



Coeur d'Alene

CITY COUNCIL MEETING

July 3, 2007

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
June 19, 2007**

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 June 19, 2007 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

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

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

Mayor Bloem announced that the "Art for Children" agenda item from the General Services Committee would not be presented this evening.

PRESENTATION: "2007-2008 Preliminary Budget": Troy Tymesen, Finance Director, made a presentation regarding the city's 2007-2008 Preliminary Budget. Mr. Tymesen indicated that the budget is not balanced at this time. A public hearing will be held on Tuesday, September 4, 2007, in Council Chambers at 6:00 p.m. The budget is driven by a strategic planning process wherein the departments and committees bring forward proposals for the Council to review and decide upon high priority areas.

Mr. Tymesen explained that in the preliminary budget they are looking at over 14 new positions. It is also a great year for a number of building projects. The city will need to add additional staff to maintain the new library building. In addition, there are public safety needs, including new police and fire personnel. Code enforcement and animal control are also being looked at. Mr. Tymesen stated that Resolution 07-045 includes a number of areas that the city won't be able to fund, but they will start whittling away at the deficit.

Mr. Tymesen stated that in July the council will be holding a workshop on July 10th, at 5:00 p.m., at City Hall, and if not finished, they will hold another workshop on Thursday, July 12th, at 5:00 p.m. At that time the Executive Team will bring forth its recommendations in regard to the budget.

Mr. Tymesen explained that this past year the city grew by about \$175,000,000 through new growth and annexations. This does not include increases in existing properties and assessments. There is no new growth in the Urban Renewal districts. Mr. Tymesen estimates almost \$690,000 in new property tax dollars could be coming into the city, which is down about \$300,000 in property tax revenue from new growth. The City of Coeur d'Alene is approaching 3.4 billion dollars in valuation. Mr. Tymesen indicated that if the city takes their allowed 3% tax increase, in addition to the income from new growth, he would forecast that the levy rate will go down. A 3% increase would equal \$395,919 to the City of Coeur d'Alene.

Mr. Tymesen stated that the total budget for the City of Coeur d'Alene at this time is \$66,792,730 and the city is approximately \$480,000 short from balancing the budget.

RESOLUTION NO. 07-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2007-2008, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2007:

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-2007 BUDGET	FY 2007-08 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$162,213	\$171,870	\$191,522	\$187,717
Administration	342,661	450,224	484,422	787,352
Finance Department	581,250	585,352	682,937	771,370

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	49,383	76,027	24,140	24,340
Local Law Enforcement Grant	5,103	18,185	-0-	
Fire Department	5,415,000	4,634,232	5,209,058	5,909,670
General Government	134,650	2,058,639	176,631	344,313
Engineering Services	1,639,410	1,713,208	1,197,829	1,310,081
Streets/Garage	2,091,973	2,332,259	2,509,592	2,351,755
Byrne Grant – Police Dept	68,290	38,615	77,303	45,730
Building Inspection	-0-	238,366	792,578	834,321
Parks Department	1,077,633	1,206,458	1,415,136	1,643,316
Recreation Department	661,665	660,477	727,173	800,110
City Properties	150,000		-0-	
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>\$21,826,962</u>	<u>24,386,854</u>	<u>\$24,779,909</u>	<u>\$27,615,224</u>
Municipal Services	814,908	905,346	1,045,727	1,251,108
Human Resources	191,128	211,887	231,978	244,632
Legal Department	1,014,461	1,049,628	1,082,615	1,211,519
Planning	412,715	458,345	521,304	546,406
Building Maintenance	362,355	318,344	402,815	527,636
Police Department	6,569,449	7,000,913	7,852,908	8,765,787
Juvenile Incentive Grant	35,748	54,631		
COPS in School Grant	46,967	203,848	154,241	58,061

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	825,490	904,441	976,374	1,074,027

Impact Fee Fund	427,519	1,831,832	2,014,920	585,000
Parks Capital Improvement	1,087,950	901,437	443,259	487,500
Annexation Fee Fund	110,000	410,000	100,000	230,000
Self Insurance	247,806	247,427	295,500	310,500
Cemetery Fund	219,712	249,793	300,482	293,738
<u>TOTAL SPECIAL FUNDS:</u>	<u>2,918,477</u>	<u>4,544,930</u>	<u>4,130,535</u>	<u>2,980,765</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	488,343	485,650	505,592	560,203
Water Fund	6,786,292	7,902,439	7,291,068	6,284,904
Wastewater Fund	9,232,600	15,538,664	10,904,960	13,001,464
WWTP Property Management	-0-	-0-	-0-	-0-
Water Cap Fee Fund	2,032,150	1,756,013	1,160,000	960,000
WWTP Cap Fees Fund	2,315,043	5,193,810	1,293,611	2,482,683
Sanitation Fund	2,635,498	2,864,629	2,806,353	3,025,984
City Parking Fund	149,370	153,604	160,132	167,132
Stormwater Management	903,297	1,140,958	1,348,468	1,504,169
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>24,542,593</u>	<u>35,035,767</u>	<u>25,470,184</u>	<u>27,986,539</u>
<u>TRUST AND AGENCY FUNDS:</u>	581,533	805,528	915,688	2,647,708
<u>CAPITAL PROJECTS FUNDS:</u>	1,039,416	3,963,090	2,883,200	3,190,015
<u>DEBT SERVICE FUNDS:</u>	1,533,810	2,463,230	2,537,634	2,372,479
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$52,442,791</u>	<u>\$71,199,399</u>	<u>\$60,717,150</u>	<u>\$66,792,730</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-2007 BUDGET	FY 2007-2008 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	9,175,976	10,712,147	11,725,428	13,236,650
Library Levy	819,297	856,336	961,624	1,058,677
Policeman's Retirement Fund Levy	153,354	152,076	152,000	152,000
Comprehensive Liability Plan Levy	50,459	50,028	108,257	108,257
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	-0-	1,081,463	1,000,000	1,000,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$10,449,086</u>	<u>13,102,050</u>	<u>\$14,197,309</u>	<u>15,805,584</u>

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	6,592,606	13,562,222	6,750,293	6,660,061
Beginning Balance	29,764,692	33,113,392	23,182,532	30,978,840
Other Revenue:				
General Fund	11,779,302	12,009,740	10,751,848	11,899,013
Library Fund	19,089	16,034	14,750	15,350
Parks Capital Improvement Fund	526,134	148,994	130,000	114,500
Insurance/Risk Management	21,011	36,261	76,000	95,000
Cemetery	119,944	117,311	131,000	148,800
Annexation Fee Fund	406,750	50,871	100,000	100,000

	FY 2004-05 ACTUAL	FY 2005-06 ACTUAL	FY 2006-07 BUDGET	FY 2007-08 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	1,788,144	1,384,319	1,140,000	1,200,000
Street Lighting Fund	418,611	444,036	630,592	455,203
Water Fund	5,432,154	5,483,266	3,131,068	3,511,000
Wastewater Property Management	-0-	-0-	-0-	-0-
Wastewater Fund	7,156,733	7,949,173	9,815,357	10,341,255
Water Cap Fee Fund	932,056	866,462	835,000	815,000
WWTP Capitalization Fees	2,758,740	2,861,544	1,020,940	1,670,340
Sanitation Fund	2,750,512	2,990,818	2,921,836	3,126,632
City Parking Fund	159,268	190,519	133,000	150,000
Stormwater Management	1,135,076	1,250,934	1,258,468	1,296,000
Trust and Agency Funds	449,847	2,502,276	450,040	2,269,200
Capital Projects Fund	758,622	9,180,432	833,700	-0-
Debt Service Fund	1,341,720	2,731,350	1,312,894	1,266,000
SUMMARY:				
PROPERTY TAXES	10,449,086	13,102,050	14,197,309	15,805,584
OTHER THAN PROPERTY TAXES	74,311,011	96,889,954	64,619,318	76,112,194
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$84,760,097</u>	<u>\$109,992,004</u>	<u>\$78,816,627</u>	<u>91,917,778</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 2, 2007 and July 9, 2007.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 4th day of September, 2007 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

Motion by Reid, seconded by Goodlander, to adopt Resolution 07-045.

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

PUBLIC COMMENTS: There were no public comments.

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

1. Approval of minutes June 5, 2007
2. Setting of the next Public Works Committee and General Services Committee meetings for June 25th at 4:00 p.m.
3. RESOLUTION 07-046: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LETTER OF AGREEMENT BETWEEN THE CITY AND KOOTENAI COUNTY TRANSPORTATION AND APPROVAL OF A PARAMEDIC INTERN AGREEMENT WITH SPOKANE COMMUNITY COLLEGE.
4. Approval of Bills as Submitted
5. Purchase of Police Department Electronic Ticketing Hardware and Software
6. Setting of Public Hearing:
 - a. ZC-8-07 Zone change a 1401 N. 3rd for July 17, 2007
 - b. ZC-9-07 Zone Change at 4040 & 4082 N. Player Drive for July 17, 2007
7. Approval of Sidewalk Encroachment Permit for Moose Market at 401 E. Sherman
8. Denial of Citizen Request for Encroachment Permit for Planters with Trellis at Bambinos Restaurant
9. Setting of public hearing for the appeal of a denial of tree removal at 314 N. 11th Street for July 17, 2007.

DISCUSSION: Councilman Reid mentioned that the city will fund \$52,000 for public transportation in the coming year as opposed to \$40,000 last year. But along with that increase the city is getting a new bus to help with Special Needs recreation programs.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN MCEVERS: The city is partnering with the Lake City Development Corporation and doing a parking study downtown. The consultants will be doing a

survey, mailings, and talking to people. The parking survey has been placed on the website. If you are interested in giving input, go to www.cdavid.org and fill out the survey.

COUNCILMAN KENNEDY: Councilman Kennedy welcomed County Commissioner Rick Currie to the meeting tonight.

COUNCILMAN GOODLANDER: Councilman Goodlander stated that she was asked a question from a constituent the other day regarding where the \$1.00 check off amount for the homeless goes. Mr. Tymesen, Finance Director, responded that the city participates with a group at Panhandle Area Council that oversees a trust fund and there are a number of homeless organizations that receive these dollars. The city writes a check every month and incurs no expenses in passing the money through to the trust fund.

COUNCILMAN REID: Councilman Reid stated that it is an exciting week for the City of Coeur d'Alene due to the Ironman event. She encouraged the citizens to take the time to go and watch the event. She also stressed that there is still room for more volunteers.

COMMITTEE APPOINTMENTS: Motion by Edinger, seconded by Hassell, to appoint Marc Shumaker to the Pedestrian & Bicycle Advisory Board.

RESOLUTION NO. 07-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH BBC RESEARCH & CONSULTING FOR THE COMPLETION OF A CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE.

STAFF REPORT: Renata McLeod, Project Coordinator, presented the staff report. She indicated that there are two decision points: (1) authorizing an agreement with BBC to complete a consolidated plan for the City of Coeur d'Alene for entitlement fund status; and (2) authorizing a letter of intent to accept Community Development Block Grant (CDBG) funds. Ms. McLeod stated that item #3 on the Council's list of goals during the strategic planning process was to implement affordable housing strategies. One of those strategies is to become an entitlement city to receive CDBG funds. The funds would be a direct allocation to the City of Coeur d'Alene from HUD, and the city can use the funds in a variety of ways.

Ms. McLeod stated that HUD needs a letter of intent by July of this year to receive the CDBG funds by January of 2008. They will also need a consolidated plan turned in 45 days before the funds are received. The consolidated plan will cover all of the HUD requirements and set forth a plan of action and goals for the next 5 years. It would also require the city to have an annual action plan. The consultants will also be looking at how the dollars are allocated and will prepare a priorities list of what is important in our community.

Ms. McLeod stated that the city is currently looking at getting an allocation of \$300,000, more or less. Twenty percent of those funds can be utilized for administration. The BBC agreement is approximately \$23,650.00, which includes travel and reproduction of the report. That cost could be reimbursed to the budget from the HUD funds.

Councilman Hassell asked if existing organizations would apply to the city for allocation of the HUD funds. Ms. McLeod responded that if the project serves the entire county, it would probably be more appropriate for the organization to apply for Idaho State CDBG funds through the county.

Councilman Hassell also asked if the money could be used as matching funds for other grants. Ms. McLeod responded that it would depend on the type of grant that the city is applying for.

Councilman Reid stated that this is a big step for the City of Coeur d'Alene. It means that the city would not be eligible for some other funds that they have received in the past. In addition, they would have to have a full time person on staff to manage the funds. It is not an easy thing to do. It is one of the first big steps to get affordable housing moving in the City of Coeur d'Alene.

Councilman Edinger wondered if the CDBG funds would have any effect on the St. Vincent de Paul project. Ms. McLeod responded that St. Vincent de Paul is seeking Section 811 funds through the government and are not seeking any CDBG funds.

Ms. McLeod stated that the consolidated plan is going to be the skeleton that frames the whole process. Once they have their priorities for the next five years, they will be able to get an idea of the time involved and costs involved. The first six months will probably be a learning period.

Councilman McEvers asked if acquiring these funds puts the city in the public housing business. Ms. McLeod stated that the money can be used the same way that the city used the Idaho CDBG funds, for things such as economic development, slum and blight mitigation, and programs for the low to moderate income range. In addition, the city can assist other organizations that already exist. It can also look at methods of buying land, and infrastructure improvements in lower income neighborhoods. It might also be able to use the funds to help lower to moderate income citizens fix their sidewalks.

