



Coeur d'Alene

CITY COUNCIL MEETING

July 21, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

July 7, 2015

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 7, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: An invocation was provided by Pastor Paul Van Noy with Candlelight Church.

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

PRESENTATION: PARKS DAY PROCLAMATION – Katie Kosanke, Urban Forestry Coordinator, stated that the 8th Annual Parks Day will be held in the City Park on July 11, 2015 in conjunction with the NIAEYC (North Idaho Association for the Education of Young Children) Kid's Day in the Park event. She reviewed the history of Parks Day and reiterated that it is intended to promote city parks to the community. They will be providing historic walking tours of Forest Cemetery on that day as well at 2 and 3 p.m. They will have free activities, food and entertainment. Kid's Day activities will be between 11 a.m through 3:00 p.m. with educational booths and a bounce house. She reviewed the day's event agenda including breakfast, lunch, dinner and entertainment events that will take place throughout the day. She thanked the sponsors including Avista, Waste Management, Greenstone Homes, the Coeur d'Alene Downtown Association, Contractor's Northwest, and the Hallock family.

CONSENT CALENDAR: Motion by Gookin, second by McEvers remove item 7 for separate discussion. **Motion Carried. Motion** by McEvers, seconded by Evans to approve the consent calendar.

1. Approval of Council Minutes for June 16, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for July 13, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of SS-8-14 – Chipotle Addition; a three lot short plat
5. Approval of S-3-15 – Garden Terraces Subdivision; final plat

6. Approval of a Cemetery Lot Transfer – from Justine Smith to Gina Lancaster; Lot 03, Block 33, Section C, Forest Cemetery
7. ~~Resolution No. 15-032—RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A LEASE AGREEMENT WITH PETER GRUB, ROW, INC., d/b/a ROW ADVENTURES (“ROW”) FOR A PADDLE BOARD AND BICYCLE RENTAL CONCESSION ON PUBLIC PROPERTY.~~

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

RESOLUTION NO. 15-032

RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A LEASE AGREEMENT WITH PETER GRUB, ROW, INC., d/b/a ROW ADVENTURES (“ROW”) FOR A PADDLE BOARD AND BICYCLE RENTAL CONCESSION ON PUBLIC PROPERTY.

DISCUSSION: Councilmember Miller asked if the lease agreement with Row Adventures was intended to have retail concessions. Parks and Recreation Director Steve Anthony explained that staff used the Memorial Field concession stand lease as a form. Councilmember Miller stated that she would like to remove Section No. 5 from the agreement as only city concessions have the authority to have retail items.

MOTION: Motion by Miller, seconded by Gookin to approve Resolution No. 15-032 with the removal of Section 5 from the Lease Agreement.

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

COUNCIL ANNOUNCEMENTS:

Councilmember Miller thanked the Street Department, especially Dick Fields and Tim Martin, for the parade ride in “Louie the Loader” in the 4th of July Parade.

Councilmember Evans congratulated the Ironman participants who survived the high heat and thanked the Ironman staff and volunteers for their hard work.

Councilmember Gookin informed the community that the pits in the road on 4th Street will be fixed by the Street Department.

Mayor Widmyer asked for the reappointment of Kathleen Saylor to the Jewett House Advisory Board.

MOTION: Motion by Gookin, seconded by Edinger to approve the reappointment of Kathleen Saylor to the Jewett House Advisory Board. **Motion carried.**

RESOLUTION NO. 15-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF WESTERN STATES EQUIPMENT, CO. AND APPROVING A PURCHASE AGREEMENT FOR A CAT STANDBY POWER SOURCE.

STAFF REPORT: Assistant Water Superintendent Terry Pickel explained that the Ralph Capaul water well is required to have auxiliary power as part of the DEQ permit. A bid opening was conducted on June 16, 2015, wherein two bids were received with Western States Equipment Co. coming in lower at \$87,141, while the other bid came in at \$95,547. This is a budgeted item and came in below the engineer's estimate.

DISCUSSION: Councilmember Gookin noted that the bids came in under the engineer estimate but questioned why the budget was set at \$200,000. Mr. Pickel explained that the budget was for two generators at two separate well sites.

MOTION: Motion by McEvers, seconded by Evans, to approve Resolution No. 15-033 approving a Purchase Agreement and bid award to Western States Equipment Co. for a 600 kW/750 kVA Standby Generator.

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

RESOLUTION NO. 15-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A HOST VENUE AGREEMENT BETWEEN WORLD TRIATHLON CORPORATION, COEUR D'ALENE CHAMBER OF COMMERCE, AND THE CITY OF COEUR D'ALENE FOR THE ANNUAL IRONMAN® COEUR D'ALENE TRIATHLON EVENT.

STAFF REPORT: Finance Director Troy Tymesen stated that IRONMAN® (Ironman) wants to be in Coeur d'Alene which is why they have requested the City be the host venue of a half Ironman event in June and move the full Ironman event to August. He reviewed the history and funding sources of the Ironman Agreement and explained that the Chamber of Commerce is in full support of the agreement amendments and additional half Ironman. Additionally, he noted that the local economic impact is \$4,000 per race entrant, so with 400 additional race participants there would be a \$1.6 million economic impact. Mr. Tymesen explained that the current cost burden of the event is born by the Chamber of Commerce and that it would be moved the volunteer organization of the North Idaho Sports Commission. The City would maintain its current level of support for the full triathlon in August; however, the new agreement includes a reimbursement of \$21,750 for personnel costs associated with the June half Ironman event. The new agreement extends the full Ironman event by three years to 2020 and agrees to host a half Ironman in June during that same time period. He noted that during the first four hours the half ironman registration was open 488 participants registered for the event.

DISCUSSION: Councilmember McEvers asked where the \$10 per night hotel rebates goes. Mr. Tymesen stated that the North Idaho Sports Commission would receive the funds, and then turn them over to the City for personnel costs. Councilmember Edinger noted that the agreement states that no other activities can take place on the event weekend. Mr. Tymesen stated that the City cannot sponsor other events, and that the existing event of “Smoke on the Water” is sponsored by the Panhandle Parks Foundation. Councilmember Edinger expressed concerns regarding the NIC hoop shoot. Mr. Tymesen acknowledged that logistics for NIC are complicated, but Ironman is working with the college to provide the best egress and ingress to the campus. Mac Cavasar, Assistant Race Director, explained that the Governor’s Cup Event is being held the fourth weekend in August for a couple years and that once that is moved Ironman will move to the fourth weekend in August, which should cause less conflicts with other events, such as the County fair. Councilmember Miller asked for more information regarding the suggested reimbursement amount to the City. Mr. Tymesen explained that the City will track special event costs going forward, and estimated this amount based on approximately half of the full Ironman costs, and clarified that the amount could be altered over the years. Councilmember Miller asked for clarification regarding what if the North Idaho Sports Commission isn’t able to raise the money. Mr. Tymesen stated that the Chamber of Commerce was able to raise the funds in the past through the hotel fee and Visitor Bureau funding.

MOTION: Motion by Gookin, seconded by Miller to approve Resolution No. 15-034 approving an Agreement with World Triathlon Corporation, and Coeur d’Alene Chamber of Commerce for the annual Ironman Coeur d’Alene Triathlon events.

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

V-15-2 - TO VACATE A PORTION OF FRONT AVENUE RIGHT-OF-WAY BETWEEN 2ND AND 3RD STREET AND A PORTION OF 2ND STREET RIGHT-OF-WAY SOUTH OF SHERMAN AVENUE.

Mayor Widmyer asked for disclosure of any conflicts of interest of the Council and noted that he and his wife rent space within the Coeur d’Alene Resort shops and spoke with the Legal Department who determined it is not a conflict of interest. Councilmember Miller disclosed that her company has a contract with a branch of the Hagadone Corporation and also spoke with the Legal Department who determined that she does not have a conflict of interest. Councilmember Gookin disclosed that his son works at Titos Restaurant.

STAFF REPORT: Engineering Project Manager Dennis Grant explained that the vacation request is for a portion of Front Avenue between 2nd and 3rd Streets. He explained that the land was no longer needed by the City of Coeur d’Alene and as such it has been past practice to vacate the property to abutting property owners, who in this case is the Hagadone Hospitality Co. Mr. Grant explained that the street was recently improved as part of the McEuen Park project and was closed to vehicular traffic and reconstructed as a pedestrian and bicycle connection to Independence Point and City Park with funding from the Hagadone Corporation. He noted that there are existing public water, sewer, and storm facilities in Front Street and 2nd Avenue that

would have to be protected to reserve access and maintenance through an easement. The applicant is considering spanning the street with a structure, so including a minimum height clearance over the utility easements would be appropriate as well as additional easements for pedestrian traffic.

DISCUSSION: Councilmember Gookin asked if this property is within the urban renewal district. Mr. Grant believed a portion was within the district. Councilmember Gookin questioned if this vacation was different as it was downtown. Mr. Grant explained that vacations are similar when dealing with rights-of-way under state code.

Mayor Widmyer called for public comments related to this item and asked the City Clerk to swear in each person.

APPLICANT: John Barlow, Coeur d'Alene, explained that he represents Hagadone Hospitality Co., the applicant. He explained that over the past thirty years the Resort's primary source of business has been large group business travel. As part of the group business segment they have found that meeting planners love Coeur d'Alene but state that the Resort is not large enough, as the magic number is 500 rooms. They have recorded and documented the requests for large groups and currently have 342 rooms, so they would like to add 200 new rooms. Originally they applied for an easement to build where the bridge is today but legal counsel was concerned with recent case law and recommended pursuit of a vacation of the street. The Hagadone Hospitality Co. provided \$1.4 million in funding toward the street improvements on Front Avenue and proposes to continue the same use throughout this project. Mr. Barlow reviewed conceptual plans for the space, specifically the addition of a bridge, similar in height to the existing bridge. The design of the building has not been completed as they will need to go before the City's Design Review Commission and work within existing city regulations. He expressed their desire to build a great building as it will be the first thing people will see. Additionally, they are preparing to add one floor of parking to the garage. Many guests come by air so parking is not as large of a concern as they originally thought. Mr. Barlow explained that the economic impact of this project is significant and that it provides direct and indirect impacts. He has engaged the services of EMSI; who has prepared an overview of his findings. In summary the total construction impact is \$70 million; an increase of 67,000 new guest nights per year raising to 94,000 after two years; all with new outside money. Additionally, there will be \$6 million in new taxes paid throughout the state. He explained that Spokane hotels are competing with the Resort and that the City of Spokane paid \$173 million for convention facilities in Spokane. Boise spent \$10 Million for their convention center and provided \$30 million in expansions out of tax dollars. The City of Portland provided \$78 million for a new hotel at their convention center. The Hagadone Hospitality Co. is not asking for any tax money, just the ability to build and connect the new hotel to the existing Resort. He confirmed there will be an easement with the City to ensure that the City's needs and accesses are protected in the future.

PUBLIC COMMENTS:

Brian Points, Moscow, represents the EMSI Company and explained that his company conducts economic impact studies. He explained how dollars are rippled throughout the economy

multiple times after an initial expenditure. He explained the analysis of the expansion needing direct inputs including building materials and kitchen supplies. Then, in turn, those businesses buy direct from suppliers and indirect impacts would be patrons buying items at other stores. The impact continues to payrolls and the work force. He reviewed the four types of impacts of sales, jobs, earnings, and taxes. Additionally, he reviewed the construction impacts noting the construction is expected to last 16 months. The direct construction impact would be \$70 million with 633 jobs and earnings of \$34 Million, which is notable but temporary. He confirmed the initial operational impact would be 67,000 new visitors within first two years, with an economic contribution of \$30.2 Million and a tax impact of \$4.9 Million. Long term operational impact would be 94,000 new visitors, with an economic contribution of \$42 Million and 635 jobs and tax impact of \$6 million. Mr. Points concluded that the net present value over the next 50 years would be an economic contribution of \$424.8 Million with an earnings impact of \$140.8 Million and a tax impact of \$66.9 Million.

DISCUSSION CONTINUED: Councilmember McEvers asked if the addition would include conference space. Mr. Barlow explained that they need 10,000 square feet of new conference space, and they would propose for it to be in the ground level space within the plaza and new construction areas. Councilmember McEvers questioned if the new bridge could be done through an amendment to the existing PUD. Deputy City Attorney Warren Wilson explained that PUD does not apply to city rights-of-way so it would not be the right mechanism for authorization of the bridge. Discussion ensued regarding the existing bridge. Councilmember Gookin asked about number of local hires that would be included for the construction. Mr. Barlow explained that they have consistently used a firm based in Spokane; however, most of the employees live in Idaho. Councilmember Gookin asked if there were any other options for layout of the building to avoid going over the street. Mr. Barlow explained that they need to have the buildings connected so they need to have the bridge. Councilmember Edinger asked if the new project is within the urban renewal boundary. Mr. Barlow said that he believes it is. Councilmember Adams asked if an injection of money into an economy would create 7 times more than original injection. Mr. Point explained that it depends on the region and what type of influx one is seeing and that 7 times seems a bit high. Councilmember Evans asked if it would be possible to connect to the buildings with one sky bridge without the vacation. Mr. Barlow explained that he does not believe it would have the same impact and they would like to have a full climate controlled connection to the Resort. Councilmember Evans said she wanted to see a sketch of the proposed project and potential shading of park and downtown from the development. Mr. Barlow stated that the impact is controlled through zoning and will happen together if this is approved and clarified that they will not build if it is not connected. Councilmember Miller asked for clarification regarding what would need to be amended in addition to the PUD. Mr. Wilson reiterated that the shops and road are not within the PUD and that the connection to the existing Resort would probably need to have an amendment to the PUD and the donation agreement regarding the street closure would possibly need to be amended as to what is relevant or not. The agreements and contracts would come to the City Council; however, the PUD would stay at the Planning Commission level. Councilmember Miller asked for a reiteration that the intent of Hagadone Hospitality Co. is to continue all the current uses through an easement. Mr. Barlow confirmed that intent. Councilmember Gookin questioned the blocking of the views and vistas under the current code, which allows up to 200 feet with a bonus to 220 feet. Mr. Barlow clarified the code does not allow for multiple towers.

Councilmember McEvers questioned if approval of this vacation would set a precedent. Mr. Wilson explained that the Council would take each application on its own merit, and that the Council should determine what is in the best interest of the community, consider alley versus high traffic flow streets, and make findings based on each situation. He explained that the Council could consider what the uses of a public street are in the downtown corridor, that it is already closed to vehicular traffic, testimony received tonight, and other evidence in total. Discussion ensued regarding precedent setting, types of vacations, and other options for this type of development. Councilmember Evans asked for clarification regarding view corridors as she wanted clarity to understand the impact. Mr. Barlow stated that three hours ago he took a picture from Third Street and Sherman Avenue and felt that there is no view corridor that currently exists as there is a parking garage, the Resort, and blue sky. This addition will be blocking a blue sky only, rather than blocking existing views such as McEuen Towers or the One Lakeside Towers which meets the code and it blocks someone's view. He explained that there are tradeoffs with the amount of view lost. Mayor Widmyer expressed citizen concerns regarding the easement for use of the trail. Mr. Barlow explained that both documents (the vacation and the easement) will be recorded simultaneously and Hagadone Hospitality would be willing to enter into a contract to do what they said they would be willing to do. Councilmember Miller asked what type of permits for events and closures within the easement areas could occur. Mr. Wilson stated that if it is not a public street it would not have a street closure permit, so the easement use would stand alone and the Resort would not be able to encumber those uses.

RECESS: The Mayor called for a five minute recess at 6:50 p.m. The meeting resumed at 6:58 p.m.

Mayor Widmyer continued public comments related to this item.

Gary Schneidmiller, Post Falls, thanked Mr. Hagadone for his contributions to the community. He felt the economic impact is phenomenal and the multiplier is what happens to the people that come to our community. From his real estate perspective in the long term he sees that the people that come to our community repetitively desire to be living here and build businesses and bring significant dollars to invest. He believes they come here for the five-star Resort and find reasons to come back and build business and create jobs. He expressed support of the vacation and believes it will be a regional impact.

Marc Robitaille, Athol, stated that he represents Silverwood Theme Park. They are in support of this request and noted that 30% of their guests stay in area hotels and thinks this expansion will provide an increase and boost to the economy that will also increase funds raised through the bed tax, which is used to help promote our area. Kootenai County annually produces \$190 Million in sales and \$70 million in wages and is essential to our economy.

Jim Bossingham, Coeur d'Alene, said he was in opposition due to the way they are attempting to get the ground to put the tower on at no cost. He believes there are two options for the Council; to put it to a public vote or to lease the property to the Hagadone Corporation. He felt that the Mayor should remove himself from the voting process due to a perceived conflict of interest.

Councilmember Gookin explained that he was on Council when they voted to close the street, which was done due to public safety concerns related to the crosswalk in front of the Resort. He likes the idea of a public vote but does not think that there is political will to conduct an advisory vote on this matter. He asked Mr. Wilson if the City could lease the land. Mr. Wilson said that he does not believe the City can as it will be encumbered for 100 years or more, which in essence is the same as selling it, and is not advisable under case law.

Tom Addis, Coeur d'Alene, said that his belief is that you either move forward or you go backwards, one cannot stand still. He believes that the improvements the Hagadone Corporation has done on Blackwell make the approach to the city from the south look much better. In his travels he used to hear comments that he is from the Aryan Nation's area, and now he hears comments about the wonderful place with the floating green. Before he moved here he attended an annual meeting with large group at the newly opened Resort and decided to move here based on his experience. He encouraged the City to move forward with this vacation request.

Terry Cooper, Coeur d'Alene, said that he represents the Downtown Association that includes 98 retailers. He explained that there are different people included in the Association and many of them are benefited by the activity occurring at the Resort. If the Resort is strong the downtown is strong, which is why they work so closely together to ensure people have a great experience in Coeur d'Alene. He agreed that this would allow Coeur d'Alene to compete with our neighbors to the west and it would be a huge economic impact. The Association would appreciate the approval of this request.

Greg Peak, Coeur d'Alene, felt this was a very important decision for a small space, and enables an additional lodging tower to be built that would be an economic impact for many years into the future. He felt that the Resort stimulates the local economy and agreed that conventions and meetings are the life blood of any resort. He believes this is a unique situation that makes this a common sense decision to approve this vacation. He noted that he took pictures to examine the view corridor impacts and did not see any issues and he does not see the roadway as a huge asset to the city now or into the future. He urged approval of the vacation.

Doug Johnson, Coeur d'Alene, felt he had a unique perspective as he has restaurants in Coeur d'Alene and in Spokane, as well as worked for the Hagadone Corporation for 11 years and was a General Manager for a boutique hotel in downtown Spokane. He understands the impact of conventions and knows how important it is to draw the conference to the communities. He felt this was an opportunity to bring business to downtown Coeur d'Alene during the winter time when it is needed and he is excited for this to create a year-round destination. He knows there is a cost to adding a conference facility by giving this property up, but that can be viewed as a small tax to the community in exchange for large benefits.

John Bruning, Coeur d'Alene, explained that he represents two organizations; the Centennial Trail and Pedestrian Bicycle Committee. He was initially concerned that the staff report did not express how important the easement for the trail was, but he feels better after Mr. Barlow's testimony that the Resort supports the easement for the trail. He encouraged the Council to follow through with the easement, as the trail is very important to that location.

Steve Wilson, Coeur d'Alene, said he represents the Chamber of Commerce, and at their June 25 meeting they voted in support of the Resort's expansion plan and cited the large economic impact plan as their reasoning for approval. Every small town in America would be thrilled to have this project in front of them and he urged the Council to support the project.

Merlin Berger, Post Falls, is a long-time business owner in downtown Coeur d'Alene. He appreciated Council's concerns regarding the easement commitment. He looks at the history of the Resort and the fact that they have kept their word regarding the public boardwalk access. He confirmed that the economic impact is important to downtown and expressed that when he sees folks with nametags he sees them going to downtown restaurant's and businesses. Every community that is strong has a strong downtown.

Mike Teague, Coeur d'Alene, expressed opposition in making a gift to the for-profit Hagadone Corporation. He believes that this plan has been in the works for years. Earlier this year, they took over parking, eliminated parking at Independence Point, and trees were removed along the street without having to be replaced, which is not the same treatment of all other citizens. He believes that these actions were steps into this project along the way. If approved he believes the City should be prepared to fund projects for every hotel in the community. He believes that the view corridor going up the road and hill would be impacted and asked the Council to not give away public property.

Lora Aschenbrenner, Coeur d'Alene, expressed her main concern is that this is not just a hearing about vacation of a street, but that it is intertwined with future development of the property. The community has not been given a chance for input and only had access to the staff report, and requested the community have access to the full plans prior to the Council making this decision. She referenced Council's authority under Idaho Code 50-311 to vacate a street when it is for the public good and with such restrictions as deemed in the public interest. She asked that the Council table this item to allow for more time to gather information from the public.

Susan Snedaker, Coeur d'Alene, expressed opposition to the vacation of any public street. She reminded the Council that not long ago she protested the right of the Resort to landscape and maintain First Street and eliminate a parking area, as she did not believe it was in the best interest of the public. The project is within the city ordinances and design review, but she suggested there be a caveat to bring back parking on 1st Street for the community.

Councilmember Gookin clarified that the City did not vacate 1st Street and asked if the City could take it back. Mr. Wilson explained that it was part of a development agreement and that the City would have to revisit that agreement.

Jenna Berovansky, Coeur d'Alene, just learned about this project and did not have the opportunity to read the staff report. She said she was disturbed that this could have such a large impact by vacating a street and the property is changed from public ownership to private ownership. The impact of the private ownership is that it would allow a larger footprint for construction capabilities. She expressed concern that it is still unknown if they can do the project without the vacation and felt that should be considered before there is an automatic decision. She urged the Council to get more information and perhaps hold another public hearing.

Councilmember Gookin asked about change of use now and into the future. Mr. Wilson explained that in theory it should be fairly seamless as the easement would continue to allow for the utility easements, fire access, pedestrian/trail use, and deliveries to the Resort, as it does today, with the actual uses of the space feeling the same; however, it would look different with a large structure abutting it.

Irene Moss, Coeur d'Alene, spoke in favor of this project and concurred with prior testimony in favor of the vacation. She said that she has a business downtown and is very much in favor of large groups coming in especially through the hard times.

Bev Moss, Coeur d'Alene, said she attended the meeting to speak on behalf of the Pedestrian Bicycle Committee and was pleased to hear that the City would maintain an easement for the trail. She is aware of the economic impact to the downtown and the community; but also wanted to make sure the Council recognizes the aesthetic impact to the community, such as the loss of blue sky.

Katherine Coppock, Coeur d'Alene, said she was with the Convention and Visitor Bureau (CVB) and that the CVB officially endorsed the Coeur d'Alene Resort project and its economic impact of tourism. Additionally, the Ironman triathlon brings in \$7 Million annually and that is not possible without the Resort. She confirmed that there is competition with Spokane and Boise.

Mary Jo Krihgas, Coeur d'Alene, cautioned the Council on making this decision as she has witnessed the destruction of Cabo San Lucas Mexico. She questioned why the hotel rebate program for Ironman is \$10 night rather than a percentage basis of what the hotel charges. Based on the revenue projected in this project at year 3, the average wage would be \$7.90 per hour. She believes that the buildings needing to be connected is strategic to conserve liquor licenses.

Mary Lou Reed, Coeur d'Alene, said she was feeling sympathetic with the Council having to make this decision, and does not believe there is anything wrong with the project. She believes the Council should not make a decision without hearing everything they need to know about the project to ensure that it is in the public good to give up all the authority over the street. She encouraged the Council to look at other ways to complete the project other than giving up the street, not just the economic good. She expressed concern regarding the impact on McEuen, Front Street and confusing access. Additionally, the trail is very serious and should be protected for all riders now and into the future and questioned the amount of public involvement.

APPLICANT REBUTTAL: Mr. Barlow noted that he failed to mention that one important use of the trail and access is a fire access lane and confirmed that would also be included in the easement. He also noted that the Fire Department has said that they are comfortable with the width of the fire lane. The Resort will still need to go through steps with the City prior to issuance of a building permit. Mr. Barlow reaffirmed that whatever the lawyers need them to do to commit to the easement they will do.

Mayor Widmyer closed public comment.

DISCUSSION: Councilmember Evans questioned what the next steps would be if this was approved and when the public would get to give input. Mr. Wilson explained that there will be opportunities for input if the PUD needs to be amended as there would be a hearing at the Planning Commission. The Design Review Commission is another public hearing in which only the design of the building would be reviewed. He confirmed that both meetings are public hearings and notices will be provided.

Councilmember Miller asked if a traffic study would be triggered at any stage. Mr. Wilson felt that the zoning allows the density, so he does not believe there would be a trigger for a traffic study. Councilmember Gookin stated that there was a traffic study when they decided to close off the street and results showed it did not lower the services.

Councilmember McEvers questioned the process of vacation and the finding that it should be in the public good. Mr. Wilson said that the City holds streets in trust of the public and when the streets are no longer needed for public purposes the abutting owner would get the benefit of reverting it back to their ownership. The Council should look at uses of the street and the impact of the vacation. Councilmember McEvers felt that the trade-off of public good is protected by the easement, and the vacation is only needed to allow construction of the bridge.

Councilmember Edinger felt that the City basically vacated this section of the street already with the closure to vehicular traffic. Councilmember Adams concurred that the streets are effectively vacated due to the closure to vehicular traffic and nobody sought confirmation at that time but with the term vacation they assume the City should be compensated.

MOTION: Motion by Gookin, seconded by Edinger to approve V-15-2 - To vacate a portion of Front Avenue right-of-way between 2nd and 3rd Street and a portion of 2nd Street right-of-way south of Sherman Avenue.

DISCUSSION: Councilmember Evans explained that she is in support of the Resort adding more rooms and agreed that the economic impact is significant and will have an amazing impact on our community. She felt that there was very limited information in the packet regarding size and scale of the project and the impacts of views and vista and she would like the opportunity to see the whole project including shadowing of the downtown and the impact to the parks.

Without that information she would deny the request. Councilmember Gookin felt there were a lot of things coming into play and has to weigh a lot of different things; however, about 10-years ago the downtown overlay made it possible to allow towers. The Resort has the ability to build up and if the Council would revisit the codes that allow towers it could protect future blue sky. For right now, that code is in effect and allows for towers. Councilmember Gookin felt that the economic impact will be a shot in the arm to the downtown in the winter months.

Councilmember Edinger remembered reviewing the height restrictions downtown and that former City Planner Dave Yadon discussed the limits downtown and it was quite a process and knows that there is going to be more towers. He thinks that the Council should take each one as it comes before us and use our best judgement on those and would not be in favor of reviewing the height restrictions. Additionally, he noted that this was heard from Ignite and they passed with two descending votes and it will still have to go through Planning Commission and Design Review and as it sits now the economic impact is too great. Councilmember McEvers explained that when this first started spinning several months ago in Public Works he checked with legal

and wondered if he would feel the same if it was not a Hagadone project. After review with legal and searching the web, he found Idaho is not set up to provide other routes for building a bridge over rights-of-way. He believes the bottom line is to protect the corridor and the street was closed to vehicular traffic, the City let it go. He believes he has come full circle and he will support it as long as the easement is in place for the trail and pedestrians. Councilmember Miller expressed her appreciation for the public testimony and felt there was a lack of information; however, protecting what we have now is important and the due diligence we can do with the easement is important.

ROLL CALL: Adams Aye; Edinger Aye; Miller Aye; McEvers Aye; Gookin Aye; Evans No.
Motion carried.

RECESS: Motion by McEvers, seconded by Gookin to recess to Thursday, July 9, 2015, in the Old Council Chambers, at 3:00 p.m., for a Workshop with the Parks & Recreation Commission regarding the BLM/4 Corners Master Plan, and then recess to Tuesday, July 14, 2015 in the Library Community Room (702 Front Avenue) at 1:00 p.m. for a Workshop regarding the Fiscal Year 2015-2016 annual appropriation budget. **Motion Carried.**

The meeting adjourned at 9:25 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

MINUTES OF A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE OLD COUNCIL CHAMBERS
ON JULY 9, 2015 AT 3:00 P.M.

The City Council of the City of Coeur d'Alene met in continued session in the Library Community Room held at 3:00 P.M. on July 9, 2015, there being present upon roll call a quorum.

Mayor Widmyer

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

PARKS AND RECREATION COMMISSION: Dave Patzer; Mike McDowell; Scott Cranston; and Virginia Tate.

GUESTS: Janna Paronto, BLM; Phil Boyd, Welch Comer Engineers; Dell Hatch, Bernado Wills Architects; Dick Stauffer, Miller-Stauffer Architects; Michael Teague, BLM Advisory Committee; Mark Browning, BLM Advisory Committee; and Tony Berns, BLM Advisory Committee.

STAFF PRESENT: Troy Tymesen, Finance Director; Renata McLeod, City Clerk; Mike Gridley, City Attorney; Steve Anthony, Parks and Recreation Director; Bill Greenwood, Parks Superintendent; Hilary Anderson, Community Planning Director; Tim Martin, Street Superintendent.

CALL TO ORDER: Mayor Widmyer called the meeting to order and explained that the purpose of the meeting is to hear the status of the BLM Planning, determine next steps, and review the 4-Corners Planning.

Parks and Recreation Director Steve Anthony explained that staff has conducted a lengthy process of planning the property that included several stakeholder meetings and input from social media. He felt that staff and the Advisory Committee have gathered enough data to submit the application to the BLM for lease of the property.

Janna Paronto, Realty Specialist with the Bureau of Land Management, provided an overview of the process required for the recreation and public purpose lease. The Recreation and Public Use Act allows for the sale or lease of public lands for the purposes of recreational use at no charge to other governmental entities. She explained that the application requirement includes a certified copy of the city charter and a resolution authorizing the application, a draft development plan and funding sources for the development of the land and time table for development. The

BLM will determine if the proposal meets their land use plans and will go through the NEPA review process. Additionally, they will solicit public comments.

Councilmember McEvers asked for clarification as to what is allowable non-profit use. Ms. Paronto explained that nonprofits could apply to lease lands; however, they will be charged 50% of fair market value for the lease, while a government using the land for recreation will be charged \$10 per acre with a \$50 minimum. She said the longest part of the application review will be getting the Federal Register Notice approved, as it goes to Washington, DC and will be a minimum of six weeks. Mayor Widmyer clarified that any revenue received by the City (for allowable uses such as parking) would have to be set aside in a dedicated fund for maintenance. Councilmember Gookin asked for clarification regarding what occurs after the lease period. Ms. Paronto explained that most leases occur for a 25-year period, and then once land improvements are complete the City could apply to have the land patented. When the land patent is complete it will include a reversionary clause, which means that if the City does not follow the plan submitted to the BLM it would be considered a violation and the land could go back to BLM or a purchase of the land at current market value could be required. Commissioner Cranston asked how amendments are handled if an allowable recreational opportunity arises during the lease period. Ms. Paronto explained that the City can submit an amendment to BLM, which will go through the same review as the original application.

Phil Boyd, Welch-Comer Engineers President, provided an overview of the proposed BLM Master Plan. He said that the presentation will provide brief highlights as it has been presented several times in the past. He noted the proposed uses as these will be what the BLM will hold the city to unless there is a plan amendment submitted in the future. He reviewed the location of the 26 acres and presented the proposed uses to include micro soccer, an arboretum, parking, Centennial Trail realignment, pickle ball courts, water front access, bike park, dog park, an educational building, boulder court, futsal court, playground, and a skate park. He reiterated that they took the public input and wanted to make sure the Council did not have other ideas that were missed.

DISCUSSION: Councilmember Gookin asked how the Union Pacific property fits into the plan. City Attorney Mike Gridley was not sure if BLM owns it, but there have been discussions regarding selling it to the City in the future. Councilmember McEvers expressed concern with the timeframe for completing proposed land uses. Ms. Paronto stated that it is clear that this is future planning so there is no need to be concerned if it does not happen; BLM is just wanting to know what could possibly be there and ensure that it works within their use allowances. She also confirmed that funding options can include potential grants and private fundraising.

Mr. Boyd reviewed the phasing/implementation plan that includes funding from Ignite, Trail Foundation, LWCF grants, Parks Capital Improvement funds, etc. as an outline for the City to consider for each phase of the project. He assumes the land development and funding to be a 13 year timeframe. Ms. Paronto confirmed this would be a reasonable timeframe and understands it takes a long time and creative methods of funding to create each portion of the plan. Councilmember Miller asked for clarification regarding the amendment process. Ms. Paronto explained that the current plan would have to go through an amendment process, which would be the same as the submittal of the original plan. Councilmember McEvers asked if the City could

approve temporary uses. Ms. Paronto confirmed that the City could allow temporary uses as long as there are no fees charged for the use.

Commissioner Cranston explained that the master planning has dealt with a lot of the area outside the actual BLM boundary, as they are deemed to be connected so it will be attached to the application as part of the NEPA process for BLM review. The Parks and Recreation Commission wanted to send a recommendation of approval of the plan to the City Council. Commissioner Patzer explained that the Commission had spent a year on this before the BLM Advisory Committee was formed, so he believes they have been reviewing this several times and thinks the best uses are presented in the plan. Mr. Gridley recommended sending a draft to BLM for review prior to final submittal.

MOTION: Motion by Commissioner McDowell, seconded by Commissioner Tate that the Parks and Recreation Commission recommend the City Council direct staff to prepare the BLM land lease application for submittal and final approval of the City Council. **Motion Carried.**

MOTION: Motion by Councilmember Evans, seconded by Councilmember Miller to approve to proceed as recommended with the finalization of the BLM land application.

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

4-CORNERS DISCUSSION

Mr. Anthony explained the Four-Corner's area is outside of the BLM Plan but is connected public space and was part of the discussion since the Committee of 9 almost 10 years ago. Mr. Boyd reviewed the option for a realignment of Mullan Avenue, as it would provide the potential to improve the area parking to include RV's. They have also reviewed the reorienting of Memorial Field with an all-weather surface. He explained that before the educational corridor improvements there were extreme traffic counts on Mullan Avenue and now the counts are down and there is no need for five lanes. After community feedback it was determined to realign the road and include traffic slowing improvements. He reiterated that this is a concept and they have not completed a design quality review to know the tree impacts yet.

Councilmember Gookin asked why they are not recommending closing the road. Mr. Boyd said that it was discussed but the BLM Advisory Committee determined re-alignment to be the least impacting option. He further explained that the traffic impact of closing the road would require vehicular traffic to go to River Avenue, causing further travel to the neighborhood. Mr. Boyd clarified that from a consultant standpoint he would like to connect the two parks together by a road closure. Dick Stauffer, Partner at Miller Stauffer Architects, further explained that during the open houses the Fort Ground homeowners were a large input group, and their comments regarding closing the road were not consistent. Therefore, softening the road was a collaborative solution. Councilmember Gookin said that he has received feedback from the neighborhood to save the trees. Dell Hatch, Landscape Architect with Bernardo Wills, indicated that if the street was closed the parking lots would be impacted. Additionally, the proposed northwest side of the park parking lot was suggested to mitigate lost parking stalls from the

removal of on-street parking. He felt that the northwest parking lot would still be applicable if the street were closed. Councilmember Gookin asked if it would decrease costs to the project if the street were closed. Mr. Hatch confirmed that it would decrease project costs. Commissioner Cranston said that the BLM Advisory Committee looked at alternatives regarding a Garden Avenue extension and they felt the input received was to soften Mullan and keep it quiet. Opening up Garden Avenue would cause the need for another signal. Commissioner McDowell explained that when they first began discussions regarding moving into the park area, he looked at the proposed configuration and estimated it would encroach approximately 70 feet. Upon his review of the trees (depending where you drew the boundary) there were approximately 2 dozen trees that would need to come out. Commissioner McDowell felt that the trees were not in that bad a condition and is concerned about trade-off of removing trees for parking when there are possible options with the Ignite CDA property. Mayor Widmyer asked if there is any portion of the Ignite property that could be used for realignment of the road. Mr. Boyd said that the Ignite property would not change the alignment of the road. Commissioner McDowell felt that diagonal parking would be a potential option. Commissioner Tate asked about the connective action and if the Ignite property should be included in the BLM Plan. Ms. Paronto explained that since it is private property it would not need to be included.

Mayor Widmyer suggested a couple different scenarios and options for the road be brought forward to Council at the appropriate time. Councilmember Gookin asked if any of the roadway alignments would affect the proposed location of the carousel. Mr. Boyd explained that if the road were closed it would potentially cause a move to the proposed carousel site; however, even with the alignment it may move a bit. Councilmember McEvers felt that the encroachment into the park creates new space, so it is a tradeoff to get more space. Mr. Anthony clarified that the Mullan Avenue design allows an option for it to be closed seasonally and/or with special events and that the realignment plan provides a compromise, as well as meets the goal of providing a safer pedestrian crosswalk area. Mr. Anthony explained that he is looking for direction on placement of the carousel at this time as the Carousel Association is ready to solicit donors and they need to have a location established to formalize those donations. The Carousel Association feels they need some assurance with the City for a location in this area so they can move forward with fundraising.

MOTION: Motion by Councilmember Adams, seconded by Councilmember Gookin to direct staff to negotiate a lease agreement with Coeur d'Alene Carousel Association.

DISCUSSION: Councilmember Miller expressed concern regarding the approval of a lease for space that hasn't had a plan approved yet and that community input will no longer be solicited. City Administrator Jim Hammond concurred that it is a little early for normal lease negotiations; however, this will allow the Carousel Association to strike while their funding sources are ready and believes it makes the statement that the City wants the carousel in this area. Councilmember Adams felt there was plenty of room within the vicinity to include the carousel and that it would be a good addition.

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

RECESS: Motion by Councilmember Gookin, seconded by Councilmember Adams to recess to July 14, 2015, at 1:00 p.m., in the Library Community Room (702 Front Avenue) for a Workshop regarding the Fiscal Year 2015-2016 annual appropriation budget. **Motion Carried.**

The meeting adjourned at 4:17 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

A CONTINUED MEETING OF
THE COEUR D'ALENE CITY COUNCIL
JULY 14, 2015

The Mayor and Council of the City of Coeur d'Alene met in continued session in the Library Community Room at 1:00 p.m. on July 14, 2015 there being present upon roll call a quorum:

Steve Widmyer, Mayor

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

DEPARTMENT HEADS PRESENT: City Administrator Jim Hammond; Finance Director Troy Tymesen; Municipal Services Director Renata McLeod; Deputy Finance Director Vonnie Jensen; Parks and Recreation Director Steve Anthony; Library Director Bette Ammon; Water Superintendent Jim Markley; Fire Chief Kenny Gabriel; Human Resources Director Melissa Tosi; Community Planning Director Hilary Anderson; Building Services Director Ed Wagner; City Attorney Mike Gridley; Streets Superintendent Tim Martin; and Wastewater Superintendent Sid Fredrickson.

