



Coeur d'Alene

CITY COUNCIL MEETING

May 18, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
MAY 4, 2010**

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 May 4, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: The invocation was led by Major John Chamness, Salvation Army,

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

PROCLAMATION – BIKE MONTH: On behalf of Mayor Bloem, Councilman Bruning read the Mayor's proclamation declaring the month of May as Bike Month in the City of Coeur d'Alene. Monte McCully, Parks Dept. Trails Coordinator, accepted the proclamation and announced the activities being planned throughout the month. Details of this month's activities are listed on the City Parks website.

PROCLAMATION – NATIONAL SALVATION ARMY WEEK: On behalf of Mayor Bloem, Councilman Hassell read the Mayor's proclamation declaring the week of May 9th through May 16th as National Salvation Army Week in the City of Coeur d'Alene. Major John Chamness, from the Salvation Army and Executive Director of the Kroc Center, accepted the proclamation and announced the activities planned for the week of May 9th. He invited the public to an open house on May 15th for their one-year anniversary.

PUBLIC COMMENTS:

OSPREY PRESENTATION: Devon Erickson, presented his Eagle Scout Distinguished Service Hornaday Award project which is to mount a camera overlooking the Osprey nest in McEuen Field.

MC EUEN FIELD: Jim Shepperd, 2304 N. 4th, voiced his concern regarding the American Legion Baseball league on McEuen Field and noted that he would like to be involved in the redevelopment process of McEuen Field.

PARKSIDE BISTRO LEASE: Richard Kuck, attorney for Kevin Eskelin, 107 E. Foster, addressed the issue of keeping the Parkside Bistro open. He conceded that he cannot prove that the City would not be sanctioned if they allowed the Bistro to continue thus they will not seek continued operation; however, they would like to have the opportunity for Mr. Eskelin to have 30 days, not to continue his commercial operations, but to sell off or auction off the buildings fixtures and furnishings. City Attorney Gridley suggested that he and Parks Director Doug Eastwood meet with Mr. Kuck and Mr. Eskelin and then inform the Council of the actions taken.

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

1. Approval of minutes for April 20, 22, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, May 10th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-015: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE CITY'S PARTICIPATION IN THE KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL-HAZARD MITIGATION PLAN; APPROVING AN AGREEMENT WITH KOOTENAI MEDICAL CENTER FOR DRAWING BLOOD ALCOHOL SAMPLES; BID AWARD AND CONTRACT TO PLANNED AND ENGINEERED CONSTRUCTION FOR PHASE 2 OF THE WASTEWATER CURED IN PLACE PIPE (CIPP) SEWER LINE REPLACEMENT PROJECT; BID AWARD AND CONTRACT TO ACI NORTHWEST, INC. FOR THE 12TH AND 13TH / MARY LANE STREET IMPROVEMENT PROJECT; DECLARATION OF SURPLUS PROPERTY – LEGAL DEPARTMENT AND PROFESSIONAL SERVICES AGREEMENT WITH ACQUISITION SERVICES FOR RIGHT-OF-WAY ACQUISITION FOR THE GOVERNMENT WAY – DALTON TO HANLEY PROJECT.
4. Authorizing staff to proceed with the Eagle Scout Osprey Observation Camera project.
5. Approval of the Coeur d'Alene Open swim meet on August 14, 2010 at Independence Point.
6. Acceptance of donation for scoreboards at Ramsey Fields 4 & 5.
7. Approval of beer/wine/liquor license for Don's Liquor Sales at 301 N. 3rd.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy announced that the Committee to End Homelessness will hold a meeting on May 21st in the Library Community Room with the community's faith based services to review resources available.

COUNCILMAN EDINGER: Councilman Edinger introduced his son-in-law and granddaughter who are in the audience tonight.

COUNCILMAN BRUNING: Councilman Bruning announced that tomorrow, May 5th, at McEuen Field there will be a fundraising baseball game called “Home Run for the Homeless”. Additionally on May 12th, at 1:00 p.m. at 550 Neider there will be a ground breaking ceremony for the St. Vincent DePaul 37-unit, low-income senior housing project.

COUNCILMAN MC EVERS: Councilman McEvers asked City Attorney Mike Gridley to explain the Jim Brannon lawsuit against the City’s last election. City Attorney Gridley explained that there is a process for a recount if the election results are close or there is a process by which Mr. Brannon can sue the prevailing candidate which is what Mr. Brannon chose to do.

ADMINISTRATOR’S REPORT: Deputy City Administrator Jon Ingalls announced that the volunteers are being sought to plant trees on Seltice Way on May 8th at 8:30 a.m. at the trailhead parking lot on Northwest Boulevard. He thanked Scott Raser for his years of service to the Planning Commission and announced that anyone interested in volunteering to serve on the Planning Commission should contact Shana Stuhmiller. The Navy Band will be performing on May 11th from 5:00 to 7:00 p.m. at Riverstone Park and on May 13th from 5:00 to 7:00 p.m. in City Park. Mr. Ingalls noted that I-90 reconstruction is now underway from Post Falls east to the state line. This will cause delays and noted that at times there will be up to 15 minute delays. Bike to Work Week is May 16-22 with the City’s Bike to Work Day being May 17th. The Kootenai Area Construction Map is available online at www.kmpo.net which shows where this year’s construction will be occurring. This meeting’s bike safety tips included remembering to ride single file. The City’s Street Maintenance Department will begin their annual street striping project and asked residents to give the crews room to do their work and to avoid the wet paint. For more information on the street striping, call 769-2233. The Library is now available on Facebook. Transit information is available at <http://hb.transit.idaho.gov>. The City is receiving applications for seasonal part time workers for Parks and Street Dept.

