



Coeur d'Alene

CITY COUNCIL MEETING

November 17, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS

PROCLAMATION

WHEREAS, *diabetes affects 29.1 million people—9.3% of the population in the United States, and is a serious disease for which there is no known cure and which is the seventh leading cause of death by disease in the United States; and*

WHEREAS, *approximately one quarter of the Americans who have diabetes, 8.1 million of people, do not know they have the disease and may experience damage to the heart, eyes, kidneys, and limbs without producing any symptoms; and*

WHEREAS, *another 86 million, or 1 in 3 American adults, has pre-diabetes, a condition which puts them at greater risk for developing Type 2 diabetes, and if current trends continue, 1 in 3 American adults will have diabetes by 2050; and*

WHEREAS, *Type 1 diabetes is an autoimmune disease in which a person's pancreas stops producing insulin, a hormone that enables people to get energy from food. It occurs when the body's immune system attacks and destroys the insulin-producing cells in the pancreas, called beta cells. While its causes are not yet entirely understood, scientists believe that both genetic factors and environmental triggers are involved. Its onset has nothing to do with diet or lifestyle. There is no prevention for Type 1 diabetes, and – at present – no cure; and*

WHEREAS, *Type 1 diabetes strikes both children and adults at any age. It comes on suddenly, causes dependence on injected or pumped insulin for life, and carries the constant threat of devastating complications; and*

WHEREAS, *an increase in community awareness of risk factors and symptoms related to diabetes can improve the likelihood that people with diabetes will get the attention they need before suffering the devastating complications of the disease;*

NOW, THEREFORE, I STEVE WIDMYER, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim November 16th through November 22nd, 2015, as

"DIABETES AWARENESS WEEK"

in Coeur d'Alene and encourage all citizens to help fight this disease and its deadly complications, by increasing awareness of the risk factors and providing support to those suffering from diabetes.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 17th day of November, 2015.



Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CONSENT CALENDAR

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

November 3, 2015

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room November 3, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Loren Ron Edinger) Members of Council Present
Dan Gookin)
Kiki Miller)
Steve Adams)
Woody McEvers)
Amy Evans)

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

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

ROAD SCHOLAR CERTIFICATIONS PRESENTATION: Laila Kral, PE; LTAC T2 & Safety Manager, explained that the LTAC program provides training and technical assistance to highway jurisdictions throughout Idaho. The Road Scholar program requires 10 classes equal to approximately 80 hours of class time to complete. She announced that two city employees have completed the Road Scholar program and presented Robert Royce and Jon Broemmeling with their certificates. The next certificate is the Road Master program, which requires another 80 hours of instruction. She presented a Road Master Certificate to City employee Mike Cummings. She thanked the Council for supporting the program. Mayor Widmyer congratulated the employees on their accomplishment.

HEALTHY CHOICE PROGRAM PRESENTATION: Firefighter Dylan Clark and Captain Steve Jones stated that they are proud of the Healthy Choice Recipe book they put together for School District 271. They received assistance from Ed Ducar, Director of Nutrition Services at School District 271, and Shelly Johnson, University of Idaho Family and Consumer Science Educator, through the "Let's Move" initiative. They all want to encourage kids to be healthy and active and thought providing the Firefighters as role models is a good start. This program was funded through SNAP funds. The recipe books will be distributed to all of the School District 271 elementary schools and the group will give presentations to all 5,500 kids in the District. Additionally, they have created calendars to be sold with proceeds going back to the School District for future play equipment and other active program needs. Ms. Johnson explained that she has worked in the extension office for 16 years and has worked to educate families on preparing healthy meals at home. She has seen better foods offered for lunch with the District. They are promoting white milk this month, as a healthy alternative to chocolate and

as the year progresses they will focus on promoting fruits and vegetables. Mr. Ducar mentioned that he recently had students husk fresh corn that was served in the cafeteria and that they recently used carrots with the tops on them, which some kids had never seen. He said that this goes back to improving the "Let's Move" program. Councilmember McEvers complemented them on a good job. Ms. Johnson explained that cookbooks were going to be distributed through School District 271 but citizens can contact the fire department for additional copies. The calendars are available at the Chamber of Commerce. The Mayor thanked them for their hard work and complemented them on a job well done.

CONSENT CALENDAR: Motion by McEvers, second by Evans, to approve the consent calendar.

1. Approval of Council Minutes for October 20, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for November 9, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. **Resolution No. 15-061-** 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 AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE SEVEN (7) PATROL VEHICLES; AUTHORIZE BID REJECTION – SINGLE SOURCE TOWING PROVIDER – AUTHORIZATION TO REBID; AND APPROVING A CONTRACT WITH LEGENDS SPORT PHOTOGRAPHY FOR SERVICES THROUGH DECEMBER 31, 2018.

ROLL CALL: Evans Aye; Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye.
Motion Carried.

MAYOR AND COUNCIL ANNOUNCEMENTS:

Councilmember Gookin mentioned that the annual leaf pickup has started by allowing citizens to put leaves in the street; however, pick up will not begin until November 16, 2015.

Mayor Widmyer announced that Boy Scout Troop Pack 228 was in the audience this evening to listen and learn about government.

ORDINANCE NO. 3526 COUNCIL BILL NO. 15-1027

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CITY CODE SECTIONS 8.36.100 LITTERING, 8.36.130 DUMPING, DROPPING OR DEPOSITING OF MATERIALS AND 9.44.060 CURFEW PENALTIES TO BECOME INFRACTIONS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Deputy City Attorney, Wes Somerton, explained that the 2015 Idaho Legislature changed the penalties for littering and curfew violations from misdemeanors to infractions. The City of Coeur d'Alene City Code currently notes violations for littering and curfew as misdemeanors, which needs to be amended to infractions.

MOTION: Motion by Adams, seconded by Evans, to pass the first reading of **Council Bill No. 15-1027**.

DISCUSSION: Councilmember Gookin asked if there were any other violations that could be reduced to infractions. Mr. Somerton expressed concern with taking too broad of a look at the codes, as the City would need to make sure that the long-term impact still gets the needed results. He said that the initial review was based on the impact to the public defense system, as misdemeanors qualify for public defense and infractions do not. Councilmember Miller asked if there were discussions with law enforcement regarding the reduction of misdemeanors to infractions. Mr. Somerton explained that those are on-going conversations and that these sections needed to be amended to be compliant with Idaho Code.

ROLL CALL: Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.
Motion carried.

MOTION: Motion by McEvers, seconded by Evans, to suspend the rules and to adopt **Council Bill 15-1027** by its having had one reading by title only.

ROLL CALL: Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye.
Motion carried.

APPROVAL OF OFFICERS TO ENGAGE IN OFF-DUTY EMPLOYMENT AND SETTING OF A PUBLIC HEARING FOR NOVEMBER 17, 2015 TO ESTABLISH A FEE.

STAFF REPORT: Police Chief White requested that the Council authorize Coeur d'Alene Police Officers to engage in off-duty employment and requested that Council authorize City Staff to set a public hearing regarding the fee for this service. He explained that the Police Department receives occasional requests for officers to participate in non-traditional policing duties. Many Police Departments across the United States allow members to perform limited job duties in an off-duty capacity, in uniform, in an effort to meet this need. Examples include security for Black Friday events or traffic control, which would be upon approval from the Chief's office. Chief White believes this program would be cost neutral to the City, as he would charge a rate that would include the officer's base rate, cost of benefits, administration of the program, and vehicle use. He believes the management of the program through his office will work best and noted that this is supported by ICRMP.

MOTION: Motion by Edinger, seconded by Adams approving the Police Department moving forward with a program to engage off-duty employment of Police Officers and set a public hearing for November 17, 2015 to establish fees.

DISCUSSION: Councilmember McEvers asked if this program would increase overtime costs or cause rescheduling of officers' shifts. Chief White explained that the policies would include the Chief approval and that he would ensure that it does not affect staffing. Councilmember Gookin asked about City liability. Chief White explained that the officers are acting within the employment of City and he would include some waiver of liability.

Motion carried.

RESOLUTION NO. 15-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
WITH CHRISTIE WOOD.