Ms. McLeod stated that once the City of Coeur d'Alene population reaches 50,000, they will no longer be eligible for Idaho CDBG funds. This is an opportunity to get those funds from another source.

Councilman Kennedy commented that last Friday there was a workshop at the Association of Idaho Cities conference with the Idaho Housing & Finance Association, and the Urban Renewal district director. There has been a tremendous amount of work within the last six months since the original Affordable Housing Assessment report was

given. We need to make sure we find the right set of tools that will apply to the right projects at the right time.

Councilman Reid stated that there are examples all over this country of what is termed “affordable housing” that didn’t work. We want something that the community will be proud of, that our people will be proud to live in and that won’t become residential slums. Anything worth doing right is worth taking the time to do it.

MOTION: Motion by Goodlander, seconded by Kennedy, that the City Council adopt Resolution No. 07-047 approving an agreement with BBC Research & Consulting for the completion of a consolidated plan and analysis of impediments to fair housing choices and approve of a letter of intent to accept Community Development Block Grant Funds

DISCUSSION: Councilman McEvers wondered how far a government has to go to help people. Councilman Hassell commented that this gives the city a little more control over how the funds are used. Councilman Kennedy commented that philosophically it goes to what type of community we want to have and that doing nothing is not an option that he would want to take. He further commented that he would not want to live in Sun Valley or Ketchum where \$10.00 an hour workers have to drive for two hours to their jobs because they can’t afford to live in town.

Councilman Goodlander stated that the city runs “lean” and we need to have faith that we will continue to run lean in what we do. She indicated that she doesn’t think that there will be a huge level of bureaucracy with this.

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

“ART FOR CHILDREN” - Agenda item withdrawn

SOUND PERFORMANCE STANDARDS: Councilman Goodlander stated that this issue arose out of discussions with a citizen who is dealing with loud sounds in her neighborhood resulting from the location of an industrial area near her home. The issue was discussed at a General Services Committee meeting and Councilman Goodlander asked staff if they would research the matter and see what other cities are doing.

MOTION: Motion by Goodlander, seconded by Hassell, that staff be directed to review/research this issue as outlined by Councilman Goodlander and direct staff to present a report of their findings to the General Services Committee at the earliest date possible. Motion carried.

SEWER ALTERNATIVES FOR THE HAWK’S NEST AND LANDINGS

SUBDIVISIONS: Councilman Reid commented that when the Hawk’s Nest and Landings subdivisions were approved by the city, they were allowed to build a certain

amount of lots. The original intent was that the Huetter Road interceptor would eventually connect them to the sewer system. With the assistance of LCDC, the city has acquired right of way property that runs from Riverstone to the Hawk's Nest subdivision. There is an opportunity to put a force main sewer line along that right of way, giving the Hawk's Nest and the Landings next phases an opportunity to grow. In return for the force main and lift station, the developers will pave the right-of-way, and the trail will be returned for the use of the citizens. It is a win-win situation for the citizens of Coeur d'Alene. At such time as the Huetter interceptor does go through, it is just a matter of a line being run.

MOTION: Motion by Reid, seconded by McEvers, that Council approve the proposal to amend the Hawk's Nest and Landings annexation agreements to allow for the construction, operation and maintenance of a temporary lift station and force main under terms to be negotiated by staff for approval by Council.

DISCUSSION: Councilman Reid stated that the proposal won't cost the taxpayers anything. There may be a slight cost at the time that the developments connect to the Huetter interceptor. Councilman Kennedy stated that one of the benefits of the force main is that the pipe can be reused for other purposes when the developments are connected to the Huetter Interceptor. It is a creative solution.

Councilman Hassell asked if the developers would maintain the lift station. Mr. Gridley, City Attorney, stated that the city will maintain it but the developers will be paying for it. He further confirmed that the property is owned by the Centennial Trail Foundation, who is going to charge the market value for the easement. The money generated from that will be sufficient to pay for the trail.

Councilman Kennedy commented on the connectivity of that right of way in that a citizen will be able to get on his bike in any of the northern city neighborhoods and ride a paved trail to Riverstone. It is another way to get downtown.

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

RESOLUTION NO. 07-048

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF INTENT WITH FORD IRONMAN FOR THE COEUR D'ALENE TRIATHLON.

MOTION: Motion by Reid, seconded by Kennedy, to adopt Resolution 07-048 authorizing a Letter of Intent with Ford Ironman for the Coeur d'Alene Triathlon.

DISCUSSION: Councilman Hassell commented that the letter of intent is not the actual contract with Ironman. It is an intent to negotiate the contract. Negotiations will still need to be completed.

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

**ORDINANCE NO. 3301
COUNCIL BILL NO. 07-1024**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: AS A +/- .581 ACRE PARCEL AT 3313 NORTH 4TH STREET AND LEGALLY DESCRIBED AS THE EAST 200 FEET OF LOT 12, THOMAS ADDITION IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Hassell, seconded by McEvers, to pass the first reading of Council Bill No. 07-1024.

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt Council Bill No. 07-1024 by its having had one reading by title only.

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

**ORDINANCE NO. 3302
COUNCIL BILL NO. 07-1025**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: A +/- .321 ACRE PARCEL AT 1502 NORTH 3RD STREET AND IS LEGALLY DESCRIBED AS LOTS 7 AND 8, BLOCK 3, SIMM'S ADDITION IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 50

NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Reid, seconded by McEvers, to pass the first reading of Council Bill No. 07-1025.

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

MOTION: Motion by Reid, seconded by McEvers, to suspend the rules and to adopt Council Bill No. 07-1025 by its having had one reading by title only.

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

ORDINANCE NO. 3300
COUNCIL BILL NO. 07-1026

AN ORDINANCE DEANNEXING AND EXCLUDING PORTIONS OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN FROM THE CITY BOUNDARIES OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY AND DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE.

MOTION: Motion by Hassell, seconded by Edinger, to pass the first reading of Council Bill No. 07-1026.

DISCUSSION: Councilman Hassell explained that when the Mill River development was annexed into the City, the well site for the City of Huetter was also accidentally annexed. This ordinance would give the well site back to the City of Huetter.

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

MOTION: Motion by Edinger, seconded by Kennedy, to suspend the rules and to adopt Council Bill No. 07-1026 by its having had one reading by title only.

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

PUBLIC HEARING – ZC-5-07 – ZONE CHANGE AT 1003 E. BEST AVENUE:

Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by any Council member.

Mr. Stamos, Senior Planner, gave the applicant's name as Rob McCarthy, location as an approximately 9,278 square foot parcel on the Northeast corner of Best Avenue and Honeysuckle Drive, and the reason for the request as a zone change to the new Neighborhood Commercial (NC) zone. Mr. Stamos went on to give the staff analyses for land use, zoning, utilities, and traffic/streets. He reported that on May 8, 2007 the Planning Commission heard the request for a zone change and recommended approval of the request. He further noted that 74 notices were mailed on June 1st, with three responses being received: one in favor, one neutral, and one with no comment. Mr. Stamos explained that the intent of the NC zone is to allow the location of enterprises that serve the immediately surrounding area and at a scale that is compatible with neighboring residential buildings.

Councilman Edinger asked about the uses of the property. Mr. Stamos replied that the owner is running a temporary employment agency out of the house. The owner started this process two years ago without getting a zoning change. The code enforcement officer has been working with the owner to get the property rezoned or have it moved somewhere else.

PUBLIC COMMENTS: Rob McCarthy, 1003 E. Best Avenue, stated that he feels that this is a good location for the business. Councilman Edinger asked how many parking spaces will be needed. Mr. Stamos responded that for the use it would come out to three spots for the square footage of the building. He further stated that the next step will be to design the parking lot to comply with the parking ordinance, swale ordinance, and landscaping ordinance.

Councilman Kennedy stated that a neighbor had expressed concern about the large street trees on Best Avenue. Mr. McCarthy responded that he is not planning on taking the trees down, but wondered about the consequences if he did. Mr. Stamos stated that in the NC zone there is a requirement for a 10 foot wide buffer yard with trees anywhere that butts the residential zone. Mr. Stamos does not think that the city can force the homeowner to tear buildings down, and that the trees along Best Avenue are actually private trees on his property that are not under the control of the city.

Rick Currie, 2608 Honeysuckle, stated that the only concern he would have is that Best Avenue and Honeysuckle are very busy streets and that addressing the parking issue would be a concern. He has lived in his location for close to 35 years and thinks it is nice that homes can stay.

John Christofferson, 2109 Crestline Drive, stated that he owns the property directly behind the proposed zone change and it borders the garage and the building in the back. His wife owns homes located at 2602 and 2604 Honeysuckle. Mr. Christofferson is not

against the zone change but would like to have a fence put up between the properties, preferably a 5' high wood or vinyl fence to block the views from the cars.

Mr. Stamsos explained that the screening requirement for the NC zone is 15' evergreen trees at the time of planting, and no more than 25' apart. He stated that the Council could move to require a fence noting that there is an impact noted in the record. Councilman Kennedy asked if Mr. Christofferson's testimony was a part of the record so that the council could move to make the installation of a fence a condition. Mr. Stamsos noted that it was.

Councilman McEvers asked about the buffer standard. Mr. Stamsos noted that the applicant has the choice of a fence or a buffer. The standard was worked out in the development of the NC zone. The council can make a condition requiring something else.

MOTION: Motion by Edinger, seconded by Kennedy, to approve the requested zone change at 1003 E. Best Avenue and to adopt the Findings and Order of the Planning Commission, including the three conditions specified in the Findings and Order.

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

PUBLIC HEARING – ZC-7-07 – ZONE CHANGE AT 1625 5TH STREET: Mayor Bloem read the rules of order for this public hearing. No conflicts of interest were declared by Council members. John Stamsos, Senior Planner, gave the staff report. Mr. Stamsos gave the applicant's name as Michal Atteshis, location as an approximately 11,631 square foot parcel located at 1625 5th Street, and the reason for the request as a zone change to the new Neighborhood Commercial (NC) zone. Mr. Stamsos went on to give the staff analyses for land use, zoning, utilities, and traffic/streets. He reported that on May 8, 2007 the Planning Commission heard the request for a zone change and recommended approval of this request. He further noted that 45 notices were mailed out with one being returned with no written response.

PUBLIC COMMENTS: Michal Atteshis, 1025 5th Street stated that he wants to tear down the old garage and build a 900 square foot new building as a commissary kitchen for catering food. Councilman McEvers asked what part of the use fits in with the NC zone. Mr. Stamsos responded that it would fall under "retail" in the permitted uses. Mr. Atteshis stated that the business would be food take-out and that the house wouldn't be touched, just the garage. Mr. Stamsos stated that the next step would be obtaining a building permit and site plan also. The site plan would need to be approved for parking, landscaping, swales, etc.

Mr. Atteshis indicated that there would be some seats in the building while people are waiting for their takeout. Councilman Kennedy asked about signage. Mr. Atteshis stated that there will be a sign. Mr. Stamsos stated that in the design standards it says that signs

shall not be internally lighted but may be indirectly lighted.

Mr. Atteshis confirmed that he lives at the property and that he will be serving Hawaiian food.

Councilman Hassell commented that the residential homes to the south would be impacted and that there is no requirement for a fence. He indicated that he felt that a site obscuring fence to the south of the property should be a condition due to the disruption to the residential neighborhood.

MOTION: Motion by Goodlander, seconded by Reid, to approve the requested zone change at 1625 5th Street and to adopt the Findings and Order of the Planning Commission.

DISCUSSION: Councilman Kennedy suggested an amendment to the motion to condition the approval with the requirement of a fence on the south side of the property.

AMENDED MOTION: Motion by Goodlander, seconded by Reid, to approve the requested zone change at 1625 5th Street and to adopt the Findings and Order of the Planning Commission, with the added condition of a minimum 5' high, 50% site obscuring fence on the south side of the property.

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

EXECUTIVE SESSION: Motion by Reid, seconded by Hassell, to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION A: To consider hiring a public officer, employee, staff member or individual agent; and SUBSECTION F: To consider and advise its legal representatives in pending litigation or where there is a general public awareness of probable litigation.

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

The Council entered into Executive Session at 7:59 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of personnel and litigation.

No action was taken and the Council returned to regular session at 8:59 p.m.

ADJOURNMENT: Motion by Edinger, seconded by Hassell, that there being no further business, this meeting recess to June 28, 2007, at 12:00 noon in the Council Chambers with Mark Hinshaw, Consultant, and then recess to June 29, 2007, at 12:00 noon in the Council Chambers with Mark Hinshaw, Consultant, and then recess to July 2, 2007, at 1:00 p.m., in the Council Chambers.. Motion carried.

The meeting adjourned at 9:00 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

RESOLUTION NO. 07-049

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 THE DESTRUCTION OF RECORDS FROM THE MUNICIPAL SERVICES DEPARTMENT AND APPROVAL OF AGREEMENTS FOR RIGHTS-OF-WAY PURCHASE AND ACCEPTANCE OF RIGHTS-OF-WAY ON 15TH STREET BETWEEN HOFFMAN AND COURTNEY AVENUES FOR THE 15TH STREET WIDENING PROJECT.

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 2" and by reference made a part hereof as summarized as follows:

- 1) Approval of the Destruction of Records from the Municipal Services Department;
- 2) Approval of Agreements for rights-of-way purchase and acceptance of rights-of-way on 15th Street between Hoffman and Courtney Avenues for the 15th Street Widening Project;

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 2" 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 3rd day of July, 2007.