SUPPORT FOR BAN ON TEXTING WHILE DRIVING: Councilman Kennedy noted that after communicating with the area’s state legislators the General Services Committee will be requesting that the City send a letter to the state legislators in support of a ban on texting while driving. City Attorney Mike Gridley reported the proposed legislation is to prohibit texting while driving and noted that both the Federal as well as the State level are looking at legislation prohibiting texting. He responded to the question if the City could enact their own ordinance, and noted that the City could do it, but we would have to post signs at all entrances to the City of this prohibition; however, from a practical sense it would be better to let the State enact regulations. Councilman Bruning noted that today if someone is texting and driving erratically they could be cited for inattentive driving. Motion by Kennedy, seconded by Edinger to direct staff to prepare a letter of support for a ban on texting while driving to be submitted to the State legislature. Motion carried.

REQUEST FOR QUALIFICATIONS – MCEUEN FIELD PROJECT: Parks Director Doug Eastwood reviewed the process for improvements to McEuen Field and further explained that the request for qualifications is for the actual design concept of McEuen Field which is to include the amenities recommended by previous studies and the community. Motion by Kennedy, seconded by Hassell to authorize staff to advertise for request for qualifications for the McEuen Field/Front

Street Project. Motion carried with Edinger voting no as he believes that the design could be developed with citizen input, city staff, and without hiring another consultant.

ORDINANCE NO. 3381
COUNCIL BILL NO. 10-1006

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 TO R-17 AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 2.17 ACRE PARCEL AT 3400 AND 3514 FRUITLAND LANE; 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 by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 10-1006.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 10-1006 by its having had one reading by title only.

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

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

The meeting adjourned at 7:55 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SOLID WASTE SYSTEM PARTICIPATION AGREEMENT , WITH KOOTENAI COUNTY.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with Kootenai County, for Solid Waste System Participation pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for Solid Waste System Participation, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 18th day of May, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

General Services Committee Staff Report

Date: May 10, 2010

From: Troy Tymesen, Finance Director

Subject: To approve the contract extension with Kootenai County, known as the Solid Waste System Participation Agreement

Decision Point:

To approve the agreement, to extend the existing Joint Powers Agreement also known as the Solid Waste System Participation Agreement with Kootenai County, for three years to match the term of the collection and recycling contract. This will facilitate the single stream recycling feature.

History:

The City entered into a 12-year Solid Waste System Participation Agreement with Kootenai County on July 1, 2000. This agreement is designed to assist the City in managing the solid waste collection and recycling programs effectively and efficiently and at the same time partnering with the County to manage the landfill. This agreement has been discussed with Council along with the single stream recycling feature. The exact agreement accompanies this staff report.

Financial Analysis:

There is no increase in the cost of this partnership to the City to extend the agreement by 3 years. It has been reviewed by the City's legal department.

Performance Analysis:

The City has been pleased with the agreement with Kootenai County. Thanks to this partnership it is proposed that the single stream recycling program will be operational in October of 2010.

Quality of Life Analysis:

The change to single stream recycling would increase the amount of recyclables and reduce the quantity of garbage going to the landfill, thus increasing its useful life. This change to single stream recycling would allow for recycling to take place at multifamily properties and commercial businesses.

Decision Point:

To approve the agreement, to extend the existing Joint Powers Agreement also known as the Solid Waste System Participation Agreement with Kootenai County, for three years to match the term of the collection and recycling contract. This will facilitate the single stream recycling feature.

SOLID WASTE SYSTEM PARTICIPATION AGREEMENT

This agreement made this 18th day of May, 2010 between the **City of Coeur d'Alene**, a municipal corporation organized pursuant to the laws of the State of Idaho and hereafter referred to as "City", and **Kootenai County**, a political subdivision of the State of Idaho, hereafter referred to as "County".

This agreement constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This agreement also supersedes any bid documents.

WITNESSETH

WHEREAS Idaho Code §31-4407A authorizes cities and counties to cooperate in the establishment of responsibilities when new solid waste systems are developed; and

WHEREAS Idaho §§50-344, 31-4403, and 67-2328 authorize cities and counties to contract for the maintenance and operation of solid waste collection and disposal systems by certain lawful means; and

WHEREAS, Kootenai County owns and operates the County's solid waste system, including a transfer stations and landfill under permits granted from the Idaho Division of Environmental Quality and Panhandle Health District, and

WHEREAS, the investment in such facilities constitute a major commitment of solid waste duties and authority, and

WHEREAS, establishment of said solid waste facilities will result in costs to be borne over future years, and

WHEREAS, the changing nature of solid waste handling, Solid Waste Cooperative Agreement responsibilities will bring future responsibilities for all local governments with authority to manage solid waste, and

WHEREAS, solid waste collection and disposal and curbside recycling can be performed efficiently and be cost effective if administered by one governmental unit, and

WHEREAS, combining responsibilities for collection and disposal of solid waste and collection and processing of curbside recycling will be in the best interest of the residents of Coeur d'Alene and Kootenai County, and

WHEREAS, The County and City agree the purpose of this agreement is to limit the City's responsibility for solid waste collection and curbside recycling programs and to allow the County to perform solid waste functions related to the City of Coeur d'Alene.

NOW, THEREFORE, it is hereby agreed, upon consideration of the reciprocal promises made herein, by and between the undersigned parties as follows:

SECTION 1. DEFINITIONS: For the purpose of this agreement the following definitions shall apply:

CURBSIDE RECYCLING: Materials collected for reuse or recycling through contract from residential units no larger than a duplex, available for occupancy, and commercial, Industrial and multi-family residences greater than a triplex made available but not under contract located within the incorporated limits of the City of Coeur d' Alene.

