

Coeur d'Alene

CITY COUNCIL MEETING

December 17, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

December 3, 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 December 3, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: Pastor Fr. Roger LaChance, St. Pius X Catholic Church provided the invocation.

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

MOTION: Motion by Kennedy seconded by McEvers to add a presentation from JUB Engineers to the Agenda. **Motion Carried.**

PRESENTATION: Project Poster Award for the Education Corridor Project: Brad Marshall, J-U-B Engineers, Inc. stated that the Educational Corridor project has improved our city. It took years of planning and community input to complete and they recently had trees planted this year near the Hubbard entry sign which only enhanced the project further. The City and J-U-B, and Landmark Landscape are proud of the project and submitted for and received several awards including the Idaho Business Review Top Project, American Council of Engineering Companies ACEC Transportation category, Association of Idaho Cities Resilient Cities Awards, and Idaho Smart Growth Award for redevelopment. To celebrate the project they are providing the City with a framed project poster. Mr. Jon Mueller, Landmark Landscape, stated that the most recent award was from the American Association of Landscape Architects, (Idaho Montana chapter) who awarded the project based on the design. Mr. Dale Baune, J-U-B Engineers Inc., thanked the current and past City Councils for their support of the project. He stated that he enjoyed working with the City Council and staff who had stepped up to help resolve issues. The Mayor stated that Mr. Mueller was the President of the Landscape Architects Association at the state level two years ago and thanked them all for what they have done.

PUBLIC COMMENTS:

Susan Snedaker, Coeur d'Alene, wanted to address the issue of maintenance of the downtown areas. She stated that the Don Miles report stated that maintenance was a very important item for the Downtown and said that the Downtown Association has needed to do more maintenance for sidewalks and light fixtures. She has personally paid \$800 to fix the sidewalk in front of her house. She expressed concern that if the Downtown Association wasn't responsible for their sidewalks, why should the residential citizens be responsible. She expressed concerns about the bricks downtown, light standards (not being painted), sidewalks, and banner columns. She stated that the City needs to do maintenance, but if the City is going to be responsible for the downtown they should pay for everyone.

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

1. Approval of Minutes for November 19, 2013.
2. Setting General Services and Public Works Committees meetings for Monday, December 9th at 12:00 noon and 4:00 p.m., respectively.
3. **Resolution No. 13-056** 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 AN AGREEMENT WITH LEGENDS PHOTOGRAPHY FOR YOUTH SPORTS AND AN AGREEMENT WITH HANDSHAKE PRODUCTIONS FOR A SUMMER CONCERT SERIES
4. Approval of S-2-13- Gilbert Tracts Final Plat.
5. Approval of SS-10-12- Loco Estates Final Plat.
6. Approval of S-3-12- Coeur d'Alene Place 21st Addition Final Plat.
7. Approval of a Cemetery Lot Transfer from Darryl Dollar to Tamra Holt, Lot E05, Block 15, Section F at Forest Cemetery.
8. Approval of a Beer/Wine License for the Fork@Lakeside, 309 Lakeside Avenue (New).

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

COUNCIL ANNOUNCEMENTS:

Councilman Goodlander stated that the City has installed public art at the 4th Street roundabout. One of the Art Commission members, Barbara Mueller, made a video of the installation of the piece, which was shown. She stated that the piece is not bulky and does not impede traffic vision throughout the roundabout.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls said that the city's annual leaf pick-up program, Leaf Fest, was a success. City street crews hauled 820 loads of leaves, totaling 2,174 tons. This was up from 662 loads hauled and 1,739 tons last year. Weather conditions were perfect this year, which contributed to the increased loads, and in addition, many trees are maturing in the subdivisions that were built in the last 14 years which has also led to an increase in loads, tonnage, and the time needed to complete the process. He

gave special thanks to Municipal Services Director Renata McLeod, Interim Police Chief Ron Clark, and Interim Parks Director Bill Greenwood for volunteering their time at the Food Bank handing out turkeys to those in need. The 4th & Kathleen Roundabout art piece was installed last Saturday. The piece, entitled “Umbrellas Gracilis” by Jennifer Corio and Dave Frei, was commissioned by the Coeur d’Alene Arts Commission and adds a touch of color and whimsy to the roundabout. The dedication of the art will occur in the spring. The City is hosting an Open House for outgoing Councilmen Mike Kennedy and Deanna Goodlander on Thursday, December 19th, from 2:00 p.m. to 4:00 p.m., at Coeur d’Alene City Hall, in the Old Council Chambers. The public is invited to come and say farewell and thank Councilman Kennedy and Councilman Goodlander for their outstanding service to the City of Coeur d’Alene. Cake & Punch will be provided. The Mayor mentioned that the picking up of the leaves has prevented phosphorous from flowing to the lake.

RESOLUTION 13-057

A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DAVID TONNESEN FOR PUBLIC ART AT THE 3RD STREET ENTRANCE TO MCEUEN PARK.

STAFF REPORT: Recreation Director Steve Anthony stated that he has presented public art several times and he gets several calls regarding each piece. He further noted that about 80% of the people driving by the day the art piece was installed on 4th and Kathleen Avenue gave the thumbs up. He stated that when it comes to art you will never make everyone happy. Regarding the piece for 3rd Street, the Arts Commission received more public input on this piece than any other previous project, as the Commission allowed 6 weeks of public input. Jennifer Drake served as the chairperson of the art project and stated that the best thing about the process was a new online system called CaFé. This system was a lot easier for artists and it expanded the art pool nationally. They received 180 proposals which the committee narrowed to 100, then to 25 and finally to the top 4. During the McEuen Open House they invited citizens into the Library to make comments. This piece had the most number one votes and pages of comments.

DISCUSSION: Councilman Kennedy stated that he has been asked two main questions regarding public art; one is why we are not using only local artists and the other is why the art is not representing northwest culture. Ms. Drake stated that they use various artists to avoid monotony and creation of similar pieces. She stated that regardless of where people are from they have a different opinion of art and that not everyone who lives here is from the northwest. Councilman Kennedy stated that there is a big bear in the roundabout in his neighborhood and that the call in the Education Corridor specifically called for Native American art which ended up with a modern twist. He stated that it was obvious that the pieces that inspired the committee came to the top each time and they did a good job of taking public comments. Mr. Anthony stated that one of the goals for the Art Master Plan was to have a diverse art collection and the Arts Commission has done a good job of doing a little bit of everything. Councilman Goodlander thanked Ms. Drake for her time with the committee and stated that this piece does not impede the view corridor and asked for an explanation of the art piece. Ms. Drake stated that the “Allium Spring Chorus” piece is actually a wild onion that is native to Idaho. The artist

stated that it also reminded him of frozen fireworks, which he felt was appropriate for Coeur d'Alene.

Councilman Goodlander asked about the other art pieces that are currently on display in the Library. Mr. Anthony stated that there are four bronze pieces on display for the confluence in McEuen Park. He stated that citizens can make public comment through this Friday.

Mr. Anthony stated that the proposed piece is low maintenance. Councilman Edinger stated that art is in the eye of the beholder and he admits he does not know a lot about art, but is disappointed in the piece. He believes that the entry way at Third Street, with the docks, Tubbs Hill and the park would have been a great place for something with more historic value than this piece. He felt that the community is losing too much of its history and he will vote against this item. Mr. Anthony stated that they did not give direction to the committee to look for something historic, nor did they include it in the call to artists. For this piece they were seeking something durable that would fit in the park area. Ms. Drake stated in the first round of voting the selection committee members did not know how each other were voting and these pieces came to the top four very easily. Councilman Gookin stated that he is concerned with maintenance as the natural design lends itself to having items stick to it. Mr. Anthony stated it is like the backstops, which he has only had to clean out approximately 0 times in his entire career, so he does not think it is an issue. Mr. Kennedy stated that during the McEuen weekly meetings with engineers and architects he recalls various design elements and items within the park that are a testimony to the history of the community, and believes more will reveal itself when the park opens and feels it will be integrated well. Councilman Edinger felt that with the McEuen Park and Third Street boat launch controversy, the commission should have made a suggestion to bring the historical value to the entry way. Ms. Drake stated that they did provide the background of the area to the artist to use as they wished.

Councilman Adams stated that he concurs with Councilmen Edinger and Gookin regarding their concerns. He questioned if the art has to be just because it was budgeted and wondered if the money could have been used for something else like trees. Councilman McEvers stated that originally they just did chainsaw art when a tree fell down. He stated that the City has come a long way since chain saw art, and that some like it and some do not, and if you are talking about it, then it is doing its job. He believes this piece is doing its job and he will support it.

MOTION: Motion by Kennedy, seconded by Goodlander to adopt Resolution 13-057.

ROLL CALL: Goodlander Aye; Gookin No; Kennedy Aye; Edinger No; Adams No; McEvers Aye. **Motion carried** with the Mayor breaking the tie vote with an affirmative vote.

WHITEWATER LANDSCAPING AT RIVERSTONE

STAFF REPORT: Interim Parks Director Bill Greenwood stated that this is an opportunity to expand the park land by about 1.5 acres. Whitewater Development is working on a project in Riverstone next to the trail and city land referred to as the "saw tooth" piece, and recently made a proposal to the Parks Commission. This proposal would include a dog park and a xeriscape landscape area, which would require limited water and maintenance with signage explaining the

plants. Mr. Greenwood stated that he would review the proposed trees to insure that they would blend with the dog park. The Parks Department currently mows the saw tooth area 6-8 times a year and Whitewater has agreed to level and plant low maintenance grass in the area to make it easier on the Parks Department. The park area would include a gazebo that would encompass the education information regarding the plant material.

DISCUSSION: Councilman Kennedy stated that there was support for the concept at the Parks & Recreation Commission meeting with a question regarding costs to ensure that the City would be getting a fair value. He clarified that there is no cost to the General Fund for this project and wanted to make sure that Mr. Greenwood's comfort level was high. Mr. Greenwood stated that Whitewater provided a detailed budget and he feels comfortable with the costs and that the City would get their value.

Councilman McEvers wanted more information regarding what is surrounding the park area. Mr. Greenwood stated that currently it is an area next to the Centennial Trail and that users will be those using the trail and the dog park and that there is a residential development abutting the park area. Councilman McEvers asked if this would be a place for people to picnic. Mr. Greenwood stated that the gazebo is for education purposes. Councilman McEvers asked if the Park's Department has done an education park before. Mr. Greenwood stated that the Water Department has done something, but not the Parks Department. Councilman Gookin asked if this was the city's property that was never used due to its shape. Mr. Greenwood confirmed that due to its shape it was never thought about before. Councilman Gookin stated that he likes the xeriscape idea and combining a park like this for an educational opportunity off of the trail is a great place. Councilman Goodlander asked if the access is only along the trail or park off of Susan Street. Mr. Greenwood clarified that there would be access from Susan Street and the parking lot of the development. Councilman Goodlander stated that she has a concern that this is hidden from the general public's view by the apartments and only accessed by the Centennial Trail or the apartment parking lot and most people will not know it is public access. She questioned how to protect this park from graffiti, etc. Mr. Greenwood stated that he is not that concerned about it and does not experience graffiti at Riverstone or Ramsey, but small amounts of graffiti happen at all parks and there is a high amount of users along the trail even in the winter. He will continue to promote it as a public park. Councilman Kennedy stated that he also had that thought and it reminds him that Mill River park is more remote and off the beaten path and has not had any issues. Councilman Edinger asked if he clearly understands that Whitewater is going to build the park with no cost to the City and maintain it. Mr. Greenwood stated that Whitewater is not going to maintain the park. They did offer to maintain it for a period of time; however, he was concerned they could not meet the Parks Department standards of maintenance and preferred the City do the maintenance. In exchange he has asked for a 5-year warranty of the park and a 1 year warranty on trees and shrubs. Councilman Edinger clarified that this is not going to cost the tax payers. Councilman Gookin stated that he thinks it's a good deal and a neat way to put a park in a useless area. Councilman Adams stated he liked the proposal.

MOTION: Motion by Kennedy, seconded Edinger by to approve the landscape design/proposal from Whitewater for a pocket park at Riverstone. **Motion carried with Goodlander voting no.**

RECESS: The Mayor called for a 5-minute recess at 7:08 p.m. The meeting resumed at 7:13 p.m.

SIDEWALK POLICY AMENDMENT

STAFF REPORT: Deputy City Administrator Jon Ingalls stated that he wanted to start with the topic of responsibility for the sidewalks based on the public comment received tonight. In 2007 the City Council created the ADA Hazard Abatement program policy that kept the responsibility of the sidewalks with the abutting property owner. However, since that time the ADA abatement program, using Street Department staff, has repaired sidewalks throughout the City. It is comparable to the street overlay program, in that it is never ending. In 25 years the City would work through the town, and then start over again. He stated that the downtown is no different than anywhere else. He clarified that he is not asking the City Council to change the policy, in that the responsibility would continue to lie with the LID/BID areas, just as it does with the residential zones. The staff team who has been working on this program remembers the City Council direction to avoid the downtown area. The question today is whether it is time to go into the downtown area and if the City Council wants to enter into a partnership with LCDC and the Downtown Association to use the street crews to get the sidewalks into compliance? The crew has had a lot of experience with in-field fitting since the program started. He stated that project area would be the BID area; basically Lakeside and Sherman, 7th Street to 1st Street up the side streets. This proposal would not include a detailed scope of work prepared by an outside agency but, rather, the crew would field fit. He stated that corners provide a specific problem as we ask a property owner to fix it at a much higher cost with the need for pedestrian ramps, when it is part of the entire sidewalk system, which the entire block benefits from. Therefore, we would ask LCDC to step up and provide funding for the corners. There will be some trees that need to be removed, but several trees are fixable. He provided an overview of costs that included the existing annual ADA program allocation over two years and a request to LCDC for \$70,000 and a request to the Downtown Association for \$30,000, both to be paid over a two year period.

