



# Coeur d'Alene

## CITY COUNCIL MEETING

*October 16, 2012*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

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

October 2, 2012

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room October 2, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION:** Invocation was led by Pastor Paul VanNoy, Candlelight Christian Fellowship.

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

**PUBLIC COMMENTS:**

Councilman Kennedy thanked Pastor Paul for exceptional funeral services for Mike Darcy.

McEuen Project: Tina Johnson, 601 E. Front Avenue: Was concerned about a quote from a councilmember that the money is going toward a park when it could go toward creating jobs. Ms. Johnson contacted the contractor and found that they have approximately 125 people involved in the project, providing continued and new employment opportunities. Additionally, local supplies are being purchased for this project. She thanked Councilman McEvers, Councilman Kennedy, and the Mayor for owning and employing local workers. Councilman Goodlander stated that she would have loved to be at the groundbreaking but had a family commitment to attend that day.

**CONSENT CALENDAR:** Motion by Kennedy, seconded by Gookin to approve the consent calendar as presented.

1. Approval of minutes for September 17, 18, 2012.
2. Setting General Services and Public Works Committees meetings for Monday, October 8<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. **CONSENT RESOLUTION 12-038: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW**

MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR  
D'ALENE INCLUDING APPROVING THE 2012 -2013 EMPLOYEE INSURANCE  
BENEFIT PLAN CHANGES AND RENEWAL RATES.

4. Setting of Public Hearing: HUD 2013-2018 Consolidated Action Plan for Dec. 18, 2012
5. Authorizing the Refinancing of Existing Wastewater Bond with Idaho Bond Bank
6. Approval of letter for 11<sup>th</sup> Street Dock Owners Association

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

**APPOINTMENTS – NATURAL OPEN SPACE AD HOC COMMITTEE:** Motion by Goodlander, seconded by Kennedy, to appoint June McClain to the Natural Open Space Ad Hoc Committee. Motion carried, with Councilman Gookin voting No.

**ADMINISTRATOR'S REPORT:** McEuen Park upgrade crews are ahead of schedule. Crews are currently excavating material from the Third Street parking lot and hauling it to a site south of City Hall, and the City Hall parking lot off 8<sup>th</sup> Street is closed; additionally, the utility drop box in that area is still accessible on the east side of 8<sup>th</sup> Street. The lower City Hall/Library parking lot will be temporarily closed for about 90 days to allow initial preparations for the McEuen Park project. It was noted that the boat launch was currently open, as well as the boat trailer parking. Look for regular updates on the city's web site, [www.cdaid.org](http://www.cdaid.org). A City Council workshop will be held Thursday, October 4 at 7:30 a.m. at Parkside towers to discuss the 60% design completion of the entire park project; the public is invited to attend. The City of Coeur d'Alene, along with over 20 other private and non-profit entities, participated in the United Way Day of Caring on September 20<sup>th</sup> as both volunteers and as a project host. The North Idaho Violence Prevention Committee recently named three (3) Coeur d'Alene Police Officers (Detective Miller, Officer Sterling, and Officer Knapp) as "Super Heroes" for their excellent work and commitment to breaking the cycle of Domestic Violence. On Thursday, October 4<sup>th</sup>, the Library is hosting a Banned Books Week Read Out at 7:00 p.m. at the Coeur d'Alene Library. "The Lorax," will be shown in the Coeur d'Alene Public Library, Shirley Parker Reading Room of the Seagraves Children's Library this Friday, October 5<sup>th</sup>, from 4:00 – 5:30 p.m., as the final event in the Library's Banned Books Week. Parks Superintendent Bill Greenwood received a Certificate of Merit Award from the Idaho Recreation and Parks Association (IRPA) last week, commending him for his dedication and effective leadership. The summer swim season ran 68 days this year. Lifeguards took a headcount every hour of swimmers and sunbathers each day and a total of 10,560 swimmers and 21,130 sunbathers enjoyed beautiful Lake Coeur d'Alene's City Beach guarded area. This year's "Name the Storm" contest winners are Bailey Yace with "Rocks and Minerals," Jordyn Nowoj & Mackenzie Bunting with "Winter Wonderland," and Jared Harper & Noah Bell with "Sports," from Canfield Middle School. The "Name the Storm" contest is in its 12<sup>th</sup> year and helps the city to track and capture data as storms move through the area. Last week the Street crews finished this year's ADA Sidewalk Compliance program and brought 6,903 lineal feet of sidewalk into compliance; replaced 14,576 feet of sidewalk; and replaced 35 corners with ADA accessibility ramps and a handful of alleyway approaches that were in need of repair. The Coeur d'Alene Public Library will celebrate reading and all things Star Wars with "Star Wars Reads Day," Saturday, October 6<sup>th</sup>, from 1:00 – 3:00 p.m. A presentation and informational forum has been scheduled for October 8<sup>th</sup>, at 5:00 p.m., in the Library Community Room regarding the

transfer of ownership from Idaho Transportation Department of Lake Coeur d'Alene Drive to the City of Coeur d'Alene. Anyone interested is encouraged to attend. The 17<sup>th</sup> Annual Mayor's Awards in the Arts will be held on Wednesday, October 10<sup>th</sup>, at 6:00 p.m., at the Hagadone Event Center. For more information, contact Steve Anthony at 769-2249. A Candidates Forum presented by the Coeur Group will be aired live on CDA TV Cable Channel 19 on October 11<sup>th</sup>, beginning at 4:00 p.m. The Candidate's Forum will be rebroadcast on CDA TV Cable Channel 19 through November 5<sup>th</sup>. For more information, contact Susan Weathers, Coeur d'Alene City Clerk, at (208) 769-2231. A letter of appreciation from the Armstrong Park Homeowner's Association was received, thanking the Fire Department staff and Captain Childers, for their wildfire protection plan presentation.

#### **COUNCIL ANNOUNCEMENTS:**

Councilman Goodlander stated that she spoke to Mr. Wargi prior to the meeting, and wondered if there was an update to his sidewalk request for the Fernan School children. Ms. Gabriel stated that she would follow up with Tim Martin and Mr. Wargi.

Councilman Kennedy wanted to recognize that Dick Epstein, a City Councilman from City of Dalton, was in the audience.

#### **ORDINANCE NO. 3450**

#### **COUNCIL BILL 12-1017**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 4.05.030 ADDING DEFINITION OF THE LIBRARY PARKING LOT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Councilman Kennedy stated that this is a housekeeping item that will clarify the legal description for the two-hour parking enforcement area. There will be a minimal cost for codification. The Library Director had mentioned that since the two-hour parking enforcement began, turnover in the lot has occurred, which was the intended result. Councilman Gookin questioned if this had anything to do with LCDC ownership of the property and if that issue had been resolved. Troy Tymesen, Finance Director, stated that it is a separate issue and that the County had cleared up the tax assessment issue.

Motion by Kennedy seconded by Adams to pass the first reading of Council Bill No. 12-1017.

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

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 12-1017 by its having had one reading by title only.

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

**RESOLUTION 12-039**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 3 TO THE CONTRACT WITH THE LAKE CITY EMPLOYEES ASSOCIATION.

Motion by Edinger seconded by Gookin to adopt Resolution 12-039. ROLL CALL: Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye. Motion carried.

**A-4-12 –FINDINGS AND ORDER – 1354 SILVER BEACH ROAD.** Motion by Goodlander seconded by McEvers to adopt the Findings and Order as presented. ROLL CALL: Adams Aye; Edinger Aye; Goodlander Aye; Gookin No; Kennedy Aye; McEvers Aye. Motion carried.

**PRE-QUALIFICATIONS FOR PHASE 5C.1.** Motion by Kennedy seconded by McEvers to authorize the advertisement for pre-qualification for Phase 5C.1. Motion carried

**PUBLIC HEARING - Vacation of Portions of Rights-of-Way in the Merriam Park Addition and Relinquishment of Remainder Portion of College Drive and Carline Avenue (aka Garden Avenue) to North Idaho College.**

Mayor Bloem read the rules of order for the public hearing. Gordon Dobler, City Engineer presented the staff report. Previous vacations and Quit Claims left some areas out that were recently brought to light and this action will clear up those oversights. Mr. Dobler stated that there are two types of actions requested. In the attached drawing, the items are held out as follows; Vacation areas are noted by double cross hatching and Quit Claims are held out by single hatches. Eighteen mailings were sent out; one response in favor was received. Councilman Gookin clarified that none of the noted areas are within the Fort Ground residential areas.

PUBLIC COMMENTS: Mayor Bloem called for public comment with no public comments being received.

Motion by Goodlander, seconded by Kennedy to approve the vacation of public rights-of-way in Merriam Park Addition and relinquishment of the remainder portion of College Drive and Carline Avenue (aka Garden Avenue) to North Idaho College. ROLL CALL: Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye. Motion carried.

**EXECUTIVE SESSION:** Motion by Goodlander 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 and I.C. 67-2345 §F, To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal option for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

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

The Council entered into Executive Session at 6:42 p.m. Members present were the Mayor, City Administrator, City Council, City Attorney, Human Resource Director, Finance Director, and Deputy City Administrator.

Matters discussed were those of labor negotiations and Johnston claim. No action was taken and the Council returned to its regular session at 7:30 p.m.

**JOHNSTON CLAIM:** Motion by Edinger second by Adams to approve the settlement with Don Johnston for the claim filed regarding the Atlas Warehouse, as recommend by City Attorney.

**ADJOURNMENT:** Motion by Goodlander, seconded by Kennedy to recess to October 4th at 7:30 a.m. in the Parkside Towers Conference Room for an update on the McEuen Park Project and then to October 8th at 5:00 p.m. in the Library Community Room for a presentation on the Proposed ITD Property Transfer. Motion carried.

The meeting recessed at 7:32 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod,  
City Clerk Apprentice

A CONTINUED MEETING OF THE  
COEUR D'ALENE CITY COUNCIL  
HELD ON OCTOBER 4, 2012 AT 7:30 A.M.  
AT THE PARKSIDE TOWERS CONFERENCE ROOM

The Mayor and Council met in a continued session at the Parkside Towers Conference Room on October 4, 2012 at 7:30 a.m., there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

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

Dick Stauffer	)	Members of Team McEuen Present
Dell Hatch	)	
Phil Boyd	)	
Monte Miller	)	
Mike Walker	)	

Jim Elder	)	Members of the McEuen Steering Committee Present
Tina Johnson	)	
Dave Patzer	)	
Dennis Spencer	)	
Sandy Emerson	)	
LaDonna Beaumont	)	
Scott Cranston	)	
John Barlow	)	
John Bruning	)	

Wendy Gabriel	)	Members of City Staff Present
Doug Eastwood	)	
Renata McLeod	)	
Jon Ingalls	)	
Troy Tymesen	)	
Glenn Lauper	)	
Dennis Grant	)	
Steve Anthony	)	
Jim Markley	)	
Ed Wagner	)	
Howard Gould	)	
Bill Greenwood	)	



**WORKSHOP: MCEUEN 60% DESIGN COMPLETION:** Mayor Bloem welcomed the community to the workshop and stated that the purpose of the meeting was to provide an update regarding the 60% completion of the McEuen project plan. Doug Eastwood, Parks Director, explained that as the design progresses more details will be available, and that he believes today's presentation demonstrates more visible design features.