MUNICIPAL SOLID WASTE: Matter or substances in solid form produced through typical residential, commercial, or institutional activity, and intended to be discarded by their owner or possessor, and acceptable for processing through the Kootenai County solid waste disposal system. Included in said definition are household waste, domestic

waste, food wastes, yard wastes, containers and packaging, manageable durable consumer goods, nondurable consumer goods, construction wastes, demolition debris, household hazardous waste, and miscellaneous organic and inorganic wastes. Excluded from this definition, are industrial wastes, agricultural waste, sewage sludge, infectious wastes, commercial hazardous wastes, commercial and industrial non-hazardous process wastes, complete or large parts of auto or truck bodies, incinerator residue, sludge, liquid wastes, explosives, radio active waste and other problem, dangerous or near hazardous wastes as such are designated by applicable laws.

SOLID WASTE SYSTEM: A system owned and operated by Kootenai County for the handling of municipal solid waste (MSW) and specified recyclable materials. The Solid Waste System includes but is not limited to two Transfer Stations, Landfill and Rural Collections. Sub-elements include the ability to handle/ process garbage, recyclable materials and household hazardous waste. The system shall include a contract for the collection of MSW and Recyclables.

SECTION 2. PURPOSE. This Agreement is entered into for the purpose of establishing respective responsibilities concerning collection, disposal and management of solid waste and curbside recycling generated within the City of Coeur d'Alene, Kootenai County, Idaho.

SECTION 3. DUTIES OF KOOTENAI COUNTY. Pursuant to this agreement and provisions of Idaho statutes, Kootenai County hereby agrees to assume the following responsibilities for solid waste collection and disposal, and curbside recycling collection and processing generated within the corporate limits of the City of Coeur d'Alene:

(A) The County will undertake responsibility for administration of collection of municipal solid waste and curbside recycling within the city limits. The County's duties will include preparation of requests for proposal, advertising for bids, bidding, bid review and contracting with a hauler who will collect municipal solid waste and curbside recycling within the City.

(B) The County shall be responsible for the selection of the hauler, with one City representative participating in the selection process. Except to the hauling contract with Coeur d' Alene Garbage as reflected in City Resolution 91-067

(C) The County will accept for processing and disposal all municipal solid waste (MSW), whether from institutional, commercial or residential sources, regularly generated within the corporate limits of the City at the County's transfer station within the City of Coeur d'Alene, or other County facilities if developed in the future. All such municipal solid waste must comply with the definitions of municipal solid waste contained in state and federal law, any County ordinances or resolutions, and the terms of this Agreement, as such are now existing or to be adopted in the future, governing landfill or transfer station use. No hazardous waste or waste made dangerous by its condition, form, or character shall be included within the municipal solid waste that must be accepted for handling or disposal pursuant to this Agreement.

(D) The County shall contract on behalf of the City a recycling business to accept any recycled materials collected through the curbside recycling program generated within the City limits of Coeur d' Alene.

(E) The County shall assist in the disposal of any solid waste that is not acceptable for processing through the County's solid waste system in conjunction with those

agencies that can direct disposal or facilities that can properly process or dispose of such material.

(F) The County shall advise the City and communicate all current and future requirements established by federal, state and county authorities concerning all aspects of management of the quality, quantity, condition and character of the municipal solid waste and curbside recycling streams directed into the solid waste system.

(G) The County shall provide technical assistance in performance of required duties necessary to prepare solid waste to be disposed of and curbside recycling to be processed within the municipality's corporate limits through the county operated solid waste system, including actual performance of said duties when empowered and authorized by the City through ordinance adoption and/or execution of further agreements.

(H) The County shall assume responsibility for dealings with state and federal officials regarding compliance with requirements for operation of solid waste system components that the county operates or maintains.

(I) The County shall cooperate with the City in the development and implementation of a public information program to inform and educate the public regarding the recycling program, rate structure, and all other program changes.

(J) County shall set collection fees by contract amendment to be paid to the hauler once collection costs have been established with the hauler.

SECTION 4. DUTIES OF THE CITY. Pursuant to this Agreement and provisions of Idaho statutes, the City hereby commits to the following policies and agrees to

assume the following responsibilities for municipal solid waste and curbside recycling generated within its corporate limits:

(A) City shall exercise domain over municipal solid waste and curbside recycling generated within the City and to direct all municipal solid waste generated within the City to the Kootenai County solid waste system to the extent empowered by applicable state and federal law, and City/County agreements, including an agreement between the City and Coeur d'Alene Garbage, approved by Resolution 91-067. City assigns its rights of control of the solid waste stream to County in partial consideration of performance of this Agreement.

(B) City will use its best efforts to perform the duties prescribed herein consistent with applicable solid waste procedures, rules, contracts statutes and law. Materials collected through the Curbside Recycling program will be directed to the County's contracted recycling broker under contract specifically developed to receive materials received through curbside recycling. City recognizes that County's system has been sized to accommodate municipal solid waste and curbside recycling generated within the City. This covenant is a commitment for municipal solid waste system capacity pursuant to Idaho Code §31-4407A.

(C) For the duration of this Agreement, City shall adopt ordinances and resolutions necessary to enable solid waste disposal system operation to function within the corporate limits of the City consistent with existing county solid waste ordinances and procedures. Differences in terms of ordinances and resolutions may be allowed to the extent that solid waste system performance is not compromised and that costs to the County system are not measurably increased.