STAFF REPORT: Police Chief White explained that Sgt. Christie Wood has elected to retire on December 16, 2015. Although the Public Information Officer (PIO) duties currently performed by Sgt. Wood will be passed along to other members of the Department, a few weeks of shadowing Sgt. Wood cannot replace her years of experience. He is seeking approval to pay Ms. Wood up to \$24,000 over three years to assist the Department and the City of Coeur d'Alene in media and public relations duties.

MOTION: Motion by Edinger, seconded by Miller to approve **Resolution No. 15-062;** approving an Agreement for Professional Consulting Services with Christie Wood.

DISCUSSION: Councilmember McEvers asked for clarification regarding using two people to replace one. Chief White explained that one officer is a school resource officer and one an investigator. He feels that the job requires responsiveness to the Press and that multiple people should cover the position. Councilmember Miller asked if the Officers would receive additional public relations-type training. Chief White confirmed that they are scheduled for training in Spokane and several others as they become available. Mayor Widmyer stated that Ms. Wood has been a tremendous employee and has worked all over the community including service on the School Board, Trustee of North Idaho College, and the Human Rights Task Force. He believes she will continue to be heavily involved in the community.

ROLL CALL: Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans Aye; Adams Aye.
Motion carried.

ADJOURNMENT: **Motion** by McEvers, seconded by Miller, that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 6:43 p.m.

ATTEST:

Steve Widmyer, Mayor

Renata McLeod, City Clerk

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**

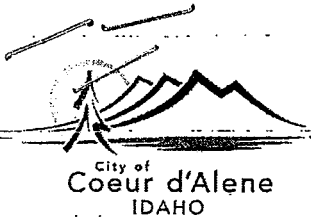
[Office Use Only] Amt Pd 37.50
 Rec No 00898654
 Date 10-15-15
 Date to City Council: _____
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

_____	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
_____	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
_____	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
_____	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
_____	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
_____	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
_____	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
_____	Transfer of ownership of a City license from <u>chinese Gardens</u> to <u>china inn</u> with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled only Consumed on premise <u>\$12.50</u> Beer- Draft, can, bottled COP \$25 Wine additional <u>\$25</u> Liquor \$25	Total \$ <u>37.50</u>
_____	New Application	

Name of Applicant	<u>china inn Wen Luo, Qin Li</u>
Name of business where alcohol will be served	<u>china inn LLC</u>
Business Physical Address	<u>310 N 4th Street, CDA, ID 83814</u>
Business Mailing Address	<u>310 N 4th street, CDA, ID 83814</u>
Business Contact	Business Telephone: _____ Fax: _____ Email address: _____
If Corporation, partnership, LLC etc. List all members/officers	<u>Wen m Luo</u> <u>Qin H Li</u>



City of Coeur d'Alene
Municipal Services Department
710 Mullan Avenue
Coeur d'Alene, Idaho 83814
(208) 769-2229
kathylew@cdaid.org

(Office Use Only)
Amount Paid 120.00
Receipt # 911691
Date 11-9-15
Date to Council: 11-17-15
Reg. Number: _____
License # _____
Date Issued _____ By: _____

petition OK

BEER, WINE AND/OR LIQUOR LICENSE APPLICATION
Expires Annually March 1st

Please provide a date you would like to begin alcohol service: 11-20-15
November 1

Check the ONE box that applies	SERVING:	FEES
	Beer only (canned and bottled) NOT consumed on premise	\$50
	Beer and Wine (canned and bottled) NOT consumed on premise	\$250
	Beer only (canned and bottled) consumed on premise	\$100
X	Beer and Wine (canned and bottled only) consumed on premise	\$300
	Beer only (draft, canned, and bottled) consumed on premise	\$200
	Beer and Wine (draft, canned, and bottled) consumed on premise	\$400
	Beer, Wine, and Liquor (number issued limited by State of Idaho)	\$762.50
	Transfer of ownership of a City license with current year paid: <ul style="list-style-type: none"> • Beer-to go only \$6.25. • Beer-Can, Bottle only COP \$12.50. • Beer-Draft, Can, Bottled COP \$25. • Wine additional \$25. Consumed on Premise: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Transfer from: _____ to: _____ <i>New license</i>	

BUSINESS INFORMATION

Company Name: Paint Cda, LLC
 Mailing Address: 728 N 4th St
 Physical Address: 11
 Cell: _____ Fax: _____

Phone: 406-860-1049
 City/State/Zip: Cda, ID 83814
 City/State/Zip: 11
 Email: kachie@pinotpalette.com

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 10/16/15
Department Name / Employee Name / Date

Request made by: Myrna Rasmussen 664-6546
Name / Phone

2211 South Searchlight Lane CDA 83814
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 068, 078, _____, _____, _____, _____. Block: A 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* Guardian of Jean Holt

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

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

**Request will not be processed without receipt of fee. Cashier Receipt No.: N/A

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie J 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:
Edward & Jean Holt
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 35000 per lot.

[Signature] 10/19/15
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.
- Person making request is authorized to execute the claim: MCG 10/19/15
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.

RESOLUTION NO. 15-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A PERMIT AGREEMENT WITH ROW ADVENTURES FOR ACCESS TO INDEPENDENCE POINT FOR LAUNCHING KAYAKS FOR GUIDED TOURS; APPROVING A LEASE AGREEMENT WITH BROOKS SEAPLANE SERVICE, INC. FOR MOORAGE SPACE ON COMMERCIAL DOCK BAY 5.

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 "A through B" and by reference made a part hereof as summarized as follows:

- A) Approving a Permit Agreement with ROW Adventures for access to Independence Point for launching kayaks for guided tours;
- B) Approving a Lease Agreement with Brooks Seaplane Service, Inc. for moorage space on Commercial Dock Bay 5;

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 "A through B" 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 17th day of November, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**GENERAL SERVICES
STAFF REPORT**

November 9, 2015

From: Bill Greenwood Parks and Recreation Superintendent

Subject: Row Renewal Agreement at Independence Point

Decision Point: Recommend to City Council to renew the 3 year agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours.

History: This is the 5th season that we have allowed Row to conduct these tours from Independence Point Beach and the response indicates that it is successful and well received by the public.

Financial Analysis: There is no cost to the City to allow the use; however since it is a commercial venture we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund. The 2015 season revenues are not in at this time, although the 2014 season revenues paid to the city were \$618.90

Performance Analysis: This creates another water sport activity for residents and tourists. Kayaking and paddle boarding is growing in popularity and these tours help to fill that need. This is not a competing venture with other vendors as there will not be any kayak or paddle board rentals or rentals of any kind; only guided tours and the tours are complete with all necessary safety equipment and instructions. This agreement can be terminated without cause by the city if it proves to be a problem for the beach users or the boating traffic.

Decision Point: Recommend to the City Council the renewal of the 3-year agreement with ROW Adventures for this activity.

PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this **17th day of November, 2015** between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho (“City”), and ROW, Inc., dba **ROW Adventures (“ROW”)** with its principal place of business at 202 E. Sherman Ave , PO Box 579, Coeur d’Alene, Idaho 83814.

WITNESSETH:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak and paddle board tours from the location identified on Exhibit A attached.

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, ROW shall provide kayak and paddle board tours according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term “employees” shall include guides and support staff hired by ROW for the tours.

Section 2. Community Relations: ROW agrees that their employees will be courteous and informed about the community and will assist with questions from participants.

Section 3. Appropriate Equipment: ROW will provide appropriate equipment and gear to each participant.

Section 4. Staffing: ROW guides will be proficient in kayaking and paddle board lessons for people of all skill levels and will be proficient in water rescue and safety. ROW agrees that their employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Approval must be received from the Parks Director.

Section 5. Access Times: ROW can access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m. except on weekends between June 15 and August 31 when ROW cannot access the beach between the hours of noon and 4:00 p.m. ROW also understands that they cannot interfere with the public use of the any part of the Independence Point Beach. ROW will not be allowed to leave a vehicle at the loading / unloading site for any period longer than 30 minutes.

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceeds 21 people or 14 kayaks or paddle boards at any one time unless they have prior written approval from the Parks Director for a specific date and time that will exceed those numbers. ROW will provide one guide for every six participants.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission and within the scope of a health permit.