DISCUSSION: Councilman Goodlander stated the original LID was 20 years ago and paid for by the downtown property owners, and that this was the highest ever voluntarily paid LID. This project would assist them in upgrading and bringing the sidewalks into code. She believes this is necessary as people are falling and getting hurt.

Mayor Bloem asked Mr. Gridley if she should recuse herself as a downtown property owner. Mr. Gridley stated that if her sidewalk would be fixed through this project she should. Mayor Bloem recused herself and turned the meeting over to Council President Kennedy.

Councilman Adams asked if he understood correctly that the City would not be hiring a firm to design the project, but rather these repairs would be done individually through the use of the City street crew without additional costs, such as engineering. Mr. Ingalls stated that by not contracting it out the City avoids having to go out and get plans and specifications at \$40,000 or more. The crew will work with the businesses and work to mitigate interferences of the project. Mr. Edinger stated that he has watched the street crews do other sidewalk projects and they do a great job and know what they are doing. He recalled that the City Council agreed to give

homeowners that needed a sidewalk repair some assistance, but could not recall the specifics. Mr. Ingalls stated that while it is still a risk assessment for a homeowner, if they decide to enhance the sidewalk abutting their property they can request a \$500.00 incentive from the City. Councilman McEvers stated that when this program started there were some bad areas in town and now we are to a point that downtown is really messed up and the most amount of people are using those sidewalks. He agreed that everyone sharing in the cost helps to finalize the project.

Councilman Edinger called for the question. **Motion carried.**

MOTION: Motion by Goodlander, seconded by Edinger to authorize staff to move forward with seeking funding, in addition to the City funding, from the Downtown Association and the Lake City Development Corporation for the proposed downtown sidewalk project. **Motion carried.**

MOTION: Motion by Gookin seconded by Adams to direct staff to schedule a workshop regarding the sidewalk policy and sidewalk maintenance.

DISCUSSION: Councilman Kennedy stated that this item should wait until the new City Council comes on board in January. Mr. Gridley stated that if the meeting is not going to be held until next year, the motion should be made next year. Councilman Edinger stated that if the motion passed, there would still be four Councilmen who are serving next year, so he felt the motion should pass. Councilman Adams thought it was a great idea to have the meeting.

Motion Carried.

ACCEPTANCE OF THE CANVASS OF VOTES

MOTION: Motion by Goodlander, seconded by Gookin to accept the canvassed election results as presented by Kootenai County and that the results be reflected in the minutes of this meeting. **Motion carried.**

Coeur d'Alene City

Precinct	Mayor			City Council Seat #2	
	Joseph B. Kunka	Mary Souza	Steve Widmyer	Amy Evans	Chris Fillos
37	0	18	21	22	18
38	18	155	224	221	169
39	10	143	181	181	143
40	5	149	156	154	149
42	2	72	102	98	70
43	2	143	172	156	148
44	2	89	114	118	83
45	4	92	72	90	76
46	2	174	162	166	169
47	3	199	179	176	198
48	3	56	74	78	53
49	3	108	108	123	93
50	2	78	106	107	77
51	2	46	60	56	46
52	4	93	100	105	90
53	5	92	99	102	86
54	1	76	162	156	81
55	4	60	134	129	65
56	2	55	121	124	48
57	0	72	99	102	63
58	2	79	191	195	75
59	4	43	101	108	38
60	3	55	91	90	58
61	0	19	27	33	13
62	1	54	53	48	57
ABS 72	48	1336	1810	1861	1298
Co. Total	132	3556	4719	4799	3464

Coeur d'Alene City

Precinct	City Council Seat #4			City Council Seat #6		
	Amber Copeland	Sharon Hebert	Woody McEvers	Noel Adam	Gary Herfurth	Kiki Miller
37	2	19	19	15	2	22
38	32	153	205	147	17	223
39	25	123	173	119	25	175
40	29	133	141	135	15	154
42	13	70	89	67	10	93
43	26	123	152	122	14	171
44	15	74	111	75	9	116
45	28	72	64	85	12	67
46	22	153	158	154	26	154
47	34	178	150	195	17	159
48	14	47	70	51	7	73
49	20	76	119	95	14	105
50	12	68	104	67	7	110
51	12	36	56	38	7	58
52	27	84	83	83	11	99
53	20	81	87	87	14	87
54	19	77	141	71	5	159
55	16	58	123	66	8	121
56	16	46	110	45	5	121
57	18	57	91	64	7	97
58	27	73	172	65	9	198
59	12	32	102	37	8	101
60	12	48	82	43	7	97
61	10	10	25	13	0	32
62	15	47	42	46	5	52
ABS 72	180	1300	1685	1234	122	1800
Co. Total	656	3238	4354	3219	383	4644

Coeur d'Alene City

Several Precincts ran out of ballots on Election day and were taken Absentee ballots to be voted.

Precinct	ABS ballots
52	11
55	3
57	3
58	14
Total	31

Absentee Voting Totals

Voided	Mail-out	Early
79	2264	913

EXECUTIVE SESSION: Motion by Goodlander, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to

be evaluated in order to fill a particular vacancy or need; § (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 7:38 p.m. Those present were the Mayor, City Council, City Attorney, Deputy City Administrator, and the Finance Director. Matters discussed were related to hiring a public officer and pending litigation.

MOTION: Motion by Kennedy, seconded by McEvers to direct staff to prepare an Easement and Settlement and Release Agreement with KXLY, as recommended by the City Attorney.
Motion Carried.

City Council returned to regular session at 8:05 p.m.

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

The meeting adjourned at 8:08 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

MEMORANDUM

DATE: DECEMBER 10, 2013
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: ED WAGNER, BUILDING SERVICES DIRECTOR
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting set on December 27, 2013 at Noon, to consider the approval of the 2012 International Building Code with amendments, the 2012 International Existing Building Code, and the 2009 Idaho State Plumbing Code.

RESOLUTION NO. 13-058

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 APPROVAL AND ACCEPTANCE OF COEUR D'ALENE PLACE 21ST ADDITION IMPROVEMENTS, AND MAINTENANCE/WARRANTY AGREEMENT; APPROVAL OF DESTRUCTION OF RECORDS FROM THE FINANCE, MUNICIPAL SERVICES, AND ADMINISTRATION DEPARTMENTS; AND AUTHORIZING AN EASEMENT AGREEMENT FOR 504 E SHERMAN AVENUE PEDESTRIAN TUNNEL WITH SPOKANE TELEVISION, INC., D/B/A KXLY.

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 Approval and Acceptance of Coeur d'Alene Place 21st Addition Improvements, and Maintenance/Warranty Agreement;
- B) Approval of destruction of records from the Finance, Municipal Services, and Administration Departments;
- C) Authorizing an Easement Agreement for 504 E Sherman Avenue Pedestrian Tunnel with Spokane Television, Inc., d/b/a KXLY;

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 C" 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 17th day of December, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: December 17, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place 21st Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements for the Coeur d'Alene Place 21st Addition.
2. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Westerly quarter of the CdA Place development on Cornwall Street, immediately south of the Sunshine Meadows development.
- 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.
 4. Final plat of CdA Place 19th Addition, April 2013.
 5. Final plat of CdA Place 20th Addition, May 2013.
 6. Final plat of CdA Place 21st Addition, September 2013.

PERFORMANCE ANALYSIS

The developer previously received final plat approval and is now requesting the acceptance of the installed public infrastructure (i.e.: road & utility improvements), and, the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits (31) for this phase of the development. The City maintenance will be required to start after the one (1) year warranty period expires on December 17, 2014.

FINANCIAL ANALYSIS

The developer has installed the required improvements and is required to enter into a Maintenance/Warranty Agreement, and, install a warranty bond (10% of infrastructure installation cost) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval. The required security amounts to \$31,408.00.

DECISION POINT RECOMMENDATION

1. Accept the installed public road improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of December, 2013 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, 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, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 21st Addition, a thirty-one (31) 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

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Coeur d'Alene Place 21st Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated August 19, 2013, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, concrete curb, sidewalk, and ped ramps w/ detectable warning panels, asphalt pavement, pedestrian trail system including ramps, street signage, street lighting, and, monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Thirty One Thousand Four Hundred Eight and 00/100 Dollars (\$31,408.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 17th day of December, 2014. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

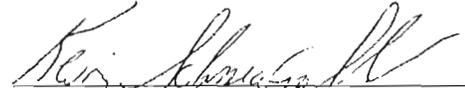
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

Greenstone-Kootenai, Inc.



Kevin Schneidmiller, Vice-president

Maintenance
Bond
Warranty Term
in years

SAIFSU0638829

Bond Number

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Greenstone-Kootenai, Inc.
1421 N Meadowwood Ln # 200, Liberty Lake, WA 99019-7616
as Principal, and International Fidelity Insurance Company, a corporation organized under the laws of the State
NJ and duly authorized to do business in the State of, ID as Surety, are held and firmly bound
unto City of Coeur d'Alene
as Oblige, in the penal sum of Thirty One Thousand Four Hundred Eight Dollars and 00/100
(\$ 31,408.00), to which payment well and truly to be made we do bind ourselves, our and each of our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Oblige, dated the 17th day of December,
2013, a copy of which is hereto attached and made a part hereof, for Coeur d'Alene Place 21st Addition,
a Thirty-One (31) Lot, Residential Development, in Coeur d'Alene, Southwest 1/4 of Section 27,
Township 51 North, Range 4 West, B.M., Kootenai County, Idaho

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that
the work will be free of any defective materials or workmanship which become apparent during the period of
One (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain
in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is
extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 4th day of December, 2013.

PRINCIPAL

Greenstone-Kootenai, Inc.

[Signature]
(Witness)

By: [Signature] (Seal)

International Fidelity Insurance Company

[Signature]
Judith C. Kaiser-Smith (Witness)

By: [Signature] (Seal)
Shawn Wilson, Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ED HEINE, GEORGE SEATON, ALLAN HULTGREN, BRITTNEE EARL, SHAWN M. WILSON,
BRENDA J. SMITH, JAMES E. MAJESKEY II, JONATHAN M. EMMONS, NAOMI GERBER, LISA KYER,
SHELLY DONOVAN

Billings, MT.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of December, 2013

MARIA BRANCO, Assistant Secretary

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: Finance
Date: December 6, 2013

RECORD DESCRIPTION	TYPE OF RECORD (Perm/Semi-P/Temp)	DATES OF RECORDS (From – To)
Utility Billing Payment stubs	Temporary	January 2010-September 2010
Utility Billing Work Orders	Temporary	May 2007 to September 2010
Accounts Payable invoices	Temporary	October 2006 to September 2007
Cash Receipting Proofs	Temporary	October 2006 – September 2008
Cancelled Checks	Temporary	August 2001- September 2006
Journal entries	Temporary	October 1995-September 2007
Utility Billing Adjustments	Temporary	October 2004 – September 2006
Collections	Temporary	October 2005 – September 2008
Meter Proofs	Temporary	October 2005 – September 2006
Utility Billing Cash Receipting Proofs	Temporary	October 2007 – September 2008
Utility Billing Proofs	Temporary	October 2007 – September 2008

REQUEST FOR DESTRUCTION OF RECORDS
DEPARTMENT: Municipal Services/Admin
Date: December 6, 2013

RECORD DESCRIPTION	TYPE OF RECORD (Perm/Semi-P/Temp)	DATES OF RECORDS (From – To)
Bonds and Insurance certificates for business licenses	Temporary	Prior to 2011
FBI reports	Temporary	2009
Idaho State Police bills and reports	Temporary	2003 and 2004
Business license applications	Semi-permanent	2008
Annual permits	Semi-permanent	2008
Artwork in City Council Chambers agreements	Temporary	1984-2005
Boise Vehicle Reservation Folder	Temporary	2003-2010
Meeting Scheduling Worksheets	Temporary	10/2009-5/2011
ET Agendas/Packets (Staff Meetings)	Temporary	1/2010 – 12/2010
Employee Service Awards working file	Temporary	2010
AIC Day at the Capital working file	Temporary	2010
Phone message books	Copy	2003-2011
Committee Chairs Minutes	Semi-permanent	2/1999 – 11/2006
Print Shop Orders working copies	Copy	2/2010 – 10/2010
Tony's Pet Center license revocation file	Temporary	September 1998
Correspondence to State Tax Commission for City Annexations	Temporary	1988 to 2003
Mayor's Correspondence	Temporary	2/1999 – 7/2010
Press releases	Temporary	2/1999 – 7/2010
Mayor's miscellaneous files	Temporary	02/1999 – 7/2010
Grant files	Semi- permanent	10/1999-8/2007

Student Representative files	Semi-permanent	5/2000 – 5/2007
Service Awards Files	Temporary	1999-2008
SPSS maintenance Agreement	Temporary	1999-2007
SPSS Maintenance Manuals	Semi-permanent	1999-2007
Mayor's State of the City Files	Temporary	1999-2009
Quality of Life Survey	Temporary	2000
City Customer Service Survey	Temporary	2003-2004
Project files-miscellaneous	Temporary	1999-2009

Upon Recoding, Return to:

Stanley M. Schwartz
Witherspoon, Kelley, Davenport & Toole, P.S.
422 W. Riverside, Ste. 1100
Spokane, WA 99201

TUNNEL EASEMENT

This Tunnel Easement (“**Tunnel Easement**”) is made by and between the City of Coeur d’Alene, Idaho, an Idaho municipal corporation and political subdivision (the “**City**” or “**Grantor**”), and Spokane Television, Inc., a Washington corporation, d/b/a KXLY (“**KXLY**”), jointly referred to as “**Parties**”.