BEER/WINE LICENSE FOR MOD SUPER FAST PIZZA, LLC.; SCOTT SVENSON, ETAL.; 2824 NORTH RAMSEY ROAD, SUITE 105 (NEW)

MOTION: Motion by Edinger, seconded by McEvers to approve a Beer/Wine License for MOD Super Fast Pizza located at 2824 N. Ramsey Road, Suite 105. **Motion carried.**

FISCAL YEAR 2015-2016: Finance Director Troy Tymesen provided an overview of the preliminary financial plan for Fiscal Year 2015-2016 that is proposed to be \$87,400,148 with a 2.75% property tax increase. The proposed budget includes several items related to the City's main goal of increasing public safety. He explained that the foregone tax balance is currently at \$3,728,662. Additionally, as the city grows, so does the Fund Balance which is currently at \$6,100,000 (14.5% of expenses). This is very healthy according to governmental accounting standards. Mr. Tymesen estimated new growth revenue in the budget at \$838,000. He explained that the budget includes an increase in personnel of 29.5 FTE, including 9 Firefighters, 6 Police Officers, and various positions within Police, Street, Building and Water Departments.

New building growth valuation for 2014 was \$3,065,415,800; which means that the levy rate will go down, as growth is moving faster than the ability to increase property taxes. Mr. Tymesen clarified that the 2.75% increase in property taxes allows for all of the items requested to be included in the budget including new positions, G.O. Bond items, Fire Station No. 4, increase in health insurance, COLA, and merit increases. Mr. Tymesen reviewed the property tax effect the City's levy would have and clarified that the County does not have the

total current value of the City, but he has estimated \$21,293,006 in property tax revenue based on a valuation of \$3,397,000,000. The County should have the final numbers at the beginning of August.

Mr. Tymesen mentioned that the General Obligation Bond debt service is currently being finalized and will be coming to the next Council meeting with a 2.05% interest rate from a local bank. This interest rate will provide a \$280,000 a year savings in debt service payments. He also noted that the DEQ loan offer to the Wastewater Department at 2% interest will be included in the next budget draft and he reiterated that it is a great rate for long term debt on long term capital items.

Councilmember Gookin asked the Building Services Director to explain the reasoning to take over electrical inspections. Mr. Wagner explained that one reason behind the request is that the City of Post Falls has asked the City to provide backup to them and this would allow each city to have one inspector who covers when the other is out. The fees collected would pay for the position and it could save developers time for inspections -- potentially three days. Providing the inspections through the City continues the "one stop shop" philosophy for all inspections and the inspector could be trained to provide additional building code inspections. He noted that the 15 largest cities in Idaho are doing their own electrical inspections within their jurisdictions. Mr. Wagner clarified that the City would be providing inspections that are currently being conducted by the state at the same fee schedule. Councilmember McEvers expressed concern over hiring additional staff when the City is currently receiving money from the state for no work. Mr. Tymesen explained that he did not include estimated income into the budget for electrical permits so it would be budget neutral and would pay for itself. Councilmember Evans asked if it could be a revenue generator. Mr. Tymesen confirmed that it could generate revenue if the inspector position is approved. Mayor Widmyer stated that it was a customer service issue, and that the volume of work they have currently justifies the Permit Coordinator position and will be covered by the electrical permit fee revenues. Councilmember Edinger questioned if discussions with contractors has occurred in the past six months. Mr. Wagner said that he has contacted the entity that sent out the survey and has not received a return call and that he has contacted NIBCA but he has not requested a meeting yet. Councilmember Gookin requested that he meet with the contractors prior to hiring an inspector and try to work through their concerns. City Administrator Jim Hammond said that this is a collaborative effort for the community with an opportunity for the four major cities to work together to create savings and efficiencies for the tax payers. Mayor Widmyer asked that the meeting with the contractors take place and that Mr. Wagner report back to the Council thereafter.

Councilmember McEvers asked for clarification regarding the part-time Police Department positions. Captain Childers explained that these are all non-benefited positions, some of which will allow Police Officers to be out on the street rather than handling some of these types of duties. They have set critical staffing levels which fluctuate with the shifts based on needs. Councilmember Gookin asked why only 6 officers were included in the budget rather than 12. Captain Childers explained that they hired 3 this year, and requested 6 in the proposed budget to gradually increase to the needed amount over a couple years. Discussion ensued regarding the impact of hiring fewer officers. Captain Childers clarified that response times were faster with the more officers on shift.

Mr. Tymesen reviewed the Street Department reorganization that includes staffing to accommodate work for Water and Drainage utilities which will cover the cost of the additional positions.

Mr. Tymesen explained that funding for Fire Station No. 4 will be mostly from impact fees and they plan to coordinate the new hires late in the year. Mayor Widmyer asked what would be the estimated start date for construction. Chief Gabriel explained that they are working on a plan to bring to council next month that includes the proposed opening of the station by October 2016. Councilmember Gookin asked for information regarding the Division Chief positions. Chief Gabriel explained the need for training and EMS coordination.

Mr. Tymesen explained that the Library has reorganized and no longer has a Deputy Library Director. They have included one Reference Clerk position in the proposed budget for the Lake City High School program. Library Director Bette Ammon confirmed that the high school program is contingent upon hiring that position.

Discussion ensued regarding the requested 2 utility workers in the Water Department. Assistant Superintendent Terry Pickel explained the need for additional data entry, billing and general office support as well as their desire to split the field crew into two crews. He verified that this would not increase utility fees. Mr. Tymesen explained that he is concerned about adding staff within the Water Department as the fund does not currently cash flow. Councilmember Evans suggested the hiring of one utility worker as a compromise. Mr. Pickel felt that one utility worker would allow them to have one smaller and one larger crew. He also explained that during their comprehensive planning it was predicted that they would be negative for the first three years until rates get to where they should be to cover their costs.

Councilmember Miller asked for additional information regarding the Employee Assistance Program (EAP) within the Human Resources budget. Human Resources Director Melissa Tosi explained the EAP is a benefit provided for drug and alcohol counseling. The company willing to provide the service has offered comprehensive services including four visits instead of one per employee, supervisory training, and will provide utilization data. She verified that the amount in the budget is an estimated contract amount.

Councilmember Adams questioned how the increase of taxes by 2.75% would impact the future and could the city increase impact fees to cover future years without a property tax increase. Mr. Tymesen explained that impact fees are limited on their collection and use as they can be used for street impacts, parks, police, and fire that are growth-related. He clarified that impact fees cannot pay for personnel. Additionally, the financial model he would recommend to the City is, if there is no growth the City would need to reduce services or take the 3%. The City has been lucky to generate income and not have to take the foregone taxes and it continues to grow. The growth also increases the base of the city valuation, which lowers the levy rate. Councilmember Adams questioned how many employees get merit and COLA increases. Mr. Tymesen explained that every full-time employee gets a COLA, and potentially 40%-50% would be eligible for merit increases. Councilmember Adams asked for information to be provided to him regarding the specific merit increase numbers and what amount of savings there would be if

the top 250 earners were frozen from increases. Councilmember Evans said that she felt it was important to remember that there is more to it than the numbers, as merit increases affect morale and demonstrate respect to the employees.

Councilmember Adams asked what the minimum standards are for the Fund Balance. Mr. Tymesen explained that the governmental accounting standards provide an acceptable range based on a City having a balance that would cover three-months of expenses. He clarified that their recommendation is a double digit percentage.

Councilmember Gookin suggested that the property tax increase mirror the CPI. Mayor Widmyer concurred that it would be good for staff to look at how to lower property taxes, while still meeting the city's needs. Councilmember Edinger felt that the City is in a good financial position and that staff has done an excellent job on the budget. He believes that the inclusion of the additional public safety staff and the Fire Station are moving the City in the right direction. Councilmember Evans thanked staff for their budget efforts and said she was comfortable with what was presented today.

Mr. Tymesen explained that he can work with the numbers presented today and bring back a proposal for a property tax increase of 1.75%. He explained that at the first Council meeting in August he will be presenting the Resolution setting the high water mark for the budget and will include a 1.75% property tax increase.

Mr. Tymesen noted that the public hearing takes place on September 1, 2015.

ADJOURNMENT: Motion by Gookin, seconded by Miller that there being no further business, the meeting be adjourned. **Motion carried.**

The meeting recessed at 2:46 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

DATE: JULY 15, 2015
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: AUGUST 18, 2015

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-4-15	A proposed zone change from C-17 (Commercial at 17 units/acre) to LM (Light Manufacturing) Applicant: CDA Enterprises, LLC Location: 3502 N. Fruitland Lane	Approve	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **AUGUST 18, 2015.**

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 13, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-15-1, Vacation of the Water Easement in the Riverstone West Silver Plat

DECISION POINT

The applicant, Advanced Technology Surveying, Inc., acting as the representative for SRMFRC, LLC, is requesting the vacation of a 20' existing water line easement located in Lot 1, Block 1 of the Riverstone West Silver Plat. (See attached)

HISTORY

The water line easement on the subject property was installed with the Riverstone West Silver Plat in 2014. In 2015, a boundary line adjustment was recorded to accommodate development of this property.

FINANCIAL ANALYSIS

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

PERFORMANCE ANALYSIS

With the new configuration of these lots, the easement is not required due to the proposed apartments being built over this water line easement.

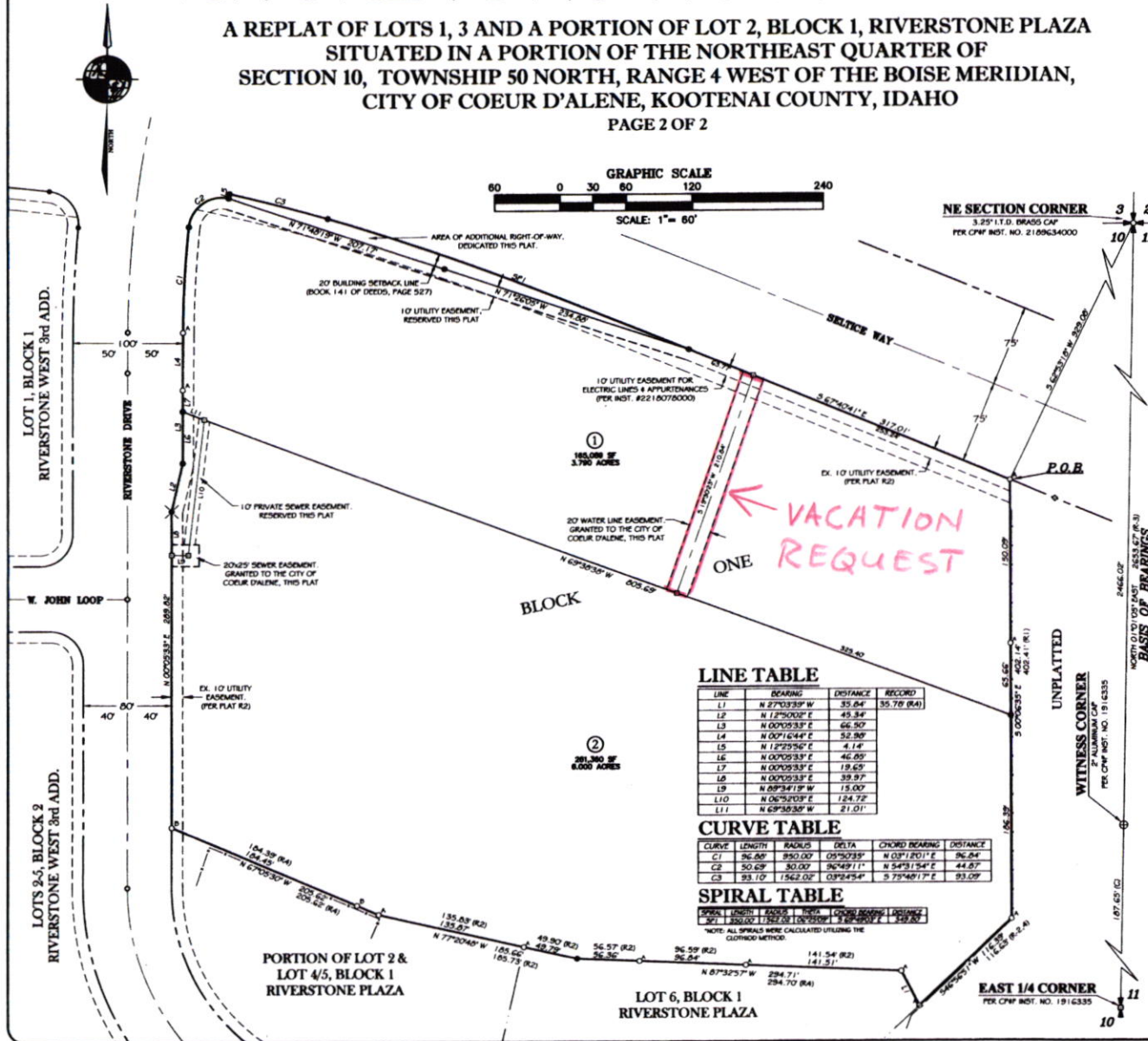
RECOMMENDATION

Staff recommends to the Public Works Committee to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on August 18, 2015.

RIVERSTONE WEST SILVER

A REPLAT OF LOTS 1, 3 AND A PORTION OF LOT 2, BLOCK 1, RIVERSTONE PLAZA
 SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF
 SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PAGE 2 OF 2



REFERENCES

- R1) SURVEY BY RONALD M. HODGE, PLS 0575, RECORDED IN BOOK 22 OF SURVEYS AT PAGE 212, SEPTEMBER 2004.
- R2) RIVERSTONE PLAZA BY ERNEST M. WARNER, PLS 4565, RECORDED IN BOOK 22 OF PLATS AT PAGE 500, MAY 2007.
- R3) RIVERSTONE WEST 3rd ADDITION BY MATTHEW B. MAYBERRY, PLS 0562, RECORDED IN BOOK 32 OF PLATS AT PAGE 226, FEBRUARY 2011.
- R4) SURVEY BY DUANE E. PRIEST, PLS 6449, RECORDED IN BOOK 22 OF SURVEYS AT PAGE 002, FEBRUARY 2011.

ALL INSTRUMENT NUMBERS, BOOK AND PAGE NUMBERS, PLATS, SURVEYS, DEEDS, AND OTHER DOCUMENTS REFER TO KOOTENAI COUNTY RECORDS, UNLESS OTHERWISE INDICATED.

NOTES

1. THERE WAS NO ATTEMPT MADE TO SHOW ALL PHYSICAL FEATURES OF THIS PROPERTY, OR SHOW ANY NON-RECORDED EASEMENTS. ITEMS SUCH AS BUILDINGS AND FENCES WHICH MAY BE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.
2. LOT 1 IS SUBJECT TO AN EASEMENT TO THE INTERSTATE TELEPHONE CO. ALONG THE SOUTH EDGE OF SELTICE WAY (HIGHWAY 10) TO PLACE POLES PER BOOK 133 OF DEEDS, PAGE 360 KOOTENAI COUNTY RECORDS.
3. THIS PLAT IS SUBJECT TO EXISTING MASTER CORRS AND EASEMENTS REFERENCED IN THE PLATS OF RIVERSTONE PLAZA, RIVERSTONE PARK, RIVERSTONE WEST, RIVERSTONE 1st AND 2nd ADDITIONS.
4. THE PURPOSE OF THIS PLAT IS TO AGGREGATE AND REARRANGE THE CONFIGURATION OF LOTS. IT IS ALSO THE INTENT ON THIS PLAT TO VACATE THE 1.0 FOOT WIDE SEWER AND 20 FOOT WIDE WATER EASEMENTS THAT WERE PREVIOUSLY RESERVED TO THE CITY WITH THE RIVERSTONE PLAZA PLAT (R2 THIS PLAT).

LEGEND

- SET 5/8" BY 3/8" REBAR WITH PLASTIC CAP MARKED "ATS P.L.S. # 0962"
- ⊗ SET PK NAIL 4 1/2" WASHER IN CONCRETE MARKED "ATS P.L.S. # 0962"
- FOUND 5/8" REBAR AND CAP "PLS 4565"
- FOUND 5/8" REBAR & 2" A.C. "PLS 6449"
- FOUND REBAR & CAP IN MONUMENT WELL
- COMPUTED POINT (NOTHING FOUND OR SET)
- MISC. SYMBOL USE IF NEEDED
- PROPERTY BOUNDARY
- - - EXISTING LOT LINES
- - - EXISTING EASEMENT LINE
- - - SECTION LINE
- - - R.O.W. CENTER LINE
- x EXISTING FENCE

BASIS OF BEARINGS

BASIS OF BEARING FOR THIS PLAT IS NORTH 01°10'51" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 50 NORTH, RANGE 4 WEST, D.M. ACCORDING TO THE COEUR D'ALENE / KOOTENAI COUNTY HORIZONTAL CONTROL NETWORK, NAD 83, IDAHO WEST ZONE, (1992 ADJUSTMENT), WITH A CONVERGENCE ANGLE OF -00°47'00" CALCULATED AT THE NORTHEAST CORNER OF SAID SECTION 10.

Matthew B. Mayberry
 10/20/14
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF IDAHO
 #19962

LINE TABLE

LINE	BEARING	DISTANCE	RECORD
L1	N 27°03'39" W	35.64'	55.78 (R4)
L2	N 12°50'02" E	48.34'	
L3	N 00°09'33" E	66.90'	
L4	N 00°16'44" E	52.90'	
L5	N 12°25'26" E	4.14'	
L6	N 00°09'33" E	46.60'	
L7	N 00°09'33" E	19.60'	
L8	N 00°09'33" E	39.97'	
L9	N 09°34'19" W	15.00'	
L10	N 06°52'03" E	124.72'	
L11	N 69°58'38" W	21.01'	

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	DISTANCE
C1	96.80'	850.00'	09°50'33"	N 03°1'20" E	96.84'
C2	50.49'	30.00'	96°49'11"	N 54°3'54" E	44.87'
C3	93.10'	1562.02'	03°24'54"	S 79°48'17" E	93.09'

SPIRAL TABLE

SPIRAL	LENGTH	RADIUS	BEARING	CHORD BEARING	DISTANCE
S1	139.60'	139.60'	09°50'33"	N 03°1'20" E	139.60'

*NOTE: ALL SPIRALS WERE CALCULATED UTILIZING THE CLOTHOID METHOD.

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
 P.O. BOX 3497, HAVEREN IDAHO, 83435
 PH: (208)-772-2745 • FAX: (208)-762-7731

SCALE: 1"=60'
 CHECKED BY: MBM
 DATE: 09-05-2014
 DRAWN BY: MBM
 DATE: 09-03-2014
 DWG. PLAT
 PROJ.: 14-040

RESOLUTION NO. 15-035

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 DESTRUCTION OF RECORDS FROM FINANCE AND PROJECT COORDINATOR FILES; APPROVING AN AGREEMENT FOR SHELTER SERVICES WITH THE KOOTENAI HUMANE SOCIETY; APPROVING THE SURPLUS AND DISPOSAL OF A 1988 COMPOST MIXING UNIT FROM WASTEWATER UTILITY; APPROVING THE SOLE SOURCE PROCUREMENT OF IPEX, INC. FOR A VORTEX FLOW PVC INSERT FITTING FOR THE WASTEWATER UTILITY B-INTERCEPTOR PROJECT.

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

- A) Approving the Destruction of Records from Finance and Project Coordinator files;
- B) Approving an Agreement for Shelter Services with the Kootenai Humane Society;
- C) Approving the Surplus and Disposal of a 1988 Compost Mixing Unit from Wastewater Utility;
- D) Approving the Sole Source Procurement of IPEX, Inc. for a Vortex Flow PVC Insert Fitting for the Wastewater Utility B-Interceptor Project;

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 D" 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 21st day of July, 2015.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

STAFF REPORT

TO: General Services
FROM: Troy Tymesen, Finance Director
RE: Request for Destruction of Records
Date: July 7, 2015

DECISION POINT

The Council is requested to approve the destruction of public records on the below items pursuant to I.C. Title 74:

- Utility Billing Payment Stubs (Semi-Permanent): All files 2010
- Cancelled Checks (Semi-Permanent): All files July 2007-Sept 2010
- Accounts Payable Invoices (Semi-Permanent): All files Fiscal Year 2007-08 & 08-09

HISTORY

The files requested to be destroyed are semi-permanent records (retention period no longer than 5 years). The above information is all past the required retention period and no longer has value in being retained.

FINANCIAL ANALYSIS

There are no hard costs associated with this request.

PERFORMANCE ANALYSIS

The Finance Department has reviewed the Records Retention Manual and determined that the included records no longer have any value to be kept on file within the Finance Department. By eliminating no longer needed records, it creates greater efficiency within the office.

RECOMMENDATION:

To approve the destruction of public records on the above items pursuant to I.C. Title 74.

REQUEST FOR DESTRUCTION OF RECORDS
 DEPARTMENT: Finance
 DATE: June 29, 2015

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Utility Billing Payment Stubs	Semi-Permanent	2010
Cancelled Checks	Semi-Permanent	July 2007 – Sept 2010
Accounts Payable Invoices	Semi-Permanent	FY 2007-08 & 08-09

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: July 13, 2015
FROM: Renata McLeod, Municipal Services Director
RE: Request for Destruction of Records

DECISION POINT

The Council is requested to approve the destruction of public records on the attached list of items pursuant to Idaho Code Title 74.

HISTORY

The files requested to be destroyed are either a temporary record (retention period no more than 2 years) or a semi-permanent record (retention period no longer than 5 years). These are files that are well beyond the timeframe required and are applicable to old projects under the Project Coordinator position.

FINANCIAL ANALYSIS

There are no hard costs associated with this request.

PERFORMANCE ANALYSIS

I have reviewed the Records Retention Manual and determined that the included records no longer have any value to be kept on file. By eliminating no longer needed records, it creates greater efficiency within the office.

RECOMMENDATION:

To approve the destruction of public records in the attached list pursuant to Idaho Code Title 74.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Municipal Services

DATE: July 21, 2015

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
City-wide Training - Notes; articles; handouts; correspondence	Temporary	2003-2007
Sidewalks (Several files)– research; notes; training materials/handouts	Temporary	2005-2009
Purchasing Research - Notes	Temporary	2004-2012
Green Team – Notes; research	Temporary	2010
Sustainability Research – Notes; research	Temporary	2008-2012
Human Rights Lease – (Several files) Notes; articles; request for proposals for AI; correspondence	Temporary	2003-2012
Developer Forum – notes	Temporary	2011
Garden District –notes; research	Temporary	2011
Library Leases – notes	Temporary	2007
US Bank – Seltice Way Project – RFP, review sheets; notes; correspondence; grant application; presentations	Temporary	2004-2006
Notary Information – notes; log	Temporary	2001-2007
Fort Grounds (several files) – notes; research; correspondence; homeowner association information	Temporary	2001-2007
Costco – notes	Temporary	2003-2004
Kroc – notes; grant application for state CDBG; presentation; correspondence	Temporary	2004-2007
Adelphia – community survey; franchise research; notes; correspondence	Temporary	2003
Wireless leases (several files) – notes correspondence	Temporary	2002-2004
City-wide UofI Training – surveys; notes; handouts	Temporary	2002-2004
McGaughey Training (Several files)– notes; sign in sheets	Temporary	2001-2004
James Madison Group Training – notes; handouts	Temporary	2004
Dr. Iverson Training (several files); surveys; correspondence; materials	Temporary	2004-2008
BLM Boat Launch – notes	Temporary	2001
Impact Fees (several files)– notes; presentations; correspondence; research	Temporary	2002-2004
4-Corners – Notes	Temporary	2004
Ed Corridor/NIC – Notes	Temporary	2001
NIC Parking/shuttle program – notes; research	Temporary	2004-2006

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: Steve Childers, Captain

DATE: June 12, 2015

RE: AGREEMENT FOR DOG SHELTER SERVICES WITH KOOTENAI
HUMANE SOCIETY

Decision Point: City Council to re-new an agreement with the Kootenai Humane Society (KHS) to shelter animals picked up by our animal control officers in Coeur d'Alene.

History: In May 2008, the City entered into an agreement with KHS for them to shelter animals picked up by our animal control officers in the city limits of Coeur d'Alene. The KHS shelter's our animals at its current facility located on Ramsey Road in Hayden near the airport.

The contract was last renewed in August of 2013.

Financial Analysis: In the proposed agreement, KHS has agreed to maintain the current fee of \$85.00 per dog for a five day stay, however the City will not be charged for any dog redeemed by the owner within the five days. Current redemption rate, as of the May 2015 invoice, is 64%.

Additionally, there will be a fee of \$40.00 charged to the City per cat, pet rabbit, or pet rodent (i.e. Ferret) not claimed by the owner within 5 days. Also, a fee of \$40.00 will be charged to the City per litter or group of kittens, pet rabbits or pet rodents not claimed by the owner within 5 days.

Currently we are not seeking any change in animal control fees set by the City.

Any additional days required by the City will have a \$20.00 per day charge. Kootenai Humane Society will collect all impound fees as per their fee schedule and may collect City citation fees. In addition, if we choose to bring an animal to KHS for euthanasia and disposal there will be a fee of \$25.00. There will be a fee of \$15.00 for each deceased animal brought to KHS by the CITY for disposal.

KHS will verify current rabies vaccinations and confirm that all dogs are licensed prior to redemption.

Performance Analysis: With approval of this contract, the City will benefit from the experience level of KHS staff as well as the facility they provide.

Decision Point: Request that City Council approve the renewal of this agreement with the Kootenai Humane Society for the sheltering of dogs picked up by our animal control officer.

AGREEMENT FOR SHELTER SERVICES

This Agreement is made and entered into this **21st day of July 2015**, by and between the **KOOTENAI HUMANE SOCIETY, INC.** hereinafter referred to as “KHS”, P.O. Box 1005, Hayden, Idaho 83835, an Idaho non-profit corporation, and the **CITY OF COEUR D’ALENE**, a municipal corporation, hereinafter referred to as the “CITY”.

WHEREAS, KHS currently operates an animal shelter facility which provides impound, board, and care for impounded dogs; and

WHEREAS, CITY has in accordance with City Code Sections 6.05 and 6.06 adopted an ordinance for the control of the dog population within its boundary, which includes the seizure and impoundment of dogs under certain circumstances; and

WHEREAS, CITY does not presently have its own facility in which to house impounded dogs; and

WHEREAS, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by CITY; and

WHEREAS, CITY desires to enter into an agreement with KHS for the sheltering of dogs impounded by CITY at the KHS facilities,

NOW, THEREFORE, the parties agree as follows:

1. TERM: The term of this agreement shall be one (1) year, commencing July 21, 2015 and expiring at midnight, July 20, 2016. This Agreement will automatically renew for a second one (1) year term until midnight June 20, 2017, unless either party gives the other party written notice that they want to end this agreement at the end of the initial term. The notice required by this section must be provided at least (30) days prior to the end of the first term.

2. CONSIDERATION: As consideration for the services to be provided by KHS pursuant to this agreement, CITY agrees to pay to KHS

- a. A fee of \$85.00 per dog not claimed by the dog’s owner within 5 days held at the shelter on CITY’S behalf for services pursuant to this Agreement unless otherwise specified herein.
- b. A fee of \$85.00 per dog plus \$20.00 per day after five (5) working days for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes. For purposes of this agreement, “working day” shall mean a day when KHS is open to the public.

- c. A fee of \$40.00 per cat, pet rabbit, or pet rodent (i.e. Ferret) not claimed by the owner within 5 days held at the shelter on CITY's behalf for services pursuant to this Agreement unless otherwise specified herein.
- d. A fee of \$40.00 per litter or group of kittens, pet rabbits or pet rodents not claimed by the owner within 5 days held at the shelter on CITY's behalf for services pursuant to this Agreement unless otherwise specified herein
- e. A fee of \$25.00 for each dog or cat brought to KHS by the CITY for euthanasia and disposal.
- f. A fee of \$15.00 for each dead animal brought to KHS by the CITY for disposal.

KHS shall submit a monthly statement by the 10th day of each month with an accounting of all fees accrued on behalf of the CITY, and all amounts owed to KHS by the CITY for the dogs held at the shelter for the previous month. CITY agrees to pay KHS the amount owed to KHS by the 1st Monday following submittal of the accounting from KHS.

3. SERVICES:

A. KHS agrees to issue dog license tags to CITY residents on behalf of the CITY during the hours the Shelter is open for CITY business for impounded unlicensed dogs that are current on their rabies vaccination. KHS shall process license applications as directed by the CITY and shall be compensated the license fee for each properly completed application. KHS will send out renewal letters for renewing CITY licenses on a monthly basis.

B. KHS agrees to house all dogs impounded by CITY at KHS's Animal Shelter, located at 11650 N RAMSEY RD, HAYDEN, ID, 83835 hereinafter referred to as "Shelter", or at such other location as KHS may acquire and/or operate as an animal shelter during the term of this Agreement, and to house those animals under the following terms and conditions:

1. Hours of Operation. The Shelter shall be open to the public for CITY business seven days per week, at a minimum from Noon to 6:00 p.m. Monday through Saturday and noon to 4 on Sunday, except for recognized CITY holidays when the Shelter may be closed.
2. Shelter Conditions. The shelter shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by KHS shall be provided in accordance with local laws and the laws of the State of Idaho. The KHS shall use humane methods in the care, euthanasia and disposition of any animal coming under its jurisdiction.
3. Animal Confinement – Impound Time Requirements. The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

- a. Lost or Stray Dogs - KHS shall hold an impounded lost or stray dog for not less than five (5) working days, or KHS or CITY has other reason to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
- b. Quarantined or evidence dogs. KHS shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises KHS in writing that the dog is no longer quarantined or needed for evidentiary purposes.
- c. CITY may increase any minimum holding period by providing verbal/ written notice to KHS. Any request by CITY to increase holding periods will result in fees described in SECTION 2 of this Agreement.
- d. Upon expiration of minimum holding periods, all dogs shall become the property of KHS.
- e. At the completion of hold periods no further charges or fees shall accrue to CITY.

4. Disposition of Animals

- a. KHS may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog or other pet animal not claimed by its owner or custodian within the prescribed holding period.
- b. Dogs relinquished by their owners shall be immediately transferred to the KHS for consideration for its adoption program or other disposition.
- c. Injured or diseased dogs, or newborn dogs unable to feed themselves, may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded dogs from exposure to a contagious disease. For these purposes, a disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition.
- d. Any CITY dog that becomes property of KHS and is adopted through the KHS adoption program shall be altered prior to its release to its new owner. KHS may accept a SPAY/NEUTER deposit in lieu of spaying or neutering a dog prior to adoption if KHS determines the circumstances, such as age or health of the dog, warrant release without surgery.

5. Animal Retrieval

- a. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS shall collect from that person any relevant fees established by city ordinance. Such fees shall accrue to KHS. CITY will provide KHS with a current copy of its fee schedule setting forth relevant dog impound fees.
 - b. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS will notify the owner of the CITY's citation issued. Such fees shall accrue to CITY.
 - c. Prior to releasing any dog impounded by the CITY to its owner, KHS shall determine whether or not the dog is current on its rabies vaccination and requires a CITY dog license. If the dog is not current on its rabies vaccination, but the KHS Veterinarian is on site, KHS will vaccinate the dog, and issue a current City license if one is required. If the dog is not current on its rabies vaccination, and the KHS Veterinarian is not on site, KHS shall release the dog to its owner, along with a "Reclaim Form Without Proof of Current Rabies Vaccination" form, which advises the dog owner they have 3 business days to vaccinate their dog and purchase a City dog license, if one is required. It shall be the responsibility of the CITY to follow up with the dog owner and ensure the dog was vaccinated and is currently licensed.
 - d. When releasing other dogs impounded by CITY, KHS shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a vaccination record signed by a veterinarian or similar identification.
6. Veterinary Services CITY impounded dogs which are diseased or injured shall receive veterinary care by KHS not to exceed actual costs of \$100.00. CITY will be responsible for the costs of these services. A disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition only after notification to and concurrence with CITY.

4. RECORD KEEPING:

A. KHS shall maintain an accounting of all dogs received from CITY, services rendered and fees collected. Invoices shall be issued by KHS for all fees received on behalf of the CITY. The accounting shall include the intake and disposition of all dogs received on behalf of the CITY, and licenses issued or renewed. Said accounting shall be delivered monthly to CITY's designee.

B. CITY reserves the right to review all records and conduct an audit of KHS's records relating to CITY impounded dogs and services rendered on behalf of CITY by KHS.

5. TERMINATION:

A. Termination for Convenience. Either party may terminate this Agreement upon 90 days written notice to the other party. Within 90 days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.

B. Termination for Default. In the event that KHS fails to provide services or follow CITY procedures and practices as required by this Agreement, CITY may terminate this Agreement for cause without giving 90 days written notice. Prior to termination the CITY shall provide written notice to KHS of such default for failure to provide services or follow CITY procedures or practices and give KHS (30) days from the date of written notification to cure the default. In the event KHS fails to cure the default within the thirty (30) days, CITY may immediately terminate this Agreement.

6. INDEMNIFICATION AND INSURANCE: To the extent permitted by law, CITY and KHS each agree to save, indemnify, defend and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim arising out of the performance of this Agreement, and attributable to the negligent actions of the indemnifying party. KHS, as the service provider, shall promptly notify CITY of any such claims of which it has knowledge and shall cooperate fully with CITY or its representatives in the defense of the same.

KHS shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, or anyone directly or indirectly employed by KHS. The minimum amount of insurance shall be Five Hundred Thousand Dollars (\$500,000). KHS shall name the CITY as additional insured.

All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered as appropriate.

7. SEVERABILITY: If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the parties.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF COEUR D' ALENE

KOOTENAI HUMANE SOCIETY INC.

Steve Widmyer, Mayor

By _____
Its _____
Date: _____

ATTEST:

ATTEST:

Renata McLeod, City Clerk

By _____
Its _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of July, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene 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 Notary Seal the day and year in this certificate first above written.

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of July, 2015, before me, a Notary Public, personally appeared _____, known to me to be the President, of **Kootenai Humane Society**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: July 13, 2015

FROM: Don Keil, Assistant Superintendent, Wastewater Utility

SUBJECT: Surplus and Disposal of a 1988 Compost mixing unit.

DECISION POINT: Wastewater staff requests that the City Council declare one SSI (Sludge Systems International), Model 500, as surplus city property and authorize staff to dispose of it.

BACKGROUND: This mobile mixing unit was provided as part of original 1988 Montgomery/Watson Compost Facility construction (city pre-purchased this unit). This unit was used at the city's composting site at the end of Julia St. It provided mixing of the bulking agent (bark) with the biosolids (sludge) for many years. It's hard, daily use declined after the 1992 Phase II Compost Facility was completed and was kept as back-up. The next ten years, it was used only on occasion. This unit was even lent to HARSB for a trial composting operation within their "tree farm". Though it resides at the Compost Facility, it is no longer of any functional value and we could use the space. It has broken and rusted components and can no longer be considered anything but rusted steel on wheels.

PERFORMANCE ANALYSIS: This unit is over 25 years old and cannot be used in any fashion without costly component upgrades. Current value is unknown but this was financially fully depreciated in 1998. The storage space that we currently devote to this unit is better used for functioning rolling stock.

FINANCIAL ANALYSIS: Declaring this equipment surplus and the disposal of the equipment will have no financial impact to the City.

DECISION POINT/RECOMMENDATION: Wastewater staff recommend that the City Council declare the 1988 Compost mixer as surplus property and authorize wastewater staff to dispose said equipment.



SSI MIXER



SSI DISCHARGE SHUTE



SSI POWER & CONTROL



DATE: July 13, 2015
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Sole Source Procurement of IPEX, Inc. Vortex Flow Insert®

=====

DECISION POINT:

The City Council is requested to declare that IPEX, Inc. is the sole vendor of the B-Interceptor Project's sewer drop structure energy dissipating equipment, and to authorize the Wastewater Utility to immediately publish a notice in the newspaper for the intent to procure this equipment from this sole source manufacturer.

HISTORY:

Installed in 1937, Sanitary Sewer Manhole M1-09, located at the intersection 8th Street and Young, is a 30-foot deep concrete manhole and confluence point of two of the City's larger sewer interceptor mains. Sewer flows from the 24" B-Interceptor discharge into an 18' tall steel vertical drop structure inside the manhole and join with sanitary flows within the 30" M-Interceptor. The 2013 Sewer Master Plan predicts peak flows at this manhole could potentially reach 9.2 MGD or nearly 1/3 of the City's flows at ultimate buildout.

Based on field observations, the destructive energy from an 18-foot drop combined with corrosive nature of splashing sewer has corroded the steel drop structure and severely deteriorated the concrete walls inside this manhole. It was determined that this manhole requires immediate rehabilitation and the steel structure be removed before it breaks apart falling into the M-Interceptor and creating a sewer blockage.

During FY 2014, the Wastewater Utility worked with JUB Engineers to evaluate five (5) different alternative concepts to dissipate the destructive energy of the drop and reduce the odorous and corrosive gases within M1-09. It was concluded that a Vortex Flow Insert offered the least production of gases, shortest construction time; lower project cost and reduced long-term operation and maintenance efforts. It also offered the greatest extended warranty period at no additional cost (5-year). After an exhaustive research of other technologies, the IPEX Vortex Flow Insert was considered to have no functional equivalent under this project's design constraints and should be considered eligible for sole source procurement. Justification for sole source procurement is discussed in greater detail in the accompanying document provided by our consultant.

After several preliminary design iterations, it was determined that rerouting the B-Interceptor could significantly reduce the project costs from the original estimate (\$794,000). The new alignment would abandon the existing 24" B-Interceptor in Young between 9th St. and 8th St. and beginning at the 9th St. and Young intersection would extend south on 9th St. to the alley south of Pine Ave. This concept reduces the depth of the Vortex Flow Insert structure from 30' to 15' and would provide for future temporary bypass operations for the new drop structure by utilizing the existing interceptor.