Section 8. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 9. Trash: ROW agrees not to dispose of their trash at a City maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and or construction projects to the City's parks, beach and/or waterfront, which may interfere with ROW's operation. Furthermore, ROW understands that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. ROW specifically waives any claims for lost profit, incidental or consequential damages against the City resulting from any of the conditions or projects listed in this section. ROW further acknowledges that the conditions or projects listed in this section may result in the City revoking this permit as provided in Section 23.

Section 11. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other activities on the beach area.

Section 12. Worker's Compensation: ROW agrees to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should ROW fail to maintain such insurance during the entire term hereof, ROW shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this permit or the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees.

Section 14. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak tours.

Section 15. Term: The City shall permit kayak tours from Independence Point Beach to ROW for three (3) seasons. Those seasons being April 1, 2016 to October 31, 2016; April 1, 2017 to October 31, 2017; and April 1, 2018 to October 31, 2018 for the location described.

Section 16. Consideration: ROW shall in consideration for the permit pay the sum of 5% of gross income from kayak and paddle board tours to the CDA Parks Department within 30 days after the end of the season.

Section 17. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the Independence Point beach or other CDA park properties for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 18. City Ordinances: ROW shall abide by all City ordinances and resolutions.

Section 19. Glass Containers: ROW agrees not to use, or allow their customers to use, glass containers on public property during tours.

Section 20. Violation of Regulations: ROW agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and ROW may not be allowed resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: ROW also agrees and understands the permit site cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither ROW nor their agent (s) or employees shall park trucks or other vehicles adjacent to the curb for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Permit: The City may at any time after ten (10) day's written notice terminate this permit and retake possession of the space. Fees owed to date will be paid by ROW on a prorated basis covering the 5% of gross tours to date of termination. The notice of the exercise by the City of its option to terminate the permit for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should ROW fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, ROW shall cease operation of the location. However, that before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided, with proper postage affixed. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and ROW have caused the same to be signed, the day and year first above written.

CITY:
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

LESSEE:
PETER GRUBB
dba ROW Adventures (ROW)

By: _____
Steve Widmyer, Mayor

By: _____
Peter Grubb

By: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of November, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

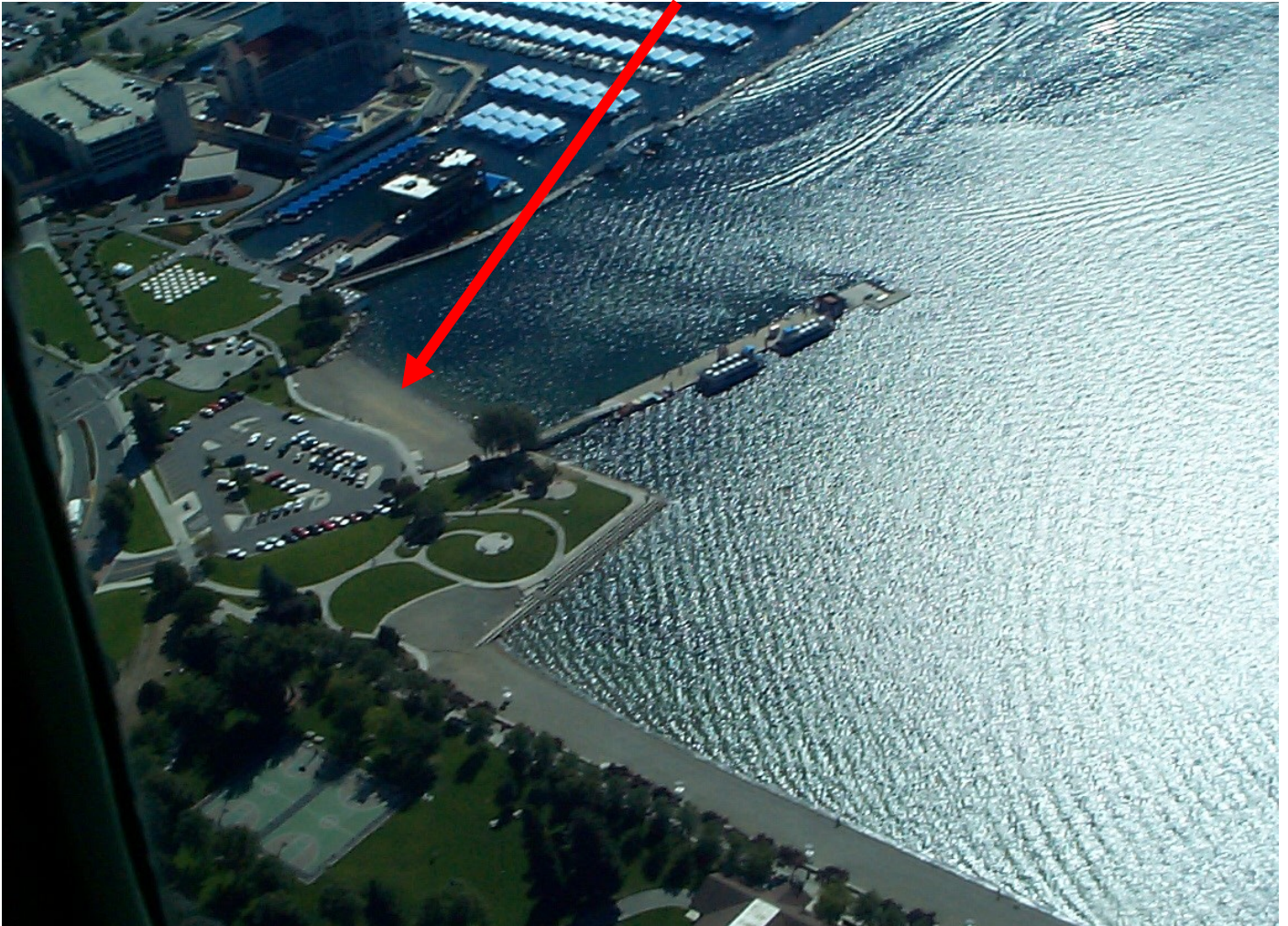
On this ___ day of November, 2015, before me, a Notary Public, personally appeared **Peter Grubb**, known or identified to me to be the President of **ROW, Inc., dba ROW Adventures (“ROW”)** and the person who executed the foregoing instrument on behalf of ROW Adventures (ROW), and acknowledged to me that he executed the same.

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

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

EXHIBIT "A"

Access Point



**GENERAL SERVICES
STAFF REPORT**

Date: November 9th, 2015
From: Bill Greenwood, Parks Superintendent
SUBJECT: **Brooks Seaplane Agreement Renewal** *(Council Action Required)*

DECISION POINT:

Extend the Brooks Seaplane agreement.

HISTORY:

Brooks Seaplane has been leasing Bay 5 on the commercial dock for over 20 years.

FINANCIAL ANALYSIS:

The rental amounts, as per the lease agreements, are increased each year based on the current CPI (Consumer's Price Index). The prime season lease will be \$ 3,223.82, based on a monthly rental of bay 5 for \$ 460.55 per month, for April 1st – October 31st, and \$ 64.48, which is the two percent (2%) for the Department of Lands fee. The off- season lease will be \$ 1,151.36 based on a monthly rental of bay 5 for \$ 230.27 per month, per bay, for November 1st - March 31st, and \$ 23.03, which is the two percent (2%) for the Department of Lands fee.

PERFORMANCE ANALYSIS:

Brooks Seaplane currently has a 2-year lease agreement with the city that will expire on March 31, 2016. Section 3 of this agreement allows them to submit a written request for a two-year extension of their lease. Brooks Seaplane has submitted a letter requesting this two-year extension with a new expiration date of March 31, 2018.

DECISION POINT / RECOMMENDATION:

Extend the lease agreement with Brooks Seaplane.

LEASE AGREEMENT

THIS LEASE, entered into this 17th day of November, 2015, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Lessor," and **GRANT D. BROOKS d/b/a BROOKS SEAPLANE SERVICE, INC.**, with its mailing address as P. O. Box 1028, Coeur d'Alene, Idaho 83816, hereinafter referred to as the "Lessee,"

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage on the South side of the City Dock, to wit:

THAT SPACE DESCRIBED AS BAY 5 ON THE SOUTH SIDE OF
THE CITY DOCK.

