



Coeur d'Alene

CITY COUNCIL MEETING

July 15, 2008

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
JULY 1, 2008**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Hall July 1, 2008 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem

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

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

INVOCATION: The invocation was led by Reverend Paul VanNoy, Candlelight Church.

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

PROCLAMATION - PARKS DAY CELEBRATION: On behalf of Mayor Bloem, Councilman Bruning read the proclamation declaring July 12th as Parks Day in the City. Bob Hallock accepted the proclamation. He announced that this year the Parks Foundation will be hosting the celebration of Bluegrass, Ramsey, and Riverstone Parks and the Prairie Trail Connection.

PRESENTATION - WATER-WISE LANDSCAPING: Water Superintendent Jim Markley presented several tips to save water and money in residential landscaping. He noted that on a typical 12,000 sq. ft. lot the majority of the yard would be lawn (8,000 sq. ft.) which requires more water than a yard that utilizes both hardscape material and landscape plantings and other low water use elements. He suggested using native and climate-adapted plants as well as living mulches/ground cover. He noted that proper irrigation can reduce consumption up to 40%. Mr. Markley recommended watering in the late evening, at night, or early morning where evaporation is less as well as watering less often but watering deeper. He recommended installing a rain sensor/soil moisture sensor with automatic irrigation systems. He reminded residents to routinely check their sprinkler system to make sure the sprinkler heads are not watering the sides of houses or pavement. He suggested researching xeriscaping on the internet or Google "Water Sense EPA" for more suggestions on water-wise landscaping. Councilman Hassell suggested have the local Garden Club present an award for the residence that has created the best water-wise landscaped yard.

PUBLIC COMMENTS:

Jerry Frank, 1425 E. Lakeshore, commented that this past weekend he had opened his beach front property at Sanders Beach to the public. He believes that trading the beach for East Lakeshore Drive with the abutting homeowners was a good idea. He would like to see if there is common ground that would be satisfactory for both the homeowners in the area and the public.

Dennis Hinrichsen, 946 E. Spruce, voiced his concern that subdivision developments are not paying for their impact on the community. He urged the Council to require impact fees on the developments. He also believes that the Council has no "compunction" to protect existing property owners' rights and stated that the Council believes they can do what they want to do. He stated the only way that the Council will be redeemed is to humble themselves and repent.

David Barger, 530 W. Harrison, commented on water conservation and his concern of the previous speaker's anger of residential property rights and is concerned that the Council is not looking at the full picture.

Jim Brannon, 1310 Bering, thanked the City's law enforcement officers for keeping the order during Car d' Lane and Ironman.

CONSENT CALENDAR: Motion by Hassell, seconded by McEvers to approve the Consent Calendar as presented. Councilman Goodlander announced that there will not be a General Services Committee meeting on Monday, July 7, 2008.

1. Approval of minutes for June 17, 18, 2008.
2. Setting the Public Works Committee meetings for Monday, July 7th at 4:00 p.m.
3. RESOLUTION 08-039: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR CDBG GRANT ADMINISTRATIVE SERVICES.
4. Approval of sole source procurement of Blue Water Equipment for WWTP Pilot Testing.
5. Setting of Public Hearing for amendments to the Urban Renewal District for August 19, 2008.
6. Setting of Public Hearing (I-2-08) appeal of Federal Courthouse Parking Spaces Requirement for July 15, 2008.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Announced that on July 7th at 5:30 p.m. a meeting regarding the Midtown Project will be held. He added that representatives from Idaho Housing will be here to discuss the workforce housing project. Councilman Kennedy noted that this meeting is open to the public. Additionally on July 10th at 5:30 p.m. a forum on the Education Corridor will be held. A presentation of the Plans, MIT study, and economic impact study followed by an open question period will be done at this meeting. He also noted that this forum will be televised on CDA TV Channel 19.

COUNCILMAN GOODLANDER: Announced that on July 17th a meeting for the 4th Street reconstruction project is being planned with the time and location of this meeting to be determined.

MAYOR BLOEM: Mayor Bloem thanked the City Police, Fire, Streets, Parks, and all the volunteers for their work in achieving another successful year with Ironman.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls announced that Sherry Hood will read from her book July 8th in the Library Community Room. July 4th is our country's birthday and this year our country will be 232 years old. Mr. Ingalls announced that Police and Fire are requesting citizens to please comply with the regulations on alcohol, fireworks, and dogs in the park. He also reminded everyone that fireworks are not allowed on public property especially on Tubbs hill. Previously the City Council approved the construction of a Disc Golf Course and an agreement with Panhandle Kiwanis Club to construct an 18-hole tournament level disc golf course at Cherry Hill Park. Mr. Ingalls announced that residents can sponsor one of the 18 holes for \$500.00.

REFERENCE MANUAL FOR HUD'S CDBG FUNDING AND FORMATION OF AN AD HOC COMMITTEE: Project Coordinator Renata McLeod presented the proposed Reference Manual for HUD's CDBG Funding which will center around emergency and minor home repairs this inaugural year. She noted it is proposed that a maximum of \$3,000 for minor home repairs be allowed this first year, and asked that the City Treasurer be authorized to approve sub-recipient agreements under \$3,000. It is planned to charge a 3% interest rate on these loans. Loans will be made on a 1st-come, 1st-servc basis. Staff is recommending an Advisory Committee be formed to review incoming requests as well as to review other policies from other communities to improve the City's program. Motion by Goodlander, seconded by Edinger to approve the 2008 Reference Manual for CDBG funding and approve the establishment of an Ad Hoc Committee for CDBG issues and that said program be evaluated after one year for possible improvements/changes. Motion carried.

RESOLUTION 08-040

A RESOLUTION CALLING FOR AN ELECTION TO APPROVE OR DISAPPROVE THE IMPLEMENTATION AND COLLECTION OF A LOCAL VEHICLE REGISTRATION FEE IN KOOTENAI COUNTY.

STAFF REPORT: Jon Ingalls presented a proposal from Kootenai County Area Transportation Team (KCATT) to place before the voters this November a proposal to implement a \$24.00 increase in vehicle registration fees as a funding mechanism for construction, repair and maintenance of roadways in Kootenai County.

Motion by Hassell, seconded by Bruning to adopt Resolution 08-040.

DISCUSSION: Councilman Goodlander does not feel that this is the best thing to do at this time in light of the need for a new County jail. Councilman Edinger called for the question. Motion carried.

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

RCA-12-08 - REQUEST FOR CONSIDERATION OF ANNEXATION OF PROPERTY LOCATED AT 2735 FERNAN HILL ROAD: Senior Planner John Stamosos gave the staff report.

Mr. Stamosos reported that Steven B. Meyer is requesting council consideration for proceeding with the annexation process on an approximate 37,945 sq. ft. parcel at 2735 Fernan Hill Road. The request would bring a parcel served by City water into the City and also allow the applicant to hook up to the City's sewer system, as required by the Panhandle Health District, due to a failed septic system.

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

MOTION: Motion by Goodlander, seconded by McEvers to authorize the applicant to proceed with the annexation process for 2735 Fernan Hill Road.

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

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

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

The session began at 7:50 p.m. Members present were the Mayor, City Council, Deputy City Administrator and City Attorney.

Matters discussed were those of property acquisition. No action was taken and the Council return to their regular meeting at 8:01 p.m.

ADJOURNMENT: Motion by Edinger, seconded by Goodlander to continue this meeting to July 8, 2008 at 5:15 p.m. in the Old Council Chambers and then if needed to July 10, 2008 at 5:15 p.m. in the Old Council Chambers for Budget Workshops. Motion carried.

CITY CLERK'S NOTE: (The budget workshops scheduled in the above motion had been cancelled on July 3, 2008).

The meeting recessed at 8:02 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT COEUR D'ALENE CITY HALL
JULY 8, 2008**

The special session called by the City Council of the City of Coeur d'Alene, at the Coeur d'Alene City Library Community room for July 8, 2008 at 5:30 p.m., with there not being present upon roll call a quorum, this meeting was adjourned.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 08-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AUTHORIZING THE RENEWAL OF THE MUTUAL AID AGREEMENT WITH THE CITY OF SANDPOINT FIRE DEPARTMENT; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF LAND MANAGEMENT (BLM) FOR THE PRAIRIE TRAIL LAND EXCHANGE AND APPROVAL OF AN AGREEMENT WITH THE COEUR D' ALENE SCHOOL DISTRICT #271 FOR SCHOOL RESOURCE OFFICERS FOR THE DISTRICT'S FISCAL YEAR 2008 – 2009

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

- 1) Authorizing the Renewal of the Mutual Aid Agreement with the City of Sandpoint Fire Department;
- 2) Approving a Memorandum of Understanding with the Bureau of Land Management (BLM) for the Prairie Trail Land Exchange;
- 3) Approval of an Agreement with the Coeur d' Alene School District #271 for School Resource Officers for the District's Fiscal Year 2008 – 2009;

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 3" 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 15th day of July, 2008.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Staff Report

Date: July 2, 2008

To: Mayor and City Council

From: Kenny Gabriel, Fire Chief

Re: Mutual Aid agreement with the City of Sandpoint Fire Department

DECISION POINT: Should Mayor and Council allow the Fire Department to enter into a revised Mutual Aid agreement with the City of Sandpoint?

HISTORY: The Fire Department has Mutual Aid agreements with numerous neighboring Fire Departments. With our ever growing population and fire threats we have identified a need to have agreements in place with Departments in Idaho and Washington. Currently we do have an agreement with the City of Sandpoint. In an effort to make sure all agreements are as up to date as possible this agreement was reviewed and rewritten. There will be no change to our current relationship. This new agreement took care of some older language.

FINANCIAL ANALYSIS: There could be a cost associated with a response to their area.

DECISION POINT/RECOMMENDATION: Enter into a revised Mutual aid agreement with the Sandpoint Fire Department.

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: MUTUAL AID AGREEMENT WITH THE CITY OF COEUR D'ALENE FIRE DEPARTMENT

WHEREAS: When communities experience major fires and/or other types of disasters, they may require outside assistance to provide adequate man power and equipment; and,

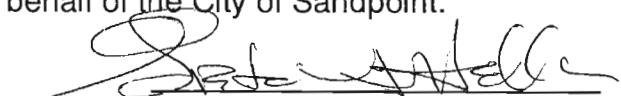
WHEREAS: A mutual aid agreement has been written setting out the terms and conditions under which the City of Sandpoint would provide or receive such assistance; and,

WHEREAS: The City of Coeur d'Alene Fire Department desires to enter into a mutual aid agreement with the City of Sandpoint; and,

WHEREAS: The Sandpoint City Council finds it is in the best interests of the City of Sandpoint to enter into said mutual aid agreement.

NOW, THEREFORE, BE IT RESOLVED THAT: The mutual aid agreement between the City of Sandpoint and the City of Coeur d'Alene Fire Department is hereby approved; a copy of this Agreement is attached hereto and made a part hereof by reference as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The mayor and city clerk are hereby authorized to execute said agreement on behalf of the City of Sandpoint.


Gretchen A. Hellar, Mayor

ATTEST:


Maree Peck, City Clerk

City Council Members:

	YES	NO	ABSTAIN	ABSENT
1. Boge	X			
2. Lockwood	X			
3. Newton	X			
4. Hawkins Motion	X			
5. Snedden	X			
6. Logan Second	X			

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2008, by and between the City of Coeur d'Alene, a municipal corporation of the State of Idaho, the City of Coeur d'Alene Fire Department, the City of Sandpoint, a municipal corporation of the State of Idaho, the City of Sandpoint Fire Department;

WITNESSETH:

WHEREAS, each of the parties hereto has an interest in the control of fires, fire protection, emergency medical service, hazardous materials control and/or other major emergency support; and

WHEREAS, an Agreement of this nature is authorized under Idaho Code 31-1430A; and

WHEREAS, in the event of a major fire, disaster or other emergency, any party may need assistance of the other parties to this Agreement, to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

WHEREAS, it is believed each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other parties to this Agreement in the event of such a major fire, disaster, hazardous materials control, or other emergency; and

WHEREAS, the equipment and facilities of each party are located in such a manner as to enable each party to render mutual assistance to the others; and

MUTUAL AID AGREEMENT

WHEREAS, it is not the intent of any of the parties hereto that this Agreement be interpreted to be a joint powers agreement or a creation of any separate legal or administrative entity, and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency; now, therefore

IT IS HEREBY AGREED as follows:

1. REQUEST FOR ASSISTANCE. The Commanding Officer or Incident Commander of the party (also known as the Requesting Party) at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from another party or parties to this Agreement, if confronted with an emergency situation, at which the Requesting Party has determined a need exists for equipment or personnel in excess of that available at the Requesting Party's facilities.
2. RESPONSE TO REQUEST. Upon receipt of a request as provided for in Paragraph No. 1 of this Agreement, the Commanding Officer of the party or parties receiving the request (also known as the Responding Party) shall immediately take the following action:
 - A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party, and determine the type of equipment and number of personnel available.

MUTUAL AID AGREEMENT

- B. Determine what available equipment and personnel, if any, should be dispatched in accordance with the plans and procedures established by the parties hereto.
 - C. In the event the requested equipment and/or personnel are available, the Commanding Officer shall dispatch such equipment and/or personnel to the scene of the emergency, with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, the Commanding Officer shall immediately advise the Requesting Party of such.
3. COMMAND RESPONSIBILITY AT EMERGENCY SCENE. The Incident Commander of the Requesting Party at the scene of the emergency, to which the response is made, shall be in command of the operations under which the equipment and/or personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and/or personnel shall be under the immediate supervision of the officer in charge of the responding equipment and/or personnel. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for operation.
4. LIABILITY. The parties agree that the Requesting Party shall assume liability for and hold the Responding Party harmless from all liabilities that arise out of command decisions or judgments. However, each party hereto agrees to assume responsibility for liabilities arising out of the actions of its own personnel and to hold all other parties harmless therefrom as to actions relating to performance under this Agreement.

