

Coeur d'Alene

CITY COUNCIL MEETING

June 5, 2012

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Kennedy, Gookin, Adams

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 15, 2012, 2012**

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 15, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Loren Ron Edinger) Members of Council Present
Woody McEvers)
Deanna Goodlander)
Mike Kennedy)
Steve Adams)
Dan Gookin)

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

INVOCATION: The Invocation was led Jonathan Owens, Heart of the City Church.

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

PROCLAMATION – SAFE BOATING MONTH Mayor Bloem declared the month of May as Safe Boating Month in the City of Coeur d'Alene and noted that Saturday, May 19th begins Safe Boating Week. Kathy Goodwin, Coast Guard Auxiliary accepted the proclamation.

PRESENTATION – IDAHO'S HALL OF FAME: Freeman Duncan from the Hall of Fame organization presented Major Chamness with the Salvation Army's Ray and Joan Kroc Community Center's induction into the Idaho Hall of Fame. Mr. Duncan noted that there is a display in the State Capitol of all the inductees.

PUBLIC COMMENTS:

CENTENNIAL TRAIL SEAL COATING: Nick Snyder, representing the Kootenai County Commissioners, asked that the Council remove the contract for the seal coating of the Centennial Trail. He noted the reason is that the County has a new grants writer and he has not had the opportunity to review the grant requirements.

EAST SHERMAN: Stacy Armstrong, 2009 S. Riverwood Drive, asked what the city is going to do with the east Sherman beautification project in light of the City spending \$14.2 million on the park which she believes is a vote for the have's vs. the have not's. She also commented that the City directs where LCDCs spends their money. Mayor Bloem responded that the development of East Sherman is not currently in the Urban Renewal District although it could be an urban renewal district in the future. Ms. Armstrong asked why the downtown core received improvements and not East Sherman. Mayor Bloem noted that the Downtown project was completed by grant funds, city funds and the largest portion of the cost coming from an LID by the property owners. Councilman Gookin commented that he believes that building heights in that area is an issue that has not yet been resolved, and that is one of the reasons why the project

was put on hold.

LIBRARY PARKING: Lorna Carpenter, 902 E. Hastings, opposes charging for parking in the Library Parking lot.

MAYOR/COUNCIL COMPLIMENTED: Gary Johnson, 601 E. Front Avenue expressed his appreciation for Mayor Bloem and Councilmen Goodlander, McEvers, and Kennedy for their vision and work towards helping make our community the envy of the entire area and their leadership has created many beautiful features for our community including the Kroc Center, Education Corridor, Cherry Hill Park, Riverstone Park and the Library to name a few. He stated that he will be here to support the council through this recall process.

RECALL: Frank Orzell, 310 E. Garden Avenue, commented that he had received complaints of intimidation. John Montandon, 6269 E. French Gulch Rd., commented that he allowed the recall group to use his parking lot and as a result he received calls from clients stating that they were going to stop doing business at his store and believes that this is a form of intimidation. Mayor Bloem noted that this is a very personal time for her and the Council being recalled and their families. She respects the right of citizens to shop where they want, but she does not condone any threatening or intimidation.

LIBRARY PARKING: John Williams, 6222 Parkwood Drive, Coeur d'Alene, noted that he is on the city's Parking Commission and reported the history of why the Library is requesting the 2-hour parking enforcement. He noted that employees of downtown businesses and downtown patrons are using the Library parking lot instead of the City parking lot which then does not allow enough parking for Library patrons. He noted that the Parking Commission has sent letters to the area employers asking them to have their employees park elsewhere, to no avail. He also noted that the city's parking ticket fees are the lowest in the region. He also noted that anyone who is a patron of the Library and receives a ticket can appeal their parking ticket.

Susan Snedaker, 821 Hastings, had attended a meeting at the Library that lasted over 3 hours and commented that the Council would be eliminating a large number of people from using the Library. She believes that the Council is being shortsighted in requiring a 2 hour parking limit. Mayor Bloem asked for clarification. Troy Tymesen noted that if there is an event being held in the Library for more than 3 hours the Library will issue a pass to the event participants and noted that research has revealed that most meetings do not go longer than 2 hours.

MC EUEN PARK: Chris Meyer, 1034 E. Pine, looks forward to the redesign of McEuen Park. He congratulated the City for their role in the Bike to Work Week.

BIKE TO WORK: Tina Johnson 601 E. Front, commented on the Bike to Work Week and encouraged Council to keep making Coeur d'Alene a bicycle friendly community. She noted that bicycling is becoming more of a means of transportation to and from to work than just entertainment.

RECALL: Jennifer Drake, 1418 E. Skyway Drive, spoke on behalf of the Stop the Recall process. She has dealt with personal attacks, and believes that the Council and Mayor being recalled have done their job as duly elected officials. She believes that the Recall group that is calling for recall of half the Council and the Mayor because of a difference of opinion and

believes that this is an abuse of the recall laws. She has witnessed outright lies, falsehoods and degrading comments made by the Recall group in an attempt to get signatures and believes it is despicable this group feels that such negativity is best for this town. She also went on record as saying the Mayor and Council did not have anything to do with the calls to Mr. Montandon's business.

Linda Wolovich, 1018 B Street, commented that she has carried the petition to recall the Mayor and three Councilmen. She asked the Council if they had any ideas on how they could stop this recall effort. She would like to keep McEuen Park natural.

Rita Sims Snyder 808 Front Avenue, spoke in support of the recall.

Sarah Meyer, 1034 E. Pine Avenue, expressed her hope that the recall organizers would stop their negativity, their personal attacks, and their intimidation, which is not being done by the Mayor and Council, and focus on the facts.

BUS STOP: Russell McLain, Kootenai County, thanked the Fire Department for cleaning up the gas station where the bus stop was located on East Sherman.

RECESS: Mayor Bloem called for a recess at 7:25 p.m. The meeting reconvened at 7:35 p.m.

CONSENT CALENDAR: Motion by Edinger seconded by Goodlander to remove Item 3a from the Consent Resolution. Motion carried. Motion by Goodlander, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for April 30, May 1, 2, 9, 2012.
2. Setting of General Services Committee and the Public Works Committee meetings for May 21, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 12-016: 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 BID AWARD AND CONTRACT WITH POE ASPHALT FOR THE CENTENNIAL TRAIL AND PRAIRIE TRAIL SEAL COATING AND APPROVING A CONTRACT WITH COEUR D'ALENE PAVING, INC. FOR ASPHALT PATCHING FOR THE WATER DEPARTMENT.
4. Approval of declaring a city vehicle (Buick Century) as surplus
5. Approval of Bills as submitted and on file in the Office of the City Clerk.
6. Setting of public hearing for ZC-3-12 (2022 N. Gov't Way) for June 19, 2012

ROLL CALL: McEvers, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOOKIN: Councilman Gookin expressed his thanks to the IT Team for streaming Council meetings so that anyone can now click on the video with their computer mouse at any point in the meeting. He asked about the Treasurers Cash and Transactions report and if that was in compliance with the Idaho Code for the required quarterly reporting. He would like to have this as an agenda item so he can ask questions regarding the report.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel responded to comments made about the decrease in parking spaces at the City parking lot and that the proposed parking facility will net an increase in parking spaces and by constructing the facility the park will also gain approximately 5 acres of park land. She announced that President Obama has proclaimed today, May 15, 2012, as Peace Officers Memorial Day, and has directed that all units of government fly their flags at half-staff today. In addition, President Obama has proclaimed May 13th through May 19th as Police Week. The Mullan Road Storm Drain Construction project is in full swing! Traffic on Mullan Road and Park Drive will be impacted during the twenty (20) day construction period, with slight disruptions and delays, but no road closures are anticipated. Recently, the Memorial Field grandstand received some much needed refurbishment including a new coat of paint thanks to some volunteer labor and donated paint. The City of Coeur d'Alene would like to publically thank the volunteer efforts of the AmeriCorps lead by Sheri Williams, volunteers from NIC, and volunteers from our Senior Softball league lead by Doug Wood. We would like to also thank Bob Legasa from RML Painting for their excellent work and Sherwin Williams who donated the majority of the paint. We would also like to recognize the Idaho Panhandle Kiwanis for their fine efforts to cook up hamburgers and hot dogs for the volunteers. Bike to Work is this week. Cyclists are encouraged to ride their bikes to work or school every day this week. Events for the remainder of the week includes: Wednesday – Scottish Beer Tasting at 5:30 p.m. at Pilgrim's market, followed by the movie "The Flying Scotsman" at 6:00 p.m.; Friday – Moonlight Ride. Participants will meet at the Vertical Earth bike shop located in Riverstone Square at 9:00 p.m. and ride down the Centennial Trail to Higgins Point and back. Headlights are required. An open house has been scheduled for viewing and commenting on the Natural Open Space Master Plan on Thursday, May 17th, at 6:00 p.m., in the Library Community Room. The open house is an invaluable forum for questions to be answered by the Natural Open Space Committee and staff, and for making comments on the plan. Comment sheets will be provided for written input. The purpose of the Natural Open Space Management Plan is to set forth guidelines to acquire, protect, maintain, and manage significant natural landscapes for present and future generations. The Natural Open Space Management Plan for the Coeur d'Alene Parks Department is also available online for review and comment at www.cdaidparks.org. For more information, please call 769-2252. Recently, Coeur d'Alene Police Officers, Kelly, Tenney and Tufford assisted Lakes Middle School complete a Bike Safety video project at Lakes Middle School to help promote safety. Patrons using the computer catalog at any of the member libraries for the Cooperative Information Network beginning April 30th will use the Koha computer catalog system that will replace the current system. The city will start Spring Street striping this week as weather permits. This work will take about 12 days of good weather to get accomplished. Striping is done only in the daytime when the weather is warm enough for the paint to dry quickly. Citizens are urged to be watchful for painting operations throughout the city over the next few weeks and yield to painting operations to avoid wet paint. For more information, please call 769-2233. A new site called "McEuen Park Currents" has been created and it is located at www.cdaidparks.org. Just scroll down the Parks Department home webpage and you will find the "McEuen Park Currents" link. The former McEuen website has been removed. The information on the web site at this time is the power point presentation that was given at the City Council meeting on March 6th.

ORDINANCE NO. 3441
COUNCIL BILL NO. 12-1008

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 2.66.010 TO REMOVE THE REQUIREMENT THAT ONE MEMBER OF THE PARKING COMMISSION BE FROM THE "COMMITTEE OF 9" AND INSTEAD REQUIRE THAT POSITION BE FROM THE COMMUNITY AT LARGE; 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.

Councilman Gookin asked that instead of having a member at large that we have someone selected from the East Mullan Historical Homeowners Association. Mr. Tymesen responded that the Parking Commission had discussed that but feels that by naming a specific group it could create a quorum issue if no one from that group wants to volunteer to serve on the Committee.

Motion by Kennedy, seconded by Goodlander to pass the first reading of Council Bill No. 12-1008.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 12-1008.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, Aye; Goodlander, Aye. Motion carried.

ON-STREET PARKING ENFORCEMENT ALONG PARK DRIVE: Councilman Kennedy explained the justifications of having Diamond Parking enforce the no parking zone versus having our Police Department spend time doing the enforcement. Mr. Tymesen also noted that the Parking Commission has been discussing various ways to enforce this no parking zone and have concluded that this is the best option at this time. Councilman Gookin asked about increasing the fine for parking in a no parking zone which currently is \$15.00. Mr. Tymesen responded that the Council may increase any fees. Motion by Kennedy, seconded by Edinger to direct staff to prepare an amendment to the Diamond on-street parking enforcement agreement to include enforcement of No Parking on Park Drive. Motion carried.

RESOLUTION NO. 12-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PARKING LOT USE AGREEMENT WITH THE COEUR D'ALENE URBAN RENEWAL AGENCY d/b/a LAKE CITY DEVELOPMENT CORPORATION FOR USE OF THE COEUR D'ALENE LIBRARY PARKING LOT.

Mr. Tymesen explained the lease agreement with LCDC is needed because the City is not the vested owner of that property and in order for the City to place regulations on the parking lot that property needs to be placed under the City's jurisdiction.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-017.

ROLL CALL: Adams, Aye; Edinger, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

ORDINANCE NO. 3442
COUNCIL BILL NO. 12-1015

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.15.030 REGARDING SUSPENDING FEES AND ADOPTING A NEW SECTION 4.15.115 TO ESTABLISH ADDITIONAL PARKING REGULATIONS FOR THE LIBRARY PARKING LOT; 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.

Mr. Tymesen noted that the Parking Commission has worked with the Library Board for a long period of time and that the parking lot was designed to be used for the Library patrons. Councilman Adams noted that the Parking Commission has been discussing this issue for over two years and the parking lot usage will continue to be monitored.

Motion by Kennedy, seconded by Adams to pass the first reading of Council Bill No. 12-1015.