(D) City shall assist County with location and approval of facilities within the City necessary to enable the operation of the municipal solid waste disposal system.

(E) Any questions from City residents concerning their billing shall be directed to the City. Questions or concerns regarding collection shall be directed primarily to the contracted hauler. All unresolved issues shall be directed to the County. No fees shall be waved during any dispute hearing without the agreement of the City and County.

(F) The City agrees to direct their flow of refuse to the County System during the entire term of the contract with the hauler approved by the Board of County Commissioners of September 26, 2000.

SECTION 5. SHARED DUTIES. The City and County hereby commit to cooperate through ongoing communication and planning to coordinate performance of the terms of this agreement. To that end the parties will:

(A) Endeavor to take mutually beneficial actions to minimize costs while maximizing the effectiveness of solid waste system operation.

(B) Provide information to one another, in the spirit of good faith and fair dealing, about municipal solid waste system alternatives, allowing as much lead time as possible in order to facilitate accommodation of changes in system operation as selected by County.

(C) City will handle all billing for collection of municipal solid waste and curbside recycling generated within its city limits. County will handle all billing for solid waste disposal fees. The City may collect such additional funds from the citizens or businesses of Coeur d' Alene to defray any costs associated with the administration of their billing for solid waste services. Such compensation shall be subject to change as

necessary to assure full coverage of expenses by the City for performing such billing and collection of payments and to compensate the City for road wear caused by haulers collection vehicles in accordance with a City established formula. The recycling funds from recycling shall be paid to the City by the recycler. The City agrees to provide an accounting to the County for each payment to include weights and payment amounts.

SECTION 6. COMPLIANCE WITH IDAHO CODE §67-2328. This Agreement shall constitute a joint exercise of powers authorized pursuant to Idaho Code §967-2328. Accordingly the following general provisions shall be applicable to the performance of duties pursuant to this Agreement:

(A) DURATION. The duration of this Agreement shall be ten (10) years from its first effective date (July 1, 2000) unless mutual agreement is reached on prior termination. At the conclusion of ten (10) years of performance of this Agreement the Agreement will automatically renew for an additional six (6) years unless either party expressly rejects, as a result of action by its governing board, such renewal by written notice to the other party.

(B) ORGANIZATION. This Agreement does not establish a new legal entity. Each party is responsible for performance of the duties outlined herein and retains such liabilities as might attach to its performance of those duties.

(C) FISCAL PARTICIPATION. The manner of financing and maintaining a budget for the cooperative undertaking has been set forth herein. If performance of the duties established by this agreement require fiscal participation by the city, the revenue measure(s) employed to provide funds shall rest in the sound discretion of the respective governing boards of the entities involved, unless otherwise agreed.

Communications regarding matters with budgetary consequences will be made by either party in order that a subsequent year's responsibilities can be properly budgeted. Any significant changes in the financial obligation associated with use of the system will be preceded by a conference regarding proposed changes.

(D) PROPERTY. It is not contemplated that property will be acquired as a result of this cooperative undertaking. If it is, the party which purchases the property will be entitled to its return upon dissolution of this Agreement, unless other arrangements are mutually agreed to by the parties.

(E) ADMINISTRATION. This joint undertaking shall be administered by the Kootenai County Board of Commissioners acting through the Kootenai County Solid Waste Department.

SECTION 7. PREMATURE TERMINATION. Should performance of the duties associated with this Agreement be abandoned or otherwise terminated by City prior to the scheduled date of termination, the City agrees to continue billing and payment of the fees to the hauler for a period of ninety days. The City further agrees that during this time shall take reasonable efforts to assist the County in assuming the billing responsibilities to include turning over all necessary billing information and other billing data as needed.

SECTION 8. PERFORMANCE OF DUTIES - BEST EFFORTS. Both parties agree that they will use their best efforts to perform the duties established by this Agreement and to supply information as required to comply with any statutes or associated duties of compliance. If state or federal law changes within the duration of

this Agreement, the parties agree to modify this agreement to accommodate such change in the way(s) most likely to accomplish the mutual purposes identified herein.

SECTION 9. GENERAL PROVISIONS

(A) This Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho. Jurisdictions for resolution of disputes arising from conformance with this Agreement shall rest with the courts of the State of Idaho; venue shall lie in Kootenai County.

(B) Should legal action be necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys fees.

SECTION 10. TERMINATION. Participation in this project may be terminated with the consent of both parties provided that written notice is tendered at least thirty (30) days prior to the requested date of termination. The termination notice requirement may be waived in the event of an emergency. The respective parties agree, in the event of termination by either of the parties, to continue efforts to minimize liability exposure and to cooperate to the fullest extent possible to complete performance of the agreement.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be held unenforceable or invalid by a court of competent jurisdiction, the provisions not affected by said decision shall remain in full force and effect.

