



Coeur d'Alene

CITY COUNCIL MEETING

April 16, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) disability and family status; and

WHEREAS, it has been 45 years since the enactment of the 1968 Act and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

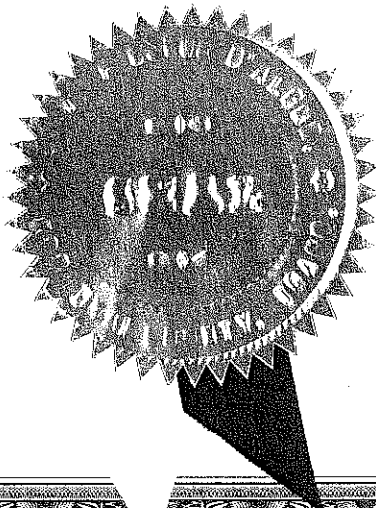
WHEREAS, the City of Coeur d'Alene supports the efforts of the many organizations, housing and service providers working toward affirmatively furthering fair housing;

NOW, THEREFORE, I SANDI BLOEM, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2013 as

"FAIR HOUSING MONTH"

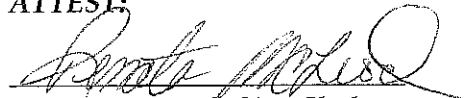
In Coeur d'Alene, Idaho and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 16th day of April, 2013.




Sandi Bloem, Mayor

ATTEST:


Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

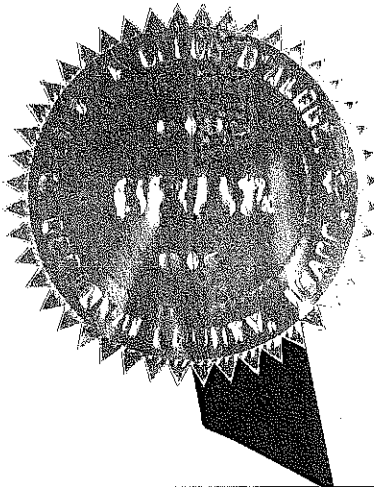
WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Coeur d'Alene has been recognized as Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways; and

NOW, THEREFORE, I SANDI BLOEM, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the week of April 21st to April 27th, 2013 as

"CELEBRATION OF ARBOR DAY WEEK"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 16th day of April, 2013.



Sandi Bloem
Sandi Bloem, Mayor

ATTEST:

Renata McLeod
Renata McLeod, City Clerk

PROCLAMATION

WHEREAS, emergencies can occur at any time that require law enforcement, fire or emergency medical services; and

WHEREAS, when an emergency occurs it is the prompt response of law enforcement officers and firefighter personnel that are critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers and firefighter personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone the Kootenai County 9-1-1 Center; and

WHEREAS, Emergency Communications Officers are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Emergency Communications Officers are the single vital link for our law enforcement officers and firefighter personnel by monitoring their activities by radio, providing them information and insuring their safety, and

WHEREAS, Emergency Communications Officers of the Kootenai County 9-1-1 Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each Emergency Communications Officer has exhibited compassion, understanding, professionalism, and displayed tireless efforts during their assigned shifts in the past year;

NOW, THEREFORE, I Sandi Bloem, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April 14th through April 20th, 2013, to be

"NATIONAL TELE-COMMUNICATOR'S WEEK"

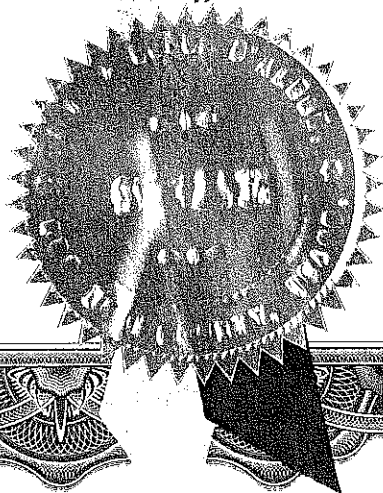
In Coeur d'Alene, in honor of the men and women whose diligence and professionalism keep our personnel, City and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 16th day of April, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk



CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING
OF THE COEUR D'ALENE CITY COUNCIL
HELD ON MARCH 28, 2013 AT 12:00 NOON
IN THE LIBRARY COMMUNITY ROOM

The Mayor and Council met in a continued session at the Library Community Room on March 28, 2013 at 12:00 Noon, there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

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

Denny Davis, Chairman)
Rod Colwell) Lake City Development Corporation Representatives
Justin Druffel)
Dave Patzer)
Brad Jordan)
Scott Hoskins)
Tony Berns)

Jim Elder) LCDC Members Absent
Al Hassel)
Deanna Goodlander)

Jon Ingalls) Members of City Staff Present
Renata McLeod)
Troy Tymesen)
Mike Gridley)
Judy House)

Mayor Bloem opened the meeting and invited Lake City Development Corporation (LCDC) Executive Director Tony Berns to begin the discussion of the agenda items. Chairman Davis stated that this was an opportunity to provide the City and the citizens an update of the Board's priorities.

LCDC Strategic Priorities - Mr. Berns presented a description of their two districts, the Lake District and the River District. He provided an overview of the vision and mission of LCDC and mentioned that a similar detailed presentation was made on February 5, 2013 to the City Council and that video is available on the city web page.

a. Education: They have funded public ADA improvements to the Sorensen and School. They continue to have a focus on the Higher Education Campus, the four-corner area and potential student housing. The four-corner area is the area surrounding Memorial Field, the County campus, the Human Rights building, previous Johnson Warehouse, and the old Kerr oil site. LCDC strategically purchased properties along Lincoln Way (renamed to Park Avenue) to have the ability to add those properties to the old BNSF railroad right-of-way property for a combined redevelopment of that area. Councilman McEvers asked if LCDC considered the infrastructure within the Higher Education Campus as completing their commitment or if they had additional plans for that area. Chairman Davis stated that they do not have any plans to build buildings, as they understand that the three education institutions are planning to seek funding for the buildings. However, they want to stay at the table and hear opportunities as they arise. Chairman Davis stated that they do not have specific plans for the properties along Park Avenue; they have considered open space, student and/or faculty housing, and some other type of private housing development. They will discuss this further at their April strategic planning meeting. Mayor Bloem asked for clarification regarding the four-corners planning. Chairman Davis stated that they are looking at a broad footprint in master planning the four-corner area and are looking at including the old BNSF right-of-way area long Northwest Boulevard up to the Riverstone development.

Commissioner Jordan asked if there was any movement with BLM regarding the disposition of their property. Mr. Gridley stated that the City has submitted a Lease Application through the Recreation and Public Purposes Act. As part of the application process, the City is required to submit a master plan for the area. The City has met with NIC and they have expressed interest in the property. The Parks and Recreation Commission have offered to take the lead in meeting with stakeholders to begin that master planning process. Simultaneously, NIC and the City have agreed to jointly pursue a Congressional Gift of the land for community use. Councilman McEvers stated that there are restrictions through the lease, including that it cannot be used commercially. Mr. Gridley stated that civic facilities and uses are allowable; however, if it were a Congressional Gift there would not be use restrictions. Commissioner Jordan stated that some citizens have asked about the removal of the track and why the City did not leave them in for future light rail; however, the old tracks are not suited for newer uses. Commissioner Hoskins asked if the Lease Agreement would have a set time line requirement for the installation of new uses/facilities. Mr. Gridley stated that he is unaware of time constraints for the master planning process and the term of the lease would not be less than five years and no more than 25 years. BLM has been supportive of this property coming to the community for community use. Councilman Edinger asked for clarification as to what needs to be sent to BLM, and if it would include the four-corners. Mr. Gridley clarified that the only plan that needs to go to BLM would be what is planned for the BLM property that will be leased to the City. Councilman Edinger asked about the carousel and the field of dreams going into the four-corner area. Mr. Gridley stated that it is time for the community to look at all the options for the property; however, it will be difficult to put any commercial activities on the BLM land. Councilmember Kennedy stated that the Parks and Recreation Commission had stated that they would have time to facilitate the discussion of the stakeholders.

b. Workforce Housing: Mr. Berns reported that LCDC has collaborated with Whitewater Creek Development in the River District to provide rental housing. Additionally they are looking for a mixed use/housing opportunity in the Midtown area. Councilman Kennedy thought that the last discussion on Midtown was to follow up with the neighborhoods. Mr. Berns stated that there have been some attempts to meet with the neighborhood but they have not received a response indicating they would like to proceed. Commissioner Jordan stated he was at the previously held community meeting and the neighborhood stated that they would not mind housing for seniors but not family rentals. He believes that Midtown is a good location for senior housing.

Councilman Gookin stated that he received an email from a citizen who stated that there was a lot of LCDC funding spent in Midtown and then it appeared LCDC went away. Councilman Gookin stated that he would have preferred for the area to grow organically. The citizen suggested that LCDC consider relaxing the sidewalk fees and restrictions to allow more activities on the empty lots. Mr. Berns stated that there have been efforts to start a Midtown business association; however, only two business owners regularly attended the meetings. Councilman Gookin suggested that the downtown model may not work in Midtown, and that he would support relaxing any fees/restrictions to motivate commercial activity. Commissioner Davis stated that LCDC is open to suggestions, and at one point, they talked to groups about outdoor markets, but there has not been follow through. He clarified that LCDC does have authority over sidewalks, but they are open to discussions of use of the parking lot. Mr. Berns stated that some Midtown stakeholders tried a First Saturday open market and the first one did not succeed. Councilman McEvers stated that the residents also have a stake in Midtown and that the commercial businesses seem to be going well; however, the residents have a lot to say about noise and what use they want in their backyard. He asked if LCDC sees this area workforce housing as different from Riverstone. Chairman Davis stated that the original plan was all right; however, the condominium model would not financially work, and the rental model was not desirable to the neighbors. Commissioner Jordan stated that he remembers that in the 1980's the citizens wanted to know when they would get revitalization in Midtown, so this has been going on for some time. LCDC is willing to collaborate and bring in a critical mass. Councilman Gookin suggested that the Museum or the Human Rights Institute move to Midtown. He believes that providing housing using governmental dollars is competing with the private sector, when LCDC could help the nonprofit instead. A Museum is neutral and would potentially help build up the neighborhood. One of his objections as to how LCDC has handled downtown is that he believes there were opportunities to directly assist a business owner. For example, when someone wants to change a retail store to a restaurant, they would need about \$80,000 in improvements to make it happen. LCDC could have paid for the improvements, which would stay with the building and increase property taxes. He suggested that LCDC apply that theory to Midtown. Councilman Kennedy stated that he believes that would be problematic for those outside the boundary and that he believes LCDC has increased the number of stores in the downtown due to their investments. He believes that private investment often follows a public investment. Chairman Davis stated he understood the suggestion to be to add resources to an existing building, and with some of the constraints

of building codes and being bound by safety codes, and it would be dependent upon where they put the money. LCDC previously funded facade grants in the downtown and have entered into owner participation agreements for items that the public has access to. LCDC has been criticized for crossing into the private property line, so they try to stay within the public property line. He stated that they are still open to requests and discussions regarding funding opportunities. Mr. Gridley stated that he believes that the money does need to go for a public benefit. Commissioner Jordan stated that they have had many discussions regarding public benefit and they have to be legally cautious. He also stated that he did not believe they could resolve the issue of competing with private business in Midtown. At the community meeting, the biggest opponent did not have a problem with senior housing and they are open to helping the businesses there.

c. Job Retention / Job Creation: LCDC has had partnerships and efforts to facilitate jobs within the Downtown, Northwest Boulevard, Midtown, and the Mill River areas. A current focus area is east of the US Bank Call Center; they are waiting for the owners to determine what they are interested in doing with the property. He provided a copy of a recent LCDC Newsletter that included discussion points regarding job creation. Councilman McEvers asked if in their efforts to create jobs they consider the job's value, whether it is a minimum wage position essentially and how do they approach it. Chairman Davis stated a lot of it is reactive, as they are limited on how they can create jobs, such as with the call center, to be prepared as opportunities arise. They would love higher paying jobs, and they do not have a strict mathematical equation for job creation. Commissioner Colwell said it would be impossible to mathematically dictate, as there are so many parts to a project. Commissioner Jordan said that the call center has higher than minimum wage jobs and that they financed the sewer line on Seltice Way so other opportunities can come forward. Mr. Berns stated that they look at the Higher Education Campus as a long-term opportunity for higher paying jobs. Additionally, they work with Jobs Plus when they can.

d. Public Parking: LCDC has worked with the Downtown Association and Kootenai County and the City regarding downtown parking opportunities. Additionally, they plan for improvements to the Midtown existing lots. The long-term strategy includes the Old Federal building block as a place for structured parking. The Federal Court house building is on the historic register and managed by the State Parks and Recreation Department, so it will continue to stay at that location. Councilman Adams asked how many spaces would be anticipated at the proposed downtown 4th Street facility. Mr. Berns stated they have reviewed a stackable model, a single floor would have 100-150 stalls, with the option to add more floors later, or they could look at a mixed-use option. Chairman Davis stated that they looked at a single floor as one concept at an approximate cost of \$1.5 million and that they have planned for the project prior to the close of the district.

e. Midtown Redevelopment: Mr. Berns stated that the Midtown area has been discussed earlier and reiterated it will continue to be a focus area for LCDC. LCDC still hopes that a team of Midtown stakeholders will form to progress forward.

f. Downtown Vitalization: Mr. Berns stated that the downtown area is still a focus area for LCDC. They are looking at the potential of pocket parks.

g. Public Space: LCDC is currently focusing in on McEuen Park and looking at the potential of “Sherman Park” as a downtown pocket park. Public space successes include the Library, Kroc Center, Prairie Trail, Riverstone Park, and Johnston Park in Mill River. They own a structure at 728 Sherman Avenue, which was acquired to allow the City the option for the connection of 8th Street through to the Library area. They do own the Library parking lot (referred to as the Jameson Asset). They also own several parcels on Young Avenue for future public use and recently discussed using these parcels as potentially boat trailer parking. Councilman Gookin stated that he has received complaints regarding the homes that LCDC owns and the lack of quality, specifically homes at Young Avenue, Sherman Avenue, and Park Avenue and asked if something could be done to clean those properties. Chairman Davis stated that it is an issue of how to manage tenant issues in combination with how much money to invest in the units prior to demolishing the structures. He clarified that the rent does defer some of the cost of purchasing the homes. They did take one house down for the River Avenue relocation, and can consider that when homes are vacated, realizing that they would lose some income. Councilman Gookin stated that he felt that would go a long way with the neighbors. Mr. Berns stated that they have stakeholders in the community that challenge them about not providing enough living accommodations that are more affordable to a certain demographic. Councilman Gookin felt that could be addressed by the Riverstone apartment investment. Councilman Edinger asked if there were college students living in the homes. Mr. Berns stated that there was.

Mr. Gridley wanted to discuss the opportunity of acquisition of the Mill River area BNSF property, as a great place to put in a trail. BNSF owns that land in fee and they are willing to sell the land. There have been previous discussions with LCDC to purchase the BNSF property and reconfigure the park within Mill River. Currently there has been difficulty finding someone to do an appraisal, which is the first step, with the next step being the funding options. Mr. Gridley clarified that there are no restrictions on the property due to BNSF ownership in fee.

DISCUSSION: Councilman Gookin asked how much more increment LCDC is estimating to bring in over its life span. Mr. Berns stated that one could estimate the amount based on the current \$5.3 million value from both districts, as they believe it should hold steady at that amount. Chairman Davis clarified that each District has a different end date. Councilman Gookin felt that the priorities would be better stated as goals, and clarified that these would be the plan for the life of the Districts. Mr. Berns stated that these are the strategic categories and that annually they set goals to achieve certain categories. Councilman Gookin asked the Board if there were any concerns regarding the future. Commissioner Patzer stated that November election is a concern, as Councilman Gookin has gone on the record stating he would end the urban renewal district if he got the right number of votes. Councilman Gookin responded that it was good that they were aware of that.

Councilman Edinger asked if Winco or the new condominium project near Coeur d'Alene North have approached LCDC for funding. Mr. Berns stated that he has had discussions with both, but neither have submitted an application yet.

Mr. Gridley stated that he has briefly talked with Mr. Berns regarding the old Atlas Mill site, owned by Stimson Lumber Company. He understands that Stimson had an option to buy the railroad that runs through their property, which has expired. It is not in the City limits or within the LCDC district, but it is a piece that could connect the trails. He asked if there was support to resolve the railroad issue now, as he believes the property is not being developed due to the railroad dividing property. He is uncertain what the City could do, but possibly write some letters, etc. Commissioner Jordan asked how this property meshes with acquiring the trail land discussed earlier. Mr. Gridley stated that as property comes in for development/annexation, the City would work with the developer to link the trail systems. Councilman McEver asked if the property was annexed would the City require something for the public like a trail. Mr. Gridley stated that generally annexation fees are required and that historically the City has traded those fees for trails and/or park property, which is a part of annexation negotiations. Commissioner Jordan asked for clarification if Mr. Gridley was asking LCDC to acquire the property prior to annexation. Mr. Gridley stated that he was suggesting that they do their best to acquire the BNSF property (located in Mill River between Huetter Road and the western edge of the Old Atlas Mill) right now, as it would make sense for us to control it, and could later sell off edges and pieces. It is important to act now, as once the land is gone it is gone.

Mr. Berns asked Councilman Gookin to clarify what he meant by organic growth in reference to the Midtown discussions. Councilman Gookin stated that is when something happens naturally and the government does not artificially stimulate something with governmental money. Mr. Berns questioned if that meant that he would not support an economic development tool to help cities stimulate growth. Councilman Gookin questioned if Mr. Berns felt there would be no growth if government did not step in. Mr. Berns clarified that it is a tool to keep your community competitive and that these tools are used to help areas that would languish for years otherwise, such as Riverstone. Councilman Gookin stated that there are pros and cons to it, and unless you had a scientific lab where you could test the two, it is hard to justify one versus the other. He stated that the presence of urban renewal does affect property taxes, but wondered if it justifies the cost. He stated that these are philosophical questions and that he is not against urban renewal, he thinks there are a lot of things LCDC has done that he does agree with such as the first phase of Riverstone, the higher education campus infrastructure, as that is exactly what urban renewal should do. There is a lot of potential since urban renewal does exist, if someone came in with a proposal for 200 jobs. However, there are items that LCDC has funded that could have been funded under other means, such as a bond for McEuen. He stated that in the past several years LCDC has been more focused on what he believes it was intended to do, rather than crony capitalism. Councilman Kennedy stated that he does not believe any of this would happen under Councilman Gookin's leadership and that accusing LCDC of crony capitalism is out of line. Councilman Gookin believes that giving money to people who already have a ton of money is crony capitalism.

Motion by Edinger to Adjourn. Mayor Bloem stated that there is another item to be discussed and would call for a 2-minute recess to allow LCDC to adjourn their meeting.

The Mayor called for a two-minute break at 1:24 p.m. The meeting resumed at 1:30 p.m.

**BOND ELECTION ORDINANCE NO. 3461
COUNCIL BILL NO. 13-1008**

AN ORDINANCE CALLING A SPECIAL MUNICIPAL REVENUE BOND ELECTION TO BE HELD FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, THE PROPOSITION OF THE ISSUANCE OF UP TO \$36,365,000 NEGOTIABLE REVENUE BONDS OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO FINANCE CERTAIN IMPROVEMENTS TO ITS WASTEWATER TREATMENT FACILITY SYSTEM, AND PROVIDING FOR THE ISSUANCE AND PAYMENT OF SUCH BONDS AND DESIGN AND CONSTRUCTION OF SAID IMPROVEMENTS.

STAFF REPORT: Mr. Gridley stated that Wastewater Treatment Superintendent Sid Fredrickson would join him in presenting this item. Mr. Gridley stated that the Wastewater Treatment utility has a draft permit regarding the discharge into the Spokane River, which stems from the Clean Water Act, which sets forth standards they must meet. The City has gone to court seeking a Judicial Confirmation but has not received a ruling yet. Councilman Adams has stated that he will appeal a favorable ruling, which could be a yearlong delay that would interrupt the compliance schedule that needs to be met. Therefore, the next option is to seek a bond election vote at the May 21, 2013 election, and the City would need to provide it to the County Clerk by Friday, March 29, 2013. Another option would be to pay for improvements in cash, which would cause a substantial increase in wastewater rates. Mr. Gridley provided a copy of a letter sent to the City of St. Maries regarding violations as an example of what the penalties can be for violating the act.

Mr. Fredrickson provided a brief history of the growth of the plant and the Total Daily Maximum Load (TDML) standards. In 1998, the Washington Department of Ecology listed the Spokane River as impaired. He was a member of a collaborative stakeholders group that met for three years, and when they got to an implementation strategy, Idaho and DEQ were not included. The Spokane River Stewardship Partnership (SRSP) was then formed to advocate for reasonable standards. In 2010, the City filed a lawsuit with EPA. In 2011, the EPA agreed with our model scenarios and agreed that Idaho would have the same discharge standards as Washington, which meant a stay of the lawsuit, which has not been withdrawn. In late 2012, the City received draft permits. He noted that he is in disagreement with the heavy metals loading language included in the draft. In 2013, he received a call from DEQ stating that if he can justify our compliance schedule, it can be included in the permit, which would be a good thing.

Mr. Gridley stated that it is staff's position to move forward with the bond election to prevent any harm. The reality is that daily fines up to \$37,000 could occur against the City. This work was approved as a long-term plan and the best way to insure the City does not have compliance issues or violates the schedule, would be to go to an election in May. It would require 50% plus 1 majority vote for approval. Councilman Edinger stated that this situation should have never happened. He asked if the Judge comes back with a favorable ruling and how long would someone have to file an appeal. Mr. Gridley stated that the person appealing has 42 days after

that decision to appeal and that would be too late to do an election. Councilman Edinger asked if there was an election and the people vote it down, what happens. He clarified that he is in favor of public vote on certain issues, but this is something the City has to do, and with McEuen the City did not have to do that project. Mr. Gridley stated that he could not imagine 50% plus one would not want to meet law, but if it is not approved and the Judicial Confirmation is approved, then the Judicial Confirmation would trump the election. However, the City would have to wait until the appeal is over. The November election would be another option.

Councilman Kennedy asked if he understood correctly that the interest rate would currently be 2% now and 3.5% later. Mr. Tymesen confirmed that to be correct. Councilman Edinger asked what the cost was to have an election in May. Mr. Fredrickson stated that he was not sure of cost, so he estimated \$75,000, which includes attorney cost, information disbursement costs (getting fact sheets out, etc.), and cost of appeal.

Councilman Edinger asked if rates could go up and if the EPA could put a moratorium against new construction. Mr. Fredrickson clarified that a moratorium happened in 1979/1980 through 1982. Councilman Gookin clarified that the \$75,000 is an estimate and the City does not believe it would spend it in its entirety and asked when fines are actually assessed. Mr. Fredrickson explained that the first milestone in the permit is one year after date of permit, which will be to furnish an engineering report. The next large milestone is three years after the permit, which is to furnish the results of a pilot test to DEQ, including the bid, construction, operation of the pilot, and collecting information for one full year. Councilman Gookin clarified that fines would not occur right away. Mr. Fredrickson stated that in one year there could be a compliance penalty; however, he is not too worried about that milestone. The three-year milestone is the greatest concern. In addition, the final date of the permit is expected to be this summer. Councilman Gookin asked if the fines would be phased in. Mr. Fredrickson said in three years, if there were non-compliance, the City would be fined. St. Maries has a three-year history of violations and will be fined and/or they will enter into a settlement agreement. Councilman Gookin stated that the blogs, letters, and newspaper are all over with information and there needs to be an understanding that the City has to stay on top of this requirement. Mr. Gridley reiterated that this is not something that is going away, the City has taken a strong stance by suing the EPA, the Clean Water Act fines are not going to go away, the hammer is there. The treatment facilities need to be built, run, and information needs to be collected. If the City does not get in the ground now, it does not allow for any correcting time if results are not where they need to be. He recommends the City going forward to the May election.