DISCUSSION: Councilman Goodlander noted that the Library Board has been discussing this issue for several years as well. She noted that one of the biggest complaints that they receive from the Library patrons is there is no place to park. Mr. Tymesen noted that the enforcement of the 2-hour parking would end at 5:00 p.m. each day. He also added that enforcement would begin at 9:00 a.m. each morning. Councilman Gookin asked why we don't do parking meters. Mr. Tymesen noted that parking meters are expensive to buy and enforcement is more costly.

ROLL CALL: McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin, No; Goodlander, Aye; Kennedy, Aye. Motion carried.

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 12-1015 by its having had one reading by title only.

ROLL CALL: McEvers, Aye; Adams, Aye; Edinger, Aye; Gookin Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

AMENDING PARKING LOT ENFORCEMENT AGREEMENT WITH DIAMOND PARKING: Motion by Kennedy, seconded by Goodlander to direct staff to prepare an amendment to the Diamond Parking off-street parking enforcement agreement to include the Library parking lot. Motion carried.

2011 PLAN YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT: Mayor Bloem read the rules of order for this public hearing. Renata McLeod, Project Coordinator, gave the staff report.

Mrs. McLeod reported that the City is required to submit an annual performance report with a thirty-day public comment period. The notice of the public comment period was published on April 4, 2012, and the public hearing notice was published on May 8, 2012, with the public comment period ending May 4, 2012. No comments were received. She also noted that the report was sent to approximately 100 stakeholders and the City received no comments.

Stephanie Sherman, from Panhandle Area Council and the City's grant administrator, reviewed the activities of the HUD program for the past year. She reported that by having Council authorize this report it will allow staff to submit the report timely, and stay in compliance with the HUD regulations.

DISCUSSION: Councilman Kennedy asked if EMRAP is available for mobile home housing. Stephanie responded that mobile/manufactured homes now can apply for this funding.

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

MOTION: Motion by Edinger, seconded by Kennedy to approve the CDBG 2011 Plan Year Consolidated Performance and Evaluation Report and authorize staff to submit the report in compliance with HUD regulations. Motion carried with Adams voting no.

EXECUTIVE SESSION: Motion by Goodlander, seconded by Kennedy to enter into Executive Session as provided by I.C. 67-2345 §A: To consider hiring a public officer, employee, staff member or individual agent.

ROLL CALL: McEvers, Aye; Goodlander, Aye; Gookin, Aye; Kennedy, Aye; Edinger, Aye; Adams, Aye. Motion carried.

The Council entered into Executive Session at 8:30 p.m. Members present were the Mayor, City Administrator, City Council, City Attorney and Deputy City Administrator.

Matters discussed were those of hiring a City Clerk. No action was taken and the Council returned to its regular session at 8:40 p.m.

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

The meeting adjourned at 8:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 12-018

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 REPEALING RESOLUTION NO. 11-001 WHICH ESTABLISHED A TAXICAB PICK-UP / DROP OFF "OPEN STAND" ON THE 4TH DAY OF JANUARY 2011; APPROVING A CONTRACT FOR DRILLING ATLAS TEST WELL WITH H2O WELL SERVICES, INC.; APPROVING S-2-03 FINAL PLAT APPROVAL AND MAINTENANCE / WARRANTY AGREEMENT FOR WATERFORD 7TH ADDITION; APPROVING SS-5-12 FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ELMER'S ADDITION TO COEUR D'ALENE; APPROVING AMENDMENT NO. 4 TO THE DIAMOND PARKING AGREEMENT – ON-STREET PARKING ENFORCEMENT TO INCLUDE PARK AVENUE; APPROVING AMENDMENT NO. 4 TO THE DIAMOND PARKING AGREEMENT – PARKING LOT ENFORCEMENT TO INCLUDE LIBRARY PARKING LOT; AND APPROVING THE DESTRUCTION OF RECORDS – LEGAL DEPARTMENT / CIVIL DIVISION.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 7" and by reference made a part hereof as summarized as follows:

- 1) Repealing Resolution No. 11-001 which established a taxicab pick-up / drop off "Open Stand" on the 4th day of January 2011;
- 2) Approving a Contract for Drilling Atlas Test Well with H2O Well Services, Inc.;
- 3) Approving S-2-03 Final Plat Approval and Maintenance / Warranty Agreement for Waterford 7th Addition;
- 4) Approving SS-5-12 Final Plat Approval and Subdivision Improvement Agreement for Elmer's Addition to Coeur d'Alene;
- 5) Approving Amendment No. 4 to the Diamond Parking Agreement – On-Street Parking Enforcement to include Park Avenue;
- 6) Approving Amendment No. 4 to the Diamond Parking Agreement – Parking Lot Enforcement to include Library Parking Lot;
- 7) Approving the Destruction of Records – Legal Department / Civil Division;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 7" 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 5th day of June, 2012.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

STAFF REPORT

TO: GENERAL SERVICES COMMITTEE

FROM: Steve Childers, Captain

DATE: May 21, 2012

RE: Create a “No Pick-up/Drop-off Zones”

Decision Point:

To approve the removal of the designated evening taxi parking zone located along the east curb line in the south 100 blk of 4th St. The parking spaces would be returned to normal parking practices.

History:

An attempt was made to create an evening taxi parking zone, however the creation of this zone was not the success once imagined. The zone was not used by the taxi companies and our motorists continued to use these spaces even though there was signage prohibiting the use.

Financial Analysis:

No financial impact.

Performance Analysis:

The goal of the designated evening taxi parking zone was to consistently provide a central location where patrons’ downtown can access transportation that is convenient and reliable. To ensure the public safety of pedestrians, taxi customers, and passengers we propose that taxi companies utilize open parking spaces rather than the taxi zone

Quality of Life Analysis:

This proposed taxi parking zone was designed to provide an option for transportation and increase public safety while working with the bar/restaurant owners.

Decision Point:

To approve the removal of the designated evening taxi parking zone located along the east curb line in the south 100 blk of 4th St. The parking spaces would be returned to normal parking practices.

Repealed

RESOLUTION NO. 11-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO CREATING A TAXI CAB PICK UP / DROP OFF "OPEN STAND."

WHEREAS, the Chief of Police has received input and advice from the Coeur d' Alene Downtown Business Association concerning the creation of a Taxicab pick up / drop off "Open Stand" in the downtown area; and

WHEREAS, Coeur d' Alene Municipal Code Section 5.56.010 defines "Open Stands" as a public place alongside the curb of a street or elsewhere in the City which has been designated by the Chief of Police for use by taxicabs; and

WHEREAS, Coeur d' Alene Municipal Code Section 5.56.120 provides the Chief of Police the authority and discretion in determining the location for "Open Stands" for taxicabs; and

WHEREAS, The Chief of Police has designated the areas described below as "Open Stands"; and

WHEREAS, the Mayor and City Council have determined that it is in the publics interest to acknowledge and memorialize the establishment of a Taxicab pick up / drop off "Open Stand" in the location set forth below; NOW, THEREFORE,

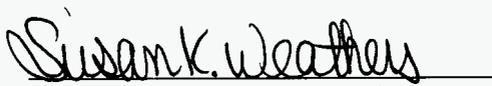
BE IT RESOLVED, that the Mayor and City Council of the City of Coeur d'Alene acknowledge that the following area has been designated by the Chief of Police as a Taxicab pick up / drop off "Open Stand":

Located on the east side of 4th Street from Front Avenue to Sherman Avenue from 10:00 p.m. to 4:00 a.m., seven days a week.

DATED this 4th day of January, 2011.


Sandi Bloem, Mayor

ATTEST:


Susan K. Weathers, City Clerk

Motion by Kennedy, seconded by Edinger, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER BRUNING	Voted Aye
COUNCIL MEMBER HASSELL	Voted Aye
COUNCIL MEMBER KENNEDY	Voted Aye
COUNCIL MEMBER GOODLANDER	Voted Aye
COUNCIL MEMBER MCEVERS	Voted Aye
COUNCIL MEMBER EDINGER	Voted Aye

Motion carried.

**CITY COUNCIL
STAFF REPORT**

DATE: June 5, 2012
FROM: Terry W. Pickel, Assistant Superintendent, Water Department
SUBJECT: Approval of Contract for drilling of Atlas Test Well

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DECISION POINT: Staff requests Council approval of a contract with H2O Well Services to drill a 6” test well on property northeast of the Atlas Road and Hanley Avenue intersection for establishment of a proposed new municipal well site.

HISTORY: Due to the unanticipated failures of the Hawk’s Nest and the Kathleen Test Wells which resulted in borderline arsenic levels in 2008 and 2011 respectively, staff has been actively searching for another suitable well site. JUB Engineering had previously provided staff with a copy of the known TCE and Arsenic plumes which have been plotted within this region of the City. This has allowed staff to more effectively locate potential well sites. However, vacant property adjacent water to infrastructure large enough to handle the anticipated flows necessary to supply anticipated growth is very difficult to acquire. Fortunately, we have been very graciously assisted by one of the area developers in acquiring a new potential site on property that is designated for Fire Station #4. With the potential acquisition of some additional property frontage should the test well prove viable, it is anticipated that both facilities can be incorporated into the one site for better security and access.

FINANCIAL ANALYSIS: Staff requested three quotations from local Idaho licensed drillers for the proposed 6” test well. Three quotations were received by the closing date of May 17th with the results being; \$19,660.00 by H2O Well Service, \$36,770.00 by Horsley Drilling, and \$41,562.00 by United Crown Pump and Drilling. The lowest quotation supplied by H2O Well Services included all specified provisions to achieve the highest water quality samples, sieve analyses to determine the proper screen slot sizing for the future production well, and specific capacity tests to determine the maximum yield of the aquifer in this area for future pump sizing. The test well was provided for in the 2011-12 Budget with a line item balance of \$800,000 which included additional monies to secure purchase of any applicable property, design and drilling of the production well. The funding source will be from cap fees.

PERFORMANCE ANALYSIS: The drilling of a preliminary test well will allow the City to better determine whether the water quality at this site meets the specific guidelines established by the Safe Drinking Water Act for potable drinking water prior to investing a great deal of resources in a production well. It will also give staff and the designer of the future production well the expected quantity of water available to properly size the future well and all related pumping equipment. In addition it will be beneficial to our knowledge of the geologic make up of the aquifer in this area for any other future sites. Should the test well indicate that the site is not suitable for this purpose, we will continue to search for alternative sites.

DECISION POINT/RECOMMENDATION: Staff is requesting approval by City Council of a contract with H2O Well Services for \$19,660.00 for the drilling of the Atlas 6” Test Well in anticipation of future construction of a municipal production well at the Atlas Road/Hanley Avenue site.

Atlas Test Well Quotes
Contractors

Item	United Crown Pump and Drilling	H2O Well Services	Horsley Drilling	Hiddleston Drilling		
Test Well	\$ 41,562.00	\$ 19,660.00	\$ 36,770.00	N/A		
Total	\$ 41,562.00	\$ 19,660.00	\$ 36,770.00	-	-	-

CONTRACT

THIS CONTRACT, made and entered into this 6th day of June, 2012, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the “**CITY**”, and H2O Well Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 582 West Hayden Avenue, Hayden, ID 83835, hereinafter referred to as “**CONTRACTOR**”,

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for drilling of the Atlas Test Well according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed Nineteen Thousand, Six Hundred Sixty and 00/100 Dollars (\$19,660.00).

Payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be sixty (60) calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred and No/100 Dollars (\$1,500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.

3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Quotes
- B) Quotation Forms as Required
- C) Contract
- D) Notice of Award
- E) Notice to Proceed
- F) General Conditions
- G) Technical Specifications
- H) Special Provisions

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

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 the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:
H2O WELL SERVICE, INC.**

Sandi Bloem, Mayor

By: _____

ATTEST:

Its: _____

Susan K. Weathers, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: June 5, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Landings at Waterford 7th Addition: Final Plat, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. Approve the final plat document, a ten (10) lot residential subdivision.
2. City Council acceptance of the installed public improvements for The Landings at Waterford 7th Addition subdivision.
3. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Mulligan Investment, LLC
1250 Northwood Center Court
Suite "A"
Coeur d'Alene, ID 83815
- b. Location: Freeland Drive, between Carrington Lane and Downing Lane.
- c. Previous Action:
 1. Final plat approval of the Landings at Waterford 6th Addition, Nov. 1, 2011.

FINANCIAL ANALYSIS

The developer has entered into an Maintenance/Warranty Agreement and is providing warranty security amounting to \$8,200.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on June 5, 2013.

DECISION POINT RECOMMENDATION

1. Approve the final plat document and direct staff to proceed with the recordation.
2. Accept the installed public improvements.
3. Approve the Maintenance/Warranty Agreement and accompanying security.

LANDINGS AT WATERFORD 7th ADDITION

A REPLAT OF LOT 2, BLOCK 3 OF LANDINGS AT WATERFORD SIXTH ADDITION
 A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INSTR. NO. _____

BASIS OF BEARING

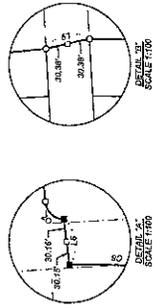
THE BASIS OF BEARING FOR THIS SURVEY IS THE OLD WEST ZONE, USING THE 1983 NAD 83 COORDINATE SYSTEM. THE CONVERGENCE ANGLE AT THE EAST QUARTER CORNER OF SECTION 23 IS -00'46"22" AND THE PROJECT SCALE C.A.P. = 0.9991. BEARINGS SHOWN HEREON ARE GRID BEARINGS UNLESS OTHERWISE NOTED. THE ELEVATION AT THE NORTHEAST CORNER OF SECTION 23 IS 2202.