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 _____.

**Request for Destruction of
Semi-permanent or Temporary Records
For the Municipal Services Department**

Date of request: 06/26/2007

Type of Record: Semi-permanent

Dates of Records: 1986 to 2001


Description of Records: Home Occupation Applications that have not been in operation in the last five or more.

Type of Record: Temporary

Dates of Records: 1975 to 1981

Description of Records: Claims/ requests for reimbursements

**CITY COUNCIL
STAFF REPORT**

DATE: July 3, 2007
FROM: Christopher H. Bates, Project Manager 
SUBJECT: **Approval of Right-of-Way Purchase Agreements, and, Acceptance of R/W on 15th Street, between Hoffman and Courtney Avenues.**

DECISION POINT

City Council approval is required for the approval of all contracts and acceptance of rights-of-way on behalf of the City.

HISTORY

The 15th Street widening project has been ongoing since the expansion of the residential areas in the northeast quadrant of the City. The majority of the improvements have been installed along the east side of the roadway as the residential developments proceed w/ construction, however, the west side of the roadway has been a concern since it is fully developed and the residences are located within Kootenai County's jurisdiction and not that of the City.

The City contracted with Don Horne/Acquisition Services to make contact, appraise and acquire the necessary right-of-way from the four (4) lots between Hoffman and Courtney Avenues. The acquisition process was successful and the City now has sufficient r/w to widen 15th St. from Margaret Avenue to the Dalton Avenue intersection.

FINANCIAL ANALYSIS

Four acquisitions of 1000 sq.ft. (4000 s.f. total) @ \$5.70/sf, plus the incidental costs for landscaping, fence, driveway, and sprinkler relocations. Total cost for the purchase is \$34,875.00. The funds for the r/w purchase are allocated for in the Capital Projects Fund/Street Projects/15th St. Lunceford-Dalton account.

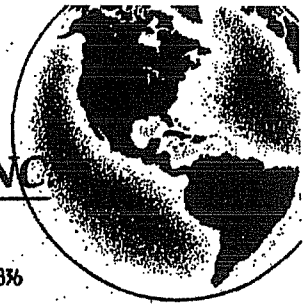
PERFORMANCE ANALYSIS

With the acquisition of this portion of the r/w, construction of the roadway portion from Margaret Avenue to Dalton is anticipated to commence at the end of the '07/'08 school year, and, be completed prior to the start of the '08/'09 school year. This time frame would allow for less disruption (ie: noise) during classroom time, congestion due to lower traffic volumes, and, be safer for school age children, than if school were in session during the construction period.

RECOMMENDATION

1. Approve the right-of-way acquisition contracts and direct staff to proceed with the purchase payments.
2. Accept the new rights-of-way on behalf of the City.

ACQUISITION SERVICES, INC.



P.O. BOX 876
COEUR D'ALENE, IDAHO 83816-0876
208/765-9276 FAX 208/666-9087

June 5, 2007

Project: 15th Street Improvement
Parcel No: 1

Mr. & Mrs. Bill Willoughby
5225 N. 15th Street
Coeur d'Alene, Idaho 83815

Re: Offer to Purchase Required Right of Way

Dear Mr. & Mrs. Willoughby:

The City of Coeur d'Alene is in the process of acquiring necessary rights-of-way for the proposed construction of the 15th Street widening and roadway improvement project adjacent to your property on 15th Street. Acquisition Services, Inc. of Coeur d'Alene has been retained to assist the City in the appraisal and acquisition of these needed lands and has been authorized by the City of Coeur d'Alene to present this offer to you. All questions regarding this offer may be directed to the undersigned by calling (208) 765-5276.

As may have been discussed in our initial public or personal meetings and your subsequent meetings with the engineers and/or appraisers we will need to secure a narrow strip of land from you in the way of a fee taking adjacent to the existing roadway. We have enclosed a map as prepared by the City showing the areas in question. Any fencing, signs, landscaping or approaches discussed during these meetings are either shown on the plans or noted in the Right of Way Contract.

The lands required from you have been appraised by Mr. Stan Moe of Columbia Valuations, a qualified, local licensed appraisal firm and are set forth in the Right of Way Contract. This appraised dollar amount will be net to you with all costs of closing, including recording, title reports etc., to be borne by the City. Processing and payment usually takes 15 to 30 days from date of receipt of the signed documents.

Project: 15th Street Improvement
Parcel No: 1

The Warranty Deed and the legal description contained therein identify the property to be acquired. The Right of Way Contract sets forth the just compensation being offered and may include any construction items not identified on the construction plans.


We would ask that you review the enclosed right of way documents and if acceptable sign the original copies where indicated and return them to us in the self-addressed stamped envelope provided for your convenience. You will note the Deed must be notarized. Copies of the documents as well as plan sheets and informational brochures are for your files.

If we do not hear from you within ten(10) days of this mailing we will contact you by phone to answer any questions you may have or to set up a personal meeting date with you.

Your cooperation and prompt attention to this matter is sincerely appreciated and will allow the City of Coeur d'Alene to schedule and construct this very needed roadway project.

Sincerely,

ACQUISITION SERVICES, INC.



Don L. Horne
Right-of-Way Consultant

drh

Enclosures

RIGHT OF WAY CONTRACT

Project: 15th Street Improvement
Parcel No: 1

THIS AGREEMENT, made this 7th day of June, 2007, between THE WILLIAM AND BONNIE WILLOUGHBY LIVING TRUST, dated October 10, 2001 herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WHEREAS, Grantors herewith deliver to the Grantee a Warranty Deed for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantors and the Lienholder(s), if any, such sums of monies as are set out below. Grantors agree to pay all taxes and assessments due and owing, including those for the year 2007.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. RIGHT-OF-WAY/LAND & IMPROVEMENTS: The Grantee will pay Grantors for right-of-way/and improvements as follows:

Right-of-Way:		
1,000 sq.ft. @ \$5.70		\$5,700.00
Site Improvements:		
600 sq.ft. lawn		300.00
Relocate 4 sprinkler heads		320.00
2 Hawthorne trees		1,000.00
5' chain link fence		100.00
Cost to Cure:		
Install asphalt turn around		2,500.00
		<hr/>
TOTAL CONSIDERATION:		<u>\$9,920.00</u>

Project: 15th Street Improvement
Parcel No: 1


4. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
 5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
 6. INGRESS and EGRESS: Grantors hereby grant the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantors remaining property during construction. Said Easement to terminate upon completion of construction.
 7. LEGAL AND PHYSICAL POSSESSION: Grantors shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
 8. Grantors represent that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantors have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
-
-

Project: 15th Street Improvement
Parcel No: 1

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


GRANTORS:

THE WILLIAM AND BONNIE WILLOUGHBY
LIVING TRUST, dated October 10, 2001

By: 
William Willoughby, Trustee

By: 
Bonnie Willoughby, Trustee

Recommended for Approval:

By: 
Right-of-Way Agent

Approved for City of Coeur d'Alene

On _____, 2007

By: _____

WARRANTY DEED

Project: 15th Street Improvement
Parcel No: 1

THIS INDENTURE, made this 7th day of June, 2007, between THE WILLIAM AND BONNIE WILLOUGHBY LIVING TRUST, dated October 10, 2001, herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WITNESSETH: That the Grantors, for and in consideration of One and no/100 dollar, paid to them, receipt whereof is acknowledged, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the land described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee and its successors and assigns forever. And the Grantors do hereby covenant to and with the Grantee, that they are the owners in fee simple of said premises; that it is free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESSETH WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTORS:

THE WILLIAM AND BONNIE WILLOUGHBY
LIVING TRUST, dated October 10, 2001

By: William Willoughby
William Willoughby, Trustee

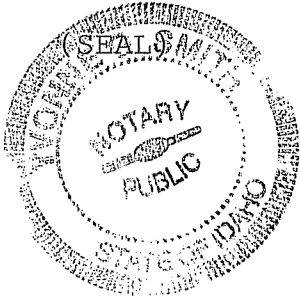
By: Bonnie Willoughby
Bonnie Willoughby, Trustee

Project: 15th Street Improvement
Parcel No: 1

STATE OF IDAHO)
County of Kootenai) ss.

On this 7th day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM WILLOUGHBY and BONNIE WILLOUGHBY, known to me to be the persons whose names are subscribed to the foregoing instrument as Trustees, and acknowledged to me that they executed the same as Trustees for THE WILLIAM AND BONNIE WILLOUGHBY LIVING TRUST dated October 10, 2001.

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

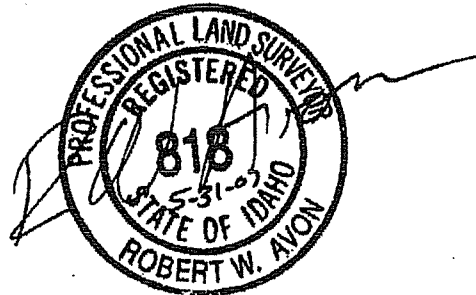


Thomas M Smith
Notary Public for Idaho
Residing at Hayden
My commission expires: 10-20-12

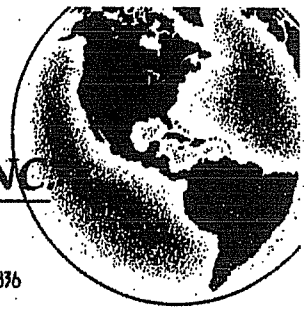
EXHIBIT A

A parcel of land located in the Northeast quarter of Southeast quarter of Section 36, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho described as follows:

The East 10.00 feet of that certain parcel of land described in Instrument # 1722870 in the office of the Recorder, Kootenai County, State of Idaho.



ACQUISITION SERVICES, INC.



P.O. BOX 876
COEUR D'ALENE, IDAHO 83816-0876
208/765-5276 FAX 208/666-9083

June 5, 2007

Project: 15th Street Improvement
Parcel No: 2

Mr. & Mrs. Bill Willoughby
5225 N. 15th Street
Coeur d'Alene, Idaho 83815

Re: Offer to Purchase Required Right of Way

Dear Mr. & Mrs. Willoughby:

The City of Coeur d'Alene is in the process of acquiring necessary rights-of-way for the proposed construction of the 15th Street widening and roadway improvement project adjacent to your property on 15th Street. Acquisition Services, Inc. of Coeur d'Alene has been retained to assist the City in the appraisal and acquisition of these needed lands and has been authorized by the City of Coeur d'Alene to present this offer to you. All questions regarding this offer may be directed to the undersigned by calling (208) 765-5276.

As may have been discussed in our initial public or personal meetings and your subsequent meetings with the engineers and/or appraisers we will need to secure a narrow strip of land from you in the way of a fee taking adjacent to the existing roadway. We have enclosed a map as prepared by the City showing the areas in question. Any fencing, signs, landscaping or approaches discussed during these meetings are either shown on the plans or noted in the Right of Way Contract.

The lands required from you have been appraised by Mr. Stan Moe of Columbia Valuations, a qualified, local licensed appraisal firm and are set forth in the Right of Way Contract. This appraised dollar amount will be net to you with all costs of closing, including recording, title reports etc., to be borne by the City. Processing and payment usually takes 15 to 30 days from date of receipt of the signed documents.

Project: 15th Street Improvement
Parcel No: 2

The Warranty Deed and the legal description contained therein identify the property to be acquired. The Right of Way Contract sets forth the just compensation being offered and may include any construction items not identified on the construction plans.

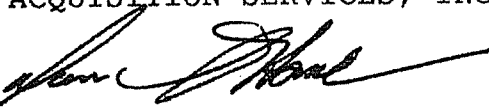
We would ask that you review the enclosed right of way documents and if acceptable sign the original copies where indicated and return them to us in the self-addressed stamped envelope provided for your convenience. You will note the Deed must be notarized. Copies of the documents as well as plan sheets and informational brochures are for your files.

If we do not hear from you within ten(10) days of this mailing we will contact you by phone to answer any questions you may have or to set up a personal meeting date with you.

Your cooperation and prompt attention to this matter is sincerely appreciated and will allow the City of Coeur d'Alene to schedule and construct this very needed roadway project.

Sincerely,

ACQUISITION SERVICES, INC.