Councilman Edinger stated that he understands that the bond election is to cover the City if there is an appeal. Councilman Kennedy asked if they approve going forward and then the Judge rules in favor of Judicial Confirmation and Councilman Adams decides not to appeal then could the item be pulled from the ballot. Mr. Gridley stated that it would remain on the ballot; however, the election has no effect, it only has an impact if someone appeals the original decision. Councilman Kennedy asked if the presence of opposition at the Judicial Confirmation hearing reduces the chances of approval. Bond Counsel Ms. Quade stated that she believes it does, although she believes that the City has evidence on their side for an ordinary and necessary determination. She reiterated that the appeal process is lengthy. Councilman Adams stated that the other element is that if the City vote to proceed with the election, while the Judge has not

rendered a decision, could the Judge render the petition mute. Ms. Quade stated that the election option is another path, so the Judge would not pull the request for Judicial Confirmation, it would just be two simultaneous paths; one does not invalidate the other.

Councilman Adams asked Mr. Fredrickson about the compliance schedule attached to the Supplemental Affidavit, which states that compliance is no later than ten years after the effective date of the final permit. Mr. Fredrickson stated that there is a one-year milestone, a three-year milestone, a five-year milestone, an eight-year milestone, and then full compliance at the ten-year milestone. Councilman Adams clarified that the City does not have a final permit and that the permit requirements are not finalized, and questioned how the City could finalize the sewer treatment improvements without a final permit and what the final discharge permits would be. Councilman Gookin asked Mr. Fredrickson if he has ever known what they really wanted through any upgrades and if the EPA has ever changed its requirements mid-way through a project. Mr. Fredrickson stated that the EPA has not changed standards; usually the standards are set in the draft permit. The only change he would anticipate in the final permit is that they would include a schedule for the organic. Councilman Adams asked about the clause regarding the immediate discharge requirements upon issuance of the 2013 permit, but felt that the City was already in compliance other than ammonia and phosphorus. Mr. Fredrickson stated that the City is on the edge on CBOD, which is why he is writing a letter for the compliance schedule, if EPA does not give us a compliance schedule the City would have to meet that day one of the final permit. Councilman Adams stated that the City has already issued \$28 million in bonds on the wastewater treatment plant and asked for clarification on how the funds were used. Mr. Fredrickson stated that Phase 4B, included a pump station, headworks, covers for clarifiers, and 5B new digester compliance, admin, lab, and shop. Councilman Adams stated with the next \$36 million plus the \$28, so for \$64 million what Million Gallons a Day (MGD's) would the City achieve. Mr. Fredrickson stated that they would achieve Tertiary treatment for up to 5 million gallons a day. Councilman Adams asked if the City wanted to get to 6 MGD and how much more that would cost. Mr. Fredrickson clarified that it would be approximately \$6 or \$7 million more and to get to our build out amount it would be 12 MGD. Councilman Adams asked if Mr. Fredrickson estimated that the cost of \$75 million would get the City to where it needs to be for a 100,000 population. Mr. Fredrickson stated that it would depend on density and he would estimate it to serve approximately a 60,000 population.

MOTION by Kennedy seconded by McEvers to approve ordinance 3461, an Ordinance calling a special municipal revenue bond election to be held for the purpose of submitting to the qualified electors of the City of Coeur d'Alene, Kootenai County, Idaho, the proposition of the issuance of up to \$36,365,000 negotiable revenue bonds of the City of Coeur d'Alene, Kootenai County, Idaho, to finance certain improvements to its Wastewater Treatment Facility system, and providing for the issuance and payment of such bonds and design and construction of said improvements.

DISCUSSION: Councilman Kennedy reiterated that he regrets that the City has to do this; the questions discussed have been vetted for years by staff and previous City Council. Councilman Gookin noted that the dollar amount listed in Resolution 13-003 is different from the amount listed in the Ordinance proposed today. Ms. Quade clarified that the Judicial Confirmation is about ordinary and necessary, not about the costs. The funding costs and fees include underwriter agencies, required reserves, etc. and the amount in the Ordinance is the maximum

bond amount, which is not what the Judge is determining in Judicial Confirmation. Councilman Gookin asked Councilman Adams if he knows costs will increase, would he be willing to consider withdrawing his appeal. Councilman Adams stated that the Judge has not made a determination yet. Ms. Quade clarified that there will be additional costs; however the cost depends on whether or not the City can still get the DEQ loan. Mr. Tymesen stated that the least expensive money and the least amount of money without any underwriting would be the Judicial Confirmation and that an increased interest rate would be approximately \$8 million; however, not all the money would be used at the same time. Mr. Fredrickson stated that the City are required to have a full-scale pilot with findings at the end of 3 years, then the total development at end of 8 years, with two years for final improvements. He reiterated that not all of the money would be pulled at the beginning; it will be phased over years. Councilman Gookin clarified that from a financial standpoint it would be most favorable for the City to move forward with Judicial Confirmation. He clarified that he is for public vote, but no one showed up at the original hearing and to be fiscally responsible and to look at a lower rate and lower fees, the best way to do it is the Judicial Confirmation. Additionally, he stated that he does not believe that anyone in town would be upset if Councilman Adams would switch his position. Councilman Adams stated that from a principal standpoint he could not compromise the integrity of the Idaho Constitution for a couple of interest points. Councilman Kennedy stated that the Boise case contains a different set of facts, and Councilman Adams is misapplying the facts to this situation. In the Copsey case, it was ordinary but not necessary and was for a parking garage, not like our case that is both ordinary and necessary. He stated that there is a lot of misinformation and it should be clear that it is a different point than the Boise case. Councilman Adams stated that it is arguable that it is ordinary and necessary; however to spend half of the City's annual appropriation is not ordinary. Councilman Gookin thinks Councilman Adams has made his point and that in this case it would be best to move forward and fight the battle another day.

Councilman Edinger reiterated that this situation should have never happened but down the road, he does not want to see taxpayers see a massive increase. The City has fulfilled their obligations with DEQ and EPA, the interest rate on this will never get it any lower. He is going to vote no, because he thinks the City can do it the right way, through Judicial Confirmation. Councilman Kennedy voted the same way the other night, but does not want a misunderstanding of state law to prohibit what is the right things for the citizens (unless Councilman Adams rescind his promise of appeal). He expressed that he was concerned that someone else could appeal, so he will vote for the Ordinance in order to give the City options. Mayor Bloem stated that there is a worst-case scenario in which the City moves forward with a vote for the election, and it does not pass. Her concern is the enormous amount of information that the City needs to get out and educate the public by May 21st. In the case that the bond does not pass, it would be the worst case because the City would have to increase rates over five years. She stated that a substantial increase in fees would halt job creation, as the estimated increase in commercial fees would be cost prohibitive for businesses looking at relocation to Coeur d'Alene, as they could get a much lower rate in Post Falls and Hayden. Councilman McEvers feels it comes down to the lesser of two evils and does not want to go to a vote but feels like it is the only choice. Mayor Bloem stated that going to a vote is a protection, as Councilman Adams might say that he won't appeal, yet based on his record of voting one way then reversing it at the next meeting many times in the past, to be safe you better vote.

MOTION: Motion by Edinger to call for the question. Motion carried with Gookin and Adams voting no.

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

MOTION: Motion by McEvers, seconded by Kennedy, to suspend the rules and to adopt Ordinance No. 3461 by its having had one reading by title only.

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

ADJOURNED: Motion by McEvers, seconded by Edinger that, there being no further business before the Council, the meeting be adjourned. Motion carried.

The meeting adjourned at 2:23 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

April 2, 2013

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 April 2, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

CALL TO ORDER: Mayor Bloem called the meeting to order.

PLEDGE OF ALLEGIANCE: Councilman Gookin led the pledge of allegiance.

Amendment to Agenda: Motion by Gookin, seconded by Kennedy to add the Judicial Confirmation item to the agenda. Motion Carried.

Mayor Bloem stated the item would be placed on the agenda before the public hearing.

PROCLAMATION: Councilman Kennedy presented the proclamation for the week of the Young Child April 14-20, 2013. Barbi Harris from the North Idaho Association for the Education of Young Children (AEYC) group accepted the proclamation, which asked that the community support early learning initiatives.

PRESENTATION: AWARD FOR EXEMPLARY ACTION

Fire Inspector Bobby Gonder presented awards to two citizens. He stated that on October 2, 2012 an incident occurred involving a possible cardiac arrest. Avista employees Dan Holden and Shawn Slinkard provided CPR and utilized an AED (Auto External Defibulator) while fire crews were on the way. In recognition of their outstanding action, he presented them with the Award for Exemplary Action.

PRESENTATION: WASTEWATER BOND ELECTION

City Attorney Mike Gridley clarified that the City Council authorized moving forward with an election based on a need to fund improvements to the Wastewater Treatment facility. The May 21, 2013 ballot will include a question to the citizens of whether or not to approve a bond for the

improvement costs. If they vote yes, the City has the option to move forward with long-term financing. If the majority of voters vote no, then the City would have to finance improvements with cash, which would mean that rates would increase to approximately \$70.00 a month for residential use and commercial customers will see an approximately 88% increase.

Dave Clark, Senior Vice President, HDR Engineering, Inc., provided a brief history of the plant as well as regulations pertaining to its operations. The City operates under a Federal NPDES discharge permit. In the Judicial Confirmation request, the Judge found that items proposed are ordinary and necessary and are essential to public health. It is an essential local service and the City has no other option than to discharge the treated wastewater into the river, so it is important to stay in compliance. The permit should be re-issued every five years. The City currently struggles to meet the 1999 and 2004 permit requirements (ammonia and nitrogen). The facility that was built was not built to remove ammonia and nitrogen. He stated that the risk and consequence of noncompliance currently exists and the improvements to the plant are needed to meet ammonia/nitrogen standards. The current permit has been under negotiation since 2007, which includes total daily maximum loads (TDML) and Biochemical Oxygen Demand (BOD). The new permit will include standards that will be some of the most restrictive for phosphorous in the entire country. The requested compliance schedule will provide time to meet the new standards. He clarified that there is a sense of urgency, as the City is currently under risk of noncompliance and is stretching the capabilities of the current facility to meet ammonia/nitrogen or BOD requirements, which could be required as soon as the permit is approved. It is important to start construction this year, in order to establish findings, learn from those findings and make corrections, and perfect the design and size criteria to optimize design criteria. If 5C1 improvements are not completed, the entire facility will have to be larger and the design will be more conservative and more expensive to meet the tighter timeline. While the Judge did not consider the costs as part of the Judicial Confirmation, it would be something the City Council would want to consider. Councilman Kennedy asked how many years the City has been working to meet the standards. Mr. Clark stated that the first trip he made to the City was in 1981, when the City was under a moratorium. Mr. Gridley stated interested group/persons could contact Mr. Fredrickson at 769-2277 for more information.

PUBLIC COMMENTS: Mayor Bloem reminded commenters of the 5 minutes allowance for public comment and that matters should be related to City government business and asked the City Council members to do the same thing during the Council comment period.

Doyles Warehouse: Cindy Palombi, 5317 N. Pinegrove Drive, stated that she felt it was important to have a meeting regarding the sound study (related to Doyle's Warehouse) prior to the expansion being completed. Mr. Gridley stated he contacted the City Engineer for a list of sound study professionals and he is awaiting that list. He also contacted the attorney for Doyles to keep them in the loop. He was considering whether it made sense to do the study before the building is completed or afterward, and that he agrees the neighbors should be involved. He will set a meeting within the next two weeks. Ms. Palombi stated that she agreed that the sound study should come later but would like to meet before the construction is complete.

Open Trench Project: Phil Szmania, 3005 E. Fernan Lake Road, stated that he is concerned that the open trench project originally planned for a line to run along the west side of his house;

however, the current plan would run along his driveway to his shop, which would cause the driveway to be torn up. He would like it on the west side of his property as it was originally planned. Mr. Fredrickson stated that they would find a way to accommodate the west side. Mr. Szmania mentioned that he has been paying for stormwater since 2005 but there are no drains in his neighborhood and he would like reimbursement. Mr. Gridley stated that everyone in the City pays for stormwater, either through a hard pipe or through a swale system and that Mr. Szmania could make a claim against the City, which would have to be within a certain time period and suggested he contact the Legal Department for more information.

Judicial Confirmation: Bjorn Handeen, 914 E. Homestead Avenue, stated that he watched the public disagreements at previous meetings with a heavy heart. Although Judge Luster did not agree with Mr. Adams, it was not unreasonable for Councilman Adams to make his statements, and that Councilman Adams represents thousands of Constitutionals in Coeur d'Alene.

Miscellaneous: Dave Barger, 530 W. Harrison, stated that he has concerns that discussions are fraught with financial concerns. The world is looking at ways to create a quality environment in more ways than one. He believes the financial system is debunked.

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

DISCUSSION: Councilman Gookin thanked the Legal Department for bring the Fernan Quit Claim Deed forward. Councilman Kennedy clarified that information regarding park naming opportunities can be found on the City web page under the Parks Department or directly in the Parks Department office. Councilman Edinger noted that on the March 14th meeting minutes he was noted as present, although he was not.

Motion to amend the motion made by Kennedy, seconded by McEvers to approve the Consent Calendar with the change to the March 14, 2013 Minutes noting Councilman Edinger as Absent.

1. Approval of Minutes for March 14, 2013 and March 19, 2013.
2. Setting General Services and Public Works Committees meetings for Monday, April 8th at 12:00 noon and 4:00 p.m., respectively.
3. CONSENT RESOLUTION NO. 13-021 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 ACCEPTING A QUITCLAIM DEED FROM THE IDAHO TRANSPORTATION DEPARTMENT FOR A 24 FOOT WIDE AND 30 FOOT LONG PIECE OF PROPERTY TO ALLOW ACCESS TO FERNAN LAKE NATURAL AREA; APPROVING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR AUTOMATED RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY CONSORTIUM (ARREST) FOR SHARING LAW ENFORCEMENT INFORMATION; APPROVING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR THE FIRESMART PROJECT MAINTENANCE INSPECTIONS; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PANHANDLE PARKS

FOUNDATION FOR NAMING OPPORTUNITIES IN THE COEUR D'ALENE PARKS; AND AWARD OF BID AND APPROVING A CONTRACT WITH MDM CONSTRUCTION, INC. FOR THE 2013 OPEN TRENCH PROJECT.

4. Approval of digital Evidence Retention System (VIPER) hardware upgrades.

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

COUNCIL ANNOUNCEMENTS:

Councilman Kennedy stated that the Parks and Recreation Commission has been discussing the four-corners project and will be organizing meetings and planning discussions. They are in hopes of having meetings before the end of the month. He wanted to let the community know that if they want to be involved in those meetings they should contact the Parks Department. Mr. Gridley clarified that the planning will include the BLM property to the north of the four-corners.

Councilman Adams stated that he received an email from Mr. Festner and that it would be available in the City Clerks Council Packet file if anyone was interested in viewing it.

Councilman McEvers presented the AVA award won by Jeff Crowe, Bunkhouse Media, who runs our CDA19 Channel, based on the Hero's Plaza video. He congratulated him for the honors. Councilman Kennedy thanked Mr. Crowe and the CDA19 crew for all their hard work.

ADMINISTRATOR'S REPORT: Administrator Gabriel reported that the McEuen 2013 Project has begun and there have been some recent issues regarding parking blocking the boat launch. Signage will be added to clarify the allowable parking areas. On April 8 the shoring along Front Avenue will begin, which is the beginning of the Front Avenue excavation. A tri-fold brochure is being created that will provide helpful information during construction, such as available boat launches during the construction period. Nearly eleven years ago, the Coeur d'Alene City Council passed an Ordinance allowing youth representation on City Boards, Commissions, and Committees. Service on these boards gives students an unprecedented opportunity to learn about city government, special projects, and community needs. If you are interested in serving on a Committee, Commission or board visit www.cdaid.org. The 2013 Summer Arts for Youth program begins in June. This award winning arts program for youth is sponsored by the Coeur d'Alene Arts Commission. Please visit the City website at www.cdaid.org to download the complete brochure. The Coeur d'Alene Arts Commission is seeking artists for the McEuen Park Entry Arch. The arch will be over the main pedestrian entrance to McEuen Park. As the gateway between downtown Coeur d'Alene and the park and lakefront, the Arch will be the first impression many visitors see of the park area. Submission Deadline is May 24, 2013. To download and print the Call to Artists, visit the City website at www.cdaid.org, or call Steve Anthony at 769-2249 for more information. On March 20, 2013, the Idaho Panhandle Kiwanis Club presented a check for \$35,000 to Team McEuen for the purchase of the centerpiece feature of the McEuen Park splash pad that is an interactive sailing ship with water guns and other devices designed for kids to cool off in the summer. Club member Doug Eastwood was instrumental in demonstrating to the Kiwanis Board the value of this donation that will be another signature project for the club (a previous signature project of

the Idaho Panhandle Kiwanis Club was the Fort Sherman playground). This ship will be named and logo'd the SS KIWANIS. Congratulations to Louise Martin of the Coeur d'Alene Police Department for qualifying for the Instructor's Certificate, the most prestigious certificate issued by the Peace Officer Standards and Training Council. The Instructor's Certification indicates that Louise has sacrificed many hours of her own time and devoted herself to upgrading and professionalizing law enforcement in the State of Idaho. She reminded the citizens that a Special Municipal Revenue Bond Election would be held May 21, 2013. Portions of the freedom tree (cuttings) have been removed for planting throughout the park. The City continues to seek ideas for use of the ornaments and dog tags that were hanging on the tree. The City has saved very large portions of the tree for possible use throughout the park. Celebration of the tree was coordinated with Fred McMurray and held as a daylong open house. The plan was for the tree to be removed on Friday at 10:00 a.m.; however, due to some confusion, the Contractor thought the City wanted to pick up the tree remnants at 10:00 a.m.

JUDICIAL CONFIRMATION - Mr. Gridley stated that Judge Luster issued a Memorandum of Decision and Order in the City's petition for Judicial Confirmation that found that the City had authority to enter into a loan agreement for improvements to the wastewater facility, as the improvements were ordinary and necessary. This was the procedure the City Council authorized earlier in the year, which legal counsel considers the appropriate path. Absent any opposition, the City would be authorized to move forward and participate in the DEQ loan program. The opposing party has 42 days to file an appeal. Councilman Gookin asked what would happen if the City moved forward with the bonds since the Judge has given authorization. Mr. Gridley stated that a lender would not enter into an agreement or buy bonds within the 42-day appeal period, knowing there is an opposing party. Once the 42 days expires, or the opposition is withdrawn, the lender would be comfortable making the loan agreement. Councilman Gookin asked for clarification on the timeline and steps involved if the Judicial Confirmation were to be appealed to the Supreme Court. Mr. Gridley stated that one would not have to hire an attorney, but there is a procedure for filing the appeal, then the Supreme Court gives a timeline for filing the reasons for appealing. The City could then respond, and time would be given for a response from the appellant. A court date would then be set for oral arguments. Thereafter, a Judge would render a decision based on the information given. Mr. Gridley stated that he believes that a year would be an accurate timeline, but it could take longer. Councilman Gookin clarified that during that time the City would not get the loan, so the fall back is the election.

Councilman Adams stated that he has reviewed Judge Luster's Decision and was pleased that the Judge did not consider the financing as a part of his analysis. Councilman Adams stated that it has been his position that the economic discussions have no merit on the decision, the Judge's ruling gives him confidence in the decision and analysis of "ordinary and necessary" under Article VIII, Section 3 of the Idaho Constitution. Therefore, he will not be pursuing an appeal and supports moving forward without an election. Mr. Gridley stated that it would be typical for someone to file a Withdrawal of Opposition with Prejudice with the court. Mr. Gridley offered to prepare the needed documentation and explained that withdrawing with prejudice would mean that Councilman Adams would not be able to come back at any point to file an appeal. Councilman Kennedy thanked Councilman Adams for his decision and asked if anyone else had legal standing to file an appeal. Mr. Gridley stated that he believed that Councilman Adams would be the only one with standing for an appeal. Councilman Kennedy clarified that this

would allow the City to move forward without an election and would avoid additional costs. Mr. Gridley clarified that the withdrawal would need to be filed tomorrow to allow time to pull the item from the County ballot.

Motion by Kennedy, seconded by McEvers, to hold a Special Call Council meeting to consider the repeal Ordinance No. 3461 before Friday, April 5, 2013. Motion Carried.

PUBLIC HEARING – AMENDMENTS TO ANNUAL APPROPRIATIONS FOR FISCAL YEAR 2012-2013

STAFF REPORT: Mr. Tymesen stated that Idaho code Section 50-1003 allows the City Council at any time during the current fiscal year to amend the Appropriations Ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. Each year the City adopts amendments to the Appropriations Ordinance. The budget amendment shows increases in expenditures for the McEuen Field project, including the Front Avenue LID, the Ramsey baseball field, the property acquisition of Person and Bryan Field, improvements at Phippeny Park, as well as well as grants in the Fire Department and changes in the Wastewater Utility. Donations received for McEuen Park include funding toward the dog park, tennis court and splash pad with the anticipation of more donations to follow. The amendment includes \$75,000 for the bond election within the Wastewater Utility fund, which will not be spent but will remain in the wastewater fund. Councilman Kennedy asked if those funds will need to be reallocated later. Mr. Tymesen stated that they do not have authorization to spend it, so it will fall to the bottom line within the wastewater fund.

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

**ORDINANCE NO. 3462
COUNCIL BILL NO. 13-1007**

AN ORDINANCE AMENDING ORDINANCE 3449, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 APPROPRIATING THE SUM OF ~~\$72,705,506~~ \$77,176,229, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,470,723; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3449, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$72,705,506~~ \$77,176,229, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County,

Idaho, for the fiscal year beginning October 1, 2012.

Section 2

That Section 2 of Ordinance 3449; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:			
Mayor and Council	\$	220,014	
Administration		399,866	
Finance Department		676,928	
Municipal Services		1,369,649	
Human Resources		241,663	243,963
Legal Department		1,428,897	
Planning Department		475,512	
Building Maintenance		398,419	
Police Department		9,969,692	
Drug Task Force		36,700	

ADA Sidewalks	220,785	
Byrne Grants	149,077	
COPS Grant	69,819	
Fire Department	7,627,429	7,729,672
General Government	192,635	942,635
Engineering Services	1,238,436	3,203,536
Streets/Garage	2,390,303	
Parks Department	1,665,888	
Recreation Department	764,454	
Building Inspection	721,439	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 30,257,605</u>	<u>33,077,248</u>
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,278,960	
Community Development Block Grant	267,325	
Impact Fee Fund	613,133	913,133
Parks Capital Improvements	881,215	1,870,524
Annexation Fee Fund	70,000	
Insurance / Risk Management	264,000	
Cemetery Fund	239,300	
Cemetery Perpetual Care Fund	98,000	
Jewett House	42,000	
Reforestation / Street Trees / Community	68,000	
Arts Commission	7,000	
Public Art Funds	245,000	
TOTAL SPECIAL FUNDS:	<u>\$ 4,073,933</u>	<u>\$ 5,363,242</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 570,050	
Water Fund	7,602,289	
Wastewater Fund	18,996,924	19,326,924
Water Cap Fee Fund	850,000	
WWTP Cap Fees Fund	879,336	
Sanitation Fund	3,285,480	
City Parking Fund	575,957	607,728
Stormwater Management	923,967	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 33,684,003</u>	<u>\$ 34,045,774</u>
FIDUCIARY FUNDS:	\$ 2,538,100	
STREET CAPITAL PROJECTS FUNDS:	770,000	
DEBT SERVICE FUNDS:	1,381,865	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$72,705,506</u>	<u>\$77,176,229</u>

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval, and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

MOTION by Kennedy, seconded by Goodlander, to pass the first reading of Council Bill No. 13-1007.