MUTUAL AID AGREEMENT

5. RETURN OF EQUIPMENT. Upon completion of rendering of assistance, such help as is necessary will be given by all parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or on demand being made by the Responding Party for return of said equipment and personnel.
6. COMPENSATION. Each party agrees that it will not seek from any other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for payment of wages and other compensation and for carrying workers' compensation upon said employees. Each party shall be responsible for its own equipment and shall bear the risk of loss thereof, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the Responding Party for the actual cost of such chemicals.
7. INSURANCE. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
8. PRE-INCIDENT PLANNING. The Commanding Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the type and location of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under various possible circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operation. Such plans shall take into consideration the proper protection by the Responding Party of

MUTUAL AID AGREEMENT

its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hoses, and apparatus, so that said equipment can be fully utilized by any of the parties hereto.

9. SHARED PURCHASING. There shall be no joint or cooperative acquiring, holding or disposing of real or personal property under this agreement.
10. ADMINISTRATION AND FINANCE. There is not hereby created any separate legal or administrative entity as might be provided by Idaho Code. Each party hereto shall be responsible for administering and financing its separate obligations hereunder.
11. DOCUMENT CONTROL – EXECUTION. A duplicate original of this Agreement shall be filed at the administrative offices of each party. This Agreement shall be effective upon execution by the parties.
12. TERMINATION. This Agreement shall remain in full force and effect from year to year unless sooner terminated as follows:
 - A. A party desiring to terminate this Agreement shall serve written notice upon the other parties of its intention to terminate this Agreement. Such notice shall be served not less than ninety (90) calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate this Agreement on the date specified therein, unless rescinded prior thereto in writing.
 - B. Termination of the relationship effected by this Agreement shall not preclude future agreements for mutual aid between the parties.

MUTUAL AID AGREEMENT

13. AGREEMENT NOT EXCLUSIVE. This Agreement is exclusive as between the parties hereto. However, either of the parties hereto may, as they deem necessary or expedient, enter into a separate mutual assistance agreement or agreements with any other party or parties. Entry into such separate agreement shall not change any relationship or covenant herein contained, unless the parties hereto mutually agree in writing to such change.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

Attest: _____
Susan Weathers, Clerk

CITY OF SANDPOINT



Gretchen Hellar, Mayor

Attest: 

Maree Peck, Clerk

**PUBLIC WORKS
STAFF REPORT**

DATE: July 3, 2008

FROM: Doug Eastwood – Parks Director

SUBJECT: Memorandum of Understanding with the Bureau of Land Management (BLM) for
Prairie Trail land exchange

DECISION POINT: Whether the City should enter into an MOU with BLM to facilitate a land exchange of the Prairie Trail property for BLM owned railroad property.

HISTORY: The North Idaho Centennial Trail Foundation (NICTF), a private non-profit foundation, has acquired the 5.25 mile Union Pacific right of way from Beebe Boulevard to near Meyer Road to be developed as the Prairie Trail. NICTF and the City would like to see this property transferred to BLM for public ownership and maintenance. To accomplish this, the City would take the lead in facilitating a land exchange between the BLM for the BLM owned railroad corridor near downtown and NICTF for the Prairie Trail. The MOU provides that after the land exchange the BLM would own the Prairie Trail and it would be operated and maintained by the City. The City would then have control over the BLM railroad corridor for development of the Four Corners area and the Northwest Boulevard area. BLM officials have reviewed the proposal and are supportive of pursuing the land exchange. The land exchange would occur after the BNSF Railroad formally abandons the BLM land, probably some time in 2009.

FINANCIAL ANALYSIS: The City will have minimal transactional costs associated with the exchange. After the land exchange occurs, the City will enter into an agreement with BLM to operate and maintain the Prairie Trail. This will mainly involve mowing the right of way and will not involve significant costs. The City will benefit from having expanded its trail system and open spaces for no cost other than routine maintenance of the property.

PERFORMANCE ANALYSIS: The MOU agreement will provide a framework for the parties to proceed with a land exchange that will benefit the public.

DECISION POINT/RECOMMENDATION: Staff recommends approval of the MOU with BLM for the Prairie Trail land exchange.

MEMORANDUM OF UNDERSTANDING

Between:

U.S. Department of the Interior – Bureau of Land Management
Coeur d’Alene Field Office
and the
City of Coeur d’Alene, Idaho

Concerning:

Cooperative Endeavors for a Land Exchange and Trail Management

- I. Purpose. This Memorandum of Understanding (MOU) outlines goals and objectives for coordination and cooperation between the Bureau of Land Management (BLM) and the City of Coeur d’Alene (City) on matters relating to a land exchange and trail management in Coeur d'Alene, Idaho.

- II. Objectives.
 - A) To work cooperatively toward completion of a land exchange involving the Prairie Trail and the BLM railroad land in Coeur d'Alene; and,

 - B) Support the development of the Prairie Trail, to be operated and maintained by the City

Whereas, the City's vision is to be a thriving community where a beautiful, natural environment, strong infrastructure, and healthy economy combine to provide citizens a safe and desirable quality of life; and

Whereas, the City values vibrant, connected neighborhoods, safe routes to quality schools, access to outdoor recreational opportunities, sustainable, efficient transportation and healthy living for all citizens; and

Whereas, the City supports a strong local economy by the reclamation and preservation of abandoned railroad corridors in its inner city; and

Whereas, the BLM, working with partners at the local, state, and national levels, has a mission of sustaining the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations; and

Whereas, the BLM's vision for future generations includes creating higher quality and more opportunities for outdoor recreation experiences and safe, accessible public sites for all populations; and

Whereas, contemporary health and wellness issues, especially among children, require facilities and infrastructure that promotes active outdoor living, transportation and recreation; and

Whereas the City and BLM recognize that pedestrian and bicycle paths can connect neighborhoods, create safe routes to schools, provide access to outdoor recreational opportunities, provide infrastructure for sustainable, healthy and efficient transportation, preserve and restore railroad corridors; and

Whereas, the City has supported and facilitated the acquisition of 5.25 miles of railroad right of way from Union Pacific Railroad Company for an extension of the Centennial Trail known as the Prairie Trail; and

Whereas, the City would like to pursue a land exchange of the Prairie Trail land for land that is owned by BLM in Coeur d'Alene; and

Whereas, the exchange of the Prairie Trail land for the BLM land will benefit the citizens of North Idaho and the general public by extending and improving the trail system in Coeur d'Alene, preserving and reclaiming the railroad corridor; and

Whereas, the exchange of the Prairie Trail land for the BLM land will allow the City to achieve its goals for community oriented development of downtown industrial property while allowing BLM to acquire land that is better suited for outdoor recreation experiences for the general public; and

Whereas, the City is prepared to act on behalf of all community partners to facilitate the land exchange; and

NOW THEREFORE, the CITY and BLM mutually agree to use their best efforts and resources to exchange the Prairie Trail land and the BLM railroad land in Coeur d'Alene.

III. Authority. Section 206 of the Federal Land Policy and Management Act of 1976 (FLPMA), 43 USC 1716.

IV. Procedures. The BLM will follow existing procedures for processing land exchanges. The City will facilitate the exchange process by providing a legal description of the lands to be exchanged (Prairie Trail) and provide necessary documents for title transfer.

V. Administration. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations.

The need for this MOU is expected to continue for five years, at the end of which period, it will expire unless canceled, extended or renewed.

The terms of this MOU may be renegotiated, changed or cancelled at any time by either participant, following at least 30 days notice to the other participant. If this MOU is changed, changes will be in the form of an amendment and will become effective upon signature by all of the participants.

The MOU will become effective upon signature by the participants.

APPROVED:

Eric R. Thomson
BLM Coeur d'Alene Field Manager

Date

Sandi Bloem
Mayor, City of Coeur d'Alene

Date

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
 County of Kootenai)

On this 15th day of July, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
 County of Kootenai)

On this _____ day of _____, 2008, before me, a Notary Public, personally appeared **Eric R. Thomson**, known to me to be the Field Manager, of **BLM Coeur d' Alene**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

 Notary Public for Idaho
 Residing at _____
 My Commission Expires:

TO: Wendy Gabriel
City Administrator

FROM: Wayne Longo
Chief of Police

SUBJECT: School Resource Officer agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

DATE: August 13, 2008

Decision Point: Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2008-2009.

History: The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis: The school district has agreed to pay 50% of the personnel costs associated with this program. In addition they have agreed to pay 100% of overtime personnel costs associated with school activities beyond the regular school day.

Performance Analysis: The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Quality of Life Analysis: The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point: Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2008-2009. The School District is committed to this program and has already signed the 2008-2009 contract with the intention of maintaining this program.

Wayne Longo
Chief of Police



Coeur d'Alene School District No. 271

ADMINISTRATIVE CENTER

311 N. 10th Street • Coeur d'Alene, Idaho 83814 • (208) 664-8241

7-8-08

Hi Susan,

Enclosed is the signed agreement between the city and district re: SRO's.

This was approved and signed at last evening's board meeting.

Thank you.

Lynn Towne
Clerk.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2008-2009

THIS AGREEMENT is entered into this 7th day of July, 2008, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide five (6) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses, located in the City of Coeur d'Alene; and
2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at all elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and

4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and

2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training will take place at all elementary schools, Coeur d'Alene High School, Lake City High School, Project CDA, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or

omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of One Hundred Eighty Three Thousand Seven Hundred Twenty Six Dollars and 00/100 (\$183,726.00) to be paid quarterly.

In addition to the above, the CITY will provide a monthly billing for officer overtime incurred during the previous month. DISTRICT will render payment within thirty (30) days of receipt of the CITY'S billing.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2008-2009 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before June 1, 2009, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VI. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the ____ day of _____, 2008, pursuant to Resolution No. 0_ - ___, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE

COEUR D'ALENE SCHOOL
DISTRICT #271

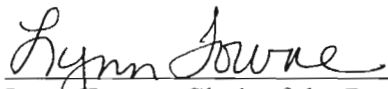
By: _____
Sandi Bloem, Mayor

By: 
Edith Brooks, Chairperson

Attest:

Attest:

Susan K. Weathers, City Clerk



Lynn Towne, Clerk of the Board

APPROVED as to form and legality this ____ day of _____, 2008.

By: _____
Michael C. Gridley, City Attorney

By: _____
Charles Dodson, Attorney for School District 271

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: July 7, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Vacation of Portions of Easements in the Riverstone West
And Riverstone West 1st Addition Subdivisions**

DECISION POINT

The applicant, Riverstone West, LLC, is requesting the vacation of portions of easements that were granted on the noted plats. The committee is being requested to make a recommendation to the City Council on whether or not to proceed with the request for vacation. The easement portions are as follows:

1. Portion of John Loop roadway that is unneeded due to directional realignment of the street (map attached).
2. Sanitary sewer easement that was never utilized due to sanitary line relocation (map attached).
3. Portion of bike trail easement that is situated within the open pit area and not necessary due to trail realignment (map attached).

HISTORY

The noted easements were dedicated during the initial stages of the Riverstone West development, prior to the actual completion of site work. As the development has progressed, redesign of facilities and actual installations have caused the infrastructure to be relocated, and, new or altered easements established.

FINANCIAL ANALYSIS

There are no financial impacts to the City with any of the requested vacations.

PERFORMANCE ANALYSIS

The developer has provided new easements where necessary for the realignment of facilities.

SUMMARY

Because these easements were dedicated on a plat document, they must be vacated in accordance with Idaho Code 50-1306. The portions of the easements that are involved in this request do not serve any functional purpose in the current locations, therefore they may be vacated without impacting the installed infrastructure.

EXHIBIT 'A'
RIGHT OF WAY EASEMENT VACATION

BEING A PORTION OF TRACT "B" OF RIVERSTONE WEST FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 488, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

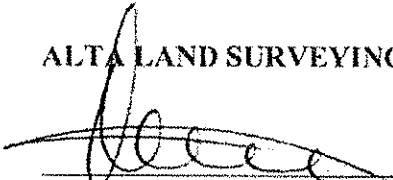
COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT "B"; THENCE ALONG THE WESTERLY LINE OF SAID TRACT "B"

- | | | |
|-------------------------|-------------|--|
| 1. SOUTH 44°07'21" WEST | 370.52 FEET | TO THE BEGINNING OF A NON-TANGENT 550.00- FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 16°01'12" WEST, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE ALONG THE ARC OF SAID CURVE |
| 2. NORTHEASTERLY | 153.78 FEET | THROUGH A CENTRAL ANGLE OF 16°01'12" TO A POINT OF CUSP; THENCE TANGENT TO SAID CURVE |
| 3. NORTH 90°00'00" WEST | 174.55 FEET | TO A POINT ON SAID WESTERLY LINE OF TRACT "B"; THENCE ALONG SAID WESTERLY LINE OF TRACT "B" |
| 4. NORTH 44°07'21" EAST | 29.75 FEET | TO THE TRUE POINT OF BEGINNING. |

CONTAINS 0.030 ACRES MORE OR LESS

PREPARED BY:

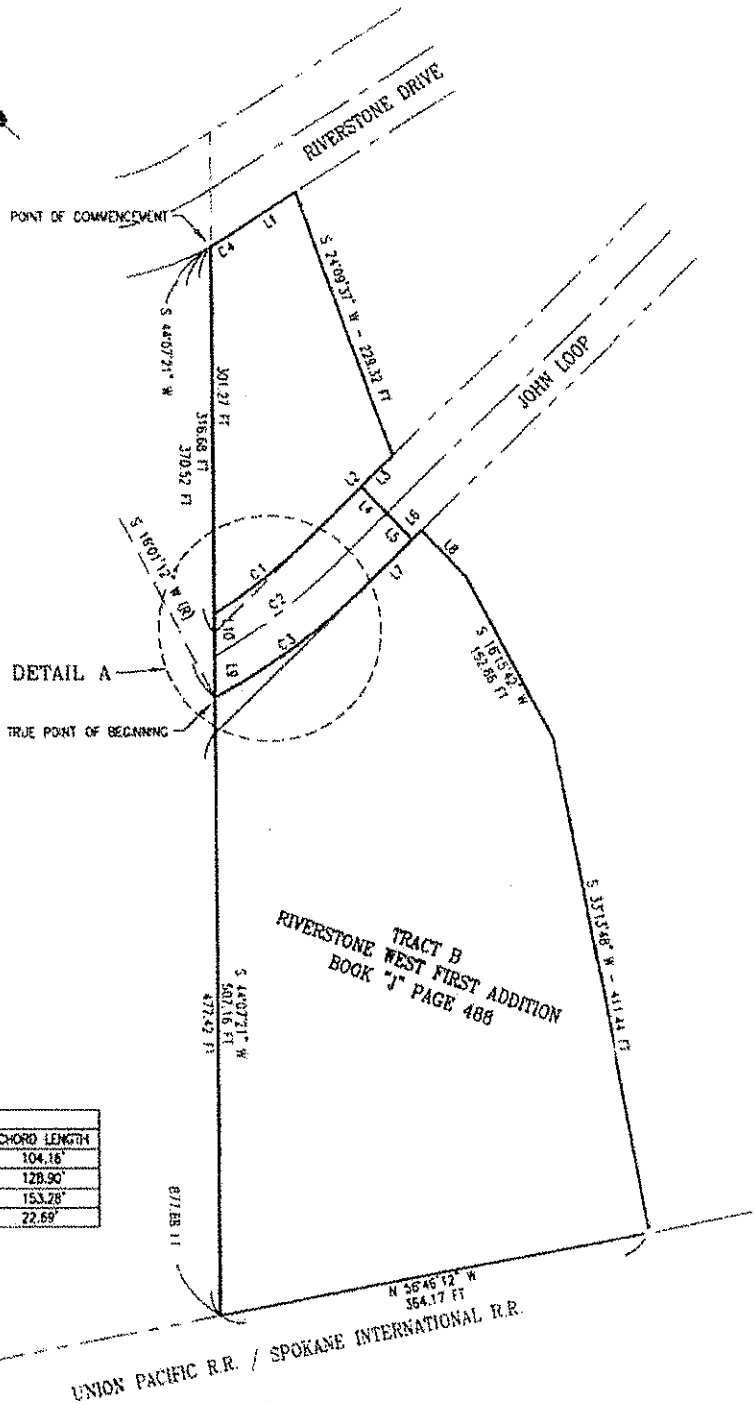
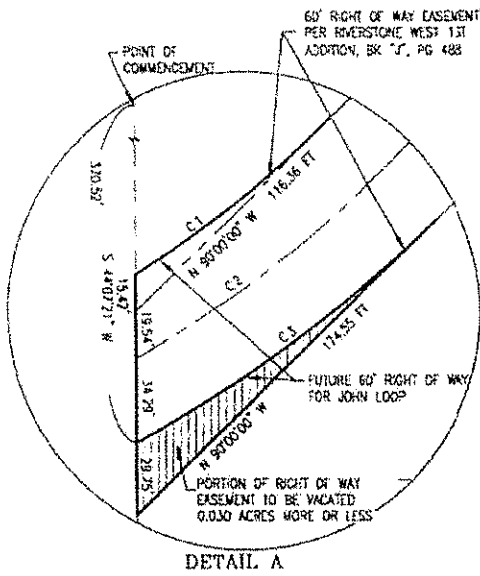
ALTA LAND SURVEYING, INC.


MIGUEL A. MARTINEZ
P.L.S. 8076
EXP. 07/31/09

06/12/09
DATE

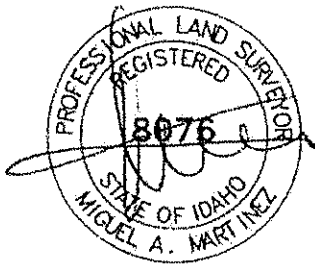


EXHIBIT "B"



NUMBER	DIRECTION	DISTANCE
L1	S 78°09'28" E	60.79'
L2	N 90°00'00" W	93.79'
L3	N 90°00'00" E	36.23'
L4	S 00°00'00" W	30.00'
L5	S 00°00'00" W	30.00'
L6	N 90°00'00" W	10.54'
L7	N 90°00'00" E	68.10'
L8	S 00°03'51" W	51.38'
L9	S 44°07'21" W	34.29'
L10	S 44°07'21" W	34.95'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	12°12'10"	490.00'	104.35'	S 83°53'55" E	104.16'
C2	14°14'23"	520.00'	129.23'	S 87°32'49" E	128.90'
C3	16°01'12"	550.00'	153.78'	S 81°59'24" E	153.28'
C4	05°00'09"	760.00'	27.70'	S 75°39'54" E	27.69'



Alta Land Surveying
 9517 GROSSMONT SUMMIT DRIVE
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 miguel@altaandsurveying.com cell: (619) 823-2582

EXHIBIT "B"

RIGHT OF WAY
 EASEMENT TO BE
 VACATED

DRAWN BY RDS	CHECKED BY KAM
DESIGNED BY NMA	
DATE 08-00-05	
PROJECT NO 08-0005	
SHEET NO 1	OF 1

EXHIBIT 'A'
SEWER EASEMENT VACATION

ALL THAT OF A 20.00-FOOT WIDE EASEMENT FOR SANITARY SEWER PURPOSES LOCATED IN TRACT "B" OF RIVERSTONE WEST FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 488, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D' ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

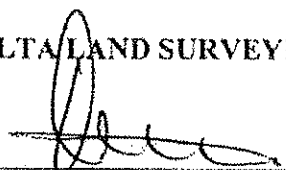
BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT "B", SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT DESCRIPTION; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT "B";

- | | | |
|-------------------------|-------------|---|
| 1. NORTH 56°46'12" WEST | 200.84 FEET | THENCE LEAVING SAID SOUTHERLY LINE OF TRACT "B" |
| 2. NORTH 33°13'48" EAST | 20.00 FEET | ;THENCE |
| 3. SOUTH 56°46'12" EAST | 200.84 FEET | PARALLEL WITH AND 20.00-FEET FROM SAID SOUTHERLY LINE OF TRACT "B" MEASURED AT RIGHT ANGLES TO A POINT ON SAID EASTERLY LINE OF TRACT "B"; THENCE ALONG SAID EASTERLY LINE OF TRACT "B" |
| 4. SOUTH 33°13'48" WEST | 20.00 FEET | TO THE TRUE POINT OF BEGINNING. |

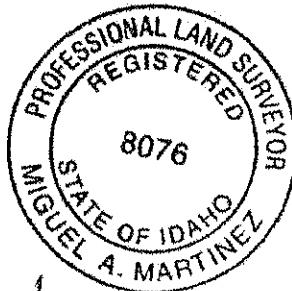
CONTAINS 0.092 ACRES MORE OR LESS

PREPARED BY:

ALTA LAND SURVEYING, INC.

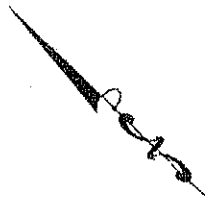

MIGUEL A. MARTINEZ

06/12/08
DATE



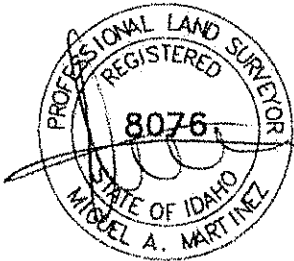
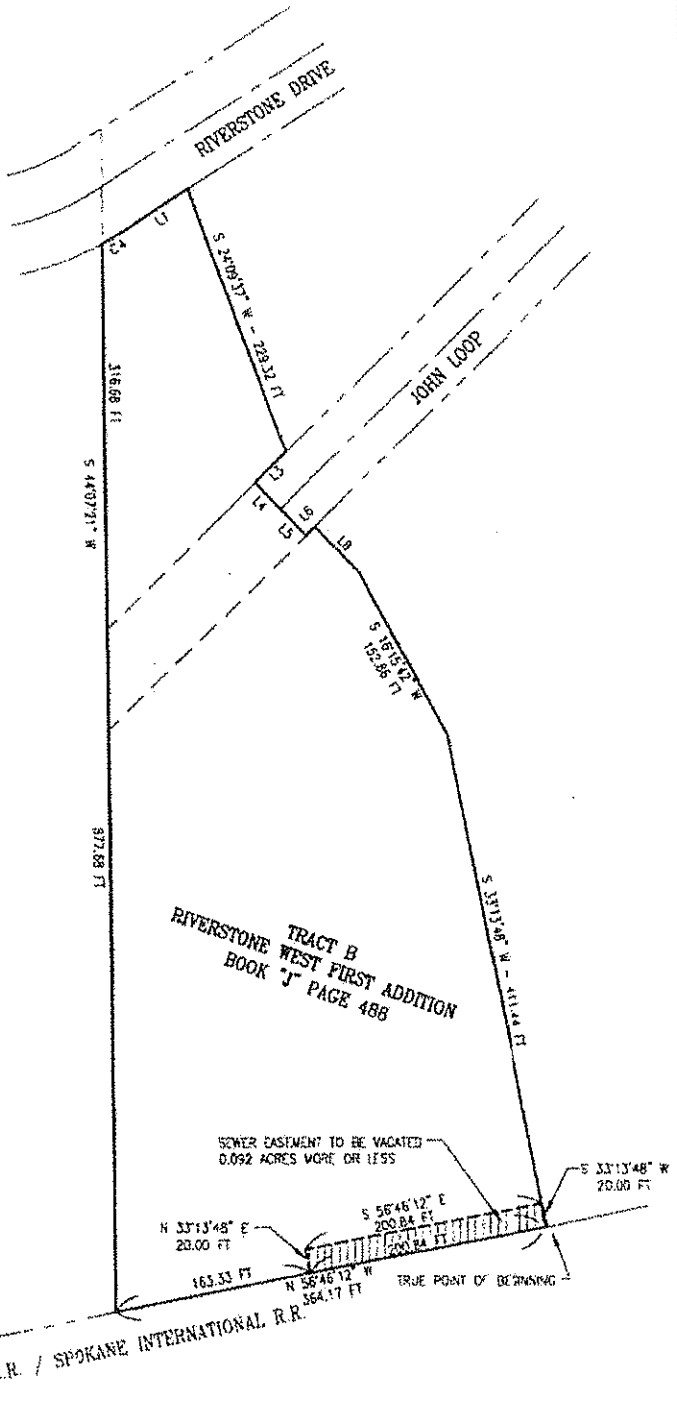
P.L.S. 8076
EXP. 07/31/09

EXHIBIT "B"



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 78°09'29" E	60.79'
L2	N 90°00'00" W	93.79'
L3	N 90°00'00" E	36.23'
L4	S 00°00'00" W	30.00'
L5	S 00°00'00" W	30.00'
L6	N 90°00'00" W	10.54'
L7	N 90°00'00" E	68.10'
L8	S 00°03'51" W	51.38'
L9	S 44°07'21" W	34.29'
L10	S 44°07'21" W	34.96'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	12°12'10"	490.00'	104.36'	S 83°53'55" E	104.16'
C2	1°14'23"	520.00'	129.23'	S 82°52'49" E	128.90'
C3	1°01'12"	550.00'	153.78'	S 81°58'24" E	153.28'
C4	05°00'09"	260.00'	22.70'	S 73°39'54" E	22.69'




Alta Land Surveying
 9517 GROSSMONT SUMMIT DRIVE
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 miguelt@altalandsurveying.com cell: (619) 823-2582

EXHIBIT "B"

SEWER EASEMENT TO BE VACATED

DRAWN BY	DESIGNED BY
ISS	VAM
DATE	05/04/08
TITLE	1" = 100'
PROJECT NO.	08-0006
SHEET NO.	1 OF 1

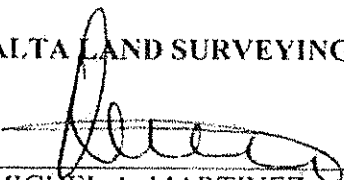
EXHIBIT 'A'
CENTENNIAL TRAIL EASEMENT VACATION

A 10.00-FOOT WIDE CENTENNIAL TRAIL EASEMENT WITHIN A PORTION OF THE PLAT OF RIVERSTONE WEST ADDITION RECORDED IN BOOK "J" OF PLATS, PAGE 339, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, IN THE CITY OF COEUR D'ALENE, COUNTY OF KOOTENAI, STATE OF IDAHO, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID 10.00-FOOT EASEMENT LYING WESTERLY OF THE EASTERLY LINE OF TRACT "B" OF THE PLAT OF RIVERSTONE WEST FIRST ADDITION, RECORDED IN BOOK "J" OF PLATS, PAGE 488, RECORDS OF KOOTENAI COUNTY, IDAHO.

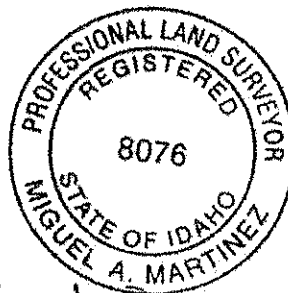
PREPARED BY:

ALTA LAND SURVEYING, INC.