Said bay is depicted on the attached drawings identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be two (2) years commencing April 1, 2016, and ending March 31, 2018. Any property left beyond March 31, 2018, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock for the first year of the lease, the sum of Four Thousand Four Hundred Sixty-Two and 68/100 Dollars (\$4,462.68) payable as follows: Three Thousand Two Hundred Twenty-Three and 82/100 (\$3,223.82), based on a monthly rental of Four Hundred Sixty and 55/100 Dollars (\$460.55), payable on April 1, 2016, for the period of April 1, 2016, through October 31, 2016, and Sixty Four and 48/100 Dollars (\$64.48) which is the 2% fee assessed by the Department of Lands as identified in Section 4; and One Thousand One Hundred Fifty-One and 366/100 Dollars (\$1,151.36) payable on or before November 1, 2016, for the period of November 1, 2016, through March 31, 2017, based on a monthly fee of Two Hundred Thirty and 27/100 Dollars (\$230.27), and Twenty-Three and 03/100 Dollars (\$23.03) which is the 2% fee assessed by the Department of Lands as identified in Section 4. Payments for rental for each subsequent year shall be made in advance of April 1 for the period of April 1 through October 31, and in advance of November 1 for the period of November 1 through March 31. Annual fee increases will be based on the Consumer Price Index (CPI) Western.

Section 3. Renegotiation: Lessee may request in writing a two (2) year extension of this agreement for the period from April 1, 2018, to March 31, 2020, by submitting to Lessor a written request for extension after April 1, 2017, and prior to September 1, 2017. Upon receipt of such request, the Lessor will consider whether it will grant an additional two (2) year extension and if so, the parties may mutually renegotiate terms applicable to said extension. Such request can be made, in writing, in each succeeding even year between the dates of April 1 and November 1.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$87.51, or 2% of the annual fee. This fee is included in Section 2, should the State of Idaho charge any other or additional fee Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the City Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Director of Parks. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Director of Parks and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises and any dock extension owned by the Lessee only for the moorage of his seaplanes, to offer rides in seaplanes to the public, and to student fliers participating in his seaplane flying school, to sell gasoline to other seaplanes and, when necessary in emergencies caused by weather conditions or the condition of visiting seaplanes, to allow such seaplanes to be moored or stored on or at the part of the dock being leased by the Lessee. The Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, beverages, except the sale of gasoline to other seaplanes and souvenir sales as allowed by Section 10 entitled "Souvenir Sales." It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. Lessor, or its Parks Director, shall approve the manner of the moorage of the seaplanes or of the dock extension. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 12. Liability: The Lessee covenants to defend, indemnify, and hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during cruises, flights, other activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase in and about the leased premises shall mean the City Dock and all other areas owned, maintained, or regulated by Lessor upon which Lessee's customers and potential customers, invitee's, employees, and agents utilize in the course of his/her cruise, flights, other activities associated with Lessee's use, or inquiry about the same on Lessee's watercraft or in the course of access to or egress from Lessee's watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy. This policy must run for the entire period of this lease.

Section 13. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 14. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 15. Interference with Use by Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 16. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 17. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, which may apply to Lessee's use of the leased premises.

Section 18. Underground Fuel Tanks(s): Lessee agrees to provide all inspection reports and documents to the Parks & Recreation Director with 5 business days of receipt.

Section 19. Default: In the event that the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 20. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 1028, Coeur d'Alene, Idaho 83816 and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 21. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease will identify any infraction in this agreement that causes termination, or the city may terminate the agreement for construction, access, or other needs or uses of said lease site.

Section 22. Time of the Essence: Time is of the essence of this Lease.

Section 23. Parking: The parties recognize that the city is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may affect the parking areas presently used by lessee's customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever lessee may have against the Lessor its employees, agents, elected and appointed officials in the event parking is modified.

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

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE:
**GRANT D. BROOKS d/b/a
BROOKS SEAPLANE SERVICE**

By: _____
Steve Widmyer, Mayor

By: _____
Grant D. Brooks, President

By: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of November, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

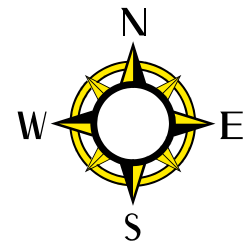
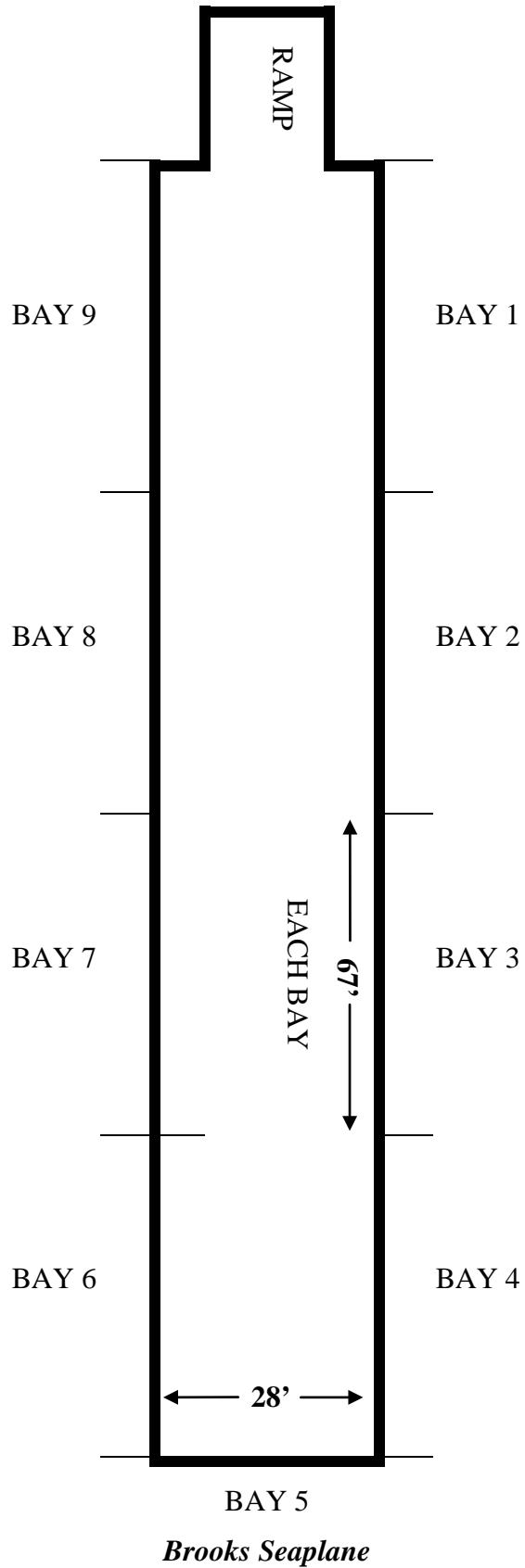
STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of November, 2015, before me, a Notary Public, personally appeared **GRANT D. BROOKS**, known to me to be the President of **BROOKS SEAPLANE SERVICE**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

EXHIBIT "A"



ANNOUNCEMENTS

Memo to Council

DATE: November 10, 2015

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 17th Council Meeting:

BRUCE HATHAWAY
(Citizen At Large)

CDA TV Committee

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, CDA TV Committee Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**PUBLIC WORKS COMMITTEE
MINUTES
November 9, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Tim Martin, Street Superintendent
Keith Erickson, Comm. Coordinator
Troy Tymesen, Finance Director
Dennis Grant, Eng. Project Mgr.
Mike Gridley, City Attorney
Gordon Dobler, Engineering Svcs. Director
Mike Wallis, Asst. Street Supt.

**Item 1 2015-2016 Snow Plan
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for council approval of the 2015-2016 Snow Plan.

Mr. Martin stated in his staff report that the proposed Snow Plan update is an annual “housekeeping” action that requires between 5 to 10 hours of staff time and printing costs of approximately \$35.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The council’s snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city’s primary means of educating the public on city snow removal policies. Changes proposed for the 2015-2016 Snow Plan include adding new and/or extended streets, new subdivisions, and cul-de-sacs, and reducing the citywide plowing completion target from 38 hours to 30 hours.

Mr. Martin noted that this does not require a motion from the committee as he will be bringing it to the full council for approval at Tuesday’s council meeting. Mr. Martin highlighted the city-wide plow time reduction from 38 hours to 30 hours. This reduction was a result of the Street Department reorganization and a change in how they are doing business internally. Most of the plan is the same as last year, including sledding hills on Boyd and Lost Avenue.