DISCUSSION: Councilman Edinger will vote against the Ordinance based on comments made at the previous meeting. Councilman Adams stated that he originally thought of this as a type of Federal Appropriations Bill, where additions would be added along the way; however, the Council has already approved these items, so this action is a formality.

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

MOTION by Kennedy, seconded by McEvers to suspend the rules and to adopt Council Bill No. 13-1007 by it having had one reading by title only.

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

ADJOURNMENT: Motion by Kennedy, seconded by Adams to recess to April 4, 2013 at 12:00 Noon in the Old City Council Chambers at City Hall to discuss the repeal of Ordinance 3461. Motion carried.

The meeting recessed at 7:25 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod,
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD IN THE CITY HALL
FORMER COUNCIL CHAMBERS
ON APRIL 4, 2013 AT 12:00 NOON

The Coeur d'Alene met in continued session held at City Hall in the former Council Chambers on April 4, 2013 at 12:00 noon there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

Mike Kennedy [via Phone])
Steve Adams)
Dan Gookin)
Woody McEvers)
Ron Edinger)

Members of City Council Present

Deanna Goodlander)
Members of the City Council Absent

CITY STAFF PRESENT: Wendy Gabriel, Administrator; Renata McLeod, City Clerk; Troy Tymesen, Finance Director; Jon Ingalls, Deputy City Administrator; and Mike Gridley, City Attorney.

Stipulation by the Parties: City Attorney Mike Gridley stated that the first step in repealing the ballot ordinance would be to approve the Stipulation with Councilman Adams. The stipulation states that the City would not seek legal costs, so that would be the basis of a conflict of interest to Councilman Adams. Councilman Adams recused himself and stated that he would not be voting in this matter.

Motion by Edinger seconded by Gookin, to approve the Stipulation with Steve Adams (Case No. CV13-338).

ROLL CALL: Edinger, Yes; McEvers, Yes; Gookin, Yes; Kennedy, Yes. **Motion carried.**

ORDINANCE NO. 3463

AN ORDINANCE TO RESCIND AND REPEAL ORDINANCE NO. 3461 ADOPTED BY THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AND TO PROVIDE FOR THE WITHDRAWAL OF THE CALL OF A SPECIAL MUNICIPAL REVENUE BOND ELECTION TO FINANCE CERTAIN IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT FACILITY SYSTEM.

Staff Report: Mr. Gridley stated that the method to repeal Ordinance 3461 is to approve a new ordinance. He recommended the approval of Ordinance No. 3463 to accomplish the repeal.

Motion by Gookin, seconded by McEvers, to pass the first reading of Ordinance 3463.

Discussion: Councilman Gookin wanted to make sure it would be timely communicated with the County that this item be pulled from the May 21, 2013 ballot. Mr. Gridley stated that he and City Clerk McLeod have spoken with representative at the County and that this action will allow for time for the item to be pulled from the ballot.

ROLL CALL: Kennedy, Yes; Edinger, Yes; Adams, Yes; McEvers, Yes; Gookin, Yes. **Motion carried.**

Motion by Gookin, seconded by Edinger, to suspend the rules and to adopt Ordinance 3463 by its having had one reading by title only.

ROLL CALL: Kennedy, Yes; Edinger, Yes; Adams, Yes; McEvers, Yes; Gookin, Yes. **Motion carried.**

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

The meeting adjourned at 12:10 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod,
City Clerk

RESOLUTION NO. 13-022

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 S-3-12 COEUR D'ALENE PLACE 19TH ADDITION FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; APPROVING A LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC FOR OFFICE SPACE AT 816 SHERMAN AVENUE FOR THE LEGAL DEPARTMENT – CRIMINAL DIVISION.

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

- A) Approving S-3-12 Coeur d'Alene Place 19th Addition Final Plat, Subdivision Agreement, and Security;
- B) Approving a Lease Agreement Extension with Commercial Property Management, LLC for office space at 816 Sherman Avenue for the Legal Department – Criminal Division;

AND;

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

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

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

DATED this 16th day of April, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____


COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: April 16, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place 19th Addition: Final Plat Approval, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty four (24) lot residential development.
2. Approval of the Subdivision Improvement Agreement and installed security for the Coeur d'Alene Place 19th Addition.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: North of Sorbonne Drive, adjoining the easterly side of Atlas Road.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plat of CdA Place 17th Addition, November 2010.
 3. Final plat of CdA Place 18th Addition, September 2012

FINANCIAL ANALYSIS

The developer is installing bonding security in the amount of \$175,495.00 to cover the cost of outstanding infrastructure improvements that are required for final plat approval. Per City Code, the security amounts to 150% of the estimated cost of the improvements installation.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the remaining outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the infrastructure installation has been completed. The developer has stated that all infrastructure installations will be complete by June 30, 2013.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and accompanying security.

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of April, 2013, between Greenstone-Kootenai, Inc. whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, with Kevin Schneidmiller as Vice-President, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Coeur d'Alene Place 19th Addition subdivision, a twenty four (24) lot residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: concrete curb and gutter installation & appurtenant grading, concrete sidewalk installation and appurtenant grading, stormwater drainage facilities and appurtenances, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), stormwater drainage swale construction, trail system construction, and interior lot corner monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of June, 2013. Said improvements are more particularly described on the submitted estimate dated March 21, 2013 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Coeur d'Alene Place 19th Addition", dated January 16, 2013, signed and stamped by Doug J. Desmond, PE # 10886, whose address is Greenstone, 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of One Hundred Seventy Five Thousand Four Hundred Ninety Five and 00/100 (**\$175,495.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

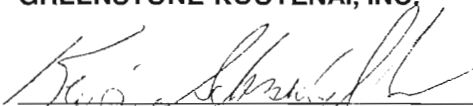
CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

GREENSTONE-KOOTENAI, INC.



Kevin Schneidmiller, Vice-President

SUBDIVISION/SITE PLAN BOND
PERFORMANCE BOND

Amount \$ 175,495.00

Bond No.: 52BCSGH8308


KNOW ALL MEN BY THESE PRESENTS THAT WE, Greenstone-Kootenai, Inc.
1421 N Meadowwood Ln # 200,
Liberty Lake, WA 99019-7616, as Principal and Hartford Casualty Insurance
Company, a _____ IN _____ corporation
authorized to do business in the State of CT with its main bonding office at
One Hartford Plaza, Hartford, CT 06155-0001, as Surety, are held and
firmly bound unto the City of Coeur d'Alene, as
Obligee, in the full and just sum of One Hundred Seventy Five Thousand Four
Hundred Ninety Five Dollars and 00/100
(\$ 175,495.00) lawful money of the United States, to the payment of which sum,
well and truly to be made, the Principal and the Surety bind themselves, their successors
and assign, jointly and severally, firmly by these presents.

Signed, Sealed and Dated this 26th day of March, 2013.

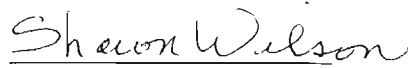
WHEREAS, the Principal has entered into an agreement with the City of Coeur d'Alene,
as Obligee, Guaranteeing that the Principal will,
Construct, Install and Complete Completion of Public Improvements Shown on the Civil
Engineering Drawings Titled "Coeur d'Alene Place 19th Addition", dated January 16, 2013
signed & stamped by Doug J. Desmond, PE #10886 on file in the City of Coeur d'Alene
Engineering Department

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal shall carry out all the terms of said agreement and perform all the work as set
forth therein, all within the time set forth in said agreement, then this obligation shall be
null and void; otherwise remain in full force and effect. The aggregate liability of the
Surety is limited to the penal sum of the bond.

Attest



Attest


Shawn Wilson


Principal: Greenstone-Kootenai, Inc.

By:



Surety: Hartford Casualty Insurance Company

By:


Judith C. Kaiser-Smith Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza
Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 41-451244 (MC), 41-456423, 41-456503, 41-456421,
41-450552, 52-811645, 41-451191, 52-812157, 41-456422

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Nicholas W. Paget, Judith A. Rapp, Judith C. Kaiser-Smith, Shawn M. Wilson, James E. Majeskey II, Walter W. Wolf of Spokane WA; Brenda J. Smith, Jon M. Riche, Kelley A. Macpherson, Britnee Earl of Boise ID; Ed Heine, George S. Seaton, Aimee N. Cavill, Terry Payne, Kerry Heine, Elaine Gray, Rhela Moulding, Lisa Kyer of Missoula MT; Tim P. Wells, Donna Kramer of Kalispell MT; James Baroch, Cara Piccono, Sherrie Paulson, Colleen Elmquist of Great Falls MT; Thomas J. Downey, John McGree, Levi T. Downey, Polly Smith, Carol Gonzalez of Butte MT; Patrick S. McCutcheon, Sarah W. Kelly, Sharon M. Pfeiffer, Fred H. Wardinksy, Jonathan M. Emmons, Kyle Hager of Helena MT; Allan Hultgren, Brian Donahue, Naomi Gerber of Billings MT

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **March 26, 2013**
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

Date	3/21/2013	Street Names			per unit	cost	tax	TOTAL COST (Includes Allocations)
Total Acres:								
# of Single Family Lots:								
# of Multi Family units:								
Street Names		Bernoulli Loop	Perrault Dr.	Bernoulli Loop W.				
Radius		length width culdesac area - sq ft	166 38 6308	469 26 12194				
Expenses								
Grading		average depth ROW width	1 50 30	1 30				
		curb grade						
		sand	720	332	\$ 2.75	\$ 5,473	0	
		sidewalk grade	720	332	\$ 2.25	\$ 4,478	0	
		fine grade	225	332	\$ 2.75	\$ 1,532	0	
			9360	6308	\$ 0.20	\$ 5,572	0	
								\$17,054.15
Paving								
		2" on 4"			\$ 1.70	\$ 0	0	
		2" ON 6"	9360	6308	12194	\$ 1.80	\$ 50,152	0
		3" on 6"			\$ 1.95	\$ 0	0	
		4" on 8"			\$ 2.20	\$ 0	0	
		overlay			\$ -	\$ 0	0	
		Patching			\$ -	\$ 0	0	\$50,151.60
Curbing								
		Curb and Gutter		395	\$ 11.00	\$ 4,345	0	
		Rolled Curb	720	938	\$ 10.00	\$ 16,580	0	
		Type "A" Curb		235	\$ 14.00	\$ 3,290	0	\$24,215.00
Sidewalk		width:						
		5 feet	240	120	\$ 2.50	\$ 4,500	0	
		6 feet			\$ 2.75	\$ 0	0	
		ADA DOMES	5		\$ 300.00	\$ 1,500	0	\$6,000.00
Trail System		width						
		asphalt	8200		\$ 1.68	\$ 13,776	0	\$13,776.00

street signs	1						700		\$ 350.00				\$700.00
Property Pins/Street Mons				2									\$1,500.00
Storm Drainage			1000	1000			2,400		\$ 1.20			0	
							0		\$ 350.00			0	
			2				1,000		\$ 500.00			0	
			1000	1000			200		\$ 0.10			0	3,600
CONSTRUCTION COSTS													\$116,996.75
Bond Amount													\$175,495.13

**CITY COUNCIL
STAFF REPORT**

DATE: April 16, 2013
FROM: Michael C. Gridley, City Attorney
SUBJECT: 816 Sherman Lease Amendment

DECISION POINT:

Whether the City should amend the lease agreement for 816 Sherman to extend the term for 18 months.

HISTORY:

The current lease agreement expires on April 30, 2013 for the building occupied by the Legal department. Legal moved into this building in 2002 when the University of Idaho moved into Harbor Center.

FINANCIAL ANALYSIS:

The current rent is \$2,400 per month and will remain at this rate for the 18 month extension.

PERFORMANCE ANALYSIS:

The current space serves the needs of the Legal department and is close to City Hall. There is no other comparable space near City Hall.

DECISION POINT/RECOMMENDATION:

The Legal Department recommends that Council approve the 18 month extension of the 816 Sherman lease agreement.

COMMERCIAL PROPERTY MANAGEMENT LLC
P.O. BOX 3145
COEUR D'ALENE, IDAHO 83816
(208) 292-5700 or (208) 640-9470
FAX (866) 293-6729

April 5, 2013

Mike Gridley
City Attorney
City of Coeur d'Alene
PO Box 489
Coeur D Alene, ID 83816

Dear Mike:


This letter will serve as an amendment to your lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5 Coeur d'Alene, Idaho 83814. Your lease will be extended for 18 months starting May 1, 2013 and ending October 31, 2014. Rent to remain at \$2,400.00 per month.

All terms and conditions of the original lease agreement to remain the same except for the following:

The Premises: The Lessor hereby Leases unto Lessee, the Premises known as 816 Sherman Avenue, Suites 3, 4, & 5 and basement, Coeur d'Alene, Idaho 83816.

Please sign the acknowledgement below and return to our office. Please contact me at 208/640-9470, if you have any questions.

Sincerely,
Commercial Property Management LLC


Jim Koon
Manager
(208) 292-5701 or (208) 640-9470

City of Coeur d'Alene (Mayor)

By: _____


Date: _____

Attest by City Clerk, _____

By: _____

Date: _____

**CITY COUNCIL
STAFF REPORT**

DATE: April 16, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **The Crossroads Subdivision: Final Plat Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a seven (7) lot commercial development.

HISTORY

- a. Applicant: Winco Foods, LLC
650 N. Armstrong Place
Boise, ID 83704
- b. Location: Northeast corner of W. Appleway and Ramsey Road
- c. Previous Action:
 1. Preliminary plat approval – March 2013

FINANCIAL ANALYSIS

There are no financial issues with the proposed development.

PERFORMANCE ANALYSIS

The infrastructure surrounding the proposed development has been previously installed and accepted (2010), and, all on-site improvements are being installed through the building permit process on the subject lots. Approval and recordation of the final plat document will allow for the completion of the land transfer between the existing owner (Zanetti) and the developer (Winco), which in turn will allow the development to proceed.

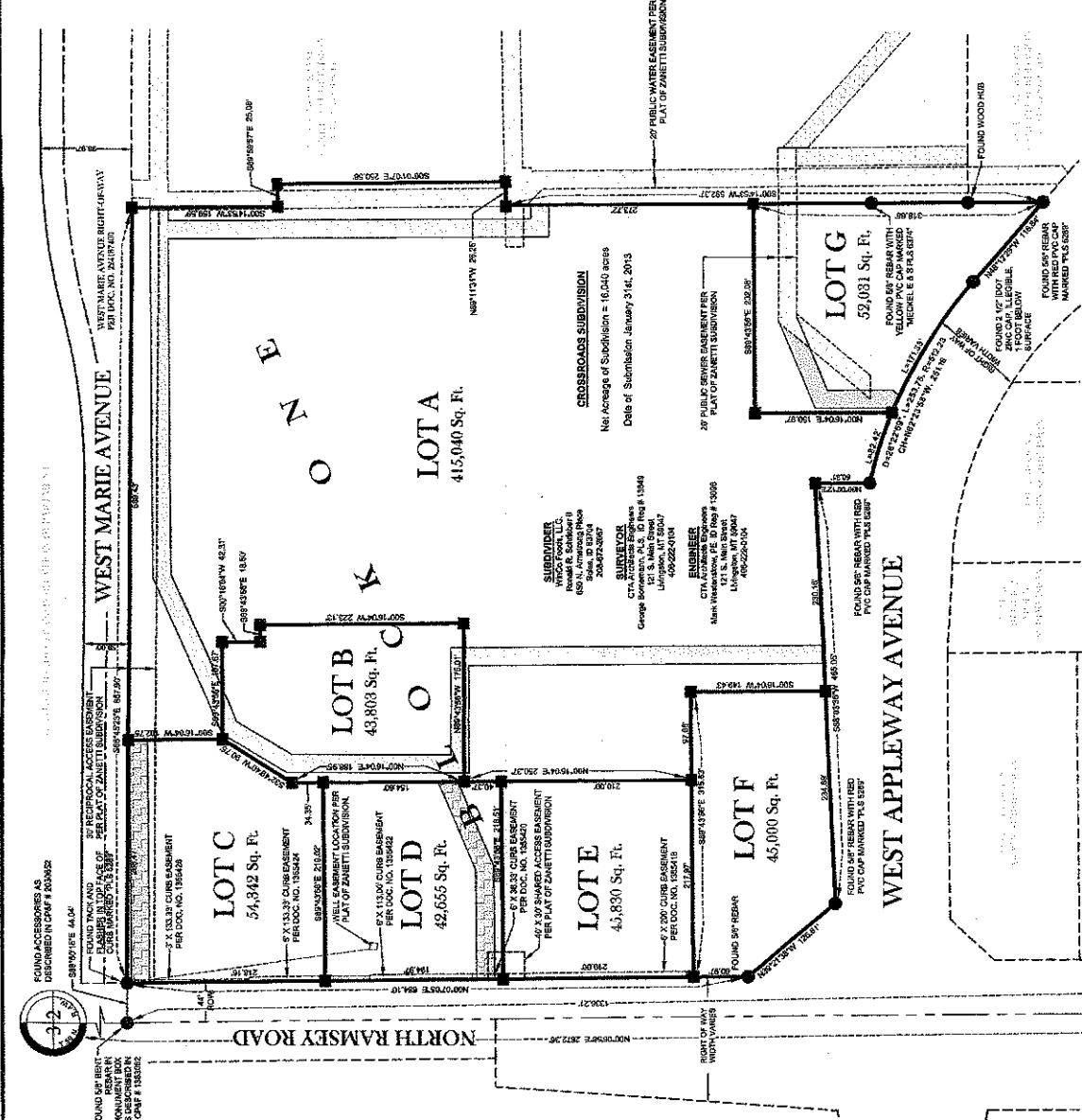
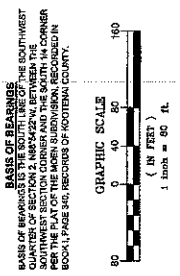
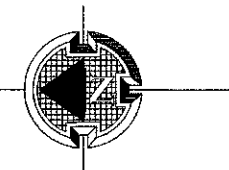
DECISION POINT RECOMMENDATION

1. Approve the final plat document.

THE CROSSROADS SUBDIVISION
LOTS 2 AND 3, BLOCK 1, OF ZANETTI SUBDIVISION AND
LOT 1, BLOCK 1, OF MOEN SUBDIVISION
LOCATED IN THE SW 1/4 SW 1/4 OF SECTION 2,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CROSSROADS

VICINITY MAP



CROSSROADS SUBDIVISION
 Net Acreage of Subdivision = 16.046 acres
 Date of Subdivision January 31st, 2013

SUBDIVIDER: Robert R. Sabatini III
 859 N. Ardenway Blvd.
 Coeur d'Alene, ID 83814
 208-472-2667

SURVEYOR: CTA Architects Engineers
 205 E. 1st Street
 Lewiston, MT 59401
 409-222-4104

ENGINEER: CTA Architects Engineers
 Mark Waddleton, P.E. ID Reg # 15095
 205 E. 1st Street
 Lewiston, MT 59401
 409-222-4104

FOUND PROPERTY CORNERS AS NOTED
SET 60' REBAR WITH ALUM CAP MARKED 'CTA, INC 1084815'

PROPERTY BOUNDARY - SUBJECT

PROPERTY BOUNDARY - ADJACENT

PROPERTY BOUNDARY PREVIOUS TO BE EASEMENT

PUBLIC SEWER EASEMENT PER ZANETTI SUBDIVISION

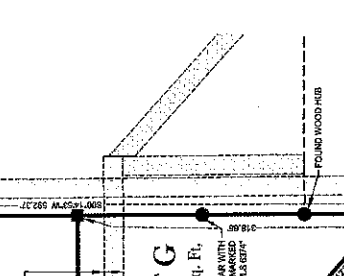
PRIVATE SEWER EASEMENT PER ZANETTI SUBDIVISION

WATER EASEMENT PER ZANETTI SUBDIVISION

PRIVATE SEWER EASEMENT THIS SUBDIVISION

PUBLIC SEWER EASEMENT THIS SUBDIVISION

WATER EASEMENT THIS SUBDIVISION



W	S	E	N	BC	CC	CE
X	X	X	X	X	X	X
X	X	X	X	X	X	X
X	X	X	X	X	X	X
X	X	X	X	X	X	X
X	X	X	X	X	X	X
X	X	X	X	X	X	X

CTA
 C.T. ARCHITECTS ENGINEERS
 205 E. 1st Street
 Lewiston, MT 59401
 409-222-4104

DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 JOB NO.: _____
 CAD FILE: _____

2
 METES AND BOUNDS
 FOUND PROPERTY CORNERS AS NOTED
 DESCRIBED IN CDF # 219853

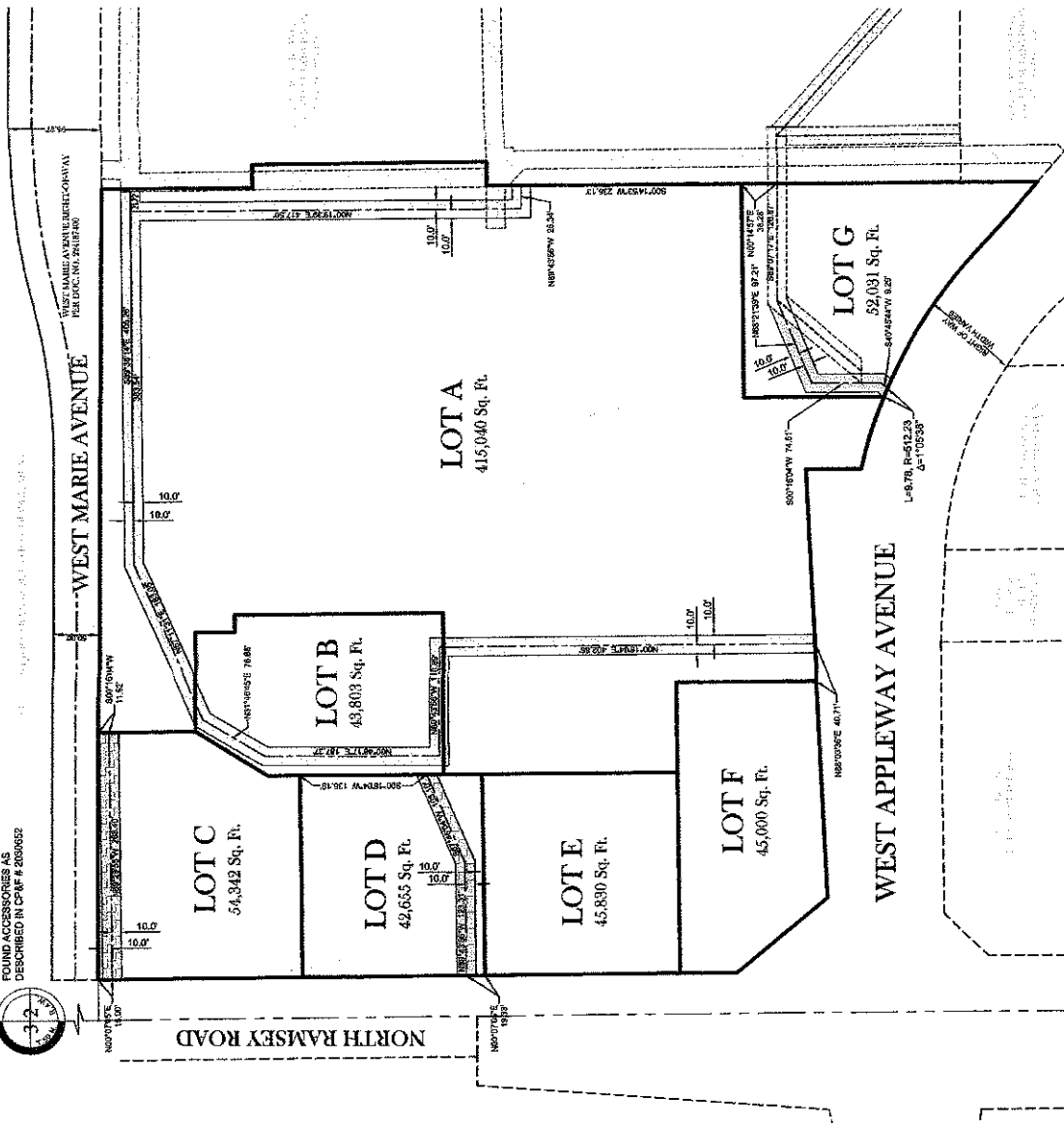
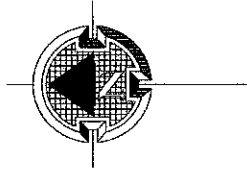
3
 FOUND SEWER CAP AND
 MONUMENT BOUNDARIES
 DESCRIBED IN CDF # 153502