NOTE

THERE HAS BEEN NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, INCLUDING ENCUMBRANCES OF RECORD, EXCEPT FOR THOSE SHOWN HEREON.

REFERENCE DOCUMENTS

- P-1) PLAT OF LANDINGS AT WATERFORD SIXTH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK K OF PLATS, PAGE 384, RECORDS OF KOOTENAI COUNTY, IDAHO.
- P-2) PLAT OF LANDINGS AT WATERFORD SIXTH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK K OF PLATS, PAGE 384, RECORDS OF KOOTENAI COUNTY, IDAHO.
- P-3) PLAT OF LANDINGS AT WATERFORD SIXTH ADDITION PREPARED BY INLAND NORTHWEST CONSULTANTS AND FILED AT BOOK K OF PLATS, PAGE 384, RECORDS OF KOOTENAI COUNTY, IDAHO.



LEGEND

- FOUND SET BEARING WITH PLASTIC CAP MARKED 'PLS 1097' OR AS NOTED
- FOUND SET BEARING WITH 1" X 1" ALUMINUM CAP MARKED 'PLS 1037'
- SET 50" X 30" REBAR WITH PLASTIC CAP MARKED 'PLS 4162'
- SET 1/2" X 2" REBAR WITH PLASTIC CAP MARKED 'PLS 1037'
- ⊙ SET 5/8" X 3/4" REBAR WITH PLASTIC CAP MARKED 'PLS 4162'
- △ CALCULATED POINT, NOTHING FOUND OR SET
- ▽ TRUE POINT OF BEGINNING

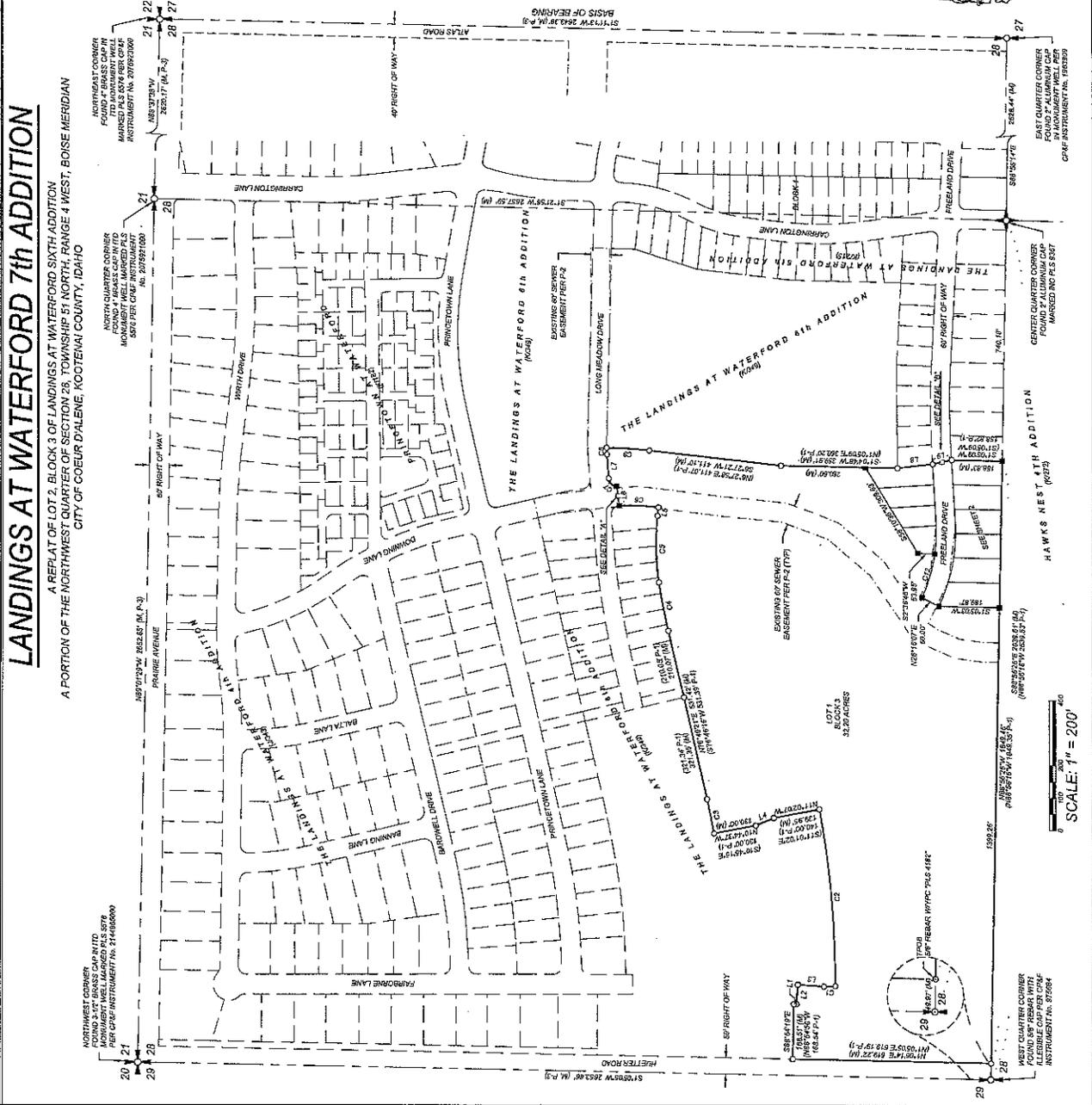


DRAWING BY:	SMA
CHECKED BY:	DES
SCALE:	1" = 200'
DATE:	03/09/21
JOB NO.:	12402

PLUTTS: MAY 03, 2011 - 5:14pm

12402 12-D10-F04000

3



SCALE: 1" = 200'

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of June, 2012 between Mulligan Investments, LLC, whose address is 1250 Northwood Center Court, Suite "A", Coeur d'Alene, ID, 83814, with Thomas Anderl, Managing Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Landings at Waterford 7th Addition, a ten (10) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Landings at Waterford 7th Addition", signed and stamped by Drew Dittman, PE, # 11138, dated March 12, 2012, including but not limited to: potable water main line and appurtenances, concrete roll curb, stormwater drainage swales, drywells and appurtenances, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, street signage, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 5th day of June 2013. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Mulligan Investments, LLC



Thomas Anderl, Managing Member

**CITY COUNCIL
STAFF REPORT**

DATE: June 5, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Elmer's Addition to CDA: Final Plat, Subdivision Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. Council approval of the subdivision agreement and security.
2. Council approval of the final plat document, a two (2) lot residential subdivision.

HISTORY

- a. Applicant: Brad Jordan
Cricket Properties, LLC
PO Box 1287
Coeur d'Alene, ID 83816
- b. Location: Southeast corner of 18th Street & St. Maries Avenue
- c. Previous Action:
 1. Preliminary Plat Approval by CdA Planning Commission, April 2012

FINANCIAL ANALYSIS

The developer is electing to provide bonding in lieu of the installation of a portion of the infrastructure (sidewalk) in order to obtain final plat approval. A subdivision agreement and security in the amount of \$1,385.00 is being provided to secure the infrastructure installation.

PERFORMANCE ANALYSIS

The developer has agreed to have the infrastructure installed by August 1, 2012 per the signed agreement. The finalization of the plat will allow for the sale of lots to occur, however, no building permits will be allowed for review or issuance until the infrastructure item has been installed in the development.

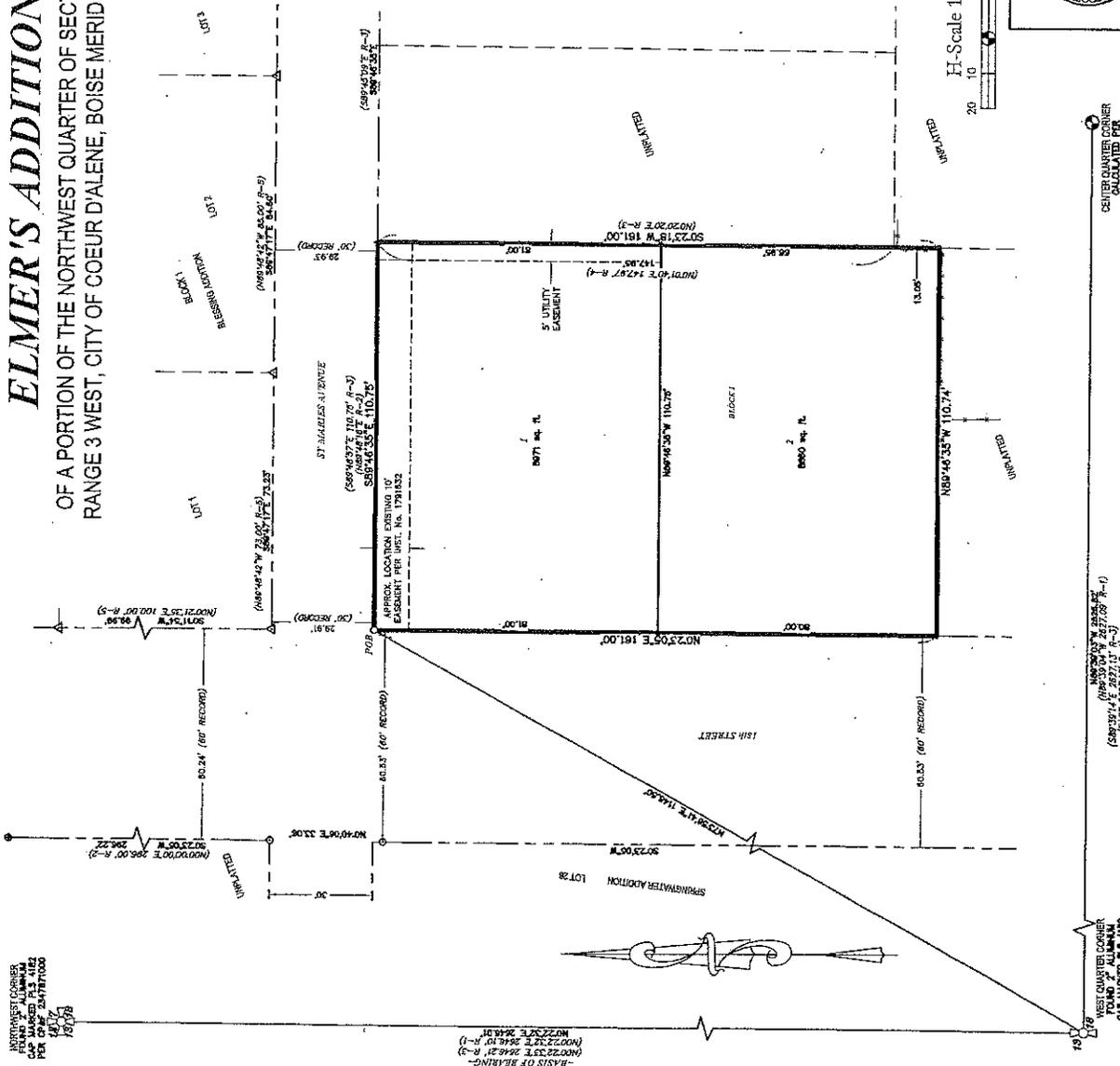
DECISION POINT RECOMMENDATION

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

ELMER'S ADDITION TO CDA

OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH,
RANGE 3 WEST, CITY OF COEUR D'ALENE, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

NORTHWEST CORNER
PLUMB ALUMINA
MARKED PLS 412
ON 1/2" X 1/2" CONCRETE
4877
10/18



NOTE

1. THESE MAPS AND INSTRUMENTS ARE TO SHOW PERSONAL CLAIMS OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE AS SHOWN HEREIN.

BASIS OF BEARING

BASES OF BEARINGS FOR THIS SURVEY IS N0022337E BASED ON THE IDAHO 1:50,000 MAP. THE POINT OF BEGINNING IS THE WEST QUARTER CORNER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. THE POINT OF BEGINNING IS LOCATED AT THE INTERSECTION OF 3RD SECTION 18, CONFORMANCE ANGLE IS 100°48'01.1" CLAY. 1:50,000.

REFERENCES

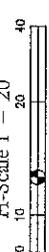
- R-1 RECORD OF SURVEY BY JEN. P. MONAGHAN, PLS. 4184, FILED IN BOOK 24 OF SURVEYS AT PAGE 300, RECORDS OF KOOTENAI COUNTY.
- R-2 RECORD OF SURVEY BY J. RONALD DAMMERS, PLS. 1004, FILED IN BOOK 19 OF SURVEYS AT PAGE 100, RECORDS OF KOOTENAI COUNTY.
- R-3 RECORD OF SURVEY BY JAMES F. JENSEN, PLS. 2461, FILED IN BOOK 8 OF SURVEYS AT PAGE 241, RECORDS OF KOOTENAI COUNTY.
- R-4 RECORD OF SURVEY BY JAMES F. JENSEN, PLS. 2461, FILED IN BOOK 8 OF SURVEYS AT PAGE 241, RECORDS OF KOOTENAI COUNTY.
- R-5 PLAT OF BEARING ADJUSTION BY LAWRENCE A. SLANE, PLS. 8715, FILED IN BOOK 11 OF PLATS AT PAGE 184, 184A, RECORDS OF KOOTENAI COUNTY.