Mr. Stauffer presented the updated design plan and clarified that the design team continues to review the community values as the plan progresses. He reminded the group that the team presented a 30% progress update in June. At the June meeting they outlined the trail systems and placeholders for public art, which have not changed. He noted that drawings at 60% will be less artistic and more engineered, providing details such as grades, etc.

The following components of the plan were presented: Parking facility, Front Avenue Promenade, Centennial Trail, Grand Plaza and Waterfront, Main Pavilion and Restrooms, and the Dog Park areas.

- Parking Facility: The parking facility design includes 200 underground and 200 above ground spaces. Vehicles will enter at 3<sup>rd</sup> Street and exit at 6<sup>th</sup> Street.
- Front Avenue Promenade: Front Avenue will have angled parking; the 4<sup>th</sup> Street location includes the elevator for movement up and down to the park and parking area.
- Centennial Trail: The trail design has not changed dramatically since the original concept and continues to loop throughout the park. The design includes different colors/textures in order to delineate between pedestrian traffic and bicycle traffic.
- Grand Plaza and Waterfront: This area contains a lot of detail; as such, engineer details are still being completed; however, it has a similar concept design as the original design proposal. The boat launch remains with a large buffer. The Veterans Memorial area has stayed the same as the original concept.
- Main Pavilion and Restrooms: This area includes park support, event support, and family-style bathrooms. This feature is partially funded within the City Council approved budget; however, it can be built out as funding allows, as the design is complete. Once built to the complete design, the pavilion could hold (and cover) 500 people. The splash pad in this area sprays in stages, so kids can move from one line of water to the other.
- Dog Park: This area is on the south side of park, and is a feature that is planned to be funded through outside donations. The dog foundations/groups have begun their fundraising and should have the needed amount available to allow for inclusion in the 2013 project. The hope is that additional groups adopt elements within the park for funding.

Mr. Boyd presented an update of the 2012 project construction. He stated that 25,000 yards of material have been moved, the south parking lot is at grade, work on the trail is beginning, and that light fixtures and curbing are being placed this week. He is expecting completion in early November.

Mr. Hatch talked about the tree preservation of the mature trees. Mass grading will determine what trees can be preserved. The health of trees and view corridors will be taken under consideration. Mr. Hatch further clarified that there are currently 127 trees, and 21 trees have been removed. It is anticipated that within the 2013 project, 42 more trees will be removed, and 119 new trees will be installed, leaving a total of 183 trees, a gain of 56 trees.

Mr. Boyd presented a parking summary, stating that these numbers are based on the current design and may fluctuate as the design changes. The previous parking lot provided 595 stalls, the proposed design provides for 702 stalls. Boat trailer stalls will remain the same with 48 previously and 48 proposed stalls. Parking during construction will provide 493 car stalls and 34 boat trailer stalls. During construction, Front Avenue will be off line. The team is looking at sequencing construction so that it allows for a temporary parking lot connected to the current lower paved parking lot, accessible from 3<sup>rd</sup> Street. Fire access to the park has been reviewed with the Fire Department.

Mr. Boyd presented the project budget summary, and noted that the projected construction costs were originally estimated at \$12.34 million, and are now closer to \$13.5 million, with the addition of City projects, such as Front Avenue, the City Hall parking lot, stormwater work at 8<sup>th</sup> and Bancroft added to the scope of work. Mr. Boyd clarified that this is a budget driven project, so items can be added or subtracted based on funding availability. The 2013 McEuen Project opinion of cost is estimated to be \$12,058,173 with a contingency of \$904,363 (7.5% of total estimated cost); however, the cost of the project is unknown until bids are open.

Councilman Kennedy clarified this new budget is not a cost overrun, but rather changes to scope such as the boat launch, parking, stormwater, and planned City projects moving forward in conjunction with this project.

Mr. Barlow asked if the boat trailer parking were to be moved to the City Hall parking lot, would the costs associated with the boat launch go away? Mr. Boyd stated that the cost could go away; however, there would be some costs for restriping and a potential ripple effect through the entire design, such as the amphitheater and by reducing the size of the parking at the Front Avenue parking facility. Councilman Kennedy stated that the boat launch was a compromise that had impacts to the project, such as the added scope items.

Councilman McEvers asked why the dumpster enclosure costs so much. It was clarified that the masonry work associated with an expanded dumpster closure is the reason for the large costs and that the enclosure will be space for dumpsters and recycle bins.

Mr. Boyd stated that the team is looking at cost benefit of the capital costs and future savings like utility expenses.

Mr. Elder asked why the list of potential alternatives would not be included in the bid package. Mr. Boyd explained that traditionally one would only include items that there was a good faith belief to be funded. The design team will consider appropriate items to include in the bid that would not be burdensome for contractors to include.

Discussion ensued regarding the height of the parking structure. It was clarified that the height of the garage will be approximately one foot taller than the Coeur d'Alene Resort parking garage. This area is not intended for trailers with boats to pass through, but rather, used for vehicles or trucks with trailers, and no boats. It was further clarified the route boat users will use to enter and exit the garage.

The team clarified that there are no plans to amend the 3<sup>rd</sup> Street entrance to Tubbs Hill.

Councilman Gookin asked what the plans were for accessibility to Front Avenue businesses during the construction. Mr. Stauffer stated that meetings with the properties owners have been held to discuss traffic circulation and possible options.

Councilman Gookin asked how water was going to be prevented from flowing through the sidewalk vent areas into the garage. Mr. Stauffer stated that water flow from sidewalks would be controlled with grades and pitch.

Councilman Gookin stated that he thought more ADA accessible parking stalls should be included on Front Avenue. Mr. Stauffer clarified that a future elevator could be installed at 6<sup>th</sup> Street as a shaft will be installed with the project.

The Mayor stated that City Council would need to discuss potential LID's.

Councilman Goodlander asked how long Front Avenue would be under construction and inaccessible. Mr. Stauffer stated that it is scheduled as a 10-month project (from March to September 2013). He also stated that phasing opening of the street could drive up costs and delay other parts of the project; however, with the parking structure being concrete, there may be opportunities there worth considering. Councilman Gookin expressed concern regarding access to the businesses along Front Avenue. Mr. Stauffer stated that discussions would continue with each property owner to work out short and long term solutions.

Councilman Gookin asked if the City has considered the future maintenance costs associated with this project. Mr. Eastwood stated that he has reviewed costs. In his review, he determined that the previous McEuen field was an active use park, requiring more control of the use (more staff costs) and therefore, more expensive than a passive use park, which the new park will be. Additionally, technologic advancements, such as water conservation systems, require one person versus five used in the past. The current Parks Department budget includes costs associated with McEuen, with no additional expenses expected. It was further clarified that Diamond is expected to maintain the parking lot and that the Parks Department would likely maintain the elevator (as it does for City Hall and the Library). Snow removal will likely be a combined effort between the Parks Department and Diamond.

Mr. Stauffer stated that the design team has discussed safety within the parking structure with the City Police Department, who stated that they believe that the space is open enough to allow patrols to drive through and see throughout the structure.

Mr. Eastwood clarified that there will be new revenue sources from pavilion rental fees, special events, etc. which can be used to help cover maintenance costs. Councilman Gookin requested Mr. Eastwood provide hard figures demonstrating the estimated revenue.

Mr. Stauffer reiterated that this project is a budget driven project, so the project design includes what the budget will allow, while other items may come later through additional phases (if funding allows.) He clarified the design team has not been directed to design any additional phases.

Councilman Goodlander stated that the team had done a good job and that it was exciting to see the design items through the renderings and to be provided defined numbers.

**RECESS:** Motion by Gookin seconded by Edinger to recess to October 8, 2012 at 5:00 p.m. in the Library Community Room for a presentation on the proposed ITD property transfer. Motion carried.

The meeting recessed at 8:59 a.m.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod  
City Clerk Apprentice

A CONTINUED MEETING  
OF THE COEUR D'ALENE CITY COUNCIL  
HELD ON OCTOBER 8, 2012  
IN THE LIBRARY COMMUNITY ROOM,  
701 E. FRONT AVENUE

The Coeur d'Alene City Council met in a continued session on October 8, 2012 at 5:00 P.M. at the Library Community Room, there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

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

STAFF PRESENT: Wendy Gabriel, City Administrator; Doug Eastwood, Parks Director; Tim Martin, Street Superintendent; Mike Gridley, City Attorney; Gordon Dobler, City Engineer; Jon Ingalls, Deputy City Administrator; Steve Childers, Police Captain; Troy Tymesen, Finance Director; Michael Kempton, Parks Department; and Renata McLeod, City Clerk Apprentice.

IDAHO TRANSPORTATION DEPARTMENT REPRESENTATIVES PRESENT: Jason Metzgor, Damon Allen

**WORKSHOP - TRANSFER OF PROPERTY ALONG COEUR D'ALENE LAKE DRIVE FROM ITD:** The Mayor welcomed the audience and stated the purpose of the meeting was to discuss the option of a property transfer from the Idaho Transportation Department (ITD) of Coeur d'Alene Lake Drive.

Parks Director Doug Eastwood presented the history regarding the proposal from ITD to transfer property along Coeur d'Alene Lake Drive to the city. Mr. Eastwood clarified that approximately two years ago the city began discussions with ITD regarding potential locations for a boat launch between the Beach House and the Terraces Condominiums. At that time, ITD informed the city that they did not want to continue road maintenance and they were interested in transferring the property to the city. The area involves approximately 4.5 miles of property including roadway and some waterfront. ITD agreed to provide the city \$3 million in addition to the property, which the city could put into a fund as needed. ITD acknowledged the Redman Hill liability and agreed to continue to mitigate future slide emergencies. In reviewing the land area, it appears that the best placement for a new boat launch would be on privately owned property. There would be potential for a future land trade and possible signalization to the existing boat launch area. Mr. Eastwood stated that the benefit of accepting the land would be that it would then be city-owned waterfront and locally managed rather than managed by the state out of Boise. Additionally, the city is in the business of recreation, while ITD is in the business of transportation. Currently the Centennial Trail is maintained by the Idaho Department of Parks

and Recreation (IDPR), who would like to continue to operate the trail and boat launch at Higgens Point, which are classified as state parks.