1 OF **3**
 SHEET

THE CROSSROADS SUBDIVISION

BOISE MERIDIAN
COEUR D'ALENE
KOOTENAI COUNTY
IDAHO

THE CROSSROADS SUBDIVISION
LOTS 2 AND 3, BLOCK 1, OF ZANETTI SUBDIVISION AND
LOT 1, BLOCK 1, OF MOEN SUBDIVISION
LOCATED IN THE SW1/4 SW1/4 OF SECTION 2,
TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



- LEGEND**
- FOUND PROPERTY CORNER AS NOTED
 - ⊠ SET 5" IRON WITH ALLUM CAP MARKED C.T.A. INC. 1984/15
 - PROPERTY BOUNDARY - SUBJECT
 - - - PROPERTY BOUNDARY - ADJACENT
 - ▭ PUBLIC SEWER EASEMENT PER ZANETTI SUBDIVISION
 - ▭ PRIVATE SEWER EASEMENT PER ZANETTI SUBDIVISION
 - ▭ WATER EASEMENT PER ZANETTI SUBDIVISION
 - ▭ PRIVATE SEWER EASEMENT PER THIS SUBDIVISION
 - ▭ PUBLIC SEWER EASEMENT THIS SUBDIVISION
 - ▭ WATER EASEMENT THIS SUBDIVISION

EASEMENTS
 SHEET **2** OF **3**

THE
CROSSROADS
SUBDIVISION

BOISE MERIDIAN
COEUR D'ALENE
KOOTENAI COUNTY
IDAHO

X	1	2	3	4	5	6	7	8	9	10
1	X	X	X	X	X	X	X	X	X	X
2	X	X	X	X	X	X	X	X	X	X
3	X	X	X	X	X	X	X	X	X	X
4	X	X	X	X	X	X	X	X	X	X
5	X	X	X	X	X	X	X	X	X	X
6	X	X	X	X	X	X	X	X	X	X
7	X	X	X	X	X	X	X	X	X	X
8	X	X	X	X	X	X	X	X	X	X
9	X	X	X	X	X	X	X	X	X	X
10	X	X	X	X	X	X	X	X	X	X

DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____
 C.T.A. INC. 1984/15
 CADD FILE: _____



NEW WEST V. 2/2/2002
 FOUND BRASS CAP AND
 BASE OF BENCHMARK
 DESCRIBED IN CP# 218633
 IN CP# 218633

FOUND ACCESSORIES AS
 DESCRIBED IN CP# 218632

FOUND BRASS CAP AND
 BASE OF BENCHMARK
 DESCRIBED IN CP# 218633
 IN CP# 218633



THE CROSSROADS SUBDIVISION

LOTS 2 AND 3, BLOCK 1, OF ZANETTI SUBDIVISION AND LOT 1, BLOCK 1, OF MOEN SUBDIVISION
 LOCATED IN THE SW1/4 SW1/4 OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 4 WEST, BOISE MERIDIAN,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

OWNER'S CERTIFICATE

BE IT KNOWN THAT WINDO FOODS LLC, AN IDAHO CORPORATION, THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE, HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS SHOWN HEREON, TO BE KNOWN AS THE CROSSROADS SUBDIVISION, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 1, MOEN SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER IN BOOK K OF PLATS AT PAGE 340, RECORDS OF KOOTENAI COUNTY, IDAHO.

WATER SERVICE TO EACH LOT PLATTED HEREIN WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

RONALD SCHRIEBER, AGENT, WINDO FOODS, LLC.

STATE OF IDAHO

6S

COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 20____, BEFORE ME _____ PERSONALLY APPEARED RONALD SCHRIEBER, KNOWN OR IDENTIFIED TO ME TO BE THE AGENT OF WINDO FOODS, INC. THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC _____

RESIDING AT _____

MY COMMISSION EXPIRES _____

OWNER'S CERTIFICATE

BE IT KNOWN THAT ZANETTI BROS., INC., AN IDAHO CORPORATION, THE OWNER OF THE REAL PROPERTY DESCRIBED IN THIS CERTIFICATE, HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS SHOWN HEREON, TO BE KNOWN AS THE CROSSROADS SUBDIVISION, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2 AND 3, BLOCK 1, ZANETTI SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK K OF PLATS AT PAGE 342, RECORDS OF KOOTENAI COUNTY, IDAHO

WATER SERVICE TO EACH LOT PLATTED HEREIN WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

SANITARY SEWER SERVICE TO EACH LOT PLATTED HEREIN SHALL BE PROVIDED BY THE CITY OF COEUR D'ALENE.

HERBERT T. ZANETTI, JR., PRESIDENT, ZANETTI BROS., INC.

STATE OF IDAHO

6S

COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 20____, BEFORE ME _____ PERSONALLY APPEARED HERBERT T. ZANETTI, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF ZANETTI BROS., INC. THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC _____

RESIDING AT _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

I, GEORGE BORNEHANN, P.L.S. NO. 13849, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AS PERTAINING TO PLATS AND SURVEYS.

GEORGE BORNEHANN, P.L.S. NO. 13849

CITY COUNCIL APPROVAL

THIS PLAT APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ON THE _____ DAY OF _____, 2013.

MAYOR, CITY OF COEUR D'ALENE _____

ENGINEER, CITY OF COEUR D'ALENE _____

CLERK, CITY OF COEUR D'ALENE _____

KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR FILING THIS _____ DAY OF _____, 2013.

KOOTENAI COUNTY SURVEYOR _____

KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THIS _____ DAY OF _____, 2013, THAT THE REQUIRED TAXES ON THE HEREIN DESCRIBED LAND HAVE BEEN PAID THRU _____.

KOOTENAI COUNTY TREASURER _____

PANHANDLE HEALTH DISTRICT 1

A SANITARY RESTRICTION ACCORDING TO IDAHO CODE 66-1326 TO 66-1329 IS IMPOSED ON THIS PLAT. NO BUILDING, DWELLING OR SHELTER SHALL BE ERRECTED UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

THIS PLAT APPROVED THIS _____ DAY OF _____, 2013

PANHANDLE HEALTH DISTRICT _____

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 60, CHAPTER 13 HAVE BEEN SATISFIED BASED ON REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (LPE) REPRESENTING THE CITY OF COEUR D'ALENE AND THE QULPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 66-1326, IDAHO CODE. BY ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

THIS _____ DAY OF _____, 2013.

PANHANDLE HEALTH DISTRICT _____

KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO, AT THE REQUEST OF _____ THIS _____ DAY OF _____, 2013. AT _____ INST. # _____

AND DULY RECORDED IN PLAT BOOK _____ PAGE _____

FEE _____

KOOTENAI COUNTY RECORDER _____



SEARCHED BY _____	DATE _____	INDEXED BY _____	DATE _____
CHECKED BY _____	DATE _____	FILED BY _____	DATE _____

1	2	3	4	5	6	7	8	9	10

BOISE MERIDIAN
 COEUR D'ALENE
 KOOTENAI COUNTY
 IDAHO

THE
CROSSROADS
 SUBDIVISION

CERTIFICATIONS
 SHEET
3 OF **3**



CITY OF COEUR D'ALENE

05-01-13

MUNICIPAL SERVICES -CITY HALL, 710 EAST MULLAN COEUR D'ALENE, IDAHO 83816-3964 208/769-2229 Fax 769-2237

Date rec. 04-02-13 Amt Pd 25- Rec. No 655291 Permit No Date issued

Application for MOBILE FOOD CONCESSION

Applicant Name G W GREENFIELD Date of Application 4/2/13

Applicant Physical Address 923 6th St CDA 83814

Mailing Address SAME

City, State, Zip CDA ID 83814

Telephone 765 2737 Cell 659 6512 E-Mail Fax

Name of Business THE ICE CREAM MAN

Health Permit No. (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) JEEP

Please describe the type of item(s) sold ICECREAM

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. CITY STREETS

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Signature of Applicant [Handwritten Signature]

Sworn to me this ___ day of ___, 20__

City Clerk

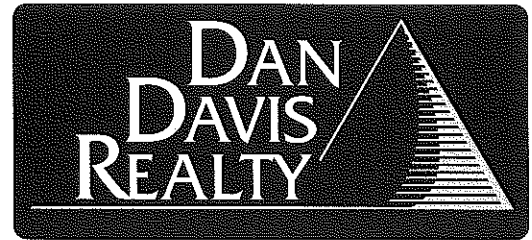
DATE: APRIL 10, 2013
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: MAY 21, 2013

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
SP-1-13	Requested Appeal Applicant: Paul Delay Location: 3514 N. Fruitland Lane Request: A proposed Automobile Parking Special use permit in the R-17 zoning district	Recommended approval	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **May 21, 2013**



April 9, 2013

Coeur d'Alene City Council
And Coeur d'Alene
Planning Commission
City of Coeur d'Alene, Idaho

1001 Sherman Ave.
Coeur d'Alene, ID 83814
(208) 667-5511
Toll Free 1-800-776-6510
Fax: (208) 664-5438

Re: Appeal of SP-1-13:
Special Use Permit Decision of March 26, 2013

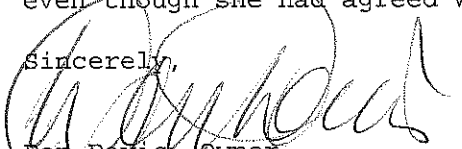
We, together as property owners and residents in the Shady Lane Mobile Home Park, or those who live within 300 feet of the lots to be used, again wish to state our objections to the approval of a special use permit for the R-17 lots owned by the Delay family LLC, and which are planned to be used for construction staging and support for a Golden Corral restaurant. We would like to testify at the any future public hearing on the appeal of the decision, including the City Council's next meeting.

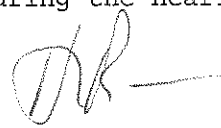
After our testimony of March 26, 2012, we greatly appreciated the time and thoughtfulness exhibited by the Commissioners in respect to our concerns, especially regarding our health and safety. We had hoped for a condition to be attached to the expected approval, and we were happy to hear the questions and comments made by the Commissioners, Sean Holt, and the assistant city attorney present. However, although the condition regarding the issue paramount to us of a pre-construction privacy fence/buffer zone, outlined as a "Condition" to the referenced decision sent by letter to only Paul Delay April 4, 2013, was unfortunately reduced to only the following:

"1. A privacy fence not to exceed six feet (6') will be provided on the property line between Fruitland Lane and Highway 95 on the current border between the properties zone MH-8, C-17 and R-17."

After viewing the video of the meeting, we are still very concerned about the timing of building the requested eight foot (8') fence as a "buffering wall" to protect our privacy, safety and health **first** before other construction begins, there seemed to be agreement among the Commissioners that a pre-construction fence was agreed as needed. However, once again the timing issue has still not been addressed as a condition, even though there were some "sidebar" discussions of adding that to the conditions; also discussed was a comment by either Mr. Holt and/or the city attorney that a higher than six foot (6') fence up to 10' would require a special decision addendum and/or another hearing to raise the height, or even if it could be added as well as the timing of the fencing?

After Mr. Soumas suggested his motion to approve, which was lengthy and a bit difficult to follow, but which did include the fence length of the entire north property line including C-17 and R-17 zoning, the timing issue and height increase were not added to his motion, and thus not to the decision issued on March 26, 2013. We found it compelling that Commissioner Bowles said "we forgot" about adding these conditions to the subsequent decision, even though she had agreed with us during the hearing.

Sincerely,

Dan Davis, Owner
Shady Lane Mobile Home Park


Helen Radsliff, Resident
3545 N. Gunnar Court



DD:hgr

ANNOUNCEMENTS

Memo to Council

DATE: April 9, 2013

RE: Appointments to Boards/Commissions/Committees

The following appointment and reappointment are presented for your consideration for the April 16th Council Meeting:

SUSAN WEATHERS	Personnel Appeals Board (Appointment)
TOM MESSINA	Design Review Commission (Reappointment)

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Pam MacDonald, Personnel Appeals Board Liaison
Dave Yadon, Design Review Commission Liaison

OTHER BUSINESS

STAFF REPORT

DATE: April 16, 2013
FROM: Mike Gridley – City Attorney
SUBJECT: Person and Bryan playfields Purchase and Sale Agreement

DECISION POINT:

Authorize signing the Purchase and Sale Agreement with USD271 for the purchase of Person and Bryan playfields.

HISTORY:

Council has previously authorized and appropriated \$750,000.00 for the purchase of Person and Bryan playfields. Approval of this agreement is the final step to allow closing the transaction.

FINANCIAL ANALYSIS:

The City will pay \$750,000.00 to USD271 by or before April 26, 2013.

PERFORMANCE ANALYSIS:

Council has previously approved going forward with these acquisitions. This action will authorize the Mayor to sign the Purchase and Sale Agreement.

DECISION POINT/RECOMMENDATION:

Council should approve the Purchase and Sale Agreement so that the City can complete the acquisition of Person and Bryan playfields.

RESOLUTION NO. 13-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE PURCHASE OF PERSON AND BRYAN PLAYFIELDS.

WHEREAS, the City Finance Director has recommended that the City of Coeur d'Alene enter into a Purchase and Sale agreement for the purchase of Person and Bryan Playfields identified in the attached Exhibit "1", attached hereto and by this reference incorporated herein; and

WHEREAS, said agreement is memorialized in the attached exhibit; and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the Citizens of Coeur d'Alene to execute the proposed agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the Purchase and Sale Agreement attached as Exhibits "1".

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

DATED this 16th day of April, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCILMEMBER GOOKIN Voted _____

COUNCILMEMBER EDINGER Voted _____

COUNCILMEMBER MCEVERS Voted _____

COUNCILMEMBER KENNEDY Voted _____

COUNCILMEMBER ADAMS Voted _____

COUNCILMEMBER GOODLANDER Voted _____

_____ was absent. Motion _____.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made effective the 16th day of April, 2013 (“Effective Date”), by and between COEUR D’ALENE SCHOOL DISTRICT #271 (“District”), as Seller, and THE CITY OF COEUR D’ALENE (“City”), as Buyer.

- A. WHEREAS, District is the owner of two parcels of real property located in Kootenai County, Idaho, generally referred to as “Person Field” and “Bryan Playfield,” consisting of approximately 3.761 acres and 1.916 acres, respectively (collectively referred to as “the Property”).
- B. WHEREAS, City desires to acquire both Person Field and Bryan Playfield pursuant to the terms and conditions set forth in this Agreement.
- C. WHEREAS, City and District have agreed on a total purchase price in the amount of \$750,000.00 to be paid by City to purchase both Person Field and Bryan Playfield.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the delivery and sufficiency of which is hereby acknowledged, District and City hereby agree as follows:

1. Property. The Property being purchased by City pursuant to this Agreement is more particularly described as set forth below:

Person Field:

Lot 1, Block 1, Person’s Addition, Kootenai County, State of Idaho, according to the Plat recorded in Book G of Plats, Page 247 and 247A, records of Kootenai County, Idaho. Commonly known as the western portion of Person Field.

Bryan Playfield:

All of Block 1, Woodlawn Park, According to the Plat recorded in Book B of Plats, Page 97, records of Kootenai County, Idaho. Physical address: 1135 N. 10th Street, Coeur d’Alene, ID 83814.

2. Purchase Price and Closing.

2.1 Closing and Closing Date. “Closing” means the consummation of the transaction contemplated by this Agreement. “Closing Date” means the date on which Closing occurs, which shall occur on or before April 26, 2013.

2.2 Purchase Price and Payment. The “Purchase Price” for the Property shall be Seven Hundred and Fifty Thousand Dollars (\$750,000). The Purchase Price shall be paid by City to District in cash at Closing.

2.3 Deeds to City. The District shall deliver warranty deeds to the City at Closing.

3. Conditions Precedent.

3.1 There are no conditions precedent to this transaction.

4. Representations.

4.1 DISTRICT represents and warrants that it owns the Property and has the authority, pursuant to Idaho Code § 33-601 and § 67-2322, to convey the Property to the CITY.

4.2 CITY represents and warrants that it has the authority to acquire the Property pursuant to Idaho Code § 50-301.

5. Possession. Possession of the Property shall be delivered at Closing.

6. Extension of Closing Date. The parties, by mutual agreement, shall have the right to extend the Closing Date.

7. Transaction Costs. The parties shall each pay their own costs of this transaction including their own attorney fees.

8. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. There are no other representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto or any of them, relating to the subject matter of this Agreement. No amendment of or supplement to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

9. Construction. The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify, or aid in the interpretation or meaning of this Agreement. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against the drafter.

10. Governing Law. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho.

11. Negotiation of Agreement. The parties acknowledge that this Agreement has been mutually negotiated between the parties and has been drafted by both sides through such mutual negotiation.

12. Acceptance of Agreement. This Agreement is mutually accepted as of the Effective Date first stated above.

13. Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto even though all parties are not signatories to one original or the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which, combined, contain the signatures of both parties, shall for all purposes be deemed a fully executed Agreement.

CITY OF COEUR 'D ALENE

**COEUR 'D ALENE SCHOOL
DISTRICT #271**

By: _____
SANDI BLOEM, Mayor

By: _____
HAZEL BAUMAN, Superintendent

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Lynn M. Towne, Clerk of the Board

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared **Sandi Bloem** 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 Notarial Seal the day and year in this certificate first above written.

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared **Hazel Bauman**, known to me to be the Superintendent and **Lynn M. Towne**, know to me to be the Clerk of the Board, commonly referred to as Coeur d'Alene School District a quasi-municipal corporation, and the persons who executed the foregoing instrument and acknowledged to me that said School District #271 executed the same.

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

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

Staff Report
Presented by Finance Director

Date: April 16, 2013
From: Troy Tymesen, Finance Director, liaison to the City's Parking Commission
Subject: To conduct a Request for Proposals (RFP) for parking management and enforcement services

Decision Point:

To conduct a Request for Proposals for parking management and enforcement services

History:

The City has contracted with Diamond Parking, Inc., for parking services since 1992. The City currently has three contracts with Diamond: on - street parking, the City's public parking lots and the Third Street mooring docks. In September of 2002 the City did a request for proposals (RFP) and Diamond Parking submitted the only proposal. The proposal included a three year contract with two additional three year renewals. The renewals have been exhausted. One year ago the City extended the contracts by one year.

Financial Analysis:

In the past the parking manager guaranteed the parking fund a base income of \$125,000.00 annually for managing the City owned parking lots. Once the gross income exceeded \$245,000.00 the City received \$0.92 of every dollar over that amount. As recommended by the City's Parking Commission, a new contract will be negotiated once the RFP is completed. A new contract is necessary to comply with the funding arrangement that has been executed by the urban renewal agency for the improvements to McEuen Field.

Decision Point/Recommendation:

To conduct a Request for Proposals for parking management and enforcement services.



Request for Proposals

Parking Management and Enforcement Services

Proposal Due: May 6, 2013

Send to:

City of Coeur d'Alene
Attn: Troy Tymesen, Finance Director
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

6 Copies Required

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City of Coeur d'Alene

Request for Proposals

Introduction

The City of Coeur d'Alene requests proposals to provide parking management and enforcement services for the city's public parking lots, on street parking within the business improvement district, and boat slip moorage at the city docks. Detailed information regarding the services to be provided can be found in Exhibit "A" – Scope of Work.

The City of Coeur d'Alene is located approximately 33 miles east of the City of Spokane, Washington. Incorporated in 1887, the city currently has a population of approximately 45,000 residents, but hosts thousands of visitors annually. Tourism, land development, health care, education, and manufacturing are primary economic industries. The City is operated under a Mayor-Council form of government, governed by six city councilmen and a mayor. Maps and other information regarding the City of Coeur d'Alene can be obtained from the city's website at www.cdaid.org.

The contractor will be required to provide parking patrol and enforcement and provide collection of fines in compliance with the City of Coeur d'Alene Municipal Code and statutes of the State of Idaho. Additional labor and personnel requirements are outlined in the Scope of Work section of this RFP.

The successful Contractor will be awarded a contract for three (3) years with the option for the city to exercise two (2) additional three (3) year contract extensions.

Issuing Office

The City Clerk is the issuing officer for this Request for Proposal (RFP) and the point of contact for the city for all process and contract questions as well as protests.

Issuing Officer:	Technical Questions
Kathy Lewis, Deputy City Clerk City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, ID 83814 Phone (208) 769-2231 E-mail: kathylew@cdaid.org	Troy Tymesen, Finance Director City of Coeur d'Alene 710 E. Mullan Avenue Coeur d'Alene, ID 83814 Phone (208) 769-2221 E-mail: troy@cdaid.org

Anticipated RFP Schedule

The city anticipates the following general timeline for this RFP. The anticipated schedule may be changed as needed.

Issuance of RFP documents	4/17/13
Deadline for Proposal Submission	5/6/13
Contractor Interviews	5/8/13
Expected Award by Council	5/21/13
Commencement of Contract	6/3/13

Submission Date and Location

Each Contractor must provide six (6) copies of the proposal; one copy should be marked “Original.” The outside of the sealed envelope or box should be marked with the name of the proposing firm and: **“Parking Management and Enforcement Services RFP.”** The proposals must be delivered to the address listed below and physically received by the city by 5:00 p.m. on Monday, May 6, 2013.

Submission Location

Troy Tymesen, Finance Director
City of Coeur d’Alene
710 E. Mullan Avenue
Coeur d’Alene, ID 83814

Telephone, facsimile, or electronically transmitted proposals will not be accepted. Proposals received after the specified date and time will not be given consideration.

Solicitation Documents and Changes (Addenda)

All solicitation documents may be viewed or printed online from the City of Coeur d’Alene website at www.cdaid.org (click on Bid Solicitations) or at 710 E. Mullan Avenue, Coeur d’Alene, ID, 83814, or email amyf@cdaid.org with any technical problems viewing solicitation documents. Any clarifications or revisions will be addressed and issued in addenda; city must receive requests for changes in writing five (5) days prior to the deadline for submitting proposals. Contractors should register with the City of Coeur d’Alene as a document holder to receive addenda. Viewers are responsible for checking the website for the issuance of any addenda prior to submitting a proposal. If the Contractor does not register as a document holder, the Contractor will still be held responsible for all addenda/changes to the documents and may be

considered non-responsive if their proposal does not reflect those addenda/changes. For proposal results, please go on-line with the above.