MIGUEL A. MARTINEZ

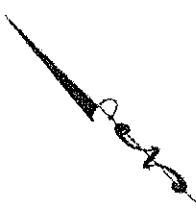
P.L.S. 8076

EXP. 07/31/09



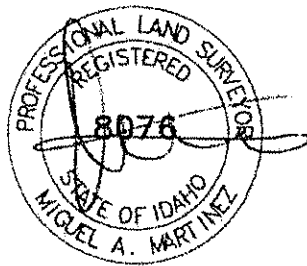
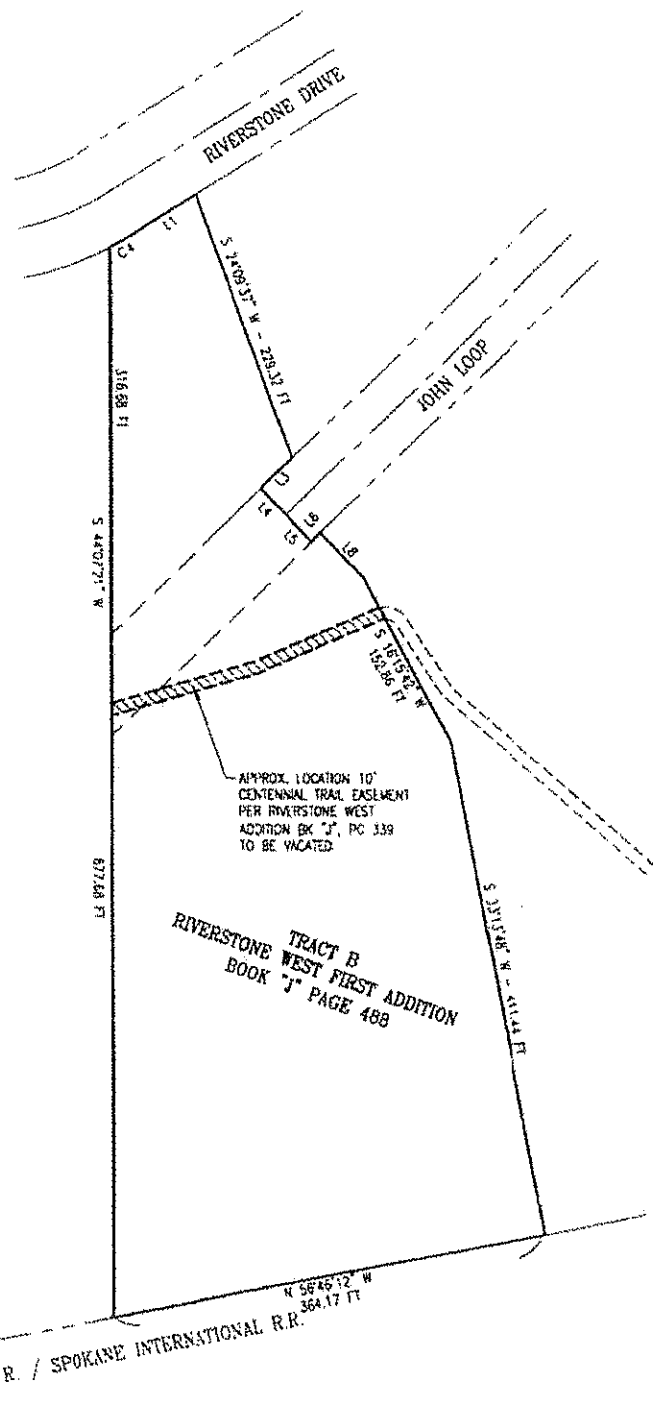
06/12/08
DATE

EXHIBIT "B"



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 78°09'29" E	60.78'
L2	N 90°00'00" W	93.79'
L3	N 90°00'00" E	36.21'
L4	S 00°00'00" W	30.00'
L5	S 00°00'00" W	30.00'
L6	N 90°00'00" W	10.54'
L7	N 90°00'00" E	68.10'
L8	S 00°03'51" W	51.38'
L9	S 44°07'21" W	34.29'
L10	S 44°07'21" W	34.96'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	12°12'10"	490.00'	104.36'	S 83°53'35" E	104.16'
C2	14°14'23"	520.00'	129.23'	S 82°52'49" E	128.90'
C3	16°01'12"	550.00'	153.78'	S 81°58'24" E	153.28'
C4	05°00'09"	260.00'	22.70'	S 75°39'54" E	22.69'



Alta Land Surveying
 9517 GROSSMONT SUMMIT DRIVE
 LA MESA, CA 91941
 PHONE / FAX: (619) 579-2582
 miguel@altalandsurveying.com cell: (619) 823-2582

EXHIBIT "B"

CENTENNIAL
 TRAIL EASEMENT
 TO BE VACATED

DRAWN BY: EJS	CHECKED BY: MAY
DESIGNED BY: MAY	
DATE: 05-04-09	
SCALE: 1" = 150'	
PROJECT NO: CD 0005	
DRAWING NO: 1 OF 1	

**CITY COUNCIL
STAFF REPORT**

DATE: July 15, 2008
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Parkside Condominiums, Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 1 lot, sixty nine (69) unit commercial/residential condominium development.

HISTORY

- a. Applicant: Parkside, LLC
701 E. Front Street
Suite 301
Coeur d'Alene, ID 83814
- b. Location: North side of Front Street, between 6th & 7th Streets.

FINANCIAL ANALYSIS

There are no financial agreements associated with this final plat approval.

PERFORMANCE ANALYSIS

There are no platting issues related to the subject property and the final plat document is ready for recordation. All development related issues are addressed through the building permit process for the subject property.

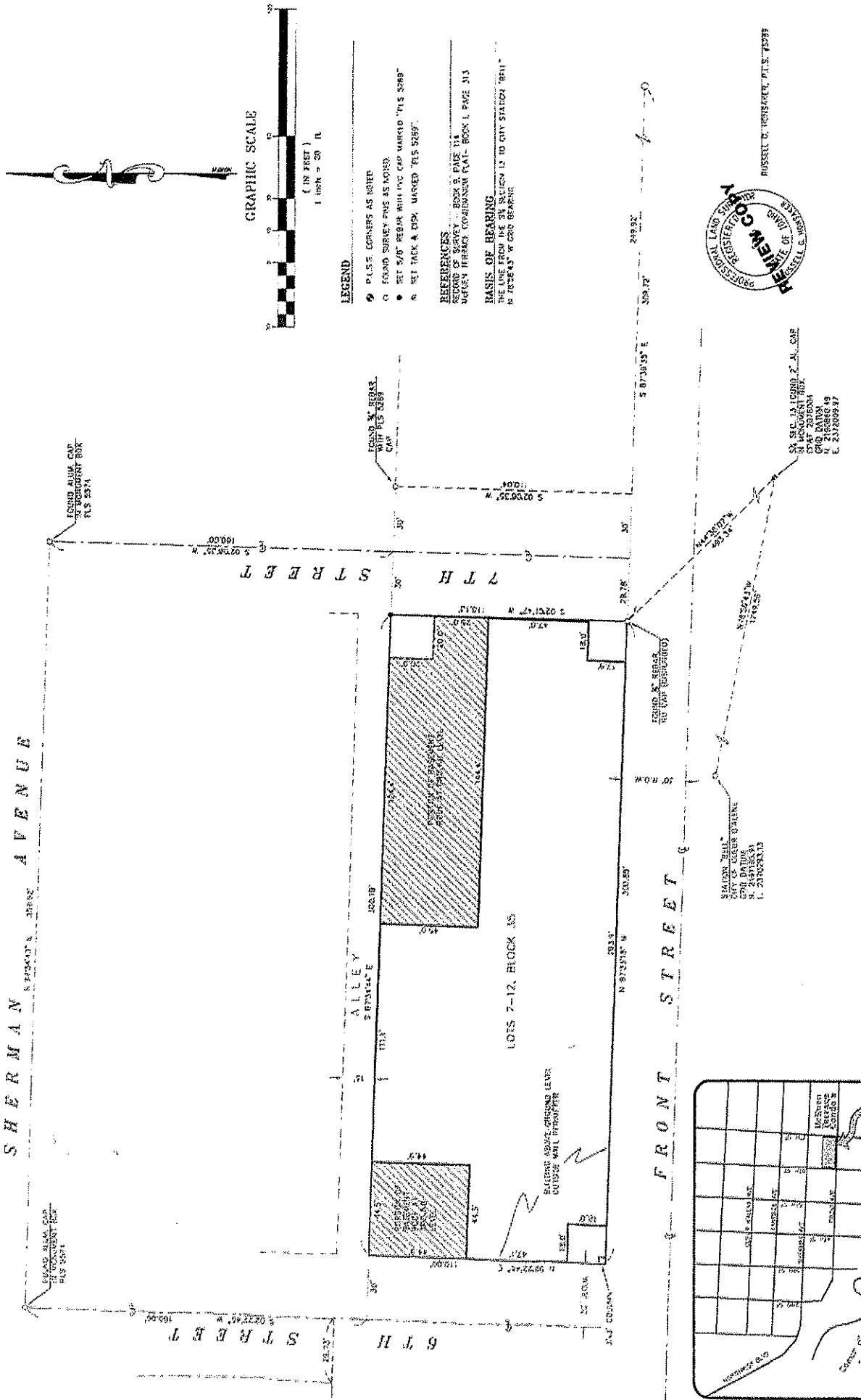
DECISION POINT RECOMMENDATION

1. Approve the final plat document.

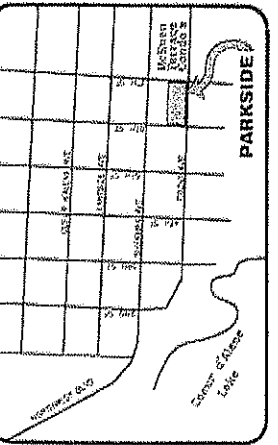
PARKSIDE CONDOMINIUM

LOTS 7-12, BLOCK 35, FLAT OF COEUR D'ALPINE AND KINGS ADDITION
IN A PORTION OF THE S½ SEC. 13, T.50N., R.4W., B.M.,
IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CONFORM COPY BOOK , PAGE
INST. No.



- LEGEND**
- P.L.S. CORNERS AS NOTED
 - FOUND SURVEY PINS AS NOTED
 - SET 5/8" PEGS WITH PVC CAP MARKED "PLS 5589"
 - SET TACK & DIP, MARKED "PLS 5589"
- REFERENCES**
- SEC. OF SURVEY BOOK 8, PAGE 111
 - MAPS ON RECORD COMMISSION PLAT. BOOK 1, PAGE 313
- BASIS OF BEARING**
- THE LINE FROM THE SW CORNER TO THE N. CORNER OF THE 10' X 10' W. CORNER BEARING



RUSSELL G. HENNINGSEN, P.L.S. 72387

PARKSIDE CONDOMINIUM		FRANK & SHERMAN, PA	
Scale: 1"=30'		Consulting Engineers	
Date: 8/3/08	13-50N-4W C317	50 West 10th Street, Coeur d'Alene, Idaho 83814	
P.L.S. 5541-105		Professional Engineer License No. 14387	

DATE: JULY 11, 2008
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: AUGUST 5, 2008

Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-3-08	Proposed zoning in conjunction with annexation from County Industrial to C-17 (Commercial at 17 units/acre) Applicant: Riverstone West, LLC Location: Near the intersection of Beebee Road in the Riverstone Development	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **August 5, 2008.**

JS:ss

DATE: JULY 11, 2008
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: AUGUST 19, 2008

Mayor Bloem,

The Planning Department has forwarded the following item to the City Council for scheduling of a public hearing. In keeping with state law and Council policy, the Council will set the date of the public hearing upon receipt of recommendation.

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-4-08	Proposed zoning in conjunction with annexation from County Restricted Residential to R-1 (Residential at 1 units/acre) Applicant: U.S. Department of Interior Bureau of Land Management Location: 945 Highway 95	Recommended Approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **August 19, 2008.**

JS:ss

ANNOUNCEMENTS

Memo to Council

DATE: July 3, 2008

RE: Appointments to Boards/Commissions/Committees

The following re-appointments are presented for your consideration for the July 15th Council Meeting:

SHARMON SCHMITT
TED LLOYD

PERSONNEL APPEALS BOARD
PERSONNEL APPEALS BOARD

Copies of the available data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Pam MacDonald, Personnel Appeals Board Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

July 7, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Troy Tymesen, Finance Director
Chris Bates, Project Manager
Jon Ingalls, Deputy City Administrator
Renata McLeod, Project Coordinator
Mike Gridley, City Attorney
Juanita Van Cleave

GUESTS PRESENT

Sheryldene Rogers , Goodale & Barbieri Company
John Bruning, on behalf of St. Vincent De Paul
Jeff Conroy, St. Vincent De Paul, Executive Director

Item 1 V-08-01 Vacation of Easements within the Riverstone West Subdivision
Consent Calendar

Chris Bates, Project Coordinator, reported that this is a housekeeping item in which Riverstone West, LLC, is requesting the vacation of portions of easements as follows:

1. Portion of John Loop roadway that is unneeded due to directional realignment of the street.
2. Sanitary sewer easement that was never utilized due to sanitary line relocation.
3. Portion of bike trail easement that is situated within the open pit area and not necessary due to trail realignment.

Mr. Bates went on to report that the easements were dedicated during the initial stages of the Riverstone West development, prior to the actual completion of site work. As the development has progressed, redesign of facilities and actual installations have caused the infrastructure to be relocated, and, new or altered easements established. Lastly, Mr. Bates added that the developer has provided new easements where necessary for the realignment of facilities.

MOTION by Kennedy, seconded by McEvers, to recommended that council approve setting of public hearing for August 19th for the vacation of portions of Easements in the Riverstone West and Riverstone West 1st Addition Subdivisions and send to council for public hearing.

VOTE: Motion carried.