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

KOOTENAI COUNTY

By:

By: _____

Sandi Bloem, Mayor

Its: _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

By: _____

Its: _____

RESOLUTION NO. No. 10-017

A RESOLUTION of City of Coeur d'Alene, Kootenai County, Idaho, accepting the proposed engineer's report relating to the assessment roll for Local Improvement District No. 149; setting the time and place for the hearing on said assessment roll; providing for publication of notice of the hearing; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO as follows:

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho, (the "City"), is a political subdivision operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create Local Improvement Districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, the Council, by Ordinance No. 149, adopted on December 2, 2008, created Local Improvement District No. 149 ("LID No. 149"), provided for certain improvements to be made therein, and provided that a portion of the cost and expense of said improvements be assessed against the property benefited thereby; and

WHEREAS, the improvements in LID No. 149 have been completed; and

WHEREAS, in accordance with Section 50-1712, Idaho Code, the Engineer has submitted a report showing in detail the total cost and expenses of the improvements, the dollar amount payable from assessments and from other sources, and a form of assessment roll numbering each assessment, giving the name, where known, of the owner of each lot or parcel of

property assessed, and showing the amount chargeable to each lot or parcel of property, according to the method of assessment as described by Ordinance No. 3346, as recommended by the Engineer; and

WHEREAS, the Council desires to set a hearing in accordance with Section 50-1712, Idaho Code, where the Council will meet in open session to consider the Engineer's report and the assessment roll and hear all objections to the assessment roll by the owners of property within LID No. 149;

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

Section 1: ENGINEER'S REPORT ACCEPTED

The report of the Engineer, containing all costs for LID No. 149, as well as a clarification of the sources of City funds and proposed assessment amounts, is hereby received and accepted.

Section 2: ASSESSMENT ROLL ORDERED FILED

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

Section 3: TIME, DATE AND PLACE OF HEARING

Tuesday, June 15, 2010, at 6:00 p.m., at the Coeur d'Alene City Library Community Room, located at 702 E. Front Ave., Coeur d'Alene, Idaho 83814, is hereby fixed as the time and place when and where this hearing shall be held, at which time the Council will meet in open session and consider additional information and comments and pass on all objections to the assessment roll by the owners of property within LID No. 149.

Section 4: NOTICE OF HEARING; PUBLICATION

The Clerk of the City is hereby directed to give notice that said hearing will be held by publication in two successive weekly issues (or three successive days if published daily) of the

official newspaper of the City, with the first notice published not less than fifteen (15) days before the date fixed for hearing objections to said assessment roll. The published notice shall be in substantially the form set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 5: NOTICE OF HEARING; MAILING

The Clerk is also directed to give notice of said hearing by mailing written notice to each owner or reputed owner of property within LID No. 149 at least fifteen (15) days prior to the date set for hearing. Such mailed notice shall be in substantially the form set forth in Exhibit "B" attached hereto and made a part hereof by this reference.

Section 6: EFFECTIVE DATE OF RESOLUTION

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

PASSED at a regular meeting of the City Council, City of Coeur d'Alene, Kootenai County on the 18th day of May, 2010.

CITY OF COEUR D'ALENE

Mayor

ATTEST:

City Clerk

(S E A L)

* * * * *

I, the undersigned, Clerk of the City of Coeur d'Alene, Kootenai County, Idaho, hereby certify that the foregoing Resolution is a full, true, and correct copy of the Resolution duly adopted at a regular meeting of the Council, duly and regularly held at the regular meeting place thereof on May 18, 2010, of which meeting all members of the Council had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

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

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City of Coeur d'Alene, Kootenai County, Idaho, on May 18, 2010.

City Clerk

(S E A L)

EXHIBIT A

CITY OF COEUR D'ALENE, KOOTENAI COUNTY
NOTICE OF HEARING ON ASSESSMENT ROLL
FOR LOCAL IMPROVEMENT DISTRICT NO. 149

NOTICE IS HEREBY GIVEN that on Tuesday, June 15, 2010, at 6:00 p.m., the City Council of City of Coeur d'Alene, Kootenai County, Idaho (the "Council") will conduct a hearing at the Coeur d'Alene City Library Community Room, located at 702 E. Front Ave., Coeur d'Alene, Idaho 83814, for the purpose of hearing and considering public comment on the assessment roll for Local Improvement District No. 149.

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

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

Each owner of property within Local Improvement District No. 149 is hereby further notified that in revising the assessment roll at or after the hearing, the Council may increase any assessment or assessments up to twenty percent (20%) of the original amount thereof without giving further notice and holding a new hearing.

The owner or owners of any property assessed on the assessment roll, whether or not said owner is named on the assessment roll, may, on or before 5:00 p.m. on the date of said hearing, file with the Clerk, in writing, at the address below, objections to said assessment. Any objections not so filed, will be deemed waived.

Mail to:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Hand Deliver to:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

DATED this 18th day of May, 2010.

CITY OF COEUR D'ALENE

By: _____
City Clerk

EXHIBIT B

CITY OF COEUR D'ALENE, KOOTENAI COUNTY
NOTICE OF HEARING ON ASSESSMENT ROLL
FOR LOCAL IMPROVEMENT DISTRICT NO. 149

NOTICE IS HEREBY GIVEN that on Tuesday, June 15, 2010, at 6:00 p.m., the City Council of City of Coeur d'Alene, Kootenai County, Idaho (the "Council") will conduct a hearing at the Coeur d'Alene City Library Community Room, located at 702 E. Front Ave., Coeur d'Alene, Idaho 83814, for the purpose of hearing and considering public comment on the assessment roll for Local Improvement District No. 149.

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

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

Each owner of property within Local Improvement District No. 149 is hereby further notified that in revising the assessment roll at or after the hearing, the Council may increase any assessment or assessments up to twenty percent (20%) of the original amount thereof without giving further notice and holding a new hearing.

The owner or owners of any property assessed on the assessment roll, whether or not said owner is named on the assessment roll, may, on or before 5:00 p.m. on the date of said hearing, file with the Clerk, in writing, at the address below, objections to said assessment. Any objections not so filed, will be deemed waived.

Mail to:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Hand Deliver to:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

DATED this 18th day of May, 2010.

