fees required by City code. Payment of the annexation fees will be due on or before the execution of this agreement.

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

Section 2. Other Fees: Additionally, the Owner, or successors, shall be responsible for all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s), and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this paragraph, are set forth by Municipal Ordinance and/or resolution and arise independent of this agreement or by the Hayden Lake Irrigation District.

Section 3. The Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare the annexation agreement that will benefit the Owner. The Parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee shall be in the amount of One Thousand and No/100 Dollars (\$1,000.00).

ARTICLE VII. MISCELLANEOUS

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

Section 2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this agreement, defaults, is otherwise in breach of this agreement, the City may deannex and terminate utility services without objection from Owner's, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

Section 3. The Owner to Hold the City Harmless: The Owner further agrees they will indemnify, defend and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's tortious use of the Property described in Exhibit "A." Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.

Section 4. Time is of the Essence: Time is of the essence in this agreement.

Section 5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the agreement shall survive the acceptance of any deeds and/or easements.

Section 6. Recordation: The Owner further agrees this agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this agreement. Parties agree that this agreement shall only be amended in writing and signed by both parties. The parties agree that this agreement shall not be amended by a change in any law. The parties agree this agreement is not intended to replace any other requirement of City code.

Section 7. Section Headings: The section headings of this agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

Section 8. Compliance With Applicable Laws: The Owner agrees to comply with all applicable laws.

Section 9. Covenants Run With Land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

Section 10. Publication of Ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

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

CITY OF COEUR D'ALENE

OWNERS

By: _____
Sandi Bloem, Mayor

Mark Doerfler

ATTEST:

Susan K. Weathers, City Clerk

Kory Doerfler

David Donohoe

Jenny Donohoe

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of February, 2006, before me, a Notary Public, personally appeared **Kory Doerfler**, known to me to be the owner and the person who executed the foregoing instrument, and acknowledged to me that she executed the same.

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

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

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of February, 2006, before me, a Notary Public, personally appeared **David Donohoe**, known to me to be the owner and the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO    )  
                                  ) ss.  
County of Kootenai    )

On this \_\_\_\_\_ day of February, 2006, before me, a Notary Public, personally appeared **Jenny Donohoe**, known to me to be the owner and the person who executed the foregoing instrument, and acknowledged to me that she executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



# Adams & Clark, Inc.

306 N. Spokane Street, Suite J • Post Falls, ID 83854 • (208) 777-1812 • Fax (208) 773-6439 • adamsandclark.com

June 21, 2005

Legal Description  
of  
Ramsey Cove  
Annexation Boundary

Tract 329 of Hayden Lake irrigated Tracts, according to the plat thereof recorded in Book "C" of Plats, at Page 67, and a portion of the un-named right-of-way adjoining said Tract on the south, in the N1/2 of the NE1/4 of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, being more particularly described as follows:

Beginning at the northwest corner of said N1/2 of the NE1/4 of Section 27 from which the northeast corner of said N1/2 of the NE1/4 of Section 27 bears S88°12'38"E; thence S43°11'10"E 935.79 feet to the northeast corner of Tract 327 of said plat, a point on the existing corporate limits of the City of Coeur d'Alene as described in Ordinance No. 3178; thence along said existing corporate limits the following three (3) courses: 1) along the east line of said Tract 327, S01°06'56"W 642.01 feet to the southeast corner of said Tract 327; 2) continuing S01°06'56"W 20.00 feet to a point on the south line of an existing un-named right-of-way shown on said plat and the south line of said N1/2 of the NE1/4 of Section 27; 3) along said south line, S88°12'00"E (record S88°12'04"E) 653.02 feet to a point on the southerly extension of the west line of said Tract 329 and the TRUE POINT OF BEGINNING; thence leaving said existing corporate limits, and along said extension, N01°08'33"E 20.00 feet to the southwest corner of said Tract 329; thence along the boundary of said Tract 329 the following three (3) courses: 1) continuing N01°08'33"E 642.09 feet to the northwest corner of said Tract 329; 2) S88°12'19"E 653.33 feet to the northeast corner of said Tract 329; 3) S01°10'09"W 642.15 feet to the southeast corner of said Tract 329; thence leaving said boundary and continuing S01°10'09"W 20.00 feet to a point on said south line of an existing un-named right-of-way shown on said plat and the south line of said N1/2 of the NE1/4 of Section 27 and on said existing corporate limits; thence along said south line and along said existing corporate limits, N88°12'00"W 653.02 feet to the TRUE POINT OF BEGINNING.

**SURVEYOR'S NOTE:**

This description is based on the Record of Survey filed in Book 11 of Surveys, at Page 236, under Instrument No. 1277148. The data shown as "record" indicates data shown in the referenced Ordinance.

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Civil Engineers • Land Surveyors



Land Planners • Landscape Architects

COUNCIL BILL NO. 06-1006  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3.

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

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

**SECTION 4.** That the above described property be and the same is hereby declared to be and shall be a part of Precinct #38, and that Section 1.16.050, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #38.

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

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

APPROVED by the Mayor this 21<sup>st</sup> day of February, 2006.

---

Sandi Bloem, Mayor

ATTEST:

---

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Annexation A-3-05 / Ramsey Cove

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.050, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #38; 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.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Annexation A-3-05 / Ramsey Cove, 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 21<sup>st</sup> day of February, 2006.

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Warren J. Wilson, Deputy City Attorney

# Adams & Clark, Inc.

306 N. Spokane Street, Suite J • Post Falls, ID 83854 • (208) 777-1812 • Fax (208) 773-6439 • adamsandclark.com

June 21, 2005

Legal Description  
of  
Ramsey Cove  
Annexation Boundary

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**SURVEYOR'S NOTE:**

This description is based on the Record of Survey filed in Book 11 of Surveys, at Page 236, under Instrument No. 1277148. The data shown as "record" indicates data shown in the referenced Ordinance.

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Civil Engineers • Land Surveyors



Land Planners • Landscape Architects

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** February 13, 2006  
**FROM:** Jim Markley, Water Superintendent  
**SUBJECT:** Pressure Enhancement Project

=====

**ACTION REQUIRED:**

Staff requests direction in choosing an option for this project.