Item 2 Agreement for Intent to Lease Portion of City-Owned Land to St. Vincent de Paul
Resolution No. 08-042

Renata McLeod, Project Coordinator, displayed the PUD map and explained that Parcel 1 has an existing house that is currently being rented. The City previously entered into an agreement with St. Vincent's to build an 811 project on Parcel 2 that will have 15 units for those with chronic mental illness. Parcels 3 and 4 were set aside for future 202 construction HUD projects for low income senior citizen. Mrs. McLeod noted that the request before the committee was for a 15 unit project on parcel 4. As of last week they found that the City was deemed as a metropolitan area for HUD purposes. This means the City has a higher competition rating and can go for more housing units. However, the City will be competing with other areas such as Portland, Oregon. Mrs. McLeod reported that staff is asking to enter into an

intent to lease agreement for parcels 3 and 4. This will allow St. Vincent De Paul to move forward with an application for a 202 project for approximately 37 units instead of 15, meet the PUD plan earlier than planned, which gets the housing units out to the community sooner than previously planned.

Councilman Hassel asked if this will be a joint project with St. Vincent de Paul. Mrs. McLeod responded, yes.

Councilman McEvers asked for clarification of the request. Mrs. McLeod reiterated that in the original staff report, staff was requesting approval to lease only parcel 4. Staff is now requesting approval to lease parcels 3 and 4. Council McEvers asked for clarification of what 'metropolitan area' means to the City. Sheryldene responded that money is the largest part of it. It also allows the City to request more units. In the non-metropolitan allocation there were only 14 units being allocation for both Oregon and Idaho. With the Metropolitan allocation there are 45 units available. On the flip side, the City is now competing with the big players such as Portland, Oregon. Ms. Rogers noted that the City leasing the ground for this project will bring in more points to the grant application. Councilman McEvers asked if this means the amount of the grant will be larger. Ms. Rogers responded, yes. Mrs. McLeod stated that the City will construct the infrastructure and then bill back to each HUD project, so the city will be reimbursed the money for a portion of the infrastructure construction based on the frontage of each lot.

Councilman Kennedy asked if the metropolitan area allocation is the same as the MSA from the federal government for other purposes. Mrs. McLeod responded, no, the metropolitan designation is specific to the 202 and 811 grants. Councilman Kennedy asked how the City can compete for a grant with Portland as he would think they would have more need. Ms. Rogers went on to explain the application and point earning process. Ms. Rogers believes the City is in a good position to compete with Portland. She believes the fact that the City is leasing the land will earn high points.

MOTION by McEvers, seconded by Kennedy, to recommend council adopt Resolution No. 08-042 authorizing an agreement for intent to lease portions of city-owned property, specifically, Parcels 3 and 4, on Neider Avenue to St. Vincent de Paul for an affordable senior housing project.

VOTE: Motion carried.

Item 3 Memorandum of Understanding with Bureau of Land Management for Prairie Trail Land Exchange.
Consent Resolution No. 08-041

Mike Gridley, City Attorney, reported that the North Idaho Centennial Trail Foundation (NICTF) has acquired the 5.25 mile abandoned UP right of way from Beebe Boulevard to near Meyer Road to be developed as the Prairie Trail. NICTF would like to see this property transferred to the public for ownership and maintenance. To accomplish this, the City would take the lead in facilitating a land exchange with the BLM for the BLM owned railroad corridor near downtown. After the land exchange the BLM would own the Prairie Trail and it would be operated and maintained by the City. The City would then have control over the BLM railroad corridor for development of the Four Corners area and the Northwest Boulevard area. BLM officials have reviewed the proposal and are supportive of pursuing the land exchange. The land exchange would occur after the BNSF formally abandons the BLM land, probably some time in 2009. Mr. Gridley went on to explain that the City would have minimal transactional costs associated with the exchange. After the land exchange occurs, the City will enter into an agreement with BLM to operate and maintain the Prairie Trail. This will mainly involve mowing the right of way and will not involve significant costs. The City will benefit from having expanded its trail system and open spaces for no cost other than routine maintenance of the property. Mr. Gridley pointed out to the Committee that the draft provided to them reflected the Memorandum of Understanding is

expected to continue for three year. After talking with the BLM, they have chose to extend that to five years. Mr. Gridley went on to explain what actions are expected to happen within those 5 years.

Councilman Kennedy told a brief story of an experience he had recently with a citizen on the new Prairie Trail. He believes this trail is a huge asset to the City. The Committee thanked Mr. Gridley for his effort in seeing this project through. Mr. Gridley thanked the Council for their approval, five years ago, to go forth with the project.

MOTION by Kennedy, seconded by McEvers, to recommend council adopt Resolution No. 08-041 approving the Memorandum of Understanding with BLM for the Prairie Trail land exchange.

VOTE: Motion carried.

DISCUSSION: Mr. Gridley announced the NICTF Grand Opening Event of the Prairie Trail that will be July 12th at 4:00 p.m. at Riverstone that will be held in conjunction with the Parks Day Celebration. There will be many activities going on to include free food. Mr. Gridley invited all citizens to come out and participate in the events.

The meeting adjourned at 4:30 p.m.

Respectfully submitted,

Juanita Van Cleave for
Amy C. Ferguson
Public Works Committee Liaison

MEMORANDUM

DATE: JULY 9, 2008

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: TROY TYMESEN, FINANCE DIRECTOR
RENATA MCLEOD, PROJECT COORDINATOR

RE: AUTHORIZING AN AGREEMENT FOR AN INTENT TO LEASE A PORTION OF CITY-OWNED LAND ON NEIDER AVENUE LANE WITH ST. VINCENT DE PAUL FOR AN AFFORDABLE SENIOR HOUSING PROJECT

DECISION POINT: To authorize an agreement for intent to lease a portion of city-owned property on Neider Avenue to St. Vincent de Paul for an affordable senior housing project.

HISTORY: The City of Coeur d'Alene listed as one of its top ten strategic goals for this year finding ways to implement affordable housing. Additionally, the housing needs assessment conducted by BBC in October 2006, included six goals/recommendations for the City to assist with affordable housing. Goal number 2 states that the City should "[d]evelop more deeply subsidized rental units, including affordable senior rentals and housing with supportive services." The report continues by stating that the City should facilitate the development of 200 units of deeply subsidized rental housing. St. Vincent De Paul has contacted staff with an opportunity to collaborate on an affordable senior housing project. St. Vincent De Paul is in the process of completing a grant application to the HUD 202 program for subsidized housing, for approximately \$3.3 million. The grant includes a commitment of 40 years of subsidization of rents. The project will include 37 units for very low-income senior citizens. Based on the recent approval of the planned unit development (PUD) and short plat, staff recommends the use of lots 3 and 4, as outlined in the attached drawing. The City will continue to own the land and meet the requirements of the PUD and zone change. Additionally, leasing this lot to St. Vincent de Paul will strengthen their grant application. The attached agreement of intent to lease land outlines information needed for the grant application. In the meantime, staff will work out the terms of a land lease that will ensure affordability of the units into the future.

FINANCIAL ANALYSIS: Currently no hard costs would be associated with this item, since the property is owned by the City. There may be some future partnership opportunities wherein the City could allocate funds.

PERFORMANCE ANALYSIS: In an effort to continue implementing strategies for affordable housing, this opportunity to collaborate with St. Vincent De Paul is a great project to target subsidized housing for the very low-income senior population, and fulfill the outline of the Planned Unit Development.

DECISION POINT: To authorize an agreement for intent to lease a portion of city-owned property on Neider Avenue to St. Vincent de Paul for an affordable senior housing project.

RESOLUTION NO. 08-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT OF INTENT TO LEASE CITY PROPERTY WITH ST. VINCENT DE PAUL.

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with St. Vincent De Paul for intent to lease a portion of city-owned property on Neider Avenue for an affordable senior housing project, pursuant to the terms and conditions set forth in said 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 with St. Vincent De Paul, 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 15th day of July, 2008.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

AGREEMENT OF INTENT TO LEASE

This Agreement (“Agreement”) is entered into this 15th day of July, 2008, by and 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 “CITY,” and **ST. VINCENT DE PAUL**, an Idaho non-profit organization whose address is 108 East Walnut, Coeur d’Alene, Idaho 83814.

RECITALS

- A. The CITY is the owner of the real property, described as:

Lots 3 and 4, Braunsen Addition; a replat of Lot 1, Block 2 of Clark Addition, (BK. I P. 187) Portion of E ½ of Section 2, Township 50 North, Boise Meridian, City of Coeur d’Alene, Kootenai County, Idaho
- B. In connection with the construction of a HUD 202 Senior Housing Project (the “Project”) on a portion of the Property, the CITY intends to lease the Property to ST. VINCENT DE PAUL, or its designated single-asset corporation, with revisions as required by HUD to satisfy the terms of the HUD 202 program.
- C. It is the intent of the parties to negotiate the terms of the Lease, which shall be for a duration of no less than Fifty (50) years with a twenty-five (25) year renewal provision, then present the Lease to the City Council, unless the project is unable to be funded.
- D. It is agreed that the terms of the Lease will include a consideration of One Dollar per year, and other terms finalized with participation from HUD.
- E. It is understood that a new single-asset entity corporation must be formed to be the owner of the building to be constructed under the HUD 202 program, and that the lease will be assigned to that new corporation prior to HUD’s Initial Closing.
- F. For good and valuable consideration, receipt of which is hereby acknowledged, the CITY agrees to enter into the Lease with ST. VINCENT DE PAUL, or its designated single-asset corporation and ST. VINCENT DE PAUL agrees to enter into the Lease with the CITY after the CITY receives notice from ST. VINCENT DE PAUL that the Project has qualified for funding by the Department of Housing and Urban Development for an 202 allocation.
- G. This Agreement will be terminated by the CITY only if ST. VINCENT DE PAUL is not awarded funding under HUD 202 program.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have executed this Agreement as of the date set forth above.

CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

ST. VINCENT DE PAUL

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of July, 2008, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

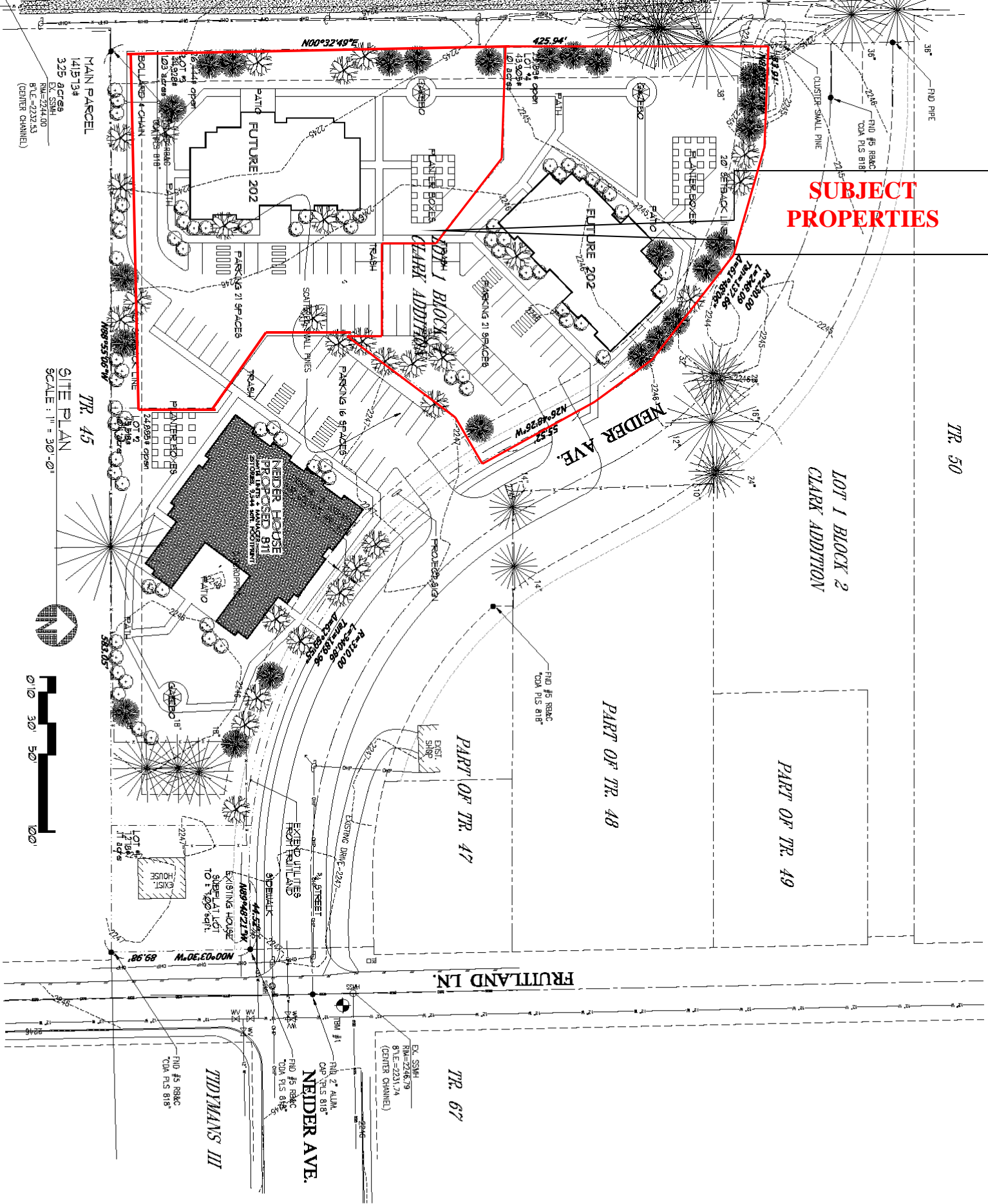
Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of July, 2008, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **St. Vincent De Paul**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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



SUBJECT PROPERTIES

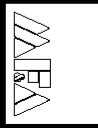
TR. 45
 SITE PLAN
 SCALE: 1" = 30'-0"



Drawn
 Checked
 Revised

BRAUNSEN SUBDIVISION
 St. Vincent de Paul
 Coeur d'Alene, Idaho

Michael Fancher & Associates
 Architects 206.784.4488
 1148 NW Leary Way, Seattle, WA 98107



SITE PLAN

Project
 Date: 1 FEBRUARY 08
A 1

OTHER BUSINESS

STAFF REPORT

DATE: July 15, 2008

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 allowing the Downtown Association to conduct free horse-drawn carriage rides in the downtown area from July 19th through August 30th?