Councilman Gookin asked if the \$3 million transferred to the city would be without restrictions. Mr. Eastwood clarified that the money would be without restrictions, unless the council places conditions on the funds. He also clarified that the lakefront property would continue to allow public outdoor recreation. The city would need to enter into an agreement with IDPR to continue maintenance agreements.

Councilman Edinger asked what would be the gain for the taxpayers of the city of Coeur d'Alene. Mr. Eastwood stated that city ownership of the land would provide assurances that it remains a public recreation area into the future.

Councilman Kennedy asked why there was such a large difference between the city's estimated annual costs of \$13,000 - \$26,000 annually and ITD's willingness to pay \$3 million. ITD representative, Mr. Allen, stated that ITD's desire is to own land that moves people from point A to point B and this road no longer meets their mission. They further believe that decisions pertaining to the use of the road/special events should be made at a local level. Mr. Allen stated that ITD wants to streamline their system and stay within their mission of transportation. He reviewed comparable costs for other statewide land transfers, such as old business loops, and then reviewed annual maintenance costs on that road and added in expected future projects (over the next 20 years) to come up with \$2.5 Million. During negotiations with the city, they agreed to \$3 Million.

Councilman Kennedy asked about the Redman Hill slide area and how the potential risk would be mitigated. Mr. Allen read the draft contract language, which states that city would cover annual maintenance and ITD would be responsible if the slide was large enough to close the road, constituting an emergency.

Councilman Kennedy inquired about the heavy equipment that slid into the water and how it will be dealt with in the future. Mr. Allen explained that when they built the interstate, the whole roadway slid off and a D10 slid into the lake. ITD put an encapsulating system over the vehicle that collected the fuel and oil. ITD would continue to be responsible for the vehicle and monitor for any needed mitigation.

Councilman McEvers asked if ITD normally approaches a highway district prior to a city for these types of land transfers. Mr. Allen stated that they did have some contact with the Eastside Highway District; however the district never had interest or enough funds to take over the road, and then the city came to light, which made sense since they have the resources available.

The Mayor opened the discussion up for public questions and explained the rules of order.

Greg Delavan, 3665 S. Booth Park Road, said that he had concerns about the differences in maintenance budget numbers between the city and ITD, the city's plowing priority of the road, Redman Hill annual settlement, other unknown slide areas, and clarified that he had no desire to be annexed into the city.

Tim Martin, Street Superintendent, stated that the numbers provided by the city are based on averages and processes from the city. Plowing costs are based on 5.3 miles of centerline miles, multiplied by five lanes and average employee wages, with an average of 11 plows per year. Mr. Martin explained that ITD numbers are different and are not apples to apples, as ITD includes depreciation based on a 12-year life span, which the city does not do. Paint costs were estimated at 16 gallons per lane mile costing approximately \$4,068. Vegetation management for the city would be contracted with Kootenai County and are estimated at \$802.00. Mr. Martin clarified that each spring presents its own issues regarding slide areas and would be dealt with on a case-by-case basis, and can only be estimated based on past incidents. Mr. Martin further clarified that bringing on this roadway would not slow down the city's snow removal. The city's process is to clear arterials first, and then move into residential areas. Lake Coeur d'Alene Drive would be an arterial.

Councilman Gookin sought clarification regarding what was included in the estimated \$14,000 maintenance costs. Mr. Martin clarified that it includes paint, plowing, and vegetation management. The city Engineering Department would cover seal coat and overlays.

Mr. Allen clarified that ITD has been asked to fill dips in the road annually, which he associated to large events such as Ironman, and noted that they have not encountered any other slides. ITD will chip seal on an as needed basis, which has recently been done, and it should last for five years, with an estimate of chip sealing every seven years.

Councilman Edinger asked Mr. Martin to clarify the snowplow priority. Mr. Martin said that Lake Coeur d'Alene Drive would be included with the arterials, which are done before the residential areas.

Mayor Bloem explained that as the city increases street miles (as reported on in the annual street finance report) the city would receive more funding from the state.

Mr. Dobler stated that an overlay would cost approximately \$1.5 Million, and estimated that it would not be needed for 10 years with a pavement life of 20 years. Therefore, an annual average cost would be \$75,000-80,000/year amortized. Mr. Dobler did believe that the city could do a chip seal, since it was not being used as a highway, at an estimated cost of a \$1/2 Million.

Ms. Gabriel stated that there has been no direction from the city council to proceed with any annexation. She clarified that city ownership of the roadway would not require annexation. The area in question is within the area of city impact, and could be annexed. Individual property owners could also request to be annexed; however, it would be very costly to run sewer and water to this area. Additionally, this area is not within the city's jurisdiction, so fire districts/law enforcement would stay the same as it currently exists. As a reminder, Ms. Gabriel stated that there are mutual aid agreements in place for fire and police emergencies and that is not changing. Since the road would be owned by the city, any encroachment permit requests, such as new driveway approaches, would come through the city.

Councilman Goodlander asked Mr. Gridley to clarify shoestring annexation rules. Mr. Gridley stated that shoestring annexations are not allowed by law. If a landowner wants to annex their parcel into the city it must be adjacent too/abutting the city limits. The city could annex the road, but individual parcels would be annexed by the property owner's request (normally prompted by their desire to receive city utilities).

Councilman McEvers stated that he has not seen the city do a forced annexation, and that most people ask to be annexed because they desire city water and sewer.

Councilman Gookin expressed that it is his philosophical viewpoint that this action would take away the residents' right to representation. The Mayor stated that she believes the council often listens to people outside the city tax area, such as in regard to Ironman and other special events, listening and responding to their concerns.

Scott Stevens, 1354 Silver Beach Road, stated that he recently requested to be annexed into the city, which included a condition to extend the city sewer line into his property, which is too expensive. He stated that he does not believe the neighborhood would get any better service than from the state, and does not support the land transfer to the city. He further stated that usage of the Centennial Trail is large even without special events and he has concerns about moving the boat launch and bringing in more traffic.

Mayor Bloem explained that there is no intent to put a boat launch at Silver Beach. The council voted to leave the boat launch in the McEuen plan, and the city is investing in keeping the 3<sup>rd</sup> Street launch. She reiterated that annexation would be driven by individual property owners. Councilman Kennedy stated that he believes another launch would be great and needed; however, the 3<sup>rd</sup> Street launch will stay. He stated that the county and state should be involved in the process to bring in another launch. Councilman Gookin stated that this council could add a restriction that the money not be allowed to be spent on a new launch. Councilman Edinger stated that he had reviewed plans for a launch that included a land trade with the Hagadone Corporation. The Mayor clarified that the boat launch concept was a part of the discussion prior to the council vote to keep the 3<sup>rd</sup> Street boat launch. Original discussions with ITD started regarding what to do with the boat launch, and now that the council voted to keep the 3<sup>rd</sup> Street launch, those discussions have ended.

Chris Fillios, 904 N. Balcony Drive, stated that he is one of three Eastside Highway District commissioners, and explained that in 1991/1992 the district was prepared to take over Lake Coeur d'Alene Drive with the interchange project. Once that project failed, the district opted out. ITD did meet with the district last March and indicated that they were in discussion with the city; therefore, the district did not pursue the matter. The district estimates that the overlay is overdue and would cost approximately \$1.34 Million. District concerns included the Redman Hill area, culvert and discharge, current condition of the road, washing in of basalt into the roadway, and split jurisdiction of the district maintaining the road and IDPR maintaining the trail.

Councilman McEvers stated that it seems like it would make more sense for the district to take over the road, but feels that the district is not interested. Mr. Fillios clarified that the district did



not pursue the transfer because of their concerns. He stated that it might be worthwhile for the city if ITD offered more money and guaranteed that ITD would be responsible for any wash out.

Bart Nelson, 2281 Silver Beach Road, asked if ITD holds clear title to all or part of the properties, and how much land the city currently maintain outside the city limits.

Mr. Metzgor explained that there is a mix of property types and displayed a map demonstrating properties with clear titles outlined in green hatch marks and easements with purple hatch marks. He did not believe that this should impact maintenance of the roadway.

Mr. Martin stated that the city does maintain some areas outside the city limits through a Memorandum of Understanding with Eastside Highway District. The city will plow some district areas and the district will plow some city areas; i.e., Hazel Avenue on Cherry Hill, some of Fernan Terrace, and Victorian/Balcony.

Peter Cooper, 1671 E. Miles Avenue, said he is concerned with the issue of right-of-way being fee simple or deeded properties. He stated that he believes it should be state highway, and does not see any utility to the city taxpayers.

Bill Green, 2803 N. 5<sup>th</sup> Street, asked if something happened to Coeur d'Alene Lake Drive wherein if it was closed but didn't impact I-90, whether ITD would still be responsible and if the city has jurisdiction/ownership of area, would the city control permits, security etc. for events like hydroplanes.

Mr. Gridley stated that it is staff's intent that the state would be obligated for a slide event, whether or not it affected I-90, and that the city would be responsible for annual maintenance. Mr. Gridley clarified that the city would take over jurisdiction of permits, such as easement, request for use of City Park space, etc.; however, the current city code states that city cannot issue permits for hydroplanes on city-owned land. Such an event could be held on private property.

Mr. Gridley clarified that deed owned property provides for an easement for right-of-way, as long as the property remains a roadway, and the city would have control.

Dave Mckeown, 6305 E. Kingswood Lane, stated that this road is a school bus route and should be plowed by 7:00 am. He asked if the state police would continue to monitor speeds and believes the spring beneath the hill area causes the need for annual fill and believes a slide is inevitable.

Mr. Martin stated he would plow the same as with any other arterial/bus route he currently manages. It was clarified that unless the city annexes the property, they would not have jurisdiction and, therefore, patrol should not change.

Rita Simms Snyder, 818 Front Avenue, questioned why the city should accept the land and expressed concerns that the \$3 Million would not cover costs. She asked if the council was aware of any plans to build a boat launch and if there were current land exchange negotiations.

Mr. Eastwood stated that ITD does not want to maintain, own, or operate the road, and that the city is concerned with future public outdoor recreation and public access protection. Mr. Eastwood reiterated that ITD is in the business of moving vehicles and that the city is in the business of public parks. Mr. Eastwood believes that people will look to the city to accept this opportunity to provide local management of water front property contiguous with Coeur d'Alene, rather than management from 500 miles away.