**DISCUSSION:**

We have been working with Welch-Comer Engineers to identify options that will improve pressures and fire flows to the northeast part of the water system. They have completed their draft report and we are bringing it to the Committee for further direction. Early on during the discussion it was agreed that the best way to enhance the pressure was by adjusting the boundary between the upper pressure zone and the general pressure zone. The draft report identifies several ways to do this and shows the impacts of each option.

**FISCAL ANALYSIS:**

New transmission mains necessary to enhance the pressures will be funded through capitalization fees. Those fees are earmarked for meeting storage, production and transmission needs caused by new growth.

**RECOMMENDATION:**

Staff recommends the construction of a new transmission main to increase the pressures while postponing construction of new storage until it can be funded in partnership with future development.

**IDAHO**

1626 Lincoln Way  
Coeur d'Alene, ID 83814  
208-664-9382  
Fax 208-664-5946

**WASHINGTON**

2310 N. Molter Road  
Suite 101  
Liberty Lake, WA 99019  
509-255-6000  
Fax 509-255-6009  
Toll free  
1-877-815-5672

E-mail

wc@welchcomer.com

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## MEMORANDUM

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**TO:** Jim Markley, PE  
**FROM:** Necia Maiani, PE  
**PROJECT NO.:** 11837  
**SUBJECT:** City of Coeur d'Alene Water System, Northeast Quadrant  
Pressure Enhancement  
**DATE:** February 7, 2006  
**CC:**

---

We have completed our analysis for the Northeast Quadrant Pressure Enhancement. The following is a summary of the analysis results and recommended improvements.

**Current Deficiencies:**

- Low pressures (less than 40 psi) occur in the area known as the Northeast Service Area of the Coeur d'Alene Water System during peak day demands.
- Low pressures also occur in the service area south of Kathleen between Ramsey and US 95, north of Appleway.
- The City's two primary pressure zones, General and High Pressure Zones, are imbalanced. Roughly 75% of the demand is located on the General Pressure Zone with only half of the source capacity. Thus, during peak demands high pressure water from the high zone must bleed through pressure reducing valves (PRV's) in order to serve the General Zone.

**Recommended Improvements/Estimated Costs:**

- Re-zone the High Pressure Zone to include the Critical Service Area (the areas listed above with pressure deficiencies). There are an estimated 3300 connections in the Critical Service Area. \$199,000

- Construct the following improvements:
  - Phase 1: Distribution Improvements, \$2.24 Million
    - 24 inch transmission main from Hanley to Honeysuckle Well Site (through the Fairgrounds)
    - 16 inch transmission main from Honeysuckle Well Site to 15<sup>th</sup> along Margaret
  - Phase 2: Storage Improvements
    - Construct a 1 million gallon storage tank at the east end of Thomas Lane, \$1.41 Million OR
    - Construct a 2 million gallon storage tank at the Honeysuckle Well Site, \$3.49 Million

Model Predicted Results:

- Re-Zone: By moving the Critical Service Area onto the High Pressure Zone, the demand for each pressure zone will become balanced and operate more efficiently on the peak day. Approximately 46% of the demand remains on the General Pressure Zone and 54% of the demand is now fed directly by the High Pressure Zone.
- Physical Improvements:
  - Distribution Only: The estimated pressure for the Critical Service Area increases approximately 20 to 25 psi during the average and peak demands. (At the highest services pressure increases from 40 to 45 psi to 65 to 70 psi.)
  - Distribution plus Storage: The addition of storage for the Critical Service Area would result in an additional pressure increase (above the estimated 20 to 25 psi) of 5 to 10 psi during average and peak demands.
- The attached table summarizes additional details of the analysis.

City of Coeur d'Alene Water System  
Northeast Service Area Enhancement  
Analysis Summary

| Improvement Option | Description of Improvements                                                                                  | Total Estimated Project Cost | Predicted Pressure         |                                          |                       | Benefits                                                                             | Potential Issues                                                             |
|--------------------|--------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------|------------------------------------------|-----------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|                    |                                                                                                              |                              | Average Day Demand 2005    | Maximum Day Demand 2005                  | Peak Hour Demand 2005 |                                                                                      |                                                                              |
|                    |                                                                                                              |                              | No Wells Operating         | Largest Well Off Line Each Pressure Zone | All Wells Operating   |                                                                                      |                                                                              |
|                    |                                                                                                              |                              | No Controls, Steady State* |                                          |                       |                                                                                      |                                                                              |
| 0                  | No Improvements                                                                                              | \$0                          | 44 psi                     | 45 psi                                   | 41 psi                | No Cost.                                                                             | Does not improve pressure in Critical Service Area.                          |
| 1                  | Re-Zone Adding Critical Service Area to High Pressure Zone                                                   | \$199,000                    | 48 psi                     | 40 psi                                   | <20 psi               | Low Cost.                                                                            | Does not improve pressure in Critical Service Area during peak demands.      |
|                    |                                                                                                              |                              |                            |                                          |                       | Balances Source and Demand for Each Pressure Zone.                                   |                                                                              |
| 2                  | Improvement Option #1 plus Distribution Improvements (24" Hanley to Honeysuckle and 16" Honeysuckle to 15th) | \$2,441,100                  | 70 psi                     | 68 psi                                   | 61 psi                | Improves pressure in Critical Service Area.                                          | Requires construction of Main within ITD ROW.                                |
|                    |                                                                                                              |                              |                            |                                          |                       | Maintains pressure in Critical Service Area during peak demands.                     |                                                                              |
| 3                  | Improvement Option 2 with Storage (Thomas Lane)                                                              | \$3,853,700                  | 71 psi                     | 71 psi                                   | 68 psi                | Improves and maintains higher pressure in Critical Service Area during peak demands. | Higher cost than distribution only.                                          |
|                    |                                                                                                              |                              |                            |                                          |                       | Provides for slight increase in fire flow and residual pressures.                    | Requires City to obtain property for a tank site.                            |
|                    |                                                                                                              |                              |                            |                                          |                       | Low visual impact.                                                                   |                                                                              |
| 4                  | Improvement Option 2 with Storage (Honeysuckle Well Site)                                                    | \$5,926,500                  | 72 psi                     | 71 psi                                   | 70 psi                | Improves and maintains higher pressure in Critical Service Area during peak demands. | Very high cost.                                                              |
|                    |                                                                                                              |                              |                            |                                          |                       | Provides for slight increase in fire flow.                                           | High visual impact.                                                          |
|                    |                                                                                                              |                              |                            |                                          |                       | Does not require City to obtain a site for the new tank.                             | Does not provide a significant increase in pressure from Thomas Lane option. |

\*Model predicted pressures at highest service elevation in Northeast Service Area.