Don L. Horne
Right-of-Way Consultant

drh

Enclosures

RIGHT OF WAY CONTRACT

Project: 15th Street Improvement
Parcel No: 2

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WHEREAS, Grantors herewith deliver to the Grantee a Warranty Deed for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantors and the Lienholder(s), if any, such sums of monies as are set out below. Grantors agree to pay all taxes and assessments due and owing, including those for the year 2007.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
4. RIGHT-OF-WAY/LAND & IMPROVEMENTS: The Grantee will pay Grantors for right-of-way/and improvements as follows:

Right-of-Way:	
1,000 sq.ft. @ \$5.70	\$5,700.00

Site Improvements:	
200 sq.ft. of gravel driveway	100.00
66 feet 4'chain link fence	650.00

TOTAL CONSIDERATION:	<u>\$6,450.00</u>
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Project: 15th Street Improvement
Parcel No: 2


5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
 6. INGRESS and EGRESS: Grantors hereby grant the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantors remaining property during construction. Said Easement to terminate upon completion of construction.
 7. LEGAL AND PHYSICAL POSSESSION: Grantors shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
 8. Grantors represent that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantors have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
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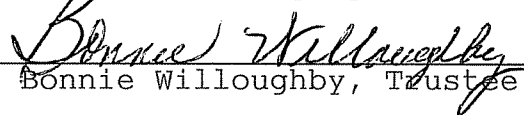
Project: 15th Street Improvement
Parcel No: 2

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


GRANTORS:

THE WILLIAM AND BONNIE WILLOUGHBY
LIVING TRUST, dated October 10, 2001

By: 
William Willoughby, Trustee

By: 
Bonnie Willoughby, Trustee

Recommended for Approval:

By: 
Right-of-Way Agent

Approved for City of Coeur d'Alene

On _____, 2007

By: _____

WARRANTY DEED

Project: 15th Street Improvement
Parcel No: 2

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WITNESSETH: That the Grantors, for and in consideration of One and no/100 dollar, paid to them, receipt whereof is acknowledged, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the land described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee and its successors and assigns forever. And the Grantors do hereby covenant to and with the Grantee, that they are the owners in fee simple of said premises; that it is free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESSETH WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTORS:

THE WILLIAM AND BONNIE WILLOUGHBY
LIVING TRUST, dated October 10, 2001

By: *William Willoughby*
William Willoughby, Trustee

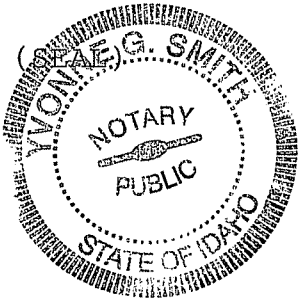
By: *Bonnie Willoughby*
Bonnie Willoughby, Trustee

Project: 15th Street Improvement
Parcel No: 2

STATE OF IDAHO)
County of Kootenai) ss.

On this 7th day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM WILLOUGHBY and BONNIE WILLOUGHBY, known to me to be the persons whose names are subscribed to the foregoing instrument as Trustees, and acknowledged to me that they executed the same as Trustees for THE WILLIAM AND BONNIE WILLOUGHBY LIVING TRUST, dated October 10, 2001.

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



Yvonne G. Smith
Notary Public for Idaho
Residing at Hayden
My commission expires: 10-20-12
10-20-12

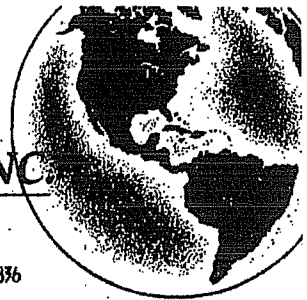
EXHIBIT A

A parcel of land located in the Northeast quarter of Southeast quarter of Section 36, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho described as follows:

The East 10.00 feet of that certain parcel of land described in Instrument # 1722871 in the office of the Recorder, Kootenai County , State of Idaho.



ACQUISITION SERVICES, INC.



P.O. BOX 876
COEUR D'ALENE, IDAHO 83816-0876
208/765-5276 FAX 208/666-9083

June 5, 2007

Project: 15th Street Improvement
Parcel No: 3

Mr. & Mrs. James W. Phillips
5231 N. 15th Street
Coeur d'Alene, Idaho 83815

Re: Offer to Purchase Required Right of Way

Dear Mr. & Mrs. Phillips:

The City of Coeur d'Alene is in the process of acquiring necessary rights-of-way for the proposed construction of the 15th Street widening and roadway improvement project adjacent to your property on 15th Street. Acquisition Services, Inc. of Coeur d'Alene has been retained to assist the City in the appraisal and acquisition of these needed lands and has been authorized by the City of Coeur d'Alene to present this offer to you. All questions regarding this offer may be directed to the undersigned by calling (208) 765-5276.

As may have been discussed in our initial public or personal meetings and your subsequent meetings with the engineers and/or appraisers we will need to secure a narrow strip of land from you in the way of a fee taking adjacent to the existing roadway. We have enclosed a map as prepared by the City showing the areas in question. Any fencing, signs, landscaping or approaches discussed during these meetings are either shown on the plans or noted in the Right of Way Contract.

The lands required from you have been appraised by Mr. Stan Moe of Columbia Valuations, a qualified, local licensed appraisal firm and are set forth in the Right of Way Contract. This appraised dollar amount will be net to you with all costs of closing, including recording, title reports etc., to be borne by the City. Processing and payment usually takes 15 to 30 days from date of receipt of the signed documents.

Project: 15th Street Improvement
Parcel No: 3

The Warranty Deed and the legal description contained therein identify the property to be acquired. The Right of Way Contract sets forth the just compensation being offered and may include any construction items not identified on the construction plans.

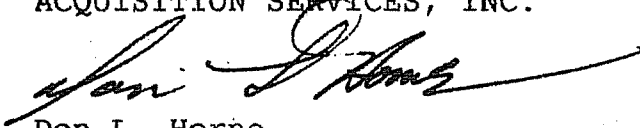
We would ask that you review the enclosed right of way documents and if acceptable sign the original copies where indicated and return them to us in the self-addressed stamped envelope provided for your convenience. You will note the Deed must be notarized. Copies of the documents as well as plan sheets and informational brochures are for your files.

If we do not hear from you within ten(10) days of this mailing we will contact you by phone to answer any questions you may have or to set up a personal meeting date with you.

Your cooperation and prompt attention to this matter is sincerely appreciated and will allow the City of Coeur d'Alene to schedule and construct this very needed roadway project.

Sincerely,

ACQUISITION SERVICES, INC.



Don L. Horne
Right-of-Way Consultant

drh

Enclosures

RIGHT OF WAY CONTRACT

Project: 15th Street Improvement
Parcel No: 3

THIS AGREEMENT, made this 13th day of June, 2007, between JAMES W. PHILLIPS and KRISTINA MARIE PHILLIPS, husband and wife, herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WHEREAS, Grantors herewith deliver to the Grantee a Warranty Deed for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantors and the Lienholder(s), if any, such sums of monies as are set out below. Grantors agree to pay all taxes and assessments due and owing, including those for the year 2007.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. RIGHT-OF-WAY/LAND IMPROVEMENTS: The Grantee will pay Grantors for right-of-way/and improvements as follows:

Right-of-Way:		
1,000 sq.ft.	\$5.70	\$5,700.00
Site Improvements:		
200 sq.ft. lawn		100.00
2 trees		1,000.00
Juniper hedge		220.00
Remove block wall around mailbox		100.00
Cost to Cure:		
Asphalt turnaround - 20'x 20'		2,500.00
		<hr/>
TOTAL CONSIDERATION:		<u>\$9,620.00</u>

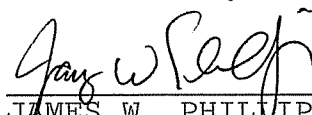
Project: 15th Street Improvement
Parcel No: 3


4. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
 5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
 6. INGRESS and EGRESS: Grantors hereby grant the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantors remaining property during construction. Said Easement to terminate upon completion of construction.
 7. LEGAL AND PHYSICAL POSSESSION: Grantors shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
 8. Grantors represent that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantors have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
-
-

Project: 15th Street Improvement
Parcel No: 3

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


GRANTORS:



JAMES W. PHILLIPS


KRISTINA MARIE PHILLIPS

Recommended for Approval:

By: 

Right-of-Way Agent

Approved for City of Coeur d'Alene

On _____, 2007

By: _____

WARRANTY DEED

Project: 15th Street Improvement
Parcel No: 3

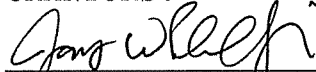
THIS INDENTURE, made this 13th day of June, 2007, between JAMES W. PHILLIPS and KRISTINA MARIE PHILLIPS, husband and wife, herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WITNESSETH: That the Grantors, for and in consideration of One and no/100 dollar, paid to them, receipt whereof is acknowledged, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the land described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee and its successors and assigns forever. And the Grantors do hereby covenant to and with the Grantee, that they are the owners in fee simple of said premises; that it is free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESSETH WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTORS:



JAMES W. PHILLIPS



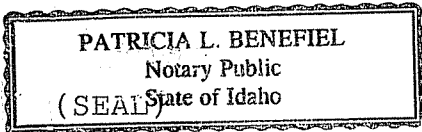
KRISTINA MARIE PHILLIPS

Project: 15th Street Improvement
Parcel No: 3

STATE OF IDAHO)
) ss.
County of _____)

On this 13th day of June, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES W. PHILLIPS and KRISTINA MARIE PHILLIPS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Patricia L. Benefiel
Notary Public for Kootenai County, Idaho
Residing at Hayden Lake
My commission expires: 12/19/2007

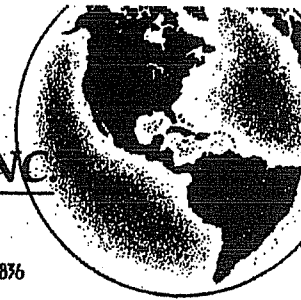
EXHIBIT A

A parcel of land located in the Northeast quarter of Southeast quarter of Section 36, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho described as follows:

The East 10.00 feet of that certain parcel of land described in Instrument # 2088257000 in the office of the Recorder, Kootenai County , State of Idaho.



ACQUISITION SERVICES, INC.



P.O. BOX 876
COEUR D'ALENE, IDAHO 83816-0876
208/765-5276 FAX 208/666-9083

June 5, 2007

Project: 15th Street Improvement
Parcel No: 4

Mr. & Mrs. Robert M. Heinrich
5325 N. 15th Street
Coeur d'Alene, Idaho 83815

Re: Offer to Purchase Required Right of Way

Dear Mr. & Mrs. Heinrich:

The City of Coeur d'Alene is in the process of acquiring necessary rights-of-way for the proposed construction of the 15th Street widening and roadway improvement project adjacent to your property on 15th Street. Acquisition Services, Inc. of Coeur d'Alene has been retained to assist the City in the appraisal and acquisition of these needed lands and has been authorized by the City of Coeur d'Alene to present this offer to you. All questions regarding this offer may be directed to the undersigned by calling (208) 765-5276.

As may have been discussed in our initial public or personal meetings and your subsequent meetings with the engineers and/or appraisers we will need to secure a narrow strip of land from you in the way of a fee taking adjacent to the existing roadway. We have enclosed a map as prepared by the City showing the areas in question. Any fencing, signs, landscaping or approaches discussed during these meetings are either shown on the plans or noted in the Right of Way Contract.

The lands required from you have been appraised by Mr. Stan Moe of Columbia Valuations, a qualified, local licensed appraisal firm and are set forth in the Right of Way Contract. This appraised dollar amount will be net to you with all costs of closing, including recording, title reports etc., to be borne by the City. Processing and payment usually takes 15 to 30 days from date of receipt of the signed documents.

Project: 15th Street Improvement
Parcel No: 4

The Warranty Deed and the legal description contained therein identify the property to be acquired. The Right of Way Contract sets forth the just compensation being offered and may include any construction items not identified on the construction plans.

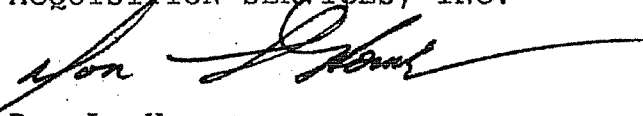
We would ask that you review the enclosed right of way documents and if acceptable sign the original copies where indicated and return them to us in the self-addressed stamped envelope provided for your convenience. You will note the Deed must be notarized. Copies of the documents as well as plan sheets and informational brochures are for your files.

If we do not hear from you within ten(10) days of this mailing we will contact you by phone to answer any questions you may have or to set up a personal meeting date with you.

Your cooperation and prompt attention to this matter is sincerely appreciated and will allow the City of Coeur d'Alene to schedule and construct this very needed roadway project.

Sincerely,

ACQUISITION SERVICES, INC.



Don L. Horne
Right-of-Way Consultant

drh

Enclosures

RIGHT OF WAY CONTRACT

Project: 15th Street Improvement
Parcel No: 4

THIS AGREEMENT, made this 13th day of June, 2007, between ROBERT M. HEINRICH and TERI L. HEINRICH, husband and wife, herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WHEREAS, Grantors herewith deliver to the Grantee a Warranty Deed for highway purposes.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Grantee shall pay Grantors and the Lienholder(s), if any, such sums of monies as are set out below. Grantors agree to pay all taxes and assessments due and owing, including those for the year 2007.
2. This contract shall not be binding unless and until executed by the City of Coeur d'Alene or their authorized representative.
3. RIGHT-OF-WAY/LAND & IMPROVEMENTS: The Grantee will pay Grantors for right-of-way/and improvements as follows:

Right-of-Way: \$5,700.00

Site Improvements:

750 sq.ft. lawn	375.00
1 Hawthorne tree	500.00
Relocate 2 sprinkler heads	160.00
350 sq.ft. of asphalt paving	2,150.00
	<hr/>

TOTAL CONSIDERATION: \$8,885.00

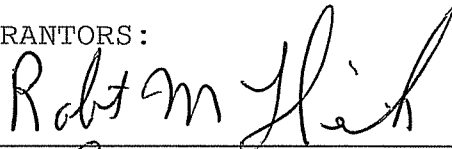
Project: 15th Street Improvement
Parcel No: 4

4. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said right-of-way and shall relieve the Grantee of all future claims or obligations on that account or on account of the location, grade and construction of the proposed highway.
 5. Grantee shall construct and/or retain and protect all approaches, land improvements, and irrigation facilities in accordance with the approved right-of-way plans.
 6. INGRESS and EGRESS: Grantors hereby grant the Grantee or its contractor a temporary construction easement for ingress and egress for construction of sidewalks, curbs and gutters, fences, drainage facilities and approaches, or any other item requiring minor encroachment on the Grantors remaining property during construction. Said Easement to terminate upon completion of construction.
 7. LEGAL AND PHYSICAL POSSESSION: Grantors shall give the Grantee legal and physical possession on date of payment; 90 days for possession is waived.
 8. Grantors represent that to the best of their knowledge no hazardous materials have been stored or spilled on the subject property during their ownership or during previous ownerships at least insofar as they observed or have been informed. In the alternative, if the Grantors have knowledge of storage or spill of hazardous materials on the subject property, that information is set out below. This sale is conditional upon full disclosure of any such information.
-
-
9. Grantee shall retain and protect large blue spruce tree. Should subject tree die within 2 years as a result of this roadway construction Grantee shall appraise value of tree and pay Grantors accordingly.