FINANCIAL ANALYSIS:

Planning Level Budget (2013):	\$ 800,000.00
Consultant Engineering Cost (JUB):	\$ 94,500.00
Estimate of Probable Construction Cost (Revised 2015):	<u>\$ 543,000.00</u>
Total Probable Project Cost:	\$ 637,500.00

PERFORMANCE ANALYSIS:

The Wastewater Utility has made several attempts to extend the useful life of the steel drop structure within Manhole M1-09. Sustaining it is no longer recommended as it is only a matter of when it will collapse within the manhole. It needs to be removed. Further, the structural integrity of Manhole M1-09 requires immediate rehabilitation. Removing the discharged flow from the B-Interceptor will permit a relatively safe working environment to complete these two tasks. This can be accomplished by completing the B-Interceptor project before winter 2015.

The Vortex Flow Insert is part of the B-Interceptor Project which is presently out to bid with a possible award date as early as August 28th. The Vortex Flow Insert has an 8-week delivery time where the contractor could take delivery as early as October 30th. As with all City projects, the street is required to be paved before winter and the local asphalt plants typically close around Thanksgiving. This does not allow much time to insert the Vortex Flow Insert, road prep and pave this year.

If approved by Council, sole source procurement would ensure the Vortex Flow Insert is here as early as September 18th. This will provide the contractor at least 63 calendar days to fully complete the project. The B-Interceptor Project's contract time is 45 calendar days. The Wastewater Utility has the room to store the Vortex Flow Insert and purchase under the Project's budget (Acct #031-022-4352-7625). Attached is IPEX's Quote of \$71,762.00 for orders placed before July 29, 2015.

Idaho Code permits sole source procurement when there is no functional equivalent available. This staff report and accompanying documents provide justification that this project's design constraints are satisfied. The Wastewater Utility believes that IPEX's Vortex Flow Insert is appropriate and that a method is proposed for assuring a fair price. Publishing of the City's intent to procure this product in this manner is required by Idaho Code before contract award.

RECOMMENDATION:

The City Council is requested to declare that IPEX, Inc. is the sole vendor of the B-Interceptor Project's sewer drop structure energy dissipating equipment, and to authorize the Wastewater Utility to immediately publish a notice in the newspaper for the intent to procure this equipment from this sole source manufacturer.



VORTEX QUOTATION

IPEX Customer Service Office

Phone: 1-800-463-9572
Fax: 905-403-9195
Contact: Marc Bower

Date: June 29, 2015
Quote #: IDR V1-1

Customer: **City of Coeur d'Alene**
Contact:
Phone:
Fax:

Description: **IPEX Vortex Flow PVC Insert Fitting**
US Patents # 6,419,843 & # RE40,407

Project Name: B1 Interceptor
Project Location: City of Coeur d'Alene, ID

Peak Flow: 3.89 MGD
Drop Height: 162.00 in
IPEX Drawing: IDRV1-1

Dated: 2/1/2014

Lump Sum Price: \$71,762.00 USD

(Freight included; Subject to credit approval; taxes not included)

* Price is subject to change if the consulting engineer makes significant design changes requiring revision of the attached drawing and modification of the Vortex unit.

Price includes: The PVC Vortex unit and freight to project location.

Not included in Price: Strapping, anchorage and sealant are not included (the cost of these items will need to be added to the cost of the Vortex structure). Large Vortex units may require additional structural support which is not included in this estimate. IPEX will advise if added support is recommended. All supports, strapping, sealant, bolts, hardware are to be specified by a licensed engineer.

Pricing Valid for Orders Placed By: 7/29/2015 **Shipped By:** 10/27/2015

Delivery: Estimated delivery is approx. 4-8 weeks after Sign-off sheets on critical design information is received at IPEX.

Terms: The quoted price is contingent on the acceptance by the Purchaser of all terms herein, including the attached General Terms and Conditions.

Please reference the quotation number in the Purchase Order.

The issuance of a purchase order in reference to this quotation shall constitute an acceptance by the Purchaser of all the terms herein, including the attached General Terms and Conditions of Sale (also available at www.ipexamerica.com)

Regional Manager: Rick Valdez
Phone: 760-420-1225
Email: rick.valdez@ipexamerica.com

July 7, 2015

Mr. Mike Becker
City of Coeur d'Alene
Wastewater Department
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

RE: B-INTERCEPTOR PROJECT – REVIEW OF VORTEX FLOW INSERT SELECTION

Dear Mike:

Summary

The City of Coeur d'Alene Wastewater Utility is currently in the public bidding phase of the B-Interceptor Project, which includes realigning a portion of the 24-inch interceptor and modifying the connection point to the M-Interceptor. Given the critical nature of that connection, the City has expressed a desire to procure the energy dissipating device of the connection point separately and furnish the equipment to the contractor who secures the construction bid for installation and startup. Additionally, it is expected that the City's direct procurement of the device will allow equipment purchase and delivery to be expedited, and allow the project to be constructed in calendar year 2015.

Project Background

The B-Interceptor Project will re-route the sanitary sewer B-Interceptor from 9th Street and Young Avenue to a new location on 9th Street south of Pine Avenue, where it will connect to the M-Interceptor at a new manhole and energy dissipating drop structure.

The primary objective of this project is to relieve flow from the B-Interceptor where it currently intersects the M-Interceptor in Manhole M1-09 at 8th Street and Young Avenue (near the entrance to the McEuen Park city parking lot). The M-Interceptor (30-inch) is approximately 30-feet deep at this manhole and the B-Interceptor (24-inch) is about 13-feet deep. Flow from the B-Interceptor, and an 8-inch line from the north, drop about 18-feet inside Manhole M1-09. The condition of the manhole has deteriorated due to the harsh condition created by the large drop, resulting impact, and turbulence. The proposed project will allow Manhole M1-09 to be rehabilitated and the vertical drop pipe removed.

J-U-B ENGINEERS, Inc. and the City conducted preliminary design in 2013 and considered various alternatives and alignments to provide controlled energy dissipation and accessibility to rehabilitate Manhole M1-09. Some of the selection criteria included cost, constructability, ease of maintenance, odor control, long-term corrosion control, and demonstrated performance. Energy dissipation alternatives were summarized in the **attached** preliminary design meeting notes dated January 8, 2013. The City selected the Vortex Flow Insert manufactured by IPEX, Inc. as the preferred approach for energy dissipation and connection of the two interceptors. This equipment was subsequently used as the basis-of-design for the project.

Considerations for Sole-Source Procurement

Idaho procurement law (I.C. 67-2806, paragraph 2) includes provisions for political subdivisions to purchase personal property valued in excess of \$50,000 in an open competitive sealed bid process. In situations for which it is determined there is no functional equivalent, and when there is only one source reasonably available, Idaho Code Section 67-2808 appears to allow political subdivisions to purchase personal property from one vendor if the governing board declares there is only one vendor for the personal property to be acquired. Notice of sole source procurement must be published in the official newspaper of the political subdivision at least fourteen calendar days prior to the award of the contract.

Reasons that the IPEX Vortex Flow Insert may be considered to have no functional equivalent and may be considered eligible for sole-source procurement include the following:

- Influent flow is maintained under supercritical velocity. This allows approximately 400-feet of 24-inch pipe to be constructed at supercritical slope without creating an undesired hydraulic jump within the pipe. This minimizes the bury depth of the pipe and avoids conflicts with other utilities, thereby reducing construction costs. A computational fluid dynamics (CFD) computer model was performed by IPEX, Inc. to verify supercritical velocity will be maintained for the range of expected flow conditions.
- The spiral flow design eliminates odorous and corrosive gases.
- The insert can be installed in a standard manhole without restricting access for maintenance in a control structure.
- The energy dissipation pool reduces the destructive energy potential of the flow which is expected to minimize maintenance requirements.

Alternative equipment and designs for energy dissipation assessed during the preliminary design phase were determined likely to result in significantly higher construction costs, potentially generate odorous and corrosive gases, and more long-term maintenance efforts. Therefore, the IPEX Vortex Flow Insert is considered to have no functional equivalent under the design constraints of the B-Interceptor Project.

Conclusions

The IPEX, Inc. Vortex Flow Insert appears to be uniquely capable of achieving the City's objectives of the M- and B-Interceptor connection, with no functional equivalent readily available. Please review our technical summary herein and Idaho Code procurement law with your legal counsel to determine if a sole-source procurement justification can be made.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



Date: 2015.07.07 16:38:05-07'00'

Peter M. Stayton, P.E.

Project Engineer

Enclosure

City of Coeur d'Alene Wastewater Utility

CIP RR.1 – B1 Interceptor Project

Preliminary Design Meeting

January 8, 2013



Master Plan CIP RR.1



CORE ISSUE

Poor Condition

BACKGROUND

Manhole M1-09 is the confluence of two of the major interceptors in the system. The M Interceptor (30-inch) is approximately 30-feet deep at this manhole and the B Interceptor (24-inch) is about 13-feet deep. Flow from the B Interceptor and an 8-inch line from the north drops about 17-feet inside manhole M1-09. The condition of the manhole has deteriorated due to the harsh condition created by the large drop and resulting impact and turbulence.

Existing homes and utilities will require a small construction footprint for improvements. Two preliminary alternatives were developed for the CIP.

RECOMMENDED SOLUTION

RR.1A

- > Replace M1-09 with new 96-inch manhole.
- > Construct new 96-inch drop manhole east of M1-09.
- > Opinion of Probable Cost (Jan 2013 Dollars) **\$ 706,000**

RR.1B

Reduce excavation costs by routing the B-Interceptor to a shallower manhole.

- > Re-route the B-Interceptor from B1-01 south down 9th Street and west on Pine Avenue to M1-11.
- > Construct new 96-inch drop manhole east of M1-11.
- > Rehabilitate MH M1-09.
- > Opinion of Probable Cost (Jan 2013 Dollars) **\$ 646,000**

Energy Dissipation Alternatives

“Controlled” Hydraulic Jump

Vortex Flow Insert

Vortex Drop Shaft

Plunging Flow Drop Shaft

Stacked Drop Manholes

Other Options

(not reviewed here)

Plunging drop (same as existing)

Conventional internal drop shaft

External drop (backdrop MH)

Rectangular drop shaft

Drop shaft with turbine

Hydraulic Jump in Circular Conduit

Description

- Steep section of pipe with supercritical flow followed by shallow section (subcritical flow), forcing hydraulic jump to occur within the pipe or at a manhole (for free-surface)
- Vented manhole positioned upstream of supercritical pipe section to release air pockets that develop within the pipe and as a point for odor treatment

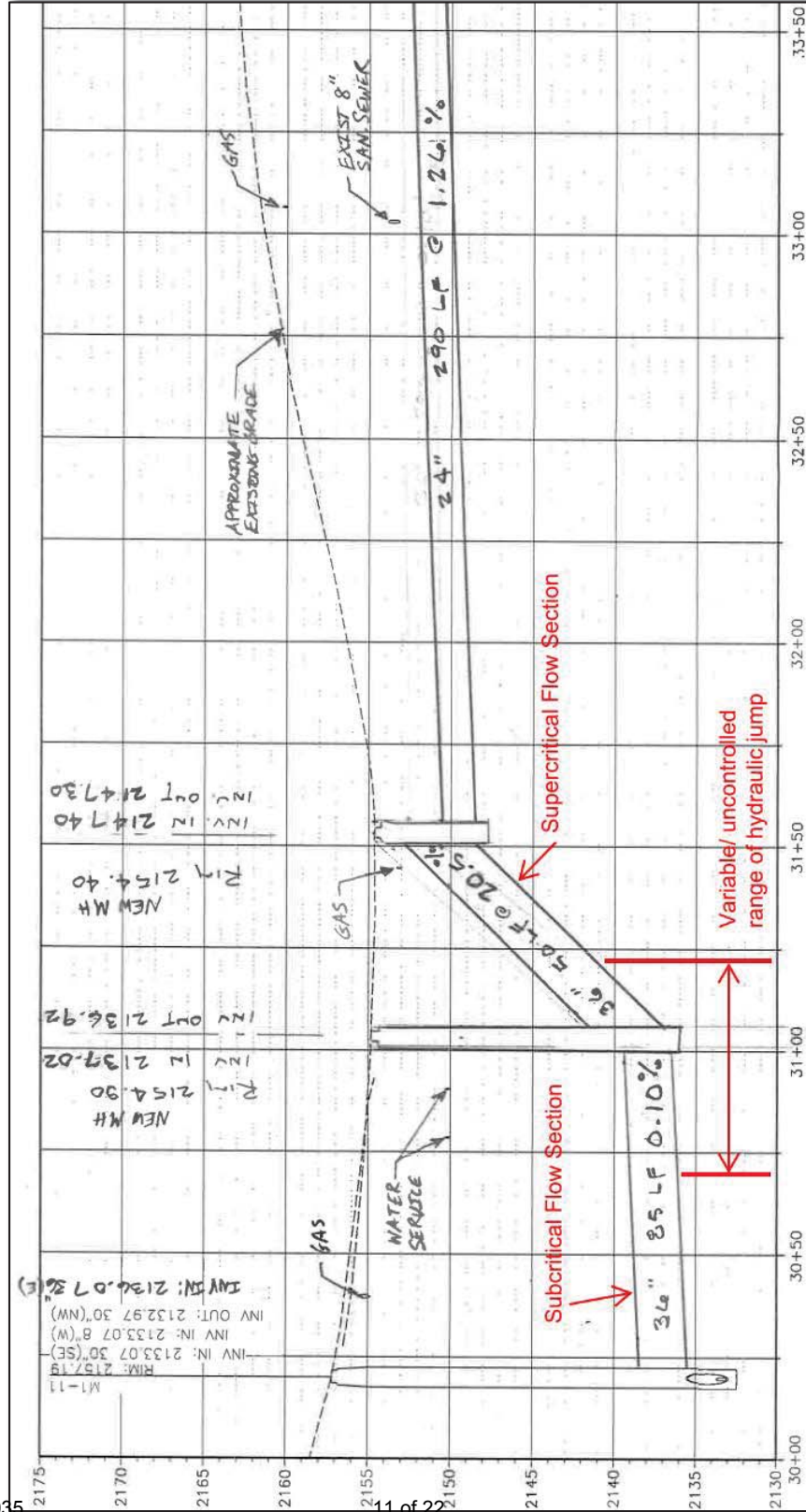
Advantages

- Energy dissipation occurs within closed conduit, eliminating the need for a drop shaft or other energy dissipating structure

Disadvantages

- Many factors influence location and type of hydraulic jump. If variables cannot be perfectly controlled, undular hydraulic jump may exist wherein the pressure at the top of pipe may drop below atmospheric, causing damage to the pipe, or produce air pockets that resist flow and reduce capacity of the pipe.
- Deep construction required to force supercritical/ subcritical flow regimes, resulting in high construction costs. May require thick wall HDPE and pipe anchors.
- May require separate odor control facilities to address sulfide gasses released from turbulent flow caused by hydraulic jump. Limited site makes odor control facilities challenging.

Hydraulic Jump in Circular Conduit



JUB Project City of Boise

Examples

ConAgra, Twin Falls (4.8 mgd, 70' drop)

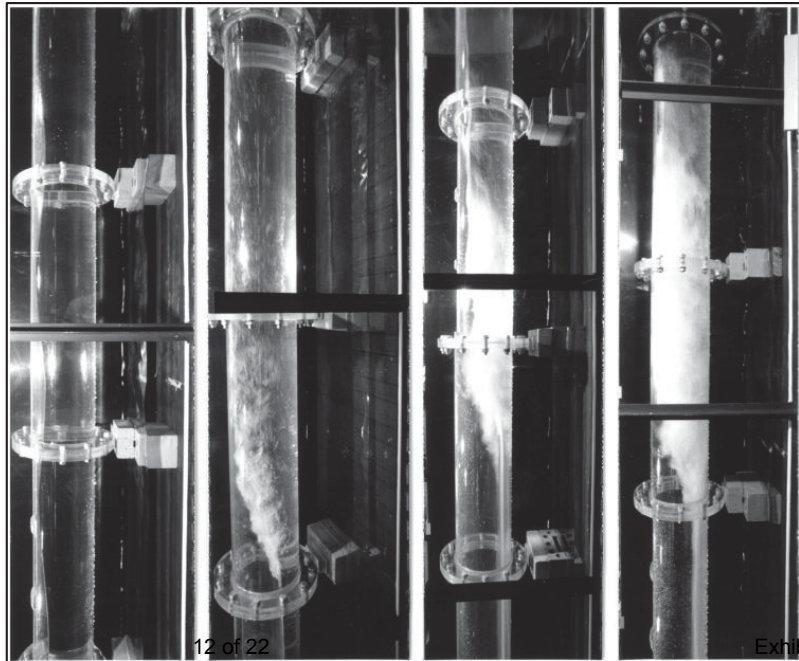
City of Kennewick (11 mgd, 3.8' drop)



J-U-B ENGINEERS, INC.

Hydraulic Jump in Circular Conduit

Hydraulic jump occurs with an abrupt change in depth from supercritical to subcritical flow, creating significant energy loss. A "roller" rides continuously up the surface of the jump, entraining air and creating complex internal flow patterns. Turbulence is produced at the boundary.



Undular hydraulic jumps develop two-phase flow that significantly increases flow resistance due to the presence of air pockets, and reduces discharge capacity (Gargano, et al.)

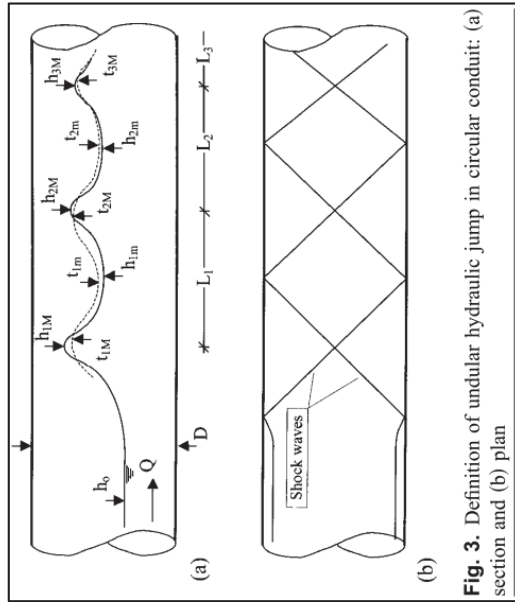


Fig. 3. Definition of undular hydraulic jump in circular conduit: (a) section and (b) plan

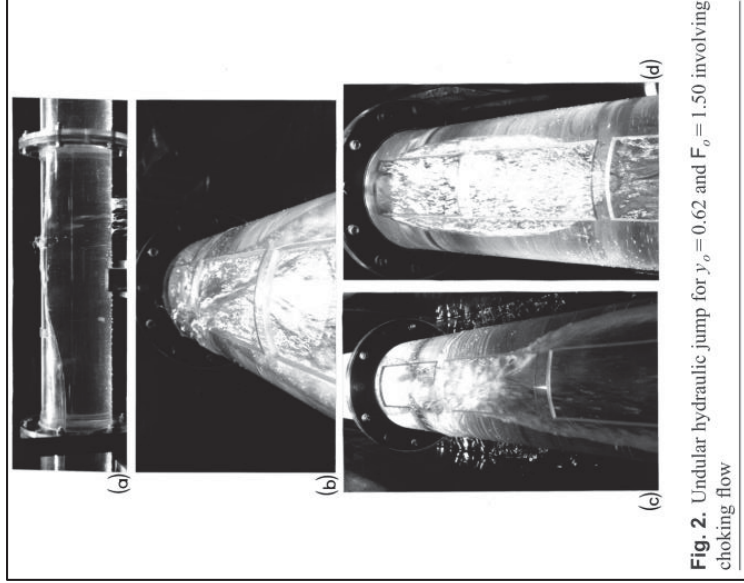


Fig. 2. Undular hydraulic jump for $y_o = 0.62$ and $F_o = 1.50$ involving choking flow



Vortex Flow Insert

Description

- Pipe constructed at typical slope and construction depth
- Prior to final discharge, flow enters a plastic device inserted into a manhole. Flow enters a vortex-inducing top section, followed by a drop shaft which draws airborne gases into a final energy dissipation pool which entrains air into the flow, reducing odorous sulfide gas emissions

Advantages

- No moving parts
- Low maintenance
- Design entrains dissolved oxygen, reducing odors and minimizing corrosion damage

Disadvantages

- Unconventional maintenance (although claims to be low maintenance)
- Lack of familiarity - no known installations in region

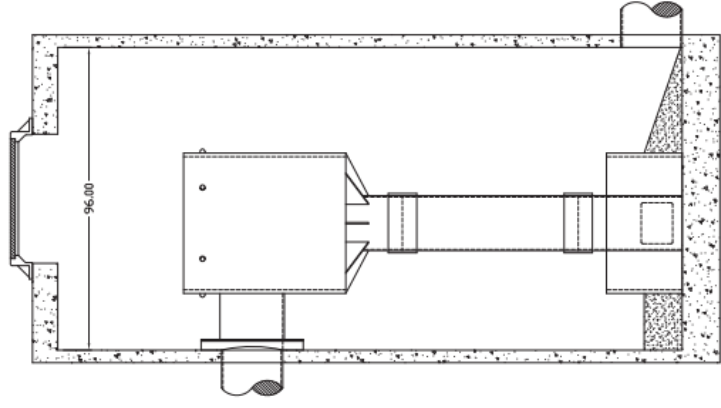
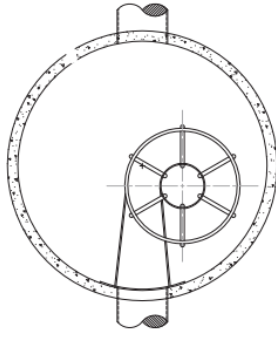
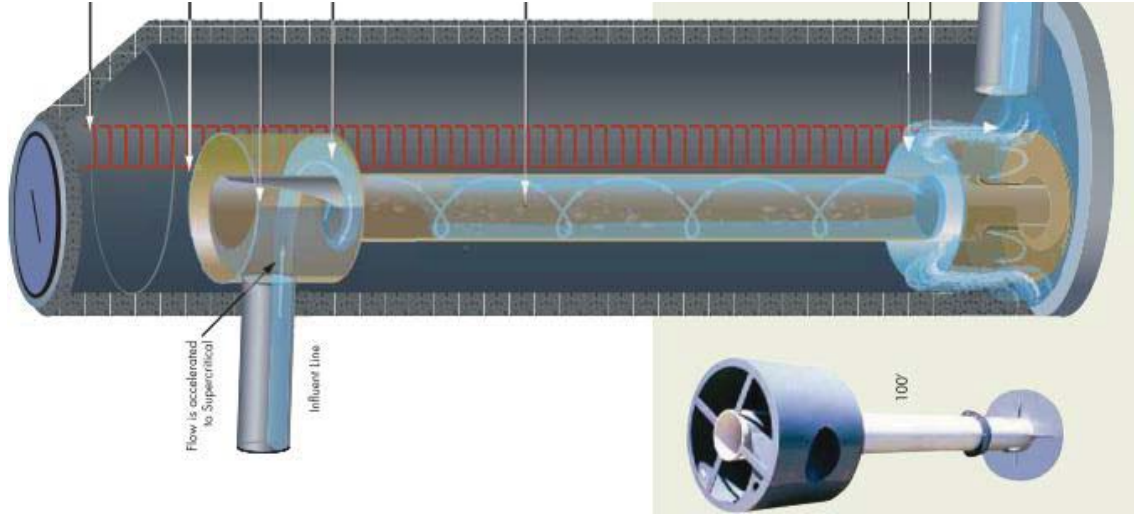
Vortex Flow Insert

Ipex

www.ipexinc.com

"The IPEX Vortex Flow Insert (VFI) is a revolutionary technology for eliminating odorous emissions and minimizing corrosion in vertical sewer drops. With no moving parts and requiring virtually no maintenance, VFIs have delivered significant cost savings in installations across North America.

The VFI's patented spiral flow design eliminates odorous and corrosive gases in a unique way. It uses the wastewater's own flow energy to suppress the turbulence which releases noxious gases. The spiral flow creates a downdraft which traps airborne gases and forces air into the sewage flow to oxidize odorous gases. By installing a Vortex drop structure, municipalities can save thousands of dollars in monthly chemical feed, air-phase treatment and maintenance costs."



Vortex Drop Shaft

Description

- Pipe constructed at typical slope and construction depth
- Flow enters inlet structure (shallow manhole) for horizontal flow into a stainless steel vertical drop conduit
- Vertical drop shaft of narrowing diameter dissipates energy
- Vent pipe at top of drop shaft mitigates unstable flow condition by providing smooth transition between air-entrained vortex mode and pipe full mode
- Discharge structure at bottom of drop shaft withstands impact forces, removes entrained air, and directs flow to outlet

Advantages

- Accessible for maintenance
- Compact, simple structures for cost effective installation
- High discharge capacity means smaller drop shaft diameter compared to conventional drop shafts
- No need for vortex inducing top chamber
- Energy dissipation base results in reduced outlet chamber size

Disadvantages

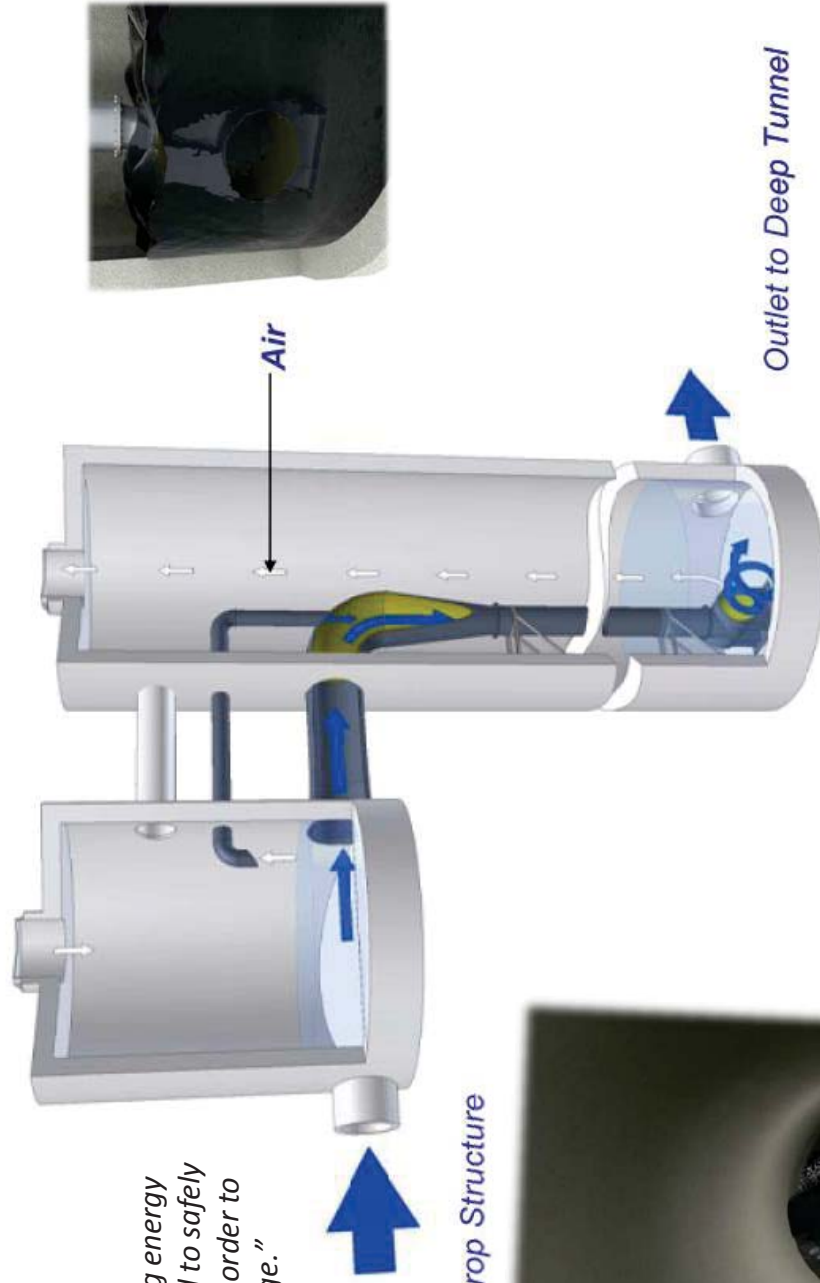
- Requires weir wall to create pool... potential for grit and solids accumulation requiring regular maintenance
- May need secondary bypass drop pipe in order to provide maintenance access to primary drop shaft
- Cost (drop shaft approx. \$55,000 for this project – excluding installation and other materials)
- Few installations in the US. Most installations are in UK and Canada.

Vertical Drop Shaft

Hydro International

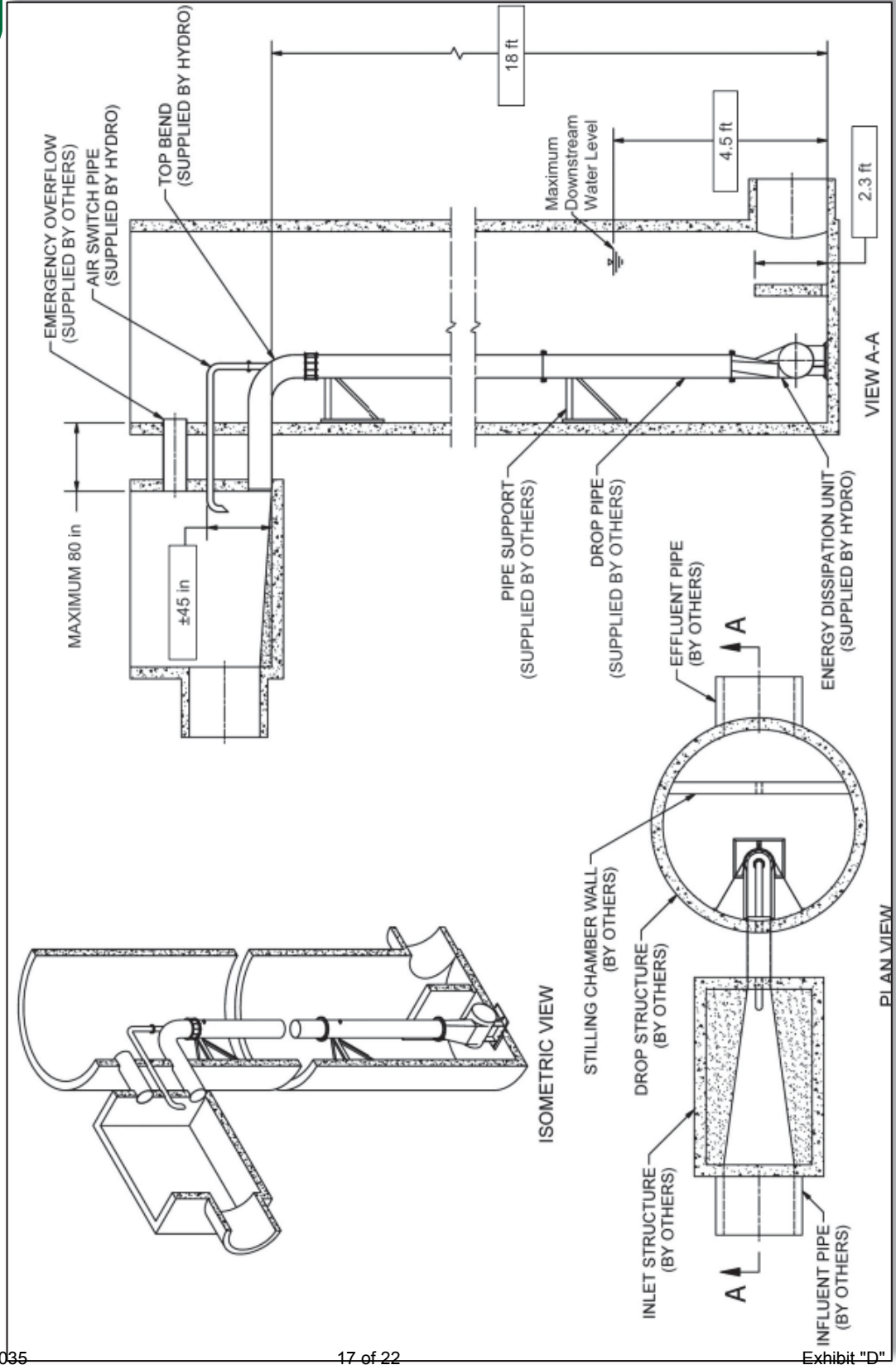
www.hydro-int.com

"The Hydro Vortex Drop™ Shaft, is a self-activating energy dissipation system with no moving parts, designed to safely drop water or sewage from virtually any height in order to prevent noise, vibration, and infrastructure damage."



Vertical Drop Shaft

Hydro International
www.hydro-int.com



Vertical Drop Shaft

Hydro International
www.hydro-int.com

Wet Weather Solutions



CSO Solutions for the Future...

BUDGETARY QUOTATION

To: J-U-B Engineers, Inc.
 Project: CIP RR.1 – B1 Interceptor
 Location: Coeur d'Alene, ID
 Hydro Ref: 13-3292
 Date: Monday, December 30, 2013

TO SUPPLY:

QUANTITY	DESCRIPTION:	PRICE
ONE (1)	Design Flow Rate – 3.89 mgd; Design Drop – 18 ft 8" x 8" 18 foot Hydro Vortex Drop™ Shaft and ancillary items (each comprising of): <ul style="list-style-type: none"> • 1 No. Top Bend • 1 No. Air Switch piping • 1 No. Energy Dissipation Unit • ~18 ft. of vertical drop pipe • Polyurethane Coating (Top Bend & Energy Dissipation Unit) All equipment and hardware shall be constructed of 304 stainless steel.	
TOTAL:		\$54,500



Plunging Flow Drop Shaft

Description

- Ductile Iron pipe vertical drop shaft with elbow base for energy dissipation in existing or new manhole. Tee and capped riser on top of drop shaft for maintenance access.

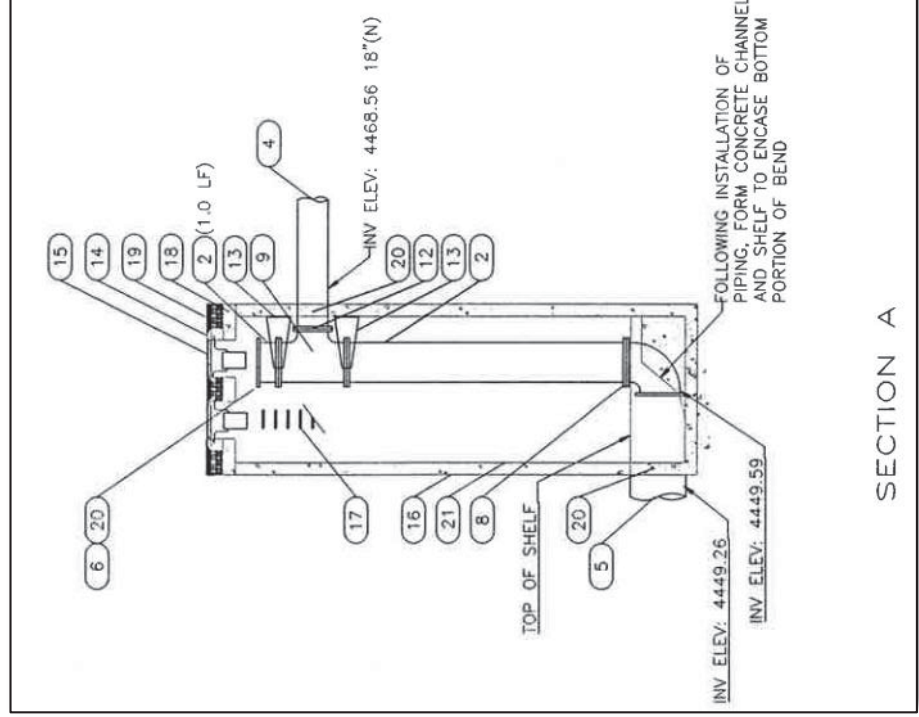
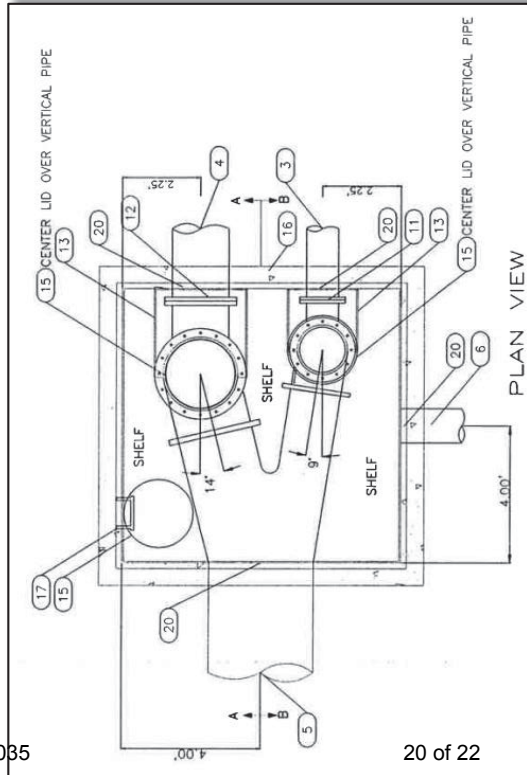
Advantages

- Conventional construction and materials
- High energy loss (up to 95%)

Disadvantages

- Potential for pipe vibration, reduced capacity, and excessive pool depth if not properly aerated as flow transitions from partial pipe (free surface) to full pipe (pressurized) flow. Requires careful hydraulic design including air vent at top and rounded inlet to reduce this potential.
- Long-term erosion of base elbow
- Unsteady flow could cause blowout and loss of manhole or dropshaft covers or even “geysers” spilling to above grade
- May need secondary bypass drop pipe in order to provide maintenance access to primary drop shaft, requiring valves or gates

Internal Drop Structure



#	DESCRIPTION	QTY
1	16" D.I. FL X FL PIPE	AS REQ'D
2	24" D.I. FL X FL PIPE	AS REQ'D
3	10" PVC FORCE MAIN SEWER	AS REQ'D
4	18" PVC FORCE MAIN SEWER	AS REQ'D
5	36" GRAVITY SEWER	AS REQ'D
6	2 LF OF 12" PVC PIPE W/ CAP	AS REQ'D
7	18" FL 90° BEND	1
8	24" FL 90° BEND	1
9	24" X 18" FL TEE	1
10	16" X 10" FL TEE	1
11	10" FL COUPLING ADAPTOR OR FJ X MJ ADAPTOR	1
12	18" FL COUPLING ADAPTOR OR FJ X MJ ADAPTOR	1
13	PIPE SUPPORT PER DETAIL 3.1 SHEET LS-SD-4 USE 0.625 INCH DIAMETER ANCHOR RODS EMBEDDED 5 INCHES	4
14	MANHOLE COLLAR PER SD-508	2
15	MANHOLE COVER WITH SWEET STREET MANHOLE ODOR CONTROL SYSTEM	3
16	8' X 8' (INSIDE DIMENSION) PLASTIC LINED CONCRETE STRUCTURE	1
17	MANHOLE STEPS PER SD-501	AS REQ'D
18	FLAT LID FOR HS-20 LOADING	1
19	PAVEMENT SURFACE RESTORATION	AS REQ'D
20	FLEXIBLE WATER TIGHT CONNECTION	4
21	PLASTIC LINER PER ISPMC SECTION 506	AS REQ'D

SECTION A



J-U-B ENGINEERS, INC.