OTHER BUSINESS

COUNCIL BILL NO. 06-1002  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.25 BY REPLACING REFERENCES TO METHAMPHETAMINE PRECURSOR DRUGS WITH LOCALLY REGULATED PSEUDOPHEDRINE PRODUCTS AND EXTENDING THE REGULATIONS CONTAINED IN THE CHAPTER TO LIQUID, LIQUID CAPSULES AND GEL CAPSULE FORMULATIONS; 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, the City Council adopted Ordinance No. 3239 on November 15, 2005 limiting the sale of Methamphetamine Precursor Drugs; and

WHEREAS, the Legal Department is recommending replacing references to methamphetamine precursor drugs with locally regulated pseudoephedrine products and deleting paragraph (a) (iii) to reduce the accessibility of these drugs for manufacturing of methamphetamines within the City of Coeur d'Alene; and

WHEREAS, 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 9.25.040, is hereby amended to read as follows:*

**CHAPTER 9.25 – REGULATION OF THE SALE OF ~~METHAMPHETAMINE~~  
~~PRECURSOR DRUGS~~ OVER-THE-COUNTER PSEUDOEPHEDRINE**

**9.25.010: Definitions:**

The following definitions shall apply in this Chapter:

(a) ~~Methamphetamine precursor drugs:~~ "Locally Regulated Pseudoephedrine Products"

(i) a drug or product containing as its sole active ingredient pseudoephedrine, or any of its salts, optical isomers, or salts of optical isomers; or

(ii) a combination drug or product containing as one of its active ingredients pseudoephedrine, or any of its salts, optical isomers, or salts of optical isomers.

~~(iii) this term does not include any compounds, mixtures, or preparations that are in liquid, liquid capsule, or gel capsule form.~~

(b) "Over-the-counter ~~sales~~ distribution " means a retail sale of a drug or product but does not include the sale of a drug or product pursuant to the terms of a valid prescription.

(c) "Retailer: any person, corporation, partnership or other business entity conducting business within the City of Coeur d'Alene, Idaho who sells or furnishes any over-the-counter drug product containing pseudoephedrine to any person who is the ultimate user or consumer of the product.

**9.25.020: Prohibited Acts:**

(a) It shall be unlawful within the incorporated limits of the city for any retailer or employee thereof to knowingly to sell, transfer, or to otherwise furnish in a single transaction more than three (3) packages of any locally regulated pseudoephedrine product prepared for over-the counter distribution. ~~that he or she knows to contain more than a total weight of nine (9) grams of methamphetamine precursor drugs.~~

(b) The limits established in this section shall not apply to any quantity of ~~methamphetamine precursor drugs~~ pseudoephedrine product dispensed pursuant to a valid prescription.

**9.25.030: Limitation on Accessibility to and Sale of ~~Methamphetamine Precursor Drugs~~ Pseudoephedrine Products:**

A business establishment that offers for sale ~~methamphetamine precursor drugs~~ locally regulated pseudoephedrine products shall ensure that all packages of the drugs are displayed and offered for sale only:

(a) behind a checkout counter where the public is not permitted; or

(b) inside a locked display case; and

(c) all sales shall be conducted with an employee of the retailer and cannot be conducted by a self-service system; and

**9.25.040: Penalty:**

Any person or entity violating the provisions of this Chapter is guilty of a misdemeanor, the penalty for which shall be a fine not to exceed One Thousand Dollars (\$1,000.00) or imprisonment not to exceed six months (6) months, or both.

**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 21<sup>st</sup> day of February, 2006.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3239  
Amending Municipal Code Chapter 9.25  
REGULATION OF THE SALE OF OVER-THE-COUNTER PSEUDOEPHEDRINE

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 9.25 BY REPLACING REFERENCES TO METHAMPHETAMINE PRECURSOR DRUGS WITH LOCALLY REGULATED PSEUDOPHEDRINE PRODUCTS AND EXTENDING THE REGULATIONS CONTAINED IN THE CHAPTER TO LIQUID, LIQUID CAPSULES AND GEL CAPSULE FORMULATIONS; 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. 3239 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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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 Municipal Code Chapter 9.25 - regulation of the sale of over-the-counter pseudoephedrine, 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 21<sup>st</sup> day of February, 2006.

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Warren J. Wilson, Deputy City Attorney

**CITY COUNCIL  
STAFF REPORT**

**DATE:** February 21, 2006  
**FROM:** David E. Shults, Capital Program Manager  
**SUBJECT:** Sole Source Procurement of Wastewater Pilot Test Equipment

=====

**DECISION POINT:**

The City Council is requested to authorize sole source procurement of pilot testing services and equipment for assessing future wastewater treatment plant upgrade options and to authorize the mayor to sign necessary contracts.

**HISTORY:**

Planning is underway for amending the City's 20-year wastewater treatment facility plan in anticipation for changes to the NPDES discharge permit. EPA and the regulatory agencies in Idaho and Washington are working toward establishment of new discharge limits that are intended to protect water quality of the Spokane River and its impoundments. The new permit for Coeur d'Alene is expected to require very restrictive effluent phosphorus discharge limits that are as tough as any in the nation. The existing process equipment at the plant is not capable of reducing phosphorus to the amount that will be allowed. Additionally, there are very few known processes that have the capability to reliably reduce phosphorus to the degree required. Wastewater staff and consultant, HDR Engineering, have studied the available technology, and have identified several types of process equipment that may possibly work. Pilot testing for each of these options at Coeur d'Alene's treatment plant is recommended to determine whether any of the methods is capable of achieving the necessary results. Procurement of the services and equipment rental packages is not conducive to competitive bidding.