Protests

Any complaints or perceived inequities related to this RFP shall be in writing and directed to the Issuing Office at the address listed in the RFP. Protests related to the solicitation shall be received no later than five working days after issuance of RFP. Protests of the award must be made within five days after notification of the selected Contractor.

Rejection of Proposals

The City of Coeur d'Alene may reject any proposal not in compliance with all prescribed public proposal procedures and requirements.

Modification / Withdrawal

Unless otherwise specified, modification of the Proposal will not be permitted; however a Contractor may withdraw his or her Proposal at any time prior to the scheduled closing time for receipt of proposals; any Contractor may withdraw his or her Proposal, either personally or by written request to the Issuing Office.

Cancellation

The City of Coeur d'Alene reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Coeur d'Alene's best interest. In no event shall the City of Coeur d'Alene have any liability for the cancellation of award.

Duration of Proposals

Proposals must remain valid for at least 60 days. Proposals must be signed by an official authorized to bind the Contractor.

Public Record

All proposals submitted are the property of the City of Coeur d'Alene and are public records. All documents received by the city are subject to public disclosure after the city selects a contractor.

Incurring Costs

The City of Coeur d'Alene is not liable for any cost incurred by contractors prior to issuance of a contract.

Selection Process

The city reserves the right to select the consultant on the basis of the proposals or to conduct interviews with the highest qualified contractors following evaluation and scoring of the proposals, whichever is determined to best serve the needs of the city. The city reserves the right to seek clarifications of any or all proposals.

The city reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract.

Cancellation

The City of Coeur d'Alene reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City of Coeur d'Alene's best interest. In no event shall the City of Coeur d'Alene have any liability for the cancellation of award.

Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same items, or the initiating city department, and is in all respects fair, without outside control, collusion, fraud, or other illegal action.

Proposal Evaluation Criteria and Scoring

The evaluation will be based on the technical and administrative capabilities in relation to the needs of the project/task. The criteria listed below will be used to evaluate the contractors. If interviews are conducted, there will be an additional 200 points available.

Project Understanding and Approach

Max. Points: 300

Score _____

Evaluate the consultant’s project understanding and approach to accomplish the objectives and tasks set forth in the Scope of Work. Consider methodologies proposed to accomplish the work and marketing plan, including the types of information or data required.

Project Team, Experience and Quality of Service

Max. Points: 300

Score _____

Evaluate the proposed team’s qualifications, experience, skills, and commitment to perform the work. Evaluate the firm’s recent relevant contracts and parking management experience, specifically for this type of work, level of complexity, and comparable size with the proposed project. Were proposed team members actively involved in many of the referenced projects? Consider the quality of the firm’s completed projects.

Cost

Max. Points: 200

Score _____

The proposal that accomplishes the stated objectives and tasks at the lowest cost will receive the highest points for this criterion.

Interview

Max. Points: 200

Score _____

If an interview is held, the city will recalculate the entire proposal and add points for interview performance.

TOTAL SCORE (1000 points possible with interview) _____

Proposal Contents

Proposals are to include, but not necessarily be limited to, the content listed below. The volume, or size of the proposal, should be consistent with the relative size of the project. Concise proposals without needless duplication are encouraged.

1. **Letter of Transmittal.** Provide a letter indicating interest in providing goods and/or services requested. Letter should include contact information and must be signed by personal authorized to bind the firm.
2. **Project Description and Approach.** Provide a statement of the goods and/or services to be provided including a detailed explanation of how the goods and services are to be provided. A project schedule should be included in this section.
3. **Project Team.** List the experience and qualifications of staff who will be working on the contract. Describe the applicable skills and accomplishments of the project manager. Confirm availability and commitment of named key staff to the project. If the project manager is not local, identify any local contact and describe how project management, coordination, and communications with the city will be accomplished. Do not include persons who will not be working on the project. Provide the qualifications, experience, and abilities of personnel proposed to be assigned to perform the type of parking

enforcement and administrative services described in the Scope of Services. Include resumes at the back of the proposal which reflect education, registrations, and experience of key staff.

4. **Related Experience.** Provide project descriptions for up to five recent projects similar in nature to the proposed project, including completion dates, measures that indicate quality and successful project completion, and a client reference name and phone number. Indicate the involvement of proposed key staff on those or similar projects. Indicate the team's familiarity with the local area. Describe the relevant qualifications and experience your company has in providing the services, including technical training, related education, general experience, and specific experience. Provide any background information on the size, capability and location of the firm that may be beneficial. Provide client references, including name, title, and contact information.
5. **Cost Proposal.** Provide a cost proposal to perform the scope of work. Include estimated person hours, labor costs and expenses for each task listed in the scope of work. Clearly describe any deviation from the listed scope of work that would significantly affect costs. Separate the cost of any proposed optional services from the cost of services requested. The format for the cost proposal is to be selected by the consultant. Include a listing of hourly rates for all employee classifications anticipated to work on the project, as well as rates for non-labor direct expenses. Include similar information for any major sub-consultants. The listed rates will be used in preparation of any future change orders.

Exhibit “A” – Scope of Work

The City of Coeur d’Alene requests proposals to provide parking management and enforcement services for the city’s public parking lots, on street parking within the business improvement district, and boat slip moorage at the city docks.

The defined area for management services includes seven (7) city-owned parking lots, parking enforcement in the Business Improvement District in downtown Coeur d’Alene, and managing the city-owned boat moorage slips located at the end of the Third Street parking lot. All public parking is time regulated. Additional service areas may be added during the term of the contract. A description and maps are attached as Exhibits “C” and “D.”

The Contractor will be required to provide parking patrol and enforcement within the defined areas and provide collection of fines in compliance with the Coeur d’Alene Municipal Code and Idaho Statutes.

General Provisions

A. Contractor Responsibilities

Contractor shall:

1. Pay all direct operating costs of operating the above listed facilities including, but not limited to labor, supervision, bookkeeping, permit and citation supplies for implementing and supporting the citation collection process.
2. Procure pay boxes for customer self-parking at centralized locations within each off-street parking facility if and when needed.
3. Provide daily maintenance of electronic pay station equipment including all supplies and materials necessary to maintain operation of the Digital – Luke pay stations).
4. Post city approved parking rates and regulations on all off street parking facilities.
5. Collect all on-street and off-street pay box revenues and deposit in city approved accounts on a daily basis.
6. Inspect all parking facilities as necessary and prudent to ensure that all parking has been paid and that all parking regulations are followed. The Contractor shall provide oversight and management of the parking lots and boat slips 24 hours per days, or less upon the permission of the city, with strict attention to the demands of the motorists and boaters who will occupy the lots and the slips. The on-street inspection and collections will be conducted six (6) days a week, from 9:00 a.m. until 6:00 p.m., from Memorial Day until Labor Day and five (5) days a week from 9:00 a.m. until 6:00 p.m., from Labor Day until Memorial Day.

7. Market parking facilities to ensure their maximum utilization. Provide a marketing plan for how parking permit sales and facilities will be promoted.
8. Be responsible for oversight of the parking facilities, including, but not limited to:
 - a. Immediately notify the city of any condition in need of repair or remediation.
 - b. Notify the city of landscaping maintenance needed for any city-owned lots.
 - c. Reporting all acts of vandalism and all irregularities and nuisances occurring in city parking facilities to city police and the City of Coeur d'Alene.
 - d. Document and report any missing or needed signage.
9. Insurance: The Parking Contractor shall at all times during the term of this agreement, at the Parking Contractor's own expense, maintain liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000.00) for property damage or bodily or personal injury, death, or loss as the result of any one occurrence regardless of the number of persons injured or number of claimants from whatever cause.

B. Operations Methodology

1. The city strongly believes in customer service and expects administrative and enforcement personnel to treat the public in a courteous, helpful, and professional manner
2. Enforcement action is to be carried out in a uniform and impartial manner. Contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.
3. The Contractor shall operate in compliance with the Coeur d'Alene Municipal Code, attached as Exhibit "E", which may be amended from time to time by the city.

C. Required Personnel and Staffing

Office/Management:

Contractor will maintain an on-site Manager Monday-Friday, to manage all aspects of the administration of this contract. The on-site manager should have prior experience with on and off-street parking enforcement and prior experience managing a municipal contract.

The on-site manager will be located in a parking management office which will be conveniently located within the business improvement district and centrally located within the downtown shopping district. It will be the sole responsibility of the Contractor to locate and lease this office space at their expense.

D. Contractor Employment Responsibilities

1. Contractor shall be responsible for all aspects of recruitment and selection of parking enforcement and administrative staff.
2. Contractor shall provide all enforcement personnel with professional appearing uniforms consisting of shirts, pants, shorts, and jackets, and option hat. Uniform jackets and shirts shall have attached company patches on the sleeves with an emblem designating the wearer as official parking enforcement personnel. Inclement weather uniform must also be provided that confirms to the criteria stated above. Uniform design must be approved by the city and design will imply an appearance of authority and decorum consistent with representing the City of Coeur d'Alene and the downtown community. All enforcement personnel must carry photo identification while on duty. All personnel are to be in complete uniforms at any time they are engaged in enforcement duties.
3. Contractor shall be responsible for assuring employee compliance with all laws and regulations, compliance for all employment related laws and regulations, responding to inspections/audits by regulatory agencies and the city, and will pay any fines or assessments levied by regulatory agencies.
4. The Contractor shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled and responsible supervision for such persons.
5. The Contractor's employees shall not carry any type of weapon while on duty.
6. The Contractor's employees are prohibited from having dogs or other pets accompanying them while on duty in the field or in the office.
7. The Contractor's personnel are to be polite and courteous to the public and downtown parking patrons. Confrontations are to be avoided.
8. Contractor's agents are not to implicitly or explicitly represent that they are Police Officers, or employees of the City of Coeur d'Alene.
9. Contractor will be responsible for all aspects of recruitment and selection of parking enforcement personnel.
10. Contractor's employees shall comply with all existing state and local motor vehicle laws while operating in the city.
11. The Contractor shall not use discriminatory hiring practices.

E. Communications

1. All enforcement personnel shall have ready access to their supervisor and to the Coeur d'Alene Police Department.
2. Contractor shall maintain an office in downtown Coeur d'Alene and will provide a twenty four (24) hour telephone number accessible by the city. During enforcement hours, a Contractor supervisor will be on call within a 30 minute response time. After office hours the Contractor supervisor shall be accessible by cell phone.
3. Contractor to maintain photo evidence on file for a period of one year per infraction from date of citation.

F. Training

Contractor shall be responsible for complete training of parking enforcement personnel. Training shall include, but not be limited to:

1. Customer Service and expectations;
2. Dealing with difficult people, Conflict Management and dispute resolution;
3. Civil rights law and procedures
4. Municipal Code, and all ordinances related to parking enforcement;
5. Giving testimony and courtroom procedures;
6. Job procedures and emergency protocol;
7. Job safety as required by OSHA;
8. Public Safety

G. Record Keeping, Reports, and Revenue Control

1. All revenue collections, deposits, and reporting procedures shall be in accordance with Finance Department requirements.
2. The Contractor will be responsible for the oversight and close supervision of the attendants, including, but not limited to, consistent, daily auditing of the revenue collected and deposited against the receipts and fee computer reports. Contractor shall follow any and all revenue, ticket, and permit control procedures as set forth by the City of Coeur d'Alene.
3. Contractor will be responsible for all employment related record keeping and upon request by the city, shall provide personal and training information for each employee.
4. Contractor will retain/provide debt/fine collection services from a third party debt collection agency to collect delinquent parking fines/fees, and non-sufficient funds checks.
5. Each Enforcement Agent shall have immediate access to supervisor and shall report and document any relevant parking or customer issues on an incident report and provide to the city upon request.
6. Inspection: Contractor shall keep all records related to this contract to include, but not limited to: the records listed above for at least six (6) years following expiration or termination of this agreement, or deliver the records to the city. Contractor shall keep all records in its regular business and shall keep the records in an orderly manner as may be directed by the city to assure easy access and reference to the records and shall make all records available for inspection and copying by the city during business hours.
7. Reports – The city requires that the enforcement personnel follow preapproved patrol routes. Contractor will be responsible for proposing patrol routes and schedules, and the method (reports) by which the city will be kept informed. The city requires assurance that coverage is adequate, fair, regular, and consistent. The city may make additions or deletions to the following list of required reports at its discretion. The following is the minimum requirement for reports that shall be prepared by Contractor and transmitted to the city:

8. Monthly summary of activities showing total labor hours including patrol and non-patrol hours, customer service hours, and Management hours. Additionally, a detailed accounting of all revenues collected by location, including citation revenue, daily parking revenue, and monthly parking revenue collected by date. This report must be submitted to the City of Coeur d'Alene no later than the 20th of the following month.
9. Monthly summary of ticket activity including the number of tickets by infraction type, and a list of voided/validated tickets with an explanation as to why the tickets were voided/validated.
10. Written reports on all complaint phone calls or on street complaints to officers on duty. Upon request, written complaint logs, including the names of the parties involved, telephone numbers and addresses (if known), the nature of the complaint, and action taken, shall be available for inspection by the city.
11. Monthly reports containing the above data shall be furnished to the city no later than the 20th of each month for the preceding month.

H. Enforcement Duties

Services to be provided shall include, but are not limited to:

1. Enforcement of on and off street parking including but not limited to the central business district, and residential/commercial parking areas, and will issue citations according to City of Coeur d'Alene Municipal Code.
2. Management of city-owned boat moorage slips located at the end of the Third Street parking lot.
3. Disabled parking spaces (ADA) and other parking restricted areas, including ADA parking in designated public and private off-street parking areas, and will be covered at frequency necessary to ensure consistent enforcement.
4. Issue Notices of Infraction for violations of parking ordinances when and where appropriate.
5. Prepare and provide affidavits and reports for contested parking infractions, violations, and incidents for the Parking Commission.
6. Perform parking surveys required for efficient parking management.
7. Enforce all parking ordinances as identified in the City of Coeur d'Alene Municipal Code and Idaho State statutes.
8. Be responsible for all handheld computers including purchase, licensing, and maintenance. Program handheld computers daily at downtown office for enforcement routes and for uploading/downloading of daily citation activity.
9. Be responsible for handhelds that are damaged due to negligent or deficient care or loss. Contractor retains ownership of handhelds.
10. Notify Police Department for declaration of nuisance or abandoned vehicles

I. Municipal Court/Police Dept. Requirements

1. Contracted employees shall appear in Municipal Court promptly, in uniform and be prepared to testify or submit an affidavit when required in parking related

cases. The city will provide training and support, at the city's discretion, related to Municipal Court cases.

2. In the event that issuing agent cannot be present for hearing, a twenty-four hour (24) notice must be given if agent cannot appear.
3. All documentation pertaining to in-person hearings must be reviewed prior to court date by the Contractor Supervisor.

J. Special Event Support

Contractor shall coordinate special parking needs for on/off street enforcement with the city to accommodate special events, including staffing as required. Contractor will be notified at least twenty four hours (24) prior to event. A seventy-two (72) hour notice is required for special events scheduled on a non-special event setup on non-enforcement days will be subject to additional fees, and a seventy-two (72) hour notice is required prior to event. Contractor will be responsible for assistance in special events only during normal operating hours.

K. Paid/Permit Parking Enforcement

Contractor shall manage, operate and promote city-owned parking facilities and off-street pay box parking. Parking facilities are located in the central business district of the city as follows:

1. Third Street parking lot (McEuen Field)
2. Museum of North Idaho parking lot
3. Independence Point parking lot
4. 4th & Coeur d'Alene parking lot
5. Memorial Field parking lot
6. City Library parking lot
7. All on-street parking spaces within the central business district

L. Permit Sales Process and Record Keeping

Contractor will sell permits and access cards (if applicable), record transactions, deposit receipts, and provide reports. All deposits and record keeping shall be performed with electronic, computerized cashiering and record keeping equipment. Records shall be maintained up to the minute at all times. Manual ledgers shall not be acceptable except as a temporary measure in the event of equipment or power failures. In such circumstances, all manually accumulated information shall be inputted into the database within 24 hours. Contractor will record all transactions, on a lot by lot basis, on a daily log sheet for deposit and auditing purposes. Receipts will be offered to all purchasers. The daily logs will be tallied weekly and the totals will be submitted to the Finance Director or his/her designee by 2:00 p.m. the following Monday. All printed permits not sold must be accounted for a logged. Contractor will account for all permits printed, monitor the permit supplies, and order additional

permits as needed. Contractor shall supply the permits, type and style as approved by the Finance Director.

M. Equipment Required

1. Hand Held Ticket Writing Units (one minimum)
2. Dedicated Software Program (parking management, route tracking, electronic pay station software)
3. Personal Computers (one minimum, laptop and PC)
4. Cell Phones (two minimum)
5. Fax printer scanner copier machines
6. Web Page
7. Credit Card Payment Equipment
8. Cash register with print tape and day/rate receipt function, and daily cash receipts/till balance print out
9. Safe for security of deposits and confidential/secure information

N. Equipment Repair and Maintenance

1. Contractor shall at all times, during the term of this contract, maintain in good condition, repair, and working order the revenue control equipment at all facilities.
2. Contractor to perform periodic preventive maintenance, including replacement of parts as needed, as recommended by the manufacturer's published specifications for the specific equipment, according to model number and date of installation. As preventive maintenance, Contractor shall, on a monthly basis, (1) inspect all components of the equipment to determine that no damage or excessive wear has taken place, (2) replace worn parts, (3) clean and lubricate all parts requiring or needing such maintenance, and (4) test the equipment to ascertain whether it is performing consistent with the requirements set forth herein. Contractor shall bear the cost of all lubricants, tools, measuring devices, diagnostic equipment, rags, and other equipment and supplies that are necessarily required for the proper maintenance and repair of the equipment according to the manufacturer's recommendations.

Exhibit “B” – Sample Agreement

The City’s most recent parking contracts can be found at www.cdaid.org.

Exhibit "C" - Coeur d'Alene Downtown Permit/Paid Parking Map



Exhibit "D" - Coeur d'Alene Central Business District Off-Street Parking Map



Exhibit “E”- Coeur d’Alene Municipal Code

Title 10 VEHICLES AND TRAFFIC

10.02.010: FINDINGS AND INTENT:

- A. The city finds that parking, movement, and control of traffic on the public rights of way should be regulated to promote traffic safety, to enhance the smooth flow of traffic, and to fairly allocate parking spaces among the public.
- B. Limiting parking in some areas of the city helps facilitate commerce by promoting frequent turnover for shopping, sightseeing, and tourism activities rather than commuter or long term parking.
- C. Effective enforcement of parking regulations and other traffic control devices is required to meet the objectives of this title, and to protect the health, safety, and welfare of drivers and pedestrians using public rights of way. (Ord. 3282 §2, 2007)

10.02.020: AUTHORIZATION:

The provisions of this chapter are enacted pursuant to the authority granted to the city under article XII, section 2 of the Idaho constitution and Idaho Code sections 49-207 through 209, 50-301, and 50-302. (Ord. 3282 §3, 2007)

10.02.030: DEFINITIONS:

The definitions set forth in Idaho Code 49-101 through 49-124 are incorporated into this section as if fully set forth herein. (Ord. 3282 §4, 2007)

10.04.010: PLACEMENT AND MAINTENANCE:

The street superintendent shall cause to be placed and maintained such traffic control signs, signals and markings upon the streets, alleys, public parks, public parking lots and other public and city owned property as the city engineer may deem necessary to indicate and carry out the provisions of this title and the provisions of the most recent edition of the "Manual On Uniform Traffic Control Devices" as adopted pursuant to Idaho Code sections 49-201 and 209, and to regulate, warn or guide traffic. Prior to installation, the city engineer shall provide written direction for the type and location of traffic control signage or pavement marking. (Ord. 3297 §1, 2007; Ord. 3282 §5, 2007)

10.04.020: OBEDIENCE REQUIRED:

- A. It shall be unlawful for the driver of a vehicle to fail to obey any traffic control device, sign, or signal erected or maintained pursuant to any state law, city ordinance, or resolution of the city council, unless otherwise directed by a police officer, or when necessary to avoid a collision, or in case of an emergency.
- B. It shall be unlawful for any pedestrian to fail to obey any sign or signal erected or maintained pursuant to state law, city ordinance, or resolution of the city council, unless otherwise directed by a police or traffic officer or when necessary to avoid a collision, or in case of emergency. (Ord. 3282 §6, 2007)

10.08.010: ONE-WAY ALLEYS DESIGNATED:

Twenty four (24) hours per day, all days including holidays, motor vehicles are restricted to one-way traffic on the following alleys and to the following direction of traffic:

- A. In the alley between Sherman Avenue and Front Avenue from Fifth to Third Street, the direction of traffic shall be in a westerly direction only;
- B. In the alley between Sherman Avenue and Lakeside Avenue from Second Street to Eighth Street, in an easterly direction only;
- C. In the alley between Lakeside Avenue and Coeur d'Alene Avenue from Fifth Street to Third Street, in a westerly direction only. (Ord. 3429, 2012)

10.12.010: PROHIBITED WHERE:

- A. The drivers of vehicles are prohibited from making reverse or U-turns on any street in the Municipality between intersections and are prohibited from making such reverse turns or U-turns in any intersection on Sherman Avenue from First Street to Seventh Street, both inclusive, or in any other intersection where signs are placed by the Police Department. It is unlawful for any driver to disregard such signs. (prior code §10-3-7)

10.20.010: STOPPING, STANDING, PARKING:

- A. No person shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic, or at the direction of a police officer or traffic control device, in any of the following places:
 - 1. On a sidewalk;
 - 2. In front of a public or private driveway;
 - 3. Within an intersection;
 - 4. On a crosswalk;
 - 5. Within twenty feet (20') of a crosswalk at an intersection;
 - 6. Between a safety zone and the adjacent curb or within thirty feet (30') of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings;
 - 7. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
 - 8. On a roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - 9. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - 10. In an alley so as to hinder or block traffic;
 - 11. In front of a mailbox in a manner that would prevent the distribution of mail by the United States postal service. Postal carriers must be able to drive into and out of the delivery area without backing up;
 - 12. In a parking space designated for handicapped parking except for a vehicle that is momentarily in the space for the purpose of allowing a handicapped person to enter or leave the vehicle, unless the vehicle is displaying a special license of the handicapped, or official handicapped card issued by the state, or an official temporary handicapped card issued by the state or another state;

13. Upon any officially marked bicycle lane, bicycle path, footpath or other separate right of way specifically set aside for use by pedestrians or nonmotorized vehicles except at an intersection or when entering or leaving a roadway at a driveway, private road or alley. This section shall not apply to authorized emergency vehicles meeting the conditions specified in title 49 of the Idaho Code, or authorized maintenance and construction vehicles while actually engaged in work upon a roadway or nonmotorized right of way; or

14. At any place where traffic control devices regulating stopping, standing, or parking are placed at the direction of the city council by duly passed resolution, to regulate the flow of traffic or to ensure the safety of motorists or pedestrians.