Mr. Martin said that this year Isabella Walker from Borah Elementary won the “Name the Storm” contest, and the theme is bands. The first snow storm of the year will be named “AC/DC”. The average number of snow storms a year is seven.

Councilmember Miller asked about what happens to vehicles that aren’t moved and get plowed in. Mr. Martin said that they ask for citizen assistance to get vehicles off of the road through Facebook, KVNI, tv networking, etc. In the event of a storm, the snow plows will go around the vehicles and they will get stuck in a berm. After the storm is over, they will get back out into the residential areas and push back berms after the cars have been removed to keep the streets widened.

Mr. Martin explained the procedure for snow storms and said that the Snow Plan allows them the ability to make decision as to how to keep traffic flowing through the neighborhoods. Every storm is different.

Councilmember McEvers asked about the McEuen parking lot. Mr. Martin explained that McEuen is plowed by the Parks Department. If, after many snows, they can't get the snow pushed back any farther, the Street Department will haul snow out of the parking lot to them more room. The same thing applies to the Library and City Hall parking lots.

Councilmember McEvers asked Mr. Martin where excess snow is deposited. Mr. Martin said they have a site off of Cherry Hill near the sledding hill and they are also using the lot by Memorial Field.

Mr. Martin reminded citizens that Leaf-Fest 2015 beings on Monday, November 16th. Historically, they start in the southern end of town and then work their way west to east, east to west, northbound.

MOTION: NO MOTION. This item will be brought before the full council for approval at the November 17, 2015 council meeting.

Item 2 Professional Services Agreement for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services
Consent Calendar

Dennis Grant, Engineering Project Manager, presented a request for council approval of a Professional Services Agreement with Welch, Comer & Associates, Inc. for Mullan Road and Park Drive: Design, Bid, and Construction Phase Services.

Mr. Grant stated in his staff report that the recently approved Master Plan for the 4-Corners / BLM area included the realignment of Mullan Road (Park Dr. to Northwest Blvd.), construction of additional parking, and the Carousel Plaza, as elements of the plan. These elements were identified and prioritized by council at their strategic planning workshop. Since then, staff has refined the concept for these improvements and presented them to the public.

The total Base Bid compensation is for \$326,330. This project is foundational to the 4-Corners / BLM master plan and must precede many elements of the plan. The proposed timeline is to have the design finished by March of 2016, start construction in the spring, and complete construction by summer. Since this is an additional phase to the 4-Corners project, the City would contract with Welch Comer and not have to solicit for the design contract.

Mr. Grant said that the city has committed to \$400,000 and they are pursuing Ignite CDA for the additional funds needed.

Councilmember McEvers asked who decides if the city will pursue any alternatives set forth in the scope of services. Mr. Grant said that, depending on the funding, the council could decide. He also confirmed that utility locates are in the plan.

Councilmember McEvers asked about the stakeholder outreach line item in the amount of \$5,000. Mr. Grant said that Welch Comer will have some meetings set up in the process of getting to the final design. Mr. Dobler explained that it is more of a placeholder at this point and he doesn't foresee a need for meetings at this time, but there is a possibility that they will be needed.

Mr. Dobler confirmed that there is no planned expansion of the parking in front of the Human Rights Building right now. If the museum decides to move there, they can address it at that time.

Councilmember Gookin asked why this request did not go out to bid. Mr. Dobler explained that because it is a continuing phase of the same project, the code allows it.

Discussion ensued regarding items being signed and dated before council approval. Mr. Dobler explained that the items that were signed and date were on the scope of services, not the contract. Should other funding become available, they would come back and request to amend the contract.

Councilmember Gookin said that, to him, this seems kind of rushed. Mr. Dobler said that it has been the plan since April. The actual plan itself has been in a little bit of flux, but they have been concurrently developing the design scope. Mr. Dobler feels that it follows the normal timing for anything that has to be constructed next year. The funding for the initial project was identified in April and is in their budget. He feels that getting the project done by next summer is doable.

Councilmember McEvers commented on the late receipt of the scope of services by the committee members. Councilmember Miller said that she has a lot of questions, but hasn't had sufficient time to review the scope. Mr. Dobler said that council is being asked to approve a contract for the four items that are initialed in the scope of services, and the other items are just alternates that have been discussed but which aren't funded for design or construction.

Councilmember Miller asked about Exhibit "B." Mr. Dobler said that Exhibit "B" is a general provision and refers to an Exhibit "B" in a separate document. Councilmember Miller wondered how much of the document is pulled out of a standard contract language document, and how much of it was drafted by the city's engineering department. Mr. Dobler said that the scope of services depends on the engineer and what they produce is the contract itself and then the scope of services becomes an exhibit to the contract.

Councilmember Miller asked if this item could be tabled until the next Public Works Committee meeting so that they have a chance to go through it. She said that she brought up at one of the meetings that she felt uncomfortable leasing property within a footprint that hadn't yet been approved, and feels that with this project there are so many moving parts and she doesn't feel comfortable only having an hour to review the scope of services.

MOTION: Motion by Miller, seconded by Gookin, to table the professional services agreement and put it on the next Public Works Committee agenda on November 23rd. Motion carried

The meeting adjourned at 4:29 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: November 9, 2015
FROM: Tim Martin, Street Superintendent
SUBJECT: 2015-2016 SNOW PLAN

DECISION POINT:

Staff requests Council approval of the 2015-2016 Snow Plan.

HISTORY/BACKGROUND:

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2015-2016 Snow Plan summary has been made available at the Council Mail Room as well as the Street Maintenance Department offices.

FINANCIAL ANALYSIS:

The proposed Snow Plan update is an annual "housekeeping" action that requires between 5 to 10 hours of staff time and printing costs of approximately \$35.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city's primary means of educating the public on city snow removal policies.

PERFORMANCE ANALYSIS:

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. Changes proposed for the 2015-2016 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Reduced the citywide plowing completion target from 38 hours to 30 hours

DECISION POINT/RECOMMENDATION:

Staff requests Council approval of the 2015-2016 Snow Plan.

OTHER BUSINESS



Kootenai County Clerk Jim Brannon

Auditor · Clerk of the District Court · County Assistance · Elections · Recorder

451 Government Way · P.O. Box 9000

Coeur d'Alene, ID 83816-9000

Phone (208) 446-1651 · Fax (208) 446-1662

<http://www.kcgov.us/departments/clerk> · Email chayes@kcgov.us

STATE OF IDAHO

} ss.

COUNTY OF Kootenai

I, Jim Brannon, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the Candidates therein named as they appeared on the election ballot for the **City & Fire District Election** on **November 3, 2015** for the **City of Coeur d'Alene** as shown by the record of the Board of Canvassers filed in my office this **10th** day of **November, 2015**.

Handwritten signature of Jim Brannon in cursive script.

County Clerk



Kootenai County
November 3, 2015
City & Fire District Election

Coeur d'Alene City						
	City Council Seat #1		City Council Seat #3	City Council Seat #5		
Precinct	Loren Ron Edinger	Toby Schindelbeck	Dan Gookin	Steve Adams	Dan English	Bruce MacNeil
37	50	33	73	31	43	7
38	117	53	127	65	98	8
39	88	101	132	92	87	8
40	96	80	129	87	81	6
42	60	29	69	39	47	5
43	104	54	121	70	78	10
44	93	33	97	46	76	6
45	61	35	77	46	45	3
46	123	85	162	88	107	15
47	147	90	180	105	121	14
48	63	29	73	44	45	7
49	68	44	78	48	62	6
50	51	33	72	44	40	3
51	42	22	51	25	37	2
52	72	43	89	44	65	8
53	86	37	95	51	63	8
54	104	41	95	54	87	6
55	85	26	80	35	70	5
56	88	23	83	29	76	4
57	82	22	68	28	67	8
58	158	37	126	47	135	10
59	76	18	74	24	67	4
60	75	21	79	31	61	4
61	20	7	21	7	18	3
62	33	25	44	28	28	1
CdA ABS	1074	530	1245	586	927	100
CdA/CdA ANNEX ABS	15	8	19	8	14	2
Co. Total	3131	1559	3559	1802	2645	263

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: November 17, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-15-4, Vacation of a Temporary Bicycle Trail Easement in the Riverstone Plat**

DECISION POINT

The applicant, JHM Investments, LLC, is requesting the vacation of a temporary easement fifteen feet (15') in width for a bicycle trail located across Tract C, Block 3, and Lot 1, Block 4, and Lots 4, 5, 6 and 7, Block 2 as shown on Sheet 6 of the Riverstone Plat. (See attached)

HISTORY

The temporary bicycle trail easement on the subject property was dedicated originally with the Riverstone Plat in 2000. In 2004, the Merritt Office Park Plat was recorded to accommodate development of this property and also did show said easement. (See attached) The easement crossed over Lots 13 and 14, Bk 1 and the subdivision common area Lot 15, Bk 1 of the Merritt Office Park.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on October 12, 2015, and, directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

PERFORMANCE ANALYSIS

Since a permanent bicycle path was dedicated just south of the requested vacation, the easement is no longer required or needed. This would eliminate any cause for concern for potential buyers of the previously mentioned Lots. The Development Review Team was informed about this vacation and did not have any concerns.