**FINANCIAL ANALYSIS:**

The City's 2005-06 Financial Plan approved \$100,000 for pilot testing.

**DISCUSSION:**

HDR Engineering and the city's wastewater staff have identified three different types of technology that may be candidates for considering in the future design of the Phase 4B upgrade project: Dual Sand Filtration, Up-flow Clarification with Mixed Media Filtration, and Microfiltration. Each option is represented by a company that provides a package of pilot testing equipment that is provided to interested parties for a fee. The cost for renting a pilot test package for a month ranges from \$25,000 to \$50,000. Other costs include those for freight, personnel to monitor, electrical connections, piping, communications, and lab testing. Contracts and arrangements for scheduling the pilot test packages must be made right away in order for the equipment to be functioning in the spring when the data collected will be most useful. Procurement regulations allow the City Council to declare sole source procurement for such equipment that is necessary for trial use or testing. Publication in the official newspaper of this intent is necessary.

**RECOMMENDATION:**

The City Council is requested to authorize sole source procurement of pilot testing services and equipment for assessing future wastewater treatment plant upgrade options and to authorize the mayor to sign necessary contracts.

# PUBLIC HEARINGS

# I. ICDBG Application Information Form

Applicant: City of Coeur d'Alene Chief Elected Official: Sandi Bloem, Mayor  
 Address: 710 Mullan Avenue, Coeur d'Alene, ID 83814 Phone: 208-769-2300

Sub-recipient: Lake City Senior Center Chief Elected Official: Richard C. Panabaker  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Application Prepared By: Nancy Mabile, ED Planner Phone: 208-772-0584, x3014  
 Address: Panhandle Area Council, 11100 N. Airport Drive, Hayden, ID 83835

Architect/Engineer: Cory Trapp, AIA Phone: 208-772-0503  
 Address: G.D. Longwell Architects, East 1677 Miles Avenue, STE 100, Hayden Lake, ID 83835

**National Objective (MARK ONE)**

- LMI Area  
 LMI Jobs  
 LMI Clientele  
 Slum & Blight  
 Imminent Threat

**Project Type (MARK ONE)**

- Public Facility/Housing  
 Economic Development  
 Imminent Threat  
 Community Center  
 Senior Center  
 Other

**Project Population to Benefit (PERSONS)**

Total # to Benefit: 34,514 Total # LMI to Benefit: 14,748<sup>1</sup>  
 % LMI to Benefit: Limited Clientele 100% % Minority Population: 6.9%<sup>2</sup>



**Project Description:** Project components of the Lake City Senior Center Renovation Project include addition of 600 square feet to the kitchen, purchase of walk-in freezer and walk-in cooler, create area for food delivery, remodel staff restroom for accessibility, replace kitchen hood make-up air unit, building furnaces, dining room sheet vinyl floor and hot water heater.

| SOURCE                         | AMOUNT           | DATE APPLICATION SUBMITTED | RESERVED/ CONDITIONAL AWARD | FUNDS COMMITTED/ CONTRACT AWARD DATE | DOCUMENTS IN APPENDIX *** |
|--------------------------------|------------------|----------------------------|-----------------------------|--------------------------------------|---------------------------|
| <b>ICDBG</b>                   | <b>\$126,521</b> |                            |                             |                                      |                           |
| Local Cash                     | \$85,000         |                            |                             | X                                    | X                         |
| Local Loan*                    |                  |                            |                             |                                      |                           |
| Local In-Kind**                | \$6,000          |                            |                             | X                                    | X                         |
| USDA RD Grant                  |                  |                            |                             |                                      |                           |
| EDA Grant                      |                  |                            |                             |                                      |                           |
| State Grant                    |                  |                            |                             |                                      |                           |
| Foundation Grant               |                  |                            |                             |                                      |                           |
| Private Investment             |                  |                            |                             |                                      |                           |
| Other                          |                  |                            |                             |                                      |                           |
| <b>TOTAL PROJECT FINANCING</b> | <b>\$217,521</b> |                            |                             |                                      |                           |

\* Identify Loan Source(s): N/A Date Bond or Necessary & Ordinary Passed: N/A  
 \*\* Describe In-Kind match by type (i.e., materials, labor, waived fees, and land value) and amount.  
 \*\*\* Identify which appendix corresponding documentation is in. Documentation should be a letter from the appropriate source.

## **PROJECT DESCRIPTION:**

The Lake City Senior Center is proposing to construct a 600 square foot addition to the existing 11,200 SF Senior Center to enlarge the dry good storage, refrigerated and freezer capacity of the existing Kitchen. Currently, a small walk-in commercial freezer and several upright refrigerators and freezers are located in the mechanical room next to the Kitchen. This is inconvenient to the Kitchen and not an appropriate location for food storage. The addition will allow a new walk-in commercial freezer and cooler to be located adjacent to the Kitchen.

In addition to expanding the storage capacity of the building, the mechanical system for the building will also be replaced and updated. The existing furnaces are at least 20 years old and are not energy efficient. New furnaces are proposed to be installed that are 95% efficient and will provide improved cooling for the building. Installing new furnaces will provide energy savings for the facility and reduce operating expenses. In addition, the make-up air unit for the kitchen hood is very corroded and no longer functions. A new energy efficient makeup air unit will be installed to serve the Kitchen Hood.

The Lake City Senior Center was originally constructed around 1985. Overall the facility is in fairly good shape. Many of the materials and finishes are getting worn just from age and use. The roof, exterior siding and trim appear to be in satisfactory condition. The foundation and structure of the building appears to be sound as there are no visible structural cracks or signs of settling. Carpeting throughout the facility is worn and should be replaced due to age. Handicap accessibility appears to meet requirements for access to the building and within the building.

The following is an itemized list of proposed changes that will be accomplished by the Kitchen addition and mechanical remodel.