LEGEND

- FOUND 3/4" SQUARE BOLT
- FOUND 1/2" IRON PIPE
- FOUND 3/4" IRON PIPE
- FOUND 1/2" REBAR
- △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 6715
- ▲ FOUND 1/2" REBAR REPLACED WITH 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 6240
- SET 2/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED PLS 6246
- EXISTING FENCE



H-SCALE 1" = 20'



1294 Polaris Ave., Ste. B
Pocatello, Idaho 83424
PHONE (208) 777-5128
FAX (208) 777-5128
www.dwsurvey.com

ELMER'S ADDITION TO COEUR D'ALENE
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
DRAWN BY: SMA
DATE: 03/24/2012
CHECKED BY: []
SCALE: 1" = 20'
PROJECT: 12-030
SHEET 1 OF 2

WEST QUARTER CORNER
CALCULATED PER
ORD. 158274
N0022337E 264.21' R-3
(N0022337E 264.21' R-3)
E027°10'10" W 110.74' R-1
(S00°11'10" W 267.09' R-1)
E027°10'10" W 110.74' R-1

WEST QUARTER CORNER
CALCULATED PER
ORD. 158274
N0022337E 264.21' R-3
(N0022337E 264.21' R-3)
E027°10'10" W 110.74' R-1
(S00°11'10" W 267.09' R-1)
E027°10'10" W 110.74' R-1

ELMER'S ADDITION TO CDA

OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH,
RANGE 3 WEST, CITY OF COEUR D'ALENE, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

OWNERS CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS, THAT COEUR COUNTY PROPERTIES LLC, AN IDAHO LIMITED LIABILITY COMPANY, HEREBY CERTIFIES THAT IT OWNS AND HAS LAD OUT THE LAND DESCRIBED IN THIS INSTRUMENT TO COAL, SAID PLAT BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, CITY OF COEUR D'ALENE, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 18, BEING A 3 INCH ALUMINUM CAP RED CORNER MARKER 10.00 FEET FROM THE NORTHWEST CORNER BEARING N00°23'21"E A DISTANCE OF 2446.01 FEET, THENCE N73°54'41"E A DISTANCE OF 11462.00 FEET TO A 3/4" INCH SANGRE MARK AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF ST MARSH AVE AND THE EAST RIGHT OF WAY OF 18th STREET, SAID POINT BEING THE 2016.00 POINT OF BEGINNING.

THENCE, ALONG SAID SOUTH RIGHT OF WAY BEARING S74°52'45"E A DISTANCE OF 110.75 FEET TO A 1 1/2" INCH REBAR REPLACED WITH 9/8" INCH REBAR, 30 INCHES LONG, WITH YELLOW PLASTIC CAP MARKED PLS 0246;

THENCE, LEAVING SAID SOUTH RIGHT OF WAY, S00°23'19"W A DISTANCE OF 181.00 FEET TO A 5/8" INCH REBAR, 30 INCHES LONG, WITH YELLOW PLASTIC CAP MARKED PLS 0246;

THENCE, N04°40'30"W A DISTANCE OF 110.74 FEET TO A 5/8" INCH REBAR, 30 INCHES LONG, WITH YELLOW PLASTIC CAP MARKED PLS 0246 ON SAID EAST RIGHT OF WAY OF 18th STREET;

THENCE, ALONG SAID EAST RIGHT OF WAY, N00°23'01"E A DISTANCE OF 181.00 FEET TO THE 2016.00 POINT OF BEGINNING.

SAID PARCEL CONTAINS 17341 SQ. FT. OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT: WATER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SEWER SERVICES TO BE PROVIDED BY THE CITY OF COEUR D'ALENE.

THE OWNER HEREBY RESERVES A FIVE FOOT UTILITY EASEMENT, AS SHOWN ON THE FACE OF THE PLAT.

R. BRADLEY JORGAN, PERSONAL REPRESENTATIVE OF THE ESTATE OF ELMER JORGAN, MEMBER

NOTARY PUBLIC CERTIFICATE

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } 25

ON THIS _____ DAY OF _____ IN THE YEAR 2012, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON THE FOREGOING WHO EXECUTED THE INSTRUMENTS ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC FOR STATE OF _____
RESIDING AT _____
COMMISSION EXPIRES _____



KOOTENAI COUNTY RECORDER, STATE OF IDAHO

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, STATE OF IDAHO, THIS _____ DAY OF _____ 20____ AT _____ IN BOOK _____ OF PLATS AT PHASE _____ AT THE REQUEST OF _____

IDENTITY _____ FUND _____ INSTRUMENT NUMBER _____
KOOTENAI COUNTY RECORDER

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND DETACHMENT HAVE BEEN PAID THROUGH

DATED THIS _____ DAY OF _____ 2012.

KOOTENAI COUNTY TREASURER

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY ACCEPTED AND APPROVED BY CITY COUNCIL OF POST FALLS, IDAHO ON THE _____ DAY OF _____ 2012.

CITY OF COEUR D'ALENE, MAYOR _____ COEUR D'ALENE CITY CLERK _____

CITY OF COEUR D'ALENE, ENGINEER _____

PANHANDLE HEALTH DISTRICT

A SANITARY RESTRICTION, ACCORDING TO IDAHO CODE 60-1206 TO 60-1209, IS IMPOSED ON THIS PLAT. NO BUSINESS, DWELLINGS, OR SEWERLINES SHALL BE LOCATED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED. THIS PLAT APPROVED.

DATED THIS _____ DAY OF _____ 2012.

PANHANDLE HEALTH DISTRICT I _____ DAY OF _____ 2012.

SANITARY RESTRICTION SATISFIED AND LIFTED THIS _____ DAY OF _____ 2012.

PANHANDLE HEALTH DISTRICT I _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE REBORN PLAT AND CHECKED THE PLAT COMPUTATIONS THEREON AND HAVE DETERMINED THAT THE REPRESENTATIONS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

DATED THIS _____ DAY OF _____ 2012.



KOOTENAI COUNTY SURVEYOR



1256 E. Main Ave., Ste. B
PO BOX 100
COEUR D'ALENE, IDAHO 83814
PHONE (208) 775-8870
FAX (208) 775-2128
www.elmersaddition.com

ELMER'S ADDITION TO COEUR D'ALENE
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

DRAWN BY: SAA DATE: 05/26/2012 1903 LANE 11, IDAHO PLAT # 1903-PLAT-1, 1903
CHECKED BY: SCALE: 1" = 60' PROJ. # 12-000 SHEET 2 of 2

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of June, 2012, between Cricket Properties, LLC, whose address is PO Box 1287, Coeur d'Alene, ID, 83816, with Brad Jordan, Personal Representative, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the plat of Elmer's Addition to CDA, a residential subdivision in Coeur d'Alene consisting of two (2) buildable lots, situated in the Northwest Quarter of Section 18, Township 50 North, Range 3 West, B.M., Kootenai County, Idaho, and has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: installation of approximately 650 square feet of concrete sidewalk along the St. Maries Avenue street frontage of Lot 1, and, the installation of (1) pedestrian ramp w/ truncated domes, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before, the 1st day of August, 2012. Said improvements are noted on the cost submittal prepared by Ken Schneberger of C-4/Everlast Concrete Construction, dated June 8, 2012, on file in the City Engineer's office and incorporated herein as Exhibit "A".

The Developer, prior to recording the plat, shall deliver to the City, cash security in the amount of One Thousand Three Hundred Eighty Five and No/100 Dollars (**\$1,385.00**), which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any and all costs that exceed the posted security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

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

CITY OF COEUR D'ALENE

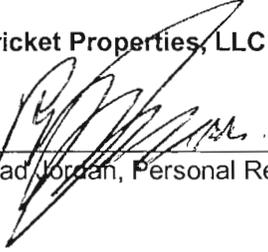
Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

Cricket Properties, LLC

by:



Brad Jordan, Personal Representative

CONTRACTORS INVOICE

C-4

Everlast

Ken Schneberger

WORK PERFORMED AT:

824 N 18th

TO:

Brad Jordan

DATE

6-8-2012

YOUR WORK ORDER NO.

OUR BID NO.

1

DESCRIPTION OF WORK PERFORMED

- 130 x 5 = 650 sq ft walk
@ .50 a ft \$325

- Pad ramp 12 ft mono-curb \$40

- Trunkaded dome 1 \$200

- all work by C-4 Everlast is no-Prep
just set-forms 1/3 place 1/3 pour or concrete
1/3 Finish concrete

concrete muo cost \$820

Ken Schneberger

Total = ~~1385~~
\$1385

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____ Month _____ Day _____ Year

in accordance with our Agreement Proposal No. _____ Dated _____ Month _____ Day _____ Year

**AMENDMENT No. 4 TO THE ON-STREET PARKING AGREEMENT
BETWEEN THE
CITY OF COEUR D'ALENE AND DIAMOND PARKING, INC.**

WHEREAS, Pursuant to Resolution No. 03-028 adopted the 4th day of March, 2003, the above parties entered into a Agreement regarding regulation of on-street parking; and

WHEREAS, Diamond Parking, Inc. and the City desire to amend the Agreement to authorize Diamond Parking, Inc. to enforce the no parking zone on Park Drive between West Lakeshore Drive and Mullan Road between Memorial Day and Labor Day for the term of this agreement; and

WHEREAS, the City Council deems this amendment to be in the best interests of the City.

THEREFORE, the parties agree to amend the Agreement as follows;

1. Section 1. A. Location:

The parties mutually agree to amend section 1. A. to read as follows:

1. Definitions:

A. Location: The Parking Administrator shall be responsible for enforcement of on-street parking requirements and designated public lot parking requirements on Park Avenue between West Lakeshore Drive and Mullan Road (for the period between Memorial Day and Labor Day) and in the *Central Business District* as depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference.

2. Consideration:

The parties agree to amend section 4. To read as follows:

4. Consideration. The City agrees to pay for the Parking Administrator services the following:

A. The sum of Thirty-four Thousand, Seven Hundred Forty Dollars (\$34,740.00) annually. This amount shall be broken down into twelve (12) monthly payments of Two Thousand Eight Hundred Ninety Five Dollars (\$2,895.00) each.

B. An additional sum of Three Hundred and Thirty Dollars (\$330.00) per month for the months of June, July and August for the enforcement of the no parking zone on Park Avenue as contemplated by this Agreement.

C. A sum equal to One Dollar (\$1.00) of each parking violation charge received by the Parking Administrator within the first fourteen (14) days after issuance of a parking ticket.

D. For parking violation charges collected after the first fourteen (14) days from issuance of a parking violation ticket, the Parking Administrator shall be entitled to a sum equal to 35% of all parking violation charges collected.

E. For efforts or assistance involving parking charges obtained as a result of legal proceedings, Parking Administrator shall not receive compensation.

F. In the event that the performance standards set forth in this contract are not met, a fine of Twenty Five Dollars (\$25.00) per occurrence will be charged to the Parking Administrator.

3. No Further Modification of the Agreement. The parties agree that the Agreement, as herein amended, remains in full force and effect and that this amendment to the Agreement between the parties does not amend or alter any other right or obligation of either party under the Agreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and Diamond Parking, Inc. have caused the same to be executed.

DATED THIS 5th day of June, 2012.

CITY OF COEUR D'ALENE

DIAMOND PARKING, INC.