The Mayor clarified that there are no on-going negotiations and that the land trade idea never got to the level of negotiations. She reiterated that there are no further talks regarding a boat launch, as the city council has voted to keep the 3<sup>rd</sup> Street launch open and put funding toward that launch. Additionally, the Mayor stated that the city is doing its due diligence in coming to the table with ITD, as ITD has stated it is not their mission to own and maintain non-highway roadways, and the city reviewed the proposal to determine if it is in the city's mission, if the City can afford it, and if it fits our community.

Paul Anders, 35715 S. Timothy Lane, stated that the traffic has increased over the past 20 years and has more kids on the route, and said that he disagrees with the acceptance of the land.

Judy Stebbins, 2718 N. 8<sup>th</sup> Street, stated that she would like both sides of the issue heard and considered, in that she believes the land should be protected for the future, like Tubbs Hill. She requested the council look 50 years out and protect waterfront for future generations.

Dick Edinger, 2837 S. Silver Beach Road, questioned what would happen to existing docks, and who would issue permits. He stated that it would be logical for Eastside Highway District to take over Coeur d'Alene Lake Drive, and liked the idea of funds received being dedicated to Lake Coeur d'Alene Drive. Mr. Edinger stated that the city could annex the road and tax the people that are abutting it, without providing services. He is satisfied with the care of the road the state currently provides and believes the area will remain public whether or not the city takes it over. Mr. Edinger recommended the council consider the comments provided and ask for \$6-8 Million with the state still responsible for slides.

Councilman Goodlander stated she believed that a recent court case clarified that private property with docks, would continue to own it, even if their property was across the street.

Bruce McNeil, 524 N. 17<sup>th</sup> Street, stated that he felt it was risk versus reward, and that there appears to be many loose ends and recommended the city run a cost/benefit analysis, and clarify which areas could be further developed for public access/parking, etc. before making a decision, and further requested an additional public workshop.

Jim Bossingham, 1135 W. Shane Drive, stated that he is retired from the Federal Highway Administration and has reviewed the road condition and believes it to be in poor condition. He felt the state should be responsible for more maintenance and recommends the council say no to the current offer.

Rick Carr, 513 E. Sherman Avenue, stated that he did not feel confident that the road would be plowed as often as the state currently provides and expressed concern for pocket parks placed

between private properties. He stated that private property rights should be protected and that the city should not accept the deal.

Mr. Allen clarified that the details of the ITD estimate included annual costs (approximately \$85,000/year) with additional crystal ball estimates for next 20 years. Mr. Martin has his own numbers based on city annual cost averages, and ITD has meet with Mr. Dobler to discuss the condition of the road. Mr. Allen clarified that all issues not related to the road are local issues, e.g., the hydroplane group came to ITD for a permit last year, which is a local issue.

Councilman Kennedy asked Mr. Allen to clarify how the Eastside Highway District engineers believe the overlay is overdue, while ITD believes there is potentially 7 years of life left on the roadway. Mr. Allen clarified that roads are engineered and have a lifecycle to them. Coeur d'Alene Lake Drive was built as a highway; however, it does not have highway traffic use. The road was overlaid around 1999, and has had a recent seal coat. Due to its engineering and consideration of its life cycle, ITD believes it could be at least 5 years before an overlay is needed, and stated he believes the road to be in good condition. Mr. Allen stated that if the city does not accept the roadway, ITD would not overlay the road prior to 5 years.

The Mayor asked Mr. Martin to clarify the priority of plowing he would propose for Coeur d'Alene Lake Drive. Mr. Martin clarified that E. Lakeshore Dirve would be plowed with the residential plow group and that Coeur d'Alene Lake Drive would get first priority, as an arterial, similar to Kathleen/Ramsey Road. Mr. Martin further clarified that ITD runs different equipment than the city and they replace them more often than the city does; therefore, depreciation costs are higher for ITD.

The Mayor stated that the city has received nationwide recognition for its snow plowing, and would not want to do something to change that reputation.

ADJOURNMENT: Motion by Kennedy seconded by Adams, to adjourn the meeting. Motion carried. The meeting adjourned at 7:32 P.M.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod  
City Clerk Apprentice

RESOLUTION NO. 12-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1<sup>ST</sup> THROUGH THE 30<sup>TH</sup> FOR THE ANNUAL CITY LEAF PICK UP AND APPROVING THE DESTRUCTION OF RECORDS FOR THE LEGAL DEPARTMENT.

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

- A) Approval the Waiver of Covered Load Regulations from November 1<sup>st</sup> through the 30<sup>th</sup> for the Annual City Leaf Pick Up;
- B) Approving the Destruction of Records for the Legal Department;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through B" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 16<sup>th</sup> day of October, 2012.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## City of Coeur d'Alene Leaf Fest Begins Nov. 13<sup>th</sup>

Tuesday, November 13, 2012 marks the start of the CITY OF COEUR D ALENE annual leaf pick-up program. Please be sure to keep leaves on your property until Monday, October 29<sup>th</sup>. Please rake your leaves and pine needles about one foot away from the gutter/curb line to allow for water drainage. City crews and equipment are limited, so we need your help. Leaves will be picked up only once. Please do not put leaves in the street after city crews have completed your area, and do not include bagged leaves, branches, debris, or trash.

Due to weather conditions, equipment malfunctions, and unforeseen circumstances, City crews are unable provide a precise schedule of where leaf pick-up will take place. Pick-up will start south of Sherman Avenue and move north. Completion is expected by Saturday, December 1, 2012.

### Leaf-fest 2012 Tips

**Do:**

- Have your leaves out by October 29<sup>th</sup>
- Please move cars off of the street if at all possible during leaf pick-up.
- Keep the leaves about one foot off the curb line to facilitate stormwater flow.
- Be alert for leaf pick-up equipment traveling through your neighborhood.
- Keep a safe distance away from leaf pick-up heavy equipment.
- Recognize that we have a tough job to do in a very short window between when the leaves fall and when the snow flies.
- Understand that city and private trucks are exempted from covering loads during the leaf pick-up period. Sweepers will follow city trucks to collect remaining/excess leaves.

**Don't:**

- Place bagged leaves in street.
- Mix branches, rubble or other refuse in with the leaves.
- Miss the deadline... we only have time for one pass!

If you have questions or need additional information please check the website [streets.cdaid.org](http://streets.cdaid.org) or call the Street Maintenance

Information line 769-2233.

# REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *October 16, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (and prior)
Elections	Temporary	2001
Northwest Boulevard – Notes	Temporary	2001
Collective Bargaining PD and Fire:	Temporary	2000
Initiative Research	Temporary	
Misc Bargaining	Temporary	2003
PD Bargaining	Temporary	
Nancy’s personal file on PD bargaining	Temporary	1993
PD - collective bargaining	Temporary	2000
Sheroke vs City #45836	Semi Perm	1980
Services employees International Union [S.E.I.U]. et, al vs City #48961	Semi Perm	1981
Alan Longley vs City #87-3134	Semi Perm	1988
City vs Property Research, Davis, Gittle, Oien, Lambert Dispute over ownership of 1968 Chevy Camaro #70144	Semi Perm	1987
Pumphrey vs City human rights complaint	Semi Perm	1988
IBCA vs City Rob Underhill dba Underhill construction #99167	Semi Perm	1994
IFFY Investments Inc. vs City	Semi Perm	
Indian Meadows vs Hoosier Water vs city	Semi Perm	1979
Jameson, Shari Lee unlawful arrest at Sanders Beach # 93-98492	Semi Perm	1998
Johnson, Dohn, vs City	Semi Perm	
Coeur d’Alene vs Kerr Oil & Usave Auto Rental	Semi Perm	1995
Crill, Michael vs City	Semi Perm	1989

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services 8/21/12  
Department Name / Employee Name / Date  
Request made by: Denney M. Seamster 712-4125  
Name / Phone  
5895 Valley Street Dalton Gardens, ID 83815  
Address

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

Niche(s): \_\_\_\_\_  
Lot(s): 68, 69, 70, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. Block: F Section: Riverview

Lot(s) are located in / / Forest Cemetery  Forest Cemetery Annex (Riverview). Annex

Copy of  Deed or / / Certificate of Sale must be attached.

Person making request is  Owner / / Executor\* / / Other\* \_\_\_\_\_

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

Title transfer fee (\$ N/A ) attached\*\*.

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

**ACCOUNTING DEPARTMENT** Shall complete the following:

Attach copy of original contract.

Vonnie Jensen  
Accountant Signature

**CEMETERY SUPERVISOR** shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant:  Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:  
Denney Seamster (AKA Denney Seamster)
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 400.00 per lot.

RJE 10/1/12  
Supervisor's Init. Date

**LEGAL/RECORDS** shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: MCG 8/21/12  
Attorney Init. Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Swann K. Woathers 10/2/12  
City Clerk's Signature Date

**COUNCIL ACTION**

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: \_\_\_\_\_  
Mo./ Day /Yr.

**CEMETERY SUPERVISOR** shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No  
Cemetery copy filed / /; original and support documents returned to City Clerk / /

\_\_\_\_\_  
Cemetery Supervisor's Signature Date

Distribution: Original to City Clerk  
Yellow copy Finance Dept.  
Pink copy to Cemetery Dept.



# ANNOUNCEMENTS

OTHER COMMITTEE MINUTES  
(Requiring Council Action)

October 8, 2012  
**GENERAL SERVICES COMMITTEE  
MINUTES**

**COMMITTEE MEMBERS PRESENT**

Mike Kennedy, Chairperson  
Ron Edinger  
Steve Adams

**CITIZENS PRESENT**

Tom Hasslinger, CDA Press

**STAFF PRESENT**

Michael Kempton, Parks  
Wendy Gabriel, City Administrator  
Mike Gridley, City Attorney  
Jon Ingalls, Deputy City Administrator  
Susan Weathers, City Clerk  
Renata McLeod, City Clerk Apprentice  
Juanita Knight, Senior Legal Assistant

**Item 1. (Accepting) Quit Claim Deed / Access to Fernan Lake Natural Area.**

On behalf of Doug Eastwood, Mike Kempton explained that staff is requesting Council accept a Quitclaim Deed from Idaho Transportation Department allowing public access across state owned land. The staff report noted that the City has been accessing the land for several years and has a previous quitclaim deed dated January 31, 2008. A sub-division was also proposed to cross this same portion of land. This quitclaim clears up the language and use for the purpose of the city crossing state land for public access to a trail head into the Fernan Lake Natural Area.