1. Add a 600 square foot addition to the Kitchen for dry goods storage, new walk-in freezer and new walk-in cooler.
2. Create a new delivery area outside the proposed addition for food delivery.
3. Relocate the dumpster from the front of the building to the rear near the kitchen and maintenance entrance.
4. The staff restroom in the Kitchen will be remodeled so that it will meet ADA accessibility requirements.
5. The inoperable kitchen hood make-up air unit will be removed and replaced with a new energy efficient unit.
6. The inefficient and old existing building furnaces will be replaced with new 95% energy efficient units with air conditioning. AVISTA has a program that provides a rebate for installing energy efficient mechanical equipment.
7. The existing sheet vinyl flooring in the Dining Room serving area is peeling up at the seams and has become a dangerous tripping hazard in the middle of the floor and at door thresholds. The old Sheet vinyl will be removed and new sheet vinyl or VCT flooring will be installed in this area.
8. A new high efficiency water heater will be installed to replace the old water heater.
9. In addition, the lighting could be upgraded from T12 fixtures to T8 fixtures to save electricity. AVISTA has a rebate program that could be used to help pay for this work.

## V. Budget Narrative

Funding sources on this project include ICDBG and LCSC Cash. The following provides the commitment status of each funding source and an identification of which components of the project will use ICDBG funding and which components will use other funding sources. The documentation for Local Match is in [Appendix --](#).

### Government

- *ICDBG* — This HUD funding will finance the ICDBG-required certified grant administration (\$11,500) and renovation of the facility including the 600 sf kitchen expansion, new food delivery area, kitchen staff restroom remodel for accessibility, kitchen hood air unit, heating/air conditioning mechanical unit, hot water heater and associated electrical connections (\$126,521).

### Local Match

- *LCSC CASH* — On February 16, 2006 the Board of Directors for the LCSC authorized a sum of \$85,000 in cash from savings to finance the architectural fees (\$19,000), a portion of the construction as stated above under the ICDBG narrative (\$46,000), and purchase of a walk-in cooler unit and walk-in freezer unit (\$20,000).
- *CITY IN-KIND* — The City of Coeur d'Alene is providing in-kind services for the audit (\$5,000) and legal fees (\$1,000).

## VI. ICDBG Budget Form

| <b>Applicant/Grantee:</b><br>City of Coeur d'Alene |                   | <b>Project Name:</b><br>Lake City Senior Center Renovation |                |                  |
|----------------------------------------------------|-------------------|------------------------------------------------------------|----------------|------------------|
| <b>Line Items</b>                                  | <b>ICDBG Cash</b> | <b>LCSC Cash</b>                                           | <b>In-Kind</b> | <b>TOTAL</b>     |
| Administrative                                     | \$11,500          |                                                            |                | <b>\$11,500</b>  |
| LMI Assessment                                     |                   |                                                            |                | <b>\$0</b>       |
| Land, Structures, Rights- of-Way                   |                   |                                                            |                | <b>\$0</b>       |
| Facility Plan                                      |                   |                                                            |                | <b>\$0</b>       |
| Architectural/Engineering                          |                   | \$19,000                                                   |                | <b>\$19,000</b>  |
| Archeological Survey                               |                   |                                                            |                | <b>\$0</b>       |
| Construction                                       | \$115,021         | \$46,000                                                   |                | <b>\$161,021</b> |
| Equipment                                          |                   | \$20,000                                                   |                | <b>\$20,000</b>  |
| Legal & Audit                                      |                   |                                                            | \$6,000        | <b>\$0</b>       |
| <b>TOTAL COSTS</b>                                 | <b>\$126,521</b>  | <b>\$85,000</b>                                            | <b>\$6,000</b> | <b>\$217,521</b> |

## VII. Detailed Cost Analysis

- A. Identify in the chart below the various components of the project, the cost for each and the proposed funding source for each component.
- B. Project construction costs, including contingency are stamped by a licensed engineer/ architect and documented in [Appendix --](#).
- C. Davis Bacon wage rates have been included in the costs.  Yes  No

| CATEGORY                    | ACTIVITY                          | COST             | FUNDING SOURCE |
|-----------------------------|-----------------------------------|------------------|----------------|
| <b>Acquisition</b>          | Appraisal                         |                  |                |
|                             | Land, ROW, Easements              |                  |                |
|                             | Existing Structures               |                  |                |
|                             | Relocation Cost                   |                  |                |
|                             | Title Ins/Closing/Recording/Legal |                  |                |
| <b>Construction</b>         | Mobilization                      | \$12,000         | ICDBG/LCSC     |
|                             | Temporary Controls/Services       |                  |                |
|                             | Traffic Control                   |                  |                |
|                             | Other Div. 1 Requirements         |                  |                |
|                             | Hard Costs (Div. 2-16)            | \$114,640        | ICDBG/LCSC     |
|                             | Contractor overhead & Profit      | \$16,717         | ICDBG/LCSC     |
|                             | Construction Contingency          | \$12,664         | ICDBG/LCSC     |
|                             | Surety Bond Premium               |                  |                |
|                             | Plan Check Fees                   |                  |                |
|                             | Permits                           | \$5,000          | ICDBG/LCSC     |
| <b>Equipment</b>            | Walk-In Freezer & Cooler          | \$20,000         | LCSC           |
| <b>Design Professional</b>  | Preliminary Design                |                  |                |
|                             | Design Fee                        | \$15,000         | LCSC           |
|                             | Construction Administration       |                  |                |
|                             | Reimbursable Expenses             | \$4,000          | LCSC           |
| <b>Grant Administration</b> | Grant Writing                     |                  |                |
|                             | Grant Administration              | \$11,500         | ICDBG          |
| <b>Soft Costs</b>           | Archeological Survey              |                  |                |
|                             | Market Study                      |                  |                |
|                             | Soils Test                        |                  |                |
|                             | Phase I & II Environmental        |                  |                |
|                             | Other                             |                  |                |
| <b>Financing Expenses</b>   | Loan Origination Fee              |                  |                |
|                             | Interim Financing Interest        |                  |                |
|                             | Bond/LID/BID Administration       |                  |                |
|                             | Legal Fee                         | \$1,000          |                |
|                             | Audit                             | \$5,000          |                |
|                             | <b>TOTAL PROJECT COSTS:</b>       | <b>\$217,521</b> |                |