Stacked Drop Manholes

Description

- Pipe constructed at typical slope and construction depth
- Prior to final discharge, two or more rectangular chambers stacked adjacently at staggered depths with rectangular openings

Advantages

- Shallow pipe depth provides economical construction
- Dissipates energy by 50% to 90%
- Straightforward maintenance access
- Conventional construction and materials... precast or cast-in-place manholes are low cost compared to a fabricated vortex device

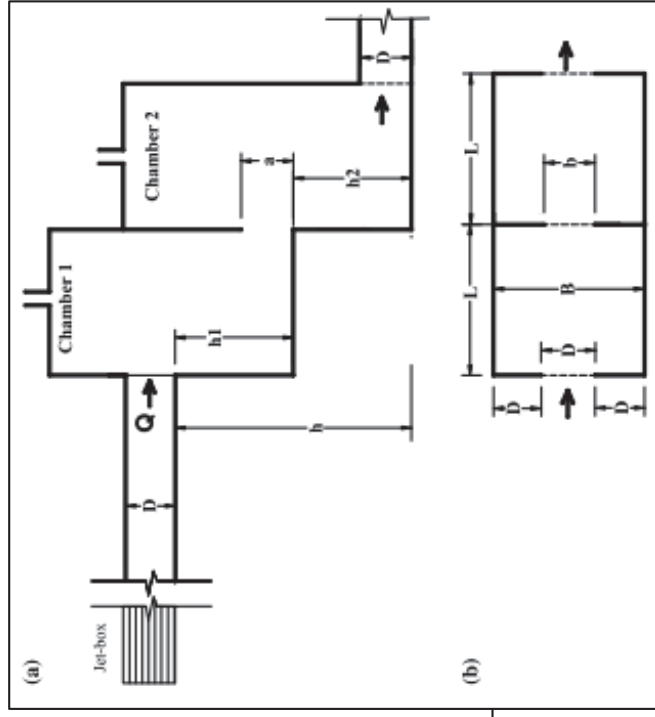
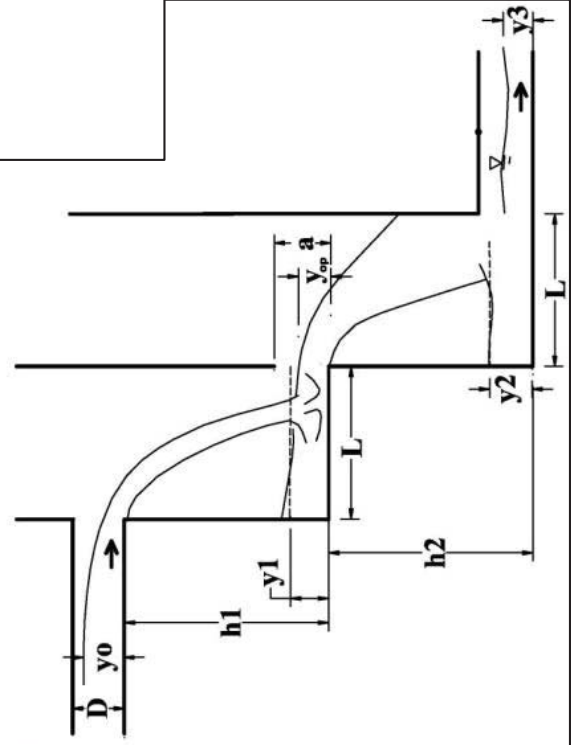
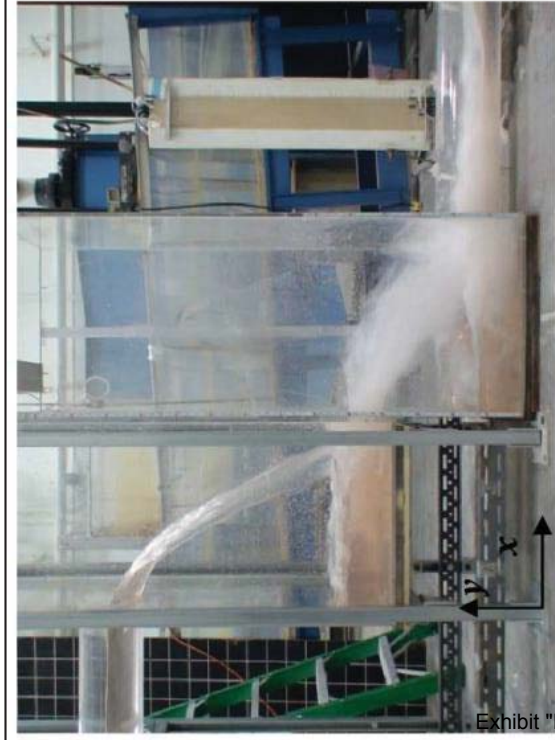
Disadvantages

- Potential for long-term erosion of manhole walls... consider lining manholes for protection (adds \$\$\$)

Stacked Drop Manholes

Previous case studies (Edmonton, Alberta) focused on stacked drop manholes (2 at a time) for 50 m of total drop throughout a stormwater system to reduce overall pipe depth and construction costs

- Energy dissipation measured to range from 70 to 95%
- Design recommendations: 3Dx3D vault; rectangular opening w/height = D ; Drop height up to 8D
- For CdA CIP RR.1 (24" pipe), this means (2) 6'x6' vaults with total drop height up to 16'



ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

July 13, 2015
**GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room**

COMMITTEE MEMBERS

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

STAFF con't

Lt. Bill McLeod, PD
Juanita Knight, Senior Legal Assistant
Troy Tymesen, Finance Director
Renata McLeod, City Clerk
Keith Erickson, Communications Coordinator
Jim Hammond, City Administrator

STAFF

Lt. Lee Brainard, PD
Capt. Steve Childers, PD

**Item 1. Agreement with Kootenai Humane Society for Shelter Services.
(Consent Cal. Resolution No. 15-035)**

Capt. Steve Childers is requesting Council approve a renewal agreement with Kootenai Humane Society [KHS] to shelter animals picked up by the Animal Control Officers in Coeur d'Alene. Capt. Childers noted in his staff report that the City first entered into an agreement with KHS in May 2008 and the contract was last renewed in August of 2013. Capt. Childers discussed the changes and fees associated with this renewal agreement.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-035 authorizing the renewal of an Agreement with Kootenai Humane Society for Animal Shelter services. Motion Carried.

**Item 2. Authorization for the purchase of four (4) investigative / administrative fleet vehicles.
(Agenda)**

Capt. Childers is requesting Council approve the Police Department's request to purchase one (1) patrol supervisor vehicle and four (4) investigative / administrative vehicles. It was noted in the staff report that the PD currently has twelve (12) marked police cars assigned to the Patrol Division for patrol officers to utilize and three (3) supervisor cars. The Patrol Division currently has 35 officers who utilize those vehicles. One of our patrol supervisor vehicles is being held in evidence by the Kootenai County Prosecutor's Office. In a meeting on June 30, 2015, we were told by the County Prosecutors that they will not be releasing the vehicle until all appeals have been exhausted, which could take decades. As a result of this unexpected vehicle loss, the Police Department respectfully requests to replace this necessary asset. Additionally, all but one (1) car in the Department's investigative/ administrative fleet has over 100,000 miles and/or is over 10 years old. These vehicles have varying degrees of maintenance issues. Although there are many vehicles that need to be replaced, the Department only has funds to cover the purchase of four vehicles. The total purchase price of the patrol vehicle and required equipment is \$56,144. The PD does not have budget capacity for this vehicle and related equipment; this is an unbudgeted request. Finance Director Troy Tymesen stated that funds from the General Fund / Fund Balance are available and with Council direction, could be appropriated to this purpose. The department has been able to save the funds required for the purchase of four investigative/ administrative vehicles (approximately \$150,000 for vehicles and emergency equipment such as lights and radios) through personnel vacancy savings and not purchasing other budgeted items.

MOTION: by Evans, seconded by Adams, to recommend that Council authorize staff to purchase one (1) patrol supervisor vehicle and (4) four investigative /administrative vehicles. Motion Carried.

Item 3. Request for destruction of Finance Department records.
(Consent Cal. Resolution No. 15-035)

Renata McLeod is requesting Council approve the destruction of public records from the Finance Department pursuant to I.C. Title 74.

- Utility Billing Payment Stubs (Semi-Permanent): All files 2010
- Cancelled Checks (Semi-Permanent): All files July 2007-Sept 2010
- Accounts Payable Invoices (Semi-Permanent): All files Fiscal Year 2007-08 & 08-09

Mrs. McLeod said the files to be destroyed are semi-permanent records with a retention period no longer than 5 years.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-035 approving the destruction of Finance Department public records as requested. Motion Carried.

Item 4. Request for the destruction of Project Coordinator records.
(Consent Cal. Resolution No. 15-035)

Renata McLeod is requesting Council approve the destruction of public records pursuant to I.C. Title 74. Mrs. McLeod said the files to be destroyed are either a temporary record (retention period no more than 2 years) or a semi-permanent record (retention period no longer than 5 years). These files are well beyond the time frame required and are applicable to old project under the Project Coordinator position.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-035 approving the destruction of Project Coordinator public records as requested. Motion Carried.

The meeting adjourned at 12:13 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

CITY COUNCIL
STAFF REPORT

DATE: July 2, 2015
FROM: Lee White, Chief of Police
SUBJECT: Request to purchase additional vehicles

Decision Point: The Police Department requests authorization to purchase one (1) patrol supervisor vehicle and four (4) investigative/ administrative vehicles.

History: The Police Department currently has twelve (12) marked police cars assigned to the Patrol Division for patrol officers to utilize and three (3) supervisor cars. The Patrol Division currently has 35 officers who utilize those vehicles.

One of our patrol supervisor vehicles is being held in evidence by the Kootenai County Prosecutor's Office. In a meeting on June 30, 2015, I was told by the County Prosecutors that they will not be releasing the vehicle until all appeals have been exhausted, which could take decades. As a result of this unexpected vehicle loss, the Police Department respectfully requests to replace this necessary asset.

Additionally, all but one (1) car in the Department's investigative/ administrative fleet has over 100,000 miles and/or is over 10 years old. These vehicles have varying degrees of maintenance issues. Although there are many vehicles that need to be replaced, the Department only has funds to cover the purchase of four vehicles.

Financial Analysis: The total purchase price of the patrol vehicle and required equipment is \$56,144. The Police Department does not have budget capacity for this vehicle and related equipment; this is an unbudgeted request. Finance Director Troy Tymessen stated that funds from the General Fund/ Fund Balance are available and with Council direction, could be appropriated to this purpose.

The department has been able to save the funds required for the purchase of four investigative/ administrative vehicles (approximately \$150,000 for vehicles and emergency equipment such as lights and radios) through personnel vacancy savings and not purchasing other budgeted items.

Performance Analysis: The Police Department's fleet has some very real challenges to overcome, and the addition of these vehicles will help us accomplish our public safety mission.

Decision Point: The Police Department requests authorization to purchase one (1) patrol supervisor vehicle and four (4) investigative/ administrative vehicles.

OTHER BUSINESS

FINANCE DEPARTMENT
Staff Report

DATE: July 21, 2015
FROM: Troy Tymesen, Finance Director
SUBJECT: Loan agreement with the Department of Environmental Quality (DEQ)
for wastewater plant tertiary treatment phase

DECISION POINT:

To approve the final loan documents with DEQ for \$8,670,367 at 2.0% fixed interest rate for 20 years with no loan fees. The money has been used to finance the most recent tertiary treatment phase improvements at the City's wastewater treatment plant as per the Council approved facility plan.

HISTORY:

The construction work and design for the improvements of the wastewater treatment plant have been in design since 1999. Thanks to the preparedness of the utility, the quality facility and financial plan the City was awarded, through a competitive process, access to this funding source.

FINANCIAL ANALYSIS:

The wastewater utility in 2013 received judicial confirmation to borrow up to \$33,590,000 in order to upgrade the treatment plant. The wastewater rate study anticipated the repayment of bonds to complete the major process improvements to the treatment plant. This activity continues to keep the plant compliant with the discharge permit. If the compliance schedule is not followed the penalty per day could be \$37,500.

DECISION POINT/RECOMMENDATION:

To approve the final loan documents with DEQ for \$8,670,367 at 2.0% fixed interest rate for 20 years with no loan fees. The money has been used to finance the most recent tertiary treatment phase improvements at the City's wastewater treatment plant as per the Council approved facility plan.

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

COUNCIL BILL NO. 15-1012

SUPPLEMENTAL ORDINANCE NO. 3512

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2015, IN THE PRINCIPAL AMOUNT OF \$8,670,367 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2015 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2015 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2015 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Approved: July 21, 2015

TABLE OF CONTENTS

ARTICLE I2
 Section 101. Definitions.....2
ARTICLE II3
 Section 201. Authority for Supplemental Ordinance.....3
 Section 202. Finding and Purpose3
 Section 203. Authorization of 2015 Bond, Principal Amount, Designation;
 Confirmation of Pledged Revenues3
 Section 204. Issue Date.....3
 Section 205. 2015 Bond Details.....3
 Section 206. Optional Redemption4
 Section 207. Sale of 2015 Bond; Approval of Loan Agreement4
 Section 208. Execution of 2015 Bond4
 Section 209. Registration of 2015 Bond4
ARTICLE III.....4
 Section 301. Creation of Accounts and/or Subaccounts under Funds4
 Section 302. Delivery of 2015 Bond; Application of Proceeds.....5
ARTICLE IV5
 Section 401. Pledge of Revenues5
ARTICLE V6
 Section 501. Effect of Supplemental Ordinance.....6
 Section 502. Ratification.....6
 Section 503. Severability6
 Section 504. Conflict6
 Section 505. Captions6
 Section 506. **Savings Clause**.....6
 Section 507. Effective Date6

SUPPLEMENTAL ORDINANCE NO. 3512

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2015, IN THE PRINCIPAL AMOUNT OF \$8,670,367 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2015 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2015 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2015 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho (the "City") is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho;

WHEREAS, the City Council (the "Council") of the City is authorized and empowered by the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), to authorize, issue, sell and deliver revenue bonds to finance the acquisition and construction of improvements and additions to the wastewater system of the City (the "System");

WHEREAS, on November 29, 2012, the Council adopted Wastewater Bond Ordinance No. 3453 (the "Master Wastewater Bond Ordinance") providing for the issuance and sale of revenue bonds pursuant to the Act to finance or refinance Projects, as defined thereunder, by adoption of supplemental ordinances thereto;

WHEREAS, on April 15, 2013, the District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, in Case No. CV-13-338, issued its Judgment (the "Judicial Confirmation") ordering and decreeing, among other things, that the City has the authority to issue revenue bonds, without a public vote, to finance improvements to the City's System (as more specifically described hereinafter, the "Project");

WHEREAS, pursuant to resolution of the Council adopted June 4, 2013, the City entered into that certain State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction (the "Loan Offer")

dated May 22, 2013 (the “Loan Agreement”) wherein the City agreed to issue and sell its sewer revenue bond in the principal amount of up to \$7,700,000 to the Idaho Department of Environmental Quality (the “Purchaser”), the proceeds of which are to be used by the City to finance a portion of the Project as authorized pursuant to the Judicial Confirmation;

WHEREAS, pursuant to Resolution No. 13-043 of the Council adopted August 6, 2013, the City and Purchaser entered into Amendment No. 1 to the Loan Agreement dated July 23, 2013 (the “Amendment”), to increase the principal amount of the loan to \$8,670,367 and to replace the existing Project budget (the “Amendment,” together with the Loan Agreement, hereinafter collectively referred to as the “Loan Agreement”);

WHEREAS, the Council has determined to adopt this Supplemental Ordinance No. 3512 supplementing the Master Wastewater Bond Ordinance (this “Supplemental Ordinance”) to authorize the issuance and sale of a revenue bond in the principal amount of \$8,670,367, to finance, together with other available funds of the City, the acquisition and construction of the Project;

WHEREAS, Section 50-1036, Idaho Code, authorizes the negotiated private sale of revenue bonds and pursuant to Section 57-215, Idaho Code, the City’s Notice of Negotiated Private Bond Sale was published on June 1, 2013, in *The Coeur d’Alene Press*, a newspaper of general distribution in the City;

WHEREAS, the City desires to provide for the details of the 2015 Bond, the payment thereof, and other matters relating thereto.

NOW, THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, FURTHER ORDAIN AS FOLLOWS:

ARTICLE I

Section 101. Definitions. Except as provided in this Section, all defined terms contained in this Supplemental Ordinance shall have the same meanings as set forth in the Master Wastewater Bond Ordinance. As used in this Supplemental Ordinance, in addition to the terms defined in the WHEREAS clauses of this Supplemental Ordinance or if the context shall otherwise require, the following terms shall have the following meanings:

2015 Bond means the City’s Sewer Revenue Bond, Series 2015, in the principal amount of \$8,670,367, authorized by this Supplemental Ordinance to evidence the loan under the Loan Agreement.

Payment Date(s) shall mean interest and principal payment dates on January 30 and July 30 of each year, commencing January 30, 2016, until payment of the 2015 Bond upon maturity or prior redemption thereof.

Project means the upgrade to the City’s System, as approved by the Judicial Validation, including a new membrane filtration equipment building; new mixing aeration and membrane tanks; new secondary effluent transfer pumping station; modifications to secondary control building; modifications to chemical systems center; and installation of owner-purchased submerged membrane filtration system.

Reserve Account Requirement means the amount of \$528,221.70, representing one year’s debt service on the 2015 Bond, as required by the Loan Agreement.

The terms “**hereby,**” “**hereof,**” “**hereto,**” “**herein,**” “**hereunder,**” and any similar terms as used in this Supplemental Ordinance refer to this Supplemental Ordinance.

ARTICLE II

Section 201. Authority for Supplemental Ordinance. This Supplemental Ordinance is adopted pursuant to the provisions of the Act and the Master Wastewater Bond Ordinance.

Section 202. Finding and Purpose. The Council hereby finds, determines and declares it advisable and in the interests of the City to issue a revenue bond under the Master Wastewater Bond Ordinance for the purpose of acquiring and constructing a portion of the Project. In compliance with the Master Wastewater Bond Ordinance, the 2015 Bond is hereby authorized to be issued and sold to the Purchaser in exchange for the loan under the Loan Agreement to provide funds with which to finance a portion of the Project.

Section 203. Authorization of 2015 Bond, Principal Amount, Designation; Confirmation of Pledged Revenues. In accordance with and subject to the terms, conditions and limitations established by the Act, and contained in the Master Wastewater Bond Ordinance and this Supplemental Ordinance, a revenue bond of the City is hereby authorized to be issued in the aggregate principal amount of \$8,670,367. Such 2015 Bond shall be designated the City’s “Sewer Revenue Bond, Series 2015.” The 2015 Bond is secured by the pledge of the Pledged Revenues under Section 7(d) of the Master Wastewater Bond Ordinance equally and ratably with all Parity Bonds issued under the Master Wastewater Bond Ordinance, which pledge is hereby confirmed.

Section 204. Issue Date. The 2015 Bond shall be dated as of the date of its delivery.

Section 205. 2015 Bond Details. The 2015 Bond shall be issued in fully registered form only, without coupons, in a single denomination of \$8,670,367, in substantially the form attached as Exhibit A hereto. The 2015 Bond shall bear interest on the unpaid principal balance at the rate of two percent (2.00%) per annum, calculated on the basis of a 360-day year and twelve 30-day months, from the date of the first draw under the Loan Agreement, or the most recent date to which interest has been paid. Amortized installments of principal and interest thereon shall be payable on the Payment Dates until maturity on July 30, 2035, or prior redemption thereof pursuant to the amortization schedule provided by the Purchaser and attached to the 2015 Bond as Schedule 1. The final installment of principal and interest may be in such

greater or lesser amount as is necessary to fully pay the 2015 Bond on the date of maturity thereof or date of redemption prior to maturity.

Section 206. Optional Redemption. The 2015 Bond shall be subject to redemption prior to maturity in whole or in part on any date, at par, in such amount as available in the Bond Fund to pay the same over and above amounts to pay principal and interest due on the next Payment Date for the Series 2015 Bond.

Section 207. Sale of 2015 Bond; Approval of Loan Agreement. The 2015 Bond herein authorized, when executed, shall be issued to the Purchaser or its lawful designee(s), at an aggregate purchase price equal to the par amount of the 2015 Bond, \$8,670,367, pursuant to the terms and conditions set forth in the Loan Agreement. The City hereby acknowledges that prior to the issuance of the 2015 Bond it will have received from the Purchaser the amount of \$8,670,367.00, representing draws in the aggregate amount of \$8,476,930.27 received by the City under the Loan Agreement together with capitalized interest in the amount of \$193,436.73.

The sale of the 2015 Bond herein authorized to the Purchaser is hereby ratified and confirmed upon the terms and conditions set forth in the Loan Agreement. The Council hereby determines that the provisions of the Loan Agreement are in compliance with the Act, the prior execution and delivery of the Loan Agreement by the City is hereby ratified. The authorized officials of the City are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Loan Agreement and to carry the same into effect. To the extent the provisions of this Supplemental Ordinance and the Loan Agreement shall be found to be in conflict, the provisions of the Loan Agreement shall govern.

Section 208. Execution of 2015 Bond. The 2015 Bond shall be executed on behalf of the City by the Mayor and Treasurer of the City and attested to by the City Clerk, and the corporate seal of the City shall be impressed or printed thereon, if any. The certificate of the Treasurer of the City attached to the 2015 Bond shall be signed by the Treasurer of the City, with the seal of the City impressed or printed thereon, if any. The said officials and each of them are hereby authorized and instructed to execute the 2015 Bond accordingly.

Section 209. Registration of 2015 Bond. The Treasurer of the City shall act as Bond Registrar with respect to the 2015 Bond and shall keep, or cause to be kept the Bond Register to record the registration and transfer of the 2015 Bond, which shall be open to inspection by the City. The 2015 Bond is not issued as a book-entry-only bond under The Depository Trust Company.

ARTICLE III

Section 301. Creation of Accounts and/or Subaccounts under Funds.

- (a) The following accounts and/or subaccounts under certain funds created and/or ratified under the Master Wastewater Bond Ordinance are hereby created on the accounting records of the City:

(i) 2015 Debt Service Account, a subaccount under the Bond Fund created under the Master Wastewater Bond Ordinance, to be held by the City for payment of principal and interest of the 2015 Bond;

(ii) 2015 Reserve Account, a subaccount under the Debt Service Reserve Account established under the Bond Fund created under the Master Wastewater Bond Ordinance, to be held by the City for deposit of the Reserve Account Requirement, as required by the Loan Agreement.

(b) There shall be deposited into the 2015 Debt Service Account funds as the City shall designate as irrevocably available to pay principal and interest on the 2015 Bond. The City shall make disbursements from the 2015 Debt Service Account in accordance with Section 401 below and pursuant to the Loan Agreement.

(c) There shall be deposited into the 2015 Reserve Account the amount to satisfy the Reserve Account Requirement pursuant to the Loan Agreement, to be funded by the City in ten (10) equal annual installments, the first installment to be deposited on the first principal Payment Date under the 2015 Bond. Once fully funded and for so long as the 2015 Bond remains outstanding, the City covenants to maintain the amount in the 2015 Reserve Account in the amount of the Reserve Account Requirement, except for withdrawals authorized therefrom pursuant to the provisions of the Master Wastewater Bond Ordinance.

Section 302. Delivery of 2015 Bond. Upon compliance with the provisions of Section 13 of the Master Wastewater Bond Ordinance and provisions of the Loan Agreement, the Treasurer or other authorized official of the City is hereby instructed to make delivery of the 2015 Bond to the Purchaser.

ARTICLE IV

Section 401. Pledge of Revenues. The City covenants and agrees that to pay the principal of and interest on the 2015 Bond falling due to and including July 30, 2035, the City shall appropriate from the Revenue Fund such amounts sufficient, together with funds then on deposit in the 2015 Debt Service Account, to satisfy the principal and interest installments on the 2015 Bond.

The Pledged Revenues of the City are hereby pledged for the prompt payment of the principal and interest installments on the 2015 Bond on the Payment Dates thereof on parity with the outstanding Parity Bonds, pursuant to the amortization schedule provided by the Purchaser, which is attached as Schedule 1 to the 2015 Bond.

ARTICLE V

Section 501. Effect of Supplemental Ordinance. To the extent that this Supplemental Ordinance amends or supplements the Master Wastewater Bond Ordinance, the Master Wastewater Bond Ordinance shall be treated as so amended or supplemented

Section 502. Ratification. All proceedings, resolutions, ordinances, and actions of the Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the 2015 Bond are hereby in all respects ratified, confirmed and approved.

Section 503. Severability. It is hereby declared that all parts of this Supplemental Ordinance are severable, and if any section, paragraph, clause or provision of this Supplemental Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Supplemental Ordinance.

Section 504. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Supplemental Ordinance are, to the extent of such conflict, hereby repealed.

Section 505. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Supplemental Ordinance.

Section 506. Savings Clause. Except as amended by this Supplemental Ordinance, the Master Wastewater Bond Ordinance shall remain in full force and effect.

Section 507. Effective Date. This Supplemental Ordinance shall take effect from and after its passage and publication of the summary substantially in the form attached hereto as Exhibit B, in the manner as required by law.

ADOPTED by the City Council of the City of Coeur d'Alene, Kootenai County, Idaho, at a regular meeting thereof held this 21st day of July, 2015.

CITY OF COEUR D'ALENE, KOOTENAI
COUNTY, IDAHO

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**EXHIBIT A
FORM OF BOND**

UNITED STATES OF AMERICA

No. R-1

\$8,670,367.00

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

SEWER REVENUE BOND, SERIES 2015

<u>INTEREST RATE:</u> 2.00%	<u>MATURITY DATE:</u> 07/30/2035	<u>DATED DATE:</u> 07/30/2015	<u>CUSIP NO:</u> N/A
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REGISTERED OWNER: **STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL
QUALITY, BOISE, IDAHO**

PRINCIPAL AMOUNT: **EIGHT MILLION SIX HUNDRED SEVENTY THOUSAND
THREE HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS**

The City of Coeur d'Alene, Kootenai County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the principal sum of Eight Million Six Hundred Seventy Thousand Three Hundred Sixty-seven and 00/100 Dollars (\$8,670,367.00) pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for Wastewater Treatment Facility Design and Construction dated May 22, 2013, as amended by Amendment No. 1 thereto dated July 23, 2013 (collectively, the "Loan Agreement") between the City and the State of Idaho Department of Environmental Quality (the "Lender"), plus interest accruing on the outstanding principal at the rate of two percent (2.00%) per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on January 30 and July 30 of each year, commencing January 30, 2016, based on the outstanding principal under this Sewer Revenue Bond, Series 2015 (this "Bond"), amortized over twenty (20) years, with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

The principal and interest payments on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of

principal and interest on this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption at par, in whole or in part, on any date prior to the stated Maturity Date.

This Bond is issued for the purpose of financing the Cost of Acquisition of certain improvements (the "Project") to the City's sewer system (the "System"), pursuant to the Revenue Bond Act of the State of Idaho, being Section 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and as authorized by the judicial confirmation of the Project and the City's Wastewater Bond Ordinance No. 3453 adopted November 29, 2012 ("Ordinance No. 3453"), as supplemented by the City's Supplemental Ordinance No. 3512 adopted July 21, 2015 (the "Supplemental Ordinance," and collectively with Ordinance No. 3453, the "Bond Ordinance"). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in Ordinance No. 3453 and the Supplemental Ordinance.*

The Treasurer of the City is acting as the Bond Registrar, authenticating agent and paying agent for this Bond (the "Bond Registrar").

This Bond is payable solely from the special fund of the City defined as the "Bond Fund" under the Bond Ordinance, and the 2015 Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all Parity Bonds issued under the Bond Ordinance. This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the 2015 Reserve Account thereunder the various amounts required by the Bond Ordinance to be paid into and maintained in such fund and account, all within the times provided by the Bond Ordinance. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of the Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

The pledge of Revenue of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of this Bond upon the

making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Coeur d'Alene, Kootenai County, Idaho, has caused this Bond to be signed with the facsimile or manual signatures of the Mayor and the City Treasurer, to be attested by the facsimile or manual signature of the City Clerk, all as of this 30th day of July, 2015.

CITY OF COEUR D'ALENE, KOOTENAI
COUNTY, IDAHO

By: _____
Steve Widmyer, Mayor

By: _____
Troy Tymesen, Treasurer

ATTEST:

Renata McLeod, City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This Bond is the Sewer Revenue Bond, Series 2015, of the City of Coeur d'Alene, Kootenai County, Idaho, in the principal amount of \$8,670,367.00, dated July 30, 2015, as described in the within-mentioned Bond Ordinance.

[FACIMILE OR MANUAL]_____
Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

[FACSIMILE OR MANUAL]
Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

CERTIFICATE OF THE TREASURER

STATE OF IDAHO)
) ss.
County of Kootenai)

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Coeur d'Alene, Kootenai County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this 30th day of July, 2015.

Troy Tymesen, Treasurer

Schedule 1 - Payment Schedule

**City of Coeur d'Alene, Kootenai County, Idaho
Sewer Revenue Bond, Series 2015**

EXHIBIT B

CITY OF COEUR D'ALENE KOOTENAI COUNTY, IDAHO

Summary of Supplemental Ordinance No. 3512, passed July 21, 2015

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2015, IN THE PRINCIPAL AMOUNT OF \$8,670,367 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2015 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2015 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2015 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Section 101 (Definitions) defines certain capitalized terms used in the Supplemental Ordinance.

Section 201 (Authority for Supplemental Ordinance) provides that the Supplemental Ordinance is adopted pursuant to the provisions of the Revenue Bond Act, Idaho Code Sections 50-1027 through 50-1042, inclusive, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2 (collectively, the "Act"), and the Master Wastewater Bond Ordinance No. 3453 (the "Master Ordinance").

Section 202 (Finding and Purpose) provides findings and determinations required to finance certain improvements to the wastewater system (the "Project") of the City of Coeur d'Alene, Kootenai County, Idaho (the "City") with proceeds of issuance and sale of the City's Sewer Revenue Bond, Series 2015 (the "2015 Bond") pursuant to the Master Ordinance and Loan Agreement with the Idaho Department of Environmental Quality.

Section 203 (Authorization of 2015 Bond, Principal Amount, Designation; Confirmation of Pledged Revenues) authorizes the 2015 Bond in the principal amount of \$8,670,367; provides the designation of the 2015 Bond, and security of payment thereof from Pledged Revenues.

Section 204 (Issue Date) provides that the issue date shall be the date of issuance of the 2015 Bond.

Section 205 (2015 Bond Details) provides that the 2015 Bond shall be issued in a single denomination and shall bear interest at two percent (2.00%) per annum and be payable pursuant to the Loan Agreement and form of the 2015 Bond as set forth in Exhibit A to the Supplemental Ordinance.

Section 206 (Optional Redemption) provides that the 2015 Bond is subject to redemption prior to maturity in whole or in part at par on any date.

Section 207 (Sale of 2015 Bond, Approval of Loan Agreement) provides for issuance and sale of the 2015 Bond to the Purchaser pursuant to the Loan Agreement.

Section 208 (Execution of 2015 Bond) provides for the manner of execution of the 2015 Bond.

Section 209 (Registration of 2015 Bond) provides that the Finance Director of the City shall act as Bond Registrar for the 2015 Bond.

Section 301 (Creation of Accounts and/or Subaccounts under Funds) creates the following: 2015 Debt Service Account under Bond Fund for payment of debt service on the 2015 Bond; and 2015 Reserve Account under the Debt Service Reserve Account to secure payment of the 2015 Bond.

Section 302 (Delivery of 2015 Bond) authorizes delivery of the 2015 Bond to the Purchaser in exchange for prior draws received by the City plus capitalized interest thereon, totalling the principal amount of the 2015 Bond.

Section 401 (Pledge of Revenues) provides for pledge of Pledged Revenues of the City to pay debt service on the 2015 Bond on parity with the outstanding Parity Bonds under the Master Ordinance.

Section 501 (Effect of Supplemental Ordinance) provides that the Master Ordinance is amended and supplemented as provided by the Supplemental Ordinance.

Section 502 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the 2015 Bond.

Section 503 (Severability) provides that other covenants and agreements in the Supplemental Ordinance are not affected if one is made invalid.

Section 504 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the Supplemental Ordinance.

Section 505 (Captions) provides that table of contents and captions and headings are for convenience only.

Section 506 (Savings Clause) provides that except as amended by the Supplemental Ordinance, the Master Ordinance shall remain in full force and effect.

Section 507 (Effective Date) provides that the Supplemental Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Exhibit A: Sets forth the form of the 2015 Bond.

Exhibit B: Sets forth this summary for publication.

The full text of Supplemental Ordinance No. 3512 is available at the office of the City Clerk of the City of Coeur d'Alene, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this 21st day of July, 2015.

CITY OF COEUR D'ALENE, KOOTENAI
COUNTY, IDAHO

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the legal advisor to the City of Coeur d'Alene, Idaho, hereby certify that I have read the attached Summary of Supplemental Ordinance No. 3512 of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of July, 2015.

By: _____
Michael Gridley, City Attorney

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Coeur d'Alene, Kootenai County, Idaho (the "City"), and keeper of the records of the City Council (the "City Council"); and

I HEREBY CERTIFY:

1. That the attached Supplemental Ordinance is a true and correct copy of Supplemental Ordinance No. 3512 of the City (the "Supplemental Ordinance"), as finally passed at a regular meeting of the City Council held on the 21st day of July, 2015, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Supplemental Ordinance; that all other requirements and proceedings incident to the proper passage of the Supplemental Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ of July, 2015.

Renata McLeod, City Clerk

LOAN NUMBER: COEUR307 NAME: COEUR D'ALENE #WW1307
 PMT FREQ: 2 YEAR: Y
 ORIG-LOAN-DATE: 07-30-15
 NEXT-PMT-DATE: 01-30-16
 PMT-TYPE: B
 CUR-BALANCE: 8,670,367.00
 INTR RATE: 2.0000
 NO OF PMTS: 40
 PMT AMOUNT: 264,110.85

NO.	PMT-DATE	DAYS	AMOUNT	INTEREST	PRINCIPAL	BALANCE
001	01-30-16	184	264,110.85	87,416.30	176,694.55	8,493,672.45
002	07-30-16	182	264,110.85	84,704.02	179,406.83	8,314,265.62
		366	528,221.70	172,120.32	356,101.38	
003	01-30-17	184	264,110.85	83,826.02	180,284.83	8,133,980.79
004	07-30-17	181	264,110.85	80,671.26	183,439.59	7,950,541.20
		365	528,221.70	164,497.28	363,724.42	
005	01-30-18	184	264,110.85	80,158.88	183,951.97	7,766,589.23
006	07-30-18	181	264,110.85	77,027.54	187,083.31	7,579,505.92
		365	528,221.70	157,186.42	371,035.28	
007	01-30-19	184	264,110.85	76,418.03	187,692.82	7,391,813.10
008	07-30-19	181	264,110.85	73,310.58	190,800.27	7,201,012.83
		365	528,221.70	149,728.61	378,493.09	
009	01-30-20	184	264,110.85	72,601.99	191,508.86	7,009,503.97
010	07-30-20	182	264,110.85	69,903.00	194,207.85	6,815,296.12
		366	528,221.70	142,504.99	385,716.71	
011	01-30-21	184	264,110.85	68,713.12	195,397.73	6,619,898.39
012	07-30-21	181	264,110.85	65,654.88	198,455.97	6,421,442.42
		365	528,221.70	134,368.00	393,853.70	
013	01-30-22	184	264,110.85	64,742.21	199,368.64	6,222,073.78
014	07-30-22	181	264,110.85	61,709.33	202,401.52	6,019,672.26
		365	528,221.70	126,451.54	401,770.16	
015	01-30-23	184	264,110.85	60,691.49	203,419.36	5,816,252.90
016	07-30-23	181	264,110.85	57,684.48	206,426.37	5,609,826.53
		365	528,221.70	118,375.97	409,845.73	
017	01-30-24	184	264,110.85	56,559.35	207,551.50	5,402,275.03
018	07-30-24	182	264,110.85	53,874.74	210,236.11	5,192,038.92

NO.	PMT-DATE	DAYS	AMOUNT	INTEREST	PRINCIPAL	BALANCE
		366	528,221.70	110,434.09	417,787.61	
019	01-30-25	184	264,110.85	52,347.13	211,763.72	4,980,275.20
020	07-30-25	181	264,110.85	49,393.41	214,717.44	4,765,557.76
		365	528,221.70	101,740.54	426,481.16	
021	01-30-26	184	264,110.85	48,047.27	216,063.58	4,549,494.18
022	07-30-26	181	264,110.85	45,121.01	218,989.84	4,330,504.34
		365	528,221.70	93,168.28	435,053.42	
023	01-30-27	184	264,110.85	43,660.98	220,449.87	4,110,054.47
024	07-30-27	181	264,110.85	40,762.73	223,348.12	3,886,706.35
		365	528,221.70	84,423.71	443,797.99	
025	01-30-28	184	264,110.85	39,186.52	224,924.33	3,661,782.02
026	07-30-28	182	264,110.85	36,517.50	227,593.35	3,434,188.67
		366	528,221.70	75,704.02	452,517.68	
027	01-30-29	184	264,110.85	34,624.15	229,486.70	3,204,701.97
028	07-30-29	181	264,110.85	31,783.62	232,327.23	2,972,374.74
		365	528,221.70	66,407.77	461,813.93	
029	01-30-30	184	264,110.85	29,968.05	234,142.80	2,738,231.94
030	07-30-30	181	264,110.85	27,157.26	236,953.59	2,501,278.35
		365	528,221.70	57,125.31	471,096.39	
031	01-30-31	184	264,110.85	25,218.37	238,892.48	2,262,385.87
032	07-30-31	181	264,110.85	22,437.91	241,672.94	2,020,712.93
		365	528,221.70	47,656.28	480,565.42	
033	01-30-32	184	264,110.85	20,373.22	243,737.63	1,776,975.30
034	07-30-32	182	264,110.85	17,721.07	246,389.78	1,530,585.52
		366	528,221.70	38,094.29	490,127.41	
035	01-30-33	184	264,110.85	15,431.66	248,679.19	1,281,906.33
036	07-30-33	181	264,110.85	12,713.70	251,397.15	1,030,509.18
		365	528,221.70	28,145.36	500,076.34	
037	01-30-34	184	264,110.85	10,389.79	253,721.06	776,788.12
038	07-30-34	181	264,110.85	7,704.04	256,406.81	520,381.31
		365	528,221.70	18,093.83	510,127.87	
039	01-30-35	184	264,110.85	5,246.58	258,864.27	261,517.04
040	07-30-35	181	264,110.72	2,593.68	261,517.04	

NO.	PMT-DATE	DAYS	AMOUNT	INTEREST	PRINCIPAL	BALANCE
		365	528,221.57	7,840.26	520,381.31	
		7305	10,564,433.87	1,894,066.87	8,670,367.00	

FINANCE DEPARTMENT
Staff Report

DATE: July 21, 2015
FROM: Troy Tymesen, Finance Director
SUBJECT: Funding the 2015 Public Safety General Obligation Bond (\$6,000,000) and
refunding the 2005 Library Bond (\$1,595,000)

DECISION POINT:

To approve the accompanying legal documents, including the authorization of a private General Obligation bond sale to Mountain West Bank. These documents have been reviewed and negotiated by bond counsel. This will allow the City to close this financial transaction on August 4th, 2015 at a fixed interest rate of 2.05% for 10 years.