Councilman Kennedy asked about the clause reverting the property back to the state should the property no longer be for public use.

Mike Gridley by qc it to us they can keep a reversionary requirement. The city has it in some other if not use for park purposes, then it will revert back to the federal government. It's not unusual to have this this kind of clause in a recreational use situation.

Councilman Adams shared an email the he and Councilman Kennedy received over the weekend from the Armstrong Park HOA. The HOA shared concerns with the City accepting the quitclaim deed.

Councilman Edinger motioned to table this item to the October 22<sup>nd</sup> General Services meeting to allow staff time to address the concerns of the Armstrong Park HOA.

**THIS ITEMS WAS TABLED UNTIL THE OCTOBER 22, 2012 GENERAL SERVICE COMMITTEE MEETING.**

**Item 2. Professional Services Contract / Information – Communications Professional.  
(Resolution No. 12-041)**

Wendy Gabriel is requesting Council authorize an Independent Contractor Agreement for a Communications Professional. The position was approved during the budget process. Mrs. Gabriel said that administration had two project coordinator positions that were recently eliminated. With the savings from those positions, a portion is proposed for the Communications Professional position. She also noted that one of the eliminated positions handled all of the press releases, radio notes, and matters such as that. She now needs someone to take those duties over. This position will consult with the City on other important matters and how we can better share info and communicate with the public. One priority will be to get the City connected on Facebook and Twitter.

Councilman Adams asked about the IRS disclaimer in the contract and asked if the City had any experience with independent contractors and the IRS. Ms. Gabriel said not to her knowledge. The language is standard independent contractor language. The contract language was taken from LCDC when they hired their information consultant.

Councilman Edinger asked who would be responsible for giving the contractor the services to be performed as well as extended, modified or curtailed as stated in the agreement. Mrs. Gabriel said the contractor will work directly with her and she will manage the responsibilities. Mrs. Gabriel said she will not work in a vacuum, she'll work with the department heads and whatever focus area is needed at the time. As far as the contractor's hours are concerned, she is limited to the budget she has. However, if she proposes the contractor work more hours, she would bring that to City Council for approval.

**MOTION: by Councilman Kennedy that Council approve the Independent Contractor Agreement for an Information / Communication Professional. With lack of a second the item will be forwarded to the full City Council without recommendation of the General Services Committee.**

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

RESOLUTION NO. 12-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT FOR A COMMUNICATIONS COORDINATOR CONSULTANT WITH KRISTINA LYMAN.

WHEREAS, the City Administrator has recommended that the City of Coeur d'Alene enter into an Independent Contractor Agreement with Kristina Lyman for Communication Coordinator Consultant responsibilities pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for a Communications Coordinator Consultant, 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 16<sup>th</sup> day of October, 2012.

\_\_\_\_\_  
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 GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("**Agreement**") is made and entered into as of October \_\_\_\_, 2012 ("**Effective Date**") by and between City of Coeur d'Alene ("**City**"), and Kristina Lyman, an individual ("**Contractor**"). The City and Contractor agree as follows:

### SERVICES, DUTIES AND RESPONSIBILITIES

On behalf of the City, Contractor shall provide the services, duties and responsibilities of the communications coordinator consultant as are outlined in the Description of Services attached as Exhibit 1 and incorporated herein by reference (the "**Services**"). The Services to be performed by Contractor may be extended, modified or curtailed, from time to time, at the discretion of the City, in consultation with Contractor. The Contractor shall devote, during the Term of this Agreement, such time, energy, and skill as is necessary in the performance of the Services. The manner in which the Services are to be performed, the specific hours to be worked by the Contractor and the Contractor's schedule shall be determined by the Contractor in consultation with the City. However, Contractor agrees to work as many hours as may be reasonably necessary to fulfill the Services, which the Contractor estimates will take 15 hours per week. The Contractor covenants to perform such Services in accordance with industry standards and in accordance with generally accepted practices and principles of the communications trade.

### COMPENSATION

**Compensation.** Contractor shall be paid \$65.00 per hour for Services rendered pursuant to this Agreement. Contractor shall track billable time in .5 hour increments and include a detailed description of Services performed. Contractor shall submit to City a monthly invoice for Services performed no later than the 5th day of each calendar month, and City shall pay Contractor monthly in arrears, or at such more frequent intervals as determined by mutual agreement of the parties. The City may withhold a portion of payment from the Contractor's invoice for non-conforming or substandard Services, or for any billing discrepancies that City determines in its sole and absolute discretion.

### INDEPENDENT CONTRACTOR RELATIONSHIP

**Independent Contractor.** It is understood and agreed that in the performance of the Services under this Agreement, Contractor shall at all times act as an independent contractor with respect to the City, whereby Contractor shall not be an employee of the City for any purpose. Accordingly, except as otherwise provided herein, the City shall not have or exercise any specific control over the particular method or methods by which Contractor performs the Services required by this Agreement.

**Benefits.** The City shall not be responsible for providing worker's compensation coverage for Contractor nor shall Contractor be entitled to any benefits which the City provides for its employees, including but not limited to vacation pay, sick leave, retirement benefits, health and disability and unemployment insurance benefits.

**Responsibility for Taxes.** Contractor shall not be treated as a City employee for tax purposes. The City will not withhold from any payment under this Agreement any sums for federal or state income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body. All such tax payments and withholdings, if any, with respect to Services rendered under this Agreement are the sole responsibility of Contractor, which responsibility Contractor agrees to carry out as required by applicable law. Contractor shall indemnify and hold the City harmless from any and all loss or liability arising from Contractor's failure to make any appropriate income tax payments, self-employment tax payments or other payments required on behalf of Contractor.

**Internal Revenue Service.** In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties agree that each party shall have the right to participate in any discussion or negotiation occurring with such agency or agencies regardless of by whom such discussions or negotiations are initiated.

## TERMINATION

**Termination.** Either party may terminate this Agreement at any time. Upon the termination of this Agreement, the City shall have no further obligation to Contractor. Within fourteen (14) days after termination of this Agreement, the Contractor shall return all copies of City's confidential or Proprietary Information (defined below). Upon the termination of this Agreement as provided herein, the City shall pay the Contractor for work performed due for the month in which the termination occurs based on the date of the termination. Otherwise, the City shall have no further obligation to the Contractor. Furthermore, upon termination of this Agreement, the City shall have no obligation to employ the Contractor or enter into any other independent contractor agreement with the Contractor.

## FAIR COMPETITION COVENANTS

**Nondisparagement Covenant.** Except as otherwise required by law, Contractor will not directly or indirectly, during the term of this Agreement and following the termination of this Agreement, for any reason, intentionally make statements materially injurious to the business reputation or good will of the City or any of its directors, its officers or employees. Nothing in this provision shall prevent Contractor from giving truthful information to the extent required by subpoena or other legal process.

**Confidentiality Covenant.** Contractor shall not, without the City's prior consent, disclose to any person, firm or corporation, any financial information, marketing strategies, business plans, or Proprietary Information of the City or its affiliates, which Contractor may have acquired in the course of performance of the Services. The term "**Proprietary Information**" shall mean all confidential, proprietary, or other knowledge, data or information of the City or its affiliates. Proprietary Information includes, but is not limited to, (i) confidential information of or about the City or its affiliates that is commercially valuable, and (ii) information that is not a public record pursuant to Idaho State Statutes. This Agreement does not cover, and the term Proprietary Information does not include, Contractor's exercise and use of Contractor's own skill, knowledge, know-how, and experience to whatever extent and in whichever way Contractor may wish. Proprietary Information does not include information that Contractor



establishes is generally known in the trade or industry and which is not gained because of a breach of this Agreement.

**Breach of Covenants.** By execution of this Agreement, Contractor agrees that the remedy at law for any breach of the foregoing covenants would not be adequate for the protection of the City, and that upon any breach thereof by Contractor, the City will be entitled to seek injunctive relief to prevent or curtail such a breach without necessity of a bond. Such injunctive relief shall be in addition to and not in place of any other remedies available at law or equity. Contractor acknowledges that the provisions of this Article 5 and the covenants contained in this Agreement (i) are the result of specific negotiations between the City and Contractor, (ii) are reasonable, and (iii) permit Contractor to obtain gainful employment without breaching such covenants. However, if at the time of enforcement of this Article 5, a court shall hold that any restriction stated in this Agreement is unreasonable under circumstances then existing, the parties agree that the restriction shall be amended as necessary to comply with applicable law. Moreover, such a determination shall not affect the binding effect of the other provisions of this Article 5 or of any of the other provisions of this Agreement.

### **PROPRIETARY INFORMATION**

**Proprietary Information.** Except as herein provided, nothing in this Agreement shall be construed as granting the Contractor expressly, by implication, estoppel or otherwise, any right, title, or interest in any (i) Proprietary Information or (ii) any patent, trademark, or copyright now or hereafter owned or controlled by the City. Contractor acknowledges and agrees that Contractor holds no title or ownership rights in the Proprietary Information or other intellectual property of the City, and that the City retains all rights, title and interest, including, but not limited to, all copyrights and trademarks, in and to the Proprietary Information and other intellectual property. If, at any time, Contractor creates an unlicensed or unauthorized work that is derivative of or based upon any Proprietary Information, Contractor hereby assigns and agrees to assign to Contractor all rights, title and interest in and to any such works.

**Work Product.** All work relating to the Services or the business of the City, which is fixed in any tangible medium of expression (including without limitation drawing, sketches, websites, reports, memoranda, letters, lists, analyses, charts, spreadsheets, models, devices, and materials), and which is or has been created or supplied, directly or indirectly, by Contractor on behalf of the City in connection with Contractor's provision of the Services pursuant to this Agreement ("**Work Product**"), shall constitute a work made for hire, and all rights under the copyright laws to such Work Product shall belong exclusively to the City or its designee. To the extent that any Work Product may be found not to be a work made for hire, Contractor unconditionally assigns and agrees to hereby assign to the City all copyright rights in and to the Work Product. In addition, any other proprietary information, knowledge, or skill created in connection with Contractor's provision of the Services shall belong exclusively to the City, and Contractor shall execute any additional documents reasonably requested by the City to apply for trademarks or copyrights or otherwise perfect, register, or assign such ownership rights.

**Reasonableness; Proper Relief.** The parties agree and acknowledge that the provisions in this Article 6 are reasonable and necessary to protect the legitimate interests of the parties and that any breach thereof will cause substantial and irreparable harm that would not be quantifiable and for which no adequate remedy would exist at law. The parties may seek appropriate relief to specifically enforce the provisions in this Article 6.