By: _____
Sandi Bloem, Mayor

By

Its

ATTEST:

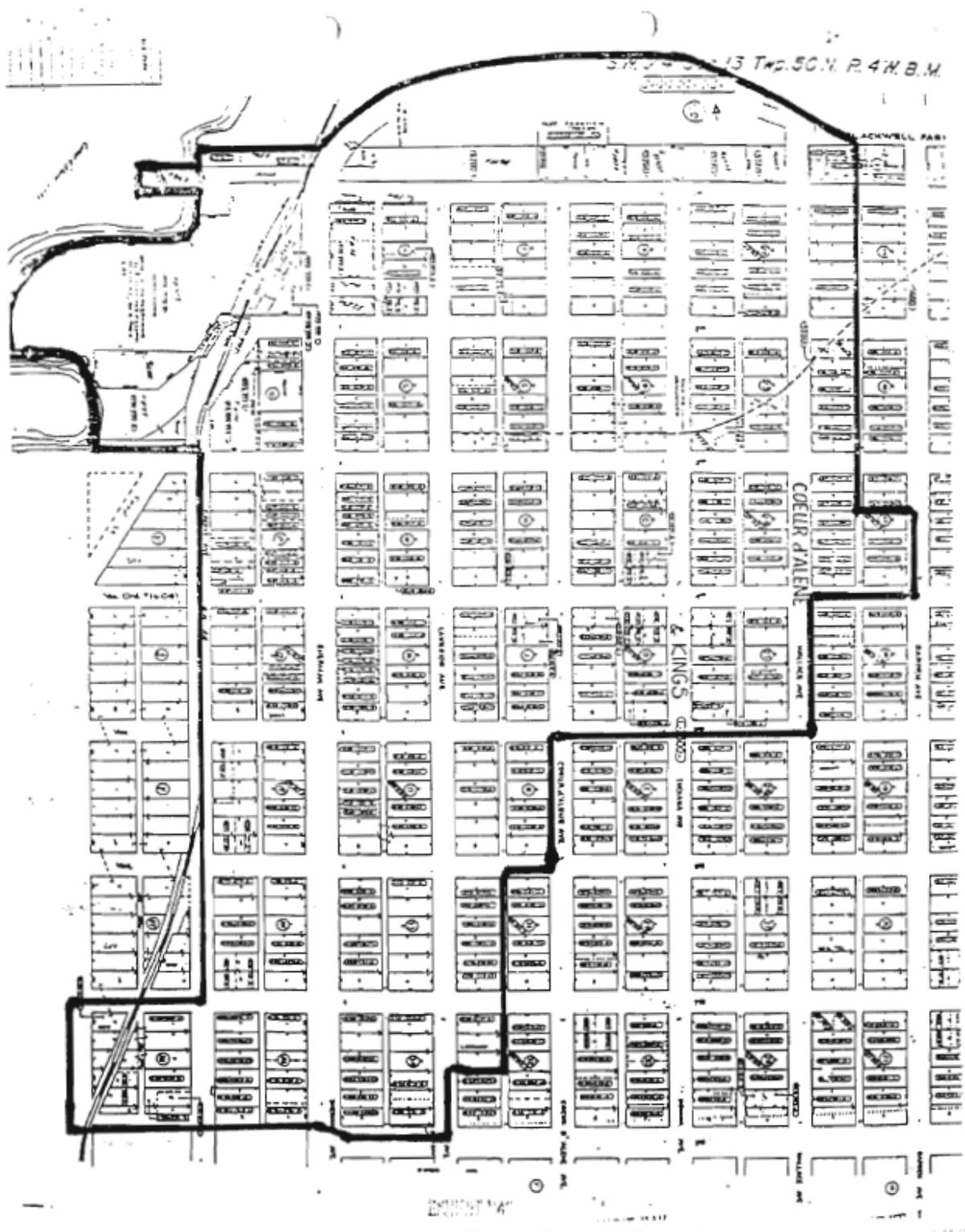
ATTEST

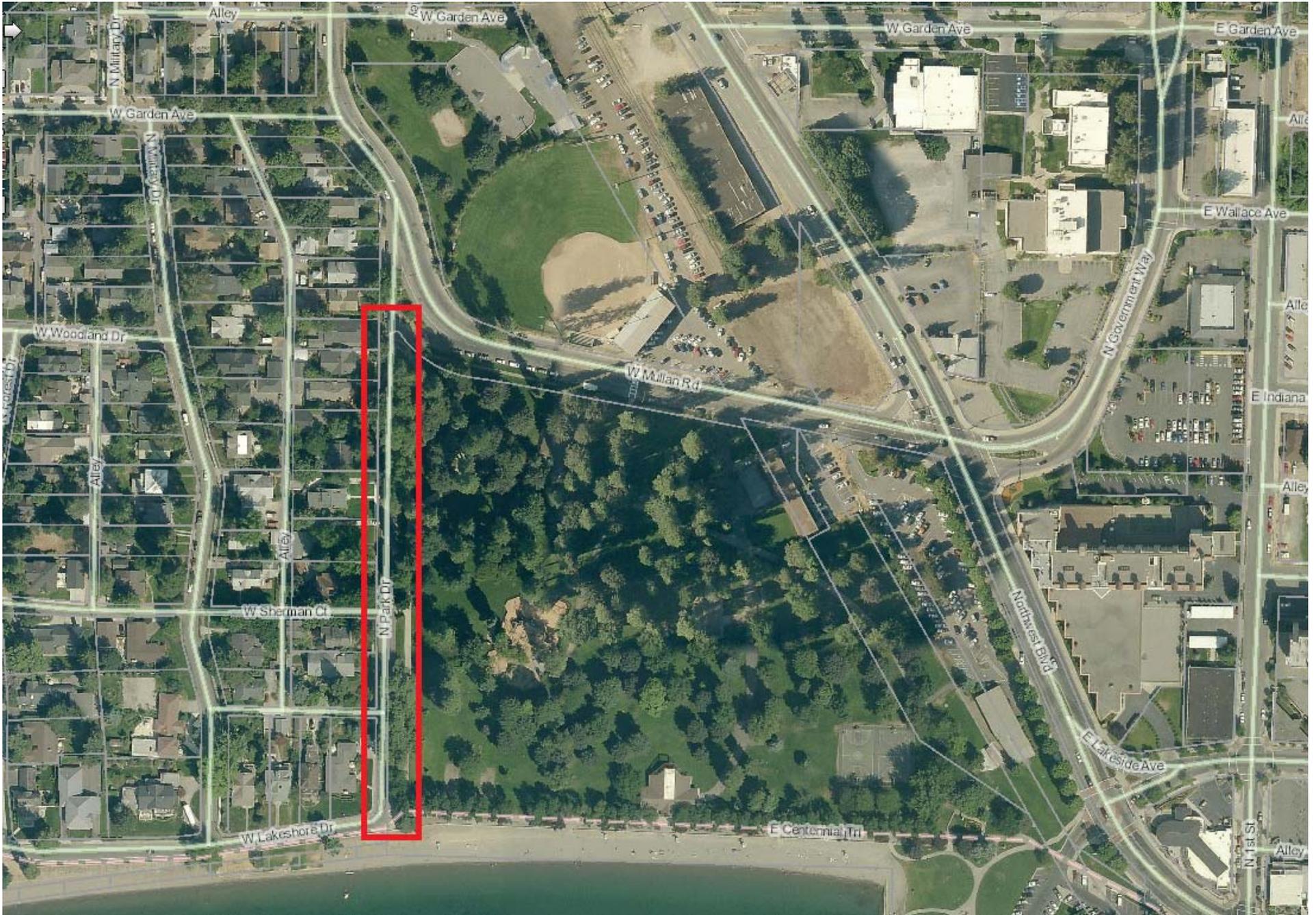
Susan K. Weathers, City Clerk

By

Its

EXHIBIT "A"





**AMENDMENT No. 4 TO THE PARKING LOT AGREEMENT
BETWEEN THE
CITY OF COEUR D'ALENE AND DIAMOND PARKING, INC.**

WHEREAS, Pursuant to Resolution No. 03-028 adopted the 4th day of March, 2003, the above parties entered into an Agreement regarding the regulation of parking in the City's public parking lots; and

WHEREAS, Diamond Parking, Inc. and the City desire to add enforcement of parking restrictions in the Library Parking lot, as depicted in the attached Exhibit A, which by this reference is incorporated herein to the parking lot agreement; and

WHEREAS, the City Council deems this amendment to be in the best interests of the City.

THEREFORE, the parties agree to amend the Agreement as follows;

1. Section 1. Location:

The parties mutually agree to amend section 1 to read as follows:

1. Location: That the Parking Administrator shall be responsible for lot preparation and management services only at the following eight public parking lots within the City as defined in the City's municipal code or by this agreement.

- A. The Third Street Parking Lot.
- B. The Fourth Street Parking Lot.
- C. Independence Point Parking Lot.
- D. The Museum Parking Lot.
- E. Memorial Field Parking Lot.
- F. Fourth Street and Coeur d'Alene Avenue Parking Lot.
- G. The Fifth Street Parking Lot (2 hour parking).
- H. The Library Parking Lot (2 hour parking).

2. Section 46. Consideration:

The parties mutually agree to amend section 46 to read as follows:

46. Consideration: The Parking Administrator agrees to pay One Hundred Twenty Seven Thousand Two Hundred and Eighty Dollars (\$127,280) annually, in twelve (12) equal monthly installments, for consideration of the City allowing the Parking Administrator to manage the City's parking lots. The due date for payments is the 10th of each month. The Parking Administrator agrees to pay a late charge of Four Hundred Dollars (\$400) for each occurrence whereby the City receives greater than twenty (20) days past the due date. The Parking Administrator also agrees to pay 92% of any gross revenue in excess of Two Hundred Thirty Two Thousand Dollars (\$232,000) to the City. The payment is to be made at the end of each contract year. The Parking Administrator agrees to pay a late charge of Four Hundred Dollars (\$400) if the City does not receive the payment within thirty (30) days of contract year-end. In

the event that the performance standards set forth in this contract are not met, a fine of Twenty Five Dollars (\$25) per occurrence will be charged to the Parking Administrator.

3. No Further Modification of the Agreement.

The parties agree that the Agreement, as herein amended, remains in full force and effect and that this amendment to the Agreement between the parties does not amend or alter any other right or obligation of either party under the Rental Agreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this agreement to be executed by its Mayor and City Clerk, and Diamond Parking, Inc. have caused the same to be executed.

DATED THIS 5th day of June, 2012.

CITY OF COEUR D'ALENE

DIAMOND PARKING, INC.

By: _____
Sandi Bloem, Mayor

By

Its

ATTEST:

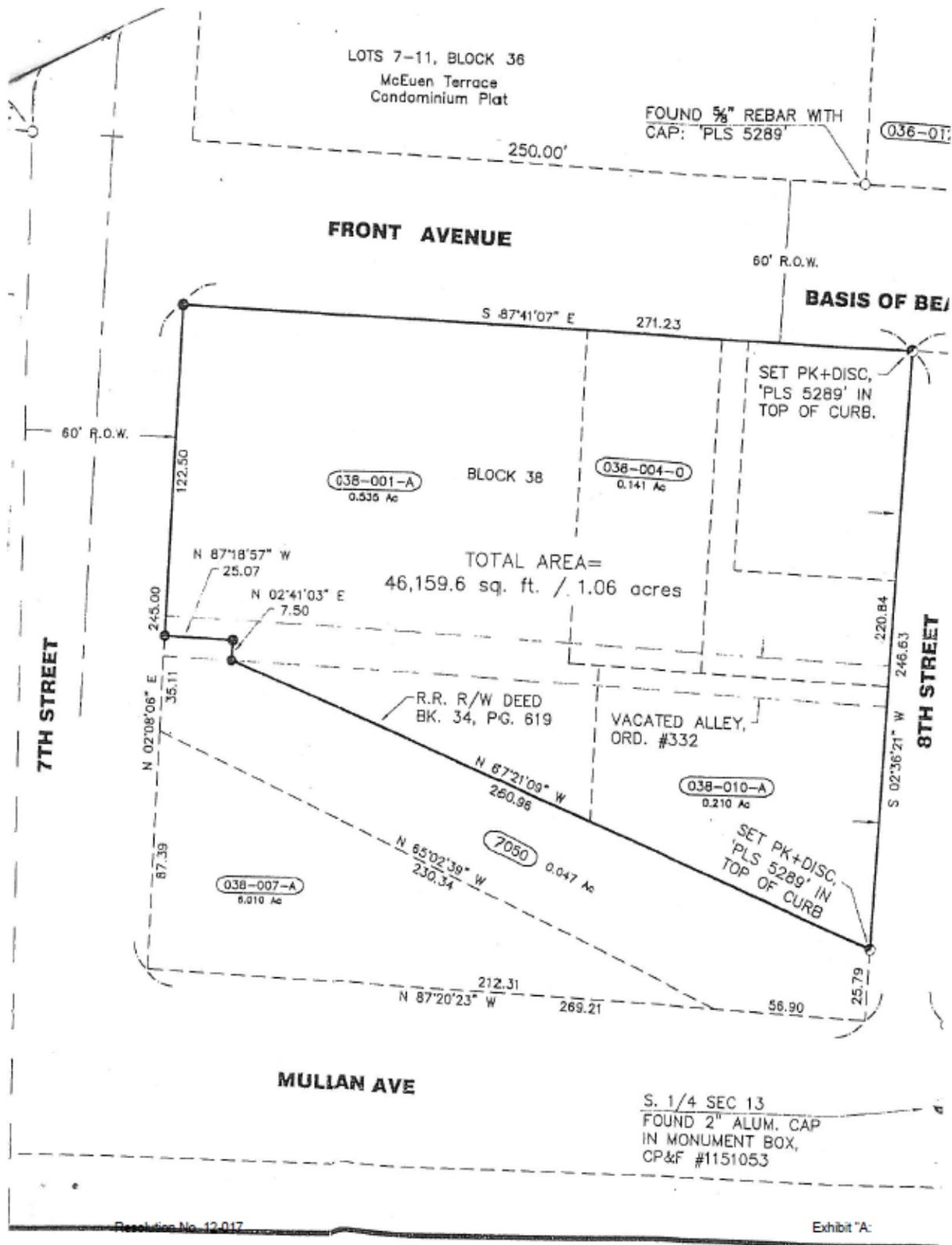
ATTEST

Susan K. Weathers, City Clerk

By

Its

EXHIBIT "A"



**CITY COUNCIL
STAFF REPORT**

DATE June 5, 2012

FROM: Juanita Knight - Senior Legal Assistant, Legal Department

SUBJECT: Destruction of Temporary Records

DECISION POINT:

Authorize the office of the City Attorney – Civil Division to destroy temporary records.