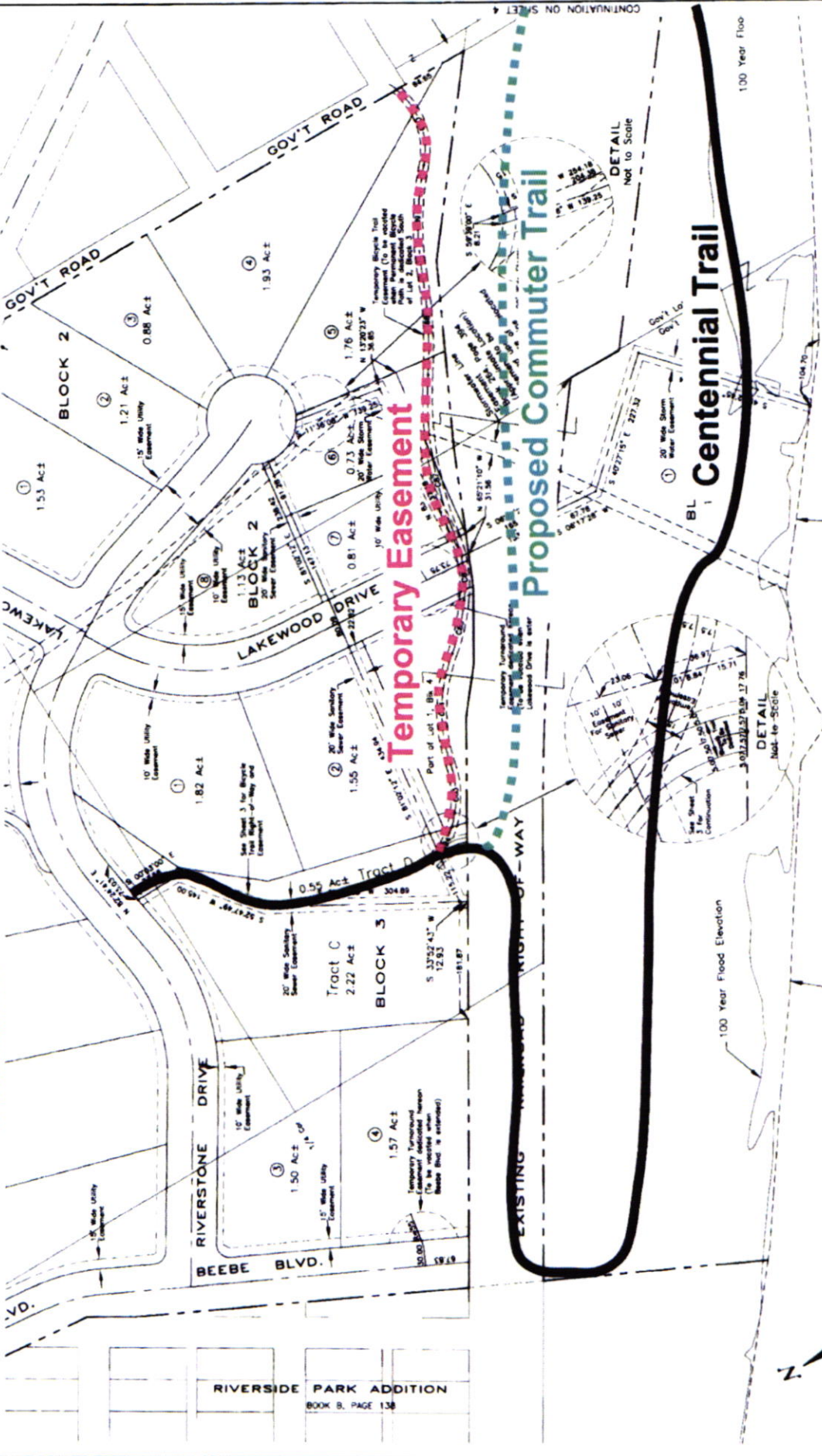
RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the noted easement to the applicant, JHM Investments.

Book I pg 250E #1651643

RIVERSTONE

CONTINUATION ON SHEETS 2 AND 5



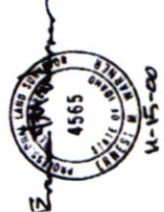
Temporary Easement

Proposed Commuter Trail

Centennial Trail

LEGEND

- ⊕ Find Aluminum Cap, 5" Diam
- ⊙ Find Bolt in Concrete
- Find 5/8" Steel Pin w/ Cap and 5013 Encaust on label
- Set 5/8" x 30" Steel Pin w/ NYC PLS 4565
- ⊗ Monument Case to be Set after Construction
- ⊙ 5/8" x 30" Steel Pin w/ Metal Cap and PLS 4565 to be Set after Construction
- △ 1/2" x 24" Steel Pin w/ NYC Mid PLS 4565 to be Set after Construction

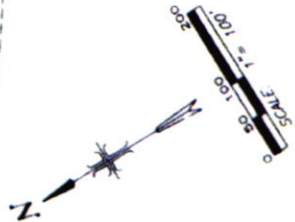


SPOKANE RIVER

FOR NOTES, SEE SHEET 1

Monitor Line Per Record of Survey Block 1.3 Page 66

Monitor Line Per Record of Survey Block 1.3 Page 66



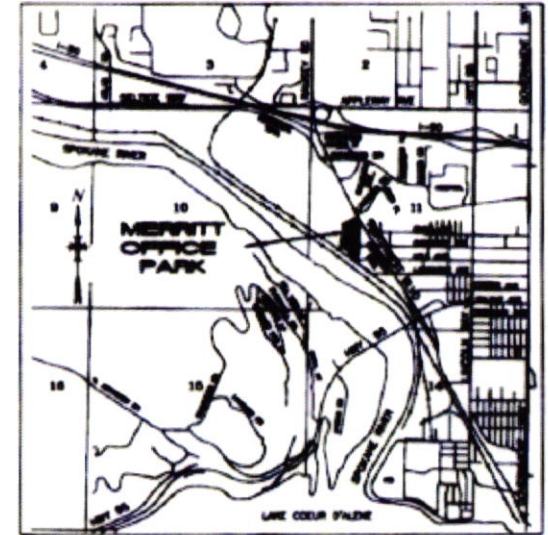
RIVERSIDE PARK ADDITION
BOOK 8, PAGE 138

MERRITT OFFICE PARK

Book 5 Page 36

LOTS 2, 3, 4 & 5, BLOCK 2 OF RIVERSTONE AND A PORTION OF VACATED GOVERNMENT ROAD IN THE SW1/4 OF SECTION 11, T 50 N, R 4 W B.M., CITY OF COEUR D'ALENE, KOOTENAI CO., IDAHO #1874831