CITY OF COEUR D'ALENE

By: _____
City Clerk

Parcel Number: _____

Owner: _____

Assessment Amount: \$ _____

CIT COUNCIL STAFF REPORT

To: The Mayor and City Council

Date: May 5, 2010

From: Vonnie Jensen, Deputy Finance Director

Subject: Early Payoff of Local Improvement District (LID) Loans from DEQ

DECISION POINT:

To approve a cost savings in loan interest expenses by paying off three LID loans with the State of Idaho Department of Environmental Quality (DEQ). This expenditure is not included in this year's financial plan.

HISTORY:

The City entered into three loans with DEQ in the 1990s to fund six septic tank abatement projects impacting over 1,400 property owners. These loans are being paid with yearly proceeds from LID assessments that are charged to the property owners that received the benefit, transfers from the General Fund and transfers from the LID Guarantee Fund.

FINANCIAL ANALYSIS:

As mortgage interest rates have fallen, over 90% of the homeowners in these LID areas have refinanced their mortgages and paid off their LID assessments early. This has caused a gap in the interest amount collected from homeowners and the amount owing to DEQ. The combined payoff for these three loans would be \$535,197.71 if paid before May 31, 2010. Currently the City is holding \$171,604.20 in the LID funds, \$227,288 in the LID Guarantee Fund and \$80,000 reserved in the General Fund totaling \$478,892. The difference needed to complete the payoffs would be \$56,305. This difference would be paid from the General Fund and would make it possible to reduce the yearly transfers from the General Fund to the LID Guarantee Fund in the future. The principal amount still owing from homeowners who have not paid off their LIDs is \$80,147.40. This amount combined with the interest collected would be placed in the LID Guarantee Fund in order to build that balance for future LIDs bonds that may not be adequately funded.

PERFORMANCE ANALYSIS:

The City will save \$43,473 in interest expense over the next seven years if the following loans with DEQ are paid off this month – loan #1890-03, #1891-04 and #1892-09.

DECISION POINT/RECOMMENDATION:

To approve a cost savings in loan interest expenses by paying off three LID loans with the State of Idaho Department of Environmental Quality. This expenditure is outside this year's financial plan.

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

May 10, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

STAFF PRESENT

Vonnie Jensen, Deputy Finance Director
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Wendy Gabriel, City Administrator
Victoria Bruno, Project Coordinator
Juanita Knight, Senior Legal Assistant

Item 1. Council Bill No. 10-1007 / Amending 3rd Street Parking Regulations.
(Agenda Item)

Victoria Bruno, Project Coordinator, is asking Council to consider amending Municipal Code Section 10.26.040, Item B, in order to suspend multi-unit vehicle-only parking effective 12:00 a.m., December 21st until 12:00 p.m., March 20th. Ms. Bruno explained that by providing parking during the off season for single-unit vehicles close to Tubbs Hill, the city will encourage greater use of Tubbs Hill during the winter months as well as year-round use of its parking facilities.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Council Bill No. 10-1007 amending the Municipal Code suspending multi-unit vehicle-only parking effective 12:00 a.m., December 21st until 12:00 p.m., March 20th.

Item 2. Participation Agreement / Kootenai County Solid Waste.
(Consent Resolution No. 10-016)

Troy Tymesen, Finance Director, is requesting Council approve the agreement to extend the existing Joint Powers Agreement also known as the Solid Waste System Participation Agreement with Kootenai County, for three years to match the term of the collection and recycling contract. This will facilitate the single stream recycling feature. Mr. Tymesen explained that the City entered into a 12-year Solid Waste System Participation Agreement with Kootenai County on July 1, 2000. This agreement is designed to assist the City in managing the solid waste collection and recycling programs effectively and efficiently and at the same time partnering with the County to manage the landfill.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 10-016 approving the Solid Waste System Participation Agreement with Kootenai County.

Item 3. DEQ Loans for Local Improvements Districts / Authorization for an Early Pay-Off.
(Consent Calendar)

Vonnie Jensen, Deputy Finance Director, is requesting the Council approve a cost savings in loan interest expenses by paying off three LID loans with the State of Idaho Department of Environmental Quality (DEQ). The City entered into three loans with DEQ in the 1990s to fund six septic tank abatement projects impacting over 1,400 property owners. These loans are being paid with yearly proceeds from LID assessments that are charged to the property owners that received the benefit, transfers from the General Fund and transfers from the LID Guarantee Fund. The City will save \$43,473 in interest expense over the next seven years if the following loans with DEQ are paid off this month.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council approve a cost savings in loan interest expenses by paying off three (3) LID loans with the State of Idaho Department of Environmental Quality.

The meeting adjourned at 12:08 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

GENERAL SERVICES COMMITTEE

DATE: May 5, 2010
FROM: Victoria Bruno, Project Coordinator
SUBJECT: Amending Municipal Code Section 10.26.040, Item B.

DECISION POINT:

To consider amending Municipal Code Section 10.26.040, Item B, in order to suspend multi-unit vehicle-only parking effective 12:00 a.m. December 21st until 12:00 p.m., March 20th.

HISTORY:

The 3rd Street Parking Lot has 50 designated spaces for vehicle and boat trailer parking all-year long. If there is a window of time when it is highly unlikely that boaters would be using the boat ramp, it is possible to allow vehicles without trailers to park in these designated spaces. By choosing a narrow timeframe, from winter solstice to the first day of spring, the lot could accommodate our single-unit vehicles during the off season, and still provide a public launch and the accompanying parking for vehicles and boat trailers during the greater part of the year.

FINANCIAL ANALYSIS:

The costs for publishing and codifying the amendments to City Codes have been included in the Municipal Services Department budget. It is anticipated that revenues will be decreased because of this change. The cost of signage will be approximately \$100.00.