WHEREAS, Grantor is the owner of certain real property that is used for public right of way and commonly known as Front Avenue in the City of Coeur d’Alene (hereafter, the “**Property**”);

WHEREAS, KXLY owns real property that is adjacent to Sherman Avenue between 5th and 6th Streets with connection to Front Avenue (“**KXLY Property**”);

WHEREAS, Grantor is in the process of developing and constructing the “2013 McEuen Park Construction Project” and obtained through a Temporary Construction Easement, dated March 22, 2013, existing between the Parties, the right to make modifications to the KXLY Property, which includes relocating vehicle ingress and egress from Front Street, constructing a new vehicle ingress and egress access on Fifth Street, and installing other improvements, landscaping, and stormwater drainage facilities;

WHEREAS, to mitigate and/or avoid damage to the KXLY Property, the Parties jointly executed a settlement letter dated August 20, 2013, that contains terms and conditions that provide, in part, for the matters set forth herein (“**Settlement Letter**”).

WHEREAS, KXLY through the Settlement Letter has requested an easement from Grantor for the purpose of placing below grade a pedestrian tunnel connected to the KXLY Property (“**Tunnel**”);

WHEREAS, Grantor has agreed to grant KXLY an easement on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the recitals which are incorporated herein, and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the benefits derived by Grantor and the mutual covenants and promises herein stated, Grantor hereby grants and conveys to KXLY, its successors and assigns, an easement in, under, through and across the area legally described in Exhibit A as graphically depicted in Exhibit A-1, both of which are attached hereto and incorporated herein by this reference (hereafter, the "**Tunnel Easement Area**").

THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

- 1. Purpose and Use.** The purpose of this Tunnel Easement is to convey a property interest to KXLY to develop, construct, maintain, repair and use the Tunnel Easement Area by installing below grade footings and structure with a floor, walls, and ceiling plus related fixtures, furnishings, and equipment for a tunnel to provide pedestrian ingress and egress to the KXLY Property (the "**Tunnel**") from the McEuen Park parking garage. The tunnel shall be two feet below the surface and shall extend under the street and sidewalk on Front Street at the location depicted in Exhibit A, attached. (NOTE EX A WOULD BE THE WELCH-COMER DRAWING SHOWING THE TUNNEL, KXLY PROPERTY AND THE PARKING GARAGE)
- 2. Commencement and Duration.** This Tunnel Easement shall commence upon either: (a) notice from KXLY of its intent to construct or (b) if required, an application to the City for a permit or governmental approval to construct the Tunnel ("**Effective Date**"). This Tunnel Easement shall be perpetual in duration and may only be terminated upon agreement of the Parties.
- 3. Access Control, Signage and Periods of Use.** KXLY, its guests, licensees, invitees, and other authorized persons shall have the exclusive use of the Tunnel Easement Area, to include the right to: (a) install and maintain a door or gate to control access to the Tunnel from the adjacent public parking garage located under Front Avenue and (b) affix and display directional and informational signage adjacent to the Tunnel Easement Area inside of the public parking garage to identify the businesses and tenants on the KXLY Property. The signage will be of similar form and content to that which is commonly displayed in a multiple tenant office building in Coeur d'Alene, Idaho. The door or gate shall be designed and constructed so that it does not interfere with Grantor's parking spaces. Grantor agrees to work with KXLY to configure and size parking spaces so that KXLY will have access to the tunnel but no parking spaces will be eliminated. Grantor shall not place any structure or obstruction that blocks access to the Tunnel without the prior written approval of KXLY.

KXLY shall be entitled to enter and exit the Tunnel during regular hours of operation for the public parking garage, subject to temporary obstruction of the Tunnel when Grantor is performing maintenance, repair or other improvements. Prior to blocking or closing the Tunnel access, Grantor shall provide KXLY with ten (10) days advance written notice that identifies the work to be performed and the period of closure.

4. **Right of Entry, Construction and Repair.** KXLY shall have the right at all times to enter the Tunnel Easement Area to include using and occupying for reasonable periods of time the surface above the Tunnel Easement Area for the purpose of inspecting, surveying, constructing, maintaining, repairing, removing and replacing the Tunnel as deemed reasonably necessary by KXLY. KXLY shall obtain encroachment and building permits prior to commencing construction of the tunnel. KXLY agrees to construct the tunnel in a manner approved by the City of Coeur d'Alene Engineering Director and in compliance with all existing codes then adopted by the City of Coeur d'Alene. KXLY, its agents, employees and contractor shall perform work in the Tunnel Easement Area with due care and shall return the Tunnel Easement Area and the surface to the condition in which it was found. The City shall not be responsible to maintain or repair the Tunnel Easement Area.

5. **Covenants.**

- A. This Tunnel Easement shall apply to all interests now owned or hereinafter acquired by Grantor in the Tunnel Easement Agreement.
- B. This Tunnel Easement and the covenants herein shall be binding upon Grantor, and Grantor's successors and assigns, and shall run with the KXLY Property and be perpetual in duration except as provided in Paragraph 2 above.
- C. Grantor will not grant or convey any interest that conflicts with the interest of KXLY, or allow others to obstruct, impair or interfere with the Tunnel Easement Area.

6. **Indemnity.** To the fullest extent allowed by law, following the Effective Date, each party shall indemnify and hold the other, its employees, agents, and contractors, harmless from, and against, any and all claims, demands, orders, decrees, or judgments for injuries, death, or damage to any person or property arising, or resulting, from any act or omission on the part of said party, or its employees, agents or contractors that relate to use or activities under this Tunnel Easement.

7. **Liability Insurance.** Following the Effective Date, KXLY shall maintain in full force and effect, comprehensive public liability insurance for the Tunnel Easement Area, naming the Grantor as an additional insured in such amounts as reasonably determined by KXLY. KXLY shall consult with Grantor concerning the reasonable insurance limits and shall provide Grantor with certificates of insurance and any notice of cancellation.

8. **Representation.** Grantor represents and warrants it is duly authorized to execute and deliver this Tunnel Easement on behalf of the municipal corporation in accordance with a duly adopted resolution or other authority and that this Tunnel Easement is binding upon the corporation in accordance with its terms.

9. **Reservation of Rights.** Grantor specifically reserves unto itself the right to use and improve the Property and the Tunnel Easement Area for all purposes not inconsistent with the grant of easement hereunder.

10. Attorneys' Fees. If any action is brought by either party against the other party for the enforcement of this Easement or any document or instrument delivered pursuant hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such action or any appeal thereof.

11. Recording. Either party may elect to record this Tunnel Easement.

12. Miscellaneous. The laws of the State of Idaho shall govern the interpretation, validity, performance and enforcement of this Tunnel Easement. In the event of any legal action or proceeding to enforce or interpret any provision of this Tunnel Easement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, including, but not limited to, expert witness fees incurred in preparation and/or prosecution of said action or proceeding, and such attorneys' fees on appeal.

In witness whereof, the parties hereto have signed this Tunnel Easement this _____ day of _____, 2013.

SPOKANE TELEVISION, INC., a
Washington corporation

CITY OF COEUR D'ALENE, an Idaho
municipal corporation

By: _____
Its: _____

By: _____
Sandi Bloem, Mayor

ATTEST:

By: _____
Renata McLeod, City Clerk

[Notary Blocks Follow]

STATE OF _____)
)ss.
County of _____)

On this ____ day of _____, 2013, before me personally appeared _____, to me known to be the _____ of Spokane Television, Inc., a Washington corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for the purposes thereof.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: _____
Notary Public in and for the State of _____,
residing at _____
My Appointment expires _____

STATE OF Idaho)
) ss.
County of Kootenai)

On this ____ day of December, 2013, before me 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, Idaho, an Idaho municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the municipality, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument for the purposes thereof.

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

Printed Name: _____
Notary Public in and for the State of Idaho,
residing at _____
My Appointment expires: _____

EXHIBIT "A"

Easement Description Front Avenue Tunnel

That portion of existing City of Coeur d'Alene right of way known as Front Avenue which is south of and adjacent to Lot 10, Block R of the Plat of Coeur d'Alene and Kings Addition as recorded in Book C of Plats, Page 144, records of Kootenai County, located in Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Idaho described as follows:

BEGINNING at the southeast corner of said Lot 10, said point being on the northerly right of way of said Front Avenue;

Thence South $02^{\circ} 23' 19''$ West a distance of 12.00 feet;

Thence North $87^{\circ} 36' 41''$ West a distance of 12.00 feet;

Thence North $02^{\circ} 23' 19''$ East a distance of 12.00 feet to said northerly right of way;

Thence along said northerly right of way, South $87^{\circ} 36' 41''$ East a distance of 12.00 feet to the **END** of easement;

Said easement description is also limited vertically between elevation 2135.00 and 2155.00. Said elevations are based on NGVD 29 Vertical Datum.

Containing 144 square feet.

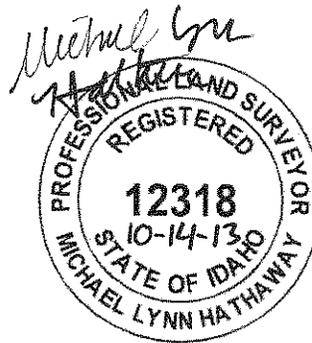


EXHIBIT "A-1"

SCALE: 1"=20'



COEUR D'ALENE MINES CORP.
C-1800-00R-007-A

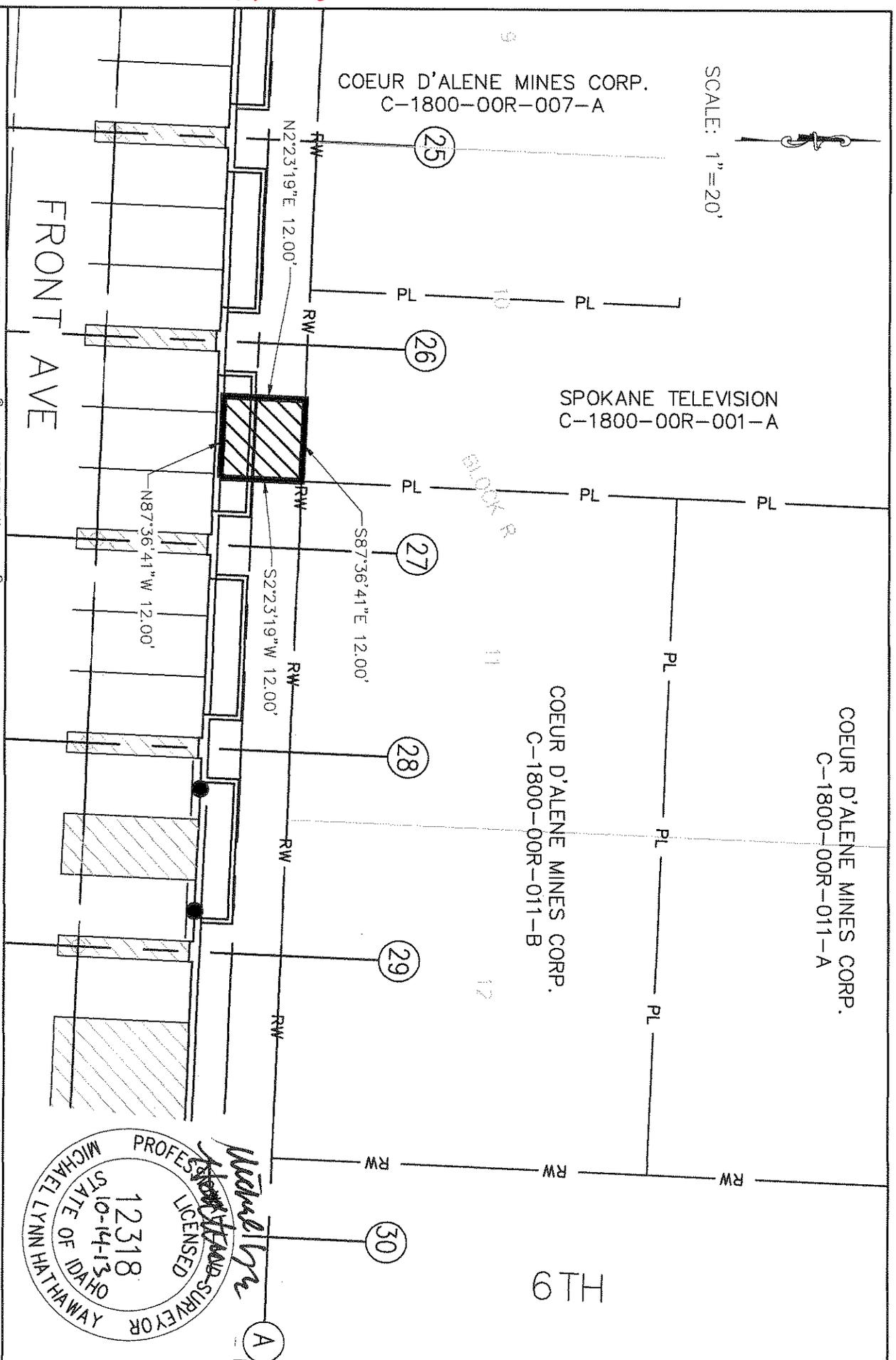
SPOKANE TELEVISION
C-1800-00R-001-A

COEUR D'ALENE MINES CORP.
C-1800-00R-011-A

COEUR D'ALENE MINES CORP.
C-1800-00R-011-B

FRONT AVE

6TH



WELCH-CORNER
ENGINEERS & SURVEYORS

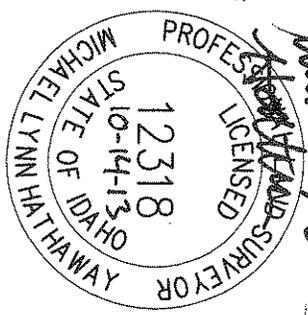
www.welchcorner.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815
208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