Project: 15th Street Improvement
Parcel No: 4

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

GRANTORS:

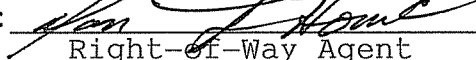


ROBERT M. HEINRICH



TERI L. HEINRICH

Recommended for Approval:

By: 

Right-of-Way Agent

Approved for City of Coeur d'Alene

On _____, 2007

By: _____

WARRANTY DEED

Project: 15th Street Improvement
Parcel No: 4

THIS INDENTURE, made this 13th day of June, 2007, between ROBERT M. HEINRICH and TERI L. HEINRICH, husband and wife, herein called Grantors, and the City of Coeur d'Alene, Kootenai County, a political subdivision of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, herein called Grantee.

WITNESSETH: That the Grantors, for and in consideration of One and no/100 dollar, paid to them, receipt whereof is acknowledged, have granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the land described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee and its successors and assigns forever. And the Grantors do hereby covenant to and with the Grantee, that they are the owners in fee simple of said premises; that it is free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESSETH WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

GRANTORS:

Robert M. Heinrich
ROBERT M. HEINRICH

Teri L. Heinrich
TERI L. HEINRICH

Project: 15th Street Improvement
Parcel No: 4

STATE OF IDAHO)
County of KOOTENAI) ss.

On this 13th day of JUNE, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT M. HEINRICH and TERI L. HEINRICH, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)



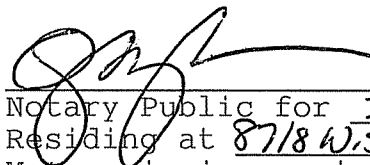
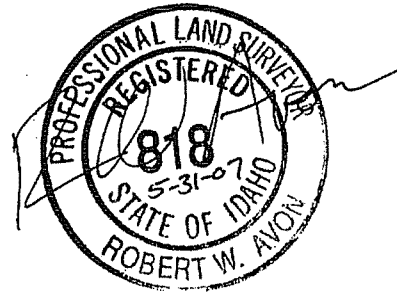

Notary Public for IDAHO
Residing at 8718 W. SAUSSER DR., COA, ID 83814
My commission expires: 10/31/2011

EXHIBIT A

A parcel of land located in the Northeast quarter of Southeast quarter of Section 36,
Township 51 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho
described as follows:

The East 10.00 feet of that certain parcel of land described in Instrument # 2061184000
in the office of the Recorder, Kootenai County , State of Idaho.





**Information
&
Specifications**

For:

**Three (3) Four Wheel Drive Utility Command Vehicles
Fully Equipped for Emergency Response**

**CITY OF COEUR D'ALENE
FIRE DEPARTMENT
320 Foster Ave.
Coeur d'Alene, Idaho
83814**

Coeur d'Alene Fire Department

Mayor:
Sandi Bloom

City Administrator:
Wendy Gabriel

City Council:
Dixie Reed
Ron Edinger
Deanna Goodlander
Woody McEvers
Mike Kennedy
Al Hassell

Fire Chief:
Ken Gabriel

Project Manager:
Bob Shovald / Lt.

Coeur d'Alene Fire Department

Cost Proposal Form

THREE (3) FOUR WHEEL DRIVE UTILITY COMMAND VEHICLES FULLY EQUIPPED FOR EMERGENCY RESPONSE.

Business Name: _____

Address: _____

The undersigned proposes to deliver to the City of Coeur d'Alene, Kootenai County, Idaho, subject to acceptance of this proposal and the execution of appropriate purchase agreement, THREE (3) FOUR WHEEL DRIVE UTILITY COMMAND VEHICLES FULLY EQUIPPED FOR EMERGENCY RESPONSE. (specifications attached).

- Delivery will be _____ calendar days from contract award.
(or)
- Delivery will be _____ calendar days from delivery of chassis from manufacturer.

Chassis price each as proposed: \$ _____

Price each unit upgraded as proposed: \$ _____

Total cost of complete each unit
FOB Coeur d'Alene, ID: \$ _____

Total cost for (3) units complete: \$ _____

OPTIONS

Credit for pre-payment of chassis \$ _____

Credit for delivery by fire department
Personal. \$ _____

Dated this _____ day of _____, 2007

By: _____

Title: _____

Coeur d'Alene Fire Department

INTRODUCTION AND DEFINITIONS

Introduction

The City of Coeur d'Alene Fire Department is herewith requesting bid proposals from interested and qualified firms for the purchase for: THREE (3) FOUR WHEEL DRIVE UTILITY COMMAND VEHICLES FULLY EQUIPPED FOR EMERGENCY RESPONSE.

Definitions

In these specifications, the terms have the following meanings:

CITY or PURCHASER: City of Coeur d'Alene Fire Department, State of Idaho

BIDDER or CONTRACTOR: Firm awarded the bid to purchase THREE (3) FOUR WHEEL DRIVE UTILITY COMMAND VEHICLES FULLY EQUIPPED FOR EMERGENCY RESPONSE.

APPARATUS/VEHICLE(S): THREE (3) FOUR WHEEL DRIVE UTILITY COMMAND VEHICLES FULLY EQUIPPED FOR EMERGENCY RESPONSE.

DEPARTMENT: The City of Coeur d'Alene Fire Department.

SHALL: Indicates a mandatory requirement.

NO EXCEPTION: Indicates a mandatory requirement in which no Exceptions will be accepted and or considered.

Yes _____ No _____ Exception _____

INTENT

It is the intent of this specification to describe the essential minimum requirements for construction and performance of the apparatus(s) and associated equipment. Items not described in this specification for construction or performance or in NFPA Standard 1901 (current edition) may be accepted as the standard of the bidder, who shall be solely responsible for the design, construction, and performance of apparatus(s) and equipment. Apparatus and equipment shall comply with all federal, state of Idaho, Idaho DOT regulations and NFPA Standard 1901 (current edition), standards, and laws relating to commercial vehicles as well as emergency vehicles. Substitutions and/or exceptions to the bid requirements shall be fully described and explained on a separate page and submitted with the bidders bid packet. Failure to do so shall be grounds for disqualification of the entire bid packet. It is the intention of the City of Coeur d'Alene Fire Department to make the bidding process as fair as possible to all bidders, while at the same time providing the City of Coeur d'Alene with a quality piece of apparatus that will meet all the requirements of this specification.

Each bidder shall furnish satisfactory evidence of their ability to design, and engineer the apparatus and the installation of the required emergency vehicle equipment per the standards specified and shall state the name(s) and location(s) of any subcontractors performing any of the required work on the apparatus(s). They shall also substantiate that they are in a position to render prompt and proper service and to furnish replacement parts for the apparatus.

Coeur d'Alene Fire Department

Each bid must be accompanied by a set of detailed contractor's specifications consisting of a detailed description of the apparatus(s) and the equipment proposed. All bid proposal specifications must be in the same sequence as the advertised specifications for ease of comparison. These specifications shall include size, location, type, and model of all components parts being furnished. Any bidder who fails to submit detailed construction specifications will be considered non-responsive and shall render their proposal ineligible for award. **NO EXCEPTIONS.**

Yes _____ No _____ Exception _____

BID REQUIREMENTS

All bids shall contain one (1) of the following forms of bidder's security in the amount equal to ten percent (10%) of the total purchase price bid: (a) cash; (b) cashier's check made payable to the City of Coeur d'Alene; (c) certified check made payable to the City of Coeur d'Alene; (d) bidders bond executed by a qualified surety company authorized to do business in the State of Idaho, made payable to the City of Coeur d'Alene.

No bid may be withdrawn or changed after the time set in the notice for opening of said bids. All prices quoted under this invitation shall remain firm for ninety (90) days from the bid opening date. Bidder shall compute pricing less federal and state taxes. Pricing shall also include delivery transportation and training costs.

All requirements in effect at the time of the bid of applicable local, state and federal safety standards must be complied with.

All bids shall be delivered to the City Clerk under seal with a concise statement marked on the outside cover which identifies it as bid proposal for **THREE (3) FOUR WHEEL DRIVE UTILITY COMMAND VEHICLES FULLY EQUIPPED FOR EMERGENCY RESPONSE** and the vendor's name and address, and the due date for the bid proposal.

All bids are addressed to: SUSAN WEATHERS, CITY CLERK
CITY OF COEUR D'ALENE
710 MULLAN AVENUE
COEUR D' ALENE, IDAHO 83814

Yes _____ No _____ Exception _____

Length and Content of Contract Agreement

If this proposal is approved and accepted, Bidder will enter into a written agreement in a form acceptable to the City of Coeur d'Alene Fire Department and the State of Idaho Bureau of Home Land Security. Bidder must comply with all relevant Federal, State, and Local laws and regulations. Bidder must agree not to assign this agreement without the written consent of the City of Coeur d'Alene Fire Department.

Yes _____ No _____ Exception _____

Basis for Awarding Bid

Low bid will be based on the price "AT DELIVERY \$_____". It is expressly understood that the price "AT DELIVERY \$_____" shall be FOB Destination at City of Coeur d'Alene Fire Station #3 located at 1500 N. 15th Street, Coeur d'Alene, Idaho 83814. The City of Coeur d'Alene Fire Department reserves the right to reject any and all bids, to waive any informality in

Coeur d'Alene Fire Department

a bid, and to make awards to lowest responsive, responsible bidder as it may best service the interest of the City of Coeur D'Alene Fire Department.

Yes _____ No _____ Exception _____

Options Page

All items listed in the specifications are to be considered mandatory except work and equipment listed in the *Options* section of this document. Any company bidding on this contract must agree to price and perform all work and furnish all equipment listed in both the mandatory and optional sections of the specification. It is understood that the purchaser may select or delete items as options as necessary when accepting the bid.

Yes _____ No _____ Exception _____

Exceptions Page

The following apparatus specifications are considered minimum design and construction standards against which the apparatus(s) will be inspected. It is the intent to receive proposals on equipment/apparatus meeting the attached detailed specifications in their entirety. Any proposals being submitted without "Full Compliance" with these specifications shall so state on a separate exception/substitution page along with documentation, detailed information and the exact nature of the exception or substitution.

Exceptions and substitutions may be considered if they are equal to or superior to that specified and provided they are listed and fully explained on a separate sheet. Equal value to be determined by the purchaser only. **NO EXCEPTIONS.**

When the apparatus specifications describes a product listing the characteristics required with the use of a brand or product name, provide that product or an alternative product that provides those characteristics and otherwise complies with the requirements. The sole purpose for the use of a brand or product name is to provide the minimum design and construction standards for that particular apparatus specification and is not intended to limit bids to only the brand or product specified. However, when an alternative brand or product is offered, only the purchaser will determine whether it is an approved equivalent and whether it provides the characteristics and otherwise complies with the requirements. **NO EXCEPTIONS.**

Bidders shall indicate in the "yes/no/exception" line if the bid complies *on each item* (paragraph) specified.

Failure to follow this format, provided for the convenience of the purchaser, will render the vendor's proposal non-responsive and ineligible for award of contract.

The purchaser may add the statement "**NO EXCEPTIONS**" to a component or design feature in these specifications. In the interest of fleet conformity or specific performance requirements, the purchaser will not permit exceptions taken to these items.

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Right to Refuse and Accept

The purchaser reserves the right to reject any or all bid proposals and purchase the apparatus/equipment it deems most suitable to its needs. The purchaser does not, in any way, obligate itself to the lowest or any bid. Any bidder taking total exception to the complete specification or major element will result in immediate rejection of the proposal.

Yes _____ No _____ Exception _____

Awarding of Bid

Successful bidder will be notified by telephone and followed up with certified letter within seven (7) working days from the opening of bids.

Yes _____ No _____ Exception _____

Responsibility

It shall be the responsibility of the bidder to assure that their proposal arrives at the location and time indicated. Late proposals, telegrams, facsimile or telephone bids will not be considered.

NO EXCEPTION.

The bidder, if its bid is accepted, shall defend any and all suits and assume all liability for the use of any patented process, device or article forming a part of the apparatus furnished under this contract.

Where the following detailed specifications required specific dimension or capacities of components, they have been carefully selected and specified for the service intended. All questions about the meaning and intent of the bid specifications package are to be submitted to the department in writing. Interpretations or clarifications considered necessary by the department in response to such question will be issued by Addenda and e-mailed, mailed or delivered to all parties recorded by the City as having received the bid specification package. Questions received less than ten (10) days prior to the date for opening the bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications shall have no legal effect.