PERFORMANCE ANALYSIS:

By providing parking during the off season for single-unit vehicles close to Tubbs Hill, the city will both encourage greater use of Tubbs Hill during the winter months as well as year-round use of its parking facilities.

DECISION POINT:

To consider amending Municipal Code Section 10.26.040, Item B, in order to suspend multi-unit vehicle-only parking effective 12:00 a.m. December 21st until 12:00 p.m., March 20th.

COUNCIL BILL NO. 10-1007
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.26.040 SUSPENDING THE MULTI-UNIT VEHICLE-ONLY PARKING EFFECTIVE 12:00 A.M., DECEMBER 21ST UNTIL 12:00 P.M., MARCH 20TH; 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 recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 10.26.040, is hereby amended to read as follows:*

10.26.040: 3RD STREET PUBLIC PARKING LOT; USE REGULATIONS:

There are established the following rules and regulations governing the use of the 3rd Street public parking lot:

- A. No unit shall be parked in said parking lot which has an overall length of more than forty four feet (44').
- B. No single-unit vehicle shall be parked in spots marked for multi-unit vehicles, except from 12:00 a.m. December 21st until 12:00 p.m., March 20th.
- C. No boat trailers shall be left detached from towing vehicle.
- D. Motor vehicles shall be parked in said parking lot within the places designated by markers and as nearly in the center of the designated stalls as possible.
- E. No vehicle shall be driven in said parking lot on any other than the designated roadways and shall be driven in the direction only as indicated by signs.
- F. No vehicle shall be driven on any roadway in said parking lot at a speed greater than five (5) miles per hour.
- G. No vehicle shall be parked and left unattended on any roadway in said parking lot.
- H. No vehicle shall be driven into or out of said parking lot at other than the designated entrances and exits.

- I. No person shall use any portion of said public parking lots in a manner as to endanger the person or property of another.
- J. No person shall distribute, throw or affix any literature, handbills or fliers in said parking lot into any car while parked in said parking lot or on any car parked in said parking lot.
- K. No vehicle shall be parked or allowed to remain parked in the lot for more than seventy two (72) hours unless the owner has purchased a permit from the city's parking lot manager.
- L. Fees for parking in the 3rd Street public parking lot shall be established by resolution of the city council.
- M. No person shall camp or sleep in said parking lot either in, on or near a vehicle between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M.
- N. The above parking provisions will not apply to city vehicles operated in the normal course of city business.
- O. No cranes shall be allowed in said parking lot except as allowed by subsection N of this section. However, cranes may be allowed in the event an emergency is declared by the mayor.
- P. No trailer parking without a vehicle is allowed.

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

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

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

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

APPROVED, ADOPTED and SIGNED this 18th day of May, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 10.26.040 3rd Street Public Parking Lot; Use Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.26.040 SUSPENDING THE MULTI-UNIT VEHICLE-ONLY PARKING EFFECTIVE 12:00 A.M., DECEMBER 21ST UNTIL 12:00 P.M., MARCH 20TH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 10.26.040 3rd Street Public Parking Lot; Use Regulations, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 18th day of May, 2010.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 3/31/2010	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2010
General-Designated	\$562,721	\$48,891	\$64,184	\$547,428
General-Undesignated	5,507,790	5,113,443	5,383,337	5,237,896
<u>Special Revenue:</u>				
Library	175,259	19,534	101,964	92,829
CDBG	(148)		6,862	(7,010)
Cemetery	(74,057)	18,457	41,094	(96,694)
Parks Capital Improvements	241,449	2,702	16,604	227,547
Impact Fees	1,897,551	141,100	1,084	2,037,567
Annexation Fees	62,837	9		62,846
Insurance	1,889,340	820	8,077	1,882,083
Cemetery P/C	1,854,155	7,609	1,200	1,860,564
Jewett House	10,032	861	974	9,919
KCATT	3,410	1		3,411
Reforestation	8,468	1,426	220	9,674
Street Trees	213,049	8,429	4,901	216,577
Community Canopy	932	90	147	875
CdA Arts Commission	287		10	277
Public Art Fund	27,855	4		27,859
Public Art Fund - LCDC	267,549	37	4,000	263,586
Public Art Fund - Maintenance	113,623	15	780	112,858
KMPO - Kootenai Metro Planning Org	18,442	10,969	21,191	8,220
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,103,697	12,454		1,116,151
LID Guarantee	283,155	172		283,327
LID 124 Northshire/Queen Anne/Indian Meadows	2,648			2,648
LID 127 Fairway / Howard Francis	520	332		852
LID 129 Septic Tank Abatement	167,600	172		167,772
LID 130 Lakeside / Ramsey / Industrial Park	20,778			20,778
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	161,490		83,450	78,040
<u>Capital Projects:</u>				
Street Projects	582,166	4,581	35,775	550,972
2006 GO Bond Capital Projects	3,265	66	6,832	(3,501)
<u>Enterprise:</u>				
Street Lights	94,446	40,570	42,367	92,649
Water	1,120,605	197,323	295,016	1,022,912
Water Capitalization Fees	792,913	73,324	1,880	864,357
Wastewater	11,620,972	625,644	1,417,686	10,828,930
Wastewater-Reserved	988,698	27,500		1,016,198
WWTP Capitalization Fees	1,061,336	127,491	2,788	1,186,039
WW Property Mgmt	60,668			60,668
Sanitation	(50,634)	250,016	249,705	(50,323)
Public Parking	635,005	10,594	6,036	639,563
Stormwater Mgmt	523,669	111,094	64,442	570,321
Wastewater Debt Service	422			422
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	180,508	177,039	180,508	177,039
LID Advance Payments	386	40		426
Police Retirement	1,358,559	21,292	28,911	1,350,940
Sales Tax	1,897	1,102	1,897	1,102
BID	133,063	6,262		139,325
Homeless Trust Fund	493	389	493	389
GRAND TOTAL	\$33,628,869	\$7,061,854	\$8,074,415	\$32,616,308