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EXHIBIT A

TUNNEL EASEMENT
FROM CITY TO SPOKANE TELEVISION
PARCEL # C-1800-00R-001-A



Michael Lynn
Michael Lynn

PROJECT NO.: 41022
DESIGNED BY: TJF
DRAWN BY: TJF
DWG NAME: 41022EASE-EX04
DATE: 10-10-13
SHEET NO:

BEER, WINE, AND/OR LIQUOR APPLICATION Expires March 1 annually

City of Coeur d' Alene
 Municipal Services
 710 Mullan Avenue
 Coeur d' Alene, Idaho 83814
 208.769.2229 Fax 769.2237

[Office Use Only] Amt Pd 37.50
 Rec No 0694746
 Date 12/9/13
 Date to City Council: _____
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from <u>HARRY'S FOOD MART</u> to <u>PAL'S GAS + GROCERY</u>	\$ <u>37.50</u>

Business Name	<u>PAL'S GAS + GROCERY</u>
Business Mailing Address	<u>1501 E. SIERMAN AVE</u>
City, State, Zip	<u>COEUR D'ALENE ID 83814</u>
Business Physical Address	<u>SAME</u>
City, State, Zip	
Business Contact	Business Telephone: <u>208-667-7200</u> Fax: _____ Email address: _____
License Applicant	<u>HARVINDER KAUR</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>HARVINDER KAUR - (OFFICER)</u> <u>GINDER PAL - (MANAGER)</u>

ANNOUNCEMENTS

Memo to Council

DATE: December 11, 2013

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the December 17th Council Meeting:

MICHAEL WARD PLANNING COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Shana Stuhlmiller, Planning Commission Staff Support

OTHER COMMITTEE MINUTES
(Requiring Council Action)

December 9, 2013
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

STAFF PRESENT

Warren Wilson, Deputy City Attorney
Ron Clark, Chief of Police
Troy Tymesen, Finance Director
Jon Ingalls, Deputy City Administrator

CITIZENS PRESENT

Bob Grossglauser

Juanita Knight, Senior Legal Assistant

Item 1. Request for De-Annexation – RBS Investments.
(Agenda)

Warren Wilson, Deputy City Attorney, reported that Bob Grossglauser, RBS Investments, is requesting de-annexation of an approximately .132 acre parcel located in the vicinity of Victorian Drive and French Gulch Road from the city boundaries. RBS Investments request for de-annexation from the city is because the bulk of their property in the area is outside city limits and they would like to consolidate all of their property in one jurisdiction for use.

Mr. Wilson said the proposed exclusion will have a limited financial impact on the City. However, the city will see a nominal decrease in property tax revenue from the property. Mr. Wilson noted that this is a Council decision, not Planning and Zoning Commission decision. If the Council approves it, the applicant will be required to complete a survey as the City boundary will need to be closed. The applicant will be responsible to generate a new boundary map and legal description.

Councilman Kennedy said he doesn't recall seeing many de-annexations. Mr. Wilson said they are pretty rare. This is only the third one in the last 10 years. He noted one was with the City of Huetter for a backup well site. The other one was part of a larger parcel that was in the county and they wanted to develop under the counties rules.

MOTION: by Councilman Edinger, seconded by Councilman Adams, to recommend that Council authorize the requested property be excluded from the city limits and direct staff to prepare an Ordinance.

Item 2. Agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene to hire a police officer and purchase a fully equipped police vehicle.
(Agenda)

Chief Ron Clark is requesting approval to hire an additional police officer and purchase a fully equipped police vehicle based on the financial commitment from the Coeur d'Alene School District #271 and from current police budgeted funds for a future School Resource Officer (SRO). Chief Clark explained that the school district has requested to expand the SRO program from six to seven SRO's. This seventh SRO would begin at the start of the school year, September 2014. This new SRO position would be responsible for specifically monitoring and patrolling the elementary schools. The current SRO's are assigned to the High Schools and Middle Schools, but do respond to elementary schools when called. The School District has agreed to pay the City of Coeur d'Alene

\$75,000 for their fiscal year 2014-2015 in order to add this position. In addition the School district has agreed to give the City of Coeur d'Alene \$51,000 to purchase a fully equipped patrol vehicle.

Chief Clark said they would like to hire a police officer immediately in order to train the officer and prepare for this September SRO start date transition. The salary costs to hire this officer would be covered in the current budget with salary savings and unfilled positions. The cost of hiring new officer from January to September, 2014 would be approximately \$55,763. The budget surplus due to not receiving the COPS grant and salary savings from a recent resignation of a police officer is about \$68,029. Chief Clark added that hiring a police officer immediately gives the benefit of training an officer in time for the transition of assigning an officer to the school as an SRO. In addition we would have the benefit of using that officer for patrol during the busy summer months. Adding to the SRO program is a benefit to the school and the City of Coeur d'Alene.

Councilman Kennedy asked the Chief if he expects this position to be exclusively for the SRO position or would it be a new position for the PD. Chief Clark said it will be a new hire position. He explained that it normally takes a person several years to be trained for a SRO assignment. They fill an SRO position by open testing offered to current officers.

Councilman Edinger asked what commitment the SD has made for this position after the 2014-2015 fiscal year. Chief Clark said that year after year they have negotiated with the SD on a yearly basis. So far, they've shown propensity to have and maintain this program. They have no guarantees outside this next year. The other part of the 2014-2015 has not been negotiated yet. This normally occurs in the Spring time for the upcoming year. However, he does have their intent to maintain the program with 7 people.

Councilman Edinger asked "what if" they don't come forward with funding after this year for the 7th position & does the Police Department get to keep the patrol car? Chief Clark said yes, they will get to keep the patrol car & it is his understanding that the SD was to continue the SRO program. Councilman Edinger asked if Chief Clark has anything in writing. Chief Clark said he has the patrol car commitment in writing. He also has it in writing that they will support the salary of the SRO for the Fiscal Year 2014-2015.

Councilman Kennedy asked what would be presented at the full City Council meeting that they would be voting on. Chief Clark said right now they are just looking at hiring a police officer based on their current funds along with the patrol car with the understanding that the SD is committing to paying the City \$75,000 during their next fiscal year which begins in July 2014 with the idea that we would increase the SRO program to 7 and the 7th officer will be patrolling the elementary schools. There will be a contract forthcoming as we normally do annually with the SD. That will be in the spring of 2014. Right now we're just agreeing to hire an officer based on current budget amount with the idea and the intent that we will receive \$75,000 at a later time and the \$51,000 for the patrol vehicle immediately.

Councilman Adams asked if Chief Clark is wanting to hire the officer regardless if the 7th SRO is approved. Chief Clark said he'd like to but they don't have the funding in the current budget. They applied for a grant that was for two positions, the grant was denied. But that does not discount the need for more officers. This is an opportunity to hire another officer with the SD offering to pay a portion of the salary.

Councilman Edinger repeated the question that Chief Clark has all this is writing. Chief Clark responded yes.

Councilman Kennedy said he supports this but it would be helpful to the City is to have this more clearly established in writing that the SD will commit to this. If they don't, then the City will have hired an officer that they've not budgeted for and will have to contend with that in the next fiscal year.

Councilman Edinger asked that Chief Clark have something in writing, signed by the School District, presented at the City Council meeting before it is voted on.

Mr. Tymesen, Finance Director, said as they would understand, the trustees cannot bind future trustees. So its always an annual appropriation. We have worked to get the SD comfortable with this plan. It has been presented how they've come up with the funding to hire somebody at this point to get an officer up and trained then an SRO will be able to slide right in. Staff firmly believes that this 7th SRO is in place. The appropriated will come forward and titled in the city's name. Staff is going off good intentions for the next contract but its possible we could bring a contract for the FY 2014-2015 for 7 SRO's at the next council meeting.

MOTION: by Councilman Edinger, seconded by Councilman Adams, to recommend that Council adopt Resolution No. 13-059 authorizing staff to hire one additional police officer and purchase a fully equipped police vehicle based on the financial commitment via a contract or letter of intent from the Coeur d'Alene School District #271 and from current police budgeted funds.

The meeting adjourned at 12:30 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 9, 2013

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: RBS Investments Request to Exclude (De-Annex) Property from City Boundaries.

DECISION POINT:

Provide a recommendation to the full council regarding whether to exclude an approximate .132 acre parcel located in the vicinity of Victorian Dr. and French Gulch Road from the city boundaries.

HISTORY:

I.C. 50-225 authorizes the City Council to exclude property from city boundaries by ordinance. RBS Investments has requested that the City exclude parcel #C00000173850 (AIN# 165057) from the city boundary because the bulk of its property in the area is outside city limits and they would like to consolidate all of their property in one jurisdiction for use.

FINANCIAL ANALYSIS:

The proposed exclusion will have a limited financial impact on the City. Idaho Code section 50-225 allows a city to exclude territory from its city limits provided that the excluded property is not relieved of its obligation for any outstanding indebtedness such as bonds, improvement districts etc. Further, the applicant will be responsible to generate a new boundary map and legal description. However, the city will see a nominal decrease in property tax revenue from the property.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Given the size and location of the property, excluding the property should not alter the quality of life for residents or negatively impact the ability of the city to provide services to surrounding properties.

DECISION POINT/RECOMMENDATION:

Recommend to the full City Council that the requested property be excluded from the city limits.

RBS INVESTMENTS LLP

3718 N. CAROLWOOD COURT

POST FALLS, ID 83854

WARREN WILSON

INTERIM PLANNING DIRECTOR

WE ARE REQUESTING THAT PARCEL # C00000173850 AIN#165057 BE DE-ANNEXED FROM THE CITY OF COEUR D ALENE. THIS PARCEL HAS NO CITY SERVICES AVAILABLE TO IT. IT IS ALSO LAND LOCKED. IT IS ALSO TOO SMALL TO BUILD ON ETC. ETC, ETC. WE OWN THE 3 PARCELS CONNECTED TO IT ON THE WEST. WE WOULD LIKE TO MAKE USE OF THIS PARCEL. WE REQUEST DE-ANNEXATION.

PLEASE PASS ALONG TO CITY COUNCIL.

THANKS

BOB GROSSGLAUSER

GENERAL PARTNER

208-640-3127



CITY COUNCIL
STAFF REPORT

DATE: December 2, 2013

FROM: Ron Clark
Chief of Police

SUBJECT: Agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene to hire a police officer and purchase a fully equipped police vehicle

Decision Point: Should the City of Coeur d'Alene hire an additional police officer and purchase a fully equipped police vehicle with partial funding provided by Coeur d'Alene School District #271 for a future School Resource Officer (SRO).

History: The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1995. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis: We are requesting to hire an additional police officer. The school district has requested to expand the SRO program from six to seven school resource officers. This seventh school resource officer would begin at the start of the school year, September 2014. This new SRO position would be responsible for specifically monitoring and patrolling the elementary schools. The current SRO's are assigned to the High Schools and Middle Schools, but do respond to elementary schools when called. The School District has agreed to pay the city of Coeur d'Alene \$75,000 for their fiscal year 2014-2015 in order to add this position. In addition the School district has agreed to give the City of Coeur d'Alene \$51,000 to purchase a fully equipped patrol vehicle.

We would like to hire a police officer immediately in order to train the officer and prepare for this September SRO start date transition. The salary costs to hire this officer would be covered in the current budget with salary savings and unfilled positions. The cost of hiring new officer from January to September, 2013 would be approximately \$55,763. The budget surplus due to not receiving the COPS grant and salary savings from a recent resignation of a police officer is about \$68,029.

Performance Analysis: Hiring a police officer immediately gives us the benefit of training an officer in time for the transition of assigning an officer to the school as an SRO. In addition we would have the benefit of using that officer for patrol during the busy summer months. Adding to the SRO program is a benefit to the school and the City of Coeur d'Alene.

Quality of Life Analysis: We recognized the need for additional officers to address the calls for service. Last fiscal year we applied for an additional 2 officers under the COPS grant. Unfortunately we were unable to secure the grant. This is an opportunity to hire an additional officer that we wouldn't be allowed to budget wise. However, we budgeted in our portion of the salaries for these positions and therefore would like to request to hire an additional roaming SRO officer in the City of Coeur d'Alene for

elementary schools as we do not currently have one. The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition, they feel the police and citizens have a more positive relationship.

Decision Point: Hire one additional police officer and purchase a fully equipped police vehicle based on the financial commitment from the Coeur d'Alene school district and from current police budgeted funds.



Coeur d'Alene Public Schools

DISTRICT ADMINISTRATIVE CENTER
1400 N. Northwood Center Court, Coeur d'Alene, ID 83814

OFFICE 208.664.8241
FAX 208.664.1748
www.cdaschools.org

December 10, 2013

Ron Clark, Chief
Coeur d'Alene Police Department
Coeur d'Alene, ID 83814

Dear Chief Clark:

This letter confirms Coeur d'Alene School District 271's offer to pay the Coeur d'Alene Police Department to provide a 7th SRO that is focused at our elementary schools. The District will:

- provide funding in the amount of \$51,000 for a patrol car, light bar and other policing equipment necessary to make the car fully operational as part of the expansion of the City and the District's SRO program to our elementary schools.
- commit \$75,000 to the City to support this position with the understanding that we will have the new SRO in our schools at the start of school in September 2014.
- agrees to keep the SRO program intact as is for FY 14-15.