HISTORY:

The 2015 six million dollar voter approved public safety funds will be used to build a shared use police and fire building on the city owned property off Ramsey Road. Funds will be used for a command/crime scene trailer and vehicle, a public safety camera network as well as fire trucks.

FINANCIAL ANALYSIS:

There was great competition from 10 different banks to acquire these bonds. The interest rate at 2.05% is an exceptional rate and the total loan fee is just \$1,000. The payments for this new debt will be made by constituents through the payment of property taxes. The anticipated interest rate as discussed with constituents was anticipated to be 2.96%. The total interest savings as compared to the new rate is \$377,000.

DECISION POINT/RECOMMENDATION:

To approve the accompanying legal documents, including the authorization of a private General Obligation bond sale to Mountain West Bank. These documents have been reviewed and negotiated by bond counsel. This will allow the City to close this financial transaction on August 4th, 2015 at a fixed interest rate of 2.05% for 10 years.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

Council Bill No. 15-1013
Ordinance No. 3513

Authorizing the Issuance and Sale of
General Obligation Bonds, Series 2015A and
General Obligation Refunding Bonds, Series 2015B,
with Supplemental Registered Interest Coupon

Adopted July 21, 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	3
101. Definitions.....	3
102. Authority for Bond Ordinance	5
ARTICLE II AUTHORIZATION, TERMS AND ISSUANCE OF BONDS AND SUPPLEMENTAL COUPON, REFUNDING AND PAYING AGENT PROVISIONS	6
201. Authorization of Bonds, Principal Amount, Designation and Series	6
202. Authorization of Supplemental Coupon	6
203. Purpose.....	6
204. Issue Date.....	6
205. Bond Details, Amortization Plan	6
206. Details of Supplemental Coupon	8
207. Denominations and Numbers.....	8
208. Paying Agent and Bond Registrar.....	8
209. Optional Redemption	8
210. Sale of the Bonds and Supplemental Coupon.....	9
211. Execution of Bonds and Supplemental Coupon	9
212. Establishment of Accounts and Funds	10
213. Delivery of Bonds and Supplemental Coupon; Application of Proceeds.....	11
214. Approval of Escrow Agreement	11
215. Deposits into Escrow Account.....	12
216. Redemption of Refunded Bonds, Pledge, Sufficiency, etc. of Escrow Account	12
217. Designation as “Qualified Tax-Exempt Obligations”	12
218. Further Authority	13
ARTICLE III TRANSFER AND EXCHANGE OF BONDS AND SUPPLEMENTAL COUPON; BOND REGISTRAR.....	13
301. Transfer of Bonds and Supplemental Coupon	13
302. Exchange of Bonds and Supplemental Coupons	14
303. Bond Registration Books	14
304. List of Bondholders.....	14
305. Duties of Bond Registrar	15
ARTICLE IV COVENANTS AND UNDERTAKINGS	15
401. Levy of Taxes	15
402. Bonds and Supplemental Coupon in Registered Form.....	16

403.	Arbitrage Covenant; Covenant to Maintain Tax Exemption	16
404.	Investment of Funds.....	18
405.	No Waiver of Limitation Provisions.....	18
ARTICLE V FORMS OF BONDS AND SUPPLEMENTAL COUPON		18
501.	Form of Bonds	18
502.	Form of Supplemental Coupon.....	18
ARTICLE VI MISCELLANEOUS		19
601.	Ratification.....	19
602.	Severability	19
603.	Conflict	19
604.	Captions	19
605.	Effective Date	19

Exhibits:

- Schedule 1 - Refunded Bonds
- Exhibit A - Form of Bonds
- Exhibit B - Form of Supplemental Coupon
- Exhibit C - Form of Summary of Ordinance

COUNCIL BILL NO. 15-1013

ORDINANCE NO. 3513

An Ordinance authorizing the issuance and sale of \$6,000,000 General Obligation Bonds, Series 2015A, \$1,595,000 General Obligation Refunding Bonds, 2015B, and related Supplemental Registered Interest Coupon in the initial value of \$124,105.82 of the City of Coeur d'Alene, Kootenai County, Idaho, approving execution of a Bond Purchase Contract related to the sale of the Bonds and Supplemental Registered Interest Coupon, fixing the interest rates thereof, providing for the levy of taxes to pay principal of and interest on the Bonds and Supplemental Interest represented by the Supplemental Registered Interest Coupon, providing for the use of the proceeds thereof, providing for a system of registration therefor, making certain findings and covenants in connection therewith, making certain representations and covenants concerning maintenance of the tax-exempt status of interest thereon under the federal tax law, providing for the call for redemption of the bonds to be refunded, ratifying actions heretofore taken, and providing for related matters.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AS FOLLOWS:

WHEREAS, at the Bond Election duly called and held on May 19, 2015 (the "Bond Election") in City of Coeur d'Alene, Kootenai County, Idaho (the "City"), there was submitted to the qualified electors of the City the following proposition:

Shall the City of Coeur d'Alene, State of Idaho, be authorized to issue and sell general obligation bonds for the following purposes:

Construction, acquisition and equipping of a shared police/fire facilities and a mobile command/crime scene trailer and vehicle; construction and equipping of certain covered parking areas for police vehicles; acquisition and installation of a public safety camera network; and acquisition of certain fire protection vehicles and equipment; together with all necessary appurtenant facilities, improvements and equipment.

The bonds shall be due in installments as fixed by the Mayor and Council of the City, the last installment to be due and payable not more than ten (10) years from

the date of the bonds, as provided in Ordinance No. 3503 adopted by the Mayor and Council of the City on March 17, 2015.

WHEREAS, more than two-thirds of the votes cast at the Bond Election were cast in favor of said proposition on May 19, 2015, as certified by the Clerk of Kootenai County, Idaho, on May 28, 2015, and the issuance of general obligation bonds of the City was authorized at the Bond Election for the purpose set forth in said proposition (the "Project");

WHEREAS, the City desires to authorize and issue its general obligation bonds to finance the Project pursuant to the Bond Election approval and to pay costs of issuance thereof;

WHEREAS, the City previously issued its \$9,470,000 General Obligation Funding and Refunding Bonds, Series 2006 (the "2006 Bonds");

WHEREAS, the outstanding 2006 Bonds described on Schedule 1 attached hereto may be refinanced at a savings and to the benefit and advantage of the City prior to maturity, without creating any additional indebtedness or liability (the "Refunded Bonds"), and therefore the City desires to authorize and issue general obligation refunding bonds to refund the Refunded Bonds and to pay costs of issuance thereof;

WHEREAS, the City desires to authorize and issue a supplemental registered interest coupon related to the refunding bonds, the proceeds of which to be used to pay a portion of the cost of refunding the Refunded Bonds and costs of issuance thereof;

WHEREAS, there has been presented to the City a proposed form of Bond Purchase Contract (the "Bond Purchase Contract") between the City and Mountain West Bank, Division of Glacier Bank, Coeur d'Alene, Idaho (as "Purchaser") contemplating the negotiated sale of the City's General Obligation Bonds, Series 2015A (the "2015A Bonds"), and General Obligation Refunding Bonds, Series 2015B (the "2015B Bonds"), together with the related Supplemental Registered Interest Coupon (the "Supplemental Coupon");

WHEREAS, pursuant to Section 57-215, Idaho Code, the City's Notice of Negotiated Private Bond Sale was published on July 17, 2015, in *The Coeur d'Alene Press*, a newspaper published in the City, and the City desires to ratify the publication thereof and to sell the 2015A Bonds, the 2015B Bonds and Supplemental Coupon to the Purchaser pursuant to the Bond Purchase Contract; and

WHEREAS, the City desires to provide for the details of the 2015A Bonds, the 2015B Bonds together with the Supplemental Coupon and the payment thereof.

NOW, THEREFORE, IT IS HEREBY FURTHER ORDAINED:

ARTICLE I

DEFINITIONS

101. Definitions. As used in this Bond Ordinance, unless the context shall otherwise require, the following terms shall have the following meanings:

“Act” means collectively Sections 50-1019 and 50-1026, Idaho Code, and chapter 2, 5 and 9 of Title 57, Idaho Code, as amended.

“Bond Account” means the Bond Account established in Section 212 hereof.

“Bond Counsel” means Hawley Troxell Ennis & Hawley LLP, or another attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

“Bond Election” means the Special General Obligation Bond Election held in the City on May 19, 2015, at which the issuance and sale by the City of general obligation bonds was authorized for the costs of acquiring the Project.

“Bond Ordinance” or “Ordinance” means this Ordinance, adopted by the City on July 21, 2015, authorizing the issuance and sale of the Bonds and Supplemental Coupon.

“Bond Purchase Contract” means the agreement relating to the purchase and sale of the Bonds and Supplemental Coupon as described in Section 210.

“Bond Register” means the registration records of the City, maintained by the Paying Agent, on which shall appear the names and addresses of the Holders of the Bonds and Supplemental Coupon.

“Bond Registrar” means each Person appointed by the City as bond registrar and agent for the transfer, exchange and authentication of the Bonds and Supplemental Coupon. Pursuant to Section 208 hereof the initial Bond Registrar is the Treasurer of the City.

“Bondholder” or “Holder” means the Registered Owner of any Bond or the Supplemental Coupon as shown in the registration books of the City kept by the Bond Registrar for such purpose.

“Bonds” means the General Obligation Bonds, Series 2015A, and General Obligation Refunding Bonds, Series 2015B, authorized by this Bond Ordinance.

“Business Day” means any day other than (i) a Saturday, Sunday or legal holiday, or (ii) a day on which the Paying Agent is authorized by law to close.

“City” means City of Coeur d’Alene, Kootenai County, Idaho, is a body politic and corporate duly organized, operating and existing under and pursuant to the provisions of the Constitution and the laws of the State of Idaho.

“Code” means the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

“Escrow Account” means the Escrow Account established under Section 212 hereof, to be held by the Escrow Agent.

“Escrow Agent” means Wells Fargo Bank, National Association, as escrow agent under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement between the City and the Escrow Agent, as authorized in Section 214 hereof.

“Exchange Bond” means any Exchange Bond as defined in Section 211 hereof.

“Exchange Coupon” means any Exchange Coupon as defined in Section 211 hereof.

“Investment Securities” means such investments as shall be legal investments for such funds under Idaho law as then in effect.

“Paying Agent” means each Person appointed by the City as paying agent with respect to the Bonds and Supplemental Coupon. Pursuant to Section 208 hereof the initial Paying Agent is the Treasurer of the City.

“Person” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“Project” means the costs of acquiring, constructing and equipping of a shared police/fire facilities and a mobile command/crime scene trailer and vehicle; construction and equipping of certain covered parking areas for police vehicles; acquisition and installation of a public safety camera network; and acquisition of certain fire protection vehicles and equipment; together with all necessary appurtenant facilities, improvements and equipment.

“Project Account” means the Project Account established in Section 212 hereof.

“Purchaser” means Mountain West Bank, Division of Glacier Bank, the initial purchaser of the Bonds and Supplemental Coupon from the City.

“Record Date” means (a) in the case of each interest payment date, the close of business on the fifteenth (15th) day preceding the interest payment date, and if not a Business Day, the next preceding day that is a Business Day, and (b) in the case of redemption, if applicable, such record date as shall be specified in the notice of redemption, provided that such record date shall be not less than fifteen (15) calendar days before the mailing of such notice of redemption.

“Redemption Date” has the meaning set forth in Section 216(a) of this Bond Ordinance.

“Refunded Bonds” means the 2006 Bonds in the principal amounts and maturing in the years specifically identified in Schedule 1 attached to this Ordinance.

“Registered Owner” means the person(s) in whose name or names the Bonds and Supplemental Coupon shall be registered in the Bond Register in accordance with the terms of the Bond Ordinance.

“Supplemental Coupon” means the Supplemental Registered Interest Coupon issued by the City representing Supplemental Interest on the 2015B Bonds, which coupon shall be owned, transferred and presented for payment separately from the 2015B Bonds in the form which is authorized in Section 502 hereof.

“Supplemental Interest” means the interest to be paid to the Registered Owner of the Supplemental Coupon at maturity thereof.

“Tax Certificate” means any agreement or certificate of the City which the City may execute in order to establish and assure the tax-exempt status of interest received on the Bonds and the Supplemental Interest represented by the Supplemental Coupon.

“2006 Bond Ordinance” means Ordinance No. 3261 of the City adopted on July 18, 2006, authorizing the 2006 Bonds.

“2006 Bonds” means the \$9,470,000 General Obligation Funding and Refunding Bonds, Series 2006, of the City, dated August 1, 2006, as authorized by the 2006 Bond Ordinance.

“United States” means the government of the United States of America.

“Written Certificate and Request” means an instrument in writing signed on behalf of the City by a duly authorized officer thereof.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms as used in this Bond Ordinance refer to this Bond Ordinance.

102. Authority for Bond Ordinance. This Bond Ordinance is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS AND SUPPLEMENTAL COUPON, REFUNDING AND PAYING AGENT PROVISIONS

201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Bond Ordinance two series of general obligation bonds of the City are hereby authorized to be issued. Such series of Bonds shall be designated “General Obligation Bonds, Series 2015A” and “General Obligation Refunding Bonds, Series 2015B.” The 2015A Bonds shall be initially issued as a single term bond, in the aggregate principal amount of \$6,000,000, in fully registered form only. The 2015B Bonds shall be initially issued as a single term bond, in the aggregate principal amount of \$1,595,000, in fully registered form only.

202. Authorization of Supplemental Coupon. In accordance with and subject to the terms, conditions and limitations established by the Act and in this Bond Ordinance, the City’s supplemental registered interest coupon is hereby authorized to be issued in the initial value of \$124,105.82, and designated “Supplemental Registered Interest Coupon.” The Supplemental Coupon shall be issued in fully registered form only.

203. Purpose. The 2015A Bonds are hereby authorized to be issued for the purpose of the acquisition of the Project and to pay the costs of issuance thereof. The 2015B Bonds and Supplemental Coupon are hereby authorized to be issued to refund the Refunded Bonds, and to pay the costs of issuance thereof. The City has determined that the City will realize a present value savings in total debt service when comparing debt service on the 2015B Bonds and Supplemental Coupon to the debt service that would have been paid on the Refunded Bonds.

204. Issue Date. The Bonds and Supplemental Coupon shall be dated as of the day of their delivery.

205. Bond Details, Amortization Plan.

(a) 2015A Bonds. The principal of the 2015A Bonds shall be payable annually on the dates and in the amounts set forth below and shall bear interest at the rate of 2.05% per annum (calculated on the basis of a year of 360 days and twelve 30-day months) from the date of delivery of the 2015A Bonds, payable February 1, 2016, and payable semiannually thereafter on February 1 and August 1 in each year until maturity:

<u>Due August 1</u>	<u>Principal Amount</u>
2016	\$447,322
2017	568,083
2018	579,729
2019	591,613
2020	603,741
2021	616,118
2022	628,749
2023	641,638
2024	654,792
2025	668,215

(b) 2015B Bonds. The principal of the 2015B Bonds shall be payable annually on the dates and in the amounts set forth below and shall bear interest at the rate of 2.05% per annum (calculated on the basis of a year of 360 days and twelve 30-day months) from the date of delivery of the 2015B Bonds, payable February 1, 2016, and payable semiannually thereafter on February 1 and August 1 in each year until maturity:

<u>Due August 1</u>	<u>Principal Amount</u>
2017	\$161,595.73
2018	168,383.44
2019	169,085.30
2020	174,551.55
2021	175,479.85
2022	181,202.19
2023	186,591.84
2024	186,641.97
2025	191,468.13

(c) Accrued Interest. Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form

of the Bond Registrar’s certificate of authentication on each Bond. To the extent permitted by law, the Bonds shall bear interest on overdue principal at the aforesaid respective rates.

206. Details of Supplemental Coupon. In addition to the foregoing, the 2015B Bonds shall bear Supplemental Interest in the form of a Supplemental Coupon (Supplemental Interest calculated on the basis of a year of 360 days and twelve 30-day months), issued in the form provided pursuant to Section 502 hereof, and described below:

<u>Initial Value</u>	<u>Rate</u>	<u>Maturity Amount</u>	<u>Due August 1</u>	<u>Compounding Interval</u>
\$124,105.82	2.05%	\$126,642.47	2016	Semi-annual

Supplemental Interest shall be paid when due to the Registered Owner of the Supplemental Coupon. The Supplemental Coupon shall be executed and delivered, transferred or exchanged and registered in the same manner and subject to the same terms and conditions set forth in the Ordinance with respect to the 2015B Bonds, and may be owned, transferred and presented for payment separately from the 2015B Bonds.

207. Denominations and Numbers. The Bonds shall be issued as fully registered bonds in the denomination of \$5,000, or any integral multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered from one (1) upward in order of issuance with the prefix “R” preceding each number. The Supplemental Coupon shall be registered and issued in the denomination specified in Section 206 hereof and numbered RC-1.

208. Paying Agent and Bond Registrar. The Treasurer of the City is hereby appointed the Paying Agent and Bond Registrar for the Bonds and Supplemental Coupon. The City may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Ordinance by executing and delivering to the City a written acceptance thereof. The principal of, premium, if any, and interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Principal of and premium, if any, of the Bonds shall be payable when due to the Holder of each Bond at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond (other than the Supplemental Interest) shall be made to the Person which, as of the Record Date, is the Holder of the Bond and shall be made by check or draft mailed to the Person which, as of the Record Date, is the Holder of the Bond, at the address of such Holder as it appears on the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such Holder on or prior to the Record Date. Supplemental Interest shall be payable when due to the Holder of the Supplemental Coupon at the principal corporate trust office of the Paying Agent.

209. Optional Redemption. The Bonds are subject to optional redemption prior to maturity at any time, in whole or in part, with no prepayment penalty. If the City shall pay or

cause to be paid, or there shall otherwise be paid, to the Bondholders the principal of or redemption price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, or such Bonds shall have been deemed to have been paid, then the levy of taxes provided in Section 401 hereof and other moneys, securities and funds pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied.

210. Sale of the Bonds and Supplemental Coupon. The 2015A Bonds authorized to be issued herein are hereby sold to the Purchaser on the terms and conditions set forth in the Bond Purchase Contract at an aggregate purchase price equal to \$6,000,000.00, representing the par amount of the 2015A Bonds. The 2015B Bonds authorized to be issued herein are hereby sold to the Purchaser on the terms and conditions set forth in the Bond Purchase Contract at an aggregate purchase price equal to \$1,595,000, representing the par amount of the 2015B Bonds. The Supplemental Coupon is hereby sold to the Purchaser at the price of \$124,105.82 representing the initial value of the Supplemental Coupon. To evidence the acceptance of the Bond Purchase Contract, the Mayor, City Administrator, or Finance Director/Treasurer is hereby authorized to execute and deliver the Bond Purchase Contract in the form presented at this meeting.

The Mayor, City Administrator or Finance Director/Treasurer are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Bond Purchase Contract and to carry the same into effect.

211. Execution of Bonds and Supplemental Coupon. Prior to delivery, the Bonds and Supplemental Coupon shall be executed on behalf of the City by the Mayor and countersigned by the Clerk of the City (such signatures being either manual or by facsimile), and the corporate seal of the City, if any, shall be impressed or printed thereon (either by facsimile or impression). The authentication certificate of the Treasurer of the City, as Bond Registrar, attached to the Bonds and Supplemental Coupon shall be signed, either manually or by facsimile, by the Treasurer of the City, with the seal of the City, if any, impressed or printed thereon. The said officials and each of them are hereby authorized and instructed to execute the Bonds and Supplemental Coupon accordingly, and, the use of facsimile signatures of said Mayor, Treasurer and Clerk and facsimile of the seal of the City, if any, on the Bonds and Supplemental Coupon are hereby authorized, approved and adopted as the authorized and authentic execution, countersigning, and sealing, as applicable, of the Bonds and Supplemental Coupon by said officials. Only the Bonds and Supplemental Coupon as shall bear a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Ordinance, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds and Supplemental Coupon so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Ordinance and that the Bondholder thereof is entitled to the benefits of this Bond Ordinance. The certificate of authentication of the Bond Registrar on any Bond or Supplemental Coupon shall be deemed to have been executed by it if (a) such Bond or Supplemental Coupon is signed by an authorized

officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds and the Supplemental Coupon issued hereunder or that all of the Bonds and the Supplemental Coupon hereunder be authenticated by the same Bond Registrar, and (b) the date of registration and authentication of the Bonds and the Supplemental Coupon is inserted in the place provided therefor on the certificate of authentication.

The Mayor, Treasurer and Clerk of the City are authorized to execute, countersign and seal from time to time, as applicable, in the manner described above, Bonds or Supplemental Coupons (the "Exchange Bonds" or "Exchange Coupons") to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds and the Supplemental Coupon pursuant to ARTICLE III hereof. At the time of the execution, countersigning, and sealing, if applicable, of the Exchange Bonds or Exchange Coupons by the City, the payee, maturity date and interest rate shall be in blank. All Exchange Bonds shall be in the denomination of \$5,000. Upon any transfer or exchange of Bonds or the Supplemental Coupon pursuant to ARTICLE III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds or Exchange Coupons the appropriate payee, maturity date and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and Exchange Coupons and to complete, authenticate and deliver the Exchange Bonds and Exchange Coupons for the purpose of effecting transfers and exchanges of Bonds and Supplemental Coupons; provided that any Exchange Bonds or Exchange Coupons authenticated and delivered by the Bond Registrar shall bear the same series, maturity date and interest rate, as applicable, as Bonds or the Supplemental Coupon delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondholder requesting an exchange or transfer shall designate; and provided further that, upon the delivery of any Exchange Bonds or Exchange Coupon by the Bond Registrar a like principal amount of Bonds or Supplemental Coupon submitted for transfer or exchange and of like series and having like maturities and interest rates, shall be cancelled. The execution, countersigning and sealing, if applicable, by the City and delivery to the Bond Registrar of any Exchange Bond or Supplemental Coupon shall constitute full and due authorization of such Bond or Supplemental Coupon containing such payee, maturity date and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond or Supplemental Coupon in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond or Supplemental Coupon (including any Exchange Bond or Exchange Coupon) shall cease to be such officer before the issuance or delivery of such Bond or Supplemental Coupon, such signature or such facsimile nevertheless shall be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

212. Establishment of Accounts and Funds.

(a) The following accounts and funds on the accounting records of the City are hereby created:

1. Bond Account, separate from all other funds and accounts of the City, to be held by the City;
2. Project Account, to be held by the City;
3. Escrow Account, to be held by the Escrow Agent;
4. Rebate Account, to be held by the City.

(b) There shall be deposited into the Bond Account (i) taxes collected pursuant to Section 401 hereof, and (ii) such other funds as the City shall designate as irrevocably available to pay principal and interest on the Bonds and to pay the Supplemental Interest represented by the Supplemental Coupon upon maturity. The City shall make disbursements from the Bond Account in accordance with Section 401 hereof.

(c) There shall be deposited into and disbursed from the Project Account the moneys referred to in Section 213(c) hereof.

(d) There shall be deposited into the Escrow Account the moneys referred to in Section 213(b).

(e) There shall be deposited into and disbursed from the Rebate Fund the sums required under the Code.

213. Delivery of Bonds and Supplemental Coupon; Application of Proceeds. Upon the sale of the Bonds and Supplemental Coupon, the Finance Director/Treasurer of the City is hereby instructed to make delivery of the Bonds and Supplemental Coupon to the Purchaser and to receive payment therefor in accordance with the terms of the Bond Purchase Contract and to deposit or use the proceeds of sale as follows:

(a) accrued interest, if any, on the Bonds to the date of delivery of the Bonds shall be deposited into the Bond Account;

(b) proceeds of sale of the 2015B Bonds and Supplemental Coupon in the amount directed by a Written Certificate and Request of the City shall be deposited into the Escrow Account, to be used as described in Sections 215 and 216 hereof;

(c) the proceeds of sale of the 2015A Bonds and the remaining proceeds of the 2015B Bonds and Supplemental Coupon shall be deposited into the Project Account to be used to pay the cost of the Project and costs of issuance of the Bonds.

214. Approval of Escrow Agreement. The Escrow Agreement, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Mayor, City Administrator or Finance Director/Treasurer shall approve, is hereby authorized, and the Mayor, City Administrator or Finance Director/Treasurer shall sign such Escrow

Agreement, which signature shall evidence such approval. The Mayor, City Administrator, Finance Director/Treasurer and the Clerk are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with the Escrow Agreement and to carry the same into effect.

215. Deposits into Escrow Account. The portion of the proceeds of the sale of the 2015B Bonds and Supplemental Coupon referenced in Section 213(b) hereof shall be deposited in trust with the Escrow Agent in accordance with the provisions of the Escrow Agreement for the sole purpose of refunding the Refunded Bonds.

216. Redemption of Refunded Bonds, Pledge, Sufficiency, etc. of Escrow Account.

(a) The Refunded Bonds maturing are hereby irrevocably called for redemption on September 1, 2016 (the "Redemption Date"). Notice of redemption of the Refunded Bonds shall be given as provided in the 2006 Bond Ordinance and in accordance with the Act. Notice of defeasance of the Refunded Bonds shall be given in accordance with the 2006 Bond Ordinance and the Act. Such Refunded Bonds are being redeemed at a redemption price consisting of par plus accrued interest to the Redemption Date.

(b) Pursuant to the Escrow Agreement, at the time of delivery of the 2015B Bonds and Supplemental Coupon, the City has irrevocably set aside for and pledged to the Refunded Bonds proceeds of the 2015B Bonds and Supplemental Coupon aggregating the amount which will be sufficient in amount to pay the principal of, interest on, and any redemption premium, if any, on the Refunded Bonds on the dates of maturity thereof or the Redemption Date, pursuant to call or stated maturity thereof.

(c) Moneys in the Escrow Account will not be invested pursuant to the terms of the Escrow Agreement.

(d) It is hereby found and determined by the City that moneys in the Escrow Account will be sufficient to pay, when due, pursuant to stated maturity or call for redemption on the Redemption Date, the principal, interest and premium, if any, due and to become due on the Refunded Bonds, and provision in the Escrow Agreement has been made for the refunding of the Refunded Bonds. Pursuant to Section 57-504(6), Idaho Code, the Refunded Bonds will thereupon be excluded from the City's indebtedness as limited by Section 50-1019, Idaho Code.

(e) After the Redemption Date, any moneys remaining in the Escrow Account and not needed for refunding of the Refunded Bonds shall be transferred to the City for deposit into the Bond Account.

217. Designation as "Qualified Tax-Exempt Obligations". The City hereby designates the Bonds and the Supplemental Coupon as "Qualified Tax-Exempt Obligations" for the purpose and within the meaning of Section 265(b)(3) of the Code. The City hereby certifies that the Bonds and Supplemental Coupon are the only bonds or similar obligations of the City for which a designation as "Qualified Tax-Exempt Obligations" has been made in the current year.

218. Further Authority. The Mayor, City Administrator, the Finance Director/Treasurer, and the Clerk, and other officers of the City are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds and Supplemental Coupon, the redemption of the Refunded Bonds, and the fulfillment of the covenants and obligations of the City contained herein and in any Tax Certificate.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS AND SUPPLEMENTAL COUPON; BOND REGISTRAR

301. Transfer of Bonds and Supplemental Coupon. The Bonds and Supplemental Coupon may be sold, transferred or assigned, in whole or in part to one or more transferees or assignees by the Purchaser without the necessity of obtaining the consent of the Issuer; and such assignment, transfer or conveyance shall be made in compliance with applicable laws and only to (i) an affiliate of the Purchaser; or (ii) a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or other banks. Upon transfer or assignment of the Bonds and/or Supplemental Coupon, the Purchaser shall provide notice to the Issuer of such transfer.

(a) Any Bond or Supplemental Coupon may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond or Supplemental Coupon for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond or Supplemental Coupon is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds or Supplemental Coupon or Coupons shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully registered Bond or Bonds or Supplemental Coupon or Coupons in an authorized denomination (which may be an Exchange Bond or Bonds or Exchange Coupon or Coupons pursuant to Section 211 hereof) and of the same series, designation, maturity and interest rate duly executed by the City, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond or Supplemental Coupon, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond, if applicable. Exchange Bonds shall be in the

denomination of \$5,000 only, and Supplemental Coupons shall be in authorized denominations and shall bear numbers as provided in Sections 205 and 206 hereof. All Bonds and Supplemental Coupons issued after the first numbering of Bonds and Supplemental Coupons pursuant to this ARTICLE III shall thereafter continue to bear the same number, which shall be used on all newly issued Bonds and Supplemental Coupons issued for purposes of all subsequent transfers and exchanges. It shall not be necessary for each Bond and Supplemental Coupon to be surrendered, but the Bond Registrar shall prepare appropriate Exchange Bonds or Exchange Coupons and authenticate and issue the same to the Registered Owner shown on the registration books of the Bond Registrar, at his address as shown on said books and shall make appropriate entries on the Bond Register showing ownership of the Exchange Bonds and Exchange Coupons so issued and cancelling on its books the Bonds or Supplemental Coupons replaced by the Exchange Bonds and Exchange Coupons so issued. Said Exchange Bonds or Exchange Coupons so issued shall be accompanied by a demand of the Bond Registrar for the surrender of the Bonds or Supplemental Coupons to be cancelled for cancellation and advising the Registered Owner that they are deemed cancelled. Supplemental Coupons shall thereafter be surrendered for transfer or exchange from time to time as before the transfer of the Bonds.

302. Exchange of Bonds and Supplemental Coupons. Bonds or Supplemental Coupons may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds or Supplemental Coupons (which may be an Exchange Bond or Bonds or Exchange Coupon or Coupons pursuant to Section 211 hereof) of the same series, designation, maturity or due date, as applicable, and interest rate of other authorized denominations, as applicable. The Bond Registrar shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond or Supplemental Coupon, no such exchange shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond, if applicable.

303. Bond Registration Books. This Bond Ordinance shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act of Idaho, chapter 9 of Title 57, Idaho Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds and Supplemental Coupon, which shall at all times be open to inspection by the City; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds and Supplemental Coupons as herein provided.

304. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the Holders of all Bonds and Supplemental Coupon and upon any transfer shall add the name and address of the new Holder and eliminate the name and address of the transferor Holder.

305. Duties of Bond Registrar. The duties of the Bond Registrar hereunder includes the following:

(a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City Council upon request;

(c) to give notice of redemption of Bonds as provided herein, as applicable;

(d) to cancel and/or destroy Bonds or Supplemental Coupons which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City Council at least annually a certificate with respect to Bonds and the Supplemental Coupon cancelled and/or destroyed;

(f) to furnish the City Council at least annually an audit confirmation of Bonds and the Supplemental Coupon paid and/or outstanding and payments made with respect to interest on the Bonds and the Supplemental Coupon.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

401. Levy of Taxes. The City covenants and agrees that to pay principal of and interest on the Bonds falling due to and including August 1, 2025, and to pay the Supplemental Interest represented by the Supplemental Coupon when due, the City shall levy and cause to be levied annually at the time when and in the manner in which other general taxes of the City are levied, upon all the taxable property within the limits of the City, in addition to all other authorized taxes and assessments, a tax or assessment, together with funds then on deposit in the Bond Account, and sufficient to meet the payments of principal and interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon, as applicable, as the same mature, and such taxes shall be levied, assessed, certified, extended and collected by their proper officers at the times, other taxes are levied, assessed, certified, extended and collected in, for and by the City and by the officers thereof, all as fixed by law, until the principal and interest of all Bonds and interest thereon, including Supplemental Interest represented by the Supplemental Coupon, shall be fully paid.

Principal of or interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon falling due at any time when the proceeds of said tax levy may not be available shall be paid from other funds of the City and shall be reimbursed from the proceeds of said taxes when said taxes shall have been collected. Said taxes in each of the several years shall be and are hereby certified to the Board of County Commissioners of Kootenai County, Idaho, as being taxes necessary to be levied on all of the taxable property in the City for the purpose of

paying the principal of and the interest on the Bonds and paying the Supplemental Interest represented by the Supplemental Coupon as the same become due. When collected, said taxes shall be placed into the Bond Account and shall be used for no other purpose than for the payment of the principal of and the interest on the Bonds and for payment of the Supplemental Interest represented by the Supplemental Coupon as the same become due, so long as any of the Bonds and the Supplemental Coupon remain outstanding and unpaid, but nothing herein contained shall be construed to prevent the City from paying the interest on or the principal of the Bonds and Supplemental Interest represented by the Supplemental Coupon from any other funds in its hands and available for that purpose or to prevent the City from levying any further or additional taxes which may be necessary to pay fully the interest on or the principal of the Bonds and Supplemental Interest represented by the Supplemental Coupon.

The full faith and credit and all taxable property in the City, together with all funds generated from the tax levy provided herein to pay the Bonds and Supplemental Interest represented by the Supplemental Coupon, are hereby pledged for the prompt payment of the principal of and the interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon as the same become due, and, to that end, the tax levies herein provided shall be in full force and effect and remain so forever until the indebtedness hereby incurred, principal and interest, shall have been fully paid, satisfied and discharged, except as hereinbefore provided. Any collection fees or charges made in connection with the payment of the Bonds and interest thereon (including the Supplemental Coupon) are to be paid by the City.

402. Bonds and Supplemental Coupon in Registered Form. The City recognizes that Section 149(a) of the Code requires the Bonds and the Supplemental Coupon to be issued and to remain in fully registered form in order that interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon is excluded from gross income for purposes of federal income taxation under laws in force at the time the Bonds and Supplemental Coupon are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds or the Supplemental Coupon to be issued in or converted into bearer form.

403. Arbitrage Covenant; Covenant to Maintain Tax Exemption.

(a) The Mayor, City Administrator, and Finance Director/Treasurer of the City or other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds and the Supplemental Coupon are not “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised, and to establish that interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon is not and will not become includable in gross income under the Code and applicable regulations. The City covenants and certifies to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Bonds and the Supplemental Coupon, or any funds or accounts of the City which may be deemed to be proceeds of the Bonds and the Supplemental Coupon, pursuant to Section 148 of the Code and applicable regulations (proposed or

promulgated,) which use, if it had been reasonably expected on the date of issuance of the Bonds and the Supplemental Coupon, would have caused the Bonds or the Supplemental Coupon to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the City obligates itself to comply throughout the term of the Bonds and the Supplemental Coupon with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

(b) The City further covenants and agrees to and for the benefit of the Bondholders that the City (i) will not take any action that would cause interest on the Bonds or Supplemental Interest represented by the Supplemental Coupon to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action which would cause interest on the Bonds or Supplemental Interest represented by the Supplemental Coupon to be or to become ineligible for the exclusion from gross income of the Bondholders as provided in Section 103 of the Code, and (iii) without limiting the generality of the foregoing, (a) will not take any action which would cause the Bonds, or any Bond, or any Supplemental Coupon to be a “private activity bond” within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (b) will not omit to take or cause to be taken, in timely manner, an action which would cause the Bonds, or any Bond, or any Supplemental Coupon to be a “private activity bond” or to fail to meet any applicable requirement of Section 149 of the Code. The Mayor, City Administrator and Finance Director/Treasurer of the City and other appropriate officials of the City each are hereby authorized and directed to execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds and the Supplemental Coupon are not and will not become “private activity bonds,” that all applicable requirements of Section 149 of the Code are and will be met, and that the covenant of the City contained in this Section 403(b) will be complied with.

(c) The City covenants and certifies to and for the benefit of the Bondholders that: (i) the City will at all times comply with the provisions of any Tax Certificates; (ii) the City will at all times comply with the rebate requirements contained in Section 148(f) of the Code, to the extent applicable; and (iii) no bonds or other evidences of indebtedness of the City have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and Supplemental Coupon and ending 15 days following the date of delivery of and payment therefor.

(d) The Tax Certificate, in form acceptable to Bond Counsel, with such insertions and changes therein as shall be approved by the Mayor, City Administrator and/or Finance Director/Treasurer or their duly authorized deputies, is hereby authorized and approved. Such approval of said Mayor, City Administrator, Finance Director/Treasurer or other authorized officer of the City shall be conclusively established by their execution of the Tax Certificate in its final form.