B. No person shall move a vehicle not lawfully under his control into any area where parking, stopping, or standing is prohibited or away from a curb such distance as is unlawful. (Ord. 3282 §7, 2007: Ord. 3167 §1, 2004: Ord. 2418 §1, 1991: Ord. 2206 §1, 1989: Ord. 2114 §1, 1988: Ord. 1999 §1, 1986: prior code §10-3-16)

10.20.050: TEMPORARY "NO PARKING" ZONES; BARRICADES AND SIGNS; AUTHORITY; TOWING:

The police department is authorized to indicate temporary zones where vehicles shall not be parked when, in the opinion of the chief of police, it is necessary to prevent temporarily the parking of vehicles on any street or portion of such street. The chief of police may do so either by placing appropriate signs or placing barricades or officers at such places. It is unlawful for any person to park any vehicle at such time and at such designated places. The police department is authorized to remove such illegally parked vehicles and the owner thereof shall pay the cost of such removal. (prior code §10-3-11)

10.20.060: MANNER OF PARKING:

A. Motor vehicles shall be parked parallel to the curb or edge of the roadway on all streets and avenues, in the direction of authorized traffic movement, with the right hand wheels within eighteen inches (18") of the curb or edge of the roadway.

B. At locations where there is adequate right of way available, as determined by the city engineer or engineer's designee, and where properly striped, motor vehicles shall be parked diagonally or perpendicularly, as indicated by the striping, to the curb or edge of the roadway in such a manner that the wheel of the vehicle closest to the curb is not more than eight inches (8") from the curb or edge of the roadway and the other wheel is not more than eight feet (8') from the street edge of the curb.

C. Motor vehicles shall not be parked within thirty feet (30') of the point of intersection of the curb lines or within fifteen feet (15') of any fire hydrant unless within a parking space designated pursuant to section [10.24.020](#) of this title, or within a marked fire lane.

D. A motor vehicle shall not be parked so that any portion of it crosses any line or marking of a parking space or be parked in such position that the vehicle shall not be entirely within the area designated by the lines or markings. (Ord. 3398, 2010)

10.20.070: DELIVERIES AND PICK UPS:

Whenever possible all deliveries and pick ups by motor vehicles or by trucks shall be made from alleys. (Ord. 3282 §10, 2007: prior code §10-3-15)

10.20.080: PARKING IN ALLEYS AND LOADING ZONES:

No motor vehicles shall be parked in the alleys or loading zones described hereinabove except for the purpose of loading or unloading which shall be done as expeditiously as possible and shall not exceed thirty (30) minutes elapsed time in any one block. (Ord. 3282 §11, 2007: Ord. 2114 §3, 1988: prior code §10-3-13)

10.20.100: PARKING IN HANDICAPPED PARKING:

- A. Parking a vehicle, on public or private property open to the public, in a space reserved for the handicapped, which space is marked in conformance with the requirements specified in the Idaho Code section 49-213, or any subsequent Idaho Code section which specifies the manner of marking or signing disabled parking, is prohibited, unless a vehicle is momentarily in the space for the purpose of allowing a handicapped person to enter or leave the vehicle, or unless a special license plate, card, or temporary card for the handicapped as prescribed in Idaho Code section 49-410, or any subsequent Idaho Code sections which provide for the issuance of a special license plate, card, or temporary card for person with a disability, is displayed on the vehicle. The registered owner of a vehicle parked in violation of the provisions of this section is guilty of an infraction.
- B. Law enforcement officials are empowered to enter upon private property open to the public to enforce the provisions of this section.
- C. There shall be one handicapped parking space on each block within the area bounded by Front Avenue, First Street, Seventh Street, and Lakeside Avenue. A "street block" for the purposes of this section means a parcel of land bounded on all sides by street rights of way.
- D. The city council is authorized to designate other handicapped parking spaces throughout the city by properly adopted resolution. Such handicapped parking spaces will be marked in conformance with Idaho Code as described in subsection A of this section. (Ord. 3371 §1, 2009)

10.22.010: PURPOSE AND SCOPE:

This chapter authorizes a program and a procedure by which property owners and residents in qualifying residential neighborhoods can maintain quality of life when competing with commuter vehicles for available on street parking in congested areas. Such parking on residential streets by nonresidents who are not visiting or conducting business with residents, creates adverse impacts on the public's general health, safety, and welfare. The burden of the adverse impact is particularly borne by the residents, thus contributing to neighborhood decline. In these situations, uniform parking regulations do not serve the public's interest. (Ord. 3065 §1, 2002)

10.22.020: PROCEDURE FOR THE ESTABLISHMENT OF A RESIDENTIAL ON STREET PARKING PERMIT AREA DESIGNATION:

A. Local governments have certain powers pursuant to the Idaho state law to regulate the standing or parking of vehicles on public streets. The city council may, after holding a public hearing on any residential parking permit proposals, create pursuant to ordinance, areas of the city to be designated as residential parking permit areas during specified times of the day, week, and year, if the city council finds that the residential area under consideration for such a designation is experiencing some of the following conditions:

1. Predominately residential in character near a nonresidential use that attracts a significant volume of motor vehicle commuter traffic;
2. The streets, without motor vehicle regulations, are regularly congested with hazardous traffic conditions, with vehicles blocking pedestrian crosswalk areas, driveways and alleys, as well as, obstructing visibility of pedestrians and motorists at intersections;
3. An area in which a significant number of residential dwelling units in the area lack sufficient off street parking spaces to adequately serve the motor vehicle parking needs of the residents, causing unreasonable burdens in gaining access to their residences;
4. An area where limiting the parking of vehicles along public streets in the residential area to vehicles registered or controlled, and exclusively used by persons residing in the residential area is necessary in order to preserve the safety of children and other pedestrians, improve traffic safety, reduce hazardous traffic conditions and better provide adequate motor vehicle parking for residents of the area, as well as, improve the peace, good order, comfort, convenience, and welfare of the inhabitants and preserve the character of their residential district through control and reduction of litter, noise, and air pollution.

B. Any ordinance designating an area of the city as a residential permit parking area shall describe:

1. The designated public street area along which parking will be limited to vehicles registered to or controlled and exclusively used by persons residing in the area;
2. Hours of each day, days of each week, and year that the residential parking permit regulations shall be in effect;
3. The basis that will be used to determine the annual cost for purchasing a permit and the date by which a permit must be renewed each year;
4. The individuals eligible to purchase a permit;
5. Any special provisions or exceptions applicable to schools, churches, businesses, public park use, etc., within the residential area; and
6. Visitor permit or special gathering provisions for the residential area.

- C. Upon adoption of any ordinance by the city council designating an area for residential parking permit only, the city engineer shall cause appropriate signs to be erected along the streets identified in the ordinance prior to any enforcement of the residential parking permit regulations. The street signs erected shall give notice of the nature of the parking limitation and shall indicate the hours and days when such parking limitation shall be in effect. (Ord. 3065 §2, 2002)

10.22.030: DESIGNATION OF RESIDENT ONLY PARKING AREAS:

- A. For the purposes of this chapter, "resident only" permits shall be construed to include permits for employees of churches or other residential service organizations within the designated resident only areas. For purposes of this chapter, references to the city engineer, city clerk, or police department shall be construed to mean any staff member or officer designated by the mayor and city council to operate, manage, or conduct the program.
- B. Said persons, as listed above, are hereby authorized to issue resident only permits to employees described above, as well as, to issue permits for healthcare providers, in home service providers, meals on wheels, and similar residential service organizations to allow their staff to attend to clients living in all the resident only parking areas. The city clerk, city engineer, or designee, are hereby authorized to establish procedures for applicants and issuance of permits in accordance with this chapter, design appropriate application forms, order supplies, erect or remove signs as needed, and perform such other duties and services as might be necessary to carry out the purposes of this chapter.
- C. The city engineer shall establish resident only parking areas and erect signs to so notify the public along those streets, which the city deems appropriate, based upon the city engineer's traffic and congestion studies. The studies shall consider the extent to which legal on street parking spaces are occupied by motor vehicles; the extent to which vehicles parking in the area are vehicles other than resident vehicles; and the extent to which resident motor vehicles in the residential area cannot be accommodated by the number of available off street parking spaces. Notification of this designation and the procedures for obtaining permits shall be mailed to each residence and/or property owner along the streets so designated by the city engineer. Parking in such areas during the hours of seven thirty o'clock (7:30) A.M. to five thirty o'clock (5:30) P.M., Monday through Friday, shall be allowed only for vehicles displaying either a resident's decal or a visitor's permit tag, unless designated otherwise for specific areas. (Ord. 3065 §3, 2002)

10.22.040: REMOVAL OF DESIGNATION; DELETION OF STREETS FROM RESIDENT ONLY PARKING AREAS:

Information generated through the original designation process and criteria set forth in this chapter shall also be utilized by the city engineer in determining whether to remove the resident only designation from any portion of an area previously so designated.

- A. Procedure; Notice: The city engineer may remove a resident parking only area from designation under the program or delete a portion thereof after a public hearing and giving written notice of such intentions to the residents of dwelling units in the area subject to the proposed changes. The notice shall contain a description of the area or streets to be deleted from the permit parking area and the date, time, and place of a public hearing to consider the proposed changes.
- B. Hearing And Results: The city engineer shall explain the factors justifying his proposal. Said city council decision shall be rendered, in writing, and filed with the city of Coeur d'Alene police department with copies mailed to residents along the affected streets. If removal from designation is approved, the city engineer shall cause all signs designating the area as resident only parking to be immediately removed. (Ord. 3065 §4, 2002)

10.22.050: ISSUANCE OF PERMITS:

- A. Form Of Permit: Once an area has been designated a resident only parking area, the city clerk shall issue parking permits in the form of decals and visitor permit tags to applicants determined eligible for permits under this chapter. The resident permits shall be valid from August 15 of a year through August 14 of the following year, and be in the form of numbered, color coded decals or, for visitors, in the form of numbered hangtags. Decals must be placed on the lower left rear window (driver's side) of the vehicle; visitor permit tags must be hung from the rearview mirror so as to be plainly visible from the sidewalk or street. It is acceptable for applicants with convertible vehicles, and/or vehicles with windows tinted in a shade in which the decal does not show through, to place the decal in the front driver's side window, as long as the decal does not block the driver's view.
- B. Application, Number, And Type Of Permits: Applicants must appear in person and sign and complete a form provided by the city clerk, certifying their status as residents, or other parties eligible under this chapter, and present proof of identification, address, current vehicle registrations, and license plate number. A permit will not be issued to an applicant who, despite living within the boundary of the resident only parking area, resides in a multiple-family dwelling that has sufficient on site parking for residents. One decal may be issued for each vehicle currently registered to an applicant residing in the permit area. Owners of residential rental property who reside outside the area may receive one visitor permit upon presentation of proof of ownership of the property in addition to the requirements listed above.
- C. Additional Decals Or Tags: Additional decals or visitor permit tags may be issued, upon receipt of the appropriate fee, if the city clerk or designee determines that extenuating circumstances warrant the deviation. The city clerk shall have discretion in assigning the time frame for expiration of additional visitor permit tags. An aggrieved party may appeal the decision to the city engineer in writing within seven (7) days of the decision.
- D. Issuance Of A Permit Not A Guarantee: Issuance of a permit shall not guarantee or reserve to the holder thereof an on street parking space within the designated residential permit parking area. (Ord. 3149 §1, 2003: Ord. 3104 §1, 2003: Ord. 3065 §5, 2002)

10.22.060: VISITOR PERMIT TAGS:

The city clerk shall issue two (2) visitor permit tags for each residence, in the designated areas, for residents to give to visitors for temporary display in vehicles parked on the streets. Residents who are planning events, which require additional visitor permit tags, may request them from the city clerk. (Ord. 3065 §6, 2002)

10.22.070: LIMITATIONS ON PARKING IN PERMIT AREA:

- A. The owner of any vehicle parking in a resident only parking area without the display of either a current resident's decal, or a visitor's permit tag, during the days and/or hours posted for the area shall be in violation of this chapter.
- B. A parking violation notice may be issued to the owner of a vehicle, except for vehicles in the following circumstances:
 - 1. A vehicle displaying a resident's decal affixed to the lower left rear window (driver's side) of the vehicle.
 - 2. A vehicle displaying a visitor's permit tag hung from the rearview mirror so as to be readily visible from the sidewalk or street.
 - 3. An emergency vehicle, including, but not limited to, an ambulance, fire engine, or police vehicle.
 - 4. A clearly marked vehicle which is under the control of a person providing a service to persons or property located in the designated residential permit only area, including, but not limited to, a delivery vehicle.
- C. The police department staff, and other officers as authorized, may issue parking violation notices to the owners of any vehicles found in violation of the provisions of this chapter. (Ord. 3104 §2, 2003: Ord. 3065 §7, 2002)

10.22.080: DURATION OF PERMIT:

Each parking permit, including visitor permit tags, shall be valid from August 15 of the year in which it is issued through August 14 of the subsequent year. (Ord. 3065 §8, 2002)

10.22.090: UNLAWFUL USE OF DECALS OR PERMITS:

- A. It shall be unlawful and a violation of this chapter for a person to falsely represent himself as eligible for a parking permit or to furnish false information in an application therefor. It shall be unlawful and a violation of this chapter for any person to: 1) obtain or attempt to obtain or display a permit or visitor permit tag issued under this chapter, or 2) to park a vehicle bearing a valid permit or visitor permit tag issued under this chapter in a resident only parking area, unless he or she is a resident of the dwelling unit for which the permit has been issued or is a bona fide employee of a residential service organization eligible for permits as specified in this chapter. No person who is issued a residential permit shall allow it to be used by, or offer it for use to any other person, other than residential visitor permit tags.
- B. It shall be unlawful and a violation of this chapter for a person holding a valid parking permit issued pursuant hereto to permit the use or display of such permit on a motor vehicle other than that for which the permit is issued or intended. It shall be unlawful and a violation of this chapter for a person possessing visitor tags issued pursuant hereto to permit the use or display of such tag on a vehicle parked in the resident only area unless the driver/occupants are on the premises or inside the residence for which the permit was issued while the vehicle is so parked. Such conduct shall constitute an unlawful act by both the person holding the parking permit/tag and the person who so uses or displays the permit on a motor vehicle other than that for which it is issued. In addition to any other penalties, such a violation shall result in revocation of the resident's permit for the balance of the year and the city clerk shall so notify the resident and the police department. In the event a vehicle bearing a permit decal is sold, the owner shall remove the decal and inform the city clerk or designee, who shall in turn cancel that permit.
- C. Any person aggrieved by the revocation of a permit has the right to appeal to the city engineer within seven (7) days of such revocation. (Ord. 3065 §9, 2002)

10.22.100: FORT GROUND RESIDENTIAL ON STREET PARKING PERMIT AREA:

- A. The boundary designated pursuant to this chapter as the Fort Ground residential on street parking permit area shall be as follows:
1. Bounded on the west by Hubbard Street, on the east by Park Drive and Lincoln Way, on the north by River Avenue, including North Military Drive, and to the south by Lake Coeur d'Alene.
- B. Parking in the Fort Ground area during the hours of seven thirty o'clock (7:30) A.M. to five thirty o'clock (5:30) P.M., Monday through Sunday, except holidays and special events, as defined below, shall be allowed only for vehicles displaying either a resident's decal or a visitor's permit tag.
- C. Holidays shall be the following nationally recognized days: Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Jr./Idaho Human Rights Day, Presidents' Day, Memorial Day, Independence Day, and Labor Day.
- D. Special events shall include Art On The Green, North Idaho College commencement day, or other special events as permitted by the city.
- E. Fees for parking permits shall be designated by resolution.
- F. The homeowners' association shall notify the city clerk, annually, of the name of an association member who shall be in charge of the distribution of temporary permits for special events. The association representative

shall be responsible for distributing the temporary passes for individual homeowner's special events on an as needed basis. The city clerk may annually issue the association representative twenty (20) temporary hangtags, free of charge. These passes shall be distributed to individual homeowners for residential events in which they are expecting several visitors. The association representative shall monitor the number of permits distributed to any one street, to ensure that there are an adequate number of spaces remaining on the block for the homeowners not included in the special event. (Ord. 3104 §3, 2003: Ord. 3065 §10, 2002)

10.24.010: AUTHORITY TO DESIGNATE LIMITED TIME SPACES AND ZONES:

The city council may, by duly adopted resolution or ordinance, establish parking spaces which limit the amount of time a motor vehicle may park in that space. The city engineer or designee is directed and authorized to mark off individual parking spaces and/or zones and/or place signs indicating a time restriction in the limited time parking spaces or zones. (Ord. 3282, §15, 2007: Ord. 3064 §4, 2002: Ord. 2934 §12, 1999: Ord. 2556 §3, 1993: Ord. 2219 §2, 1989: Ord. 2114 §4, 1988: prior code §10-2-2)

10.24.020: LIMITED TIME PARKING SPACES AND ZONES:

- A. No owner or operator of any vehicle shall on any day, except Sundays and holidays, between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., allow or cause said vehicle to be continuously parked longer than fifteen (15) minutes in any parking space posted for fifteen (15) minute parking.
- B. No owner or operator of any vehicle shall allow or cause such vehicle to be continuously parked for a period of more than two (2) hours on any day between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M., except Sundays and holidays, along the following described portions of streets and avenues within the city:

Sherman Avenue from Second Street to Seventh Street;

The east side of First Street from Sherman Avenue to Indiana Avenue;

The west side of First Street from Sherman Avenue to the south side of the intersection of First Avenue and Coeur d'Alene Avenue;

Second Street from Sherman Avenue to Wallace Avenue;

Third Street from Front Avenue to Indiana Avenue;

Fourth Street from Front Avenue to Indiana Avenue;

Fifth Street from Front Avenue to Coeur d'Alene Avenue;

Sixth Street from Front Avenue to Lakeside Avenue;

The north side of Indiana Avenue between Third Street and Fourth Street;

Lakeside Avenue from First Street to Seventh Street;

The south side of Front Avenue from Fifth Street to Sixth Street;

The north side of Front Avenue from Third Street to Seventh Street;

Coeur d'Alene Avenue from First Street to Fifth Street.

Such other spaces and/or zones and for such amount of time as may hereafter be established by duly passed resolution of the city council.

Within the meaning of this section, the term "holiday" includes the following days only: January 1, the last

Monday in May, July 4, the first Monday in September, December 25, and the day designated and set aside as Thanksgiving Day. (Ord. 3282, §16, 2007: Ord. 2878 §1, 1998: Ord. 2672 §1, 1995: Ord. 2605 §1, 1994: Ord. 2450 §1, 1992: Ord. 2396 §1, 1991: Ord. 2228 §1, 1989: Ord. 2219 §3, 1989: Ord. 2166 §1, 1989: Ord. 2137 §1, 1988: Ord. 2040 §1, 1987: Ord. 2020 §2, 1987: Ord. 1976 §1, 1986: Ord. 1963 §2, 1986)

10.24.030: ADDITIONAL PARKING RESTRICTIONS:

- A. Two Hour Parking Spaces: Once the two (2) hour limit has expired on a two (2) hour parking space, no owner or operator of the vehicle which occupied that two (2) hour space shall park within three hundred feet (300') of that same parking space.
- B. Parking Spaces Without The Two Hour Time Limit: No vehicle shall be parked continuously at the same location or combination of locations within the same block on any public street or alley in the city for more than twenty four (24) hours. "Block" shall be defined as a segment of a street bounded by successive cross streets, intersection of a street, street rights of way, parks, undeveloped acreage, unsubdivided acreage, railroad rights of way or a combination thereof. (Ord. 3282 §§17, 18, 2007: Ord. 2808 §1, 1997: Ord. 2605 §2, 1994: Ord. 2450 §2, 1992: Ord. 2219 §4, 1989: Ord. 2020 §3, 1987: Ord. 1963 §3, 1986: prior code §10-2-6)

10.24.040: ENFORCEMENT:

It shall be the duty of the police department or other person(s) designated by the city to enforce the provisions of this chapter. (Ord. 2633 §1, 1994: Ord. 2219 §5, 1989: prior code §10-2-7)

10.24.060: INTERPRETATION OF PROVISIONS:

Nothing in this chapter shall be construed as prohibiting the city from providing for bus stops, for taxicab stands and other matters of similar nature, including the loading or unloading of trucks, vans or other commercial vehicles, limited parking zones, and the granting of extended parking privileges for construction and maintenance vehicles in limited parking zones. (Ord. 2219 §7, 1989: Ord. 1986 §1, 1986: prior code §10-2-10)

10.27.010: VIOLATION OF TRAFFIC OR PARKING PROVISIONS OF TITLE; PENALTY:

A violation of any of the traffic provisions set out in this title shall be an infraction unless another penalty is provided by state law, and, upon being found to have violated a traffic provision of this title, shall be penalized as allowed by state law.

A violation of any of the parking provisions set out in this title shall be punishable by a civil penalty in an amount established by resolution of the city council as set forth in and enforced pursuant to section [10.27.020](#) of this chapter.

Nothing in this section shall limit the ability of the city to impound vehicles as set forth in section [10.28.010](#) of this title. (Ord. 3226 §2, 2005: Ord. 2100 §1, 1988: Ord. 1675 §1, 1981: Ord. 1607 §1, 1980)

10.27.020: CHARGES FOR VIOLATION:

- A. Any person violating any of the parking provisions set forth in this title shall be assessed a civil penalty for each violation. The civil penalties for each violation shall be established by resolution of the city council.
- B. Any police officer, or other person(s) designated by the city or chief of police, observing any parking violation shall issue a ticket describing such violation and the charge assessed for the violation to the person committing the violation. The ticket shall be payable to the city cashier within ten (10) days of the violation. Failure to pay the civil assessment set forth on the parking ticket shall result in further action being taken by the city as set

forth in section [10.27.040](#) of this chapter. (Ord. 3226 §3, 2005: Ord. 2700 §2, 1995: Ord. 2568 §1, 1993: Ord. 2556 §4, 1993: Ord. 2359 §6, 1991: Ord. 2114 §5, 1988: Ord. 2101 §1, 1988: Ord. 1963 §4, 1986: Ord. 1607 §2, 1980)

10.27.030: VEHICLE OWNERSHIP AS EVIDENCE:

- A. In any prosecution against the registered owner of a motor vehicle charging a violation of any regulation governing the standing or parking of a vehicle under any ordinance of the city of Coeur d'Alene, proof that the particular vehicle described in the complaint was parked in violation of any such ordinance, together with proof that the defendant named in the complaint was, at the time of parking, the registered owner of the vehicle, shall constitute prima facie evidence that the registered owner of the vehicle was the person who parked or placed the vehicle at the point where, and for the time during which, the violation occurred. For the purposes of this subsection, proof that a person is the registered owner of a vehicle is not prima facie evidence that the registered owner has violated any other provision of law. Proof of a written lease or of rental agreement for a particular vehicle described in the complaint on the date and time of the violation, which lease or rental agreement includes the name and address of the person to whom the vehicle is leased or rented, shall rebut the prima facie evidence that the registered owner was the person who parked or placed vehicle at the time and place where the violations occurred.
- B. In any prosecution against the lessee or renter of a motor vehicle charging a violation of any regulation governing the standing or parking of a vehicle under any ordinance of the city of Coeur d'Alene, proof that the particular vehicle described in the complaint was parked in violation of any provision of the ordinance, together with proof that the defendant named in the complaint was, at the time of parking, the lessee or renter of the vehicle, shall constitute prima facie evidence that the lessee or renter of the vehicle was the person who parked or placed the vehicle at the point where, and for the time during which, the violation occurred. For the purposes of this subsection, proof that a person is the lessee or renter of a vehicle is not prima facie evidence that the lessee or renter has violated any other provision of this law.
- C. Any charge under such ordinance shall be dismissed when the person charged has made a bona fide sale or transfer of the vehicle, has delivered possession thereof to the purchaser, and has complied with the requirements of chapter IV, title 49 of the Idaho Code prior to the date of the alleged violation and has advised the court of the name and address of the purchaser and the date of the sale. (Ord. 1798 §1, 1983)

10.27.040: FAILURE TO PAY CIVIL PENALTY FOR PARKING VIOLATION:

- A. In the event any person fails or refuses to pay the civil penalty assessed for a parking violation, the city shall take such action as is necessary for collection of the civil assessment.
- B. Collection actions may include, but are not limited to, initiating collection procedures via a debt collection service, filing a civil lawsuit for collection of the unpaid penalty(ies), and subject to subsection C of this section, filing a misdemeanor complaint. Provided, further, the city shall be entitled to all fees, costs, and attorney fees incurred in the collection of such fees and, upon entry of judgment, the city shall have each, every, and all rights of enforcement of a judgment as provided by Idaho Code.
- C. The failure to pay four (4) or more civil penalties assessed for a parking violation shall constitute a misdemeanor as provided in section [1.28.010](#) of this code. (Ord. 3282 §23, 2007: Ord. 3257 §2.19, 2006: Ord. 3226 §4, 2005)

10.27.050: APPEAL:

- A. A person wanting to file an appeal for a parking violation shall file a written notice of appeal, on a form approved by the parking commission within ten (10) calendar days of the issuance of the civil assessment (parking ticket).
- B. A member of the parking commission shall review the written appeal and shall issue a written determination within fifteen (15) days of the filing of the notice of appeal.