We appreciate the police department and the city working with the district to help us enhance our security levels in our schools.

Thank you.

Sincerely,

Matthew J. Handelman
Superintendent of Schools

Thomas J. Hearn
Board Chair

OTHER BUSINESS



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: December 17, 2013

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2013.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2012-13 was \$1,483,763.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2013.

Annual Road and Street Financial Report

Reporting Entity Name - Enter below by entity type		Please return, not later than December 31 , to: BRANDON D WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720
City or City of Coeur d'Alene	County of City Kootenai	
County or		
Highway District	County of Hwy. District	

This certified report of dedicated funds is hereby submitted to the State Auditor as required by 40-708, *Idaho code*.

Dated this _____ day of _____, _____.

ATTEST: Renata McLeod

_____, City Clerk/Treasurer

_____, Mayor Sandi Bloem

City Clerk/County Clerk/District Secretary (type or print name & sign)	Commissioners or Mayor (type or print name & sign)
Contact Phone Number: 208-769-2225	

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	(10,288,231)
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RECEIPTS

Line	Description	Amount
LOCAL FUNDING SOURCES		
Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	
Line 4	Interest income	313
Line 5	Fund transfers from non-highway accounts.	486,467
Line 6	Proceeds from sale of bonds (include LIDs)	
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	163,051
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	3,260,524
Line 11	Total Local Funding (sum lines 2 through 10).	3,910,355
STATE FUNDING SOURCES		
Line 12	Highway user revenue	1,483,763
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	Other State funds (specify)	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	1,483,763
FEDERAL FUNDING SOURCES		
Line 18	National Forest Reserve Apportionment	
Line 19	Critical bridge	
Line 20	STP Rural	
Line 21	STP Urban.	96,327
Line 22	All other FEDERAL receipts or transfers	
Line 23	Total Federal Funding (sum lines 18 through 22)	96,327
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	5,490,445

DISBURSEMENTS

	NEW CONSTRUCTION	
Line 25	Roads	
Line 26	Bridges, culverts and storm drainage	238,940
Line 27	RR Crossing	
Line 28	Other (specify - including salaries and benefits).	
Line 29	Total New Construction (sum lines 25 through 28).	238,940
	RECONSTRUCTION/REPLACEMENT/REHABILITATION	
Line 30	Roads (rebuilt, realign, or 2" overlay upgrade).	985,736
Line 31	Bridges, culverts and storm drainage	437,029
Line 32	RR Crossing.	
Line 33	Other (specify - including salaries and benefits).	115,866
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	1,538,631
	ROUTINE MAINTENANCE	
Line 35	Chip sealing or seal coating.	
Line 36	Patching	301,251
Line 37	Snow removal	254,905
Line 38	Grading/blading	208,559
Line 39	RR Crossing.	
Line 40	Other (specify - including salaries and benefits).	586,829
Line 41	Total Routine Maintenance (sum lines 35 through 40)	1,351,544
	EQUIPMENT	
Line 42	New equipment purchase - automotive, heavy, other.	23,341
Line 43	Equipment lease - Equipment purchase	
Line 44	Equipment maintenance.	347,598
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	370,939
	ADMINISTRATION	
Line 47	Administrative salaries and expenses.	689,773
	OTHER	
Line 48	Right-of-way and property purchases	
Line 49	Property leases	
Line 50	Street lighting	497,582
Line 51	Professional services - audit, clerical, and legal.	554
Line 52	Professional services - engineering.	132,769
Line 53	Interest - bond (include LIDs).	10,738
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	115,200
Line 56	Redemption - notes (include loans)	
Line 57	Payments TO other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	756,843
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	4,946,670
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	543,775
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	(9,744,456)
Line 65	Funds on Line 64 obligated for specific future projects.	
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	(9,744,456)

PUBLIC HEARINGS

MEMORANDUM

DATE: DECEMBER 10, 2013

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: FEE INCREASES

DECISION POINT: To approve fee increases as proposed within the Municipal Services Department, Finance Department, Planning Department and Water Utility Department.

HISTORY: The City is required to hold a public hearing for proposed fee increase that exceeds 5%. In an effort to clarify certain fees, some fees may not have a 5% increase.

The Municipal Services Department has not recommended any increases for many years. Upon review of the various fees for permits and licenses, staff found that there are few areas that needed clarification such as the reproduction of large format prints (such as 24" x 24") and a more staff time costs involved in the issuance of fees, so several increase recommendations came forward. In Municipal Services a fully loaded hourly rate (including insurance costs) of a staff person issuing permits ranges from \$27.94 to \$46.08 per hour. Therefore, the recommended increases are attached in Exhibit "A." The Childcare Commission recommended the fee increase and all childcare facilities were contacted via E-mail. Some fees for licenses have not increased since 1998. Other business groups were contacted as renewals were issued this past month with no objections.

The Water Department conducted rate study and held a public hearing February 19, 2013. The approved Resolution listed the repeal of several prior Resolution Numbers that approved additional fees, which inadvertently repealed several fees that should remain in effect. Exhibit "B" contains a clarification of fees that should be active to insure clarity in the future.

The Planning Department brought forward an item to Council earlier this year regarding the fee for design review. City Council requested the addition of a fee for commercially zoned requests for design review. Therefor the following fee has been proposed:

- A \$100.00 application fee for Design Review in C-17 and C-17L zones.

The Finance Department has not recommended an increase to the garbage service fees in many years. The newly proposed schedule of fees is attached as Exhibit "C."

FINANCIAL: These fee increases and clarifications should bring the fee closer in line with the cost of service.

DECISION POINT/RECOMMENDATION: After hearing public testimony, approve fee increases as proposed within the Municipal Services Department, Finance Department, Planning Department and Water Utility Department.

RESOLUTION NO. 13-059

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

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

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary, all as set forth in the attached Exhibit "A" attached hereto and incorporated herein by reference; and

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

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that the fee adjustments be adopted; NOW, THEREFORE,

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

DATED this 17th day of December, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY OF COEUR D'ALENE
FEE INCREASES**

Dept /Category	Description	Existing Fee	December 2013 Fee
Finance	Garbage Fees		
Garbage – Additional Compactor Service	Perm 1.5 Yd	\$25.17	\$28.14
Garbage - Additional Compactor Service 2 yard			\$37.56
Garbage – Additional Compactor Service	Perm 3 Yd	\$50.50	\$56.32
Garbage – Additional Compactor Service	Perm 4 Yd	\$67.10	\$75.08
Garbage – Additional Compactor Service	Perm 5 Yd	\$84.00	\$93.87
Garbage – Additional Compactor Service	Perm 6 Yd	\$101.00	\$112.67
Garbage – Additional Compactor Service	Perm 15 Yd	\$148.50	\$165.75
Garbage – Additional Compactor Service	Perm 20 Yd	\$197.00	\$220.80
Garbage – Additional Compactor Service	Perm 25 Yd	\$244.00	\$276.00
Garbage – Additional Compactor Service	Perm 30 Yd	\$296.00	\$330.98
Garbage – Additional Compactor Service	Perm 40 Yd	\$389.00	\$441.30
Garbage – Cleaning & Sanitizing	1 Yd Container	\$36.00	\$39.50
Garbage – Cleaning & Sanitizing	2 Yd Container	\$42.00	\$46.11
Garbage – Cleaning & Sanitizing	3 Yd Container	\$48.00	\$52.71
Garbage – Cleaning & Sanitizing	4 Yd Container	\$54.00	\$59.28
Garbage – Cleaning & Sanitizing	6 Yd Container	\$66.00	\$72.48
Garbage – Cleaning & Sanitizing	8 Yd Container	\$78.00	\$85.63
Garbage – Cleaning & Sanitizing	15 Yd Container	\$115.00	\$131.72
Garbage – Cleaning & Sanitizing	20 Yd Container	\$141.00	\$164.61
Garbage – Cleaning & Sanitizing	25 Yd Container	\$168.00	\$197.63
Garbage – Cleaning & Sanitizing	30 Yd Container	\$195.00	\$230.55
Garbage – Cleaning & Sanitizing	40 Yd Container	\$250.00	\$296.44
Garbage – Commercial	Delivery Charge/Container	\$32.22	\$38.30
Garbage – Commercial	Delivery Charge/Roll Off	\$54.10	\$64.51
Garbage – Commercial	Make Container Lockable	\$15.05	\$28.70
Garbage – Commercial	Lock Charge	\$25.00	\$17.00
Garbage – Commercial	Special Pickup/Return Fee	\$38.50	\$40.00
Garbage – Commercial	Extra – Bag, Box, Can	\$1.75	\$1.95
Garbage – Commercial	Curb Service – 32 ga. can	\$7.70	\$8.60
Garbage – Commercial	Cart Service – 35 ga. can	\$6.00	\$6.90
Garbage – Commercial	Cart Service – 64 ga. can	\$10.50	\$11.40
Garbage – Commercial	Cart Service – 96 ga. can	\$15.50	\$18.35
Garbage – Commercial	Additional Cart Service	\$5.00	\$5.50
Garbage – Commercial	Cart Rental	\$2.50	\$2.75
Garbage – Commercial	Return Trip – Container	\$38.00	\$40.00
Garbage – Commercial	Return Trip – Roll Off	\$40.00	\$48.00
Garbage – Commercial	Fighting Creek Trip Charge	\$120.00	\$139.50
Garbage - Commercial Rent Monthly	1 Yd	\$4.00	\$4.50
Garbage - Commercial Rent Monthly	1.5 Yd	\$5.00	\$5.50

Garbage - Commercial Rent Monthly	2 Yd	\$6.00	\$6.50
Garbage - Commercial Rent Monthly	3 Yd	\$8.00	\$8.50
Garbage - Commercial Rent Monthly	4 Yd	\$10.00	\$10.50
Garbage - Commercial Rent Monthly	6 Yd	\$14.00	\$15.50
Garbage - Commercial Rent Monthly	8 Yd	\$17.00	\$19.25
Garbage - Commercial Rent Monthly	15 Yd	\$59.00	\$69.00
Garbage - Commercial Rent Monthly	20 Yd	\$65.00	\$76.50
Garbage - Commercial Rent Monthly	25 Yd	\$72.50	\$86.50
Garbage - Commercial Rent Monthly	30 Yd	\$85.50	\$101.50
Garbage – Compactor Service Monthly	Perm 1.5 Yd	\$80.25	\$95.63
Garbage – Compactor Service Monthly	Perm 2 Yd		\$131.10
Garbage – Compactor Service Monthly	Perm 3 Yd	\$160.50	\$195.05
Garbage – Compactor Service Monthly	Perm 4 Yd	\$220.00	\$260.00
Garbage – Compactor Service Monthly	Perm 5 Yd	\$272.00	\$325.08
Garbage – Compactor Service Monthly	Perm 6 Yd	\$324.00	\$390.00
Garbage – Compactor Service Monthly	Perm 15 Yd	\$486.00	\$573.56
Garbage – Compactor Service Monthly	Perm 20 Yd	\$642.00	\$764.75
Garbage – Compactor Service Monthly	Perm 25 Yd	\$790.00	\$955.95
Garbage – Compactor Service Monthly	Perm 30 Yd	\$979.00	\$1,147.15
Garbage – Compactor Service Monthly	Perm 40 Yd	\$1,366.00	\$1,529.54
Garbage – Extra Pick Up	1 Yd	\$6.75	\$7.00
Garbage – Extra Pick Up	1.5 Yd	\$8.50	\$9.10
Garbage – Extra Pick Up	2 Yd	\$10.00	\$11.10
Garbage – Extra Pick Up	3 Yd	\$15.00	\$16.55
Garbage – Extra Pick Up	4 Yd	\$20.00	\$20.25
Garbage – Extra Pick Up	6 Yd	\$25.00	\$26.10
Garbage – Extra Pick Up	8 Yd	\$30.00	\$34.40
Garbage – Extra Pick Up	15 Yd	\$95.00	\$112.70
Garbage – Extra Pick Up	20 Yd	\$119.00	\$125.00
Garbage – Extra Pick Up	25 Yd	\$125.00	\$141.50
Garbage – Extra Pick Up	30 Yd	\$140.00	\$165.50
Garbage – Extra Service	1 Yd	\$44.00	\$44.25
Garbage – Extra Service	1.5 Yd	\$46.00	\$47.00
Garbage – Extra Service	2 Yd	\$48.00	\$49.00
Garbage – Extra Service	3 Yd	\$52.00	\$54.30
Garbage – Extra Service	4 Yd	\$55.00	\$57.50
Garbage – Extra Service	6 Yd	\$60.00	\$63.90
Garbage – Extra Service	8 Yd	\$67.00	\$72.15
Garbage – Perm Service Monthly	Perm 1 Yd	\$18.50	\$21.60
Garbage – Perm Service Monthly	Perm 1.5 Yd	\$25.90	\$30.60
Garbage – Perm Service Monthly	Perm 2 Yd	\$31.40	\$37.50
Garbage – Perm Service Monthly	Perm 3 Yd	\$46.15	\$55.50
Garbage – Perm Service Monthly	Perm 4 Yrd	\$55.50	\$67.00
Garbage – Perm Service Monthly	Perm 6 Yd	\$77.00	\$88.00
Garbage – Perm Service Monthly	Perm 8 Yd	\$94.40	\$114.75
Garbage – Perm Service Monthly	Perm 15 Yd	\$320.00	\$390.00
Garbage – Perm Service Monthly	Perm 20 Yd	\$320.00	\$390.00
Garbage – Perm Service Monthly	Perm 25 Yd	\$405.00	\$489.50