HISTORY:

In order to optimize space for storage of records, requests for destruction of temporary records is processed. Attached is a listing of temporary records requested for authorization to destroy.

FINANCIAL ANALYSIS:

By routinely reviewing records that have been stored and destroying those records no longer required to be maintained, we are creating a cost-avoidance in that the need to rent additional storage space would not be necessary.

PERFORMANCE ANALYSIS:

Storage space is always in demand and the destruction of outdated records frees some of that space for new records.

DECISION POINT/RECOMMENDATION:

Council adoption of a resolution authorizing the Civil Division to destroy temporary records as requested.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *June 5, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (To and prior)
Ironwood Medical Plaza	TEMPORARY	1993 & Prior
Jobs Plus	TEMPORARY	1987 & Prior
Kathleen Ave LID / US 95 Kathleen / Kathleen Extension	TEMPORARY	1996-87
Kootenai Co Area Transit Team KCAT	TEMPORARY	1995-97
Kootenai Medical Center	TEMPORARY	19997 & Prior
Kootenai County Landfill (<i>partially scanned</i>)	TEMPORARY	1989-84
Kootenai County Taskforce	TEMPORARY	
Kootenai County Misc File (<i>partially scanned</i>)	TEMPORARY	2002 & Prior
Lakeside Susan Smith trees	TEMPORARY	1993
Coeur d'Alene North Condo Access Easement (<i>partially scanned</i>)	TEMPORARY	1996 & Prior
Level 2 Environmental Access/Fred Kroetch Parcel	TEMPORARY	1991
1 st & Lakeside-Lakeside Rev Project	TEMPORARY	1992
Telecommunications CATV 1 of 2 and 2 of 2	TEMPORARY	2000 & Prior
CATA Cable Vision	TEMPORARY	1970's

STAFF REPORT

TO: General Services Committee
FROM: Police Sergeant Jeff Walther
SUBJECT: Surplus Ford Crown Victoria
DATE: May 21, 2012

Decision Point: Authorization to donate one surplus Ford Crown Victoria (VIN#2FAFP71WOXX177070) to North Idaho College Idaho P.O.S.T. Academy Program.

History: Vehicles purchased by the city for the Police Department are normally surplus or reutilized in other city departments once the vehicle reaches the end of its useful life with the Police Department. The Street Maintenance Department Supervisor and Police Department Equipment Specialist have determined that it is no longer financially feasible for the city to continue future operation of this vehicle. The North Idaho College POST Academy Program has expressed an immediate need for a vehicle to support local POST Academy Police Officer Emergency Vehicle Operations (E.V.O.C.) Training. Current budget constraints make purchasing vehicles for this program impossible. The E.V.O.C. Training program depends on donations from Police Agencies who use the NIC POST Academy Program to train their Police Officers. North Idaho College is able to make this program successful only with the cooperation and good working relationship with the local agencies in Region One Idaho. Sending our new Police Officers to academy training locally saves our Department money in per diem and travel costs. It also gives our Officers the opportunity to be trained locally by local Police Officer Instructors. North Idaho College POST Academy Program already has three vehicles in its EVOE Training fleet with a need for a fourth. All of the vehicles in their current fleet were vehicles donated by agencies who participate in the training. A donation to this program would also further positive relationships and shows our continued support of this outstanding program.

Financial Analysis: Multiple industry sources value this vehicle between \$1000.00 and \$1225.00. In 2008, a nearly identical city vehicle in similar condition sold at surplus auction for \$800.00. The city received \$640.00 from that sale after paying commission not including numerous man hours spent preparing the vehicle for sale. Once the vehicle was donated North Idaho College would be responsible for the vehicle, equipment and any maintenance or repairs necessary.

Quality of Life Analysis: This program is responsible for training the Officers of the Region One Idaho Law Enforcement Agencies. North Idaho law enforcement agencies, especially those in Kootenai County, benefit from a long standing relationship of cooperation and inter-department relations not realized in many areas of our state. These relationships foster a united commitment to protecting the communities we serve. The sharing of resources such as patrol man power, facilities and equipment for training, uniformed instructors, grant funding, and a large knowledge pool has and will continue to promote effective community policing efforts and reduce the dwindling funding required to keep our communities safe. The donation of this vehicle to the North Idaho College POST Academy Program will not only increase the relationship between the College, The Idaho POST Academy and the City of Coeur D'Alene, but will also continue our tradition of the same inter-agency cooperation that benefits our city and North Idaho community.

Decision Point: Donate one surplus Ford Crown Victoria (VIN#2FAFP71WOXX177070) to North Idaho College POST Academy Program.

Jeff Walther
Police Sergeant

STAFF REPORT

DATE: June 5, 2012

TO: Mayor and City Council

FROM: Susan Weathers, City Clerk

RE: Request for Approval to Operate Horse-drawn Carriage Rides

DISCUSSION POINT: Would the City Council approve the Downtown Association's annual request to conduct carriage rides during the month of August and September.

HISTORY: Attached is a letter from Terry Cooper, representing the Downtown Association, requesting approval to allow the Downtown Association, in association with the Spokane Teacher's Credit Union, to provide free horse-drawn carriage rides in the Downtown area. The route would begin at the Coeur d'Alene Visitor's Center on 1st and Sherman, east on Sherman to 6th Street, north on 6th Street to Lakeside Avenue and then west on Lakeside Avenue back to 1st Street and the Visitor's Center. The rides will be free of charge and requested to be conducted on each the following Saturdays: August 11th, 18th, and 25th and on September 1 from Noon – 4:00 p.m. Over the past several years, the City Council has approved requests for use of City streets for the operation of horse-drawn carriages. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle sign and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles.

The Police Department has reviewed this request and is supportive as long as the carriages abide by all slow moving vehicle regulations.

FINANCIAL IMPACT: There is no financial impact for the City.

QUALITY OF LIFE ANALYSIS: As mentioned in Mr. Cooper's letter, the association believes that these carriage rides will enhance the experience of the Downtown Holiday Season for locals and visitors alike.

PERFORMANCE ANALYSIS: While the request describes the route as a loop, in the past the City Council has prohibited the carriages from stopping on Sherman Avenue in the lane of traffic to drop off clients as this could cause a possible traffic hazard.

DECISION POINT: Staff recommends approval of the Downtown Association's Annual request to conduct free carriage rides in the downtown area as outlined in their letter.



May 11, 2012

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in partnership with the Spokane Teacher's Credit Union (STCU), would like to provide free carriage rides in the Downtown area, traveling between 1st Street, East on Sherman to 6th Street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the circle parking lot.

These rides would be available each Saturday, August 11th, 18th & 25th from Noon – 4 pm. They will also be available on Saturday, September 1st from Noon – 4 pm.

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance with coverage limits of at least \$1,000,000.
- ❖ The TnT Muffler parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for the general holiday events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides will enhance the spirit of the summer season Downtown.

Terry Cooper

A handwritten signature in black ink that reads "Terry Cooper". The signature is written in a cursive style.

General Manager
Coeur d'Alene Downtown Association

MEMORANUM

To: City Council
 Date: May 17, 2012
 From: Susan Weathers, City Clerk
 Prepared by: Kathy Lewis, Deputy City Clerk
 Re: FIREWORKS STANDS 2010

The following vendors are requesting approval to sell Fireworks at stands in the City of Coeur d'Alene from 8:00 am on June 23rd until 10 pm on July 5th.

	Location	Vendor/ Address	Distributor	Sellers Permit
1	Walgreen's 335 West Appleway Coeur d'Alene, ID 83815	Journey- Troy Carpenter 2900 N Government Way #302 Coeur d'Alene ID 83815	TNT Fireworks	CDA-001710-S
2	Albertson's 1223 Government Way Coeur d'Alene, ID 83814	April Matlock 1715 North McMillan Lane Spokane Valley Wa 99016	TNT Fireworks	CDA-001711-S
3	Super One Foods 305 West Kathleen Avenue Coeur d Alene, ID 83815	Korah Quinn 251 Pinecrest Loop Sandpoint, ID 83864	TNT Fireworks	CDA-001713-S
4	Goodwill Store 1212 North Fourth St Coeur d'Alene, Id 83814	Linda Morgan 16151 North Marble Lane Hayden, ID 83835	TNT Fireworks	CDA-001700-S
5	Safeway #295 1001 North Fourth Street Coeur d'Alene, Id 83814	Bryan Howell 1515 East Farwell Road Spokane WA 99208	TNT Fireworks	
6	Fred Meyer 560 West Kathleen Avenue Coeur d'Alene, ID 83815	Jeffry Heuschkel 734 Villard Street Cheney, WA 99004	TNT Fireworks	CDA-001714-S
7	Safeway #1470 121 Neider Avenue Coeur d'Alene, ID 83815	Elk Point Enterprises-Ginny Tate 370 East Kathleen Suite 500 Coeur d'Alene ID 83815	TNT Fireworks	
8	Skate Plaza 5685 Pioneer Drive Coeur d'Alene, ID 83815	Candlelight Fellowship 5795 Pioneer Drive Coeur d'Alene, Id 83815	Rolling Thunder Fireworks- Dan Holmes	CDA-001710-S
9	Runge Furniture Spokane Street Coeur d'Alene, ID 83814	Steven L Bartlett 2123 East Prairie View Drive Post Falls, ID 83854	Fox Marketing	CDA-001688-S

STAFF REPORT

TO: General Services Committee
FROM: Steve Childers, Patrol Captain
SUBJECT: Viewu, Personal Cameras
DATE: May 7, 2012

Decision Point: Authorization to acquire Viewu Body Worn Cameras as sole source procurement.

History: The Coeur d'Alene Police Department has been using in-car video since the 1990's. Video evidence is vital for the prosecution of offenders and is a risk management tool for the Department. However, with recent technological developments, law enforcement around the country has started using body worn cameras. These cameras allow the officer to document well past the front end of a motor vehicle.

Financial Analysis: These cameras will be funded on this fiscal year's budget slated to purchase body worn cameras as approved. This would be able to cover all patrol officers and some of the watch commanders. This request appears to satisfy the requirements in I.C. 67-2808(2), sections (a)(ii) and (a)(v) since it will integrate into our existing configuration.

Performance Analysis: Research was conducted on several makes/models of personal camera devices. The lower end camera included a Scorpion camera, about the size of a pack of gum. The audio/video quality was unacceptable. The Vidmic system, generation 1, produced quality video and audio and could capture photographs, however when the system's power supply would deplete rapidly and caused issues with the officer's ability to talk on the radio. The Generation 2 system failed to perform regularly and needed proprietary software to function. The videos could not easily be transferred to the existing database known as Viper. The Viewu camera is an independent system in a ruggedized case that produced the best audio/sound quality and did not affect officer safety. The cameras can work with the company's proprietary software or independent similar to a digital recorder. The video can be uploaded and played in Viper without the need for specialized hardware/software including proprietary codecs.

No other P.O.V. cameras were found that could handle the rigors of law enforcement, integrate with the existing hardware / software used by the Department, and wearable on the uniform of an officer.

Quality of Life Analysis: Improved digital evidence (audio and video) means improving prosecution cases which are vital to the quality of life of the citizens of Coeur d'Alene. The system will be used for a host of reasons including those incidents occurring inside and away from the patrol vehicle. It is also a valuable tool in risk management.

Decision Point: Enter into an agreement to purchase up to 40 Viewu personal body cameras for an estimated \$31,500.

**CITY COUNCIL
STAFF REPORT**

DATE: June 5, 2012
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Trinity Corners, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a two (2) lot residential / commercial subdivision.

HISTORY

- a. Applicant: City of Coeur d'Alene Water Department
3820 Ramsey Road
Coeur d'Alene, ID 83815
- b. Location: East side of Atlas Road at Kathleen Avenue.
- c. Prior Action: Preliminary approval by CdA Planning Commission, February 2012.

FINANCIAL ANALYSIS

There are no financial issues with the subdivision. All improvements were previously constructed at the time of construction of the Holy Family Catholic School on the northeast corner of Atlas and Kathleen.

PERFORMANCE ANALYSIS

The subdivision plat is a result of a purchase agreement with the HFCS when the City was considering purchasing a portion of the property for a future water well site. Although the water well did not come to fruition, the platting of the lot was a consideration of the agreement, and therefore had to be completed. The platting formally creates the two lots (northeast & southeast corners) that were separated when the City purchased the right-of way for the Kathleen Avenue realignment in 2004.

DECISION POINT RECOMMENDATION

Approve the final plat document and direct staff to proceed with the recordation.