The apparatus shall remain the property and liability of the contractor until successfully completing all acceptance testing. Permission to keep or store the apparatus in any building or area owned or occupied by the purchaser during acceptance testing, with permission of the bidder, shall not constitute acceptance. Insurance covering loss, theft or liability shall remain the responsibility of the bidder until formal acceptance is completed.

Yes _____ No _____ Exception _____

Built in USA

Where both the bids and quality of property offered are the same, preference shall be given to property of local (Idaho) and domestic production and manufacture.

Yes _____ No _____ Exception _____

Product Liability Insurance

The bidder shall supply product liability insurance of not less than two million dollars (\$2,000,000.00). Documentation of the amount of product liability carried by the manufacturer and the name of the insurance carrier shall be provided by the bidder at the time of bid submission. The successful bidder shall defend any and all suits and assume liability for the use of a patented device or an article forming a part of the apparatus furnished under the contract.

Coeur d'Alene Fire Department

Failure to supply a copy of the certificate of insurance with the bid will be cause for immediate rejection of the bid. **NO EXCEPTIONS.**

Yes _____ No _____ Exception _____

Performance Tests / Acceptance Tests and Requirements

Apparatus(s) shall pass road test as per NFPA 1901, (latest edition). Demonstration required. In addition, the completed apparatus shall be required to negotiate, i.e., climb, descend, stop, and hold, and maneuver on all grades and topography in the City of Coeur d'Alene. It shall successfully display this ability over a driving course that represents all grades and street configurations in the City.

All tests shall be done at in-service weight, evenly distributed and supplied by the contractor.

Testing requirements shall be met without exceeding any component manufacturer's requirements for maximum/optimum performance.

The completed apparatus shall be inspected for compliance with all applicable Federal, State of Idaho and local laws in addition to the requirements of these specifications.

Yes _____ No _____ Exception _____

Failure to Meet Test

In the event the apparatus(s) fails to meet test requirements of these specifications on the first trial, second trials may be made at the option of the bidder within thirty (30) days of the date of the first trial. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection of the apparatus as a whole. Failure to comply with changes to conform to any clause of the specifications, within thirty (30) days after notice is given to the bidder of such changes shall also be cause for rejection of the apparatus as a whole.

Permission to keep and/or store the apparatus(s) in any building owned or occupied by the purchaser or its use by the purchaser during the above specified period with permission of the bidder shall not constitute acceptance.

Yes _____ No _____ Exception _____

Data Required of Contractor

1. Apparatus manufacturer, model, and serial number.
2. Chassis make, model, and serial number.
3. Alternator output in amps.
4. Paint manufacturer and paint code.
5. Written load analysis and results of the electrical system performance test as required in NFPA 1901, latest edition.
6. Copy of all warranties, apparatus and components installed on apparatus.
7. An itemized report of the expected amp draw of the vehicle's emergency operation circuit (vehicle operation with headlights ON, All emergency visual and audible systems and mobile radio operating).

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Warranty

Bidder shall fully warranty all non OEM components and installation of said components for a period of no less than (1) one year. Warranty to include parts, labor and any shipping costs.

The apparatus(s) shall be warranted to be free from defects in materials and/or workmanship under normal use and service. The manufacturer shall supply, as a part of their bid package, a copy of the warranty or warranties that they propose to provide, and in no case shall it be less than one (1) year on the entire apparatus.

All other warranties, as outlined in these specifications shall be provided in writing as a part of the bid package.

Failure to provide the warranties as outlined throughout these specifications shall be cause for rejection of the bid package.

Yes _____ No _____ Exception _____

Factory Authorized Service Facility

The bidder must maintain, contract with, or otherwise secure within fifty (50) miles of the City of Coeur d'Alene a heated indoor facility with a certified (ASE and EVT) trained technician(s) to perform repairs in an agency normally engaged in the maintenance and repairs of fire apparatus, including power train, chassis, fire pumps and controls. For warranty service involving the shop, the apparatus will be delivered to and picked up from the contractor's facility by fire department personnel. The contractor agrees to keep the apparatus in an indoor heated area at all times. Proper insurance coverage shall be provided by the contractor for the units in possession. Documentation of repair facility criteria and technician certification shall be provided by the bidder and included in the bid package. Final approval of the proposed repair facility shall be by purchaser only. **NO EXCEPTIONS.**

Yes _____ No _____ Exception _____

Minor in House Warranty Issues

Bidder shall establish a system by where minor repairs can be performed by an in house Fire Department mechanics. Approval and billing per authorization of manufacturer.

Yes _____ No _____ Exception _____

Pre-construction Meeting

A pre-construction meeting shall be held for the purpose of designing the apparatus(s) as needed. Any change orders after this meeting shall be pre-approved and in writing. The location and date of the pre-construction meeting to be determined.

Yes _____ No _____ Exception _____

Final Inspection

A final inspection of the apparatus(s) shall be made available at the vendor's location. Each apparatus shall meet all requirements set forth in Performance and acceptance section of this document.

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Venue and Choice of Law

Should any legal claim or dispute arise between the parties, the proper place of venue shall be in the First Judicial District, Kootenai County, State of Idaho and laws of the State of Idaho shall apply.

Yes _____ No _____ Exception _____

CHASSIS FEATURES

General

The chassis shall be a four door, four wheel drive utility vehicle utilizing a full perimeter frame.

Yes _____ No _____ Exception _____

Dimensions

Wheelbase – 116” preferred

Overall length – 202” preferred

Curb to curb turning diameter – 39’ preferred

Cargo area – 109 cu ft. minimum

Inside width between wheel house – 49” minimum

Yes _____ No _____ Exception _____

Engine

Engine shall be a gasoline fueled 320 hp V-8. Engine shall be original equipment manufacturer (OEM) capable of operating on unleaded gasoline or E85 ethanol fuel mixtures.

Yes _____ No _____ Exception _____

Transmission / Transfer case

Transmission shall be a (4) four speed automatic with overdrive with a towing mode.

Transfer case shall be a fully electronic automatic traction control unit with push button control.

Yes _____ No _____ Exception _____

Differential

Differential ratio shall be 3:73.

Yes _____ No _____ Exception _____

Wheels

Vehicle(s) shall be supplied with 17”x 7.5” aluminum wheels with full size spare tire.

Yes _____ No _____ Exception _____

Tires

Vehicle(s) shall be supplied with P265-70R17 On-Off Road tires.

Vehicle(s) shall be supplied with a remote low tire pressure monitoring system.

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Fuel Tank

The fuel tank shall have a minimum capacity of 26 US gallons.

Yes _____ No _____ Exception _____

Chassis Electrical

Alternator shall be a minimum of 160 ampere incorporating an OEM idle boost feature based on battery voltage level.

Vehicle(s) shall be supplied with a dual battery system with a minimum of 730 cold cranking amps (CCA) each. System shall incorporate battery run down protection to prevent battery drain for the chassis battery. One battery shall be dedicated and isolated for use with the mobile data terminal (MDT).

Radio Suppression – The vehicle shall include additional grounding straps to isolate the body to frame and engine to frame to reduce radio interference.

Yes _____ No _____ Exception _____

Trailer Towing

Vehicle(s) shall have a trailer towing capacity of 8200 lbs. minimum.

Vehicle(s) shall be supplied with a HD trailering hitch platform with a 2” receiver, 7-wire harness with independent fused trailering circuits and electric brake controller jumper harness.

Yes _____ No _____ Exception _____

Safety

The vehicle(s) shall be supplied with an electronic vehicle stability control system.

The vehicle(s) shall be supplied with (4) Four wheel anti-lock disc brakes front and rear.

The vehicles(s) shall be equipped with driver and passenger side air bags.

Vehicle shall be equipped with “Fasten Seat Belt” decal in driver area.

Vehicle shall be equipped with daytime running lights.

Yes _____ No _____ Exception _____

Warranty

The vehicle(s) shall be provided with a minimum 3 year / 36,000 mile bumper-to-bumper. 5 years / 100,000 mile power train warranty.

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

EXTERIOR FEATURES

Color Exterior

Custom red to match the existing fleet color.
Victory Red (General Motors color code)
Long Number = WA9260
Short Number = 74

Yes _____ No _____ Exception _____

Decals and stripping

Each vehicle shall be provided with the following decals and reflective stripping.

The body side shall have a white reflective horizontal strip. The pattern shall match similar vehicles currently in the fleet.

Each vehicle shall be supplied with a white reflective vehicle number, one on each front fender and one located on the rear of the vehicle(s). Each vehicle shall have a reflective "Fire Department" decal on each front fender and one on the back of the vehicle(s). Each vehicle shall be supplied with a non-reflective "City of Excellence" on the rear quarter.

The purchaser shall supply (2)two large department logos for each door and (1) one small decal for the rear of the vehicle(s).

Rear window defog

Vehicle(s) shall be supplied with an electric rear window defogger
Yes _____ No _____ Exception _____

Keyless entry

Vehicle(s) shall be supplied with a keyless entry system. A minimum of (2) two key fobs shall be supplied with each vehicle.

Yes _____ No _____ Exception _____

Mirrors

Vehicle(s) shall be supplied with outside heated power-adjustable, manual-folding exterior mirrors.

Yes _____ No _____ Exception _____

Recovery Hooks

Vehicle(s) shall be supplied with (2) front mounted recovery hooks

Yes _____ No _____ Exception _____

Rear Lift Gate

Vehicle(s) shall be supplied with a combination liftgate/liftglass with washer and wiper.

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Spotlight

Vehicle(s) shall be supplied with an OEM supplied spotlight mounted on the left hand "A" post. Spotlight shall be a 6" Unity brand with a replaceable H3 halogen bulb.

Yes _____ No _____ Exception_____

INTERIOR FEATURES

Color Interior

Medium to dark gray

Yes _____ No _____ Exception_____

Seating

Front – Custom cloth front buckets

Rear – 60/40 split bench

Yes _____ No _____ Exception_____

Center Console

Delete this OEM option where applicable. A custom center console shall be fabricated by bidder. This console shall incorporate the mobile radio, siren and emergency light controls. In addition the console shall be large enough for storage of maps and small equipment. Design of the console to be determined at pre-construction meeting.

Yes _____ No _____ Exception_____

Overhead Console

Vehicle(s) shall be equipped with an overhead console with map lights.

Yes _____ No _____ Exception_____

MDT Mounting

Vehicle(s) shall be supplied and wired for a mobile data terminal (MDT). Mount shall fit the Panasonic "Tough Book". Jotto Desk model 425-5316 or approved equivalent.

Yes _____ No _____ Exception_____

Air Conditioning

Vehicle(s) shall be supplied with a dual zone manual climate control system.

Yes _____ No _____ Exception_____

Floor Covering

The floor covering shall be black vinyl matting.

Yes _____ No _____ Exception_____

Coeur d'Alene Fire Department

Glass

Glass shall be a tinted.

Yes _____ No _____ Exception _____

Radio

The vehicle(s) shall be equipped with an AM/FM CD radio with Digital clock.

Yes _____ No _____ Exception _____

Steering Wheel

Vehicle(s) shall be equipped with adjustable tilt steering wheel.

Yes _____ No _____ Exception _____

Power Options

Vehicle(s) shall be supplied with power door locks.

Vehicle(s) shall be supplied with power windows.

Yes _____ No _____ Exception _____

Cargo Screen

Vehicle(s) shall be provided with a cargo screen mounted behind the rear seats and forward of the cargo area. The cargo screen shall prevent heavy equipment from flying forward and injuring occupants.

Yes _____ No _____ Exception _____

OEM SUPPLIED AUXILIARY ELECTRICAL FEATURES

12 Volt Front Auxiliary Power Provision

Vehicle(s) shall be supplied with a 12 volt power supply for the installation of emergency vehicle equipment. The following circuits shall be provided blunt cut and coiled in the front center of the interior compartment:

- (1) 20 gauge / 10 amp fused circuit. – Hot in Accessory, Run and RAP (retained accessory power).
- (1) 20 gauge / 10 amp fused circuit. – Hot in Start and Run.
- (1) 20 gauge transmission park signal from the BCM (body control computer).
- (1) 20 gauge Vehicle speed signal lead.
- (2) 12 gauge battery powered leads / 30 amp breakers
- (1) 10 gauge battery powered lead / 50 amp breaker
- (1) 8 gauge ground lead

Yes _____ No _____ Exception _____

12 Volt Rear Auxiliary Power Provision

Vehicle(s) shall be provided with a 100 amp auxiliary 12 volt power supply provision in the rear cargo area for installation and operation of emergency equipment in the rear of the vehicle.

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Equipment Grounding Studs

Two (2) OEM grounding studs/leads capable of servicing a 8 gauge wire circuit. shall be provided in the rear storage area.

Yes _____ No _____ Exception_____

Wiring – Grille lamps, Speaker

Vehicle(s) shall be supplied with an OEM wiring provision for the installation of front alternating flashing lights. Wiring and an alternating signal flasher shall be provided for the installation of lamps. In addition (2) two 16 gauge speaker wires shall be routed to an area behind the grill for the installation of a siren speaker.

Yes _____ No _____ Exception_____

Wiring – Horn/Siren Circuit

Vehicle(s) shall be supplied with an OEM wiring circuit to allow connection of the siren circuit to the horn circuit permitting operation of the horn or siren with the horn button. Wires shall be 60” and coiled under center of the dash.