## INDEMNIFICATION.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents, representatives and affiliates from and against any and all losses, costs, expenses, claims, damages and liabilities to which the City may become subject under any applicable law or claim made by any third party, to the extent any such liabilities relate to or arise out of the Services performed by Contractor.

## DISPUTE RESOLUTIONS.

**Dispute Resolution Procedure.** Except as otherwise provided in Article 5, if a dispute arises, under this Agreement, the parties will first attempt direct discussions. If the discussions are unsuccessful, the parties shall mediate pursuant to the Commercial Mediation Rules administered by the American Arbitration Association (“AAA”). If the dispute continues, the parties shall arbitrate pursuant to the Commercial Arbitration Rules administered by the AAA, with a judgment to be entered upon the arbitration award.

**Attorney’s Fees.** The prevailing party shall be entitled to recover from the losing party its attorneys’ fees and costs incurred in any action brought to enforce any right arising out of this Agreement.

## INTERPRETATION.

**Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Idaho. The federal and state courts of Idaho have jurisdiction, and venue or any mediation, arbitration or litigation shall be in Kootenai County, Idaho.

**Notices.** All notices and other communications (“Notices”) shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with confirmation of the transmittal of the fax and a copy of the fax deposited on the same day in the United States Mail, with the date of notice being the date of the fax, (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail deposited on the same day in the United States Mail, with the date of notice being the date of the e-mail, (v) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices shall be addressed to the following addresses, or such other address as one party shall provide the other parties:

**City:** City of Coeur d’Alene  
Attn: City Clerk  
710 E. Mullan Ave.  
Coeur d’Alene, Idaho 83814

**Contractor:** Kristina Lyman  
3136 E. York Ct.  
Hayden, Idaho 83835

**Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the City and its successors and assigns. In view of the personal nature of the services to be performed under this Agreement by Contractor, Contractor shall not have the right to assign or transfer any of Contractor rights, obligations or benefits under this Agreement, except as otherwise noted in this Agreement.

**Waiver.** A waiver by the City or Contractor of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

**Entire Agreement.** This Agreement constitutes the entire agreement between Contractor and the City. This Agreement supersedes all prior negotiations, representations or agreements between Contractor and the City, whether written or oral.

**Severability.** If any one or more of the provisions (or any part thereof) of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby.

**Amendments.** This Agreement may only be modified or amended by a supplemental written agreement signed by Contractor and the City.

**City of Coeur d'Alene**

**Independent Contractor**

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Kristina Lyman

Attest:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 16<sup>th</sup> day of October, 2012, 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 October, 2012, before me, a Notary Public, personally appeared **Kristina Lyman**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she voluntarily executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**  
**SERVICES, DUTIES, AND RESPONSIBILITIES**

The communications coordinator consultant is responsible for enhancing and expanding the City's vision, mission and priorities through direct verbal and written communications with news media, municipal officials, legislative representatives, and the community in general who inquire about the City's proactive efforts.

The communication coordinator's services, duties and responsibilities include, but are not limited to:

- Create written content in a timely manner to maximize public outreach and involvement about the City's current and future projects and services.
- Attend necessary City meetings and share details with the media.
- Routinely create fresh web and hard copy materials to better inform the public about the City's work.
- Promote a detailed understanding of the City's goals and objectives through online communications and written correspondence.
- Respond and offer timely feedback to public questions/concerns and misrepresentations after consulting with executive director when necessary.
- Gather Information (immersion)
  - Crash course in city departments, meet with key folks
  - Attend committee meetings
  - Attend city council meetings/workshops
  - Review recent minutes to get up to speed
  - Understand how the city currently communicates with its citizens. How is feedback provided? Is this working, can it be improved?
- Build communication tools
  - Set up Facebook and Twitter, populating it, developing a posting plan
  - Review blog, developing posting plan, writing blogs
  - Review website and identify ways to strengthen it as a communication tool
  - Messaging/FAQ
- Develop Stories
  - Identify/write/pitch local/regional stories
  - Cull existing stories and repurpose them
- Develop Plans and strategies
  - Social media
  - Branding
  - Media relations (includes building out contacts, story archiving)
  - Measure effectiveness of communication efforts
  - Develop tracking/reporting mechanisms for web, social media, media efforts.

OTHER BUSINESS

COUNCIL BILL NO. 12-1024  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING PORTIONS OF RIGHT-OF-WAY IN THE MERRIAM PARK ADDITION SUBDIVISION, RECORDED IN BOOK "B" OF PLATS, PAGE 84, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS PORTIONS OF GOVERNMENT ROAD ALONG THE SOUTHERLY BOUNDARY OF THE PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portions of right-of-way be vacated; NOW, THEREFORE,

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

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

All of the sixty foot (60') right-of-way of Government Road lying south of and adjoining the southerly boundary lines of Tracts "A, B, I & J (Carlin Avenue)", in said Merriam Park Addition, not previously vacated by City of Coeur d'Alene Ordinance #1229.

be and the same is hereby vacated.

**SECTION 2.** That said vacated right-of-way shall revert to the adjoining property owner, North Idaho College.

**SECTION 3.** That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 16<sup>th</sup> day of October, 2012.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk



SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
MERRIAM PARK RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. \_\_\_\_\_, vacating a portion of Government Road in the Merriam Park subdivision.

Such right-of-way is more particularly described as follows:

All of the sixty foot (60') right-of-way of Government Road lying south of and adjoining the southerly boundary lines of Tracts "A, B, I & J (Carlin Avenue)", in the Merriam Park Addition, recorded in Book "B" of Plats, Page 84, records of Kootenai County, Idaho, not previously vacated by City of Coeur d'Alene Ordinance #1229.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that the ordinance shall be effective upon publication of this summary. The full text of the summarized Ordinance No. \_\_\_\_\_ is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, V-12-3 Merriam Park ROW Vacation, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16<sup>th</sup> day of October, 2012.

---

Warren J. Wilson, Chief Civil Deputy City Attorney

RESOLUTION NO. 12-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 4 TO THE CONTRACT WITH THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

WHEREAS, representatives of the City of Coeur d'Alene, and representatives of IAFF Local No. 710 have negotiated an amendment to the Contract between the City of Coeur d'Alene and IAFF Local No. 710; and

WHEREAS, the Mayor and City Council deem it to be in the best interests of the City of Coeur d'Alene to approve such amendment to the Contract; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Contract Amendment between the City of Coeur d'Alene and IAFF Local No. 710, a copy of which is marked Exhibit "1" attached hereto and by reference made a part hereof.

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

DATED this 16<sup>th</sup> day of October, 2012.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

- Council Member Adams                      Voted \_\_\_\_\_
- Council Member Kennedy                      Voted \_\_\_\_\_
- Council Member Goodlander                      Voted \_\_\_\_\_
- Council Member Gookin                      Voted \_\_\_\_\_
- Council Member Edinger                      Voted \_\_\_\_\_
- Council Member McEvers                      Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AMENDMENT No. 4**

This CONTRACT AMENDMENT is made and entered into this 16<sup>th</sup> day of October, 2012 between the **CITY OF COEUR D'ALENE**, hereafter referred to as "City" and the **COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**, hereafter referred to as "UNION", collectively referred to as the "Parties".

Whereas, the state of the economy has presented a challenge in balancing the City budget for fiscal year (FY) 2012-2013;

Whereas, the City has again reduced expenses for FY 2012-2013 by, among other reductions, reducing travel and training line items, reducing overall operation and supplies costs, maintaining a hiring freeze on certain vacant positions, a reducing capital expenditures and offering separation incentives;

Whereas, the City has requested that all employees of the City who are entitled to a cost of living increase on October 1, 2012 forego the increase and accept a zero per cent (0%) cost of living increase;

Whereas, the City has agreed that it will not layoff employees during FY 2012-2013 for budget reasons if all employees agree to forego their FY 2012-2013 cost of living increase and accept a zero per cent (0%) cost of living increase for FY 2012-2013;

Whereas, if all employees do not agree to accept the zero per cent (0%) cost of living increase, the City will have to explore layoffs in order to balance the FY 2012-2013 budget;

Whereas, the Department Heads and the City Council have agreed to accept the zero per cent (0%) cost of living increase;

Now therefore, the Parties agree to amend the contract between the City and the UNION commencing October 1, 2008 (Resolution 08-047), as amended on July 7, 2009 (Resolution No. 09-028), as amended on January 29, 2010 (Resolution No. 10-002) and November 16, 2010 (Resolution No. 10-045) as follows:

**ARTICLE II, SECTION 1**

The parties agree to a three (3) year contract extension through FY 2017-2018.

**ARTICLE XIII – PERSONNEL REDUCTION**

The City agrees not to layoff union members in FY 2012-2013 for budget reasons.

## **ARTICLE XXIII – WAGES, SECTION 1**

Cost of Living Adjustment (COLA) for the union members for FY 2012-2013 only will be zero per cent (0%).

Effective October 1, 2015, the City will provide a cost of living Adjustment (COLA) increase based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum.

Effective October 1, 2016, the City will provide a cost of living Adjustment (COLA) increase based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum.

Effective October 1, 2017, the City will provide a cost of living Adjustment (COLA) increase based upon the July "Consumer Price Index (CPI) for "All Urban Consumers" based upon the U.S. City average for the preceding 12-month period with a two percent (2%) minimum and a three percent (3%) maximum.

## **ARTICLE XXXII - SOCIAL SECURITY/MEDICARE OPTION**

When the UNION chooses to opt out of the Social Security tax, the CITY agrees to pay the maximum amount of the CITY's Social Security tax obligation per each member of the UNION into an allowable retirement fund of the UNION'S choice. If the UNION selects a retirement plan that requires an employee contribution in accordance with state or federal law, the employees shall be required to contribute only the minimum amount necessary to comply with said law. The CITY's maximum obligation shall be the CITY's tax percentage paid to the Social Security Administration when the UNION chooses to opt out of the Social Security system.

If the Social Security tax is abolished, the CITY shall match the members' percentage of wages, up to the maximum of the CITY's previous portion of the Social Security tax into the above allowable plans.

If the CITY is no longer required to pay Medicare tax on behalf of the UNION's members at any time, the CITY will pay the maximum Medicare tax obligation per each member of the UNION into an allowable retirement fund.

If the Union opts out of the Social Security tax, the Social Security Administration will refund the employee for an amount determined by the Social Security Administration. The City of Coeur d'Alene will also receive an identical refund. The City shall award each employee his/her portion of the City's (employer's) refund within **180** days. However, if the City is allowed flexibility in disbursing the funds the City will work with the Union to disburse the funds in a manner that minimizes negative tax consequences.