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 be 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 from July 19th through August 30th from 7:00 p.m.-10:00 p.m. Previously, 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.

Of note, during the time that they have requested to conduct these rides, there is a conflict with 2 dates in August that have been previously approved for street closures of Sherman Avenue: August 1st, 2nd and 3rd for the Downtown Association's annual Street Fair, and August 29th and 30th for the Downtown Association's Antique Fair.

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 Summer 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 including the requirements set out in the Downtown Association's letter of request and including: 1) That the carriage be posted with the appropriate slow-moving vehicle signage; 2) That all rules relating to slow moving vehicles be adhered to; 3) that picking up or dropping off clients will not be allowed in any lanes of traffic; and 4) Carriage rides are not permitted on August 2nd and August 30th due to Sherman Avenue being closed to traffic.



105 N. 1st Street,
Suite 100
Coeur d'Alene, ID
83814

July 1, 2008

email info@cdadowntown.com
phone 208-667-5986
web www.cdadowntown.com
fax 208-667-9338

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 carriage rides in the Downtown area, traveling between the Coeur d'Alene Visitor's Center on 1st and Sherman, East on Sherman to 6th Street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the Visitor's Center.

These rides would be available each Saturday beginning Saturday July 12th from 7 - 10 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 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 weather/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 summer 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 experience of the Downtown Summer Season for locals and visitors alike.

Terry Cooper

General Manager
Coeur d'Alene Downtown Association, Inc.

our vision
of Downtown
Coeur d'Alene
is to remain
the heart of
our community
preserving the
magic of
the past
while leading
the way to
our future.



Carriage rides

July 12 through August 30
7 p.m. – 10 p.m. every Saturday
Corner of First Street and Sherman Avenue
downtown Coeur d'Alene.
Free!

stcu

Please visit www.stcu.org for more information.

Presented by STCU.

RESOLUTION NO. 08-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2008-2009, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene, that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2008:

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-2008 BUDGET	FY 2008-09 PROPOSED
<u>GENERAL FUND EXPENDITURES</u>				
Mayor and Council	\$171,870	\$192,544	\$193,585	\$196,635
Administration	450,224	496,191	787,352	807,460
Finance Department	585,352	665,351	771,370	753,392
Municipal Services	905,346	1,043,257	1,251,108	1,300,580
Human Resources	211,887	217,285	244,632	251,441
Legal Department	1,049,628	1,137,161	1,211,519	1,291,886
Planning	458,345	506,252	546,406	539,815
Building Maintenance	318,344	395,878	527,636	422,359
Police Department	7,000,913	8,044,123	8,675,965	9,246,765
Juvenile Incentive Grant	54,631	-0-	-0-	-0-
COPS Grant	203,848	77,962	58,061	-0-

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-08 BUDGET	FY 2008-09 PROPOSED
<u>GENERAL FUND EXPENDITURES CON'T</u>				
KCJA	76,027	76,093	24,340	51,640
Local Law Enforcement Grant	18,185	-0-	-0-	-0-
Fire Department	4,634,232	5,240,560	5,879,934	6,617,518
General Government	2,058,639	3,341,216	344,313	202,890
Engineering Services	1,713,208	1,158,958	1,310,081	1,241,233
Streets/Garage	2,332,259	2,328,016	2,351,755	2,657,117
ADA Sidewalk Abatement				211,814
Byrne Grant – Police Dept	38,615	39,390	45,730	80,662
Building Inspection	238,366	779,535	834,321	904,815
Parks Department	1,206,458	1,390,919	1,643,316	1,707,209
Recreation Department	660,477	788,599	800,110	762,233
<u>TOTAL GENERAL FUND EXPENDITURES:</u>	<u>\$24,386,854</u>	<u>27,919,290</u>	<u>\$27,501,534</u>	<u>\$29,247,464</u>

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-08 BUDGET	FY 2008-09 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Library Fund	904,441	995,746	1,074,027	1,155,404
Impact Fee Fund	1,831,832	877,846	585,000	2,000,000
Parks Capital Improvement	901,437	510,485	487,500	1,578,000
Annexation Fee Fund	410,000	100,000	230,000	400,000
Self Insurance	247,427	271,236	310,500	318,000
Cemetery Fund	249,793	293,665	293,738	296,734
<u>TOTAL SPECIAL FUNDS:</u>	<u>4,544,930</u>	<u>3,048,978</u>	<u>2,980,765</u>	<u>5,748,138</u>

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-08 BUDGET	FY 2008-09 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	485,650	509,318	560,203	572,090
Water Fund	7,902,439	6,066,236	6,284,904	7,020,412
Wastewater Fund	15,538,664	7,611,957	13,001,464	17,180,612
Water Cap Fee Fund	1,756,013	206,406	960,000	1,000,000
WWTP Cap Fees Fund	5,193,810	1,802,931	2,482,683	3,798,325
Sanitation Fund	2,864,629	2,951,639	3,025,984	3,100,546
City Parking Fund	153,604	155,167	167,132	184,132
Stormwater Management	1,140,958	1,155,422	1,504,169	1,569,026
TOTAL ENTERPRISE EXPENDITURES:	<u>35,035,767</u>	<u>20,459,076</u>	<u>27,986,539</u>	<u>34,425,143</u>
TRUST AND AGENCY FUNDS:	805,528	3,185,711	2,647,708	3,709,548
CAPITAL PROJECTS FUNDS:	3,963,090	1,776,961	3,190,015	1,720,000
DEBT SERVICE FUNDS:	2,463,230	3,119,117	2,372,479	2,383,816
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$71,199,399</u>	<u>\$59,509,133</u>	<u>\$66,679,040</u>	<u>\$77,234,109</u>

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-2008 BUDGET	FY 2008-2009 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	10,712,147	11,228,773	12,811,905	13,821,946
Library Levy	856,336	950,838	1,058,677	1,129,565
Policeman's Retirement Fund Levy	152,076	150,639	152,000	152,000
Comprehensive Liability Plan Levy	50,028	106,303	108,257	108,257
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	1,081,463	985,186	1,000,000	1,000,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$13,102,050</u>	<u>13,671,739</u>	<u>\$15,380,839</u>	<u>16,461,768</u>

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-08 BUDGET	FY 2008-09 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	13,562,222	6,064,456	6,660,061	9,573,294
Beginning Balance	33,113,392	29,841,796	32,738,405	33,087,612
Other Revenue:				
General Fund	12,009,740	13,167,252	12,210,067	12,933,893
Library Fund	16,034	60,497	15,350	25,839
Parks Capital Improvement Fund	148,994	515,168	114,500	153,000
Insurance/Risk Management	36,261	98,416	95,000	80,000
Cemetery	117,311	118,111	148,800	160,500
Annexation Fee Fund	50,871	355,951	100,000	100,000

	FY 2005-06 ACTUAL	FY 2006-07 ACTUAL	FY 2007-08 BUDGET	FY 2008-09 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	1,384,319	1,528,381	1,200,000	825,000
Street Lighting Fund	444,036	453,280	455,203	465,090
Water Fund	5,483,266	6,653,932	3,511,000	3,542,000
Wastewater Property Management	-0-	-0-	-0-	-0-
Wastewater Fund	7,949,173	7,219,124	10,341,255	6,484,165
Water Cap Fee Fund	866,462	782,937	815,000	600,000
WWTP Capitalization Fees	2,861,544	2,634,779	1,670,340	1,391,540
Sanitation Fund	2,990,818	3,031,174	3,126,632	3,144,000
City Parking Fund	190,519	229,058	150,000	150,000
Stormwater Management	1,250,934	1,281,114	1,296,000	1,318,000
Trust and Agency Funds	2,502,276	3,012,028	2,269,200	3,314,599
Capital Projects Fund	9,180,432	3,007,465	-0-	200,000
Debt Service Fund	2,731,350	1,474,942	1,266,000	1,035,370
<u>SUMMARY:</u>				
PROPERTY TAXES	13,102,050	13,671,739	15,380,839	16,461,768
OTHER THAN PROPERTY TAXES	96,889,954	81,529,861	78,182,813	78,583,902
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$109,992,004</u>	<u>\$95,201,600</u>	<u>\$93,563,652</u>	<u>95,045,670</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 21, 2008 and July 28, 2008.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 2nd day of September, 2008 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 15th day of July, 2008.

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 BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: JULY 15, 2008
FROM: SEAN HOLM, PLANNER
SUBJECT: I-2-08 & AA-1-08– PARKING DETERMINATION FOR A FEDERAL COURTHOUSE

DECISION POINT:

1. Determine the total number of parking stalls needed for a Federal Courthouse.

HISTORY:

1. Due to the nature of the City of Coeur d'Alene's parking code, review of the Federal Courthouse permit left only one alternative for staff to apply; an office space standard of 1 parking stall per 300 SF. The office space standard was applied to the structure which yielded 184 stalls required. Analysis of the internal uses of the structure by the developer deemed the code excessive regarding parking and they requested a modification of the city code for civic uses, specifically, courthouses.
2. March 11th, 2008, Planning Commission reviewed and approved an ordinance change request to include courthouses as a separate item in civic uses. Under the proposed code, courthouses are to be brought before PC for review. (O-3-08)
3. On April 15th, 2008, City Council approved the ordinance change request for PC to review courthouses for a determination of required parking for this civic use.
4. ALSC Architects made a formal request in writing on April 15th, 2008, for Planning Commission to review the Federal Courthouse located on Mineral Avenue in the City of Coeur d'Alene.
5. On May 13th, 2008, The Planning Commission reviewed the request and determined that the 183 parking spaces should be required. See attached excerpt of minutes.
6. On June 16, 2008, the applicant submitted an Administrative Appeal of the Planning Commission's determination. (See attached letter) The city council is required hold a public hearing. In its review of an administrative appeal, the council must consider the purpose and intent, as well as the language, of the pertinent provisions, and shall affirm with conditions, modify or reverse the determination or interpretation within forty (40) days of the hearing.

FINANCIAL ANALYSIS:

1. Not applicable.

PERFORMANCE ANALYSIS:

1. 17.03.040: GENERAL DESCRIPTION OF CIVIC ACTIVITIES:
Civic activities include the performance of utility, educational, recreational, cultural, medical protective, governmental, and other activities which are strongly vested with public or social importance and are described as follows:

(O). Courthouses: As determined by the Planning Commission upon recommendation of the Planning Director or director's designee.

2. ALSC Architects have provided a letter dated April 14, 2008 (delivered on April 15th), which breaks down the uses by employee count and seating within the Federal courthouse and explains the nature of their request. Their request is for an exterior surface parking lot containing 90-94 vehicle stalls with an additional 5 underground stalls for judges for a total approval request of 95-99 stalls. Employees, judges, trustees, marshals, jurors and seats in each courtroom were calculated in the letter.
3. Also, provided in an email by the applicant is a schematic of the building divided into use groups, denoted by color. They have shown where each use happens floor by floor for a better understanding of uses within. Staff made calculations based on use and found the following:

Staff Parking Analysis

Office space

12,500 SF at 1:300 – (42 parking stalls)

US Marshall space

ALSC calcs show 12 employees for 16,000 SF of space - (12 parking stalls)

Assembly areas (Judges Chambers were considered accessory)

204 seats at 1 parking stall per 4 seats – (51 parking stalls)

Circulation/Support

Staff understands that the design of the facility requires a very large portion of the structure to be used for safe movement of the public/employees meanwhile controlling movement of suspects. All areas of the structure are designed to prevent an attack/escape which requires increased demands in floor area. For that purpose, staff has not included these areas in calculation and considers them accessory.

Grand Total (Staff review/recommendation)

105 parking stalls

4. In general, city governments do not have a say in Federal projects. Per the design standards between the contractor and the Federal government based on the lease, the contractor was required to meet local code. As it was explained to the Planning Department, a large portion of the interior space is devoted to the Marshalls which would, based on actual employees, require very little parking. Most tried cases would net a small amount of parking, unless a highly publicized case was tried locally.
5. If the subject building was ever used for another purpose other than a civic use, parking for the specific use must be provided at the level required when the request is made.

DECISION POINT/RECOMMENDATION:

1. The City Council must determine if the Planning Commission's determination of the required number of parking spaces needed to serve this Federal Courthouse is appropriate.

JDL ENTERPRISES, LLC

405 SHORELAND DRIVE S.E.
BELLEVUE, WASHINGTON 98004

OFFICE
425-990-1001

FAX
425-990-1005

June 16, 2008

Honorable Sandi Bloem
City of Coeur d'Alene City Council
Coeur d'Alene, Idaho

RE: Appeal of Planning Commission Decision
Federal Courthouse, Coeur d'Alene

Dear Council Members:

As owner and developer of the new Federal Courthouse located 6450 Mineral Drive in Coeur d'Alene, JDL Enterprises is formally appealing the recent decision by the Planning Commission regarding the parking space requirement for this Federal Courthouse using the newly adopted parking ordinance for Civic Uses: Courthouses, which was adopted by the City Council on April 15, 2008. This ordinance gives the Planning Commission the ability to determine the number of parking spaces for individual Courthouses. The Planning Commission ruled that this Courthouse should be held to the same parking standard as a commercial office building. Although we respect their decision, we disagree with the conclusion that they reached.