## VIII. Project Schedule

| PROJECT ACTIVITY                      | DATE (TO BE) COMPLETED | DOCUMENTATION IN APPENDIX |
|---------------------------------------|------------------------|---------------------------|
| Grant Administrator Procured          | June 2003              | X                         |
| Engineer/Architect Procured           | 2002                   | X                         |
| Other Funding Secured                 | February 2006          | X                         |
| Permits Identified & Secured          | Feb – Aug 2006         |                           |
| Sub-recipient Agreement Drafted       | February 2006          | X                         |
| Environmental Review Complete         | June 2006              | X                         |
| Complete 504 Requirements             | X                      | X                         |
| Complete Fair Housing Requirements    | X                      | X                         |
| Bids Advertised                       | July 2006              |                           |
| Start Construction                    | August 2006            |                           |
| Second Public Hearing                 | September 2006         |                           |
| Certificate of Substantial Completion | October 2006           |                           |
| Closeout                              | December 2006          |                           |

## Certifications

I hereby certify the data in this application is true and correct, that this document has been duly authorized by the governing body of the City of Coeur d'Alene and we will comply with the following laws and regulations if this application is approved and selected for funding.

- National Environmental Policy Act of 1969
- Civil Rights Act of 1964 Pub. L 88-352
- Civil Rights Act of 1968 Pub. L 90-284
- Age Discrimination Act of 1975
- Rehabilitation Act of 1973, Section 504
- Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (49 CFR Part 24)
- Housing and Community Development Act of 1974, as amended, Pub. L 93-383
- Davis-Bacon Act (40 USC 276A – 276A-5)
- Historic Preservation Act
- OMB Circular A-87, and ensure that sub-recipient complies with A-110 and A-122.
- Section 106 of the Housing and Urban Recovery Act of 1983 certifying to:
  - Minimize displacement as a result of activities assisted with CDBG funds by following the Idaho Department of Commerce & Labor anti-displacement and relocation assistance plan'
  - Conduct and administer its program in conformance with Title VI and Title VII, and affirmatively further fair housing;
  - Provide opportunities for citizen participation comparable to the state's requirements (those described in Section 104(a) of the Act, as amended);
  - Not use assessments or fees to recover the capital costs of ICDBG funded public improvements from low and moderate-income owner occupants;
  - Abide by all state and federal rules and regulations related to the implementation and management of federal grants;
  - Assess and implement an Accessibility Plan for persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973, as amended;
  - Adopt and implement an Excessive Force Policy;
  - Prohibition of Use of Assistance for Employment Relocation, Section 588 of the Disability Housing and Work Responsibility Act of 1998, Pub. L 105-276
  - Anti-Lobbying Certification: No federal appropriated funds that have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into any cooperative agreement and the extension, renewal, modification or amendment of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of, employee of a member of, officer of or employee of Congress in connection with this federal grant, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

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Sandi Bloem, Mayor, City of Coeur d'Alene

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Date

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FOUR MONTHS ENDED  
 31-Jan-2006

| FUND OR<br>DEPARTMENT      | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>1/31/2006 | PERCENT<br>EXPENDED |
|----------------------------|------------------------|-------------------|-------------------------|---------------------|
| Mayor/Council              | Personnel Services     | \$152,380         | \$50,782                | 33%                 |
|                            | Services/Supplies      | 23,345            | 6,088                   | 26%                 |
| Administration             | Personnel Services     | 364,030           | 131,871                 | 36%                 |
|                            | Services/Supplies      | 54,290            | 15,189                  | 28%                 |
| Finance                    | Personnel Services     | 520,965           | 175,672                 | 34%                 |
|                            | Services/Supplies      | 124,220           | 33,569                  | 27%                 |
| Municipal Services         | Personnel Services     | 581,262           | 182,847                 | 31%                 |
|                            | Services/Supplies      | 352,339           | 158,190                 | 45%                 |
|                            | Capital Outlay         | 14,000            | 13,526                  | 97%                 |
| Human Resources            | Personnel Services     | 167,065           | 55,800                  | 33%                 |
|                            | Services/Supplies      | 53,952            | 5,249                   | 10%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Legal                      | Personnel Services     | 925,404           | 305,867                 | 33%                 |
|                            | Services/Supplies      | 107,986           | 28,552                  | 26%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Planning                   | Personnel Services     | 408,242           | 136,268                 | 33%                 |
|                            | Services/Supplies      | 23,900            | 17,381                  | 73%                 |
| Building Maintenance       | Personnel Services     | 154,053           | 45,711                  | 30%                 |
|                            | Services/Supplies      | 181,100           | 43,848                  | 24%                 |
|                            | Capital Outlay         |                   |                         |                     |
| Police                     | Personnel Services     | 6,395,776         | 2,189,590               | 34%                 |
|                            | Services/Supplies      | 465,402           | 361,967                 | 78%                 |
|                            | Capital Outlay         | 206,626           | 54,945                  | 27%                 |
| Fire                       | Personnel Services     | 4,204,574         | 1,489,590               | 35%                 |
|                            | Services/Supplies      | 330,789           | 110,894                 | 34%                 |
|                            | Capital Outlay         |                   | 51,981                  |                     |
| General Government         | Personnel Services     | 62,400            | 3,167                   | 5%                  |
|                            | Services/Supplies      | 71,822            | 71,822                  | 100%                |
| Local Law Enforcemnt Grant | Services/Supplies      | 17,520            |                         | 0%                  |
| Byrne Grant (Federal)      | Personnel Services     | 13,883            | 1,200                   | 9%                  |
|                            | Services/Supplies      | 43,944            | 18,555                  | 42%                 |
|                            | Capital Outlay         |                   |                         |                     |
| COPS Grant                 | Services/Supplies      | 317,450           | 4,753                   | 1%                  |
| Byrne Grant                | Personnel Services     | 35,044            | 21,056                  | 60%                 |
|                            | Services/Supplies      | 3,000             | 627                     | 21%                 |
| K.C.J.A. Drug Task Force   | Services/Supplies      | 24,140            | 5,488                   | 23%                 |
|                            | Capital Outlay         |                   | 2,443                   |                     |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FOUR MONTHS ENDED  
 31-Jan-2006