Garbage – Perm Service Monthly	Perm 30 Yd	\$472.00	\$573.57
Garbage - Residential	1 Can Cart = 35 Gal. Cart	\$7.70	\$8.60
Garbage – Residential	2 Can Cart = 64 Gal. Cart	\$8.80	\$9.70
Garbage – Residential	3 Can Cart = 96 Gal. Cart	\$9.60	\$10.50
Garbage – Residential	Duplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$9.60	\$10.50
Garbage – Residential	Duplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$19.20	\$21.00
Garbage – Residential	Duplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$8.80	\$9.70
Garbage – Residential	Duplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$17.60	\$19.40
Garbage – Residential	Duplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.70	\$8.60
Garbage – Residential	Duplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$15.40	\$17.20
Garbage – Residential	Triplex (3) Can Cart (1) = (1) 96 Gal. Cart	\$9.60	\$10.50
Garbage – Residential	Triplex (3) Can Cart (2) = (2) 96 Gal. Cart	\$19.20	\$21.00
Garbage – Residential	Triplex (3) Can Cart (3) = (3) 96 Gal. Cart	\$28.80	\$31.50
Garbage – Residential	Triplex (2) Can Cart (1) = (1) 64 Gal. Cart	\$8.80	\$9.70
Garbage – Residential	Triplex (2) Can Cart (2) = (2) 64 Gal. Cart	\$17.60	\$19.40
Garbage – Residential	Triplex (2) Can Cart (3) = (3) 64 Gal. Cart	\$26.40	\$29.10
Garbage – Residential	Triplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.70	\$8.60
Garbage – Residential	Triplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$15.40	\$17.20
Garbage – Residential	Triplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$26.40	\$25.80
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 35 Gal. Cart	\$7.70	\$8.60
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 35 Gal. Cart	\$15.40	\$17.20
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 35 Gal. Cart	\$26.40	\$25.80
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 35 Gal. Cart	\$30.80	\$34.40
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 64 Gal. Cart	\$8.80	\$9.70
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 64 Gal. Cart	\$17.60	\$19.40
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 64 Gal. Cart	\$26.40	\$29.10
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 64 Gal. Cart	\$35.20	\$38.80
Garbage – Residential	Fourplex (1) Can Cart (1) = (1) 96 Gal. Cart	\$9.60	\$10.50
Garbage – Residential	Fourplex (1) Can Cart (2) = (2) 96 Gal. Cart	\$19.20	\$21.00
Garbage – Residential	Fourplex (1) Can Cart (3) = (3) 96 Gal. Cart	\$28.80	\$31.50
Garbage – Residential	Fourplex (1) Can Cart (4) = (4) 96 Gal. Cart	\$38.40	\$42.00
Garbage – Residential	Extras		\$1.95
Garbage – Residential	Additional Cart Service		\$5.50

	(unscheduled/return trip)		
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Pick-Up	\$37.00	\$41.75
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Rent	\$37.00	\$41.75
Garbage – Short Term Service for Residential Customers and for Non-Current Commercial Customers	1 Yd thru 8 Yd Delivery	\$37.00	\$41.75
Garbage – Temp Service for Current Commercial Customers	Temporary 15 Yd	\$98.00	\$112.70
Garbage – Temp Service for Current Commercial Customers	Temporary 20 Yd	\$122.25	\$141.35
Garbage – Temp Service for Current Commercial Customers	Temporary 25 Yd	\$125.00	\$145.00
Garbage – Temp Service for Current Commercial Customers	Temporary 30 Yd	\$140.00	\$166.00
Garbage – Temporary Container Rental Monthly	1 Yd	\$4.00	\$4.20
Garbage – Temporary Container Rental Monthly	1.5 Yd		\$5.00
Garbage – Temporary Container Rental Monthly	2 Yd	\$6.00	\$6.20
Garbage – Temporary Container Rental Monthly	3 Yd	\$7.50	\$7.70
Garbage – Temporary Container Rental Monthly	4 Yd	\$9.00	\$9.60
Garbage – Temporary Container Rental Monthly	6 Yd	\$15.00	\$15.50
Garbage – Temporary Container Rental Monthly	8 Yd	\$18.00	\$19.25
Garbage – Temporary Container Rental Monthly	15 Yd	\$100.00	\$114.75
Garbage – Temporary Container Rental Monthly	20 Yd	\$100.00	\$114.75
Garbage – Temporary Container Rental Monthly	25 Yd	\$100.00	\$114.75
Garbage – Temporary Container Rental Monthly	30 Yd	\$112.00	\$129.25

MUNICIPAL SERVICES

CHILDCARE/DAY CARE FACILITY

Facility License	\$50.00
<u>Less than 13 children</u>	<u>\$60.00</u>
<u>13 or more children</u>	<u>\$100.00</u>
Athletic Club Facility License	10.00 <u>\$20.00</u>
<u>Individual License Facility Employee</u>	5.00 <u>\$10.00</u>

RECORDS REQUESTS/RECORDS COPIES

Photocopies	\$.10/page
Labor Costs (Per I.C. 9-338(8)(a) locating and copying documents)	Actual labor <u>Actual labor</u> costs associated with
<u>Large copies (larger than 11x17)</u>	
<u>Normal Quality</u>	<u>\$4.00 per sq. ft. plus tax</u>
<u>High Quality</u>	<u>\$5.00 per sq. ft. plus tax</u>
<u>Examples: Plotted City Maps, Zoning Map of City, Comprehensive Plan Map, Street Map</u>	
<u>Copy of records onto a compact discs</u>	<u>\$.43</u>
<u>Compact Disc with case</u>	<u>\$.60</u>
<u>Copy of records onto a flash drive</u>	<u>\$10.00 or actual cost whichever is lower</u>
<u>Applicable shipping charges</u>	

DETECTIVE AGENCY/MERCHANT POLICE

Detective Agency/Merchant Police Agency	\$50.00 <u>\$60.00</u>
Detective/Merchant Police Employee	25.00 <u>\$30.00</u>

DRAIN LAYER

Drain Layer Contractor	\$30.00 <u>\$40.00</u>
Drain Layer License	\$10.00 <u>10.00</u> <u>\$20.00</u>

FORT GROUNDS RESIDENTIAL PARKING PERMITS

Annual Residential Parking Decal	\$25.00 <u>\$30.00</u> /vehicle
Temporary Visitor Hang-Tags	5.00
Replacement Annual/Visitor Hang Tags	15.00

HOME OCCUPATION

Home Occupation Certificates	\$10.00 <u>\$25.00</u>
Renewal Certificates	10.00 <u>\$25.00</u>

KENNEL LICENSE

Annual Kennel License Fee	\$20.00 <u>20.00</u> <u>\$40.00</u>
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MESSAGE THERAPY/FACILITY PARLOR/BATHHOUSE &/OR MESSAGE PARLOR/BATHHOUSE EMPLOYEES

Massage Facility/ Bathhouse , New	\$ 50.00 — \$60.00
Massage Facility/ Bathhouse , Renewal	—50.00 — \$60.00
Employee, New	25.00/employee
Employee, Renewal	25.00/employee
Masseuse Exemption	10.00

OUTDOOR EATING FACILITY

Sidewalk Encroachment Permit	115.00 <u>\$125.00</u>
Temporary Sewer Cap Fee	19.28/chair <u>Per current Wastewater Fee Ordinance</u>

SAFE AND SANE FIREWORKS

Firework Stand Permit	\$100.00 <u>\$125.00/location</u>
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SIGN PERMITS

Permanent Signs

Single installation, first (each) ~~sign~~ sign of a group

Valuation	Permit Fee	New Fee (20% Increase)	Valuation	Permit Fee	New Fee (20% Increase)	Valuation	Permit Fee	New Fee (20% Increase)
500	23.50	28.20	31,000	452.35	542.82	75,000	818.75	982.50
600	26.55	31.86	32,000	462.45	554.94	76,000	825.75	990.90
700	29.54	35.45	33,000	472.55	567.06	77,000	832.75	999.30
800	32.56	39.07	34,000	482.65	579.18	78,000	839.75	1007.70
900	35.70	42.84	35,000	492.75	591.30	79,000	846.75	1016.10
1,000	38.75	46.50	36,000	502.85	603.42	80,000	853.75	1024.50
1,100	41.80	50.16	37,000	512.95	615.54	81,000	860.75	1032.90
1,200	44.85	53.82	38,000	523.05	627.66	82,000	867.75	1041.30
1,300	47.90	57.48	39,000	533.15	639.78	83,000	874.75	1049.70
1,400	50.95	61.14	40,000	543.25	651.90	84,000	881.75	1058.10
1,500	54.00	64.80	41,000	553.35	664.02	85,000	888.75	1066.50
1,600	57.05	68.46	42,000	563.45	676.14	86,000	895.75	1074.90
1,700	59.65	71.58	43,000	573.55	688.26	87,000	902.75	1083.30
1,800	63.15	75.78	44,000	583.65	700.38	88,000	909.75	1091.70
1,900	66.20	79.44	45,000	593.75	712.50	89,000	916.75	1100.10
2,000	69.25	83.10	46,000	603.85	724.62	90,000	923.75	1108.50
3,000	83.25	99.90	47,000	613.95	736.74	91,000	930.75	1116.90
4,000	97.25	116.70	48,000	624.05	748.86	92,000	937.75	1125.30
5,000	111.25	133.50	49,000	634.15	760.98	93,000	944.75	1133.70
6,000	125.25	150.30	50,000	643.75	772.50	94,000	951.75	1142.10
7,000	139.25	167.10	51,000	650.75	780.90	95,000	958.75	1150.50
8,000	153.25	183.90	52,000	657.75	789.30	96,000	965.75	1158.90
9,000	167.25	200.70	53,000	664.75	797.70	97,000	972.75	1167.30
10,000	181.25	217.50	54,000	671.75	806.10	98,000	979.75	1175.70
11,000	195.25	234.30	55,000	678.75	814.50	99,000	986.75	1184.10
12,000	209.25	251.10	56,000	685.75	822.90	100,000	993.75	1192.50
13,000	223.25	267.90	57,000	692.75	831.30	101,000	999.35	1199.22
14,000	237.25	284.70	58,000	699.75	839.70	102,000	1,004.95	1205.94
15,000	251.25	301.50	59,000	706.75	848.10	103,000	1,010.55	1212.66
16,000	265.25	318.30	60,000	713.75	856.50	104,000	1,016.15	1219.38
17,000	279.25	335.10	61,000	720.75	864.90	105,000	1,021.75	1226.10
18,000	293.25	351.90	62,000	727.75	873.30	106,000	1,027.35	1232.82
19,000	307.25	368.70	63,000	734.75	881.70	107,000	1,032.95	1239.54
20,000	321.25	385.50	64,000	741.75	890.10	108,000	1,038.55	1246.26
21,000	335.25	402.30	65,000	748.75	898.50	109,000	1,044.14	1252.97
22,000	349.15	418.98	66,000	755.75	906.90	110,000	1,049.75	1259.70
23,000	363.25	435.90	67,000	762.75	915.30	111,000	1,055.35	1266.42
24,000	377.25	452.70	68,000	769.75	923.70	112,000	1,060.95	1273.14
25,000	391.75	470.10	69,000	776.75	932.10	113,000	1,066.55	1279.86
26,000	401.85	482.22	70,000	783.75	940.50	114,000	1,072.15	1286.58
27,000	411.95	494.34	71,000	790.75	948.90	115,000	1,077.75	1293.30
28,000	422.05	506.46	72,000	797.75	957.30	116,000	1,083.35	1300.02
29,000	432.15	518.58	73,000	804.75	965.70	117,000	1,088.95	1306.74
30,000	442.25	530.70	74,000	811.75	974.10	118,000	1,094.55	1313.46

\$100,000 to \$500,000 Permit Fee is \$993.75 (New 20% Increase = \$1,192.50) for the first \$100,000 plus \$5.60 (New 20% Increase = \$6.72) for each additional \$1,000 or fraction thereof.

\$500,000 to \$1,000,000 Permit Fee is \$3,223.75 (New 20% Increase = \$3,868.50) for the first \$500,000 plus \$4.75 (New 20% Increase = \$5.70) for each additional \$1,000 or fraction thereof.

\$1,000,000 and up Permit Fee is \$5,608.75 (New 20% Increase = \$6,730.50) for the first \$1,000,000 plus \$3.65 (New 20% Increase = \$4.38) for each additional \$1,000 or fraction thereof.

Temporary Signs

Promotional (each time period)

10.00 2 week period

Political (each election period)

25.00

Non-profit Street banners/pennants/
windsocks (each time period)

~~10.00~~ \$20.00

Windsigns (annually)

20.00

All others (each time period)

10.00 2 week period

A Frame Signs
encroachment permit

23.50 \$35.00 annually plus an

WATER

Call Out Water Services

Normal Working Hours:

Special meter reading	\$25.00
Other Service Calls	No Charge

Off-Hours:

Emergency Turn On/Off for System Repair	No Charge
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~~All Others~~ Non-Emergency Turn On/off for customer owned lines \$80.00

Emergency Turn On/Off for Customer Owned Line	\$40.00
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Delinquent Utility Charges

Reconnection Fee – Off Hours	\$80.00	
Tag Fee	25.00	
<u>Overdue</u> Backflow <u>Assembly</u> Test with other Tag Fees		25.00
Shut Off Fee	25.00	

Bulk Water Use Fees

Key Deposit (Permanent Station)	\$ 25.00
Water Drawn from Permanent Stations	1.11/1,000 gallons
Portable Station -Rental	25.00/month
Installation and Meter Reading for Portable Station	100.00
Damage Deposit - Portable Station	1,000.00
Water Drawn from Portable Station	0 .70/1,000 gallons
3 rd and Subsequent Requests to move portable stations	40.00
One-Time Bulk Water Base Rate	25.00
Penalty: Failure to Submit Log Sheets	40.00

Misc. Fees

Asphalt Patching	\$950.00
Replacing Damaged Property	Actual Invoice + Labor Costs
Sidewalk Replacement Fee	500.00/panel
Design Locate Fee	50.00/hr.