The City hereby covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any ordinance or Tax Certificate

necessary to comply with any changes in law or regulations in order to preserve the exclusion of interest on the Bonds and the Supplemental Interest represented by the Supplemental Coupon from gross income of the Bondholders thereof for purposes of the federal income tax to the extent that it may lawfully do so. The City further covenants to (a) impose such limitations on the investment or use of moneys or investment related to the Bonds and Supplemental Coupon, (b) make such payments to the United States Treasury, (c) maintain such records, (d) perform such calculations and (e) perform such other acts as may be necessary to preserve the exclusion of interest on the Bonds and Supplemental Interest represented by the Supplemental Coupon from gross income of the Bondholders thereof for purposes of the federal income tax and which it lawfully may do.

Pursuant to these covenants, the City obligates itself to comply with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder throughout the term of the issue of the Bonds and Supplemental Coupon.

404. Investment of Funds. Moneys held in any fund or account, including the Bond Account and subaccounts thereunder, *but excluding* the Escrow Account, shall be invested and reinvested by the City or, if held in accounts by the Paying Agent, by the Paying Agent at the written direction of the City, as applicable, to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such fund or account. Except as otherwise provided in this Bond Ordinance, all investment earnings shall be deposited into the fund or account that holds the investment generating such investment earnings.

405. No Waiver of Limitation Provisions. The City Council and the City, in consideration of the purchase of the 2015A Bonds by the Purchaser, hereby covenant and agree with the Bondholders of the 2015A Bonds from time to time that neither the City nor the City Council will ever waive, or agree to waive, as to the Bond Election, the time limitation provisions of subsection B of Section 34-2001A of the Idaho Code.

ARTICLE V

FORMS OF BONDS AND SUPPLEMENTAL COUPON

501. Form of Bonds. Each fully registered Bond shall be in substantially the form attached to this Ordinance as Exhibit A, with such insertions or variations as to the series as reflected in brackets, any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required.

502. Form of Supplemental Coupon. The Supplemental Coupon shall be in substantially the form attached to this Ordinance as Exhibit B, with such insertions or variations as may be required.

ARTICLE VI

MISCELLANEOUS

601. Ratification. All proceedings, ordinances, and actions of the City Council, the City, and their officers, agents and employees taken in connection with the authorization, sale and issuance of the Bonds and Supplemental Coupon are hereby in all respects ratified, confirmed and approved, including without limitation the calling, giving notice and holding of the Bond Election, the canvass and declaration of the returns thereof and publication of the Notice of Negotiated Private Bond Sale.

602. Severability. It is hereby declared that all parts of this Bond Ordinance are severable, and if any section, paragraph, clause or provision of this Bond Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Ordinance.

603. Conflict. All Ordinances, orders and regulations or parts thereof heretofore adopted or passed which are in conflict with any of the provisions of this Bond Ordinance are, to the extent of such conflict, hereby repealed.

604. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Ordinance.

605. Effective Date. That, pursuant to the provisions of Sections 50-901 and 50-901A, Idaho Code, as amended, this Ordinance, or a summary thereof in the form attached as Exhibit C, shall be published within one (1) month hereafter in an issue of *The Coeur d'Alene Press*, the official newspaper of the City, and shall take effect and be in full force immediately upon its passage, approval and publication.

ADOPTED by the City Council of the City after a suspension of the rules on this 21st day of July, 2015.

CITY OF COEUR D'ALENE, KOOTENAI
COUNTY, IDAHO

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SCHEDULE 1
REFUNDED BONDS
2006 Bonds

Maturity Date <u>9/1</u>	Principal <u>Amount \$</u>	Interest <u>Rate %</u>	CUSIP No. <u>192090</u>
2017*	145,000	4.50	EC8
2019**	315,000	5.00	EE4
2021**	345,000	4.50	EG9
2025**	790,000	4.50	EL8

*Partial redemption of mandatory redemption amount due under term bond stated maturity 9/1/17.

**Term bonds, stated maturity.

EXHIBIT A
FORM OF BONDS

Registered

Registered

UNITED STATES OF AMERICA
STATE OF IDAHO

Number _____

\$ _____

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

GENERAL OBLIGATION BOND, SERIES 2015A

[GENERAL OBLIGATION REFUNDING BOND, SERIES 2015B]

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NO.
_____ %	_/_/___	_/_/2015	N/A

Registered Owner: _____

Principal Amount: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS that City of Coeur d'Alene, Kootenai County, Idaho ("Issuer"), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "Principal Amount"), and to pay the Registered Owner hereof interest at the rate identified above (the "Interest Rate") (calculated on the basis of a year of 360 days and twelve 30-day months) on the balance of said Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond until payment in full of said Principal Amount, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the "Dated Date"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest hereon shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the Interest Rate. Interest is payable on February 1 and August 1 of each year, commencing February 1, 2016, until payment in full of said Principal Amount,

except as the provisions set forth in the hereinafter mentioned Bond Ordinance with respect to redemption prior to maturity may become applicable hereto. To the extent permitted by law, this Bond shall bear interest on overdue principal at the Interest Rate.

Principal is payable on the dates and in the following amounts, together with payments of semiannual interest as provided above, until the maturity or prior prepayment thereof:

<u>Due</u> <u>August 1</u>	<u>Principal</u> <u>Amount</u>
-------------------------------	-----------------------------------

Principal of, and premium, if any, of this Bond and accrued interest shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment shall be made to the person who is the Registered Owner of record as of the close of business on the fifteenth day preceding the interest payment date and if not a business day of the Paying Agent, the next preceding day that is a business day for the Paying Agent, at the address of such Registered Owner as it appears on the registration books kept by the hereinafter defined Bond Registrar, or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar as provided in the hereinafter defined Bond Ordinance.

This Bond is issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of Sections 50-1019 and 50-1026, Idaho Code, and chapters 2 and 9 of Title 57, [and chapters 2, 5 and 9 of Title 57,] Idaho Code, as amended, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the "Act") and all other laws applicable thereto. It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of this issue have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the Issuer, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of said City of Coeur d'Alene, Kootenai County, Idaho, are hereby pledged for the due and punctual payment of the principal hereof and interest hereon; and that provision has been made

in the statutory manner for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due, and for the payment of the principal hereof as provided above.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Bond represents the General Obligation Bonds, Series 2015A [General Obligation Refunding Bonds, Series 2015B], of the Issuer limited to the aggregate principal amount of \$6,000,000 [\$1,595,000] dated as of the Dated Date, issued under and by virtue of the Act, and under and pursuant to an Ordinance of the Issuer adopted on July 21, 2015 (the “Bond Ordinance”), having been authorized at an election held on May 19, 2015 in the City of Coeur d’Alene, Kootenai County, Idaho, by vote of at least two-thirds of the qualified electors thereof, for the purpose of providing for the costs of acquiring, constructing and equipping of shared police/fire facilities and a mobile command/crime scene trailer and vehicle; construction and equipping of certain covered parking areas for police vehicles; acquisition and installation of a public safety camera network; and acquisition of certain fire protection vehicles and equipment; together with all necessary appurtenant facilities, improvements and equipment, [a portion of which to provide funds to refund certain outstanding bonds of the Issuer, which refunding does not require approval of the electorate.]

The Treasurer of the City is the initial bond registrar and paying agent of the Issuer with respect to this Bond. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

This Bond may be sold, transferred or assigned, in whole or in part to one or more transferees or assignees by the Registered Owner without consent of the Issuer; and such assignment, transfer or conveyance shall be made in compliance with applicable laws and only to (i) an affiliate of the Purchaser; or (ii) a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or other banks.

The transfer or assignment shall be entered upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Bond Registrar, upon transfer or assignment of this Bond by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Ordinance and upon the payment of the charges therein prescribed. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and

interest due hereon and for all other purposes whatsoever, and neither the Issuer, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

This Bond is subject to call and redemption prior to maturity at any time, in whole or in part, with no prepayment penalty.

The Issuer has designated this Bond as a “Qualified Tax-Exempt Obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Ordinance.

IN WITNESS WHEREOF, City of Coeur d’Alene, Kootenai County, Idaho, by its duly constituted, legally qualified and acting Council, has caused this Bond to be signed, either manually or by facsimile, by the Mayor of the City and countersigned by the Clerk thereof, as of the Dated Date identified above.

Steve Widmyer, Mayor

Countersigned:

Renata McLeod, City Clerk

BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond represents the General Obligation Bonds, Series 2015A [General Obligation Refunding Bonds, Series 2015B], described in the within mentioned Bond Ordinance issued by the City of Coeur d’Alene, Kootenai County, Idaho, and has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

BOND REGISTRAR:

Troy Tymesen, Treasurer, City of Coeur D'Alene,
Kootenai County, Idaho

Date of registration
and authentication: _____.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must
correspond with the name of the Registered Owner
as it appears upon the face of the within Bond in
every particular, without alteration or enlargement
or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

[End Form of Bonds]

EXHIBIT B

FORM OF SUPPLEMENTAL COUPON

Registered Coupon

Registered Coupon

UNITED STATES OF AMERICA
STATE OF IDAHO

CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SUPPLEMENTAL REGISTERED INTEREST COUPON
[Related to City of Coeur d'Alene, Kootenai County,
Idaho, General Obligation Refunding Bonds,
Series 2015B (the "Related Bonds") issued concurrently herewith]

Number RC-1

CUSIP No.: N/A

**TOTAL
INTEREST
AMOUNT
DUE: \$126,642.47**

**INTEREST
PAYMENT
DATE: August 1, 2016**

Registered Owner: _____

Total Principal Amount of Related Bonds: \$1,595,000

Schedule of Principal Payments on Related Bonds:

<u>Due</u> <u>August 1</u>	<u>Principal Payment</u> <u>Amounts</u>
2017	\$161,595.73
2018	168,383.44
2019	169,085.30
2020	174,551.55
2021	175,479.85
2022	181,202.19
2023	186,591.84
2024	186,641.97
2025	191,468.13

Interest Rate of Related Bonds: 2.05%

On the Interest Payment Date (the “Interest Payment Date”) identified above, the City of Coeur d’Alene, Kootenai County, Idaho (the “City”), will pay to the Registered Owner hereof, or registered assigns, upon presentation and surrender hereof, the total interest amount due identified above (the “Amount Due”), constituting Supplemental Interest represented by this Supplemental Registered Interest Coupon, issued concurrently with the City’s issuance of the Related Bonds referred to above. Such payment will be made to the Registered Owner of this Supplemental Registered Interest Coupon by the City’s Paying Agent and Bond Registrar.

This Supplemental Registered Interest Coupon and the Related Bonds identified above issued concurrently herewith are issued in conformity with and after full compliance with the Constitution of the State of Idaho and pursuant to the provisions of the Act (hereinafter defined) and all other laws applicable thereto. It is hereby expressly certified and recited that all acts and conditions requisite and precedent to the validity of the issue hereof have been properly done and performed in regular and due time, form and manner, as required by law; that the total outstanding indebtedness of the City, including the whole of this issue, does not exceed any constitutional or statutory debt limit; that the full faith and credit of said City is hereby pledged for the due and punctual payment of the Amount Due hereunder; and that provision has been made in the statutory manner for the levy and collection of taxes sufficient to pay the Amount Due on this Supplemental Registered Interest Coupon as the same becomes due.

This Supplemental Registered Interest Coupon shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

This Supplemental Registered Interest Coupon is issued by the City concurrently with the Related Bonds referenced above, and issued under and by virtue of Sections 50-1619 through 50-1026, Idaho Code, and chapters 2, 5 and 9 of Title 57, Idaho Code, and all acts of the Legislature of the State of Idaho amendatory thereof and supplementary thereto (collectively, the “Act”), and under and pursuant to an ordinance of the City adopted on July 21, 2015 (the “Bond Ordinance”), for the purpose of providing funds to refund certain outstanding bonds of the City. The Treasurer of the City is the initial bond registrar and paying agent of the City with respect to the Related Bonds and Supplemental Registered Interest Coupon. Said bond registrar and paying agent, together with any successor bond registrar or paying agent, respectively, is referred to herein as the “Bond Registrar” and the “Paying Agent.”

This Supplemental Registered Interest Coupon may be sold, transferred or assigned, in whole or in part to one or more transferees or assignees by the Registered Owner without consent of the City; and such assignment, transfer or conveyance shall be made in compliance with applicable laws and only to (i) an affiliate of the Registered Owner; or (ii) a trust or other custodial arrangement established by the Registered Owner or one of its affiliates,

the owners of any beneficial interest in which are limited to qualified institutional buyers or other banks.

The transfer or assignment of this Bond by the Registered Owner hereof shall be entered upon the books of the Bond Registrar kept for that purpose as directed by the Registered Owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Registered Owner or such duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new Supplemental Registered Interest Coupon or Coupons of authorized amount[s] and of the same amount, designation and due date as the surrendered Supplemental Registered Interest Coupon, all as provided in said Bond Ordinance and upon payment of the charges therein prescribed. No transfer of this Supplemental Registered Interest Coupon shall be effective until entered on the registration books kept by the Bond Registrar. The City, the Bond Registrar and Paying Agent may treat and consider the person in whose name this Supplemental Registered Interest Coupon is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of the Amount Due, and for all other purposes whatsoever, and neither the City, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

In the event that the ownership of this Supplemental Registered Interest Coupon is transferred to a new holder and owner, the value hereof at the time of transfer may be determined by reference to Schedule A hereof, which sets forth the accreted value of the Supplemental Registered Interest Coupon at future semi-annual compounding dates.

This Supplemental Registered Interest Coupon is issuable solely in the form of a registered Supplemental Registered Interest Coupon in the denomination as provided in the Bond Ordinance.

The Issuer has designated this Supplemental Registered Interest Coupon as a "Qualified Tax-Exempt Obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF, the City of Coeur d'Alene, Kootenai County, Idaho, by its duly constituted, legally qualified and acting Council, has caused this Supplemental Registered Interest Coupon to be signed by the Mayor and countersigned by the Clerk thereof (the signatures of said Mayor and Clerk being manual or by facsimile), as of the ____ day of August, 2015.

Steve Widmyer, Mayor

Countersigned:

Renata McLeod, City Clerk

Schedule A

Table of Accreted Values

[insert table]

[FORM OF BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This is the Supplemental Registered Interest Coupon issued by the City of Coeur d'Alene, Kootenai County, Idaho, concurrently with the issuance of its General Obligation Refunding Bonds, Series 2015B, and has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

BOND REGISTRAR:

Troy Tymesen, Treasurer, City of Coeur D'Alene,
Kootenai County, Idaho

Date of registration
and authentication: _____.

[FORM OF ASSIGNMENT]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

Tax Identification No.: _____

the within Bond and hereby irrevocably constitutes and appoints _____
_____ of _____
to transfer said bond on the books kept for registration thereof with full power of substitution in
the premises.

Dated: _____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

[End of Form Supplemental Coupon]

EXHIBIT C

FORM OF SUMMARY OF ORDINANCE

Summary of Ordinance No. 3513, passed July 21, 2015

An Ordinance authorizing the issuance and sale of \$6,000,000 General Obligation Bonds, Series 2015A, \$1,595,000 General Obligation Refunding Bonds, 2015B, and related Supplemental Registered Interest Coupon in the initial value of \$124,105.82 of the City of Coeur d'Alene, Kootenai County, Idaho, approving execution of a Bond Purchase Contract related to the sale of the Bonds and Supplemental Registered Interest Coupon, fixing the interest rates thereof, providing for the levy of taxes to pay principal of and interest on the Bonds and Supplemental Interest represented by the Supplemental Registered Interest Coupon, providing for the use of the proceeds thereof, providing for a system of registration therefor, making certain findings and covenants in connection therewith, making certain representations and covenants concerning maintenance of the tax-exempt status of interest thereon under the federal tax law, providing for the call for redemption of the bonds to be refunded, ratifying actions heretofore taken, and providing for related matters.

Section 101 (Definitions) defines certain capitalized terms used in the Ordinance.

Section 201 (Authorization of Bonds, Principal Amount, Designation and Series) provides that the Ordinance is adopted pursuant to the provisions of Sections 50-1019 and 50-1026, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapters 2, 5 and 9 (collectively, the "Act") to authorize its General Obligation Bonds, Series 2015A (the "2015A Bonds") in the principal amount of \$6,000,000 and General Obligation Refunding Bonds, Series 2015B (the "2015B Bonds") in the principal amount of \$1,595,000.

Section 202 (Authorization of Supplemental Coupon) authorizes the City's Supplemental Registered Interest Coupon related to the 2015B Bonds (the "Supplemental Coupon"), in the initial value of \$124,105.82.

Section 203 (Purpose) sets forth that the 2015A Bonds shall finance the project authorized by the City's May 19, 2015, successful general obligation bond election together with costs of issuance; that the 2015B Bonds and Supplemental Coupon shall refund certain outstanding bonds of the City together with costs of issuance of the 2015B Bonds and Supplemental Coupon.

Section 202 (Issue Date) provides that the issue date shall be the date of issuance of the 2015A Bonds, 2015B Bonds (collectively, the "Bonds") and the Supplemental Coupon.

Section 205 (Bond Details, Amortization Plan) provides that the Bonds shall be issued in the principal amounts, and shall bear interest and be payable pursuant to the Ordinance.

Section 206 (Details of Supplemental Coupon) provides that the 2015B Bonds shall bear Supplemental Interest in the form of the Supplemental Coupon with the terms and conditions as provided in the Ordinance.

Section 207 (Denominations and Numbers) sets forth the denomination and registered numbers of the Bonds and the Supplemental Coupon, as applicable.

Section 208 (Paying Agent and Bond Registrar) appoints the Treasurer of the City as Paying Agent and Bond Registrar for the Bonds and Supplemental Coupon.

Section 209 (Optional Redemption) provides that the Bonds are subject to optional redemption at any time prior to maturity, in whole or in part, without penalty.

Section 210 (Sale of Bonds and Supplemental Coupon) provides for issuance and sale of the Bonds and Supplemental Coupon pursuant to the Bond Purchase Contract (“Bond Purchase Contract”) between the City and Mountain West Bank, Division of Glacier Bank, as purchaser (the “Purchaser”).

Section 211 (Execution of Bonds and Supplemental Coupon) provides for the manner of execution of the Bonds and Supplemental Coupon.

Section 212 (Establishment of Accounts and Funds) provides for creation of the Bond Account, Project Account, Escrow Account and Rebate Account.

Section 213 (Delivery of Bonds and Supplemental Coupon; Application of Proceeds) authorizes delivery of the Bonds and Supplemental Coupon by the City to the Purchaser in exchange for the purchase prices pursuant to the Bond Purchase Contract and provides for deposit and use of the proceeds thereof.

Section 214 (Approval of Escrow Agreement) approves the Escrow Agreement between the City and Wells Fargo Bank, National Association, as escrow agent, with respect to the refunding of certain of the City’s General Obligation Funding and Refunding Bonds, Series 2006 (the “Refunded Bonds”).

Section 215 (Deposits into Escrow Account) provides that a portion of the proceeds of sale of the 2015B Bonds and Supplemental Coupon shall be deposited with the Escrow Agent to refund the Refunded Bonds.

Section 216 (Redemption of Refunded Bonds, Pledge, Sufficiency, of Escrow Account) provides for the details of redemption of the Refunded Bonds.

Section 217 (Designation as “Qualified Tax-Exempt Obligations”) designates the Bonds and Supplemental Coupon as qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 218 (Further Authority) authorizes the officers of the City to do or perform all acts and execute all documents to provide for the issuance, sale and delivery of the Bonds and Supplemental Coupon and redemption of the Refunded Bonds.

Section 301 (Transfer of Bonds and Supplemental Coupon) provides transfer provisions related to the Bonds and Supplemental Coupon.

Section 302 (Exchange of Bonds and Supplemental Coupons) provides exchange provisions related to the Bonds and Supplemental Coupon.

Section 303 (Bond Registration Books) provides that the Ordinance shall constitute a system of registration for purposes of chapter 9 of Title 57, Idaho Code.

Section 304 (List of Bondholders) provides that the Bond Registrar shall maintain a list of owners of the Bonds and Supplemental Coupon.

Section 305 (Duties of Bond Registrar) provides the duties of the Bond Registrar with respect to the Bonds and Supplemental Coupon.

Section 401 (Levy of Taxes) sets forth the City’s covenants to pay the debt service of the Bonds and Supplemental Interest represented by the Supplemental Coupon when due and shall levy general taxes upon all taxable property of the City sufficient to pay such debt service. The City pledges the full faith and credit of all taxable property in the City to the Bonds and Supplemental Interest represented by the Supplemental Coupon.

Section 402 (Bonds and Supplemental Coupon in Registered Form) provides that the City will not take any action to affect the tax-exempt status of the Bonds and Supplemental Coupon.

Section 403 (Arbitrage Covenant; Covenant to Maintain Tax Exemption) authorizes the City’s officials to execute Tax Certificates to establish the Bonds and the Supplemental Coupon are not arbitrage bonds pursuant to Section 148 of the Code. The City covenants that it will not take action to cause interest on the Bonds or Supplemental Interest represented by the Supplemental Coupon to affect the tax-exempt status thereof and will not take action to cause the Bonds or Supplemental Coupon to be “private activity bonds” within the meaning of Section 171 of the Code.

Section 404 (Investment of Funds) provides that moneys held in any fund or account, *excluding* the Escrow Account, shall be invested and reinvested in Investment Securities pursuant to written direction of the City.

Section 405 (No Waiver of Limitation Provisions) provides the covenant of the City that the City will not waive the time limitation provisions of Section 34-2001A, Idaho Code, with respect to the Bond Election.

Section 501 (Form of Bonds) provides that the form of the Bonds shall be in substantially the form as Exhibit A to the Ordinance.

Section 502 (Form of Supplemental Coupon) provides that the form of the Supplemental Coupon shall be in substantially the form as Exhibit B to the Ordinance.

Section 601 (Ratification) ratifies, confirms and approves all proceedings, resolutions, and ordinances in connection with the sale and issuance of the Bonds and Supplemental Coupon.

Section 602 (Severability) provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.

Section 603 (Conflict) repeals all resolutions, orders and regulations or parts thereof conflicting with the Ordinance.

Section 604 (Captions) provides that table of contents and captions and headings are for convenience only.

Section 605 (Effective Date) provides that the Ordinance shall take effect from and after its passage and publication of this summary as required by law.

Schedule 1: Provides a list of the Refunded Bonds.

Exhibit A: Sets forth the form of the Bonds.

Exhibit B: Sets forth the form of the Supplemental Coupon.

Exhibit C: Sets forth this summary for publication.

The full text of Ordinance No. 3513 is available at the office of the City Clerk of the City of Coeur d'Alene, Kootenai County, Idaho, and will be provided to any citizen upon personal request during normal business hours.

Approved this ____ day of July, 2015.

CITY OF COEUR D'ALENE, KOOTENAI
COUNTY, IDAHO

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

CERTIFICATION OF COUNSEL

I, the undersigned, the legal advisor to the City of Coeur d'Alene, Kootenai County, Idaho, hereby certify that I have read the attached Summary of Ordinance No. 3513 of the City, and that the same is true and complete and provides adequate notice to the public of the contents of said ordinance.

Dated as of this ____ day of July, 2015.

By: _____
Michael Gridley, City Attorney

CERTIFICATE OF THE CLERK

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Coeur d'Alene, Kootenai County, Idaho (the "City"), and keeper of the records of the City Council (the "City Council"); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. 3513 of the City (the "Ordinance"), as finally passed at a regular meeting of the City Council held on the 21st day of July, 2015, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ of July, 2015.

Renata McLeod, City Clerk

BOND PURCHASE CONTRACT

BETWEEN

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

and

MOUNTAIN WEST BANK, DIVISION OF GLACIER BANK

DATED July 21, 2015

General Obligation Bonds, Series 2015A and
General Obligation Refunding Bonds, Series 2015B,
with Supplemental Registered Interest Coupon

July 21, 2015

BOND PURCHASE CONTRACT

City of Coeur d'Alene, Kootenai County, State of Idaho
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Ladies and Gentlemen:

The undersigned, Mountain West Bank, Division of Glacier Bank, Coeur d'Alene, Idaho (the "Purchaser"), hereby offers to enter into this Bond Purchase Contract (the "Contract") with City of Coeur d'Alene, Kootenai County, State of Idaho (the "Issuer"). This Contract authorizes the purchase by the Purchaser of the Issuer's General Obligation Bonds, Series 2015A in the principal amount of \$6,000,000 to be issued initially as a single term bond (the "2015A Bonds"), General Obligation Refunding Bonds, Series 2015B in the principal amount of \$1,595,000 to be issued initially as a single term bond (the "2015B Bonds"), together with related Supplemental Registered Interest Coupon in the initial value of \$124,105.82 (the "Supplemental Coupon"), as more fully described below.

1. **Purchase and Sale.** Subject to (i) the satisfaction by the Issuer of the terms and conditions set forth herein, (ii) the conditions precedent set forth herein and in reliance upon the representations herein set forth or incorporated herein, the Purchaser hereby agrees to purchase, upon the terms and conditions set forth in Exhibit A attached hereto, the 2015A Bonds and 2015B Bonds (collectively, the "Bonds") and the Supplemental Coupon to be issued by the Issuer, dated August 4, 2015, and maturing and bearing the rates of interest as described in Exhibit A attached hereto. The Bonds and Supplemental Coupon shall be issued and secured pursuant to Ordinance No. 3513 of the Issuer adopted on July 21, 2015 (the "Bond Ordinance"), which Bond Ordinance approved the substantial form of this Contract, the form of the Bonds and Supplemental Coupon, and the form of certain related instruments. A copy of the Bond Ordinance is attached hereto as Exhibit B.

2. **Representations of the Issuer.**

A. The Issuer represents to and agrees with the Purchaser as follows:

1. The Issuer is organized and existing under the Constitution and laws of the State of Idaho, and the Issuer has full legal right, power, and authority pursuant to the Constitution and laws of the State of Idaho, to sell and deliver its Bonds and Supplemental Coupon. The 2015A Bonds are being issued to finance acquiring, constructing and equipping of a shared police/fire facilities and a mobile command/crime scene trailer and vehicle; construction and equipping of certain covered parking areas for police vehicles; acquisition and installation of a public safety camera network; and acquisition of certain fire protection vehicles

and equipment; together with all necessary appurtenant facilities, improvements and equipment, and to pay costs of issuance thereof. The 2015B Bonds and Supplemental Coupon are being issued to provide funds to refund \$1,595,000 principal amount of its General Obligation Funding and Refunding Bonds, Series 2006, and to pay costs of issuance thereof.

2. To the knowledge of the Issuer, the execution and delivery of this Contract does not, and the execution and delivery of the Bonds and Supplemental Coupon, and the adoption of the Bond Ordinance and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

3. The Bond Ordinance, the Bonds and Supplemental Coupon and this Contract, when each of them has been executed and delivered by the Issuer, will, assuming due authorization, execution and delivery by all other parties thereto, as applicable, each constitute a valid and binding obligation of the Issuer; provided, however, that the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

4. To the knowledge of the Issuer no litigation is pending or, threatened against or affecting the Issuer and to which the Issuer is a party (i) seeking to restrain or enjoin the issuance or delivery of the Bonds and Supplemental Coupon or the application of proceeds of the Bonds and Supplemental Coupon as provided in the Bond Ordinance or the collection of the revenues and tax charges of the Issuer pledged under the Bond Ordinance, (ii) in any way contesting or affecting any authority for the issuance of the Bonds and Supplemental Coupon or the validity of the Bonds and Supplemental Coupon, the Bond Ordinance or this Contract, or (iii) in any way contesting the existence or powers of the Issuer.

5. Issuer acknowledges that Purchaser has not performed advisory or fiduciary services to the Issuer with respect to the transactions contemplated by the bond documents and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Issuer on other matters);

3. Offering of the Bonds and Supplemental Coupon; Representations of Purchaser.

A. The Bonds and/or Supplemental Coupon may be sold, transferred or assigned, in whole or in part to one or more transferees or assignees by Purchaser without the necessity of obtaining the consent of the Issuer; and such assignment, transfer or conveyance shall be made in compliance with applicable laws and only to (i) an affiliate of the Purchaser; or (ii) a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or other banks. Upon transfer or assignment of the Bonds and/or Supplemental Coupon, the Purchaser shall provide notice to the Issuer of such transfer.

B. The Purchaser represents and warrants for the benefit of the Issuer as follows:

1. The Purchaser is authorized to enter into this Contract and to purchase the Bonds and Supplemental Coupon.

2. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits represented by the purchase of the Bonds and Supplemental Coupon and the making of the loan evidenced thereby.

3. The Purchaser will effect a resale of the Bonds and Supplemental Coupon only in compliance with all federal and state securities laws and regulations.

4. The Purchaser acknowledges: (i) that the Bonds and Supplemental Coupon have not been registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with federal and state securities laws and regulations and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) are not listed on any stock or other securities exchange, and (iii) have not been rated by any credit rating agency.

5. The Purchaser agrees that it will give to each person to whom it transfers any interest in the Bonds and Supplemental Coupon a notice of all restrictions on transfer of the Bonds and Supplemental Coupon.

6. The Purchaser understands that an official statement, prospectus, offering circular, or other offering statement has not been provided with respect to the Bonds and Supplemental Coupon. The Purchaser has made its own inquiry and analysis with respect to the Issuer, the Bonds and Supplemental Coupon and the security therefor, and other material factors affecting the security for and payment of the Bonds and Supplemental Coupon.

7. The Purchaser acknowledges that it has reviewed information, including financial statements and other financial information, regarding the Issuer and has had the opportunity to ask questions and receive answers from

knowledgeable individuals concerning the Issuer, the Bonds and Supplemental Coupon and the security therefor, so that it has been able to make an informed decision to purchase the Bonds and Supplemental Coupon and to make the loan evidenced thereby and acknowledges that it has not relied on the Issuer with respect to any information with respect to the advisability of purchasing the Bonds and Supplemental Coupon or the security for the Bonds and Supplemental Coupon.

8. The Bonds and Supplemental Coupon are being acquired by the Purchaser for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds and Supplemental Coupon, but agrees that any such sale, transfer or distribution by the Purchaser shall be to (i) an affiliate of the Purchaser; or (ii) a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers or other banks. The Purchaser currently intends to hold the Bond to evidence the loan it has made to the Issuer for the term of the Bonds.

9. (i) The Bonds and Supplemental Coupon will be evidenced by physical instruments delivered to the Purchaser by the Issuer, (ii) the Bonds will not have CUSIP numbers, (iii) payments on the Bond shall be made directly to the Purchaser by the Paying Agent appointed by the Issuer; and (iv) the Purchaser intends to record the Bond as a loan on its books and records.

10. The Purchaser acknowledges and agrees that: (i) the transactions contemplated by the Bond documents are arm's length, commercial transactions between the Purchaser and the Issuer and that the Purchaser is acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Purchaser has financial and other interests that differ from those of the Issuer; and (iii) the Purchaser has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

The Purchaser makes the foregoing representations in reliance on the representations of the Issuer and the opinion of Bond Counsel that the Bonds and Supplemental Coupon are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended.

4. **Closing.** At 9:00 AM, PST, on Tuesday, August 4, 2015, or such later date as we mutually agree upon (the "Closing"), the Issuer, subject to the terms and conditions herein, will deliver or cause to be delivered to us, at the offices of the Purchaser, 101 Ironwood Drive, Suite 148, Coeur d'Alene, ID 83814, or other such place as we may mutually agree upon, the Bonds and Supplemental Coupon in definitive fully registered form, duly executed. In addition, the other documents hereinafter mentioned will be delivered. The Purchaser will accept such delivery and pay the purchase price thereof in federal funds to the account of the Issuer.

5. **Conditions Precedent.** The Purchaser has entered into this Contract in reliance upon (i) the representations, warranties and agreements of the Issuer contained herein and in the Bond Ordinance and (ii) the performance by the Issuer of its obligations hereunder, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Purchaser's obligation under this Contract is and shall be subject to the following further conditions:

A. The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date of acceptance hereof and as of the date of Closing with the same effect as if made on the date of Closing.

B. At the time of the Closing, the Bond Ordinance shall be in full force and effect, shall be in form and substance acceptable to the Purchaser in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser; and the Issuer shall have duly adopted or entered into and there shall be in full force and effect, such certificates and agreements, as, in the opinion of Bond Counsel and Purchaser, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Bonds and Supplemental Coupon.

C. The Purchaser may terminate this Contract by notification in writing to the Issuer if at any time subsequent to the date hereof and at or prior to the Closing: (i) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency materially affecting, in the Purchaser's opinion, the market price of the Bonds and Supplemental Coupon; or (ii) a general banking moratorium shall have been declared by the United States, or State of Idaho authorities; or (iii) an event shall occur which in the reasonable judgment of the Purchaser (a) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in credit applications, statements or other information provided by the Issuer or (b) any documentation in connection with the issuance of the Bonds and Supplemental Coupon shall not be satisfactory in form and substance to the Purchaser or its counsel; (iv) any suit, proceeding, litigation or other action shall be commenced, or, if commenced prior to the date hereof, shall be continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Purchaser, may affect the delivery of the Bonds and Supplemental Coupon; or (v) there has been a material adverse change in the financial condition of the Issuer.

D. At Closing, the Purchaser shall have received the following documents (in each case with such changes as the Purchaser shall approve):

1. The unqualified approving opinion of Hawley Troxell Ennis & Hawley LLP, Bond Counsel, dated the date of the Closing, in the form attached hereto as Exhibit C and acceptable to the Purchaser. All fees of the Bond Counsel shall be the responsibility of the Issuer.

2. A certificate of the Issuer, dated the date of the Closing, to the effect that (a) the representations, warranties and agreements of the Issuer

contained herein and in the Bond Ordinance are true and correct in all material respects as of the date of the Closing; (b) to the knowledge of the Issuer without independent investigation, no litigation is pending or threatened (1) seeking to restrain or enjoin the issuance or delivery of the Bonds and Supplemental Coupon or the collection of the revenues and tax receipts specified for repayment of the Bonds and Supplemental Coupon or other security pledged under the Bond Ordinance or (2) in any way contesting or affecting any authority for the issuance of the Bonds and Supplemental Coupon or the validity of the Bonds and Supplemental Coupon, the Bond Ordinance or this Contract, or (3) in any way contesting the existence or powers of the Issuer with respect to the Bonds and Supplemental Coupon, the Bond Ordinance or this Contract, and (c) there are no legal or governmental proceedings or litigation pending or, to the best of our knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Bond.

3. Such other information and documents as the Purchaser may reasonably request.

If the Issuer shall be unable for any reason to satisfy the conditions of the Purchaser's obligation contained in this Contract or if the Purchaser's obligation shall be terminated for any reason permitted by this Contract, this Contract shall terminate and neither the Purchaser nor the Issuer shall have any further obligations or liability hereunder, except that any respective obligations of the Purchaser or the Issuer for payment of Bond Counsel costs and expenses incurred prior to termination of the Contract shall continue in full force and effect.

6. **Notices.** Any notice or other communication to be given to the Issuer under this Contract may be given by delivering the same in writing to the Issuer, at 710 E. Mullan Ave., Coeur d'Alene, ID 83814, Attention: Finance Director/Treasurer, and any such notice or other communication to be given to the Purchaser may be given by delivering the same in writing to the Purchaser, at 101 Ironwood Drive, Suite 148, Coeur d'Alene, ID 83814, Attention: Alison Gonsalves, Senior Vice President.

7. **Benefit.** This Contract is made solely for the benefit of the Issuer and the Purchaser (including their successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

8. **Approval.** The approval of the Purchaser when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Issuer.

9. **Governing Law; Counterpart.** This Contract shall be governed by the laws of the State of Idaho applicable to agreements made and to be performed in the State of Idaho; without regard or effect given to conflict of law rules which would require the application of laws of any other jurisdiction. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

10. **Survival.** All agreements, covenants and representations and all other statements of the Issuer and the Purchaser and their respective officers set forth in or made pursuant to this Contract will survive the Closing and the delivery of and payment for the Bonds and Supplemental Coupon.

11. **Severability.** If any section, paragraph, clause or provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Contract.

12. **Remedies.** No right or remedy conferred on any party in this Contract is intended to be exclusive of any other right or remedy, and is in addition to every other right or remedy provided by law. No delay or omission of any party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any event of default will extend to or affect any other existing or subsequent event of default.

13. **Non-Merger.** The provisions of this Contract shall survive all other performances hereunder, and shall not be deemed merged in any deed or other instrument or document delivered hereunder.

14. **Obligations of Issuer Not Obligations of Officials Individually.** No obligations of the Issuer under any of the Bonds and Supplemental Coupon or related documents will be deemed to be an obligation of any present or future officer or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds and Supplemental Coupon will be personally liable on the Bonds and Supplemental Coupon or be subject to any personal liability or accountability by reason of the issuance of the Bonds and Supplemental Coupon.