- C. If the appeal is denied, the parking ticket shall be deemed valid and a written determination, setting forth the reasons for the denial, shall be forwarded to the appellant at the address set forth in the notice of appeal. The appellant shall then be required to pay the civil assessment by the due date set forth in the written denial of appeal. Failure to pay the assessment shall subject the appellant to the collection procedures set forth in section [10.27.040](#) of this chapter.
- D. If the appeal is granted, the parking civil assessment shall be voided, and the appellant shall not be required to take further action.
- E. The parking commission shall, by resolution, adopt a notice of appeal form, and shall establish criteria to be used by the members when reviewing appeals.
- F. The parking commission shall also maintain a written compilation of valid appeals and shall review the same on a periodic basis to ensure appeals are deemed valid for consistent reasons and to keep the commission informed of potential parking problems. (Ord. 3252 §3, 2006: Ord. 3226 §5, 2005)

10.27.060: REMOVAL, OBSTRUCTION, OR OTHER DESTRUCTION OF PARKING MARKS:

No person shall remove, obstruct, and/or in any manner destroy the parking marks upon the tires of cars, which marks have been placed by person(s) authorized by city to keep track of the length of time vehicles are parked. A violation of this section shall constitute a misdemeanor as provided in section [1.28.010](#) of this code. (Ord. 3257 §2.19, 2006: Ord. 3226 §6, 2005)

10.28.010: AUTHORITY OF POLICE DEPARTMENT:

In addition to the provisions set forth in Idaho Code 49-662 and 49-1801 et seq., the police department or, to the extent permitted by law, other person(s) designated by the city, are authorized to immediately remove and impound, with or without citation and without giving prior notice to its owner, any vehicle parked in a tow away zone, which zones may be established by the city council by duly passed resolution. (Ord. 3297 §2, 2007: Ord. 3282 §24, 2007: Ord. 2633 §2, 1994: Ord. 1540 §1, 1978: prior code §6-9-1)

10.28.020: EXPENSES:

All costs and expenses of taking and keeping any such vehicle, including the costs and expenses of towing, keeping and storing, shall be paid by the owner of such vehicle and shall constitute a lien in favor of the city upon and against such vehicle. (prior code §6-9-2)

10.28.030: HEARING ON IMPOUNDMENT:

In the event a vehicle is towed under section [10.28.010](#) of this chapter, a postseizure hearing shall be afforded the owner of the vehicle and shall be conducted in accordance with the Coeur d'Alene police department policy and procedure pertaining to impounding and sale of seized motor vehicles. (Ord. 3282 §25, 2007)

10.40.010: DESIGNATED:

A. Motorized Vehicles Prohibited; Exception: No person shall drive or operate a motor vehicle upon any officially marked bicycle lane, bicycle path, footpath or other separate right of way specifically set aside for use by pedestrians or nonmotorized vehicles.

1. Exceptions: The prohibition contained in this subsection does not apply to:

- a. A motorized wheelchair operated by a disabled person;

- b. Authorized emergency or maintenance vehicles engaged in the performance of emergency or maintenance services;
- c. Public passenger transit service while actively engaged in loading or unloading passengers within a bike lane only; or
- d. Use of a motorized vehicle in any portion of a bike lane or trail that lies across or within a road right of way when crossing at an intersection or when entering or leaving a roadway at a driveway, private road or alley.

B. Beautification Area:

1. All vehicular traffic along and over that part of First Street south of Sherman Avenue within the city of Coeur d'Alene more particularly described as follows be and the same is hereby discontinued and prohibited, except as provided in subsection B2 of this section:

Commencing at a point where the east line of the Fort Sherman Military Reserve (now abandoned) intersects the south line of Sherman Avenue in said City of Coeur d'Alene, running thence southeasterly along the south side line of Sherman Avenue fifty two and eight-tenths (52.8) feet to a point which point is fifty feet (50'), measured at right angles, from the east line of said Fort Sherman Military Reserve (now abandoned), and which is the true point of beginning; thence south parallel with the east line of said Military Reserve two hundred seventy three feet (273'); thence east one hundred twenty seven feet (127'); thence north sixty feet (60'); thence west eighty seven feet (87'); thence north two hundred and thirteen feet (213') to the south line of Sherman Avenue; thence northwesterly along the south line of Sherman Avenue to the said place of beginning.

2. Vehicular traffic is hereby permitted for access to private property abutting on the south of the area described in subsection B1 of this section, and for access to a limited parking area abutting the area described in subsection B1 of this section. (Ord. 3436, 2012: Ord. 3382 §10, 2010)

10.40.020: MOTOR VEHICLE DEFINED:

"Motor vehicle" includes every vehicle which is self-propelled, including motorbikes, motor scooters, motorcycles, automobiles, trucks and tractors. (prior code §10-10-2)

10.40.030: BICYCLES AND TOY VEHICLES:

A. Prohibited Acts: It shall be unlawful for any person:

- 1. To ride or operate or cause to be operated a bicycle on the sidewalk along Sherman Avenue between First Street and Sixth Street. No person shall ride or operate or cause to be operated a bicycle on a sidewalk from the south side of the sidewalk right of way on Lakeside Avenue to the north side of the sidewalk right of way on Front Avenue from First Street to Sixth Street unless to cross such sidewalk into an alleyway, a private drive, or to enter a crosswalk.
- 2. Bicycles shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles, or other bicycles, or to cause damage to trees, shrubs, other plants, or other property.
- 3. No person shall ride or operate a skateboard, roller skates, in-line skates, human powered scooter, or other toy vehicle on the streets, highways, or sidewalks in the area set forth in subsection A1 of this section.
- 4. Nothing in this section shall prohibit the mayor and/or city council from allowing bicycle, skateboard, or other exhibits or demonstrations by permit or other ordinance.
- 5. A violation of any of the above subsections shall constitute an infraction which shall be punished only by a penalty established by state law, Idaho Code section 49-1503. (Ord. 3382 §11, 2010)

MEMORANDUM

TO: Mayor and City Council

FROM: Wendy Gabriel, City Administrator

DATE: April 10, 2013

RE: Consent to Idaho Department of Lands for Issuance of Permit to 11th Street Dock Owners Association

Decision Point: City Council is requested to consider providing consent to the Idaho Department of Lands (IDOL) for approval of permit application ERLS-95-S-2173(J) which will allow the 11th Street Dock Owners Association (Association) to remodel and reconstruct a significant portion of its dock system and which will also include authorization for the physical and secure placement of a firefighting vessel owned by the City of Coeur d'Alene and operated and maintained through its Fire Department (fireboat).

Background: The City of Coeur d'Alene owns property adjacent to the 11th Street Marina located at the east side of Tubbs Hill at 1100 E. Lakeshore Drive. As an adjacent owner, the IDOL is required to seek the City's input on the Association's permit application. The application seeks approval to remodel and reconstruct the current dock system at the marina with no change in overall size. It also seeks approval for the physical placement of the City's fireboat in a secure area.

The Association and its predecessors have negotiated a lease with the City since 1964 for the City's littoral rights next to Tubbs Hill. In the most recent lease renewals, reserving a location for the City's fireboat was required. Through many months of negotiations regarding location, an ideal and secure area has been identified for the fireboat's new home as presented in the application to IDOL.

Financial Analysis: There is no negative financial impact to the City in this arrangement. Although the location for the fireboat differs from that described in the current lease agreement, the current lease can easily be amended to reflect the new location which is desired by both parties at no cost to the City. In addition, the modifications to the dock system proposed by the Association will be borne by the Association and will create a safer system with additional navigational fairways between the shoreline and the dock facilities. It will also allow the canting of the marina westward in order to accomplish the requests of Mr. John Brett, the littoral owner of property to the east of the marina.

Decision Point: It is recommended that it is in the City's best interest to consent to the issuance of a permit as requested by the Association for the benefit of the City as described above. A representative from the Association will be present at your regular City Council meeting on April 16th to answer any questions you have.

CONSENT TO GRANTING OF APPLICATION OF
ELEVENTH STREET DOCK OWNERS ASSOCIATION, INC.

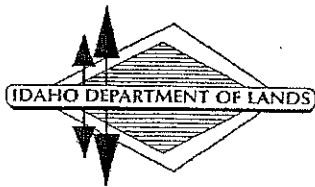
PERMIT APPLICATION ERLS-95-S-2173(J) FILED BY ELEVENTH STREET DOCK OWNERS
ASSOCIATION, INC., ON MARCH 8, 2013 WITH THE IDAHO DEPARTMENT OF LANDS

TO: THE IDAHO DEPARTMENT OF LANDS

You are advised that the City of Coeur d'Alene, a Municipal Corporation of the State of Idaho, acting pursuant to authority granted to the undersigned herein, has no objection to the granting of the Permit Application on file with the Idaho Department of Lands (Permit Application ERLS-95-S-2173(J) and consents to the entry of an appropriate permit pursuant to the Rules and Regulations of the Idaho Department of Lands.

THE CITY OF COEUR D'ALENE
BY:

AUTHORIZED AGENT



Application Number _____

COMMERCIAL/COMMUNITY/NON-NAVIGATIONAL ENCROACHMENT PERMIT APPLICATION

This information sheet and checklist must be completed when submitting an encroachment permit application. Incomplete applications will be returned without processing.

- ENCROACHMENT TYPE:** (Check all that apply)
- Community dock
 - Commercial marina
 - Bank stabilization
 - Other - describe: _____
 - Float home
 - Boat garage
 - Mooring buoy(s)

Applicant's Littoral Rights Are:

- Signature of littoral rights owner is obtained if applicant is not the owner of the riparian/littoral rights
- Owned, fee simple title holder
- Leased
- Other - describe: _____

Provide a Black/White Copy of Each Required Document on 8½"x14" or Smaller Paper:

- County plat map showing both neighboring littoral lots.
- Tax record identifying the owner of the upland parcel(s)
- Lakebed profile with encroachment and water levels of winter and summer
- General vicinity map that allows Department to find the encroachment
- Scaled air photo or map showing lengths of nearby encroachments, distances to adjacent encroachments, and location and orientation of the proposed encroachment.

Are Existing Docks or Other Encroachment(s) Permitted On This Parcel(s)?

- No
- Yes Please attach a current photograph and a "to scale" drawing (see Document Requirements Above)

Permit # ERLS-95-S-2173 Date of Construction: 1964 to present

What will happen to the existing dock or encroachment if this permit application is approved?

- Remain unchanged
- Complete removal
- Modification
- Other: Partial removal and replacement with new

(Please note that old dock materials must be removed from the lake. Discarding these materials creates docks, no serious boating safety issues and offenders will be subject to prosecution and penalties.) change in overall size

How Many Feet Does the Proposed Encroachment Extend Beyond the Ordinary (or Artificial) High Water Mark? 801 feet + OR -

The Proposed Dock Length Is: Longer than the existing docks by sixteen (16) feet

- ~~The same or shorter than the two adjacent docks (Permit L-95-S-2173I)~~
- Longer than the two adjacent docks
- Longer than the two adjacent docks, but within the line of navigability established by the majority of existing docks in the area.
- 801 feet and not located near any other docks or other encroachments.

For Community Docks, Does the Proposed Dock Exceed the Maximum Square Footage of 7 ft² per Littoral Front Foot?

- No Total square footage: _____ ft²
- Yes

For Community Docks, Does the Property Have at Least 50 Feet of Littoral Frontage?

- Yes Total front footage: 1,000-1,100 feet
- No

Will the Proposed Encroachment Exceed the Maximum Width of 10 Feet?

- No
 - Yes

If yes, explain why: _____

Will the Proposed Encroachment Be Located Closer Than 25 Feet to the Riparian/Littoral Right Lines Established With Your Neighbors?

- No
 - Yes

If yes, what are the proposed distances? _____ feet

- Consent of affected neighbor was obtained

Determining Riparian/Littoral Right Lines

Littoral right lines are not simple extensions of the upland property lines. Littoral right lines are generally perpendicular, or at right angles, to the shoreline. Curved shorelines or unusual circumstances may require Department Staff, or other professionals, to closely examine littoral right lines and assess the potential for infringement on adjacent littoral property owners.

Jim Hail
Printed Name

18 Jan 2013
Date

Jim Hail
Signature of Applicant or Agent

JOINT APPLICATION FOR PERMITS

U.S. ARMY CORPS OF ENGINEERS - IDAHO DEPARTMENT OF WATER RESOURCES - IDAHO DEPARTMENT OF LANDS

Authorities: The Department of Army Corps of Engineers (Corps), Idaho Department of Water Resources (IDWR), and Idaho Department of Lands (IDL) established a joint process for activities impacting jurisdictional waterways that require review and/or approval of both the Corps and State of Idaho. Department of Army permits are required by Section 10 of the Rivers & Harbors Act of 1899 for any structure(s) or work in or affecting navigable waters of the United States and by Section 404 of the Clean Water Act for the discharge of dredged or fill materials into waters of the United States, including adjacent wetlands. State permits are required under the State of Idaho, Stream Protection Act (Title 42, Chapter 38, Idaho Code and Lake Protection Act (Section 58, Chapter 13 et seq., Idaho Code). In addition the information will be used to determine compliance with Section 401 of the Clean Water Act by the appropriate State, Tribal or Federal entity.

Joint Application: Information provided on this application will be used in evaluating the proposed activities. Disclosure of requested information is voluntary. Failure to supply the requested information may delay processing and issuance of the appropriate permit or authorization. **Applicant will need to send a completed application, along with one (1) set of legible, black and white (8½"x11"), reproducible drawings that illustrate the location and character of the proposed project / activities to both the Corps and the State of Idaho.**

See Instruction Guide for assistance with Application. Accurate submission of requested information can prevent delays in reviewing and permitting your application. Drawings including vicinity maps, plan-view and section-view drawings must be submitted on 8-1/2 x 11 papers.

Do not start work until you have received all required permits from both the Corps and the State of Idaho

FOR AGENCY USE ONLY

USACE NWW-	Date Received:	<input type="checkbox"/> Incomplete Application Returned	Date Returned:
Idaho Department of Water Resources No.	Date Received:	<input type="checkbox"/> Fee Received DATE:	Receipt No.:
Idaho Department of Lands No.	Date Received:	<input type="checkbox"/> Fee Received DATE:	Receipt No.:

INCOMPLETE APPLICATIONS MAY NOT BE PROCESSED

1. CONTACT INFORMATION - APPLICANT Required:				2. CONTACT INFORMATION - AGENT:				
Name: Eleventh Street Dock Owners Assn, Inc.				Name: Charles M. Dodson, Attorney				
Company: c/o HOA Administration/Nanci Hawkins				Company: Dodson & Racon				
Mailing Address: 296 Sunset Ave #11				Mailing Address: 1424 Sherman Ave., #300				
City: Coeur d'Alene		State: ID	Zip Code: 83815	City: Coeur d'Alene		State: ID	Zip Code: 83814	
Phone Number (include area code): 208-665-9513		E-mail: nanci@rentalpropcda.com		Phone Number (include area code): 208-664-1577		E-mail: cmdodsonlaw@gmail.com		
3. PROJECT NAME or TITLE: Reconstruction of a portion of marina-fireboat side				4. PROJECT STREET ADDRESS: 1100 Lakeshore Dr.				
5. PROJECT COUNTY: Kootenai		6. PROJECT CITY: Coeur d'Alene		7. PROJECT ZIP CODE: 83814		8. NEAREST WATERWAY/WATERBODY: Lake Coeur d'Alene		
9. TAX PARCEL ID#: 18659		10. LATITUDE: 47°39'56"N LONGITUDE: 116°46'47"		11a. 1/4: SE	11b. 1/4: NE	11c. SECTION: 24	11d. TOWNSHIP: 50	11e. RANGE: 4W
12a. ESTIMATED START DATE: upon permit approval		12b. ESTIMATED END DATE: 12-31-2013		13a. IS PROJECT LOCATED WITHIN ESTABLISHED TRIBAL RESERVATION BOUNDARIES? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Tribe:				
13b. IS PROJECT LOCATED IN LISTED ESA AREA? <input type="checkbox"/> NO <input type="checkbox"/> YES				13c. IS PROJECT LOCATED ON/NEAR HISTORICAL SITE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				
14. DIRECTIONS TO PROJECT SITE: Include vicinity map with legible crossroads, street numbers, names, landmarks. Southern end of 11th Street, Coeur d'Alene, between Tubbs Hill and Sanders Beach (current permit #ERL-95-S-21731)								
15. PURPOSE and NEED: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Other Describe the reason or purpose of your project; include a brief description of the overall project. Continue to Block 16 to detail each work activity and overall project. Reconstruction of east portion of the existing marina (same overall size). Placement of a fire boat owned by the City of Coeur d'Alene Fire Department to serve the city and mutual aid agreements with other fire departments and law enforcement agencies (Kootenai County Sheriff, CDA Police Dept) and reconstruction of the east portion of the existing marina (with extension and shifting westward). See attached schematics.								

16. DETAILED DESCRIPTION OF EACH ACTIVITY WITHIN OVERALL PROJECT. Specifically indicate portions that take place within waters of the United States, including wetlands: Include dimensions; equipment, construction, methods; erosion, sediment and turbidity controls; hydrological changes: general stream/surface water flows, estimated winter/summer flows; borrow sources, disposal locations etc.:

No change to the currently permitted uses of activities except the placement of a fire boat for the benefit of public safety and replacement of the main dock and docks A, B, C, D and E, with shifting westward to improve view of neighbor to the east

17. DESCRIBE ALTERNATIVES CONSIDERED to AVOID or MEASURES TAKEN to MINIMIZE and/or COMPENSATE for IMPACTS to WATERS of the UNITED STATES, INCLUDING WETLANDS: See Instruction Guide for specific details.

No impact to wetlands, the only impact to the waters of the United States (Lake Coeur d'Alene is a navigable body) is the physical placement of a publicly owned fire boat at the currently approved facility of applicant. The fire boat might otherwise be placed elsewhere except for issues of security.

18. PROPOSED MITIGATION STATEMENT or PLAN: If you believe a mitigation plan is not needed, provide a statement and your reasoning why a mitigation plan is NOT required. Or, attach a copy of your proposed mitigation plan.

Applicant takes the position because there is no change to the physical design and overall size of the docks from the existing permit except replacement, extension and shifting westward of the eastern portion (main dock, dock A, B, C, D and E, see attached configuration). No mitigation required.

19. TYPE and QUANTITY of MATERIAL(S) to be discharged below the ordinary high water mark and/or wetlands:

Dirt or Topsoil: _____ cubic yards

Dredged Material: _____ cubic yards

Clean Sand: _____ cubic yards

Clay: _____ cubic yards

Gravel, Rock, or Stone: _____ cubic yards

Concrete: _____ cubic yards

Other (describe): _____ : _____ cubic yards

Other (describe): _____ : _____ cubic yards

TOTAL: _____ cubic yards

20. TYPE and QUANTITY of impacts to waters of the United States, including wetlands:

Filling: _____ acres _____ sq ft. _____ cubic yards

Backfill & Bedding: _____ acres _____ sq ft. _____ cubic yards

Land Clearing: _____ acres _____ sq ft. _____ cubic yards

Dredging: _____ acres _____ sq ft. _____ cubic yards

Flooding: _____ acres _____ sq ft. _____ cubic yards

Excavation: _____ acres _____ sq ft. _____ cubic yards

Draining: _____ acres _____ sq ft. _____ cubic yards

Other: _____ : _____ acres _____ sq ft. _____ cubic yards

TOTALS: _____ acres _____ sq ft. _____ cubic yards

21. HAVE ANY WORK ACTIVITIES STARTED ON THIS PROJECT? NO YES If yes, describe ALL work that has occurred including dates.
 The proposal is to place a fire boat owned and operated by the City of Coeur d'Alene Fire Department for the public's benefit (see attached narrative and letter from kenneth G. Gabriel, Fire Chief, Coeur d'Alene Fire Department. No physical changes have been commenced.

22. LIST ALL PREVIOUSLY ISSUED PERMIT AUTHORIZATIONS:
 ERL-95-S-2173 A through I

23. YES, Alteration(s) are located on Public Trust Lands, Administered by Idaho Department of Lands

24. SIZE AND FLOW CAPACITY OF BRIDGE/CULVERT and DRAINAGE AREA SERVED: n/a Square Miles

25. IS PROJECT LOCATED IN A MAPPED FLOODWAY? NO YES If yes, contact the floodplain administrator in the local government jurisdiction in which the project is located. A Floodplain Development permit and a No-rise Certification may be required.

26a. WATER QUALITY CERTIFICATION: Pursuant to the Clean Water Act, anyone who wishes to discharge dredge or fill material into the waters of the United States, either on private or public property, must obtain a Section 401 Water Quality Certification (WQC) from the appropriate water quality certifying government entity.
See Instruction Guide for further clarification and all contact information.

The following information is requested by IDEQ and/or EPA concerning the proposed impacts to water quality and anti-degradation:
 NO YES Is applicant willing to assume that the affected waterbody is high quality?
 NO YES Does applicant have water quality data relevant to determining whether the affected waterbody is high quality or not?
 NO YES Is the applicant willing to collect the data needed to determine whether the affected waterbody is high quality or not?

26b. BEST MANAGEMENT PRACTICES (BMP's): List the Best Management Practices and describe these practices that you will use to minimize impacts on water quality and anti-degradation of water quality. All feasible alternatives should be considered - treatment or otherwise. Select an alternative which will minimize degrading water quality

Not applicable. No change to previous permit (ERL-95-S-2173I) except placing a fireboat (side tie) to existing approved and permitted dock and replacement of existing Main Dock - Docks A, B, C, D and E with the same overall size, extension southerly of the main dock, and shifting westerly.

Through the 401 Certification process, water quality certification will stipulate minimum management practices needed to prevent degradation.

27. LIST EACH IMPACT to stream, river, lake, reservoir, including shoreline: Attach site map with each impact location.

Activity	Name of Water Body	Intermittent Perennial	Description of Impact and Dimensions	Impact Length Linear Feet
Fire Boat at marina	Lake Coeur d'Alene	perennial	None	
Marina	Lake Coeur d'Alene	perennial	See drawings - 2.17 miles to other side of lake	2.17
TOTAL STREAM IMPACTS (Linear Feet):				2.17

28. LIST EACH WETLAND IMPACT include mechanized clearing, fill excavation, flood, drainage, etc. Attach site map with each impact location.