TRINITY CORNERS

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK PAGE
INSTRUMENT NO.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, SHOWN HERETOBY AND ON (R3) AS SOUTH 08°58'00" WEST, BEARING AND DISTANCE OF 2150.37' TO THE PLANE COORDINATE SYSTEM, AND 81. FOR THE IDAHO WEST ZONE. ALL DISTANCES SHOWN ARE GROUND DISTANCES.

REFERENCE DOCUMENTS

- (R1) RECORD OF SURVEY PREPARED BY WELCH, COVER & ASSOCIATES, INC. AND RECORDED AT BOOK 10 OF SURVEYS, PAGE 118, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R2) AMENDED RECORD OF SURVEY PREPARED BY MECKEL ENGINEERING & SURVEYING, INC. AND RECORDED AT BOOK 29 OF SURVEYS, PAGE 44, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R3) ALTAIRCH LAND TITLE SURVEY PREPARED BY MECKEL ENGINEERING & SURVEYING, INC. AND RECORDED AT BOOK 29 OF SURVEYS, PAGE 81, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P1) PLAT OF COEUR CALLENE PLACE PREPARED BY KUM AND PACIFIC ENGINEERING AND RECORDED AT BOOK 9 OF PLATS, PAGE 210, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P2) WARRANTY DEED RECORDED AS INSTRUMENT NO. 146394, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P3) CORRECTED WARRANTY DEED RECORDED AS INSTRUMENT NO. 149182, RECORDS OF KOOTENAI COUNTY, IDAHO.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THIS PROPERTY, FOR ANY REASON, EXCEPT FOR THOSE SHOWN HEREBY.

LEGEND

- △ CALCULATED POINT, NOTHING SET
- FOUND MONUMENT AS NOTED
- SET 5/11/12 BY DEAN WIRTH BELOW PLASTIC CAP MARKED "PLS 1187"
- (P) PLAT REFERENCE
- (R) RECORD REFERENCE
- (M) MEASURED VALUE
- TP08 TRUE POINT OF BEGINNING

PRELIMINARY



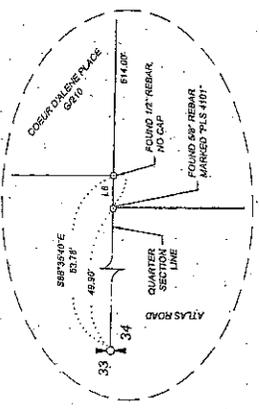
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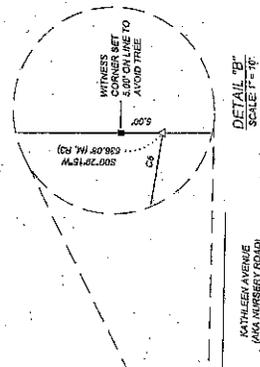
DRAWING BY: DES
CHECKED BY: DES
SCALE: 1" = 100'
DATE: TWD/DE
JOB NO. TR557

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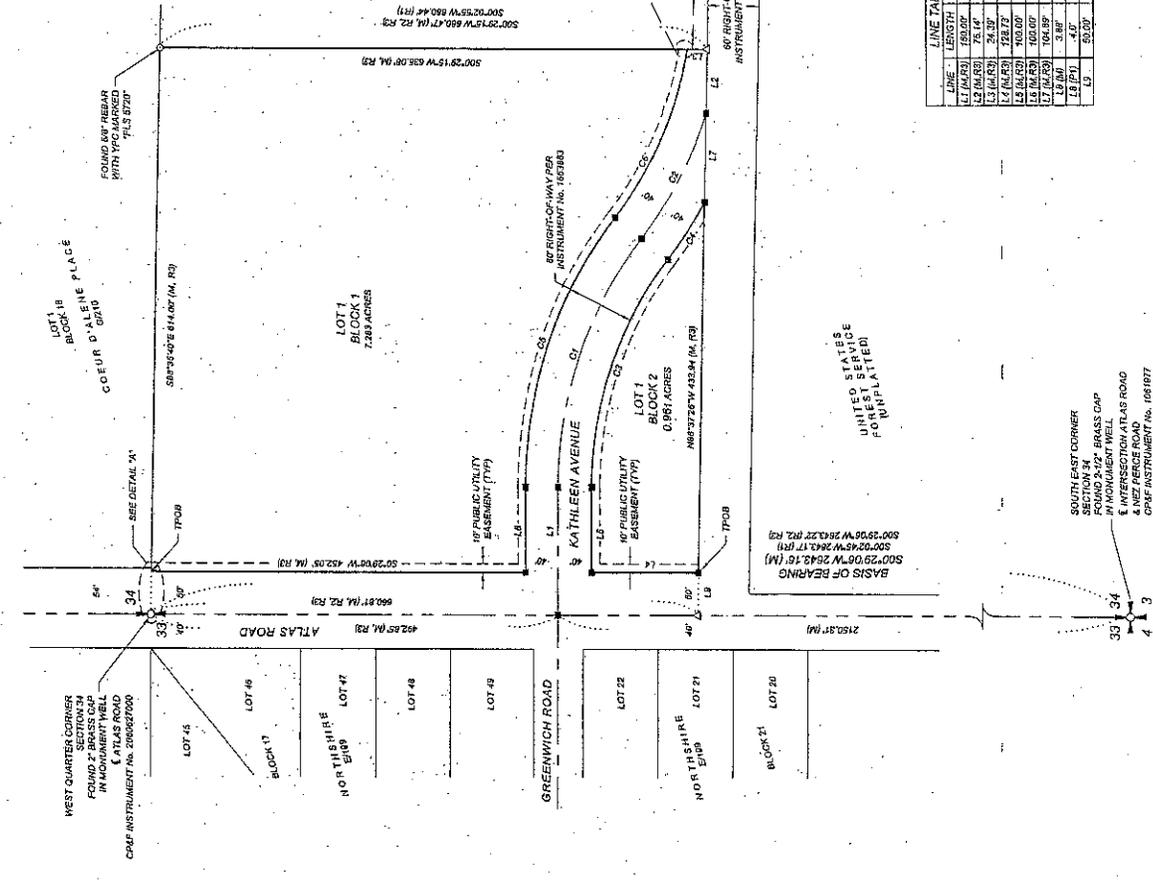
LAKE CITY ENGINEERS
3099 N. SCHUBERT WAY, STE 4
COEUR D'ALENE, ID 83815
208.776.0230



DETAIL "A"
SCALE: 1" = 10'



DETAIL "B"
SCALE: 1" = 10'



CURVE	LENGTH	CHORD	BEARING
C1 (M, R2)	133.34	307.00	N07°30'00"W
C2 (M, R2)	475.00	166.74	S81°49'00"E
C3 (M, R2)	475.00	271.93	N76°17'00"W
C4 (M, R2)	286.94	433.00	N76°17'00"W
C5 (M, R2)	60.02	515.00	S85°12'22"E
C6 (M, R2)	528.77	616.00	N07°30'00"W
C7 (M, R2)	218.37	455.00	S78°45'15"E
C8 (M, R2)	278.00	278.00	N08°00'00"E

LINE	LENGTH	BEARING
L1 (M, R2)	76.14'	N89°20'30"W
L2 (M, R2)	76.14'	N89°20'30"W
L3 (M, R2)	24.39'	S00°27'15"W
L4 (M, R2)	224.72'	N07°30'00"E
L5 (M, R2)	105.00'	N89°30'00"E
L6 (M, R2)	105.00'	N89°30'00"E
L7 (M, R2)	105.00'	S81°49'00"E
L8 (M, R2)	105.00'	S81°49'00"E
L9 (M, R2)	4.00'	N89°20'30"E
L10 (M, R2)	50.00'	N89°20'30"E

ROS INVESTMENT
IDAHO DEED AND SOME
NOT PLATTED

UNFILED STATE
DEED NOT
PLATTED

SOUTH EAST CORNER
SECTION 34
FOUND 8/12 BRASS CAP
BY MONUMENT WITH LAS ROAD
& NEZ FERRE ROAD
CPLR INSTRUMENT NO. 105187

TRINITY CORNERS

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INSTRUMENT NO. _____

CITY COUNCIL CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
DATED THIS _____ DAY OF _____, 2012.

CITY OF COEUR D'ALENE - MAYOR _____

CITY OF COEUR D'ALENE - CLERK _____

CITY OF COEUR D'ALENE - CITY ENGINEER _____

KOOTENAI COUNTY RECORDER

THIS PLAT WAS FILED AT THE REQUEST OF MICHAEL WILSON FOR RECORD IN THE
OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO,
THIS _____ DAY OF _____, 2012, AT _____ A.M. IN BOOK _____ OF
PLATS, PAGES _____, AS INSTRUMENT NUMBER _____.

KOOTENAI COUNTY RECORDER _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT
COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE
CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN MET.

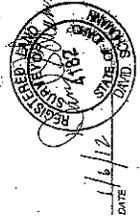
DATED THIS _____ DAY OF _____, 2012.



DATE _____

SURVEYOR'S CERTIFICATE

I, DAVID SCHUMANN, PROFESSIONAL LAND SURVEYOR #1152, STATE OF IDAHO, DO HEREBY CERTIFY THAT
THE PLAT OF TRINITY CORNERS IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED
HEREON, AND THAT ALL CORNERS ARE SET AS SHOWN ON THIS PLAT, IN ACCORDANCE WITH IDAHO CODE
56-1203 & 56-1331.



PRELIMINARY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS
CERTIFICATE AND DEDICATION HAVE BEEN PAID THROUGH _____
DATED THIS _____ DAY OF _____, 2012.

KOOTENAI COUNTY TREASURER _____

NOTARY PUBLIC CERTIFICATE

STATE OF IDAHO, COUNTY OF KOOTENAI, SS.
ON THIS _____ DAY OF _____, IN THE YEAR 2012, BEFORE ME
PERSONALLY APPEARED _____ KNOWN OR IDENTIFIED TO ME TO BE THE
PERSON SUBSCRIBED HEREIN WHO EXECUTED THE INSTRUMENT AND THE STATEMENTS
THEREIN CONTAINED ARE TRUE.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES ON _____

SANITARY RESTRICTION/CERTIFICATE OF APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 36, CHAPTER 14 ARE IN FORCE FOR LOT 1, BLOCK 1,
SMALL LOT SUBDIVISION 2009-2700N, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS SOUTH 07°29'41" WEST
DISTANCE OF 2643.16 FEET. SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 36, CHAPTER 12 HAVE BEEN SATISFIED FOR LOT 1, BLOCK 1,
SMALL LOT SUBDIVISION 2009-2700N, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS SOUTH 07°29'41" WEST
DISTANCE OF 2643.16 FEET. SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED.

DATE _____

HEALTH DISTRICT SIGNATURE _____

OWNER'S CERTIFICATE AND DEDICATION

BE IT KNOWN BY THESE PRESENTS THAT THE ROMAN CATHOLIC DIOCESE OF BOISE, A SINGLE DIRECTOR IDAHO CORPORATION,
DOES HEREBY CERTIFY THAT THEY OWN AND HAVE LEAD OUT THE LAND DESCRIBED WITHIN THIS PLAT AND HAVE HEREBY
DEDICATED SAID LAND TO THE CITY OF COEUR D'ALENE, IDAHO, MORE PARTICULARLY DESCRIBED AS THE FOLLOWING 2
PARCELS:

PARCEL 1 (BLOCK 1)
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34, SAID POINT MARKED BY A 2" ALUMINUM CAP PER O&M
INSTRUMENT NUMBER 2009-2700N, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS SOUTH 07°29'41" WEST
DISTANCE OF 2643.16 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SOUTH 87°19'40" EAST 66.86 FEET TO A 5/8"
REBAR WITH PLASTIC CAP MARKED "PLS 4181"; THE TRUE POINT OF BEGINNING OF PARCEL 1;
THENCE CONTINUING ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SOUTH 87°19'40" EAST 614.00
FEET TO A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4182";

THENCE SOUTH 00°17'11" WEST 68.08 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF KATHLEEN AVENUE;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING THREE COURSES:
1) 218.37 FEET ALONG A NON TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 438.06 FEET, A
CENTRAL ANGLE OF 28°16'42" AND A LONG CHORD THAT BEARS NORTH 07°05'00" WEST 218.06 FEET, TO A 5/8" REBAR
WITH PLASTIC CAP MARKED "PLS 4183";

2) 330.11 FEET ALONG A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 516.90 FEET, A CENTRAL
ANGLE OF 37°47'37" AND A LONG CHORD THAT BEARS NORTH 07°37'05" WEST 333.35 FEET, TO A 5/8" REBAR WITH PLASTIC
CAP MARKED "PLS 4184";

3) NORTH 85°30'04" WEST 160.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF ATLAS ROAD, SAID POINT MARKED BY A 5/8"
REBAR WITH PLASTIC CAP MARKED "PLS 4185";

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°29'00" EAST 42.00 FEET TO THE TRUE POINT OF BEGINNING;
SAID PARCEL CONTAINS 7.263 ACRES, MORE OR LESS.