| FUND OR<br>DEPARTMENT        | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED | SPENT THRU<br>1/31/2006 | PERCENT<br>EXPENDED |
|------------------------------|------------------------|-------------------|-------------------------|---------------------|
| US Streets                   | Personnel Services     | 1,617,693         | 478,659                 | 30%                 |
|                              | Services/Supplies      | 454,450           | 94,416                  | 21%                 |
|                              | Capital Outlay         | 465,000           | 85,591                  | 18%                 |
| Growth Services              | Personnel Services     | 1,212,257         | 375,784                 | 31%                 |
|                              | Services/Supplies      | 697,873           | 16,208                  | 2%                  |
|                              | Capital Outlay         | 30,000            | 17,844                  | 59%                 |
| Parks                        | Personnel Services     | 884,276           | 235,984                 | 27%                 |
|                              | Services/Supplies      | 262,900           | 27,692                  | 11%                 |
|                              | Capital Outlay         | 58,000            |                         | 0%                  |
| Recreation                   | Personnel Services     | 505,020           | 137,127                 | 27%                 |
|                              | Services/Supplies      | 164,475           | 73,452                  | 45%                 |
|                              | Capital Outlay         | 20,000            | 3,600                   | 18%                 |
| City Properties              | Capital Outlay         | 251,697           |                         | 0%                  |
| Total General Fund           |                        | <u>23,024,544</u> | <u>7,340,845</u>        | <u>32%</u>          |
| Library                      | Personnel Services     | 720,012           | 239,940                 | 33%                 |
|                              | Services/Supplies      | 111,614           | 24,031                  | 22%                 |
|                              | Capital Outlay         | 41,024            | 128,016                 | 312%                |
| Cemetery                     | Personnel Services     | 146,252           | 44,190                  | 30%                 |
|                              | Services/Supplies      | 92,080            | 19,485                  | 21%                 |
|                              | Capital Outlay         | 24,000            |                         | 0%                  |
| Impact Fees                  | Services/Supplies      | 1,972,000         |                         | 0%                  |
| Annexation Fees              | Services/Supplies      | 410,000           | 410,000                 | 100%                |
| Parks Capital Improvements   | Capital Outlay         | 370,000           | 187,990                 | 51%                 |
| Insurance                    | Services/Supplies      | 275,500           | 53,144                  | 19%                 |
| Total Special Revenue        |                        | <u>4,162,482</u>  | <u>1,106,796</u>        | <u>27%</u>          |
| Debt Service Fund            |                        | <u>1,428,674</u>  | <u>100,024</u>          | <u>7%</u>           |
| Ramsey Road                  | Capital Outlay         | 1,082,000         | 4,964                   | 0%                  |
| Government Way - Phase 2     | Capital Outlay         |                   | 1,536                   |                     |
| Kathleen & Atlas Signal      | Capital Outlay         | 230,000           |                         |                     |
| Ped Ramps                    | Capital Outlay         |                   | 2,604                   |                     |
| Kathleen Avenue              | Capital Outlay         |                   |                         |                     |
| 4th St - Anton to Timber     | Capital Outlay         |                   | 303,612                 |                     |
| Ironwood                     | Capital Outlay         |                   |                         |                     |
| 15th Street - Best to Dalton | Capital Outlay         | 694,580           |                         | 0%                  |
| Seltice Way                  | Capital Outlay         |                   |                         |                     |
| US Bank Grant - Seltice      | Capital Outlay         | 10,000            | 117,750                 | 1178%               |
| Total Capital Projects Funds |                        | <u>2,016,580</u>  | <u>430,466</u>          | <u>21%</u>          |

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 FOUR MONTHS ENDED  
 31-Jan-2006

| FUND OR<br>DEPARTMENT         | TYPE OF<br>EXPENDITURE | TOTAL<br>BUDGETED          | SPENT THRU<br>1/31/2006    | PERCENT<br>EXPENDED |
|-------------------------------|------------------------|----------------------------|----------------------------|---------------------|
| Street Lights                 | Services/Supplies      | 491,711                    | 91,726                     | 19%                 |
| Water                         | Personnel Services     | 1,122,946                  | 342,905                    | 31%                 |
|                               | Services/Supplies      | 2,648,027                  | 323,303                    | 12%                 |
|                               | Capital Outlay         | 5,123,000                  | 1,665,187                  | 33%                 |
|                               | Debt Service           | 340,500                    | 22,750                     | 7%                  |
| Water Capitalization Fees     | Services/Supplies      | 1,400,000                  |                            |                     |
| Wastewater                    | Personnel Services     | 1,687,809                  | 488,902                    | 29%                 |
|                               | Services/Supplies      | 2,890,500                  | 340,523                    | 12%                 |
|                               | Capital Outlay         | 10,025,200                 | 1,599,988                  | 16%                 |
|                               | Debt Service           | 919,950                    | 85,675                     | 9%                  |
| WW Capitalization             | Services/Supplies      | 4,234,109                  |                            | 0%                  |
| Sanitation                    | Services/Supplies      | 2,701,122                  | 734,219                    | 27%                 |
| Public Parking                | Services/Supplies      | 172,249                    | 23,833                     | 14%                 |
|                               | Capital Outlay         | 300,000                    |                            | 0%                  |
| Stormwater Mgmt               | Personnel Services     | 327,003                    | 93,686                     | 29%                 |
|                               | Services/Supplies      | 339,134                    | 205,636                    | 61%                 |
|                               | Capital Outlay         | 465,000                    | 222,156                    | 48%                 |
| Total Enterprise Funds        |                        | <u>35,188,260</u>          | <u>6,240,489</u>           | <u>18%</u>          |
| Police Retirement             |                        | 234,000                    | 77,978                     | 33%                 |
| Cemetery Perpetual Care       |                        | 101,000                    | 33,692                     | 33%                 |
| Jewett House                  |                        | 18,860                     | 4,538                      | 24%                 |
| Reforestation                 |                        | 23,200                     | 779                        | 3%                  |
| CdA Arts Commission           |                        | 5,000                      | 728                        | 15%                 |
| Public Art Fund               |                        | 20,000                     | 100                        | 1%                  |
| Public Art Fund - LCDC        |                        | 20,000                     | 19,972                     | 100%                |
| Public Art Fund - Maintenance |                        | 1,000                      | 94                         | 9%                  |
| Fort Sherman Playground       |                        | 1,000                      |                            | 0%                  |
| KMPO                          |                        | 181,797                    | 146,097                    | 80%                 |
| Business Improvement District |                        | 122,000                    | 40,000                     | 33%                 |
| Homeless Trust Fund           |                        | 5,000                      | 661                        | 13%                 |
| Total Trust & Agency          |                        | <u>732,857</u>             | <u>324,639</u>             | <u>44%</u>          |
| TOTALS:                       |                        | <u><u>\$66,553,397</u></u> | <u><u>\$15,543,259</u></u> | <u><u>23%</u></u>   |