[Signatures Appear on Following Page]

MOUNTAIN WEST BANK, DIVISION OF
GLACIER BANK,
as Purchaser herein specified

By: _____

Date: _____

Approved and Agreed to:

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

By: _____
Steve Widmyer, Mayor

Date: _____

By: _____
Finance Director

Date: _____

ATTEST:

Renata McLeod, City Clerk

Date: _____

EXHIBIT A

**TERMS OF GENERAL OBLIGATION BONDS, SERIES 2015A, GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2015B, AND RELATED SUPPLEMENTAL REGISTERED
INTEREST COUPON**

A. Purchase Price: 2015A Bonds: \$6,000,000 (principal amount)
 2015B Bonds: \$1,595,000 (principal amount)
 Supplemental Coupon: \$124,105.82 (initial value)

<u>B. Maturity Schedule, Principal Installment Amounts and Interest Rates:</u>	2015A Bonds (issued as single term bond):		
	<u>Maturity</u> <u>8/1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u> All - 2.05%
	2016	447,322	
	2017	568,083	
	2018	579,729	
	2019	591,613	
	2020	603,741	
	2021	616,118	
	2022	628,749	
	2023	641,638	
	2024	654,792	
	2025	668,215	
	2015B Bonds (issued as single term bond):		
	<u>Maturity</u> <u>8/1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u> All - 2.05%
	2017	\$161,595.73	
	2018	168,383.44	
	2019	169,085.30	
	2020	174,551.55	
	2021	175,479.85	
	2022	181,202.19	
	2023	186,591.84	
	2024	186,641.97	
	2025	191,468.13	

Supplemental Coupon:

<u>Initial Value</u>	<u>Rate</u>	<u>Maturity Amount</u>	<u>Due</u>	<u>Compounding Interval</u>
124,105.82	2.05%	\$126,642.47	8/1 2016	Semi-annual

C. Interest Payments: Semiannual on February 1 and August 1, commencing 2/1/2016.

D. Purchaser Loan Origination Fee: \$1,000.00 (aggregate -- \$500.00 per series)

E. Dated Date: August 4, 2015

F. Covenants and Conditions: As set forth herein and in the Bond Ordinance (attached as Exhibit B).

G. Closing Date: August 4, 2015, or such other date mutually agreed to by the parties to this Bond Purchase Contract.

H. Bond Counsel: Hawley Troxell Ennis & Hawley LLP, Boise, Idaho.

I. Method of Payment: Federal Funds draft or wire.

J. Tax Exemption: Interest on the Bonds and Supplemental Coupon is excluded from gross income for federal and State of Idaho tax purposes; **Qualified Tax-Exempt obligations pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.**

K. Call provisions: Subject to optional redemption at any time prior to maturity, in whole or in part, without penalty.

EXHIBIT B
BOND ORDINANCE

EXHIBIT C

BOND COUNSEL OPINION

ESCROW AGREEMENT

between

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

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Escrow Agent

Dated as of August __, 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. RECITALS	1
ARTICLE II. DEFINITIONS	1
ARTICLE III. MATURITIES AND REDEMPTION PROVISIONS	2
Section 3.1. Refunded Bonds.....	2
ARTICLE IV. PLAN OF REFUNDING FOR THE REFUNDED BONDS	3
Section 4.1. Receipt of Funds.	3
Section 4.2. Deposit Into the Escrow Account.	3
Section 4.3. Disbursements By Escrow Agent.	4
Section 4.4. Safekeeping of Escrow Monies.	4
ARTICLE V. DUTIES AND OBLIGATIONS OF THE ESCROW AGENT	5
ARTICLE VI. NOTICES OF REDEMPTION AND DEFEASANCE	5
Section 6.1. Notice of Redemption of Refunded Bonds.	5
Section 6.2. Notice of Defeasance of Refunded Bonds.	7
ARTICLE VII. COMPENSATION OF ESCROW AGENT	8
ARTICLE VIII. AMENDMENTS TO THIS ESCROW AGREEMENT	8
ARTICLE IX. NOTIFICATION OF DEFICIENCY	8
ARTICLE X. SUCCESSOR ESCROW AGENT.....	9
ARTICLE XI. INDEMNIFICATION	9
ARTICLE XII. MISCELLANEOUS.....	10

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of August __, 2015, by and between the City of Coeur d'Alene, Kootenai County, State of Idaho (the "Issuer") and Wells Fargo Bank, National Association (the "Escrow Agent").

ARTICLE I. RECITALS

The Issuer is desirous of paying, redeeming and retiring certain outstanding bonds which shall be accomplished pursuant to the provisions of this Escrow Agreement and the provisions of the Bond Ordinance and Bond Purchase Contract (hereinafter defined). Pursuant to the Bond Ordinance and Bond Purchase Contract, the Issuer has determined to defease and pay the principal of and interest on the Refunded Bonds (hereinafter defined) from proceeds of the sale of its 2015B Bonds and Supplemental Coupon (hereinafter defined). The Issuer has irrevocably pledged to redeem and retire the Refunded Bonds. Such payment, redemption and retirement shall be irrevocable upon the delivery of the 2015B Bonds and Supplemental Coupon.

Reference is hereby made to the Bond Ordinance and Bond Purchase Contract for the provisions of the plan of refunding the Refunded Bonds.

The Issuer has caused to be delivered to the Escrow Agent statements setting forth the interest payment schedules and maturity schedules of the Refunded Bonds by amount, date of maturity and interest rates, the amount of interest to be paid on each semiannual interest payment date and the amount of the principal to be paid on the date that the Refunded Bonds are to be redeemed, and by execution of this Escrow Agreement, the Escrow Agent acknowledges receipt of such statements.

ARTICLE II. DEFINITIONS

All terms used herein, unless otherwise defined herein, shall have the meanings set forth in the Bond Ordinance. For all purposes of this Escrow Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Bond Purchase Contract" shall mean the Bond Purchase Contract entered into on July 21, 2015, between the Issuer and Mountain West Bank, Division of Glacier Bank (the "Purchaser") providing for the sale of the 2015B Bonds and Supplemental Coupon to the Purchaser.

"Bond Ordinance" shall mean Ordinance No. 3513 of the Issuer authorizing the issuance of the 2015B Bonds and Supplemental Coupon, which Ordinance was adopted on July 21, 2015.

“Escrow Account” shall mean the Escrow Account on deposit with the Escrow Agent created for the purpose of refunding the Refunded Bonds.

“Escrow Agent” shall mean Wells Fargo Bank, National Association.

“Escrow Agreement” shall mean this agreement by and between the Issuer and the Escrow Agent providing for the refunding and redemption of the Refunded Bonds.

“Issuer” shall mean City of Coeur d’Alene, Kootenai County, State of Idaho.

“Redemption Date” means September 1, 2016.

“Refunded Bonds” shall mean the 2006 Bonds refunded by the 2015B Bonds, specifically described in ARTICLE III hereof.

“Supplemental Coupon” means the Supplemental Registered Interest Coupon with initial value of \$124,105.82, authorized to be issued under the Bond Ordinance.

“2015B Bonds” means the \$1,595,000 principal amount of General Obligation Refunding Bonds, Series 2015B, authorized to be issued under the Bond Ordinance.

“2006 Bond Ordinance” means the Ordinance of the City adopted on July 18, 2006, authorizing the 2006 Bonds.

“2006 Bonds” means the \$9,470,000 General Obligation Funding and Refunding Bonds, Series 2006, of the City, dated August 1, 2006, as authorized by the 2006 Bond Ordinance.

“Written Certificate and Request” shall have the meaning set forth in the Bond Ordinance.

**ARTICLE III.
MATURITIES AND REDEMPTION PROVISIONS**

Section 3.1. Refunded Bonds.

The Refunded Bonds consist of the following 2006 Bonds in the aggregate principal amount of \$1,595,000:

<u>Maturity Date</u>	<u>Principal Amount \$</u>	<u>Interest Rate %</u>	<u>CUSIP No. 192090</u>
2017*	145,000	4.50	EC8
2019**	315,000	5.00	EE4
2021**	345,000	4.50	EG9

Maturity	Principal	Interest	CUSIP No.
Date	Amount \$	Rate %	192090
<u>9/1</u>	<u>790,000</u>	<u>4.50</u>	<u>EL8</u>
2025**			

*Partial redemption of mandatory redemption amount due under term bond stated maturity 9/1/17.

**Term bonds, stated maturity.

**ARTICLE IV.
PLAN OF REFUNDING FOR THE REFUNDED BONDS**

Section 4.1. Receipt of Funds.

On the date of issuance of the 2015B Bonds and Supplemental Coupon, the Escrow Agent will receive via wire transfer from the Purchaser, on behalf of the Issuer, proceeds of the 2015B Bonds in the amount of \$1,595,000.00 (the “2015B Bond Proceeds”), and proceeds of the Supplemental Coupon in the amount of \$110,025.00 (the “Supplemental Coupon Proceeds”), as specified in one or more Written Certificate and Request(s) pursuant to the Bond Ordinance.

The Escrow Agent will credit the 2015B Bond Proceeds and the Supplemental Coupon Proceeds to the Escrow Account.

Section 4.2. Deposit Into the Escrow Account.

The Escrow Agent will establish the Escrow Account and will hold the Escrow Account separate and apart from all other funds and accounts held by the Escrow Agent. Simultaneously with the delivery of the 2015B Bonds and Supplemental Coupon, the Issuer will cause to be deposited irrevocably into the Escrow Account, for the security and benefit of the owners of the Refunded Bonds, proceeds as provided in Section 4.1 in an amount sufficient to pay principal and interest on the Refunded Bonds when due or upon maturity and to redeem the Refunded Bonds upon call on the Redemption Date, and to pay accrued interest on the Refunded Bonds to the Redemption Date.

The funds deposited into the Escrow Account will not be invested. If the funds were invested, they could only be invested in direct noncallable obligations of the United States Government. Based on current market conditions and market conditions when the 2015B Bonds and Supplemental Coupon were priced, the amount of interest that could be earned would be less than \$_____ and the yield would be less than 0.0_% (SLGs are not now and were not available on the date of sale of the 2015B Bonds, but according to the SLGs rate tables for the beginning of this week, Monday, July 20, 2015 and the sale date, July 21, 2015, the interest rate on a SLG to fund the Escrow Account would have been from 0.00% to 0.01%. See Exhibit ___).

Section 4.3. Disbursements By Escrow Agent.

On or before the Redemption Date, the Escrow Agent, in its capacity as paying agent for the Refunded Bonds, shall use cash held in the Escrow Account to pay principal and interest upon the Refunded Bonds when due or upon maturity and to redeem and retire the Refunded Bonds on the Redemption Date, at the price equal to the par amount thereof, together with the interest accrued thereon, from the preceding interest payment date.

Section 4.4. Partial Defeasance/Refunding of 2006 Bond.

To facilitate the defeasance and redemption of the portion of the mandatory redemption amount of the 2006 Bond maturing September 1, 2017 (the “2017 Term Bond”), CUSIP No. 192090EC8, the City shall issue the following bonds with the noted CUSIP numbers, representing the defeased portion of the mandatory redemption amount of the 2017 Term Bond (the “Defeased 2017 Term Bond”) and the remaining non-defeased mandatory redemption amount of the 2017 Term Bond (the “Non-Defeased 2017 Term Bond”):

	Principal Amount CUSIP	Defeased Redemption Amount CUSIP <u>192090</u>	Non-Defeased Redemption Amount CUSIP <u>192090</u>
9/1 <u>Year</u>	<u>192090EC8</u>		
2017	\$285,000	\$145,000	140,000

The City deems the 2006 Bond under CUSIP No. 192090EC8 cancelled upon issuance of the Defeased 2017 Term Bond and Non-Defeased 2017 Term Bond, and instructs the Escrow Agent to record the cancellation of the 2006 Bond under CUSIP No. 0192090EC8, and to authenticate and record the newly-issued Defeased 2017 Term Bond and Non-Defeased 2017 Term Bond under CUSIP Nos. 192090__ and 0192090__, respectively, in the Bond Register for the 2006 Bonds. The Escrow Agent shall safekeep the newly-issued 2006 Bonds pursuant to the Depository Trust Company’s Fast Automated Securities Transfer System.

Section 4.5. Safekeeping of Escrow Monies.

All money deposited with or received by the Escrow Agent pursuant to this ARTICLE IV shall be subject to the trust created by this Escrow Agreement and irrevocably pledged only for the Refunded Bonds’ debt service, and the Escrow Agent shall be liable for the safekeeping thereof. All money deposited with the Escrow Agent pursuant to Section 4.1 of this Escrow Agreement that is not required to make the payments hereinbefore required to be made shall be paid to the Issuer for the credit of the Bond Account under the Bond Ordinance, upon payment in full of the Refunded Bonds.

**ARTICLE V.
DUTIES AND OBLIGATIONS OF THE ESCROW AGENT**

The duties and obligations of the Escrow Agent shall be prescribed by the provisions of this Escrow Agreement, and the Escrow Agent shall not be liable except for the performance of its duties and obligations as specifically set forth herein and to act in good faith in the performance thereof and no implied duties or obligations shall be incurred by such Escrow Agent other than those specified herein.

The Escrow Agent may consult with counsel of its choice and the opinion of such counsel shall be full and complete authorization and protection with respect to any action taken or not taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Nothing contained herein shall require the Escrow Agent to advance its own funds or otherwise incur direct financial liability to carry out its obligations hereunder or to exercise any of its rights or powers hereunder. If there are any difficulties in payment of the Refunded Bonds, the Escrow Agent shall notify the Issuer in writing.

Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Escrow Agreement shall be in writing.

**ARTICLE VI.
NOTICES OF REDEMPTION AND DEFEASANCE**

Section 6.1. Notice of Redemption of Refunded Bonds.

The Refunded Bonds will be irrevocably called for redemption on the Redemption Date. Notice of redemption of such Refunded Bonds will be given by the Escrow Agent, in its capacity as paying agent for the 2006 Bonds, according to the provisions of the 2006 Bond Ordinance in substantially the following form:

NOTICE OF REDEMPTION

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

GENERAL OBLIGATION FUNDING AND REFUNDING BONDS, SERIES 2006
DATED AUGUST 1, 2006

Notice is hereby given that City of Coeur d'Alene, Kootenai County, State of Idaho (the "Issuer"), has called and does hereby call for redemption on September 1, 2016, its General Obligation Funding and Refunding Bonds, Series 2006, dated as of August 1, 2006, maturing on the dates set forth below, at the Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption.

Maturity Date	Principal Amount \$	Interest Rate %	CUSIP No. 192090
2017*	145,000	4.50	EC8
2019**	315,000	5.00	EE4
2021**	345,000	4.50	EG9
2025**	790,000	4.50	EL8

*Partial redemption of mandatory redemption amount due under term bond stated maturity 9/1/17.

**Term bonds, stated maturity.

Notice is further given that funds necessary to pay the redemption price for each such bond will be available at the place of payment on the redemption date and interest on such bonds shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said bonds the principal of and interest accrued thereon to the redemption date.

The Bonds will be due and payable at the following address:

Wells Fargo Bank, National Association

TAX WITHHOLDING

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003, paying agents making payment of principal on municipal securities will be obligated to withhold 28% of the payment of principal to holders who have failed to provide the paying agent with a valid Taxpayer Identification Number. Holders of the above-described securities will avoid such withholding by providing a certified Taxpayer Identification Number when presenting securities for payment.

*No representation is made as to the correctness of the CUSIP numbers indicated in the Redemption Notice or any Bond.

Given by order of the City Council of the City of Coeur d'Alene, Kootenai County, State of Idaho, this ____ day of _____, 201_.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Paying Agent

By: _____
Its: _____

Section 6.2. Notice of Defeasance of Refunded Bonds.

Within thirty (30) days of defeasance of the Refunded Bonds, the Escrow Agent, in its role as paying agent for the Refunded Bonds, is hereby authorized and directed to i) give notice of the defeasance of the Refunded Bonds to the holders thereof according to the provisions of the 2006 Bond Ordinance, and ii) to file notice of defeasance of the Refunded Bonds with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system (EMMA), or such other nationally recognized municipal securities information repository recognized by the Securities and Exchange Commission from time to time, in substantially the following form, with bracketed text as applicable:

NOTICE OF DEFEASANCE

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

GENERAL OBLIGATION FUNDING AND REFUNDING BONDS, SERIES 2006

DATED August 1, 2006

NOTICE IS HEREBY GIVEN to the holders of the General Obligation Funding and Refunding Bonds, Series 2006, maturing as set forth below (the "Refunded Bonds") of the City of Coeur d'Alene, Kootenai County, State of Idaho (the "City"), and more particularly described as:

Maturity Date	Principal Amount \$	Interest Rate %	CUSIP No. 192090
2017*	145,000	4.50	EC8
2019**	315,000	5.00	EE4
2021**	345,000	4.50	EG9
2025**	790,000	4.50	EL8

*Partial redemption of mandatory redemption amount due under term bond stated maturity 9/1/17.

**Term bonds, stated maturity.

that pursuant to an Escrow Agreement between the City and the undersigned Paying Agent as Escrow Agent dated _____, 2015, moneys have been deposited with the Escrow Agent to pay debt service on the Refunded Bonds when due or upon call for redemption, at the price equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, in

accordance with their terms and the terms of the Bond Ordinance of the City pursuant to which the Refunded Bonds have been issued.

In accordance with the terms of the Bond Ordinance of the City pursuant to which the Refunded Bonds were issued, the Refunded Bonds and the interest accrued thereon are deemed to have been paid.

Dated _____, 2015.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, Paying Agent

By: _____
Its: _____

**ARTICLE VII.
COMPENSATION OF ESCROW AGENT**

By execution hereof the Escrow Agent acknowledges receipt of the sum of \$_____ for services rendered and to be rendered by it, except for the costs of publishing the notices of defeasance and redemption, which Issuer agrees to reimburse the Escrow Agent, pursuant to the provisions of this Escrow Agreement in payment of all fees and compensation of the Escrow Agent, and the Escrow Agent expressly acknowledges that it is not entitled to a lien, nor shall it ever assert a lien, on any monies of the Issuer held by it pursuant to this Escrow Agreement. The Escrow Agent hereby agrees that such compensation arrangements have been made to the satisfaction of the Escrow Agent.

**ARTICLE VIII.
AMENDMENTS TO THIS ESCROW AGREEMENT**

The Escrow Agent and the Issuer recognize that the owners of the Refunded Bonds have a beneficial interest in the money and the monies to be held in the Escrow Account in trust by the Escrow Agent pursuant to this Escrow Agreement. Therefore, this Escrow Agreement shall be subject to revocation or amendment only for the purposes of clarifying an ambiguity in the duties and obligations set forth hereunder, or altering the reporting or other ministerial obligations of the Escrow Agent to the Issuer.

**ARTICLE IX.
NOTIFICATION OF DEFICIENCY**

The Escrow Agent shall give the Issuer prompt notice if the Escrow Agent shall determine there are or will be insufficient money to make the payments specified in Section 4.2

hereof, and the Issuer shall deposit with the Escrow Agent additional sums of money required to correct such deficiencies.

**ARTICLE X.
SUCCESSOR ESCROW AGENT**

The obligations assumed by the Escrow Agent pursuant to this Escrow Agreement may be transferred by the Escrow Agent to a successor if (a) the Escrow Agent has presented evidence satisfactory to the Issuer and its bond counsel that the successor meets the requirements of Idaho Code Section 57-504, as now in effect or hereafter amended; (b) the successor has assumed all the obligations of the Escrow Agent under this Escrow Agreement; and (c) all money then held by the Escrow Agent pursuant to this Escrow Agreement have been duly transferred to such successor.

Any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**ARTICLE XI.
INDEMNIFICATION**

To the extent permitted by law, the Issuer hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the Issuer or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Account, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant hereto, the retention of such securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Issuer shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the material breach by the Escrow Agent of the terms of this Escrow Agreement. In no event shall the Issuer or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this ARTICLE XI. The indemnities contained in this ARTICLE XI shall survive the termination of this Escrow Agreement.

The Escrow Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer of any of its obligations, or to protect any of the Issuer's rights under any bond proceeding or any of the Issuer's other contracts with or franchises or privileges from any state, county, municipality or other governmental agency or with any person. The Escrow Agent shall not be liable for any act done or step taken or omitted by it, or for any mistake of fact or law, or for anything which it may do or refrain from doing, except for its negligence, willful misconduct, or its default in the performance of any obligation imposed upon it hereunder.

If the Escrow Agent renders any service hereunder not provided for in this Escrow Agreement, or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or institutes interpleader proceedings relative hereto, the Escrow Agent shall be compensated reasonably by the Issuer for such extraordinary services and reimbursed for any and all claims, liabilities, losses, damages, fines, penalties and expenses, including out-of-pocket and incidental expenses and legal fees and expenses occasioned thereby.

Recitals herein and in the Bond Ordinance shall be taken as statements of the Issuer and not considered as made by, or imposing obligations or liability upon, the Escrow Agent.

ARTICLE XII. MISCELLANEOUS

In the event any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. If any portion of this Escrow Agreement is amended, severed or revoked, the Issuer agrees to notify and provide draft copies of any amendatory documents to any rating agency, if any, with a current rating on the 2015B Bonds and Supplemental Coupon prior to such action.

Execution of this Escrow Agreement by the Escrow Agent shall constitute written acknowledgment by the Escrow Agent of its receipt from the Issuer of all monies to be deposited into the Escrow Account specified herein.

This Escrow Agreement may be executed in several counterparts, each of which shall be regarded as the original and all of which shall constitute one and the same Escrow Agreement.

[The remainder of this page has been left blank intentionally.]

This Escrow Agreement shall be governed by the laws of the State of Idaho.

Dated as of the day and year first above written.

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

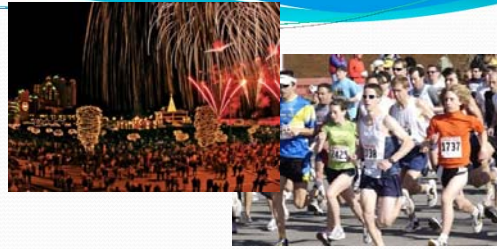
By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Vice President



PARADES & SPECIAL EVENTS A Review of Costs/Fees/Operations



Decision Point

- Keep Status Quo; and/or
- Consider option to have more than one event per day (low impact only); and/or
- Recommend staff to research specific areas of concern and bring back recommendations; and/or
- Recommend staff bring back a fee increase.



Number of Parades/Special Events and Fee Schedule

	Number of Events	Low	Med	High Impact
• 1990:	9	\$100		
• 2003:	26	\$100	\$200	\$500
• 2010:	50	\$100	\$200	\$500
• 2014:	61	\$125	\$250	\$625

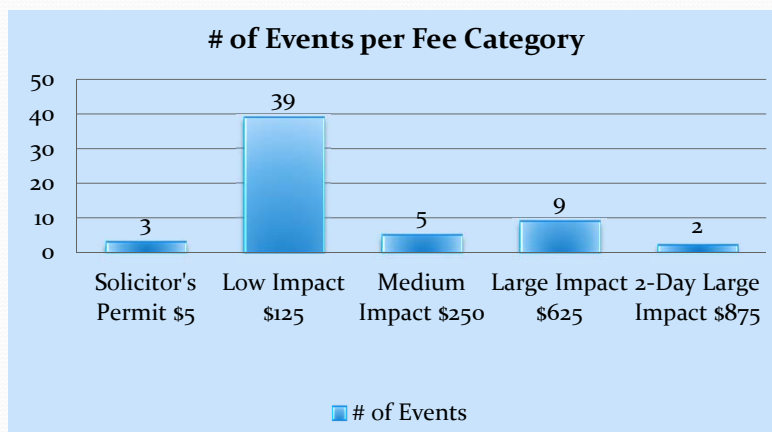
- High, Medium, Low Impact, Variables: Length in Blocks, Number of Hours, and/or Participants



2015: **52** events already planned (11 high impact)

**** Ironman is a negotiated Contract so it is not included in this review**

Parades & Special Events



Cost to the City

(All Parades/Special Events **Overtime Only**)

Total Annual City Cost (approximately): **\$106,842**

- Police: \$59,495.00 (2012/2013)
- Streets: \$15,036.00
- Fire: \$32,011.00 (2014)
- Parks: \$300.00 (bleachers)

Total Fees Collected (2014): **\$13,515.00**

High Impact, Major Cost Events

11 Events Out of 61 Account for Over 49% of the City's Support Costs (**overtime**):

- Car d'Alene: \$6,581.64
- 4th of July: \$25,499.35 (66% PD's Costs)
- Christmas Lighting Parade: \$4,872.42
- Street Fair: \$975.00
- MS Walk: 750.33
- CDA Triathlon: \$5,937.86
- CDA Fondo: \$356.50
- CDA Marathon: \$2,592.38
- Race the River Triathlon: \$2,656.55
- Spring Dash: \$1,702.43
- Race for the Cure: \$57.50

Total: **\$51,981.93**

More Than One Event Per Day

Sometimes a small event is desired on the same day as another event.

- Homecomings for each High School (30 minute events, same routes)
- CDA 2030 1 block road closure during Farmer's Market
- Block watch street closure not near other events

Staff would be supportive of **low impact** events occurring on the same day.

Cost Control - Options Considered

- Status Quo
- Shift Logistical Burden to Event Sponsors
- Increase Fee Schedule
- Cost Reduction Best Management Practices (BMPs)
- Add a Charge for Events With An Entry Fee
- Combination/Hybrids of Above Options

Cost Control – Options Considered

- **Event Sponsors Shoulder Burden of Event-Related Direct Logistics** : Currently large event sponsor have been taking on more flagging and have accepted trash pickup, Port-a-Potties (Could add in the rental of barricades, cones, etc.).
- **Fire** – Can not contract out their services and would recommend covering their costs through overtime budgeting
- **Police** – Recommends an option wherein the event organizer for non-city sponsored events pay either to the City directly or through an outside off-duty entity the costs related to event.

Cost Control - Options Considered

- Shift Logistical Burden to Event Sponsors
 - Some items already shifted; port-a-potties, private flaggers for large events; trash clean up; barricade placement and monitoring.
- Increase Fee Schedule
 - Current fee is \$125 for low impact; \$250 for Medium; and \$625 for high
- Cost Reduction Best Management Practices (BMPs)
 - I.E., Not placing barricades on overtime

Possibilities – Already implemented

- **Event Sponsors Shoulder Burden of Event-Related Direct Logistics** : Currently large event sponsor have been taking on more flagging and have accepted trash pickup, Port-a-Potties (Could add in the rental of barricades, cones, etc.).
- **Adopt BMP Mindset** During Planning Meetings to Help Manage Costs (Downtown Association places barricades for low impact events; Streets to take on more)

Possibilities – Not yet implemented

- **Charge Fees Per Day** - Per Ordinance, Only 1 Event Per Day (e.g., Car d' Lane is 2 Days, so we charge 2 Event Fee days) (~ 20 more low impact events **est. \$2,500 Added Revenue**)
- **Increase Fees** to \$200, \$400, and \$1,000? (~ **est. \$7,050 Added Revenue**)
- **Out of Town Entities** – Pay More? Double Fee?
- **Revenue Generating Events** – Add a Surcharge?
- **Events Extending Past 8PM** – Add Impact Charge (x2?)

Decision Point



- Keep Status Quo and/or;
- Consider option to have more than one event per day (low impact only) and/or;
- Recommend staff to research specific areas of concern and bring back recommendations and/or;
- Recommend staff bring back a fee increase.

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: July 21, 2015
TO: City Council
FROM: Tami Stroud, Planner
SUBJECT: **A-2-15-** Annexation of a +/- 9.33 acre portion of former railroad property near Highway 95 and extending to the Hubbard Street right-of-way.

APPLICANT: City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

OWNER: BLM
3815 Schreiber Way
Coeur d'Alene, ID 83815

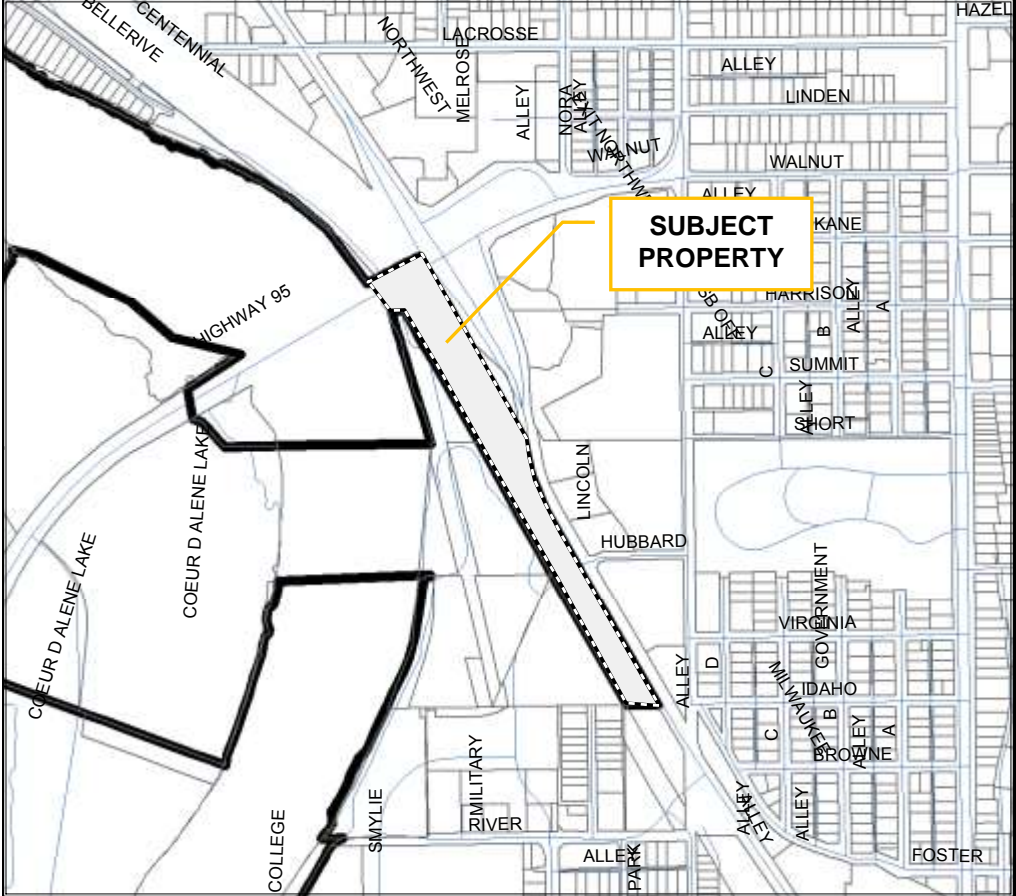
ZONING REQUEST:

The City of Coeur d'Alene is requesting zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/ acre) zoning district. The property is more specifically described as a portion of former railroad property near Highway 95 and extending to the Hubbard Street right-of-way.

DECISION POINT:

City of Coeur d'Alene is requesting approval of Zoning in conjunction with Annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre) zoning district.

Property map:



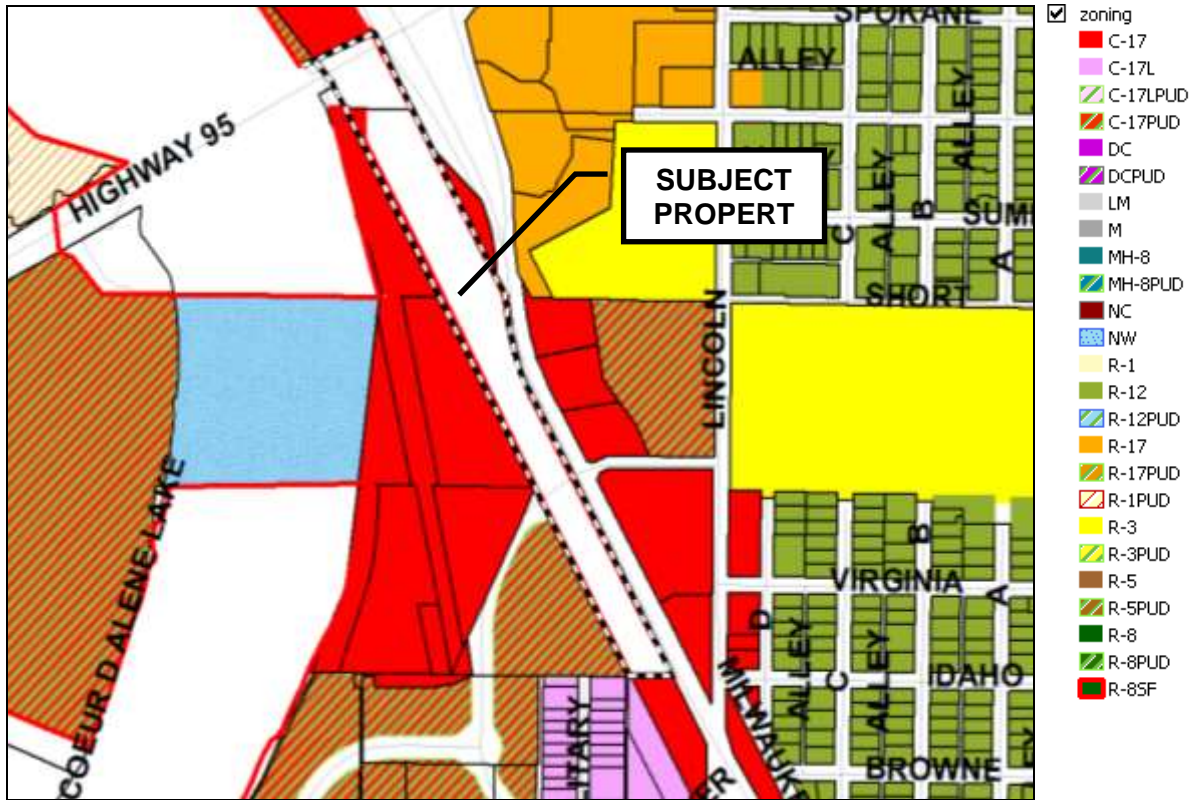
ANNEXATION MAP:



A. SITE PHOTO LOOKING NORTH TOWARD HIGHWAY 95:



E. Zoning:



Purpose and Intent:

The requested C-17 zoning district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. It should be located adjacent to arterials; however, joint access developments are encouraged:

Uses permitted by right:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Cluster housing (as specified by the R-17 District).
4. Multiple-family (as specified by the R-17 District).
5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
14. Hospitals/health care.
15. Professional offices.
16. Administrative offices.
17. Banks and financial institutions.
18. Personal service establishments.

19. Agricultural supplies and Commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.

38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

Uses allowed by special use permit:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Veterinary hospital. 2. Warehouse/storage. 3. Custom manufacturing. 4. Extensive impact. 5. Adult entertainment sales and service. | <ol style="list-style-type: none"> 6. Auto camp 7. Residential density of the R-34 district as specified 8. Underground bulk liquid fuel storage-wholesale 9. Criminal transitional facility 10. Wireless communication facility |
|---|---|

Evaluation:

1. The requested zoning for the subject property is C-17. The C-17 (Commercial) zoning district is consistent with the neighboring properties.

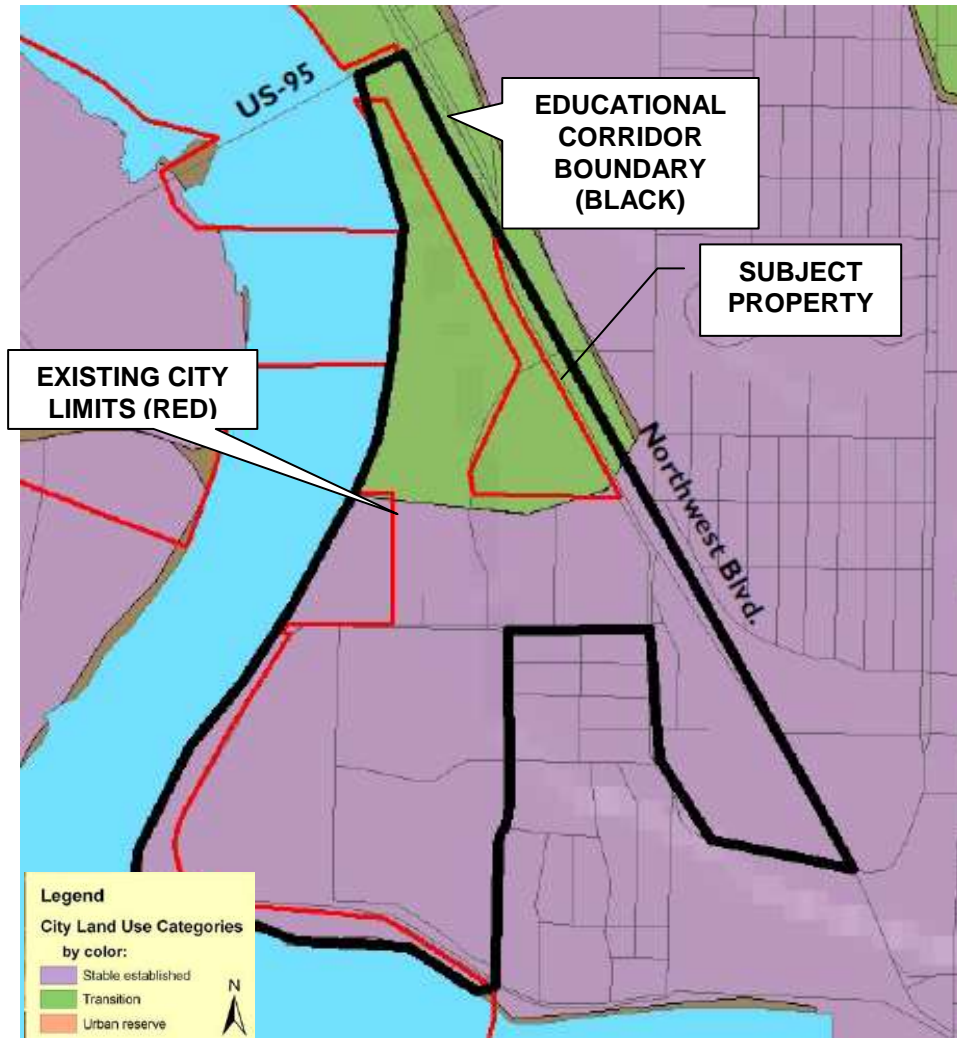
REQUIRED FINDINGS:

A. Annexation findings

Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES

Please refer to the Comprehensive Plan map and evaluation on the following pages.

D. 2007 Comprehensive Plan – Stable Established – **Educational Corridor:**



Transition:
These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots, and general land use are expected to change greatly within the planning period.

Education Corridor Today:

The Education Corridor is made up of multiple institutions of higher learning and is adjacent to the Coeur d'Alene wastewater treatment plant, the DeArmond Lumber Mill, the Spokane River shoreline, and the Fort Grounds residential neighborhood.

The DeArmond Lumber Mill, owned by the Stimson Lumber Company, produces approximately 70 million board feet of dimension lumber each year. The mill is accessed by truck via Northwest Boulevard and by the Burlington Northern Santa Fe (BNSF) Railway. Stimson will operate this lumber mill until 2008 or 2009 before it is closed and the site converted to educational and residential uses. Over time, the lumber mill is planned to be removed and/or relocated to a more compatible location. The property on which the mill is located will be included in the education corridor study. The DeArmond Mill utilizes water transportation on Lake Coeur d'Alene in order to move its logs down the St. Joe River. This method of log transport has been used on the lake for over 100 years. The logs are towed in brails along the length of the lake by tugboat to the mill. The DeArmond Mill is the last mill on the lake to rely in part on water transport of its logs and is also the last working sawmill in Coeur d'Alene.

The wastewater treatment plant has been at its present location since 1939. This facility is expanding to accommodate growth and provide more intensive treatment of wastewater. Effluent from the plant is discharged into the Spokane River.

Education Corridor Tomorrow:

The Education Corridor is becoming an important asset to our community as institutions of higher learning continue to grow in this area. A study looking at future land use patterns in the Education Corridor is currently underway. This study should provide the needed framework to ensure compatibility with the existing neighborhoods, wastewater treatment plant, shoreline, and the planned higher educational uses.