PARCEL 2 (BLOCK 2)
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 34, SAID POINT MARKED BY A 2" ALUMINUM CAP PER O&M
INSTRUMENT NUMBER 2009-2700N, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 34 BEARS SOUTH 07°29'41" WEST A
DISTANCE OF 2643.16 FEET;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, SOUTH 00°29'41" WEST 866.61 FEET;
THENCE NORTH 87°25'45" WEST 68.08 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF ATLAS ROAD, SAID POINT MARKED
BY A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4186"; THE TRUE POINT OF BEGINNING OF PARCEL 2;
THENCE NORTH 85°37'05" WEST 443.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF KATHLEEN AVENUE, SAID POINT
MARKED BY A 5/8" REBAR WITH PLASTIC CAP MARKED "PLS 4187";

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE COURSES:
1) 80.62 FEET ALONG A NON TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 616.00 FEET, A CENTRAL
ANGLE OF 08°15'17" AND A LONG CHORD THAT BEARS NORTH 86°11'23" WEST, 80.64 FEET TO A 5/8" REBAR WITH PLASTIC CAP
MARKED "PLS 4188";

2) 286.84 FEET ALONG A REVERSE CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 438.06 FEET, A CENTRAL
ANGLE OF 37°47'37" AND A LONG CHORD THAT BEARS NORTH 07°37'05" WEST, 281.16 FEET TO A 5/8" REBAR WITH PLASTIC
CAP MARKED "PLS 4189";

3) NORTH 85°30'04" WEST 160.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF ATLAS ROAD, SAID POINT MARKED BY A 5/8"
REBAR WITH PLASTIC CAP MARKED "PLS 4190";

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 00°29'00" WEST 192.72 FEET TO THE TRUE POINT OF BEGINNING;
SAID PARCEL CONTAINS 0.361 ACRES, MORE OR LESS.

BE IT FURTHER KNOWN THAT:
SANITARY SEWER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE;
DOMESTIC WATER FOR THIS PLAT IS TO BE SUPPLIED BY THE CITY OF COEUR D'ALENE;
THE 10' PUBLIC UTILITY EASEMENT SHOWN ALONG KATHLEEN AVENUE AND ATLAS ROAD IS HEREBY DEDICATED TO THE
CITY OF COEUR D'ALENE FOR USE AS THE SAME.

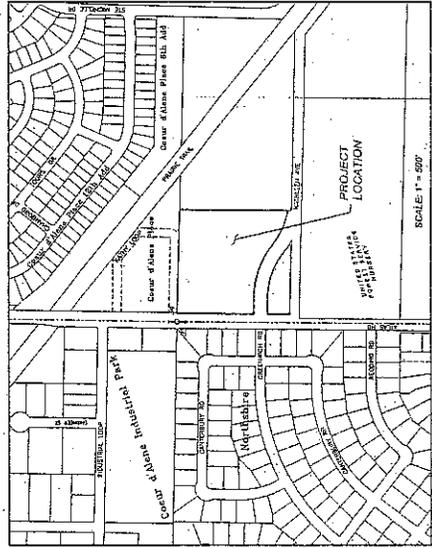
DATE _____

ROMAN CATHOLIC DIOCESE OF BOISE, OWNER



3809 N. SCHREIBER WAY, STE 4
COEUR D'ALENE, ID 83815
2007-2008

PLAT: 11-052L-2196m
DATE: 08/09/2012
2:196m



SCALE: 1" = 500'

ANNOUNCEMENTS

Memo to Council

DATE: May 25, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the June 5th Council Meeting:

LAUREN GOSCHKE URBAN FORESTRY COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Karen Haskew, Urban Forestry Committee Liaison

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 12-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 5.08.160 BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS, TO INCLUDE THE COEUR D'ALENE PUBLIC LIBRARY FOR SPECIFIC EVENTS HELD BY THE LIBRARY FOUNDATION; 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 5.08.160, is hereby amended to read as follows:*

5.08.160: BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS:

- A. No person shall consume any beer, wine or other alcoholic beverage or possess an open container of or containing any beer, wine or other alcoholic beverage on any public property, including public streets and alleys, within the city, or at any other place in the city, including any motor vehicle moving or stationary, with the following exceptions:
1. The premises of a private residence;
 2. Premises licensed for the sale of ~~on~~-on-site consumption of the particular type of alcoholic beverage involved;
 3. A certified forensic laboratory when the alcoholic beverage is possessed for evidentiary purposes and/or for testing and research purposes;
 4. A public law enforcement facility possessing alcoholic beverages for evidentiary purposes or for training purposes;
 5. Within the indoor premises of a private business when served free of charge to customers or patrons of the business in conjunction with a specific event then taking place inside the business premises;
 6. On a public sidewalk and/or other public right of way when such sidewalk or right of way is contiguous to a permitted outdoor eating facility, but only after issuance of and pursuant

to the terms of a permit authorized by the city council. Criteria that must be met for a permit to issue shall be set forth by resolution of the city council.

7. Within the indoor premises of the Coeur d'Alene Public Library when served free of charge to patrons or event attendees in conjunction with a specific event hosted by the Coeur d'Alene Public Library Foundation, the Friends of the Coeur d'Alene Public Library or other associated library organizations, pursuant to rules and policies adopted by the Coeur d'Alene Library Board of Trustees for such events.

8. As otherwise permitted by Municipal Code.

B. Furthermore, no person shall possess any container, whether open or not, of or containing any beer, wine or other alcoholic beverage on public property, ~~with the following exceptions:~~except at those public locations and under those conditions as set out in Subsection 5.08.160A or as otherwise permitted by Municipal Code.

~~1. A certified forensic laboratory; or~~

~~2. A public law enforcement facility.~~

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 5th day of June, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending 5.08.160 Beer, Wine or Liquor Prohibitions Within City; Exceptions

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING 5.08.160 BEER, WINE OR LIQUOR PROHIBITIONS WITHIN THE CITY; EXCEPTIONS, TO INCLUDE THE COEUR D'ALENE PUBLIC LIBRARY FOR SPECIFIC EVENTS HELD BY THE LIBRARY FOUNDATION; 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, Michael Gridley, am City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending 5.08.160 Beer, Wine or Liquor Prohibitions Within City; Exceptions, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15th day of May, 2012.

Michael Gridley, City Attorney



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES DEPARTMENT
OFFICE OF THE CITY CLERK

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2231
FAX (208)769-2388

June 5, 2012

To the Honorable Mayor Sandi Bloem and
Coeur d'Alene City Council

As in every life, change is inevitable. Decisions made, good or bad, create the path our lives take. Approximately 25 ½ years ago, Mayor Ray Stone made, and the Council confirmed, my appointment as your City Clerk. At that time, I did not realize the wonderful journey my life would take as your City Clerk.

Over the past 25+ years, I have served this City under 4 Mayors and 6 City Administrators. While City Clerk, I have seen the struggles we, as a city, have faced. And, as a community, we have overcome tremendous adversities. It is said that towns either grow or die, but they never stay the same. We have transformed ourselves from a "mill town" to a destination town where people have chosen to retire to or simply visit for our beautiful amenities. It has been my honor and privilege to work with such diverse and great leaders throughout this time of transition and the path our community has taken, not only to survive but to flourish. For the past quarter century I feel I have been a small part of this process by documenting the history as it unfolds for our city.

I have also seen changes at City Hall with our city government in both its leadership and organizational structure - some great, some not so great, and personally, some downright ugly. But as with this community, we have also overcome some tremendous adversities and are stronger today than ever. This accomplishment was not done by any one individual, but rather by a great and resilient team of professionals who work tirelessly to make our city government great.

Throughout these 25 years, I have met wonderful employees and I am blessed to say that some have become true friends. I do want to thank all the Mayors and City Councils that I have had the pleasure to serve under for this past quarter century. And Mayor Bloem, I have nothing but admiration and respect for you - you are a very honorable person who has brought vision and positive change to our community - you are truly a great leader.

And so in closing and in honor of Councilman Kennedy, I have found an Irish saying to leave you with: "It is easy to be pleasant when life flows by like a song, but the man worth while is the one who will smile when everything goes dead wrong. For the test of the heart is trouble, and it always comes with years, and the smile that is worth the praises of earth is the smile that shines through the tears."

Now, I feel it is time to pass the "City Seal" to another City Clerk who will continue to document the history of our fair City. Thus, I am respectfully requesting that the Mayor and City Council accept my resignation as City Clerk, effective January 3, 2013.

Sincerely,

Susan K. Weathers, CMC
City Clerk

FINANCE DEPARTMENT
Staff Report

DATE: June 5, 2012
FROM: Troy Tymesen, Finance Director, and Liaison to Parking Commission
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

In the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. The proposal from the Chamber and previously recommended by the Parking Commission is to allow the Chamber to lease the City owned lots for \$10,570.00, which is the projected revenue to the Parking Fund for the 4th of July event parking day. This would be the third year of this partnership. The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber is being asked to take on more responsibility for the traffic control expense on that day. Last year the Chamber supplied 11 flaggers. The City has asked the Chamber to supply 20 certified traffic flaggers at their cost.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$15.00 for event parking the gross income should be approximately \$12,080.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking lots: Museum, Memorial Field, Independence Point, the 3rd and 4th Street lot, 4th and Coeur d' alene as well as the upper Library lot or 1,510 spaces.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for the community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT/RECOMMENDATION:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

RESOLUTION NO. 12-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT FOR THE 4TH OF JULY PARKING LOT LEASE, WITH THE COEUR D'ALENE CHAMBER OF COMMERCE..

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Lease Agreement with the Coeur d' Alene Chamber of Commerce, for the 4th of July Parking Lot Lease 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 the 4th of July Parking Lot Lease, 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 5th day of June, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



CITY OF COEUR D'ALENE

City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2300
www.cdaid.org

June 5, 2012

Mr. Steve Wilson
Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Wilson:

Pursuant to City Council Resolution number 12-019, approved on June 5, 2012, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed city parking lots for July 4, 2012:

- 3rd and 4th Street lots
- Independence Point lot
- Museum lot
- Memorial Field lot
- 4th & Coeur d'Alene lot
- Coeur d'Alene Public Library

The term of the lease shall be 24 hours, starting at midnight on July 3, 2012 and ending at midnight July 4, 2012.

The rental amount for the lease shall be Ten Thousand Five Hundred and Seventy Dollars (\$10,570.00) payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2012.

The lessee agrees that it will charge no more than \$15.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Sandi Bloem, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Susan Weathers, City Clerk

Date: _____

Date: _____

PUBLIC HEARINGS

STAFF REPORT

DATE: June 5, 2012

TO: Mayor and City Council

RE: Public Hearing – Used Merchandise Dealer Employee License Fee

REPORT BY: Ron Clark, Police Captain

Tonight's public hearing is to consider establishing a fee for the administration and processing of a license for employees of User Merchandise Dealer businesses.

On April 27, 2012 the City Council adopted Ordinance No. 3437 amending the used merchandise dealers' regulations. Resolution 95-035 established the dealer's fee as follows: "Persons engaged in the business of loaning money with articles kept as security or buying and selling used articles- \$200.00". Since the fee for the dealer's license was amended in Resolution 95-035 it will remain at that rate. Ordinance No. 3437 does add the requirement for employees to be licensed and which process includes completing an FBI background check prior to having a license issued.

Staff is proposing a \$5.00/year license fee for employees. The employee's initial cost would include the proposed \$5.00 cost as well as their cost to apply and complete the FBI background check which is \$45.00. The FBI background check is only required for their initial licensure, annual renewals would then cost \$5.00/year. In order to be consistent, this fee is based on the same rate established for childcare facility employees who are also required to be licensed and complete an FBI background check.

RECOMMENDED ACTION: Staff is recommending adoption of Resolution 12-____ approve a annual \$5.00 license fee the employees of used merchandise dealers.

RESOLUTION NO. 12-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING CERTAIN CITY FEES.

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

WHEREAS, the City Council has determined that a new license fee for Used Merchandise Dealer employee's is necessary; and

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

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the license fee for Used Merchandise Dealer employees be adopted; NOW, THEREFORE,

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

Dept / Category	Description	Current Fee	Proposed Fee
<i>Municipal Services</i>	Used Merchandise Dealer, Employee – License Fee	None	\$5.00
<i>Municipal Services</i>	Used Merchandise Dealer, Employee – License Renewal Fee	None	\$5.00

DATED this 5th day of June, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

OTHER BUSINESS

RESOLUTION NO. 12-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE 2012 EMPLOYEE SEPARATION INCENTIVE - LETTER OF AGREEMENTS (LOA).

WHEREAS, in an effort to review and conserve resources that would result in a reduction of Personnel costs for Fiscal year 2012-2013, the City extended a Separation Incentive to employees with a separation date certain and who met required criteria.

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to enter into the 2012 Employee Separation Incentive - Letter of Agreement(s) pursuant to the terms and conditions set forth in each separate LOA, which are attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the 2012 Employee Separation Incentive – Letter of Agreement(s), with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said LOA's to the extent the substantive provisions of the Contract remain intact.

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

DATED this 5th day of June, 2012.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.