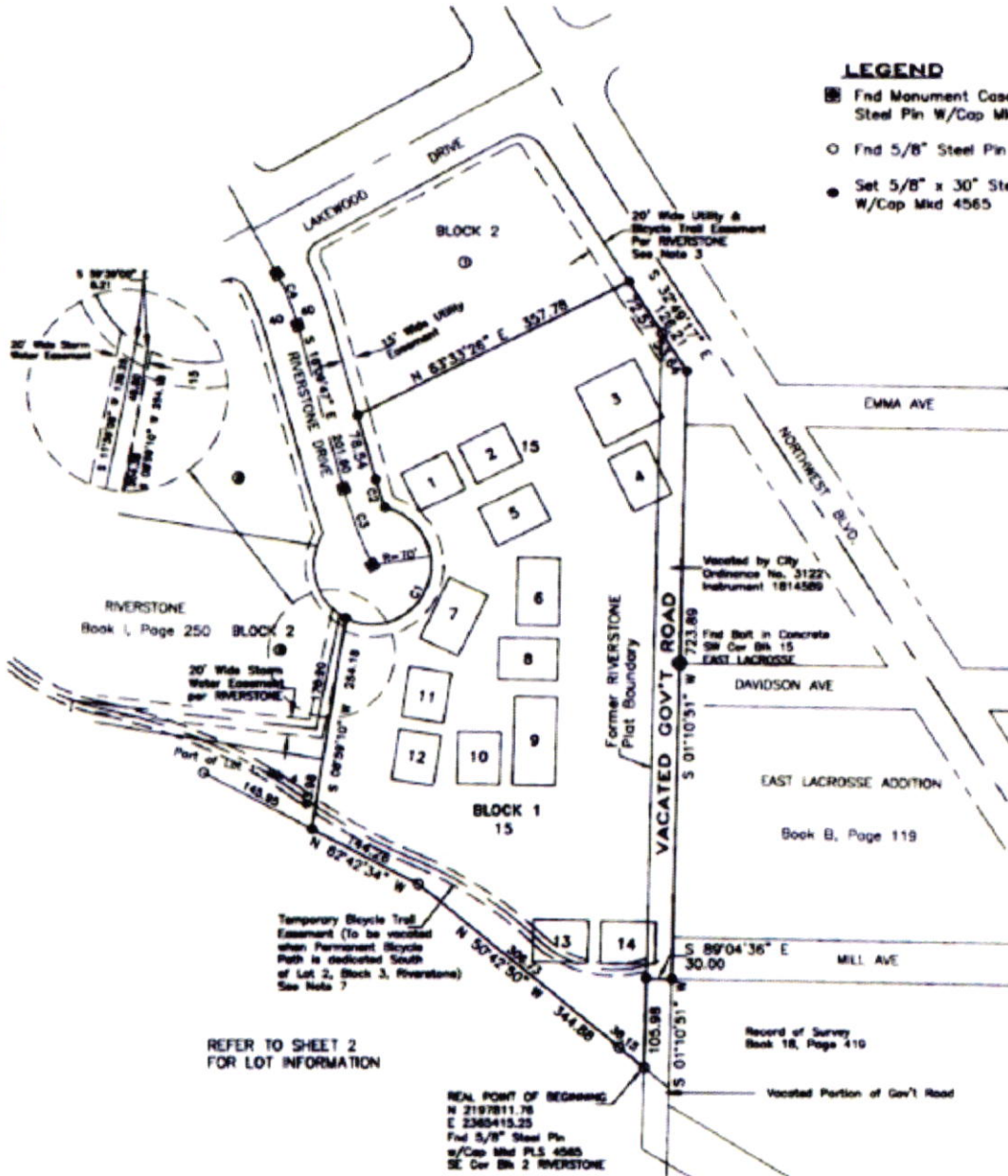
J-U-B ENGINEERS, INC.
2004



VICINITY MAP
Not to Scale

LEGEND

- Fnd Monument Case and 5/8" Steel Pin W/Cap Mkd 4565
- Fnd 5/8" Steel Pin W/Cap Mkd 4565
- Set 5/8" x 30" Steel pin W/Cap Mkd 4565



NOTES

1. Basis of bearing is N 50°42'50" W along the southwesterly line of Lot 5, Block 2 of the plat of RIVERSTONE filed in Plat Book 1 at page 250 (records of Kootenai County, Idaho).
2. Lots 1 through 14 are rectangles with parallel and right angle sides.
3. A 20' wide easement for utilities and Bicycle Trail created by the plat of RIVERSTONE. Portions of an easement for sewer line (Book 256, Page 660) lies within this easement. Portions of an easement to GTE (Book 341, Page 681) lies within this easement.
4. Tract 14 is common area. Ownership usage and maintenance will be per the covenants, conditions and restrictions.
5. This plat is subject to easements, covenants, conditions and restrictions contained in the Plat of RIVERSTONE.
6. Building and occupancy of this plot to conform to the covenants, conditions and restrictions recorded as Instrument No. _____, Records of Kootenai County, Idaho.
7. No building permits will be issued for lots 13 and 14 until a public bike/pedestrian right-of-way or temporary easement has been granted per the amended annexation agreement in city resolution No. 03-046 and the existing bike trail easement shown hereon has been vacated.

CURVE TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C1	194°40'03"	70.00	237.83	138.85	N19°39'18"E
C2	0°33'47"	577.63	35.92	35.91	N17°56'41"W
C3	0°04'32"	617.63	97.83	97.73	S2°42'03"E
C4	12°36'03"	300.00	65.98	65.84	S22°27'49"E

REFER TO SHEET 2 FOR LOT INFORMATION

REAL POINT OF BEGINNING
N 21°28'11.78
E 2360'415.25
Fnd 5/8" Steel Pin
w/Cap Mkd PLS 4565
SE Cor Bk 2 RIVERSTONE

Record of Survey
Book 18, Page 410



MEMORANDUM

DATE: NOVEMBER 17, 2015

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
POLICE CHIEF WHITE

RE: FEE INCREASES

DECISION POINT: To approve the establishment of fees within the Police Department.

HISTORY: The City is required to hold a public hearing for proposed fee increase that exceeds 5% or for the establishment of new fees.

The Police Department brought forward a request to create a program for Police Officers to work outside of their employment with the City for security and/or traffic control type duties. This program was approved by the City Council on November 3, 2015. Additionally, the Police Department has been providing the service of VIN inspections and would like to charge a minimal fee for that service.

The new fees are proposed as follows:

Creation of a VIN inspection fee: \$5.00

Creation of a fee for service of Police Officers for security and/or traffic control:

Patrol Officer: \$30.75 (2-hour minimum)

Sergeants: \$43.05 (2-hour minimum)

Lieutenants: \$55.35 (2-hour minimum)

Processing fee per request: \$20.00

Vehicle Use: \$20.00/4 hours (4-hour minimum per vehicle)

FINANCIAL: These fees should cover the cost of providing such services.

DECISION POINT/RECOMMENDATION: After hearing public testimony, approve the establishment of fees within the Police Department.

RESOLUTION NO. 15-064

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING CERTAIN CITY FEES WITHIN THE POLICE DEPARTMENT.

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

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

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

WHEREAS, after public hearing on the hereinafter provided fees, and after recommendation by the Police Chief, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the established fees be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that the following fees are adopted and effective upon passage of this Resolution:

- **VIN inspection fee: \$5.00**
- **Fee for service of Police Officers for security and/or traffic control:**
 - **Patrol Officer: \$30.75 (2-hour minimum)**
 - **Sergeants: \$43.05 (2-hour minimum)**
 - **Lieutenants: \$55.35 (2-hour minimum)**
 - **Processing fee per request: \$20.00**
 - **Vehicle Use: \$20.00/4 hours (4-hour minimum per vehicle)**

DATED this 17th day of November, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

_____ was absent. Motion _____

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

November 9, 2015
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

STAFF

Juanita Knight, Senior Legal Assistant
Bill Greenwood, Parks Superintendent
Mike Gridley, City Attorney
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Keith Erickson, Communications Coordinator

Item 1. Approval of the renewal of a right-of-way agreement at Independence Point with ROW Adventures.
(Consent Res. 15-063)

Bill Greenwood is requesting approval to renew the ROW Adventures agreement for an addition 3-year term to access Independence Point Beach for the purpose of launching kayaks for guided tours. Mr. Greenwood said this is the 5th season that we have allowed ROW to conduct these tours. The response indicates that it is successful and well received by the public.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-063 approving a Permit Agreement with ROW Adventures for an additional 3-year term for access to Independence Point for launching kayaks for guided tours. Motion Carried.