Information was presented by the Planning Department Staff and ALSC Architects that recommended the number of parking spaces be reduced based on the internal use of the facility. (This information is attached). The following are some of the factors that were presented:

1. Non-occupiable spaces reserved for security, security screening, public access, control and circulation systems for public, for staff and for prisoners.
2. Large ceremonial space allocations to convey the image and importance of the Federal Courts.
3. Normally low public attendance at Federal Court cases.
4. Low expectation of concurrent uses of all assembly type spaces (Trustee Hearing Room, Grand Jury Hearing Room, Magistrate Bankruptcy Court, U. S. District Court)
5. A high square foot allocation per employee to meet Federal guidelines.

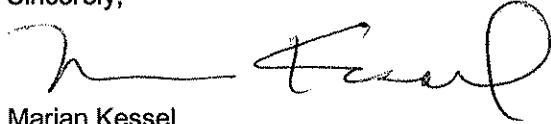
Since the project is privately owned and leased back to the Federal Government, the Federal Government requirements to the design team were to meet the parking requirements for the City of Coeur d'Alene. Not until the building was designed and a tenant improvement package was put together did we begin to understand how the Federal Government was to occupy and use the building. It became apparent to us at that time that the parking requirements were different than a commercial office building and only then did we begin to explore parking options that would be more than adequate for the present and future use of the Courthouse without building a two story garage.

We agree with the Planning Department Staff's recommendation under Quality of Life Analysis #2 which states "If the subject building was ever used for another purpose other than a civic use, parking for the specific use must be provided at the level required when the request is made". We will go further and sign an agreement to build a parking structure in the event that the use of the building changes, there is a significant increase in personnel or there is a significant amount of complaints from (or to) the City regarding parking. The City would have the right to request that a traffic study be completed. If the

decision is made that additional parking would be required, we would agree to build a parking structure rather than cut down any trees to provide more surface parking.

We respectfully request your consideration of this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marian Kessel', written in a cursive style.

Marian Kessel
Manager

MEMO

April 14, 2008

City of Coeur d'Alene Planning Department

Attn: Sean Holm

Re: Federal Courthouse Specific Parking Issues and calculations

Liberty Bldg., Suite 400
203 North Washington
Spokane, WA 99201-0233509.838.8568
fax/509.458.8710Kennewick, Washington
509.795.4226Coeur d'Alene, Idaho
208.676.8292www.alscarchitects.com

As it stands today, the U.S. District Courthouse at 6450 North Mineral Drive contains 56,520 gross square feet. Based on an office building parking designation, this building would require approximately 189 parking stalls. Due to interpretations granted the design for the Federal Courthouse, 2,400 square feet were designated as lobby space and assigned a parking requirement of one stall for 1,000 square feet, or approximately 2.4 parking stalls for this square footage and 180.4 parking stalls for the remaining gross square footage of the building, for a net of 183 parking stalls. We are currently providing 184 parking stalls for the project, with an additional five parking stalls contained within the building for judges and marshals services. We believe that the parking requirement for this courthouse use is excessive.

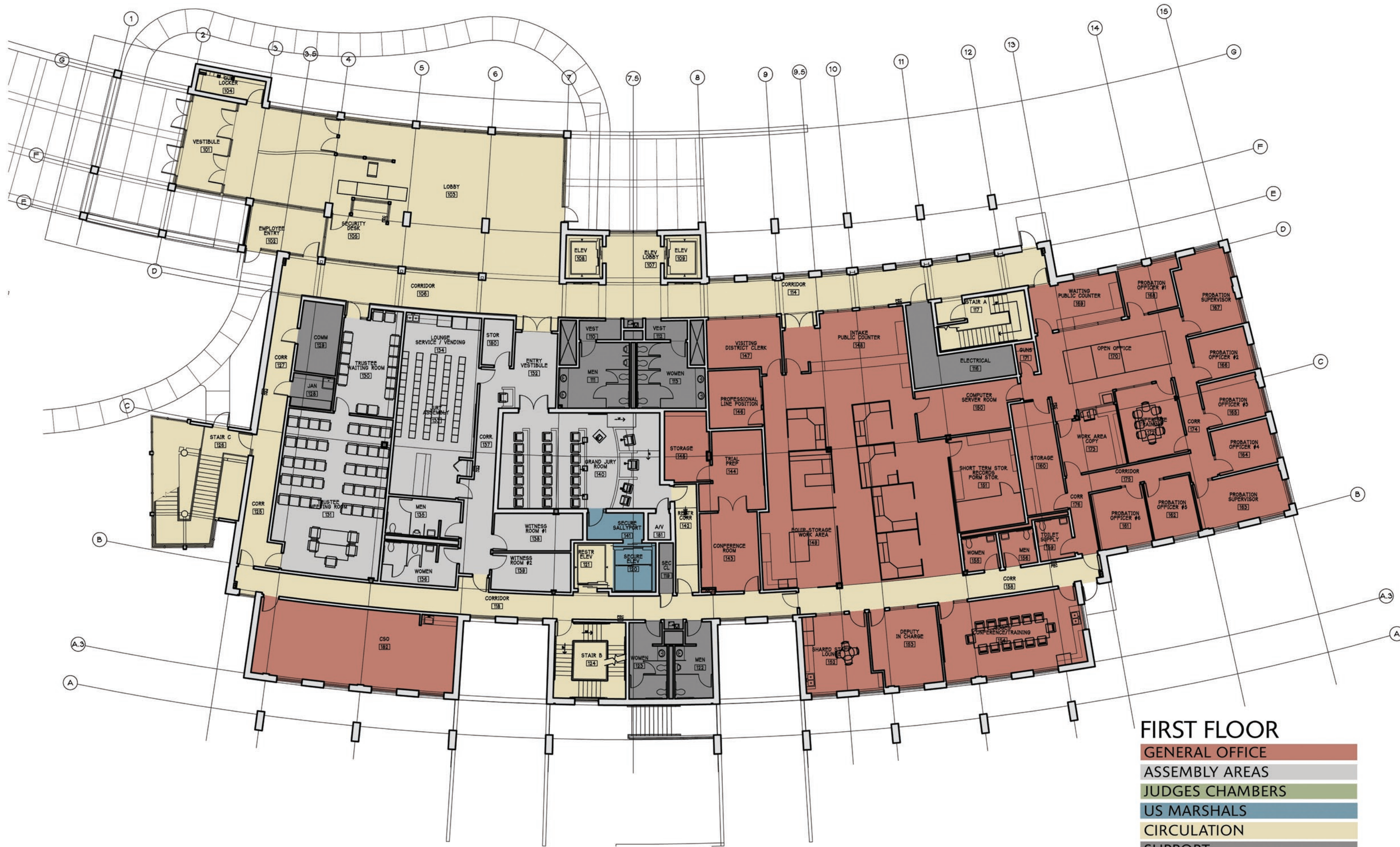
Looking first at the assembly uses within the facility, the District Courtroom has 74 seats for the public and 16 seats for jury members, the Magistrate Bankruptcy Court has 49 seats for the public and 12 seats for jury members, the Grand Jury Room has 23 seats for the public and grand juror members, and the Trustees' Meeting Room has seating for 30. This adds up to an assembly occupancy of 204 and when applying the one parking stall per four seats for assembly occupancies within the code, this would generate 51 parking stalls.

The office functions are contained in areas larger than normally provided in the commercial world due to Federal requirements, so it is more appropriate to look at employee counts than square footage. The employee count once the Courthouse has reached full occupancy are broken down as follows: Court Security Officers (CSOs) (9), Deputy Marshals and Assistant Deputy Marshals (3), Probation Officers (6), Court Clerk Employees (5), U.S. Attorneys (6), Visiting Judges and Law Clerks (4). This equates to a total employee count of 33. In total for the employee uses and assembly occupancies, this amounts to 84 parking stalls. We are proposing for this Courthouse to provide surface parking for 90 to 94 vehicles and 5 parking stalls within the basement of the building, for a grand total of between 95 and 99 parking stalls.

In documentation we have provided to the City on impact fees, the current Federal Courthouse in downtown Coeur d'Alene has an average of 43 employees and visitors on any working day. Exceptions to the norm would occur such as the rare occasions when cases of national or regional notoriety were being adjudicated. However, since the seating capacity of each of the courtrooms is limited, the parking situation can be controlled for these occasions.

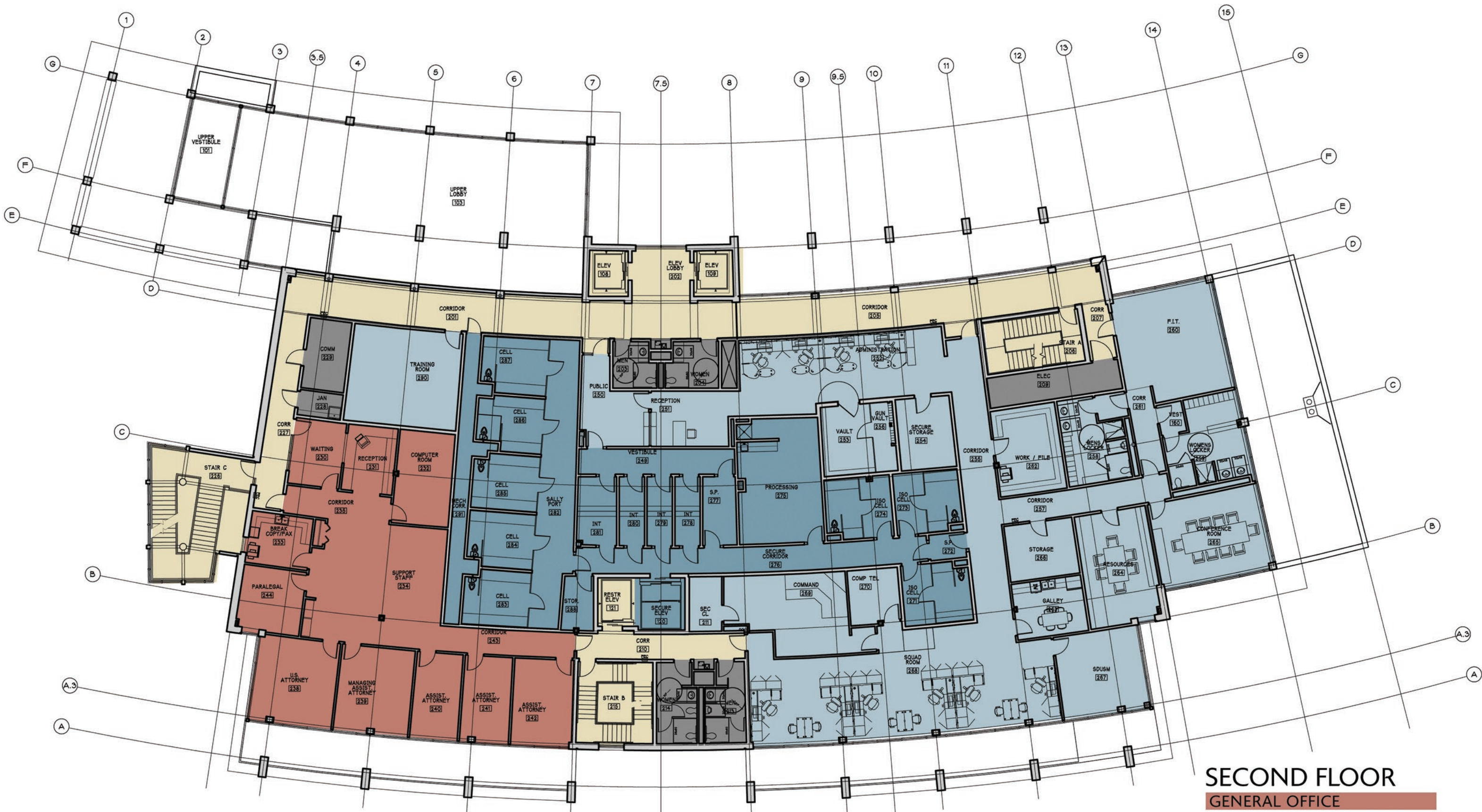
We believe there is reasonable justification for a parking requirement that is less than that required for an office building function and that a parking requirement in the neighborhood of 90 to 100 parking stalls for the Federal Courthouse use is more than adequate.