Yes _____ No _____ Exception_____

Exterior Lamp Emergency Flashing System, Headlamps, Tail Lamps and Back-up Lights

Vehicle(s) shall be supplied with the following OEM emergency lighting circuit.

High Beam headlamp flashing module shall control module shall be installed with the control wire coiled and placed under the center of the instrument panel for final connection by vendor. When activated the high-beam headlamps will flash at a rate of 2.4 flashes per second.

When the headlamp flashing mode is turned on, the module will send a signal to the Body Control Module (BCM). The BCM will then flashes the stop lights and back-up lights. Depressing the brake will override the stop lamp flashing and placing the transmission in reverse will override the back-up lamp flashing.

The Center High-Mounted Stoplamp (CHMSL) will not flash and will operate only when the service brakes are applied.

Yes _____ No _____ Exception_____

EMERGENCY AUDIBLE / VISUAL WARNING DEVICES

Visual Warning Devices

All emergency visual warning systems/devices shall meet the requirements of NFPA 1901 (latest edition) and will be certified accordingly.

Yes _____ No _____ Exception_____

Back Up Alarm

An electronic back up alarm shall be provided at the rear of the apparatus. The back up alarm shall be wired to the reverse circuit in the transmission and shall provide an audible alarm to the rear of the apparatus when in reverse. The back up alarm shall have a minimum volume of 97

Coeur d'Alene Fire Department

dba. A back alarm cut-out switch shall be supplied. The cut-out switch shall reset with each ignition cycle.

Yes _____ No _____ Exception _____

Electronic Siren

One (1) Code 3 V-Con 3692L4 electronic siren shall be provided and mounted to the center console. The siren will be full feature with manual, wail, yelp and Hi-Lo sound modes, as well as an electronic air horn, public address and radio rebroadcast. A 3-level progressive switch and four push-on/push-off auxiliary switches shall be provided on the control head to switch desired lights and accessories as required. Siren will have a hard wired noise canceling microphone for use with the P.A. system. Siren shall be wired to the specified speaker(s).

The siren shall be wired as so siren tones can be changed from wail to yelp by activating the chassis horn ring.

Progressive warning switching configuration as follows:

Slide position #1 = All perimeter warning lights less light bar and headlight flashers.

Slide position #2 = All perimeter warning lights less headlight flashers.

Slide position #3 = All warning lights.

(Headlight flashers to activate in slide position #3 and transmission selector in drive, flashers to cancel when vehicle is in park).

Yes _____ No _____ Exception _____

Speaker

One (1) Federal, MS100-1 100 watt chrome plated speaker shall be provided and mounted behind the grill. Speaker shall be wired to the siren system.

Yes _____ No _____ Exception _____

NFPA Approved Upper Level Lighting Package

A Code 3, NFPA 1901 certifiable upper level LED lighting package shall be provided which consists of the following equipment:

Lens/Filter color

Emergency lighting lens and or filter color shall be red and clear unless otherwise indicated.

Yes _____ No _____ Exception _____

Front Upper Zone A Light Bar

One (1) Code 3, Model 2147NFPA1 LED light bar shall be provided and mounted on the cab roof facing forward. The light bar shall consist of a 47" wide anodized extruded aluminum frame.

Yes _____ No _____ Exception _____

NFPA Approved Lower Level Lighting Package

A Code 3, NFPA 1901 certifiable LED lower level lighting package shall be provided which consists of the following equipment:

Coeur d'Alene Fire Department

Front Lower Zone A Warning Lights

Two (2) Code 3 Model 64R LED red warning lights shall be provided and mounted of the grill.

Yes _____ No _____ Exception _____

Side Warning / Intersection Warning Lights

Two (2) LED warning lights shall be mounted on each side of the vehicle(s).

Yes _____ No _____ Exception _____

Rear Lower Zone C Warning Lights

The OEM optional flasher system shall serve as zone C.

Yes _____ No _____ Exception _____

Warning Lights / Headlight Flasher / Zone A

The OEM optional headlight flasher system shall be supplied

Yes _____ No _____ Exception _____

COMMUNICATION EQUIPMENT

Mobile Radio

The mobile radio shall be supplied by the purchaser. The radio(s) shall be a Vertex 4200 pre-programmed and ready for installation. The antennae(s) shall be supplied by purchaser. The vendor shall install radio(s) and antennae(s).

Yes _____ No _____ Exception _____

Coeur d'Alene Fire Department

Specification Certification

I have read, and fully understand, City of Coeur d'Alene Fire Department's specifications. I hereby certify that all answers, provided to the questions in this Bid Specification, are true and accurate.

Bidder: _____

Address: _____

Phone: _____

Officer of Bidding Company: _____

Signature of Officer: _____

Date: _____

Notary:

Coeur d'Alene Fire Department

Coeur d'Alene Summer Carriage Rides Proposal

Attn: Susan Weathers - City Clerk

General services agenda

Objective: To provide horse and carriage rides free of charge to the downtown Coeur d'Alene community, enhance the nostalgic and family friendly atmosphere, and attract local residents and tourists to visit the downtown area.

Background:

STCU has been offering this service to downtown Spokane for a number of years and locals have looked forward to it year after year as a holiday tradition and a summer treat. We offered this to Coeur d'Alene last year in the winter and had a successful turn out of riders, media coverage, and positive feedback. Please see the enclosed samples of newspaper articles, marketing materials, and web stories from previous years.

The carriage was featured in last years Coeur d'Alene Fourth of July Parade and also led the procession of the Coeur d'Alene Holiday Lights Parade carrying Mayor Sandi Bloom.

Although STCU has had members in the Coeur d'Alene area for a long time - we are thrilled to open the doors to North Idaho and offer personalized service through two new branches - located in Post Falls and Dalton Gardens. Our primary focus is on the relationship we have with our members and supporting the communities where they live and work.

By offering the free horse and carriage rides to the community, this would benefit the downtown Coeur d'Alene area by adding the overall experience to residents, shoppers and families. The impressive horse and carriage will also draw media attention as it has done in the past during the winter carriage rides.

Implementation:

Sponsors

Coeur d'Alene Downtown Association and STCU

Horse and Carriage Contractor

Spencer's Carriage Rides

Coordinator

Megan Wade, STCU community relations coordinator

Dates

Saturdays: July 7, 14, 21, 28 and August 11, 18, and 25

We will not offer services on August 4th due to Art on the Green/Street Fair.

Time

4 - 10 p.m. Reservations are not necessary.

Cost

This would be of **no cost** to riders or the City of Coeur d'Alene. STCU is covering all costs of sponsorship (\$3,000.00) as well as any media/marketing costs.

Route

Pick-up and drop-off will be located at 2nd Ave and Front Street under the sky-bridge by the Coeur d'Alene Resort. From there, the route will head East on Front Street, turning left on 6th, then will take a right on Sherman Avenue, continuing down Sherman, turning left on 2nd and stopping under the sky-bridge by the Coeur d'Alene Resort.

Set up

Spencer's Carriages will set up the horses in the back lot of TNT Muffler at 5th and Lakeside.

Clean-up/waste disposal

Both horses will be wearing horse "diapers" leaving no street clean-up. Carriage contractors will dispose of the waste on their private residence.

Insurance

Up to date (see enclosed).

Marketing Plan

Advertised in STCU statement inserts mailed to over 42,000 members

Downtown Association inserts

Coeur d'Alene Chamber inserts (Diamond member)

8-1/2 x 11 posters and table tents distributed to downtown businesses for display

STCU Web site and Downtown Association Web site calendar

Coeur d'Alene Resort reader board

Advertisement in the Coeur d'Alene Press

Small standing poster at the drop-off and pick-up location so riders know where to be picked up.

Thank you for your time considering this request. Please feel free to contact Megan Wade, at (208) 619-4000 with any questions you may have.

We hope our carriage rides will enhance the already delightful experience of visiting downtown Coeur d'Alene.

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
06/06/2007

PRODUCER Phone: 208-667-1426 Fax: 208-666-1426
SCHEDLER MACK INSURANCE
 1401 E SHERMAN AVE
 COEUR D'ALENE ID 83814

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

INSURERS AFFORDING COVERAGE NAIC #

INSURER A: **RAMSGATE MANAGING INSURANCE**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

INSURED
 SPENCER, BRUCE
 E. 2485 12TH
 POST FALLS ID 83854

COVERAGES

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


INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	2500200885	11/03/06	11/03/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGE \$ 1,000,000
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: CAACC \$ AGO \$
EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE REDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER:				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$

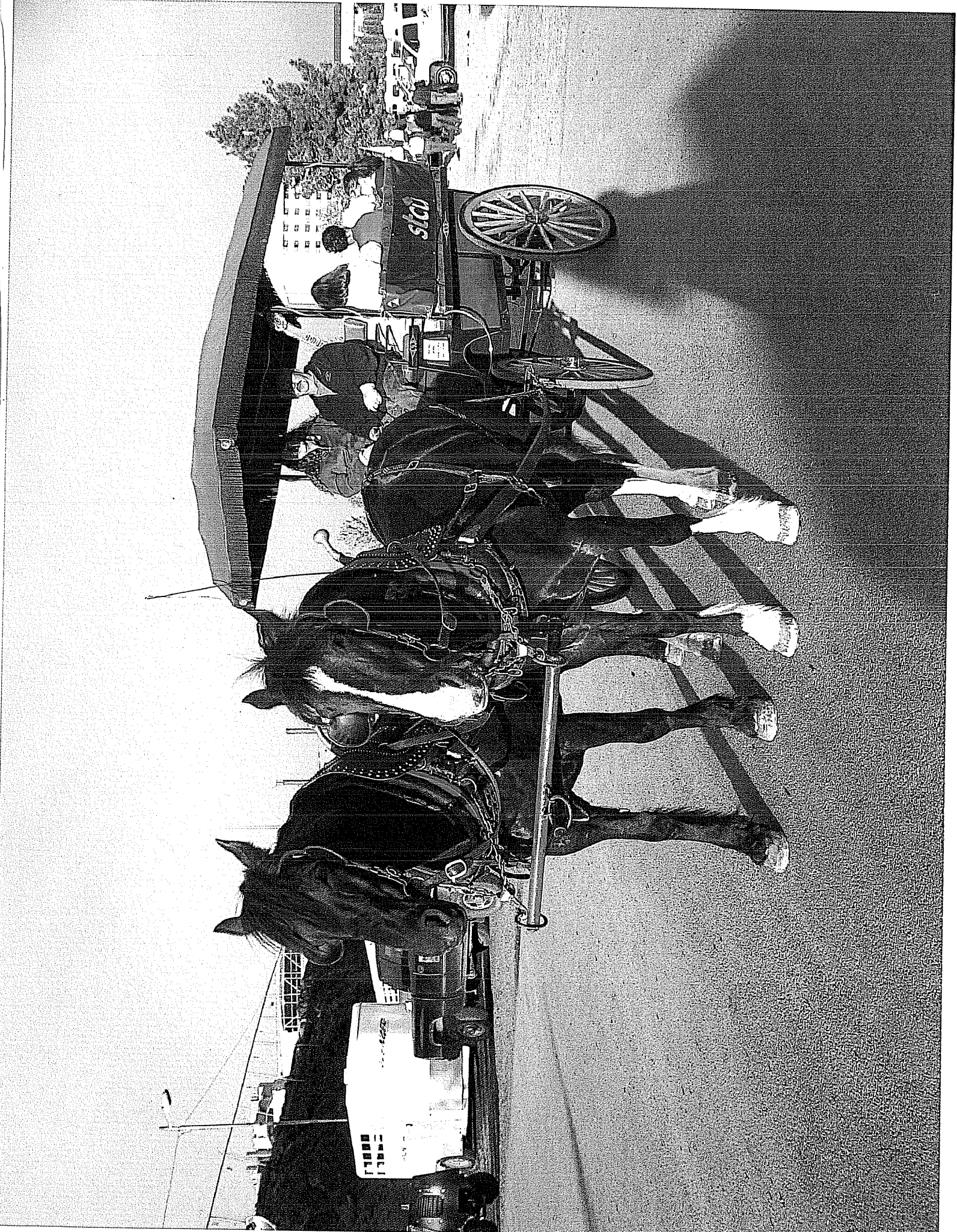
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER **CANCELLATION**

SPOKANE TEACHERS CREDIT UNION
 1620 N SIGNAL ROAD
 LIBERTY LAKE, WA 99019

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

AUTHORIZED REPRESENTATIVE

 William J. Mack



Carriage rides

Summer carriage rides July 7th through August 25.

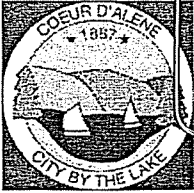
Fridays 4-10 p.m. • \$5 per person.

On Kids Day, August 11, kids ride free with paying adult from 4-9 p.m.
Carriage leaves from the corner of Wall and Main.

stcu



Please visit www.sowntown.spokane.net for more information on this and other events.
Presented by Spokane Teachers Credit Union and Downtown Spokane.



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208.769.2229 or fax 769.2237
kathylew@cdaid.org

OUTDOOR EATING FACILITY ENCROACHMENT APPLICATION

Name of Eating Establishment	City Perc Cafe
Applicant's Name	Spirit Eagle Coffee Co., LLC
Mailing Address	66 E. Alvis Rd, Hayden, ID 83835
Physical Address	108 N. 4 th St.
City, State Zip	Coeur d'Alene, Idaho 83814
Telephone	208-665-1354
Contact person	Richard Wright
Contact Numbers	Phone: Cell: 208-818-7639 e-Mail: ric2you@aol.com

Application will be submitted to the City Council for approval-must be received in Customer Service Center a minimum of seven days prior to a City Council meeting (First and Third Tuesdays of each month)
Payment is due with application.