The characteristics of the Education Corridor will include:

- An increasing number of uses related to the provision of higher education that are suitable in scale and density with the existing surrounding uses.
- Ensuring connectivity is maintained and improved throughout the corridor to provide multi-modal transportation options.
- Retaining and increasing trees and landscaping.

Significant policies:

➤ **Objective 1.11 – Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

➤ **Objective 1.12 – Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ **Objective 1.13 –Open Space:**

Encourage all participants to make open space a priority with every development and annexation.

➤ **Objective 1.16 - Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

➤ **Objective 2.05 – Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

➤ **Objective 3.13- Parks:**

Support the development, acquisition, and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

➤ **Objective 3.14 - Recreation:**

Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.

Evaluation:

The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.

SEWER:

The Wastewater Utility has no objections to this Annexation as proposed. The public sewer main is located within the subject property. Any wastewater conditions will be addressed during the Project Review process, and at that time, determine capacity based upon the proposed use.

-Comments submitted by Mike Becker, Utility Project Manager

WATER:

There is generally sufficient supporting water system infrastructure and capacity in the area to provide adequate domestic service, irrigation and fire flow to the area proposed for annexation. When more specific development information is provided, staff will determine if additional infrastructure installation will be required to provide service directly to the property to be annexed.

-Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

TRAFFIC & STREETS:

The area proposed for annexation is abandoned railroad right-of-way that extends from the northerly right-of-way of US Highway 95, to the northerly boundary of the Taylor's Park, extended easterly. There are no roadway connections to this portion of abandoned rail property, although, it does parallel Northwest Boulevard for a portion of the area of request. Taken together with previously annexed portions of rail property, there would be numerous intersections to allow access to the property.

Evaluation:

Annexation of this portion of rail property eliminates the gap in the portions of right-of-way that have been previously annexed, thus allowing for a unified development of the property. Subsequent development of the area, whether it be recreational, commercial or residential, will bring about a traffic element that does not currently exist due to the undeveloped nature, however, the presence of numerous street connections over the entire railway length will allow for multiple points of access for ingress/egress and parking that would be addressed at the time of development on the property.

STORMWATER:

Annexation of the subject property will not directly impact stormwater. Any stormwater requirements will be addressed during the Building Permit process. The Engineering Department has no concerns with the proposed annexation.

-Submitted by Chris Bates, Engineering Project Manager

FIRE:

The International Fire Code (IFC) and Life Safety Code are applicable to occupancy uses. With an annexation, the degree of IFC or Life Safety Code requirements are dependent on the occupancy use, type of construction, degree of fire protection and access. Without knowing the occupancy use, the Fire Department is unable to define the degree of applicable IFC and Life Safety Codes that will pertain to the project.

At the least, the Fire Department works with the Engineering and Water Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents:

Fire department access to the site (road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development Permit, utilizing the currently adopted International Fire Code (IFC) and Life Safety Code for compliance.

-Submitted by Bobby Gonder, Fire Inspector

Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.

The subject property is a +/- 9 acre strip of former BNSF railroad property near Highway 95 and extending to the Hubbard Street right-of-way.

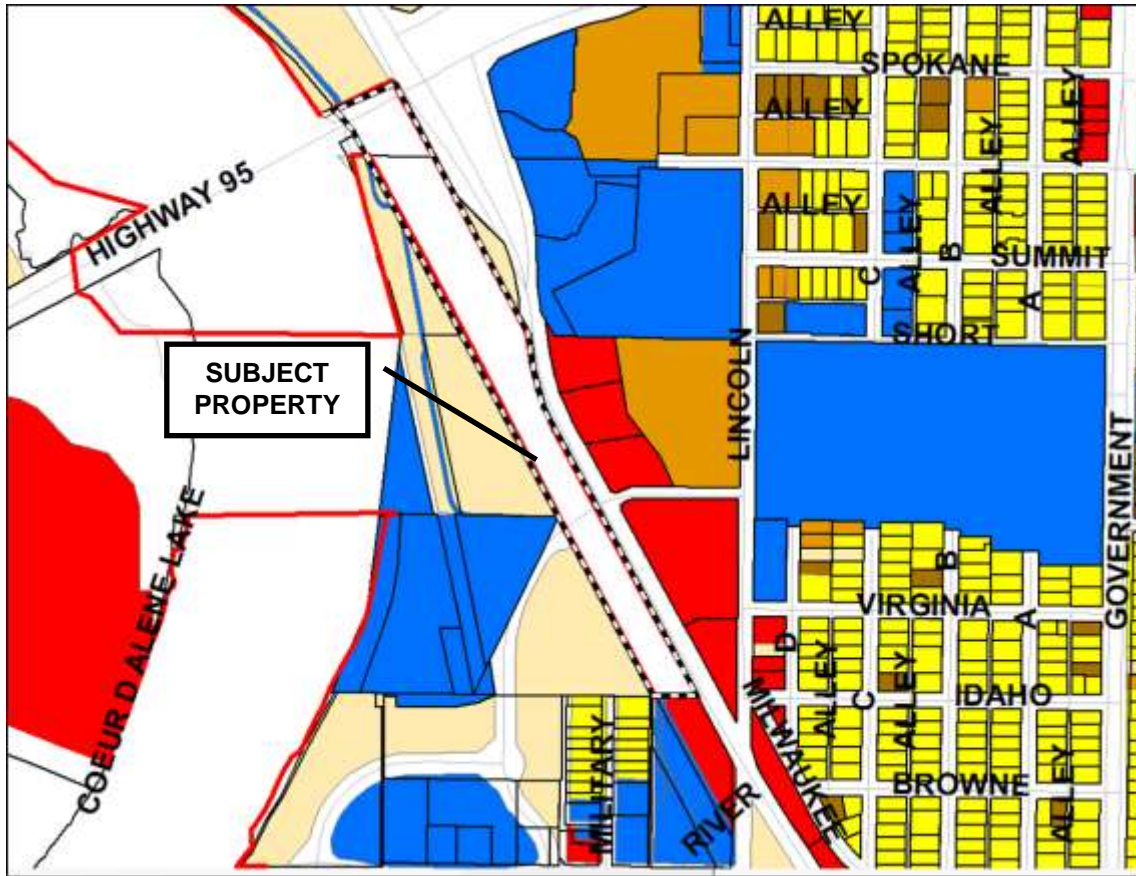
Evaluation:

The physical characteristics appear to be suitable for the request at this time and the topography would not preclude development of the property.

Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.

B. Generalized land use:

Please refer to the land use map and evaluation on the following page.



Evaluation:

The subject property was previously the site of the Burlington Northern Railroad property and is now vacant. The property runs parallel with Northwest Boulevard. The city is working on a lease with BLM and intends to create open space, parks, pedestrian and bicycle connections and other public spaces.

The subject property is adjacent to Northwest Boulevard, which is designated as a minor arterial. The surrounding uses are, civic and commercial. The Wastewater Treatment Plant, North Idaho College and LCSC/BSU Extension Center are located to the west are civic uses. The property to the west of the site is zoned C-17 (Commercial at 17 units/acre).

PROPOSED RECOMENDATIONS FOR AN ANNEXATION AGREEMENT:

Conditions are not placed on annexations, but are negotiated as part of any annexation agreement, or, required as part of any development for the subject property.

ORDINANCES AND STANDARDS USED IN EVALUATION:

- Comprehensive Plan - Amended 2007.
- Transportation Plan
- Municipal Code.
- Idaho Code.
- Wastewater Treatment Facility Plan.
- Water and Sewer Service Policies.

Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.
Coeur d'Alene Bikeways Plan
Kootenai County Assessor's Department property records
Resolution No. 09-021, Complete Street Policy

ACTION ALTERNATIVES:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice.

Applicant: City of Coeur d'Alene
Location: Burlington Northern Railroad
Request: A proposed annexation from County Industrial to City C-17
LEGISLATIVE (A-2-15)

Ms. Stroud presented the staff report. There were no questions for staff.

Karen Hansen stated that she lives on Military Drive and is concerned how this annexation will affect the future of the alley that she uses to access her garage. The garages are located on the east side of the property. She explained that when North Idaho College bought the land, the college provided a temporary turnaround on the property so people would have access to get to their garage. Her concern is what will happen to this temporary access if this annexation is approved.

Mr. Wilson explained that this issue does not have anything to do with the request that is presented tonight and after the hearing he will give Ms. Hansen the number of the person to contact in the city that could answer her questions regarding this issue.

Motion by Ward, seconded by Fleming, to approve Item A-2-15. Motion approved.

ROLL CALL:

Commissioner Fleming	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Rumpler	Votes	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 6 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on June 9, 2015 and there being present a person requesting approval of ITEM A-2-15, a request for zoning prior to annexation from County Industrial to City C-17.

APPLICANT: CITY OF COEUR D' ALENE

LOCATION: +/- 9.33 ACRE PORTION OF FORMER RAILROAD PROPERTY NEAR HIGHWAY 95
AND EXTENDING TO THE HUBBARD STREET RIGHT-OF-WAY

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS
RELIED UPON**

- B1. That the existing land uses are single-family, commercial and civic uses.
- B2. That the Comprehensive Plan Map designation is Educational Corridor.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on May 23, 2015, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 74 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 22, 2015.
- B7. That public testimony was heard on June 9, 2015.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Objective 1.11 – Community Design: Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

Objective 1.16 – Connectivity: Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.

Objective 1.13- Encourage all participants to make open space a priority with every development and annexation.

Objective 2.05 – Pedestrian & Bicycle Environment: Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on comments from the various departments in the staff report.
- B10. That the physical characteristics of the site do make it suitable for the request at this time because it meets the criteria for the following; Topography, Streams, Wetlands, Rock outcroppings and vegetative cover.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses based on staff comments.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of THE CITY OF COUEUR D'ALENE for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

There are none.

Motion by Ward, seconded by Ingalls, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Messina	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.



CHAIRMAN BRAD JORDAN

Please cut here

1. If you would like to send in a comment, please use this portion of the notice and return to the Planning Department office before Monday, July 20, 2015 at 5:00pm

&/or 2. Phone or visit our office (769-2231) with your concerns or questions.

&/or 3. Fax your comments to (769-2284).

&/or 4. Email your comments to renata@cdaid.org

&/or 5. Come to the public hearing.

*I live on Hubbard and
this is too dense zoning
for the region it will
destroy the - the draw
of Coeur d'Alene
by taking away
ambiance in the
near waterfront area. Linda Karl*

ITEM A-2-15

Comments

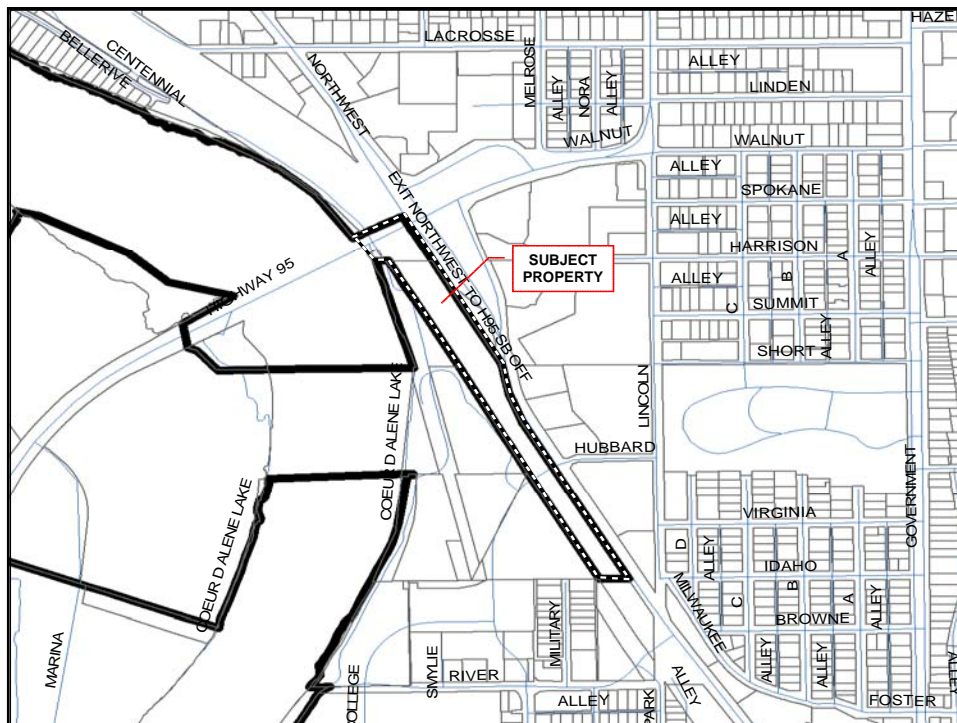
*see reverse this is too dense
zoning it will destroy the character
of Coeur d'Alene near the waterfront
I am against it!
Linda Karl MD*

(I live off Hubbard Street)

A-2-15: Requested Zoning in conjunction with Annexation for a +/- 9.33 acre strip of former Burlington Northern Railroad right-of-way

DECISION POINT:

City of Coeur d'Alene is requesting the approval of zoning in conjunction with annexation for a +/-9.33 acre strip of former Burlington Northern Railroad right-of-way from County Industrial to City Commercial C-17 zoning district.





A-2-15: Requested Zoning in Conjunction with Annexation for a +/- 9.33 acre strip of former Burlington Northern Railroad right-of-way

Required Findings for an Annexation:

Finding #B8:
That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.

Finding #B9:
That public facilities and utilities (are) (are not) available and adequate for the proposed use.

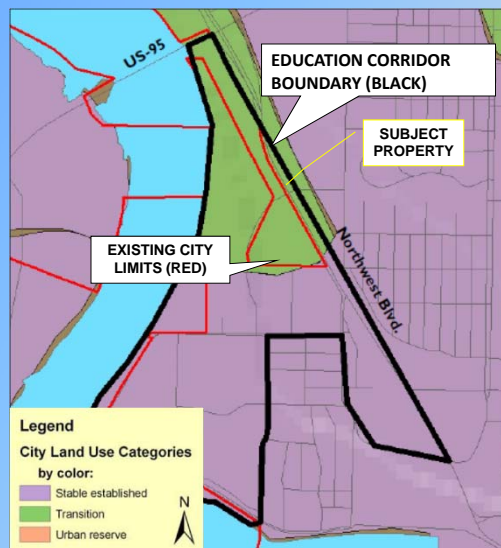
Finding #B10:
That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

Finding #B11:
That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land

2007 COMPREHENSIVE PLAN- Education Corridor

Required Findings for an Annexation:

Finding #B8: That this proposal (is) (is not) in conformance with the Comprehensive Plan policies.



2007 COMPREHENSIVE PLAN- Education Corridor

Transition:

These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots, and general land use are expected to change greatly within the planning period.

Stable Established:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots, and general land use are not expected to change greatly within the planning period.



2007 COMPREHENSIVE PLAN- Education Corridor

Education Corridor Tomorrow:

The Education Corridor is becoming an important asset to our community as institutions of higher learning continue to grow in this area. A study looking at future land use patterns in the Education Corridor is currently underway. This study should provide the needed framework to ensure compatibility with the existing neighborhoods, wastewater treatment plant, shoreline, and the planned higher educational uses.

The characteristics of the Education Corridor will include:

- An increasing number of uses related to the provision of higher education that are suitable in scale and density with the existing surrounding uses.
- Ensuring connectivity is maintained and improved throughout the corridor to provide multi-modal transportation options.
- Retaining and increasing trees and landscaping.

A-2-15: Requested Zoning in Conjunction with Annexation for a +/- 9.33 acre strip of former Burlington Northern Railroad right-of-way

Required Findings for an Annexation:

Finding #B9:

That public facilities and utilities (are) (are not) available and adequate for the proposed use.

STORMWATER:

Annexation of the subject property will not directly impact stormwater. Any stormwater requirements will be addressed during the Building Permit process. The Engineering Department has no concerns with the proposed annexation.

FIRE:

The International Fire Code (IFC) and Life Safety Code are applicable to occupancy uses. With an annexation, the degree of IFC or Life Safety Code requirements are dependent on the occupancy use, type of construction, degree of fire protection and access. Without knowing the occupancy use, the Fire Department is unable to define the degree of applicable IFC and Life Safety Codes that will pertain to the project.

At the least, the Fire Department works with the Engineering and Water Departments to ensure the design of any proposal meets mandated safety requirements for the city and its residents:

Fire department access to the site (road widths, surfacing, maximum grade and turning radiuses), in addition to, fire protection (size of water main, fire hydrant amount and placement, and any fire line(s) for buildings requiring a fire sprinkler system) will be reviewed prior to final plat recordation or during the Site Development Permit, utilizing the currently adopted International Fire Code (IFC) and Life Safety Code for compliance.

-Submitted by Bobby Gonder, Fire Inspector

TRAFFIC & STREETS:

The area proposed for annexation is abandoned railroad right-of-way that extends from the northerly right-of-way of US Highway 95, to the northerly boundary of the Taylor's Park, extended easterly. There are no roadway connections to this portion of abandoned rail property, although, it does parallel Northwest Boulevard for a portion of the area of request. Taken together with previously annexed portions of rail property, there would be numerous intersections to allow access to the property.

Evaluation:

Annexation of this portion of rail property eliminates the gap in the portions of right-of-way that have been previously annexed, thus allowing for a unified development of the property. Subsequent development of the area, whether it be recreational, commercial or residential, will bring about a traffic element that does not currently exist due to the undeveloped nature, however, the presence of numerous street connections over the entire railway length will allow for multiple points of access for ingress/egress and parking that would be addressed at the time of development on the property.

-Submitted by Chris Bates, Engineering Project Manager

SEWER:

The Wastewater Utility has no objections to this Annexation as proposed. The public sewer main is located within the subject property. Any wastewater conditions will be addressed during the Project Review process, and at that time, determine capacity based upon the proposed use.

-Comments submitted by Mike Becker, Utility Project Manager

WATER:

There is generally sufficient supporting water system infrastructure and capacity in the area to provide adequate domestic service, irrigation and fire flow to the area proposed for annexation. When more specific development information is provided, staff will determine if additional infrastructure installation will be required to provide service directly to the property to be annexed.

-Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

A-2-15: Requested Zoning in Conjunction with Annexation for a +/- 9.33 acre strip of former Burlington Northern Railroad right-of-way

Required Findings for an Annexation:

Finding #B10:

That the physical characteristics of the site (do) (do not) make it suitable for the request at this time.

The physical characteristics appear to be suitable for the request at this time and the topography would not preclude development of the property.

A-2-15: Requested Zoning in Conjunction with Annexation for a +/- 9.33 acre strip of former Burlington Northern Railroad right-of-way

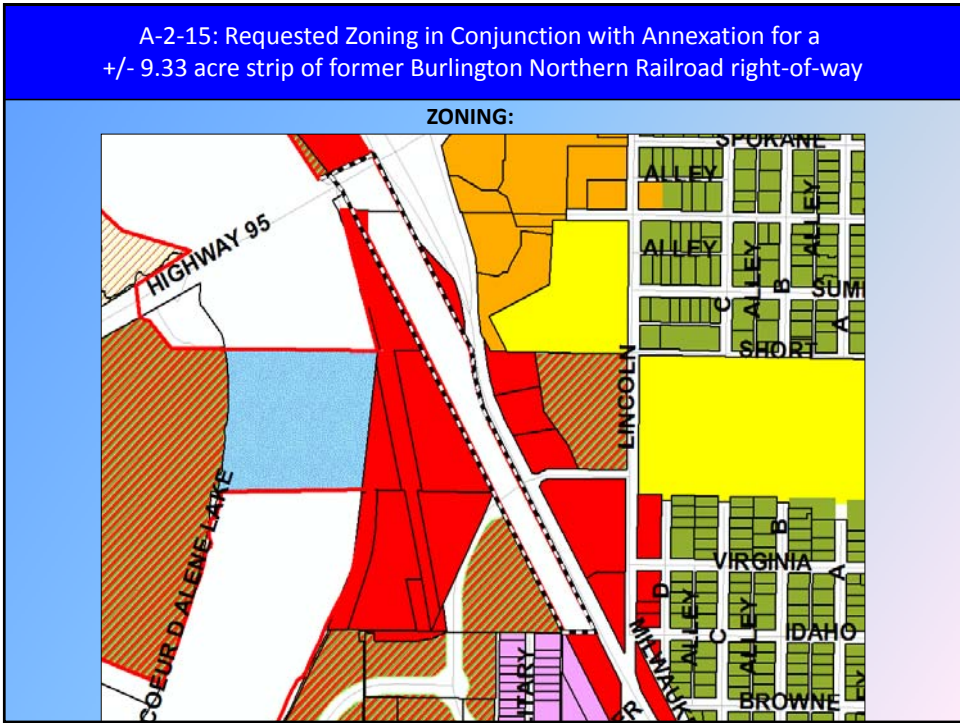
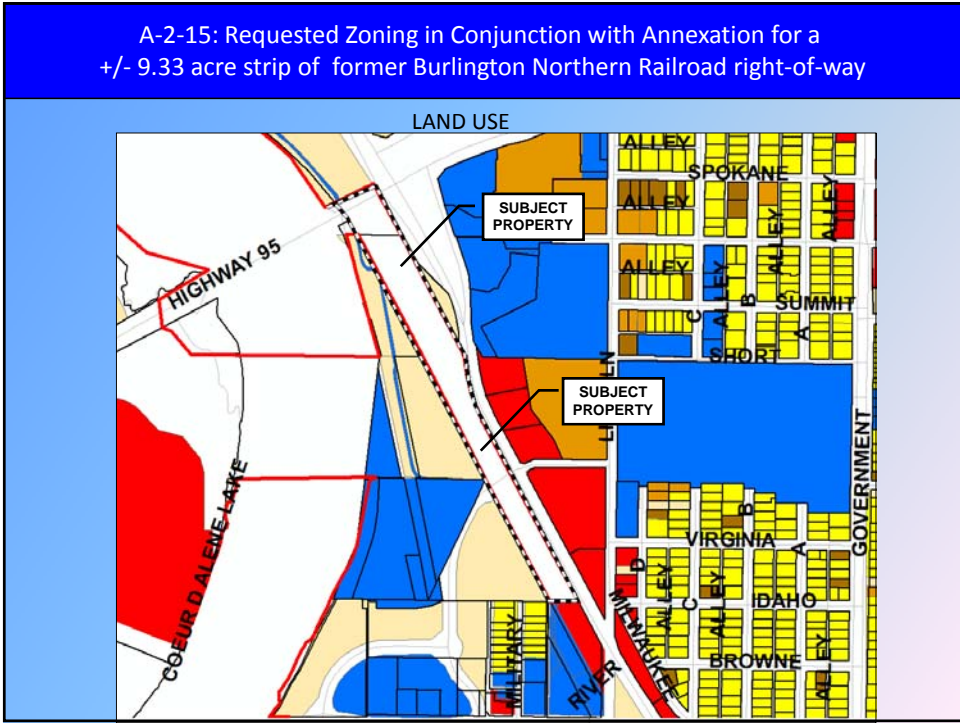
Required Findings for an Annexation:

Finding #B11:

That the proposal (would) (would not) adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, (and) (or) existing land uses.

The subject property was previously the site of the Burlington Northern Railroad property and is now vacant. The city is working on a lease with BLM and intends to create open space, parks, pedestrian and bicycle connections and other public spaces.

The subject property is adjacent to Northwest Boulevard, which is designated as a minor arterial. The surrounding uses are, civic and commercial. The Wastewater Treatment Plant, North Idaho College and LCSC/BSU Extension Center are also located to the west .



A-2-15: Requested Zoning in Conjunction with Annexation for a
+/- 9.33 acre strip of former Burlington Northern Railroad right-of-way

ACTION ALTERNATIVES:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice.

Thank you!



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

**PUBLIC WORKS COMMITTEE
MINUTES
July 13, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Don Keil, WW Asst. Supt.
Jim Hammond, City Administrator
Dennis Grant, Eng. Proj. Manager
Mike Becker, WW Proj. Manager
Troy Tymesen, Finance Director
Tim Martin, Street Supt.
Keith Erickson, Comm. Coordinator

**Item 1 Surplus and Disposal of a 1988 Compost Mixing Unit
Consent Calendar**

Don Keil, Assistant Wastewater Superintendent, presented a request for council to declare one SSI (Sludge Systems International), Model 500 compost mixing unit, as surplus city property and authorize staff to dispose of it.

Mr. Keil stated in his staff report that this mobile mixing unit was provided as part of the original 1988 Montgomery/Watson Compost Facility construction. This unit was used at the city's composting site at the end of Julia Street and provided mixing of the bulking agent (bark) with the biosolids (sludge) for many years. It's hard, daily use declined after the 1992 Phase II Compost Facility was completed but was retained as a backup. During the next 10 years it was used only on occasion. It is no longer of any functional value and has broken and rusted components. The unit is over 25 years old and the current value is unknown. The disposal of the unit will have no financial impact to the city, as it has been fully depreciated since about 2008.

MOTION: Motion by Miller, seconded by Gookin, to recommend that council approve Resolution No. 15-035, declaring the 1988 SSI (Sludge Systems International), Model 500 compost mixing unit as surplus city property and authorizing staff to dispose of it. Motion carried.

Discussion: Councilmember Gookin asked if the motor could be salvaged. Mr. Keil responded probably not, but they will probably take some offers on it.

Motion carried.

**Item 2 V-15-1: Vacation of the Water Easement in the Riverstone West Silver Plat
Consent Calendar**

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, Advanced Technology Surveying, Inc., acting as the representative for SRMFRC, LLC requesting the vacation of a 20' existing water line easement located in Lot 1, Block 1 of the Riverstone West Silver Plat.

Mr. Grant stated in his staff report that the water line easement on the subject property was installed with the Riverstone West Silver Plat in 2014. In 2015, a boundary line adjustment was recorded to accommodate development of the property. There is no financial impact to the city, and no additional tax revenue would be generated by the vacation because it is an easement and not property in fee. With the new configuration of the lots, the easement is not required due to the proposed apartments being built over the water line easement.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve the request to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and recommend Council set a public hearing for August 18, 2015. Motion carried.

Item 3 Sole Source Procurement of IPEX, Inc. Vortex Flow Insert Consent Calendar

Mike Becker, Wastewater Utility Project Manager, requested that the city council declare that IPEX, Inc. is the sole vendor of the B-Interceptor Project's sewer drop structure energy dissipating equipment, and to authorize the Wastewater Utility to immediately publish a notice in the newspaper for the intent to procure this equipment from the sole source manufacturer.

Mr. Becker stated in his staff report that During FY 2014 the Wastewater Utility worked with JUB Engineers to evaluate five (5) different alternative concepts to dissipate the destructive energy of a vertical drop at Sanitary Sewer Manhole M1-09, located at the intersection of 8th Street and Young, which is located in the McEuen lower parking lot. Based on field observations, the destructive energy from the drop, combined with the corrosive nature of splashing sewer has corroded the steel drop structure and severely deteriorated the concrete walls inside the manhole. The manhole requires immediate rehabilitation and the steel structure to be removed before it breaks apart falling into the M-Interceptor and creating a sewer blockage.

The evaluation of the alternatives concluded that a Vortex Flow Insert offered the least production of gases, shortest construction time, lower project cost, and reduced long-term operation and maintenance efforts. It also offered the greatest extended warranty period at no additional cost (5 year). After an exhaustive research of other technologies, the IPEX Vortex Flow Insert was considered to have no functional equivalent under this project's design constraints and should be considered eligible for sole source procurement.

The Vortex Flow Insert is part of the B-Interceptor Project which is presently out to bid with a possible award date as early as August 28th. The Vortex Flow Insert has an 8-week delivery time where the contractor could take delivery as early as October 30th. As with all City projects, the street is required to be paved before winter and the local asphalt plants typically close around Thanksgiving. If approved by Council, sole source procurement would ensure the Vortex Flow Insert is here as early as September 18th.

Mr. Keil noted that this project was budgeted in 2013 at \$800,000. Through iterations they have brought the price down to 634,000.

Councilmember Miller asked how long the vortex technology has been in use. Mr. Becker said that they consulted with several municipalities back east that use the technology and it has been out for about 3 years. It is typically used for stormwater applications during peak events. He doesn't see any reason why it won't function in the same manner for sanitary sewer. Mr. Becker noted that none of the municipalities he contacted have used it for sanitary sewer; however, there are no parts than can corrode, rot out, or deteriorate. He also noted that the city will receive an extended 5 year warranty. The typical warranty is

2 years, but they requested 5 years because they are using it as more of a remediation means of keeping a manhole in place, whereas other municipalities tend to use it as a conveyance. Mr. Becker said that they had IPEX do a sanitary sewer model in October, 2013 and the results were the same as for stormwater.

Councilmember Miller asked if the company is providing testing and monitoring of any kind. Mr. Becker said that part of the agreement is that they will be on site when it is installed and also will assist the Wastewater crew with any maintenance training.

Mr. Becker explained that before they realized that there was a potential of not taking delivery this fiscal year, he had asked the utility department to roll over a portion of the budget into the next fiscal year. Now, they will roll part of that budget back to this year to pay the anticipated amount for 2015, with a small rehab portion that will be rolled over to 2016.

Councilmember Gookin asked about plans for diverting traffic, etc. Mr. Becker said they have discussed with their consultants the rehabilitation of the manhole at 8th & Young and essentially believe it can all be completed within a week, which would have minimal impact to traffic if done early in the spring. There should be no impact on the neighbors and there are accessible routes in other directions away from the intersection, and the flows will be managed through the 9th Street manhole intersection.

Mr. Becker said that installation costs would be roughly a little over \$19,000 based on the engineer's estimates. They will see what the actual amount will be when conduct the bid opening at the end of the month.

Councilmember McEvers asked how many manholes in town have that big of a drop. Mr. Becker said that the City of Coeur d'Alene has numerous drops, but they are not major interceptors such as the one at 8th & Young. The vortex drop is made of thick PVC pipe and will self-clean due to the vortex action. Mr. Becker also confirmed that the legal department has determined that this qualifies as a sole source procurement.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Resolution No. 15-035, authorizing the sole source expenditure for a Vortex Flow Insert from IPEX, Inc. and authorizing the Wastewater Utility to immediately public a notice in the newspaper for the intent to procure the equipment from the sole source manufacturer. Motion carried.

The meeting adjourned at 4:30 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 5/31/2015	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2015
<u>General-Designated</u>	\$404,258	\$3,271	\$45,161	\$362,367
<u>General-Undesignated</u>	6,018,258	3,813,893	5,196,995	4,635,156
<u>Special Revenue:</u>				
Library	64,037	26,110	119,610	(29,463)
CDBG	-	14,013	14,319	(306)
Cemetery	(4,525)	25,650	25,678	(4,553)
Parks Capital Improvements	260,978	57,781	18,739	300,020
Impact Fees	3,811,144	70,494	80,000	3,801,638
Annexation Fees	5,078			5,078
Insurance	(158,975)	26,165	471	(133,281)
Cemetery P/C	1,754,784	8,280	27,964	1,735,100
Jewett House	33,936	5	2,575	31,366
Reforestation	17,735	207	250	17,692
Street Trees	229,301	7,232	3,752	232,781
Community Canopy	1,676			1,676
CdA Arts Commission	1,480	5,109	534	6,055
Public Art Fund	71,593	10	11,720	59,883
Public Art Fund - LCDC	374,237	53	15,200	359,090
Public Art Fund - Maintenance	122,281	17	1,467	120,831
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,064,472	21,190		1,085,662
LID Guarantee	34,429	177		34,606
LID 130 Lakeside / Ramsey / Industrial Park	48,444		47,745	699
LID 149 4th Street	1,005			1,005
<u>Capital Projects:</u>				
Street Projects	(195,393)	302,073	338,157	(231,477)
<u>Enterprise:</u>				
Street Lights	34,194			34,194
Water	(156,792)	379,638	445,401	(222,555)
Water Capitalization Fees	3,612,526	88,722		3,701,248
Wastewater	5,351,761	706,741	830,509	5,227,993
Wastewater-Reserved	936,045	27,500		963,545
WWTP Capitalization Fees	5,128,383	229,948		5,358,331
WW Property Mgmt	60,668			60,668
Sanitation	(169,982)	355,652	90,697	94,973
Public Parking	(236,345)		14,837	(251,182)
Drainage	360,600	89,733	102,967	347,366
Wastewater Debt Service	1,013,318	142		1,013,460
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	176,549	220,764	176,561	220,752
LID Advance Payments	3,238		692	2,546
Police Retirement	1,397,064	16,946	42,474	1,371,536
Sales Tax	2,453	2,803	2,453	2,803
BID	148,344	32,670	20,000	161,014
Homeless Trust Fund	325	471	325	471
GRAND TOTAL	\$31,622,581	\$6,533,460	\$7,677,253	\$30,478,788

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 NINE MONTHS ENDED
 June 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2015	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$225,227	\$167,698	74%
	Services/Supplies	11,800	7,640	65%
Administration	Personnel Services	245,263	164,412	67%
	Services/Supplies	49,620	52,784	106%
Finance	Personnel Services	642,985	475,478	74%
	Services/Supplies	92,760	76,002	82%
Municipal Services	Personnel Services	1,058,369	758,900	72%
	Services/Supplies	479,731	372,769	78%
	Capital Outlay	14,500	14,500	100%
Human Resources	Personnel Services	203,529	141,741	70%
	Services/Supplies	43,400	27,489	63%
Legal	Personnel Services	1,377,493	1,012,759	74%
	Services/Supplies	98,853	51,596	52%
Planning	Personnel Services	511,938	350,806	69%
	Services/Supplies	38,050	26,344	69%
Building Maintenance	Personnel Services	320,587	220,131	69%
	Services/Supplies	159,515	98,359	62%
	Capital Outlay			
Police	Personnel Services	10,161,453	7,328,751	72%
	Services/Supplies	913,287	766,822	84%
	Capital Outlay	141,720	201,131	142%
Fire	Personnel Services	7,846,872	5,621,786	72%
	Services/Supplies	418,836	216,253	52%
	Capital Outlay		1,026	
General Government	Services/Supplies	49,150	49,207	100%
	Capital Outlay		1,065,384	
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		11,810	
	Capital Outlay			
COPS Grant	Personnel Services	169,690		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	25,710		
	Capital Outlay			
Streets	Personnel Services	1,864,947	1,309,928	70%
	Services/Supplies	575,130	419,143	73%
	Capital Outlay	75,500	207,719	275%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2015	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	226,757	159,720	70%
	Services/Supplies	38,900	(1,629)	-4%
Engineering Services	Personnel Services	543,375	401,485	74%
	Services/Supplies	744,450	474,000	64%
	Capital Outlay			
Parks	Personnel Services	1,302,194	855,437	66%
	Services/Supplies	475,250	299,576	63%
	Capital Outlay	92,500	97,553	105%
Recreation	Personnel Services	627,711	404,390	64%
	Services/Supplies	142,130	103,167	73%
	Capital Outlay	26,500	24,902	94%
Building Inspection	Personnel Services	810,926	603,977	74%
	Services/Supplies	31,131	23,029	74%
Total General Fund		<u>32,877,739</u>	<u>24,663,975</u>	<u>75%</u>
Library	Personnel Services	1,077,761	780,873	72%
	Services/Supplies	189,350	121,729	64%
	Capital Outlay	120,000	85,742	71%
CDBG	Services/Supplies	359,966	109,074	30%
Cemetery	Personnel Services	145,526	116,889	80%
	Services/Supplies	98,664	49,733	50%
	Capital Outlay	40,000	39,586	99%
Impact Fees	Services/Supplies	194,956	176,885	91%
Annexation Fees	Services/Supplies	117,000	117,000	100%
Parks Capital Improvements	Capital Outlay	244,000	227,072	93%
Insurance	Services/Supplies	420,000	350,616	83%
Cemetery Perpetual Care	Services/Supplies	97,500	72,721	75%
Jewett House	Services/Supplies	67,089	43,285	65%
Reforestation	Services/Supplies	2,000	5,035	252%
Street Trees	Services/Supplies	65,000	22,804	35%
Community Canopy	Services/Supplies	1,500	2,361	157%
CdA Arts Commission	Services/Supplies	6,750	447	7%
Public Art Fund	Services/Supplies	210,600	66,313	31%
Total Special Revenue		<u>3,457,662</u>	<u>2,388,165</u>	<u>69%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2015	PERCENT EXPENDED
Debt Service Fund		<u>1,249,015</u>	<u>225,552</u>	<u>18%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
June 30, 2015

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2015	PERCENT EXPENDED
Seltice Way Design	Capital Outlay	530,000	5,036	1%
Seltice Way Sidewalks			7,000	
Front Avenue Project	Capital Outlay		62,699	
Govt Way - Hanley to Prairie	Capital Outlay	2,300,000	2,232,609	97%
Levee Certification	Capital Outlay	362,500	216,498	60%
I-90 Curb Ramps	Capital Outlay	65,000		
3rd / Harrison signal	Capital Outlay			
Atlas Road Widening	Capital Outlay			
Kathleen Ave Widening	Capital Outlay			
Total Capital Projects Funds		3,257,500	2,523,842	77%
Street Lights	Services/Supplies	535,600	361,380	67%
Water	Personnel Services	1,844,726	1,334,426	72%
	Services/Supplies	4,196,929	927,793	22%
	Capital Outlay	2,284,300	1,224,745	54%
Water Capitalization Fees	Services/Supplies	700,000		
Wastewater	Personnel Services	2,440,897	1,747,413	72%
	Services/Supplies	6,527,764	1,749,836	27%
	Capital Outlay	3,714,470	2,212,551	60%
	Debt Service	2,026,641	532,519	26%
WW Capitalization	Services/Supplies	1,913,000		
Sanitation	Services/Supplies	3,560,334	2,509,832	70%
Public Parking	Services/Supplies	220,839	111,987	51%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	133,179	78,132	59%
	Services/Supplies	610,930	254,616	42%
	Capital Outlay	435,000	318,635	73%
Total Enterprise Funds		31,144,609	13,363,865	43%
Kootenai County Solid Waste		2,200,000	1,506,645	68%
Police Retirement		183,920	124,949	68%
Business Improvement District		186,000	80,000	43%
Homeless Trust Fund		5,500	3,395	62%
Total Fiduciary Funds		2,575,420	1,714,989	67%
TOTALS:		\$74,561,945	\$44,880,388	60%