Private Fire Line Rates

Monthly Rates

<u>Service Size</u>	<u>Monthly Rate</u>
1.5" or smaller	\$ 6.60
2"	6.60
3"	6.60
4"	8.80
6"	13.17
8"	17.57
10"	21.95
12"	26.39

SCHEDULE 1

METERED RATES

METERED RATES

Cost of Service Water Rates

<u>Meter Size</u>	<u>Current</u>	<u>Approved Future Rate Increases</u>					
	<u>2012</u>	<u>April 1, 2013</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>	<u>January 1, 2017</u>	<u>January 1, 2018</u>
3/4"	\$6.51	\$6.67	\$7.00	\$7.34	\$7.70	\$8.08	\$8.48
1"	\$7.17	\$7.35	\$7.71	\$8.09	\$8.49	\$8.91	\$9.35
1-1/2"	\$8.04	\$8.24	\$8.64	\$9.06	\$9.50	\$9.97	\$10.46
2"	\$10.45	\$10.71	\$11.23	\$11.78	\$12.36	\$12.97	\$13.61
3"	\$28.19	\$28.89	\$30.31	\$31.80	\$33.36	\$34.99	\$36.70
4"	\$34.77	\$35.64	\$37.39	\$39.22	\$41.14	\$43.16	\$45.27
6"	\$50.10	\$51.35	\$53.87	\$56.51	\$59.28	\$62.18	\$65.23
8"	\$67.62	\$69.31	\$72.71	\$76.27	\$80.01	\$83.93	\$88.04
10"	\$87.33	\$89.51	\$93.90	\$98.50	\$103.33	\$108.39	\$113.70

Volume Rates (\$/1,000gal)

<u>Class</u>	<u>April 1, 2013</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>	<u>January 1, 2017</u>	<u>January 1, 2018</u>
<u>Residential (0-30 Kgals)</u>	\$0.74	\$0.78	\$0.82	\$0.86	\$0.90	\$0.94
<u>Residential (Over 30 Kgals)</u>	\$1.07	\$1.12	\$1.17	\$1.23	\$1.29	\$1.35
<u>Non-Residential</u>	\$0.65	\$0.68	\$0.71	\$0.74	\$0.78	\$0.82
<u>Irrigation-Only</u>	\$0.86	\$0.90	\$0.94	\$0.99	\$1.04	\$1.09

Applicability:

To all metered customers:

Monthly Base Rates

Meter Size	FY2007	FY2008	FY2009	FY2010	FY2011
3/4" or less	\$ 6.10	\$ 6.23	\$ 6.32	\$ 6.42	\$ 6.51
1"	6.70	6.85	6.95	7.06	7.17
1 1/2 "	9.50	7.67	7.70	7.92	8.04
2"	12.65	9.92	10.09	10.27	10.45
3 "	19.55	26.50	27.05	27.61	28.19
4 "	28.13	32.64	33.33	34.04	34.77
6"	47.98	46.97	47.98	49.03	50.10
8"	70.68	63.34	64.73	66.16	67.62
10"	112.33	81.76	83.57	85.43	87.33

Commodity Charge – Per 1,000 gallons:

Class	FY 2008	FY2009	FY2010	FY 2011
Residential (0-30 Kgals)	\$0.65	\$0.67	\$0.70	\$0.72
Residential(Over 30 Kgals)	0.94	0.97	1.01	1.04
Non Residential	0.57	0.59	0.61	0.63
Irrigation Only	0.75	0.78	0.81	0.84

NOTES:

- 1) Users which are considered in more than one of the classifications above will be charged the highest commodity charge of their use classification for all water use.
- 2) ~~Commodity charge for wholesale water accounts to be assessed on the classification of the majority of water used.~~

SCHEDULE 2

WATER CAPITALIZATION FEES

A capitalization fee will be assessed for every separate metered service connection to a water pipeline.

CAPITALIZATION FEE SCHEDULE

<u>Cap Fees</u>	<u>Current Fees</u>	<u>April 2013</u>	<u>January 1, 2014</u>	<u>January 1, 2015</u>	<u>January 1, 2016</u>	<u>January 1, 2017</u>	<u>January 1, 2018</u>
-	-	-	-	-	-	-	-
<u>Meter Size:</u>	-	-	-	-	-	-	-
<u>3/4"</u>	\$2,045	\$2,157	\$2,276	\$2,401	\$2,533	\$2,672	\$2,819
<u>1"</u>	\$3,467	\$3,602	\$3,801	\$4,010	\$4,230	\$4,462	\$4,708
-	-	-	-	-	-	-	-
<u>Service Size:</u>	-	-	-	-	-	-	-
<u>Existing Only</u>							
<u>1-1/2"</u>	\$6,759	\$7,183	\$7,579	\$7,995	\$8,435	\$8,898	\$9,387
<u>2"</u>	\$10,849	\$11,497	\$12,131	\$12,797	\$13,501	\$14,242	\$15,025
<u>3"</u>	\$20,451	\$23,015	\$24,285	\$25,619	\$27,027	\$28,510	\$30,079
<u>4"</u>	\$34,144	\$35,957	\$37,941	\$40,025	\$42,225	\$44,542	\$46,993
<u>6"</u>	\$68,112	\$71,893	\$75,859	\$80,025	\$84,425	\$89,058	\$93,957
<u>8"</u>	\$109,014	\$115,033	\$121,379	\$128,045	\$135,085	\$142,498	\$150,337
<u>10"</u>	\$195,122	\$165,377	\$174,501	\$184,085	\$194,205	\$204,862	\$216,133

Note: New 1 1/2" and 3" service stubs no longer allowed.

Service size(s) & meter size(s) must be indicated in order to process permit applications. Fees to be paid at the time of building permit issuance.

Any structure designed to house one family shall be defined as a "dwelling unit." Any structure designed to house more than one family, or any facility with one meter which is used to provide service to more than one structure will be assessed the capitalization fee of the greater of either \$360.00 per dwelling unit, or the capitalization fee of the installed meter.

Capitalization fee for a mobile home park, where water service is provided by a master meter, will be assessed on the higher cost of either \$360.00 per unit, or the capitalization cost of the installed meter. Mobile home parks or subdivisions with individual metered services will be assessed the capitalization fee for each meter size installed for each unit.

Water Capitalization Fees

<u>Cap Fees</u>	<u>FY2007</u>	<u>May/June 2008</u>	<u>FY 2009</u>	<u>FY 2010</u>	<u>FY 2011</u>
<u>Meter Size:</u>					
<u>3/4"</u>	\$ 1,050	\$ 1,465	\$ 1,880	\$ 1,961	\$ 2,045
<u>1"</u>	1,780	2,484	3,187	3,324	3,467

Service Size:

1 1/2"	\$ 3,470	\$ 4,842	\$ 6,213	\$ 6,480	\$ 6,759
2"	5,570	7,772	9,973	10,402	10,849
3"	10,500	14,650	18,800	19,608	20,451
4"	17,530	24,459	31,388	32,737	34,144
6"	34,970	48,792	62,614	65,305	68,112
8"	55,970	78,093	100,215	104,522	109,014
10"	100,590	140,349	180,108	187,849	195,122

New 1 1/2" and 3" service stubs no longer allowed, must be 2" or 4".

Service size(s) & meter size(s) must be indicated in order to process permit applications. Fees to be paid at the time of building permit issuance.

Any structure designed to house one family shall be defined as a "dwelling unit". Any structure designed to house more than one family, or any facility with one meter which is used to provide service to more than one structure will be assessed the capitalization fee of the greater of either \$360.00 per dwelling unit, or the capitalization fee of the installed meter.

Capitalization fee for a mobile home park, where water service is provided by a master meter, will be assessed on the higher cost of either \$360.00 per unit, or the capitalization cost of the installed meter. Mobile home parks or subdivisions with individual metered services will be assessed the capitalization fee for each meter size installed for each unit.

PRIVATE FIRE LINE RATES

Applicability:

To all customers who have private fire hydrants, sprinkler systems and/or inside hose connections for firefighting purposes.

Monthly Rates:

For unmetered service through a separate line for firefighting purposes:

<u>SERVICE SIZE</u>	<u>MONTHLY RATE</u>
<u>1.5" or smaller</u>	<u>\$6.60</u>
<u>2"</u>	<u>\$6.60</u>
<u>3"</u>	<u>\$6.60</u>
<u>4"</u>	<u>\$8.80</u>
<u>6"</u>	<u>\$13.17</u>
<u>8"</u>	<u>\$17.57</u>
<u>10"</u>	<u>\$21.95</u>
<u>12"</u>	<u>\$26.39</u>

If the installation of a private fire service requires an extension of the existing mains of the utility, such extension shall be at the customer's cost.

All private fire services shall be equipped with resilient seated gate valves at the main. State approved backflow prevention must also be installed on each fire service.

Meters may be placed on fire services by the utility at any time; however, metered rates will not apply unless improper use of water is disclosed, and if such be the case, usage will be billed to the consumer based on the Commodity Charge rate schedule.

Private Fire Lines Capitalization Fees

Applies to all customers who have sprinkler systems and/or inside hose connections for firefighting purposes.

For unmetered service through a separate line for firefighting purposes, the following cap fees shall apply:

SERVICE SIZE	CAPITALIZATION FEE
3 or smaller	\$484
4"	\$968
6 "	\$1,936
8"	\$2,903
10"	\$4,839
12"	\$6,049

If the installation of a private fire service requires an extension of the existing mains of the utility, such extension shall be at the customer's cost.

All private fire services shall be equipped with resilient seated gate valves at the main. State approved backflow prevention must also be installed on each fire service.

Meters may be placed on fire services by the utility at any time; however, metered rates will not apply unless improper use of water is disclosed, and if such be the case, usage will be billed to the consumer based on the metered water rate schedule.

SCHEDULE 3

WATER HOOKUP FEES (Only due if City installs Service)
(Labor & Materials)

Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:

<u>METER SIZE</u>	<u>HOOKUP FEE</u>	<u>ASPHALT CUT</u>
<u>3/4"</u>	<u>\$1930.00-\$2470.00</u>	<u>\$950.00-\$1000.00</u>
<u>1" or less</u>	<u>\$2050.00-\$2520.00</u>	<u>\$950.00-\$1000.00</u>
<u>1-1/2"</u>	<u>\$4280.00-\$4960.00</u>	<u>\$950.00-\$1000.00</u>
<u>2"</u>	<u>\$4580.00-\$5110.00</u>	<u>\$950.00-\$1000.00</u>

Radio read MXU equipment fee = \$130.00 for all services (whether city installed or not).

If an existing sidewalk panel must be removed, where no additional sidewalk installation will take place, an additional panel replacement fee of \$500 may be charged.

NOTE: 1 1/2" hookup fees include a 2" service tap and will be due the 2" Capitalization Fee

Where a service hookup is other than standard, costs may be calculated by the City to represent actual costs.

The HOOKUP FEE is a separate fee paid in addition to the CAPITALIZATION FEE.

Hookup may be made by a private contractor or licensed plumber to City specifications.

Water Hook Up Fees
~~(Labor & Materials)~~

~~Standard service hookup fee schedule (by size) complete from main to adjoining property line, including meter, meter box, and setting:~~

METER SIZE	HOOKUP FEE	ASPHALT CUT/CONCRETE PANEL REPLACEMENT	
1"	\$1,200.00	\$950.00	\$500
1-1/2"	\$1,850.00	\$950.00	\$500
2"	\$2,200.00	\$950.00	\$500

~~Radio read MXU equipment fee = \$130.00~~

~~Service installation over 2" size, and including fire lines and hydrants, shall be installed by contractor.~~

~~Where a service hookup is other than standard, costs may be calculated by the City to represent actual costs.~~

~~The HOOKUP FEE is a separate fee paid in addition to the CAPITALIZATION FEE.~~

~~Hookup may be made by a private contractor or licensed plumber to City specifications.~~

Date: December 17, 2013
To: City Council
From: Planning Department
Subject: **Amendment to Zoning Regulations – O-2-13** Change of neighborhood sponsor requirements for single-family detached housing designation.

Decision Point

The City Council is asked to provide a recommendation regarding whether the percentage of property, based on those who are party to the request, should be changed. This request, if approved, would apply to both the R-8 and R-12 zones.

History

The zoning regulations were adopted by ordinance #1691 in 1982 providing a comprehensive recodification and revision of the ordinances of the City of Coeur d'Alene relating to zoning and planning under the local zoning act of 1975.

Prior Decision(s):

Pinegrove Park is the only neighborhood staff is aware of that has applied for and received a single family detached only designation in city limits. The request was approved January 11th, 1994. (SP-2-94)

Current Code and Request:

The regulations that apply to the request in R-8 and R-12 as well as the proposed amendment follow:

17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.

- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least seventy five percent (75%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 ½) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

17.05.100: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-8 district shall be as follows:

1. Administrative.

2. Duplex housing.
3. Essential service (underground).
4. "Home occupation", as defined in this title.
5. Neighborhood recreation.
6. Pocket residential development.
7. Public recreation.
8. Single-family detached housing.