Fee:

9 Number of Seats x \$19.28 per seat (Sewer Cap fee) = 173.52
\$100.00 Encroachment Fee

Total Amount Due \$ 273.52 Date Paid 6/5/07 Rec. # 279830

Documentation:

 Please include the following :

- Site Plan enclosed showing measurements to all obstacles including trees, grates, benches etc. indicating pedestrian measurements, table location, and seats
- Complete and signed encroachment agreement (see attached)
- Copy of Certificate of Liability Insurance naming City as additional insured (\$1,000,000.00) Insurance agent may fax to 769-2237

N/A If eating establishment is licensed to serve alcohol:

- Submit site plan indicating proposed location of posts, type of barrier between posts, measurements from posts and barriers to any obstacles including curbs, trees, grates, benches etc.
- Mark sidewalk for placement of posts and have City team inspect and approve markings prior to installation
- Have sidewalk cored and posts installed with caps for winter at owners expense (see attached policy)
- Signs installed at exits

I have read the outdoor eating policy, and encroachment agreement, and agree to abide by the regulations of the City of Coeur d'Alene.

Richard Wright Member/Manager 06-15-2007
Applicant Title Date

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 10/9/06
Department Name / Employee Name / Date

Request made by: Michael Martens / 772-5724
Name / Phone

7231 Golfax Dalton Gardens ID 83815
Address

The request is for: / / Repurchase of Lot(s)
 / Transfer of Lot(s) from Paul Martens to Michael Martens

Niche(s): _____
Lot(s): 22, 23, _____, _____, _____. Block: F Section: Riverview

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* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.

**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 Cemtery Book of Deeds is listed as:
PAUL MARTENS
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

RDE / 10/10/06
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: [Signature] / 6-18-03
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.

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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 06-15-2007
Department Name / Employee Name / Date

Request made by: Vernon M. James / ar / 83835
Name / Phone
1341 West Progress Drive / Hayden ID
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Vernon M. & Helen James to Vendula & Jeffrey Wilkins
(after July 24)

Niche(s): _____, _____, _____
Lot(s): 119, _____, _____, _____, _____, _____
Block: D Section: Riverview
CALL before sending 765-5994

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* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 279457

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

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 Cemtery Book of Deeds is listed as:
VERNON M & HELEN M. JAMES
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 200.00 per lot.

RME / 6/13/07
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: _____ / 6-18-07 X
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.

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.

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 250
 Rec No 221958
 Date 10/10/06
 Date to City Council: 10/17/06
 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 checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	<u>\$250.00 per year</u>
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	<u>\$ 25.00</u>

Business Name	Daisy J's LLC	
Business Address	5417 N. Government Way #3 210 Shuman Ave #124 83814	
City, State, Zip	Coeur d' Alene, ID 83815	
Business Contact	Telephone Number: 208-661-3932	Fax: _____
Manager Name	Jennifer Rea	
Manager Home Address	834 N. 16th Street Coeur d' Alene, ID 83814	
Manager Information	[REDACTED]	
Manager Contact	Telephone: 661-3932 Cell: 661-3932 e-mail: jrea-10@hotmail.com	
Manager Place of Birth	Newport, WA	
License Applicant	Jennifer Rea	
Filing Status (circle one)	Sole Proprietor Corporation Partnership <u>LLC</u> Other	
Address of Applicant	834 N. 16th Street Coeur d' Alene, ID 83814	
Applicants Prior Address for past five years	944 N. 5th Street Coeur d' Alene, ID 1616 College Way Coeur d' Alene, ID 710 E. Lakeside Ave. #4 Coeur d' Alene, ID 409 Park Drive Coeur d' Alene, ID 938 Peachtree Drive Moscow, ID	
Applicants Prior Employment for past 5 years	Caffe Liberte Liberty Lake, WA Quicksilver Studios Coeur d' Alene, ID Zi Spa Coeur d' Alene, ID The Body Spa Spokane Valley, WA Beverly's Restaurant Coeur d' Alene, ID	

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

CITY OF COEUR D'ALENE
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 199.98
 Rec No 0281814
 Date 6/26/07
 Date to City Council: _____
 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 checked="" type="checkbox"/>	Beer and Wine (Draft, canned and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid	\$ 25.00

New

Business Name	WAGNER'S HOFBRAU L.L.C.		
Business Address	1726 W. KATHLEEN		
City State Zip	Coeur d' Alene Id. 83814		
Business Contact	Telephone Number:	Fax:	
	208-762-5257	N/A-	
Manager Name	N/A-		
Manager Home Address	N/A-		
Manager Information	Social Security No.	Date of Birth	
	N/A	N/A-	
Manager Contact	Telephone:	Cell:	e-mail:
Manager Place of Birth	N/A		
License Applicant	William WAGNER & Roxanne K. WAGNER		
Filing Status (circle one)	Sole Proprietor	Corporation	Partnership <input checked="" type="checkbox"/> LLC
Address of Applicant	12585 N. SHAMROCK Hayden, Id. 83835		
Applicants Prior Address for past five years	6601 N. LOCAN - Home CLouis, CA. 93611		
Applicants Prior Employment for past 5 years	OLD FRESNO HOFBRAU - OWNER 2820 TULARE ST FRESNO, CA. 93721		

ANNOUNCEMENTS

Memo to Council

DATE: June 27, 2007

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the July 3rd Council Meeting:

Delores Luttrupp

Jewett House Advisory Board

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Jewett House Advisory Board Liaison

OTHER BUSINESS

COUNCIL BILL NO. 07-1023
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: LOTS 1 AND 2 AND THE SOUTH 2 FEET OF THE EAST 50 FEET OF LOT 3, BESTLAND ANNEX IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

a +/- .213 acre parcel at 1003 East Best Avenue and legally described as Lots 1 and 2 and the South 2 feet of the East 50 feet of Lot 3, Bestland Annex in the Southeast 1/4 of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

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

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

1. Standard City curb must be constructed along the Honeysuckle Drive frontage prior to the approval of the Zone Change. Design approval by the City Engineer will be required prior to the installation of the new curb.
2. The applicant will be required to construct a parking lot to serve the subject property that will meet the criteria of the use for the subject property. The parking area will be required to be paved and have an on-site drainage swale to contain the lot drainage.

This parking area will be required to be constructed prior to the approval of the zone change.

3. A five foot solid screen fence along the north boundary of the property.

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

APPROVED this 3rd day of July, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-5-07

a +/- .213 acre parcel at 1003 East Best Avenue

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: LOTS 1 AND 2 AND THE SOUTH 2 FEET OF THE EAST 50 FEET OF LOT 3, BESTLAND ANNEX IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, a +/- .213 acre parcel at 1003 East Best Avenue, 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 3rd day of July, 2007.

Warren J. Wilson, Chief Civil Deputy City Attorney

COUNCIL BILL NO. 07-1027
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: LOT 1 & LOT 2, EXCEPT THE SOUTH 17 FEET OF LOT 2, BLOCK 23, SIMM'S ADDITION TO COEUR D'ALENE IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

as a +/- 11,631 sq. ft. parcel at 1625 North 5th Street and legally described as Lot 1 & Lot 2, except the South 17 feet of Lot 2, Block 23, Simm's Addition to Coeur d'Alene in the Southwest 1/4 of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

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

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

A minimum five foot high, 50% site obscuring fence along the south side of the property

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

APPROVED this 3rd day of July, 2007.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-7-07

as a +/- 11,631 sq. ft. parcel at 1625 North 5th Street

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: LOT 1 & LOT 2, EXCEPT THE SOUTH 17 FEET OF LOT 2, BLOCK 23, SIMM'S ADDITION TO COEUR D'ALENE IN THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, as a +/- 11,631 sq. ft. parcel at 1625 North 5th Street, 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 3rd day of July, 2007.

Warren J. Wilson, Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**GENERAL SERVICES COMMITTEE
MINUTES**

Monday June 25, 2007
4:00 p.m., Council Chambers

COMMITTEE MEMBERS PRESENT

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

CITIZENS PRESENT

Fran and David Poling
Kath and Mark Hunt
Terry Cooper, Downtown Association
Tom Eshleman, Doyle's Wholesale
Megan Wade, STCU

STAFF PRESENT

Judy House, Claims/Code Enforcement/Risk Manager
Kim Kremer, Legal Intern
Victoria Bruno, Project Coordinator
Troy Tymesen, Finance Director
Mike Gridley, City Attorney [until 4:30]

**Item 1. Continuation of Citizen Comments/Kathy Hunt.
(Information Only)**

Kathy Hunt played a home video that was taken on different days and times in June. Ms. Hunt explained that trucks are still entering and running at Doyle's Wholesale all hours of the night. Ms. Hunt stated that in her opinion things have escalated since she came before the GS Committee on May 21st. Discussion ensued regarding the truck use on Park Avenue, the various sounds the trucks are making as well as the times they are entering Doyle's.

Councilman Goodlander reported that at the last GS meeting they requested staff review/research what other cities are doing to separate residential and commercial; what their decibel levels are; if a buffer is being used, what kind, etc.

Victoria reported that Idaho has no idling standards, though the city could adopt one if they so choose. Larger populated cities like New York, New Jersey and Pennsylvania do have idling standards. She added that complaints from noise are usually from those living near airports. Victoria said "one thing that must be remembered is that according to city standards no noise violations have been documented at Doyle's to date." She believes there are many creative ways that this situation can be handled. She noted that this problem is much larger than just Doyle's and its neighbors. Any changes to the code will affect light industrial in the entire city. This situation boils down to what can the City do, what is Doyle's willing to do and what are the neighbor's will to do. Then we have to look at it and say "how fair is this to every other light industrial zoned area." Will they be expected to do the same? Councilman Goodlander thanked Victoria and asked her to continue with her research.

Discussion ensued concerning the current city code restrictions regarding truck usage on Park Avenue as well as the prohibition of truck access on Park Avenue and/or the complete closure of the gate at Doyle's located on Park Avenue.

Tom Eshleman said that he understood the residents' main complaint to be the truck parking on the West side of the property. Since the May 21st meeting they have moved all the semi's from the West parking lot to the East parking lot. Mr. Eshleman talked about the noise study they have scheduled for the 3rd week of July with an independent third party company out of Oregon. The study will be conducted 24/7 for thirty days. Councilman Goodlander asked Mr. Eshleman if the study can also focus on the 'ambient' noise. She stressed that the 'constant' noise can be just as stressing as the nighttime noise. Mr. Eshleman added they are doing what they can to resolve this but he does not believe their business is the only one in the area producing noise. There is Shaffer's Towing, Tom Addis Dodge, Central Premix, etc. Councilman Goodlander asked Mr. Eshleman if Doyle's has given any thought to some type of berm or barrier. Mr. Eshleman answered 'yes' during discussions when considering future development of the property.

Councilman Edinger asked about the city's restriction regarding truck usage on Park Avenue. Kim Kremer, legal intern, responded that she is not qualified to answer that question but that the legal department would look into it. Ms. Kremer noted that city code section 10.36.010 may already prohibit such usage.

Councilman Edinger made a *motion* to direct staff to review/research if the City can prohibit semi-truck use on Park Avenue and what consequences may arise from such prohibition. Councilman Hassel seconded the motion.

Councilman Goodlander indicated that this is not a problem that will be resolved today. Doyle's will conduct their study, Victoria will continue with her research and the legal staff will research Councilman Edinger's motion.

Mr. Poling added that the four of them, Kathy, Mark, Fran and himself, are not the only ones in the neighborhood complaining. Others feel the same way. Councilman Goodlander stressed the importance of those individuals personally expressing their concerns directly to the city by way of letter, email or at a city council meeting.

Kathy Hunt further discussed her concerns.

Councilmember Goodlander thanked Ms. Hunt for the information she provided today. She assured Ms. Hunt that the city will do all they can to resolve this issue and the city will continue to communicate with her when they have more information / answers for her.

Councilmember Goodlander announced that this item will be brought back to the GS Committee at a later date.

MOTION: THE COMMITTEE directed staff to review/research if the City can prohibit semi-truck use on Park Avenue and what consequences may arise from such prohibition.

**Item 2. STCU Horse Carriage Rides.
(Consent Calendar)**

Terry Cooper reported that the Coeur d' Alene Downtown Association and STCU are sponsoring summer Carriage Rides that will provide rides **free** of charge to the downtown community. The rides will be offered from 4:00 p.m. – 10:00 p.m. on Saturdays in July and August. Rides will not be offered on August 4th due to Art on the Green / Street Fair. The route is as follows: Pick-up and drop-off will be located at 2nd Ave and Front Street under the sky-bridge by the Coeur d' Alene Resort. From there, the route will head East on Front St., turning left on 6th St., then will take a left on Sherman Avenue, continuing down Sherman, turning left on 2nd St. and stopping under the sky-bridge by the Coeur d' Alene Resort.

MOTION: THE COMMITTEE is recommending that the City Council approve the request to allow free Horse Carriages Rides in Downtown Coeur d' Alene for the requested route, times and dates.

The meeting adjourned at 5:10 p.m.

Respectfully submitted,

DEANNA GOODLANDER, Chairman

Juanita Van Cleave
Recording Secretary