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

| FUND                                           | BALANCE<br>12/31/05 | RECEIPTS   | DISBURSE-<br>MENTS | BALANCE<br>1/31/06 |
|------------------------------------------------|---------------------|------------|--------------------|--------------------|
| <u>General-Designated</u>                      | \$950,652           | \$59,026   | \$6,557            | \$1,003,121        |
| <u>General-Undesignated</u>                    | 2,223,155           | 23,635,655 | 16,921,094         | 8,937,716          |
| <u>Special Revenue:</u>                        |                     |            |                    |                    |
| Library                                        | (212,163)           | 486,808    | 97,070             | 177,575            |
| Cemetery                                       | 17,420              | 17,426     | 15,330             | 19,516             |
| Parks Capital Improvements                     | 371,520             | 3,215      | 32,728             | 342,007            |
| Impact Fees                                    | 3,262,162           | 80,295     |                    | 3,342,457          |
| Annexation Fees                                | 39,201              | 103        |                    | 39,304             |
| Insurance                                      | 1,059,913           | 31,106     | 35,841             | 1,055,178          |
| <u>Debt Service:</u>                           |                     |            |                    |                    |
| 2000 & 2002 G.O. Bonds                         | 245,023             | 456,242    | 3,903              | 697,362            |
| LID Guarantee                                  | 231,675             | 988        |                    | 232,663            |
| LID 124 Northshire/Queen Anne/Indian Meadows   | 102,111             |            |                    | 102,111            |
| LID 126 Downtown                               | -                   |            |                    | -                  |
| LID 127 Fairway / Howard Francis               | 153,091             | 429        | 49,845             | 103,675            |
| LID 129 Septic Tank Abatement                  | 292,831             | 9,735      |                    | 302,566            |
| LID 130 Lakeside / Ramsey / Industrial Park    | 298,668             | 519        |                    | 299,187            |
| LID 133 E Sherman/Gravel Sts/Forest Prk Paving | 82,297              | 5,930      |                    | 88,227             |
| LID 137 Govt Way / Kathleen / WWTP Cap Fees    | 42,762              | 13,870     |                    | 56,632             |
| LID 143 Lunceford / Neider                     | 31,135              | 2,418      |                    | 33,553             |
| LID 146 Northwest Boulevard                    | 218,427             | 19,066     |                    | 237,493            |
| LID 148 Fruitland Lane Sewer Cap Fees          | 86                  | 183        |                    | 269                |
| <u>Capital Projects:</u>                       |                     |            |                    |                    |
| Street Projects                                | (722,496)           | 17,975     | 4,155              | (708,676)          |
| <u>Enterprise:</u>                             |                     |            |                    |                    |
| Street Lights                                  | (110,760)           | 36,752     | 6,246              | (80,254)           |
| Water                                          | 2,922,516           | 198,444    | 269,223            | 2,851,737          |
| Water Capitalization Fees                      | 2,240,586           | 71,624     |                    | 2,312,210          |
| Wastewater                                     | 2,135,075           | 386,836    | 811,031            | 1,710,880          |
| Wastewater-Reserved                            | 1,315,580           | 26,500     |                    | 1,342,080          |
| WWTP Capitalization Fees                       | 3,852,290           | 135,261    |                    | 3,987,551          |
| WW Property Mgmt                               | 60,668              |            |                    | 60,668             |
| Sanitation                                     | 114,816             | 243,366    | 214,997            | 143,185            |
| Public Parking                                 | 515,619             | 11,773     | 5,494              | 521,898            |
| Stormwater Mgmt                                | 39,278              | 103,222    | 32,290             | 110,210            |
| Water Debt Service                             | 116                 |            |                    | 116                |
| Wastewater Debt Service                        | 121                 | 72,975     |                    | 73,096             |
| <u>Trust and Agency:</u>                       |                     |            |                    |                    |
| LID Advance Payments                           | 9,210               |            | 397                | 8,813              |
| Police Retirement                              | 1,358,724           | 190,994    | 135,241            | 1,414,477          |
| Cemetery P/C                                   | 1,943,979           | 3,458      | 5,151              | 1,942,286          |
| Sales Tax                                      | 942                 | 1,191      | 939                | 1,194              |
| Fort Sherman Playground                        | 7,650               | 20         |                    | 7,670              |
| Jewett House                                   | 12,634              | 247        | 1,965              | 10,916             |
| KCATT                                          | 3,018               | 8          |                    | 3,026              |
| Reforestation                                  | 177,964             | 9,468      | 3,400              | 184,032            |
| CdA Arts Commission                            | 828                 | 26         | 19                 | 835                |
| Public Art Fund                                | 55,219              | 145        |                    | 55,364             |
| Public Art Fund - LCDC                         | 77,118              | 203        | 1,773              | 75,548             |
| Public Art Fund - Maintenance                  | 58,657              | 154        | 40                 | 58,771             |
| KMPO - Kootenai Metro Planning Org             | 31,389              | 1,303      |                    | 32,692             |

|                     |                     |                     |                     |                     |
|---------------------|---------------------|---------------------|---------------------|---------------------|
| BID                 | 91,403              | 6,307               | 10,000              | 87,710              |
| Homeless Trust Fund | 452                 | 291                 |                     | 743                 |
| GRAND TOTAL         | <u>\$25,602,563</u> | <u>\$26,341,557</u> | <u>\$18,664,729</u> | <u>\$33,279,391</u> |