John J. Manning, Jr.
JJM:jw:0677



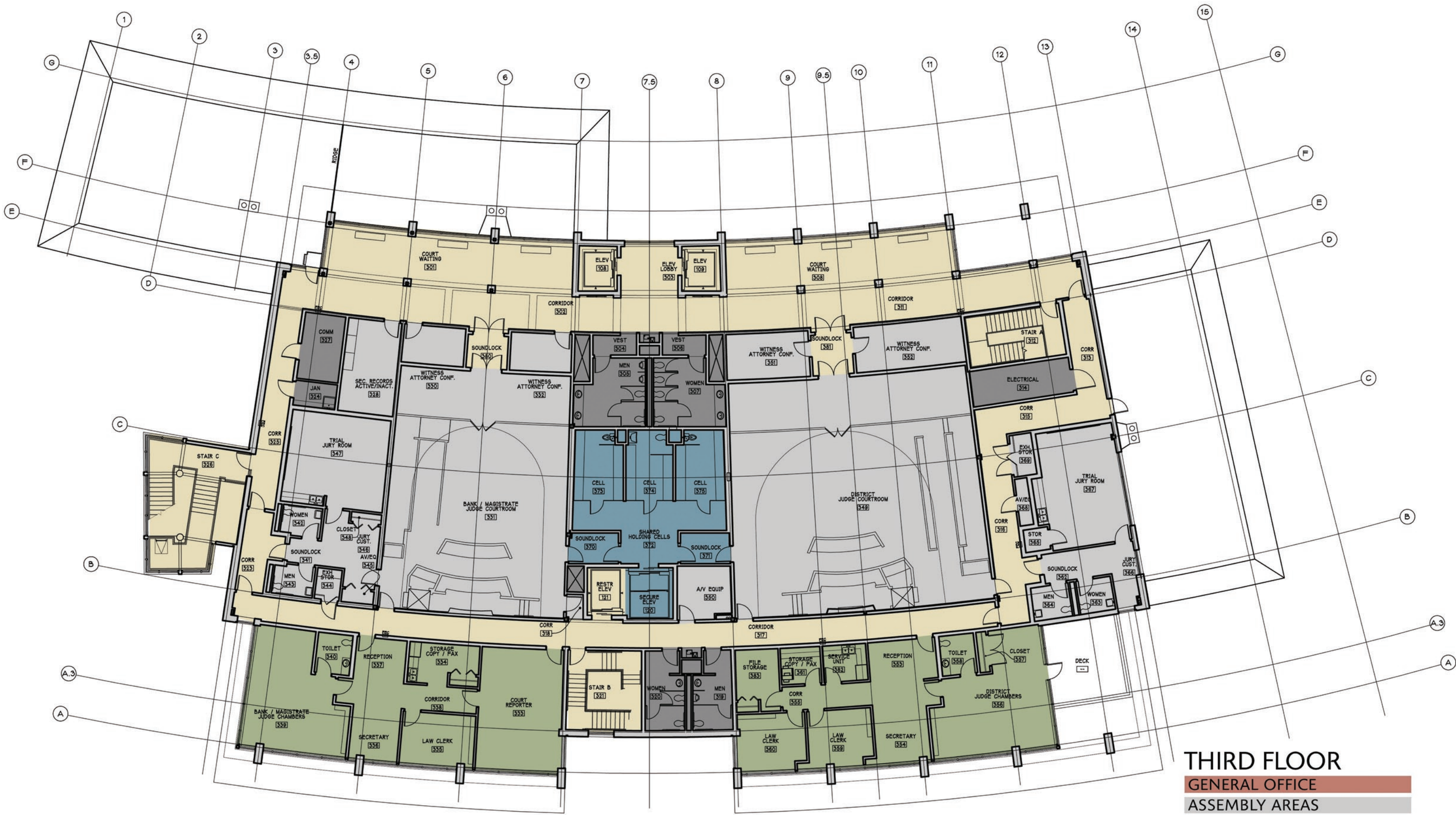
FIRST FLOOR

- GENERAL OFFICE
- ASSEMBLY AREAS
- JUDGES CHAMBERS
- US MARSHALS
- CIRCULATION
- SUPPORT



SECOND FLOOR

- GENERAL OFFICE
- ASSEMBLY AREAS
- JUDGES CHAMBERS
- US MARSHALS
- CIRCULATION
- SUPPORT



THIRD FLOOR

- GENERAL OFFICE
- ASSEMBLY AREAS
- JUDGES CHAMBERS
- US MARSHALS
- CIRCULATION
- SUPPORT

Applicant: John Manning, Jr.
Request: Determine the number of parking spaces for Federal Court Houses
ADMINISTRATIVE (I-2-08)

Planner Holm presented the staff report and asked if the Commission had any questions.

Chairman Jordan inquired if this request would eliminate the parking garage already proposed on the property and commented that when driving around the area it already appears congested with the construction workers.

John Manning, project manager, ALC Architects, commented that this proposal was brought back based on the recent approval of a code change altering the parking requirements for Federal Court Houses. He commented that part of the original cost of the building included a parking garage, and because this building will only have 35 employees, he feels the parking requirement should be reduced.

Commissioner Rasor questioned if there will be enough parking if a high-profile case comes forward.

Mr. Manning explained that in the past, when there has been a high-profile case, people and press are limited, so parking would not be an issue.

Commissioner Messina inquired if more employees were hired would there be a need to add more parking.

Commissioner Jordan commented that he understands the economics but is grasping with the decision to reduce the amount of parking especially since a parking garage was part of the original design. He added that compared to the old court house on 4th Street, this building is much bigger, but fears in the future, that there may be a need for expansion, and if the parking requirement is reduced, it will not have enough parking.

Commissioner Messina concurred and added that the original design of the parking garage should go forward as planned. He commented that it will be a shame to reduce the amount of trees in this area and how the area is already congested from contractors parking on Mineral Drive to work on the new building.

Planner Holm commented that he feels the Federal Government has strict guidelines and would not allow the developer to build beneath their means.

Commissioner Rasor commented that he feels that the required number of parking spaces noted by staff should be 183 and the parking garage should be built.

Commissioner Evans inquired if staff could provide some history what high profile cases have occurred in the City, to determine how much parking was required from those cases.

Planner Holm commented that staff does not have that information and the applicant would need to compile that information, which would take time.

Chairman Jordan commented that this request should be based on the long-term and not on one specific case.

Motion by Messina, seconded by Rasor, to approve Item I-1-08 to allow 183 parking spaces with the addition of the parking garage. Motion approved.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 5/31/08	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/08
<u>General-Designated</u>	\$616,384	\$870	\$27,527	\$589,727
<u>General-Undesignated</u>	2,146,595	2,003,452	2,905,514	1,244,533
<u>Special Revenue:</u>				
Library	(8,514)	22,847	105,388	(91,055)
Cemetery	21,236	15,049	23,105	13,180
Parks Capital Improvements	565,244	239,680	66,833	738,091
Impact Fees	3,695,636	85,962	235,861	3,545,737
Annexation Fees	403,473	864		404,337
Insurance	1,901,276	34,068	1,398	1,933,946
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	971,182	19,097	1,600	988,679
LID Guarantee	265,322	654		265,976
LID 124 Northshire/Queen Anne/Indian Meadows	19,165	812		19,977
LID 127 Fairway / Howard Francis	26,210			26,210
LID 129 Septic Tank Abatement	195,388			195,388
LID 130 Lakeside / Ramsey / Industrial Park	64,671	29,259		93,930
LID 133 E Sherman/Gravel Sts/Forest Prk Paving	-	332		332
LID 143 Lunceford / Neider	27,806		22,080	5,726
LID 145 Government Way	48,434	766		49,200
LID 146 Northwest Boulevard	170,067		500	169,567
LID 148 Fruitland Lane Sewer Cap Fees	17,549			17,549
<u>Capital Projects:</u>				
Street Projects	438,878	971	51	439,798
2006 GO Bond Capital Projects	190,760	574,985	75,580	690,165
<u>Enterprise:</u>				
Street Lights	175,070	37,641	58,397	154,314
Water	(360,658)	239,424	533,610	(654,844)
Water Capitalization Fees	2,022,153	68,671	3,150	2,087,674
Wastewater	15,084,107	514,194	535,627	15,062,674
Wastewater-Reserved	1,446,685	26,500		1,473,185
WWTP Capitalization Fees	2,829,961	124,271	5,576	2,948,656
WW Property Mgmt	60,668			60,668
Sanitation	105,116	252,287	283,427	73,976
Public Parking	603,176	11,709	36,285	578,600
Stormwater Mgmt	557,203	107,953	234,061	431,095
Water Debt Service	473		473	-
Wastewater Debt Service	485	1		486
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	163,758	191,177	163,758	191,177
LID Advance Payments	419			419
Police Retirement	1,331,137	21,967	18,313	1,334,791
Cemetery P/C	2,088,861	4,275	3,575	2,089,561
Sales Tax	1,515	1,217	1,515	1,217
Fort Sherman Playground	5,040	10		5,050
Jewett House	18,518	40	1,800	16,758
KCATT	3,350	7		3,357
Reforestation	45	150	537	(342)
Street Trees	213,649	11,558	24,674	200,533
Community Canopy	943	42		985
CdA Arts Commission	2,632	3,126	90	5,668
Public Art Fund	70,983	152		71,135
Public Art Fund - LCDC	109,326	234		109,560
Public Art Fund - Maintenance	103,219	221		103,440
KMPO - Kootenai Metro Planning Org	44,755	41,500	60,728	25,527
BID	108,171	6,265		114,436
Homeless Trust Fund	356	292	356	292
GRAND TOTAL	\$38,567,879	\$4,694,552	\$5,431,389	\$37,831,042

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
30-Jun-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2008	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$177,165	\$124,489	70%
	Services/Supplies	19,184	14,236	74%
Administration	Personnel Services	471,791	343,020	73%
	Services/Supplies	315,561	20,233	6%
Finance	Personnel Services	597,890	440,935	74%
	Services/Supplies	173,480	128,281	74%
Municipal Services	Personnel Services	744,968	514,282	69%
	Services/Supplies	520,023	390,994	75%
	Capital Outlay	14,000	13,643	97%
Human Resources	Personnel Services	196,632	146,148	74%
	Services/Supplies	48,000	23,534	49%
Legal	Personnel Services	1,122,598	821,036	73%
	Services/Supplies	88,921	69,939	79%
	Capital Outlay			
Planning	Personnel Services	471,106	335,378	71%
	Services/Supplies	75,300	26,218	35%
Building Maintenance	Personnel Services	296,516	161,016	54%
	Services/Supplies	227,120	164,093	72%
	Capital Outlay	18,000	12,835	71%
Police	Personnel Services	7,682,206	5,777,149	75%
	Services/Supplies	902,434	435,285	48%
	Capital Outlay	147,612	124,153	84%
Fire	Personnel Services	5,479,301	4,147,198	76%
	Services/Supplies	400,633	324,531	81%
	Capital Outlay			
General Government	Personnel Services	38,400	4,693	12%
	Services/Supplies	1,610,940	1,367,516	85%
Byrne Grant (Federal)	Services/Supplies	136,392	42,705	31%
COPS Grant	Services/Supplies	58,061	35,640	61%
CdA Drug Task Force	Services/Supplies	149,340	123,956	83%
	Capital Outlay		6,007	
Streets	Personnel Services	1,745,130	1,271,725	73%
	Services/Supplies	567,600	407,012	72%
	Capital Outlay	122,000	80,550	66%
Engineering Services	Personnel Services	523,072	301,019	58%
	Services/Supplies	936,916	110,697	12%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 NINE MONTHS ENDED
 30-Jun-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2008	PERCENT EXPENDED
Parks	Personnel Services	1,137,525	733,761	65%
	Services/Supplies	373,291	192,365	52%
	Capital Outlay	132,500	87,572	66%
Recreation	Personnel Services	557,957	365,894	66%
	Services/Supplies	151,127	67,355	45%
	Capital Outlay	114,433	49,317	43%
Building Inspection	Personnel Services	783,216	580,769	74%
	Services/Supplies	51,105	34,641	68%
Total General Fund		<u>29,379,446</u>	<u>20,421,820</u>	<u>70%</u>
Library	Personnel Services	839,559	613,609	73%
	Services/Supplies	170,553	126,165	74%
	Capital Outlay	75,000	65,731	88%
Cemetery	Personnel Services	167,483	115,646	69%
	Services/Supplies	111,255	69,097	62%
	Capital Outlay	15,000	11,798	79%
Impact Fees	Services/Supplies	585,000	233,694	40%
Annexation Fees	Services/Supplies	230,000	230,000	100%
Parks Capital Improvements	Capital Outlay	737,500	194,617	26%
Insurance	Services/Supplies	350,500	312,387	89%
Total Special Revenue		<u>3,281,850</u>	<u>1,972,744</u>	<u>60%</u>
Debt Service Fund		<u>2,372,479</u>	<u>1,503,131</u>	<u>63%</u>
Ramsey Road	Capital Outlay			
Govt Way	Capital Outlay			
Ped Ramps	Capital Outlay			
Atlas Road	Capital Outlay			
4th St - Anton to Timber	Capital Outlay		527	
Ironwood	Capital Outlay			
15th Street - Best to Dalton	Capital Outlay	250,000		
Seltice Way	Capital Outlay			
Atlas Signals	Capital Outlay			
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay		11,900	
Library Building	Capital Outlay	300,000	325,409	
Fire Dept GO Bond Expenditure	Capital Outlay	2,940,015	1,338,257	
Total Capital Projects Funds		<u>3,490,015</u>	<u>1,676,093</u>	<u>48%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
30-Jun-2008

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2008	PERCENT EXPENDED
Street Lights	Services/Supplies	560,203	340,502	61%
Water	Personnel Services	1,379,833	945,493	69%
	Services/Supplies	2,941,071	1,300,978	44%
	Capital Outlay	1,660,000	899,807	54%
	Debt Service	320,000	320,727	100%
Water Capitalization Fees	Services/Supplies	960,000		
Wastewater	Personnel Services	1,887,548	1,289,710	68%
	Services/Supplies	3,740,921	1,172,064	31%
	Capital Outlay	7,443,386	1,382,514	19%
	Debt Service	1,498,881	602,096	40%
WW Capitalization	Services/Supplies	2,482,683		
Sanitation	Services/Supplies	3,025,984	2,267,519	75%
Public Parking	Services/Supplies	240,982	142,473	59%
	Capital Outlay		20,152	
Stormwater Mgmt	Personnel Services	377,365	255,483	68%
	Services/Supplies	634,804	277,374	44%
	Capital Outlay	492,000	148,129	30%
Total Enterprise Funds		<u>29,645,661</u>	<u>11,365,021</u>	<u>38%</u>
Kootenai County Solid Waste		2,000,000	1,448,094	72%
Police Retirement		249,170	176,071	71%
Cemetery Perpetual Care		101,500	67,278	66%
Jewett House		35,338	12,301	35%
Reforestation		54,000	7,461	14%
Street Trees			45,052	
Community Canopy			375	
CdA Arts Commission		5,700	1,883	33%
Public Art Fund		25,000	9,700	39%
Public Art Fund - LCDC		61,000	1,729	3%
Public Art Fund - Maintenance		4,000	3,277	82%
Fort Sherman Playground		2,000	(15)	-1%
KMPO		480,000	194,327	40%
Business Improvement District		126,000	85,000	67%
Homeless Trust Fund		4,000	2,579	64%
Total Trust & Agency		<u>3,147,708</u>	<u>2,055,112</u>	<u>65%</u>
TOTALS:		<u><u>\$71,317,159</u></u>	<u><u>\$38,993,921</u></u>	<u><u>55%</u></u>