And;

17.05.170: GENERALLY:

- A. The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross acre.
- B. In this district a special use permit, as prescribed in chapter 17.09, article III of this title, may be requested by neighborhood sponsor to restrict development for a specific area in single-family detached housing. To constitute neighborhood sponsor, sixty six percent (66%) of the people who own at least seventy five percent (75%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 ½) gross acres bounded by streets, alleys, rear lot lines or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

17.05.180: PERMITTED USES; PRINCIPAL:

Principal permitted uses in an R-12 district shall be as follows:

1. Administrative.
2. Duplex housing.
3. Essential service (underground).
4. "Home occupation", as defined in this title.
5. Neighborhood recreation.
6. Pocket residential development.
7. Public recreation
8. Single-family detached housing as specified by the R-8 district.

Request:

The proposed change would allow a special use permit request for a single-family detached only designation within prescribed bounds by the applicant (subject to code required boundaries), to move forward when 66% of the total property requested is subject to the party making the request, rather than the 75% threshold currently needed for qualification.

The necessity for 66% of the signatures of property owners within the request would remain.

Performance Analysis

Calculation Example:

Based on the minimum allowable area to qualify (1.5 AC), a 75% calculation currently requires 1.125 AC within the subject property to meet code. The requested change would reduce the hurdle to 0.99 AC at 66% of land area.

2007 Comprehensive Plan:

Goals & Objectives:

- Home Environment (#3), Pages 17-20

Special Areas:

- Neighborhoods, Pages 32-33

Property Rights:

- Coeur d'Alene, Page 72

Appendices:

- Housing, Page 79

Quality of Life Analysis

The proposed amendment is intended to allow a neighborhood the ability to designate single-family detached housing only within a proposed boundary upon qualification and approval.

Decision Point Recommendation

The City Council is asked to review the single family designation criteria request to determine if it is appropriate for all areas in the city zoned R-8 or R-12.

Applicant: Ann Melbourn, Fort Grounds Homeowner's Association
Request: Reduction of Single Family special use permit threshold
LEGISLATIVE (0-2-13)

Deputy Warren Wilson presented the staff report and answered questions from the Commission.

Commissioner Evans inquired if staff is aware of any other cities that have had a similar request.

Deputy City Attorney Wilson stated that the city had a similar request approved in 1994 for Pinegrove Park.

Commissioner Luttrupp inquired how the percentage of 66% was chosen for this request.

Deputy City Attorney Wilson stated that the applicant picked the number based on the supra-majority percentages in the City of Coeur d'Alene.

Commissioner Messina inquired if it would be effective city-wide if approved.

Deputy City Attorney stated that is correct.

Public testimony open:

Tom Melbourne, Coeur d'Alene, stated that this reduction will help preserve historical areas in the city and would like the commission to approve the request.

Katherine Mclaudress, Coeur d'Alene, stated the older homes in this neighborhood make this a unique place to live and by approving this request, it will ensure other homes are not eliminated, but restored.

John Bruning, Coeur d'Alene, stated that a few years ago, the area around Sanders Beach requested a zone change to R-3 and by having that approval, the neighborhood has benefitted.

Marlo Faulkner stated that the house she lives in today is where she was born and raised. The property was subdivided in the 20th century. She passed out a map showing all the lots in the Fort Grounds area explaining that recently nine homes were demolished. She added that if you want to tear down your home it's your right, but feels replacing your home to construct a condo is a concern to the people who want to preserve this area for the many existing historic homes. The comprehensive plan supports this area and asked the Planning Commission for their approval.

Ann Melbourne, Coeur d'Alene, commented this is not a unique request and feels the neighborhood is defined because of the college and city parks. She stated that this request should be approved because of the families who live in this area that want it to be restored.

Public testimony closed.

Motion by Messina, seconded by Haneline, to approve 0-2-13. Motion approved.

ORDINANCE NO. 3474
COUNCIL BILL NO. 13-1019

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.090 AND 17.05.170 TO REDUCE THE THRESHOLD FOR SPONSORING A SPECIAL USE PERMIT RESTRICTION TO SINGLE FAMILY USE IN THE R-8 AND R-12 ZONES FROM PEOPLE OWNING SEVENTY FIVE PERCENT OF THE AREA TO PEOPLE OWNING SIXTY SIX PERCENT OF THE AREA; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.05.090 is amended to read as follows:*

17.05.090: GENERALLY:

- A. The R-8 district is intended as a residential area that permits a mix of housing types at a density not greater than eight (8) units per gross acre.

- B. In this district a special use permit, as prescribed in section 17.09.205 of this title may be requested by neighborhood sponsor to restrict development for a specific area to single-family detached housing only at eight (8) units per gross acre. To constitute neighborhood sponsor, at least sixty six percent (66%) of the people who own at least ~~seventy five~~ sixty six percent (~~75~~66%) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) acres bounded by streets, alleys, rear lot lines, or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

- C. In this district a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the concern for energy and environment conservation.

- D. Project review (see sections 17.07.305 through 17.07.330 of this title) is required for all subdivisions and for all residential, civic, commercial, service and industry uses, except residential uses for four (4) or fewer dwellings.

SECTION 2. *That Coeur d'Alene Municipal Code Section 17.05.170 is amended to read as follows:*

17.05.170: GENERALLY:

A. The R-12 district is intended as a residential area that permits a mix of housing types at a density not greater than twelve (12) units per gross area.

B. In this district a special use permit, as prescribed in chapter 17.09, article III of this title, may be requested by neighborhood sponsor to restrict development for a specific area in single-family detached housing. To constitute neighborhood sponsor, ~~seventy-five~~ sixty six percent (66%) of the people who own at least ~~seventy-five~~ sixty six percent (7566 %) of the property involved must be party to the request. The area of the request must be at least one and one-half (1 1/2) gross acres bounded by streets, alleys, rear lot lines or other recognized boundary. Side lot lines may be used for the boundary only if it is also the rear lot line of the adjacent property.

C. In this district, a special use permit may be requested by the developer for a two (2) unit per gross acre density increase for each gross acre included in a pocket residential development. This density increase provision is established to reflect the growing concern for energy and environment conservation.

D. Project review (see chapter 17.07, article IV of this title) is required for all subdivisions and for all residential, civic, commercial, service, and industry uses except residential uses for four (4) or fewer dwellings.

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

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

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of

this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 17th day of December, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3474

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.090 AND 17.05.170 TO REDUCE THE THRESHOLD FOR SPONSORING A SPECIAL USE PERMIT RESTRICTION TO SINGLE FAMILY USE IN THE R-8 AND R-12 ZONES FROM PEOPLE OWNING SEVENTY FIVE PERCENT OF THE AREA TO PEOPLE OWNING SIXTY SIX PERCENT OF THE AREA; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3474 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3474, **O-2-13 Reduction of Single Family Special Use Threshold**, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of December, 2013.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 10/31/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 11/30/2013
<u>General-Designated</u>	\$429,837	\$29,585	\$2,869	\$456,553
<u>General-Undesignated</u>	5,183,727	4,485,878	6,450,945	3,218,660
<u>Special Revenue:</u>				
Library	59,429	5,981	120,287	(54,877)
CDBG	42	18,870	18,924	(12)
Cemetery	75,585	15,529	14,356	76,758
Parks Capital Improvements	(7,226)	31,263	8,054	15,983
Impact Fees	2,653,456	94,584	30,000	2,718,040
Annexation Fees	775	10,000		10,775
Insurance	3,170,799	8	741	3,170,066
Cemetery P/C	1,807,481	21,440	35,206	1,793,715
Jewett House	63,342		1,728	61,614
Reforestation	16,580	163	141	16,602
Street Trees	186,730	6,300	5,100	187,930
Community Canopy	2,543		198	2,345
CdA Arts Commission	1,790		2	1,788
Public Art Fund	67,493	300	800	66,993
Public Art Fund - LCDC	486,548			486,548
Public Art Fund - Maintenance	119,100		1,614	117,486
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	460,758	2,209		462,967
LID Guarantee	33,329	1,870		35,199
LID 130 Lakeside / Ramsey / Industrial Park	51,564			51,564
LID 146 Northwest Boulevard	-			-
LID 149 4th Street	-			-
<u>Capital Projects:</u>				
Street Projects	342,417	3,181	60,863	284,735
<u>Enterprise:</u>				
Street Lights	170,738	38,506	78,297	130,947
Water	448,700	378,475	247,018	580,157
Water Capitalization Fees	3,126,219	67,365	2,157	3,191,427
Wastewater	5,231,260	522,332	934,188	4,819,404
Wastewater-Reserved	1,363,775	27,500		1,391,275
WWTP Capitalization Fees	2,943,251	216,517		3,159,768
WW Property Mgmt	60,668			60,668
Sanitation	(367,089)	247,750	275,402	(394,741)
Public Parking	(131,435)	94,964	3,500	(39,971)
Stormwater Mgmt	69,265	77,327	27,261	119,331
Wastewater Debt Service	1,011,977			1,011,977
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	187,232	164,486	187,232	164,486
LID Advance Payments	787			787
Police Retirement	1,386,243	14,452	32,598	1,368,097
Sales Tax	2,161	1,382	2,161	1,382
BID	144,745	4,057		148,802
Homeless Trust Fund	357	357	357	357
GRAND TOTAL	\$30,854,952	\$6,582,631	\$8,541,999	\$28,895,584

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTH ENDED
 30-Nov-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$33,479	16%
	Services/Supplies	11,840	405	3%
Administration	Personnel Services	319,115	52,038	16%
	Services/Supplies	69,390	736	1%
Finance	Personnel Services	614,642	100,511	16%
	Services/Supplies	99,060	7,614	8%
Municipal Services	Personnel Services	960,817	161,032	17%
	Services/Supplies	444,141	84,423	19%
	Capital Outlay	7,000		
Human Resources	Personnel Services	244,271	20,795	9%
	Services/Supplies	30,200	21	0%
Legal	Personnel Services	1,377,700	232,602	17%
	Services/Supplies	104,126	10,787	10%
Planning	Personnel Services	433,125	56,545	13%
	Services/Supplies	9,100	845	9%
Building Maintenance	Personnel Services	299,965	46,024	15%
	Services/Supplies	122,296	18,062	15%
	Capital Outlay			
Police	Personnel Services	9,640,019	1,446,595	15%
	Services/Supplies	796,950	92,438	12%
	Capital Outlay	66,372		
Fire	Personnel Services	7,524,974	1,515,540	20%
	Services/Supplies	405,436	34,909	9%
	Capital Outlay			
General Government	Services/Supplies	216,920	216,194	100%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services		27,853	
	Services/Supplies		18,859	
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100	5,550	13%
	Capital Outlay	27,156	510	
Streets	Personnel Services	1,904,608	276,496	15%
	Services/Supplies	553,251	66,360	12%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWO MONTH ENDED
 30-Nov-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	26,820	13%
	Services/Supplies	38,300	1,900	5%
Engineering Services	Personnel Services	523,881	90,911	17%
	Services/Supplies	741,600	34,725	5%
	Capital Outlay			
Parks	Personnel Services	1,404,361	165,216	12%
	Services/Supplies	438,300	41,571	9%
	Capital Outlay	83,000		
Recreation	Personnel Services	619,035	89,849	15%
	Services/Supplies	136,200	5,843	4%
Building Inspection	Personnel Services	850,588	123,445	15%
	Services/Supplies	43,258	2,385	6%
Total General Fund		<u>31,743,213</u>	<u>5,109,888</u>	<u>16%</u>
Library	Personnel Services	1,034,823	170,038	16%
	Services/Supplies	182,350	28,997	16%
	Capital Outlay	110,000	22,352	20%
CDBG	Services/Supplies	297,298	20,687	7%
Cemetery	Personnel Services	140,091	22,397	16%
	Services/Supplies	94,164	6,761	7%
	Capital Outlay	38,000		
Impact Fees	Services/Supplies	731,710	75,000	10%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	78,648	17%
Insurance	Services/Supplies	280,000	741	0%
Cemetery Perpetual Care	Services/Supplies	98,000	16,190	17%
Jewett House	Services/Supplies	59,640	1,651	3%
Reforestation	Services/Supplies	2,000	141	7%
Street Trees	Services/Supplies	65,000	3,300	5%
Community Canopy	Services/Supplies	1,500	264	18%
CdA Arts Commission	Services/Supplies	6,600	33	1%
Public Art Fund	Services/Supplies	250,800	15,322	6%
Total Special Revenue		<u>3,866,776</u>	<u>476,522</u>	<u>12%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
30-Nov-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2013	PERCENT EXPENDED
Debt Service Fund		<u>1,255,435</u>	<u></u>	<u></u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWO MONTH ENDED
30-Nov-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 11/30/2013	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000	25	0%
Levee Certification	Capital Outlay	260,000	37,851	15%
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay		22,978	
Atlas Road Widening	Capital Outlay	394,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		2,072,370	60,854	3%
Street Lights	Services/Supplies	572,000	78,541	14%
Water	Personnel Services	1,652,706	271,361	16%
	Services/Supplies	4,219,911	125,858	3%
	Capital Outlay	2,329,900	40,190	2%
Water Capitalization Fees	Services/Supplies	1,100,000		
Wastewater	Personnel Services	2,352,374	361,369	15%
	Services/Supplies	6,338,854	229,064	4%
	Capital Outlay	10,160,300	671,878	7%
	Debt Service	2,025,641		
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,499,362	566,084	16%
Public Parking	Services/Supplies	179,957	7,420	4%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	17,935	17%
	Services/Supplies	663,812	62,471	9%
	Capital Outlay	250,000		
Total Enterprise Funds		36,348,000	2,432,171	7%
Kootenai County Solid Waste		2,200,000	187,232	9%
Police Retirement		175,800	29,775	17%
Business Improvement District		186,000		
Homeless Trust Fund		5,900	357	6%
Total Fiduciary Funds		2,567,700	217,364	8%
TOTALS:		\$77,853,494	\$8,296,799	11%