Activity	Wetland Type: Emergent, Forested, Scrub/Shrub	Distance to Water Body (linear ft)	Description of Impact Purpose: road crossing, compound, culvert, etc.	Impact Length (acres, square ft linear ft)
none				
TOTAL WETLAND IMPACTS (Square Feet):				

Name: Don Anderson (JSBC) Mailing Address: 1101 E. Lakeshore Drive City: Coeur d'Alene State: ID Zip Code: 83814 Phone Number (include area code): 208-769-2348 E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:
Name: City of Coeur d'Alene c/o City Attny Mailing Address: 710 E Millan Ave City: Coeur d'Alene State: ID Zip Code: 83814 Phone Number (include area code): 208-769-2348 E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:
Name: John Brett Mailing Address: 1102 E. Lakeshore Drive City: Coeur d'Alene State: ID Zip Code: 83814 Phone Number (include area code): 208-640-4537 E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:
Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:

30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS

Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

Signature of Applicant: 

Date: 18 JAN 2013

Signature of Agent: 

Date: 1/19/2013

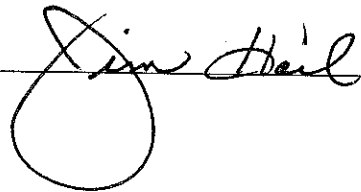
This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both".

29. ADJACENT PROPERTY OWNERS NOTIFICATION REQUIREMENT: Provide contact information of ALL adjacent property owners below.

Name: Don Anderson (JSBC) Mailing Address: 1101 E. Lakeshore Drive City: Coeur d'Alene State: ID Zip Code: 83814 Phone Number (include area code): 208-769-2348 E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:
Name: City of Coeur d'Alene c/o City Attny Mailing Address: 710 E Mullan Ave City: Coeur d'Alene State: ID Zip Code: 83814 Phone Number (include area code): 208-769-2348 E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:
Name: John Brett Mailing Address: 1102 E. Lakeshore Drive City: Coeur d'Alene State: ID Zip Code: 83814 Phone Number (include area code): 208-640-4537 E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:
Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:	Name: Mailing Address: City: State: Zip Code: Phone Number (include area code): E-mail:

30. SIGNATURES: STATEMENT OF AUTHORIZATION / CERTIFICATION OF AGENT / ACCESS

Application is hereby made for permit, or permits, to authorize the work described in this application and all supporting documentation. I certify that the information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein; or am acting as the duly authorized agent of the applicant (Block 2). I hereby grant the agencies to which this application is made, the right to access/come upon the above-described location(s) to inspect the proposed and completed work/activities.

Signature of Applicant:  Date: 18 JAN 2013

Signature of Agent: _____ Date: _____

This application must be signed by the person who desires to undertake the proposed activity AND signed by a duly authorized agent (see Block 1, 2, 30). Further, 18 USC Section 1001 provides that: "Whoever, in any manner within the jurisdiction of any department of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both".

BLOCK 21 NARRATIVE

Eleventh Street Dock Owners Association, Inc., an Idaho Non-profit Corporation, has always been mindful of providing for public services in what is generally a secure and non-public marina. Those public services currently include a pump out station and emergency docking facilities for disabled water craft. In addition the Association desires to provide for the placement of a fire boat owned and operated the City of Coeur d'Alene, by and through its Fire Department . As exemplified by the letter from Chief Kenneth Gabriel dated September 24, 2012, which is attached to the application, there is a significant need for such placement of a fire boat, in a secure area as opposed to on a public dock where the fire boat would be subject to potential vandalism. The placement of a fire boat serves a public purpose, and it is the opinion of the Eleventh Street Dock Owners Association, Inc., that public purpose out weighs any objection the landowner to the east of the facility may have to the placement of the boat. Eleventh Street Dock Owners Association, Inc., has been advised that the size of the boat that will be placed in moorage on a seasonal basis is a boat with a 35' length and 10'6" beam (the current fireboat is 24' length with an 8' beam, but a larger fireboat may be obtained in the future) equipped with a water pump and water cannon, and suitable for use by EMTs for emergency purposes for life threatening situations where water access only is available. It is also the Associations understanding that the fire boat will provide protection not only for the Association properties, but properties situate along the lake which can be reached by the water cannon, as well as providing water borne fire fighting capabilities to fight fires on Tubbs Hill. The Association has further negotiated with the City of Coeur d'Alene regarding its lease extension for the City's littoral/riparian rights next to Tubbs Hill each and every five (5) years, including the Association's predecessors, since 1964. The Association has consented with the City to pursue the application to which this narrative is attached in order to facilitate a need expressed to the Association by not only the Fire Department of the City, but also the City in negotiating its current lease extension with the Association.

The total square footage of the reconstruction will not exceed the existing square footage due to the reduction of the width of the finger widths on B dock which allows for an additional 16' to be added to the main dock (four feet between the shoreline and A dock, four feet between A and B docks, for feet between B and C docks, and four feet between C and D docks as well as pushing the eastern most tip of the breakwater southward 16'). The purpose of which is to add additional navigational "fairways" between the shoreline and the dock facilities, and between each of the A, B, C and D docks, and to allow the canting of the marina westward in order to accomplish the requests of Mr. John Brett, the riparian and littoral owner of property immediately to the east of the facility. There will be no net increase in pilings (some new pilings- some old pilings removed- to be determined by contractor)

The granting of the application will provide for a needed and very much beneficial placement of a fire boat to serve the needs of the public in terms of protection of person and property which is otherwise not currently available within the City of Coeur d'Alene and its impact area; additionally, to provide for additional navigable fairways between the docks to facilitate ingress and egress for vessels.



CITY OF COEUR D'ALENE
FIRE DEPARTMENT

300 FOSTER AVENUE
COEUR D'ALENE, IDAHO 83814
TEL (208) 769-2340
FAX (208) 769-2343

September 24, 2012

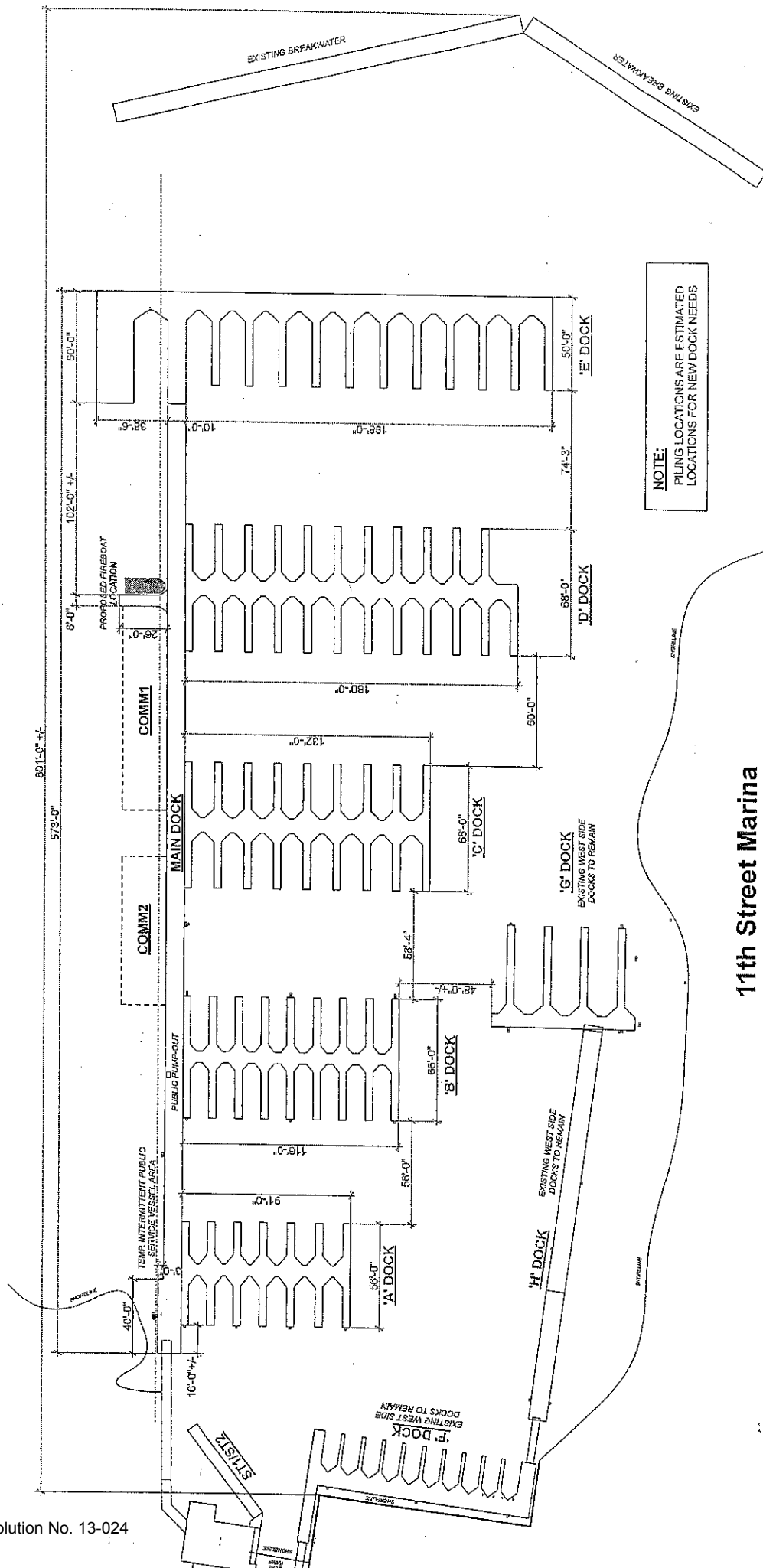
Idaho Department of Lands
3706 Industrial Avenue South
Coeur d'Alene, ID 83815

TO WHOM IT MAY CONCERN:

The City of Coeur d'Alene, through the City of Coeur d'Alene's Fire Department, is working closely with Eleventh Street Dock Owners Association to fill a void in the delivery of emergency services on the north shore of Lake Coeur d'Alene, by placing a "fire boat" in service on the lake. The Fire Department has seen a significant increase in a variety of calls ranging from actual fires to a multitude of rescue situations, both on the water and the adjoining land. The placement of a fire boat would not only assist the Fire Department in addressing these issues, as well as additional fire apparatus in fighting fires along the shore of Tubbs Hill, a public park, but also assist the Fire Department in its obligations under Mutual Aid Agreements with other fire districts and/or departments in the Kootenai County Area. The Coeur d'Alene Fire Department is convinced it is necessary to expand the service delivery of the Fire Department by the placement of a fire boat, as we have seen the need for the same grow substantially in the last several years. The placement of a fire boat in service on Lake Coeur d'Alene (at Eleventh Street Dock) would provide a significant public service not only for the residents of the City of Coeur d'Alene, but all visitors to the jewel of the City of Coeur d'Alene, namely Tubbs Hill as well as providing assistance under our Mutual Aid Agreements with other departments or districts. It is our hope to have a fire boat on the water the summer of 2013.

Thank you for your consideration.

Kenneth G. Gabriel
Fire Chief



NOTE:
 PILING LOCATIONS ARE ESTIMATED
 LOCATIONS FOR NEW DOCK NEEDS

11th Street Marina East Side Rebuild

03-08-13
 90 slips & 23 side-ties
 Scale: 1" = 50'-0" @ 11x17 print

RESOLUTION NO. 13-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONSENT TO GRANTING OF APPLICATION OF ELEVENTH STREET DOCK OWNERS ASSOCIATION, INC. WITH THE IDAHO DEPARTMENT OF LANDS FOR ISSUANCE OF PERMIT APPLICATION ERLS-95-S-2173(J).

WHEREAS, the City Council is requested to consider providing consent to the Idaho Department of Lands (IDOL) for approval of permit application ERLS-95-S-2173(J) which will allow the 11th Street Dock Owners Association (Association) to remodel and reconstruct a significant portion of its dock system and which will also include authorization for the physical and secure placement of a firefighting vessel owned by the City of Coeur d'Alene and operated and maintained through its Fire Department (fireboat).

WHEREAS, Staff has recommended that the City of Coeur d'Alene Consent to IDOL for Issuance of permit to 11th Street Dock Owners Association, pursuant to terms and conditions set forth in the attached Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to consent to the IDOL approval of permit application ERLS-95-S-2173(J) NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City consent to the IDOL approval of permit application ERLS-95-S-2173(J) in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify Exhibit "1" to the extent the substantive provisions remain intact.

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

DATED this 16th day of April, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: April 16, 2013
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Request for a No-Build Easement at Block 2, Lot 1, Isles of Troy

DECISION POINT:

Provide the full City Council with a recommendation regarding whether the City should grant a no-build easement across Block 2, Lot 1, Isles of Troy.

HISTORY:

The property in question is owned by the City and is located at the intersection of Northwest Blvd. and Lakeside Ave. The property currently has an access easement for the driveway to the Coeur d'Alene North as well as a sea-wall. When the City purchased this property in 1991, the City contracted to provide an access easement to the Mudge Building across the lot. The owner of the Mudge building is requesting that the City grant a no-build easement in lieu of the required access easement. The no-build easement will allow the owner to place windows on the first floor of its proposed development.

FINANCIAL ANALYSIS:

There is little to no financial impact to this decision. The City has a contractual obligation to grant an access easement. Changing the easement to a no-build easement will not create a greater encumbrance of the property.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

The proposed easement will allow the developer of the adjacent property to place windows on the first floor if the proposed development as well as preserving a view corridor across the easement area. This is a benefit to both the current owners in the Coeur d'Alene North building as well as future tenants/owners in the proposed development. Further, this action will allow the City to satisfy a long standing contractual obligation.

DECISION POINT/RECOMMENDATION:

Recommend that the City Council grant the requested no-build easement.



RESOLUTION NO. 13-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO CONVEYING A NO-BUILD EASEMENT TO ONE LAKESIDE, LLC. ACROSS THE EAST TWENTY FEET OF THE CITY'S PROPERTY

WHEREAS, the City has agreed to grant to One Lakeside, LLC a no-build easement over the east twenty feet of Lot 1, Block 2 of the City's parcel ; and

WHEREAS, it is deemed by the Mayor and City Council of the City of Coeur d'Alene to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the City convey a No-Build Easement to One Lakeside, LLC; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City convey a No-Build Easement, a copy of which easement is attached hereto, marked Exhibit "A" and by this reference made a part hereof.

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

DATED this 16th day of April, 2013

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

NO-BUILD EASEMENT

THIS NO-BUILD EASEMENT ("Easement") is made by and between City of Coeur d'Alene, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho ("Grantor") and One Lakeside LLC, whose address is 532 E. Hopkins Ave., Aspen CO its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of certain real property located within the City of Coeur d'Alene, Idaho and legally described as and referred to as Grantor's Property:

Isles of Troy Plat, Lot 1 Block 2, Book J Page 183, Urban Renewal District Lake District 1997, all in Section 14, Township 50 north, Range 4 west, Kootenai County, Boise Meridian.

WHEREAS the Grantor's property is free of buildings and structures and used for access to the adjoining lot that is north, northwest of the Grantor's Property.

THEREFORE, in valuable consideration, Grantor hereby conveys to Grantee and to its successors and assigns, a no-build easement over, upon and across the east twenty feet of the Grantor's parcel as described above subject to the following:

1. This Easement shall prevent Grantor from constructing, installing or maintaining a building or similar structure within said easement on Grantor's property.
2. This Easement is an easement appurtenant. This Easement shall inure to and bind the successors and assigns of the parties, and shall constitute a covenant running with the land.

IN WITNESS WHEREOF, this 16TH day of April, 2013.

CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

ATTEST:

By: _____
Renata McLeod, City Clerk

APPROVED AS TO FORM:

By: _____
Warren Wilson, Chief Civil Deputy City Attorney

MUNICIPAL CORPORATE ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
COUNTY of Kootenai)

ACKNOWLEDGED, that on this ___ day of _____, 2013, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Sandi Bloem**, Mayor of the City of Coeur d’Alene, Idaho, a municipal corporation, who is personally, known to me to be the same person who executed the foregoing instrument on behalf of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

Residing at:

My Commission Expires:

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 2/28/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/2013
<u>General-Designated</u>	\$522,700	\$12,992	\$3,534	\$532,158
<u>General-Undesignated</u>	7,886,055	1,853,152	2,901,140	6,838,067
<u>Special Revenue:</u>				
Library	346,591	19,020	97,725	267,886
CDBG	(161)			(161)
Cemetery	72,927	18,610	14,846	76,691
Parks Capital Improvements	17,499	903,799	68,051	853,247
Impact Fees	2,788,964	562,247	1,290,633	2,060,578
Annexation Fees	522			522
Insurance	3,314,687	20,312	11,913	3,323,086
Cemetery P/C	1,838,441	1,890	11,646	1,828,685
Jewett House	6,655	2,619	1,482	7,792
Reforestation	11,941	102		12,043
Street Trees	177,039	8,125		185,164
Community Canopy	1,843	330	186	1,987
CdA Arts Commission	1,134			1,134
Public Art Fund	94,766	13		94,779
Public Art Fund - LCDC	495,003	70		495,073
Public Art Fund - Maintenance	117,829	16	564	117,281
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	916,726	13,968		930,694
LID Guarantee	44,036	1,200		45,236
LID 130 Lakeside / Ramsey / Industrial Park	49,004			49,004
LID 146 Northwest Boulevard	74,472	1,080		75,552
LID 149 4th Street	1,046			1,046
<u>Capital Projects:</u>				
Street Projects	55,565	13,599	20,083	49,081
<u>Enterprise:</u>				
Street Lights	99,006	42,000	12,091	128,915
Water	304,959	231,052	498,296	37,715
Water Capitalization Fees	2,323,332	54,467		2,377,799
Wastewater	5,707,109	1,436,929	600,681	6,543,357
Wastewater-Reserved	1,143,775	27,500		1,171,275
WWTP Capitalization Fees	1,434,292	119,983		1,554,275
WW Property Mgmt	60,668			60,668
Sanitation	(249,596)	268,733	300,930	(281,793)
Public Parking	(54,132)		16,489	(70,621)
Stormwater Mgmt	41,490	82,339	21,361	102,468
Wastewater Debt Service	1,012,459	144		1,012,603
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	176,210	168,622	176,287	168,545
LID Advance Payments	855	40		895
Police Retirement	1,430,062	16,022	30,320	1,415,764
Sales Tax	1,540	1,705	1,540	1,705
BID	138,511	6,398		144,909
Homeless Trust Fund	350	402	350	402
GRAND TOTAL	\$32,406,173	\$5,889,480	\$6,080,148	\$32,215,505

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 31-Mar-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$207,739	\$104,085	50%
	Services/Supplies	12,275	3,879	32%
Administration	Personnel Services	330,656	175,113	53%
	Services/Supplies	69,210	14,624	21%
Finance	Personnel Services	590,947	290,289	49%
	Services/Supplies	85,980	56,743	66%
Municipal Services	Personnel Services	923,631	491,315	53%
	Services/Supplies	437,018	258,046	59%
	Capital Outlay	9,000		
Human Resources	Personnel Services	214,763	108,193	50%
	Services/Supplies	29,200	11,640	40%
Legal	Personnel Services	1,335,864	665,413	50%
	Services/Supplies	93,033	38,635	42%
Planning	Personnel Services	450,912	222,137	49%
	Services/Supplies	24,600	2,626	11%
Building Maintenance	Personnel Services	279,060	133,637	48%
	Services/Supplies	119,359	46,770	39%
	Capital Outlay			
Police	Personnel Services	8,996,923	4,369,005	49%
	Services/Supplies	830,019	337,015	41%
	Capital Outlay	142,749	10,000	7%
Fire	Personnel Services	7,315,937	3,652,467	50%
	Services/Supplies	413,735	180,652	44%
	Capital Outlay			
General Government	Services/Supplies	942,635	192,467	20%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services	53,079	75,689	143%
	Services/Supplies	95,998	42,923	45%
	Capital Outlay		59,414	
COPS Grant	Personnel Services	69,819	58,859	84%
CdA Drug Task Force	Services/Supplies	36,700	25,498	69%
	Capital Outlay			
Streets	Personnel Services	1,800,904	865,232	48%
	Services/Supplies	589,400	257,394	44%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 31-Mar-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	182,335	72,751	40%
	Services/Supplies	38,450	6,497	17%
Engineering Services	Personnel Services	508,936	255,726	50%
	Services/Supplies	2,694,600	118,383	4%
	Capital Outlay			
Parks	Personnel Services	1,257,438	519,797	41%
	Services/Supplies	408,450	105,452	26%
	Capital Outlay			
Recreation	Personnel Services	625,654	229,708	37%
	Services/Supplies	138,800	34,945	25%
Building Inspection	Personnel Services	697,044	365,214	52%
	Services/Supplies	24,395	8,069	33%
Total General Fund		33,077,247	14,466,302	44%
Library	Personnel Services	1,004,510	472,486	47%
	Services/Supplies	182,450	71,015	39%
	Capital Outlay	92,000	31,292	34%
CDBG	Services/Supplies	267,325	18,338	7%
Cemetery	Personnel Services	137,465	53,991	39%
	Services/Supplies	86,835	36,220	42%
	Capital Outlay	15,000		
Impact Fees	Services/Supplies	913,133	803,684	88%
Annexation Fees	Services/Supplies	70,000	70,000	100%
Parks Capital Improvements	Capital Outlay	1,870,524	492,864	26%
Insurance	Services/Supplies	264,000	50,004	19%
Cemetery Perpetual Care	Services/Supplies	98,000	48,669	50%
Jewett House	Services/Supplies	42,000	10,587	25%
Reforestation	Services/Supplies	1,500	1,988	133%
Street Trees	Services/Supplies	65,000	5,700	9%
Community Canopy	Services/Supplies	1,500	402	27%
CdA Arts Commission	Services/Supplies	7,000	74	1%
Public Art Fund	Services/Supplies	245,000	26,603	11%
Total Special Revenue		5,363,242	2,193,917	41%
Debt Service Fund		1,381,865	260,398	19%

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 31-Mar-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2013	PERCENT EXPENDED
Govt Way - Dalton to Hanley	Capital Outlay		6,912	
Govt Way - Hanley to Prairie	Capital Outlay	420,000	46,989	11%
Levee Certification	Capital Outlay	250,000		
15th Street - Lunceford to Dalton	Capital Outlay		1,321	
3rd / Harrison signal	Capital Outlay	100,000	5,720	
Kathleen Avenue Widening	Capital Outlay			
Total Capital Projects Funds		<u>770,000</u>	<u>60,942</u>	<u>8%</u>
Street Lights	Services/Supplies	570,050	193,520	34%
Water	Personnel Services	1,569,132	763,549	49%
	Services/Supplies	4,167,607	662,453	16%
	Capital Outlay	1,865,550	578,608	31%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,231,295	1,028,383	46%
	Services/Supplies	6,327,788	1,870,353	30%
	Capital Outlay	8,634,600	576,817	7%
	Debt Service	2,133,241	662,922	31%
WW Capitalization	Services/Supplies	879,336		
Sanitation	Services/Supplies	3,285,480	1,690,395	51%
Public Parking	Services/Supplies	222,729	131,173	59%
	Capital Outlay	385,000	326,651	85%
Stormwater Mgmt	Personnel Services	97,846	48,486	50%
	Services/Supplies	526,121	50,177	10%
	Capital Outlay	300,000	314	0%
Total Enterprise Funds		<u>34,045,775</u>	<u>8,583,801</u>	<u>25%</u>
Kootenai County Solid Waste		2,200,000	921,784	42%
Police Retirement		176,000	87,663	50%
Business Improvement District		156,000	90,000	58%
Homeless Trust Fund		6,100	2,242	37%
Total Fiduciary Funds		<u>2,538,100</u>	<u>1,101,689</u>	<u>43%</u>
TOTALS:		<u><u>\$77,176,229</u></u>	<u><u>\$26,667,049</u></u>	<u><u>35%</u></u>