Item 2. Approval of Lease extension with Brooks Seaplane Service, Inc. for commercial dock Bay 5.
(Consent Res. 15-063)

Bill Greenwood is requesting approval to extend the Brooks Seaplane Service agreement for an additional 2-year term. Mr. Greenwood said Brooks Seaplane Service has been leasing Bay 5 on the commercial dock for over 20 years. The rental amounts, as per the lease agreement, is increased each year based on the current CPI (Consumer's Price Index). Mr. Greenwood added that Brooks Seaplane has a great reputation and are good tenants to have on the commercial dock.

MOTION: by Adams, seconded by Evans, to recommend that Council adopt Resolution No. 15-063 approving a Lease Agreement with Brooks Seaplane Service, Inc. for a 2-year term for moorage space on Commercial Dock Bay 5 . Motion Carried.

The meeting adjourned at 12:03 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

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

FUND	BALANCE 9/30/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2015
<u>General-Designated</u>	\$398,400	\$4,202	\$2,618	\$399,984
<u>General-Undesignated</u>	13,482,771	6,054,104	7,245,791	12,291,084
<u>Special Revenue:</u>				
Library	105,021	15,446	138,921	(18,454)
CDBG	(23,736)	80,628	57,179	(287)
Cemetery	(25,796)	49,641	85,661	(61,816)
Parks Capital Improvements	128,515	21,580	66,373	83,722
Impact Fees	4,035,726	91,710		4,127,436
Annexation Fees	31,330	4		31,334
Insurance	16,054	2,933	175,079	(156,092)
Cemetery P/C	1,743,178	2,183	14,249	1,731,112
Jewett House	36,092	80	18,250	17,922
Reforestation	17,023	402		17,425
Street Trees	230,704	7,828	150	238,382
Community Canopy	1,776		214	1,562
CdA Arts Commission	2,326			2,326
Public Art Fund	63,012	7		63,019
Public Art Fund - LCDC	449,904	55	12,000	437,959
Public Art Fund - Maintenance	120,887	15	9,090	111,812
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	471,843	10,312		482,155
LID Guarantee	37,501	5		37,506
LID 130 Lakeside / Ramsey / Industrial Park	-			-
LID 149 4th Street	-	2,104		2,104
<u>Capital Projects:</u>				
Street Projects	130,303	28,487	3,482	155,308
<u>Enterprise:</u>				
Street Lights	60,569	121,077	131,272	50,374
Water	738,730	856,388	482,919	1,112,199
Water Capitalization Fees	3,557,542	86,889		3,644,431
Wastewater	3,155,835	770,749	488,286	3,438,298
Wastewater-Reserved	1,046,045	27,500		1,073,545
WWTP Capitalization Fees	6,003,398	248,439		6,251,837
WW Property Mgmt	60,668			60,668
Sanitation	(141,793)	486,515	422,864	(78,142)
Public Parking	(276,530)	288,400	287,469	(275,599)
Drainage	361,710	87,053	22,311	426,452
Wastewater Debt Service	1,014,686	126		1,014,812
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	-	223,247		223,247
LID Advance Payments	2,546	1,192		3,738
Police Retirement	1,398,468	15,513	32,489	1,381,492
Sales Tax	1,592	1,115	1,592	1,115
BID	165,370	6,759		172,129
Homeless Trust Fund	-	415		415
GRAND TOTAL	\$38,601,670	\$9,593,103	\$9,698,259	\$38,496,513

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$235,945	\$26,379	11%
	Services/Supplies	11,400	749	7%
Administration	Personnel Services	256,143	23,864	9%
	Services/Supplies	49,120	286	1%
Finance	Personnel Services	669,468	61,770	9%
	Services/Supplies	128,610	6,855	5%
Municipal Services	Personnel Services	1,100,049	110,608	10%
	Services/Supplies	487,725	72,445	15%
	Capital Outlay			
Human Resources	Personnel Services	213,211	20,311	10%
	Services/Supplies	51,650	2,052	4%
Legal	Personnel Services	1,101,327	111,401	10%
	Services/Supplies	98,853	2,370	2%
Planning	Personnel Services	521,558	48,251	9%
	Services/Supplies	37,350	(1,081)	-3%
Building Maintenance	Personnel Services	350,898	28,342	8%
	Services/Supplies	146,875	276	0%
	Capital Outlay			
Police	Personnel Services	11,109,117	1,281,358	12%
	Services/Supplies	1,120,843	12,931	1%
	Capital Outlay	1,042,615	26,500	3%
Fire	Personnel Services	7,700,642	669,109	9%
	Services/Supplies	597,093	5,397	1%
	Capital Outlay	5,270,000	134,035	3%
General Government	Services/Supplies	49,250	(1,383)	-3%
	Capital Outlay			
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services			
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	29,710	454	2%
	Capital Outlay			
Streets	Personnel Services	2,138,021	247,305	12%
	Services/Supplies	680,080	28,176	4%
	Capital Outlay	80,000		
Engineering Services	Personnel Services	556,456	53,651	10%
	Services/Supplies	749,560	9,986	1%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2015	PERCENT EXPENDED
Parks	Personnel Services	1,409,262	132,241	9%
	Services/Supplies	518,800	8,219	2%
	Capital Outlay	45,000		
Recreation	Personnel Services	575,554	45,674	8%
	Services/Supplies	143,430	(217)	0%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	838,421	84,511	10%
	Services/Supplies	50,920	357	1%
	Capital Outlay	47,792		
Total General Fund		<u>40,217,748</u>	<u>3,253,182</u>	<u>8%</u>
Library	Personnel Services	1,172,301	107,986	9%
	Services/Supplies	196,850	16,141	8%
	Capital Outlay	140,000	5,343	4%
CDBG	Services/Supplies	529,424	7,953	2%
Cemetery	Personnel Services	173,772	17,579	10%
	Services/Supplies	100,500	2,182	2%
	Capital Outlay	30,000	29,400	98%
Impact Fees	Services/Supplies	1,842,000		
Annexation Fees	Services/Supplies			
Parks Capital Improvements	Capital Outlay	524,000	62,490	12%
Insurance	Services/Supplies	372,000	174,733	47%
Cemetery Perpetual Care	Services/Supplies	127,500	8,072	6%
Jewett House	Services/Supplies	29,355		
Reforestation	Services/Supplies	2,000		
Street Trees	Services/Supplies	100,000	150	0%
Community Canopy	Services/Supplies	1,500		
CdA Arts Commission	Services/Supplies	7,300		
Public Art Fund	Services/Supplies	324,000	12,260	4%
Total Special Revenue		<u>5,672,502</u>	<u>444,289</u>	<u>8%</u>
Debt Service Fund		<u>882,660</u>		

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ONE MONTH ENDED
October 31, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	555,000		
Seltice Way Sidewalks	Capital Outlay	79,000		
Front Avenue Project	Capital Outlay			
Govt Way - Hanley to Prairie	Capital Outlay	50,000		
Levee Certification	Capital Outlay	498,000		
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	150,000		
Mullan Road Realignment	Capital Outlay	1,000,000		
Kathleen Avenue Widening	Capital Outlay	325,000		
Margaret Avenue	Capital Outlay	65,000		
Ironwood / US 95	Capital Outlay	120,000		
Total Capital Projects Funds		2,842,000		
Street Lights	Services/Supplies	584,150	36	0%
Water	Personnel Services	1,965,322	187,923	10%
	Services/Supplies	4,319,099	64,584	1%
	Capital Outlay	2,026,000	22,222	1%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,506,979	233,694	9%
	Services/Supplies	7,060,119	15,918	0%
	Capital Outlay	4,520,000	2,999	0%
	Debt Service	2,178,063		
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,737,479	277,432	7%
Public Parking	Services/Supplies	167,896	6,780	4%
	Capital Outlay			
Drainage	Personnel Services	107,327	10,353	10%
	Services/Supplies	819,980		
	Capital Outlay	330,000		
Total Enterprise Funds		33,672,414	821,941	2%
Kootenai County Solid Waste		2,300,000		
Police Retirement		170,900	14,161	8%
Business Improvement District		186,000		
Homeless Trust Fund		5,000		
Total Fiduciary Funds		2,661,900	14,161	1%
TOTALS:		\$85,949,224	\$4,533,573	5%