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 30-Apr-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2010	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$106,559	58%
	Services/Supplies	14,360	4,729	33%
Administration	Personnel Services	483,605	282,223	58%
	Services/Supplies	5,500	2,872	52%
Finance	Personnel Services	637,704	368,749	58%
	Services/Supplies	116,240	62,502	54%
Municipal Services	Personnel Services	822,699	461,414	56%
	Services/Supplies	463,207	271,657	59%
Human Resources	Personnel Services	203,034	120,266	59%
	Services/Supplies	34,600	12,026	35%
Legal	Personnel Services	1,228,228	708,507	58%
	Services/Supplies	92,260	50,365	55%
	Capital Outlay			
Planning	Personnel Services	491,222	285,338	58%
	Services/Supplies	29,200	3,910	13%
Building Maintenance	Personnel Services	267,082	152,507	57%
	Services/Supplies	124,354	73,699	59%
Police	Personnel Services	8,504,121	4,766,864	56%
	Services/Supplies	695,924	309,351	44%
Fire	Personnel Services	6,391,258	3,769,164	59%
	Services/Supplies	383,290	196,254	51%
General Government	Services/Supplies	163,250	163,228	100%
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies	87,343	371,975	426%
COPS Grant	Personnel Services		105,966	
	Services/Supplies		13,490	
CdA Drug Task Force	Services/Supplies	51,640	23,571	46%
	Capital Outlay		96,000	
Streets	Personnel Services	1,686,286	940,617	56%
	Services/Supplies	470,400	148,715	32%
ADA Sidewalk Abatement	Personnel Services	162,946	69,527	43%
	Services/Supplies	58,500	8,167	14%
Engineering Services	Personnel Services	347,291	210,227	61%
	Services/Supplies	732,050	110,708	15%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 30-Apr-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2010	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	635,090	54%
	Services/Supplies	426,260	139,195	33%
Recreation	Personnel Services	599,152	295,771	49%
	Services/Supplies	141,150	90,901	64%
Building Inspection	Personnel Services	797,620	417,226	52%
	Services/Supplies	35,800	16,009	45%
Total General Fund		<u>28,114,370</u>	<u>15,865,339</u>	<u>56%</u>
Library	Personnel Services	941,698	536,878	57%
	Services/Supplies	184,000	94,933	52%
	Capital Outlay	60,000	35,200	59%
CDBG	Services/Supplies	304,576	64,636	21%
Cemetery	Personnel Services	148,024	92,392	62%
	Services/Supplies	65,450	37,786	58%
	Capital Outlay	25,200	107,696	427%
Impact Fees	Services/Supplies	830,000	454,976	55%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	165,462	73%
Insurance	Services/Supplies	201,243	160,309	80%
Cemetery Perpetual Care	Services/Supplies	98,500	56,789	58%
Jewett House	Services/Supplies	17,100	6,870	40%
Reforestation	Services/Supplies	2,500	236	9%
Street Trees	Services/Supplies	41,500	27,401	66%
Community Canopy	Services/Supplies	1,000	528	53%
CdA Arts Commission	Services/Supplies	6,600		
Public Art Fund	Services/Supplies	173,000	126,264	73%
KMPO	Services/Supplies	650,000	204,961	32%
Total Special Revenue		<u>4,177,391</u>	<u>2,373,317</u>	<u>57%</u>
Debt Service Fund		<u>2,153,383</u>	<u>887,123</u>	<u>41%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
30-Apr-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2010	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000	4,985	4%
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	94,234	9%
Howard - Neider Extension	Capital Outlay	200,000	399,319	200%
Howard Street - North	Capital Outlay		152,045	
4th St - Lakeside to Harrison	Capital Outlay		594,972	
15th Street - Lunceford to Dalton	Capital Outlay	400,000	2,146	1%
3rd St & Harrison signal	Capital Outlay	275,000		
15th St & Harrison signal	Capital Outlay		893	
Intersection of Hanley & US95	Capital Outlay		110,871	
Fire Dept GO Bond Expenditure	Capital Outlay		52,057	
Total Capital Projects Funds		2,000,000	1,411,522	71%
Street Lights	Services/Supplies	555,571	318,228	57%
Water	Personnel Services	1,432,550	798,386	56%
	Services/Supplies	3,722,007	670,131	18%
	Capital Outlay	755,700	557,625	74%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	1,136,695	54%
	Services/Supplies	5,190,638	1,542,908	30%
	Capital Outlay	13,118,436	4,370,473	33%
	Debt Service	1,489,110	52,000	3%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	1,808,153	58%
Public Parking	Services/Supplies	173,957	100,888	58%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	222,630	57%
	Services/Supplies	523,737	233,140	45%
	Capital Outlay	475,000	197,552	42%
Total Enterprise Funds		34,499,491	12,008,809	35%
Kootenai County Solid Waste		2,400,000	1,046,524	44%
Police Retirement		237,500	123,811	52%
Business Improvement District		142,000	60,000	42%
Homeless Trust Fund		5,000	3,194	64%
Total Fiduciary Funds		2,784,500	1,233,529	44%
TOTALS:		\$73,729,135	\$33,779,639	46%