**ANNUAL REVIEW**

The City and UNION agree to an annual financial review discussion to be initiated by City Administration in July of each year of the contract whereby the parties will review the City's financial situation with a particular emphasis on what wage adjustments and medical cost increases can be funded based on the anticipated revenues, with and without tax levy increases. Any revisions to the contract would be by mutual agreement, and upon ratification by UNION membership and the City Council.

**NO FURTHER MODIFICATION:**

Except for the contract amendments contained herein, the parties agree that the current contract between the parties, and previous contract amendments, remain in full force and effect and that this amendment to the contract between the parties does not amend or alter any other right or obligation of either party under the contract.

Dated this 16<sup>th</sup> day of October, 2012.

**CITY OF COEUR D'ALENE:**

**COEUR D'ALENE FIREFIGHTERS LOCAL NO.710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS:**

\_\_\_\_\_  
Sandi Bloem, Mayor

\_\_\_\_\_  
Matthew Tosi, President, Local 710

**ATTEST:**

\_\_\_\_\_  
Susan Weathers, City Clerk

\_\_\_\_\_  
Josh Sutherland, Secretary, Local 710

# PUBLIC HEARINGS

Date: October 16, 2012  
To: Mayor and City Council  
From: Planning Department  
Subject: **Amendment to Zoning Regulations – O-2-12** Public access improvements within forty feet of shoreline.

### **Decision Point**

The City Council is asked to consider whether certain construction should be allowed on city owned property within forty feet (40') of the shoreline.

### **History**

The existing shoreline regulations were adopted in 1982 following a citizens' initiative to protect the shoreline in response to proposed development on the downtown waterfront and possible development of other shoreline properties.

The stated purpose of the Shoreline Regulations is:

*“...to protect, preserve and enhance visual resources and public access of the Coeur d'Alene shoreline, as defined herein, by establishing certain limitations and restrictions on specifically defined shoreline property located within the City limits. (Ord. 1722 §2(part), 1982)”*

These regulations consist of an overlay district that extends along the length and within 150 feet landward of the Coeur d'Alene Lake and Spokane River shorelines. This district has various levels of requirements depending on the location and distance from the shoreline.

The Parks Department has received a number of requests from persons with disabilities requesting access to the water via a ramp and wheelchair at Independence Point and other waterfront areas.

The regulations currently prohibit construction within 40 feet of the shoreline except at the wastewater treatment plant.

The attached ordinance language allows improvements within 40 feet of the shoreline. These improvements would only be allowed if they are on City owned property and if the improvements enhance public access to and at the water. Public access can be physical or visual. This amendment would allow for the requested ramps to the water. In addition, these amendments would allow for enhanced public access to and amenities at the water along the shoreline adjacent to any City owned property.

The regulations that apply to that area and the proposed amendment follow:

#### **17.08.245: PROHIBITED CONSTRUCTION:**

*Construction within forty feet (40') of the shoreline shall be prohibited except as provided for in section [17.08.250](#) of this chapter.*



**17.08.250: ALLOWABLE CONSTRUCTION:**

*The provision of section [17.08.245](#) of this chapter shall not apply as follows:*

- A In the underlying DC zoning district.*
- B. For construction which is necessary to replace or maintain existing essential public services such as streets, sidewalks, parking lots, streetlights, fire hydrants and underground utilities.*
- C. For other public or private construction which is necessary to replace or maintain existing shoreline protective structures, fences, hedges and walls in their present location without extension toward the shoreline. (Ord. 3268 §25, 2006: Ord. 1722 §2(part), 1982)*

Construction within forty feet of the shoreline has been allowed for large developments as part of Planned Unit Developments.

**Performance Analysis**

Numerous Comprehensive Plan reference address the shoreline and this neighborhood including: 11, 1.03, 1.04, 1.05, 27, 70, and 71.

**Quality of Life Analysis**

The proposed amendment is intended to allow enhanced access to the shoreline to be developed by right.

**Decision Point Recommendation**

The City Council is asked for approval to allow public access construction on city owned property within forty feet (40') of the shoreline.

Applicant: City of Coeur d'Alene  
Request: Amendment to Shoreline Regulations  
LEGISLATIVE (0-2-12)

Planner Yadon presented the staff report and explained a brief history behind the ordinance that was adopted in 1982. He read the purpose of the Shoreline Regulations that states: "To protect, preserve and enhance visual resources and public access of the Coeur d'Alene shoreline, as defined herein, by establishing certain limitations and restrictions on specifically defined shoreline property located within the city limits." He explained because the Parks Department has received a number of requests from persons with disabilities requesting a ramp be constructed to Independence Point and other waterfront areas. He stated that there are two options for the Planning Commission to consider for amending the ordinance.

Deputy City Attorney Wilson explained the two options available for the Planning Commission to consider and stated the differences between the two options. He stated they say the same thing but a little different wording.

Commissioner Soumas inquired if this would impact private property.

Deputy City Attorney Wilson explained that this ordinance does not pertain to private property and if the commission felt it should be included, we would need to amend the code.

Commissioner Soumas inquired if approved will the ADA provide guidelines for the city to follow.

Deputy City Attorney Wilson explained that by law the city will need to follow any guidelines ADA provides for a safe way to access the waterfront.

Commissioner Luttrupp stated that he fully supports this request and would like to see this provided for all areas.

Commissioner Bowlby stated that after reading the options listed in the draft ordinance feels that option (1) is clearer than option (2).

Chairman Jordan stated that the public cares about the shoreline and concurs with Commissioner Bowlby that option (1) is the better option.

Commissioner Haneline inquired if there was a specific reason why this request has come forward.

Deputy City Attorney Wilson explained that the Parks Department received a letter from a few citizens who have a hard time accessing the shoreline, and inquired if a ramp could be constructed to allow people with disabilities a safe way to access the shoreline.

Commissioner Messina stated that he prefers option (1) because it is more specific and feels confident that the design and ADA regulations will be addressed once the permit is taken out.

Tom McTevia, 4586 W. Princetontown Lane, stated that he appreciates the quick attention to this matter and feels by approving this request will make the waterfront enjoyable for people with disabilities that would not be available without the access.

Wayne Juneau, 10428 Camp Court, stated that he has been a resident for 3 years and supports this request that would allow people with disabilities the freedom to enjoy the many activities the city has to offer.

Patrick Blum, 3650 N. Government Way, stated that he appreciates this request and congratulated the city on being proactive for people with disabilities to enjoy the water.

Jan Whittman, 7770 Carrington, stated that she never imagined being in a wheel chair and because of this disability has a hard time getting to the water to swim. She feels that by approving this request, it would allow an easier way to access the shoreline to swim.

**Motion by Soumas, seconded by Bowlby, to approve Item 0-2-12. Motion approved.**

**D R A F T**

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. -

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.08.205 AND 17.08.230 TO PROVIDE THAT THE COUER D'ALENE WASTEWATER TREATMENT PLANT AND IMPOVEMENTS ON CITY OWNED PROPERTY INTENDED TO PROVIDE OR SECURE PHYSICAL OR VISUAL ACCESS TO THE SHORELINE ARE NOT SUBJECT TO THE CITY'S SHORELINE REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 17.08.205, is hereby amended to read as follows:*

**17.08.205: TITLE, ~~AND~~ PURPOSE AND APPLICABILITY:**

A. The provisions of this article shall be known as SHORELINE REGULATIONS.

B. It is the purpose of these provisions to protect, preserve and enhance visual resources and public access of the Coeur d'Alene shoreline, as defined herein, by establishing certain limitations and restrictions on specifically defined shoreline property located within the city limits.

C. The provisions of this article do not apply to:

1. The Coeur d'Alene municipal wastewater treatment plant; and

2. Other facilities or structures on City owned property intended to provide or secure physical or visual access to the shoreline.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 17.08.230 is hereby amended to read as follows:*

# D R A F T

## **17.08.230: HEIGHT LIMITS AND YARD REQUIREMENTS:**

A. For shoreline properties located east of Seventh Street and more than one hundred fifty feet (150') west of First Street and then northeasterly to River Avenue, the following shall apply:

1. New structures may be erected provided that the height is not greater than twenty feet (20').
2. Minimum yards shall be provided as prescribed in the applicable zoning district.
3. Notwithstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected provided the height is not greater than that provided in the underlying zoning district.

B. For shoreline properties located between one hundred fifty feet (150') west of First Street easterly to Seventh Street and shoreline properties located northerly from River Avenue, the following shall apply:

1. New structures may be erected provided that the height is not greater than thirty feet (30').
2. There shall be a minimum side yard equal to twenty percent (20%) of the average width of the lot.

~~C. The Coeur d'Alene municipal sewage plant shall be excepted from any application whatsoever of these shoreline protection regulations.~~

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**D R A F T**

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

APPROVED, ADOPTED and SIGNED this            day of            , 20            .

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

**D R A F T**

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

Insert brief description

Insert Title ; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Susan K. Weathers, City Clerk

**D R A F T**

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Insert Brief Description, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this        day of        , 20        .

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Warren J. Wilson, Chief Deputy City Attorney



ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 12-1025

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.08.205 AND 17.08.230 TO PROVIDE THAT THE COEUR D'ALENE WASTEWATER TREATMENT PLANT AND IMPROVEMENTS ON CITY OWNED PROPERTY INTENDED TO PROVIDE OR SECURE PHYSICAL OR VISUAL ACCESS TO THE SHORELINE ARE NOT SUBJECT TO THE CITY'S SHORELINE REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

**SECTION 1.** *That Coeur d'Alene Municipal Code Section 17.08.205, is hereby amended to read as follows:*

**17.08.205: TITLE, ~~AND~~ PURPOSE AND APPLICABILITY:**

A. The provisions of this article shall be known as SHORELINE REGULATIONS.

B. It is the purpose of these provisions to protect, preserve and enhance visual resources and public access of the Coeur d'Alene shoreline, as defined herein, by establishing certain limitations and restrictions on specifically defined shoreline property located within the city limits.

C. The provisions of this article do not apply to:

1. The Coeur d'Alene municipal wastewater treatment plant; and

2. Other facilities or structures on City owned property intended to provide or secure physical or visual access to the shoreline.

**SECTION 2.** *That Coeur d'Alene Municipal Code Section 17.08.230 is hereby amended to read as follows:*

**17.08.230: HEIGHT LIMITS AND YARD REQUIREMENTS:**

A. For shoreline properties located east of Seventh Street and more than one hundred fifty feet (150') west of First Street and then northeasterly to River Avenue, the following shall apply:

1. New structures may be erected provided that the height is not greater than twenty feet (20').
2. Minimum yards shall be provided as prescribed in the applicable zoning district.
3. Notwithstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected provided the height is not greater than that provided in the underlying zoning district.

B. For shoreline properties located between one hundred fifty feet (150') west of First Street easterly to Seventh Street and shoreline properties located northerly from River Avenue, the following shall apply:

1. New structures may be erected provided that the height is not greater than thirty feet (30').
2. There shall be a minimum side yard equal to twenty percent (20%) of the average width of the lot.

~~C. The Coeur d'Alene municipal sewage plant shall be exempted from any application whatsoever of these shoreline protection regulations.~~

**SECTION 3.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 4.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 16th day of October, 2012.

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Sandi Bloem, Mayor

ATTEST:

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Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.08.205 AND 17.08.230 TO PROVIDE THAT THE COEUR D'ALENE WASTEWATER TREATMENT PLANT AND IMPROVEMENTS ON CITY OWNED PROPERTY INTENDED TO PROVIDE OR SECURE PHYSICAL OR VISUAL ACCESS TO THE SHORELINE ARE NOT SUBJECT TO THE CITY'S SHORELINE REGULATIONS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

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Susan K. Weathers, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, amending Municipal Code Sections 17.08.205 and 17.08.230 to provide that the Coeur d'Alene wastewater treatment plant and improvements on city owned property intended to provide or secure physical or visual access to the shoreline are not subject to the city's shoreline regulations; and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 16th day of October, 2012.

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Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 8/31/2012	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2012
<u>General-Designated</u>	\$488,101	\$2,712	\$958	\$489,855
<u>General-Undesignated</u>	7,815,843	2,943,217	4,672,789	6,086,271
<u>Special Revenue:</u>				
Library	247,121	9,659	105,282	151,498
CDBG	(5,633)	19,370	40,452	(26,715)
Cemetery	48,241	30,048	19,212	59,077
Parks Capital Improvements	311,417	18,494	32,804	297,107
Impact Fees	2,448,363	20,523	1,840	2,467,046
Annexation Fees	70,505	13		70,518
Insurance	1,334,921	20,054	14,193	1,340,782
Cemetery P/C	1,838,825	13,227	4,905	1,847,147
Jewett House	5,048	814	2,831	3,031
Reforestation	10,174	12		10,186
Street Trees	165,517	4,229	7,200	162,546
Community Canopy	1,427		170	1,257
CdA Arts Commission	907			907
Public Art Fund	101,602	18		101,620
Public Art Fund - LCDC	427,751	106,879	11,513	523,117
Public Art Fund - Maintenance	120,670	21	523	120,168
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	420,506	5,826		426,332
LID Guarantee	75,566	15,276	2,818	88,024
LID 124 Northshire/Queen Anne/Indian Meadows	334		334	-
LID 127 Fairway / Howard Francis	5,092		5,092	-
LID 129 Septic Tank Abatement	9,632	100	9,732	-
LID 130 Lakeside / Ramsey / Industrial Park	4			4
LID 146 Northwest Boulevard	(2,818)	2,818		-
LID 149 4th Street	18,963	878	19,841	-
<u>Capital Projects:</u>				
Street Projects	35,170	30,863	54,958	11,075
<u>Enterprise:</u>				
Street Lights	(57,759)	139,014	63,901	17,354
Water	(99,558)	546,648	442,361	4,729
Water Capitalization Fees	1,979,530	44,543	2,045	2,022,028
Wastewater	6,504,321	501,827	554,796	6,451,352
Wastewater-Reserved	1,460,291	27,500		1,487,791
WWTP Capitalization Fees	1,479,198	35,739	2,788	1,512,149
WW Property Mgmt	60,668			60,668
Sanitation	(153,591)	263,854	320,069	(209,806)
Public Parking	403,848	21,058	169,775	255,131
Stormwater Mgmt	(247,363)	181	103,401	(350,583)
Wastewater Debt Service	500		500	-
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	189,669	198,408	388,077	-
LID Advance Payments	214	80	100	194
Police Retirement	1,434,990	14,942	22,563	1,427,369
Sales Tax	1,713	1,444	1,713	1,444
BID	218,181	7,023	21,000	204,204
Homeless Trust Fund	395	415	810	-
<b>GRAND TOTAL</b>	<b>\$29,168,496</b>	<b>\$5,047,727</b>	<b>\$7,101,346</b>	<b>\$27,114,877</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 30-Sep-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2012	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$199,267	\$202,140	101%
	Services/Supplies	10,645	9,849	93%
Administration	Personnel Services	509,809	506,920	99%
	Services/Supplies	4,560	4,220	93%
Finance	Personnel Services	630,255	607,651	96%
	Services/Supplies	96,185	91,935	96%
Municipal Services	Personnel Services	908,242	891,794	98%
	Services/Supplies	491,254	459,830	94%
	Capital Outlay	13,640	15,575	114%
Human Resources	Personnel Services	214,257	212,191	99%
	Services/Supplies	26,500	21,031	79%
Legal	Personnel Services	1,319,612	1,311,687	99%
	Services/Supplies	96,533	85,711	89%
	Capital Outlay	60,000		
Planning	Personnel Services	434,394	433,628	100%
	Services/Supplies	23,850	9,689	41%
Building Maintenance	Personnel Services	277,058	260,457	94%
	Services/Supplies	158,717	137,082	86%
	Capital Outlay	85,000	87,523	103%
Police	Personnel Services	8,757,613	8,398,171	96%
	Services/Supplies	826,579	688,617	83%
	Capital Outlay	100,450	96,167	96%
Fire	Personnel Services	7,228,070	7,022,002	97%
	Services/Supplies	386,013	342,056	89%
	Capital Outlay			
General Government	Services/Supplies	231,750	231,000	100%
	Capital Outlay	180,275	180,275	100%
Byrne Grant (Federal)	Personnel Services	152,311	146,921	96%
	Services/Supplies	156,507	141,927	91%
	Capital Outlay	93,390	34,722	37%
COPS Grant	Personnel Services	234,310	221,325	94%
CdA Drug Task Force	Services/Supplies	46,700	10,292	22%
	Capital Outlay			
Streets	Personnel Services	1,678,695	1,647,960	98%
	Services/Supplies	442,075	416,426	94%
	Capital Outlay	50,000	9,723	19%



CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 TWELVE MONTHS ENDED  
 30-Sep-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2012	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	179,604	167,938	94%
	Services/Supplies	40,300	38,653	96%
Engineering Services	Personnel Services	453,118	450,205	99%
	Services/Supplies	769,176	770,249	100%
	Capital Outlay			
Parks	Personnel Services	1,267,823	1,213,779	96%
	Services/Supplies	429,775	426,192	99%
	Capital Outlay	9,000	9,000	100%
Recreation	Personnel Services	628,342	581,612	93%
	Services/Supplies	135,000	128,832	95%
Building Inspection	Personnel Services	685,687	678,413	99%
	Services/Supplies	21,546	18,192	84%
Total General Fund		<u>30,743,887</u>	<u>29,419,562</u>	<u>96%</u>
Library	Personnel Services	1,020,775	978,008	96%
	Services/Supplies	173,850	172,513	99%
	Capital Outlay	90,000	82,785	92%
CDBG	Services/Supplies	297,600	252,383	85%
Cemetery	Personnel Services	164,489	126,689	77%
	Services/Supplies	84,975	77,835	92%
	Capital Outlay			
Impact Fees	Services/Supplies	925,000	338,560	37%
Annexation Fees	Services/Supplies	133,000	133,000	100%
Parks Capital Improvements	Capital Outlay	736,600	294,704	40%
Insurance	Services/Supplies	367,000	301,618	82%
Cemetery Perpetual Care	Services/Supplies	98,000	89,260	91%
Jewett House	Services/Supplies	22,090	21,570	98%
Reforestation	Services/Supplies	32,500	32,424	100%
Street Trees	Services/Supplies	75,000	55,793	74%
Community Canopy	Services/Supplies	1,200	999	83%
CdA Arts Commission	Services/Supplies	6,650	5,974	90%
Public Art Fund	Services/Supplies	216,442	145,280	67%
KMPO	Services/Supplies	350,000		
Total Special Revenue		<u>4,795,171</u>	<u>3,109,395</u>	<u>65%</u>
Debt Service Fund		<u>1,500,680</u>	<u>1,495,102</u>	<u>100%</u>

CITY OF COEUR D'ALENE  
BUDGET STATUS REPORT  
TWELVE MONTHS ENDED  
30-Sep-2012

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2012	PERCENT EXPENDED
River / NW Blvd Intersection	Capital Outlay	1,750,000	250,000	14%
Govt Way - Dalton to Hanley	Capital Outlay	2,700,000	20,501	1%
Govt Way - Hanley to Prairie	Capital Outlay	418,000	57,194	14%
Govt Way - sewer & water LID	Capital Outlay			
Howard Street - North	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay		1,095	
15th Street - Harrison to Best	Capital Outlay		50,345	
McEuen Field Project	Capital Outlay	2,677,000		
Kathleen Avenue Widening	Capital Outlay	25,000		
Total Capital Projects Funds		7,570,000	379,135	5%
Street Lights	Services/Supplies	575,021	579,866	101%
Water	Personnel Services	1,589,394	1,505,441	95%
	Services/Supplies	3,987,557	1,509,456	38%
	Capital Outlay	2,261,000	1,524,401	67%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,292,589	2,177,094	95%
	Services/Supplies	5,993,338	2,083,262	35%
	Capital Outlay	7,798,880	3,163,464	41%
	Debt Service	2,072,291	1,492,814	72%
WW Capitalization	Services/Supplies	802,750		
Sanitation	Services/Supplies	3,354,772	3,291,271	98%
Public Parking	Services/Supplies	231,257	200,653	87%
	Capital Outlay	700,000	516,687	74%
Stormwater Mgmt	Personnel Services	435,690	428,347	98%
	Services/Supplies	681,937	424,338	62%
	Capital Outlay	300,000	64,490	21%
Total Enterprise Funds		33,926,476	18,961,584	56%
Kootenai County Solid Waste		2,200,000	2,204,506	100%
Police Retirement		194,000	182,599	94%
Business Improvement District		137,200	81,000	59%
Homeless Trust Fund		6,100	5,693	93%
Total Fiduciary Funds		2,537,300	2,473,798	97%
TOTALS:		\$81,073,514	\$55,838,576	69%