

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

**AGENDA**

**VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item G - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**NOVEMBER 15, 2016**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Dave Hoit, Prairie Avenue Christian Center

**C. PLEDGE OF ALLEGIANCE**

**D. AMENDMENTS TO THE AGENDA:** Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

**E. PRESENTATION:**

1. INTRODUCTION OF NEW FIREFIGHTERS

**Presented by: Tom Greif, Fire Deputy Chief and Captain Bill Deruyter**

2. FORT GROUND NEIGHBORHOOD COMPATIBILITY OVERLAY DISTRICT AND SURVEY UPDATE

**Presented by: Kevin and Patty Jester, Association member**

3. 2017 SNOW PLAN

**Presented by: Tim Martin, Street and Engineering Services Director**

**F. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilperson that one or more items be removed for later discussion.

1. Approval of Council Minutes for the October 28, 2016 and November 1, 2016 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services Committee Meeting held November 7, 2016.
4. Setting of General Services and Public Works Committees meetings for November 21, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Setting of a Public Hearing on December 20, 2016 for A-5-16: A proposed 2.78 ac. annexation from Michael Kobold with zoning from County Agricultural to City R-3 (Residential at 3 units/acre); located at 1820 W. Prairie
6. **Resolution No. 16-062** - Amendment to the Lease Agreement with Commercial Property Management, LLC for 816 Sherman Avenue for a six month extension.

**Recommended by the City Attorney**

**G. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**H. ANNOUNCEMENTS**

1. **City Council**
2. **Mayor**
  - a. Appointments: Patrick Murray and James Chapkis to the Parking Commission

**I. GENERAL SERVICES**

1. **Resolution No. 16-063** - Approval of a Memorandum of Understanding with Kootenai County Emergency Medical Services System for a Mass Casualty Response Vehicle (KCEMSS).

**Staff Report by: Fire Chief Gabriel**

**J. OTHER BUSINESS**

1. **Council Bill No. 16-1023** - Amending Municipal Code Chapters 4.05.030(B), 4.15.060, 4.15.080, 4.15.090, 4.30.030, 4.30.050(D), 5.44.050, AND 17.07.615(A) relating to mobile vendors/concessions, renaming Chapter 4.30 to “Commercial Activity on Public Property” and creating Chapter 5.75 entitled “Concessions.”
2. **Council Bill No. 16-1024** – Creating Article X, Municipal Code Chapter 17.07, entitled “Mobile Food Courts.”

**Staff Report by Renata McLeod, Municipal Services Director**

**K. ADJOURNMENT:**

City Council Agenda November 15, 2016

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 72 hours in advance of the meeting date and time.

*This meeting is aired live on CDA TV Cable Channel 19*



# Coeur d'Alene

## CITY COUNCIL MEETING

*November 15, 2016*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**

# PRESENTATIONS



721 W Lakeshore Drive

Informational Survey  
of the  
Fort Grounds Historic District

1992 Historical  
Survey Area



# 2016 Informational Survey Area



# FAR Values (Base/Lot)



**EXHIBIT 2**

**Complete Demolition of Structure**

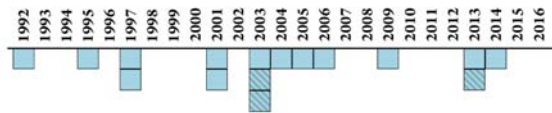


**LEGEND**

- Total Demolition
- Total Demolition (Home Not in 1992 Survey)

**EXHIBIT 3**

**Significantly Remodeled (Doesn't resemble what it looked like in 1992)**



**LEGEND**

- Significantly Remodeled
- Significantly Remodeled (Home Not in 1992 Survey)

**Significantly Remodeled and Demolished Homes**



**EXHIBIT 4**

**Addressing**

- Parcels
- FG Neighborhood

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Scale 1:50,000

City of Eugene  
January 2016  
© 2016 City of Eugene

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City of Eugene  
January 2016  
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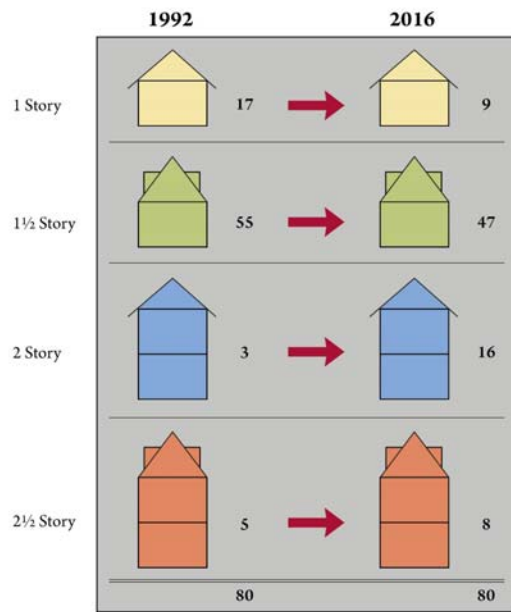
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City of Eugene  
January 2016  
© 2016 City of Eugene






# Changes to Vertical Scale

EXHIBIT 5






Current Number of Stories (excluding basements) with Addressing







<p><b>111 Forest Drive</b></p> <p><b>Original Description:</b>                  111 Forest Drive. 1 story duplex; stucco walls; hipped roof with shakes; large fixed-paned windows; inset porch. Built in 1959 by Wayne Olsen; carport added in 1964. (Noncontributing.)</p> <p><b>New Description (Including Year of Update):</b> 2 story, National Revival</p>		
<p><b>2012 Photo:</b></p> 	<p><b>2016 Photo:</b></p> 	
<p>Current Square Ft.: 4204                  Current FAR: 77.2% Has Basement                  Scraped? Yes                  Yr: before 2012                  Substantially Remodeled?                  Yr:</p> <p><b>Additional Comments:</b> New construction, built in 2015. There is no back yard. Lot size is 5,445 sq. ft.</p>		



Garage attached in back, access off of alley, no backyard.



<p><b>201 Forest Drive</b></p> <p><b>Original Description:</b>                  201 Forest Drive. 1 1/2 story side-gable frame house; narrow clapboard siding; jerkin head roof; 6/1 double-hung sash windows, set singly or in pairs; triple window on facade; outset porch; knee braces; sun room on north end. Built between 1909 and 1921, probably by Rolla B. Smith, the owner until 1920. (Contributing.)</p> <p><b>New Description (Including Year of Update):</b> (2) Story Neoclassical (eclectic) .</p>	
<p><b>1992 Photo:</b></p> 	<p><b>2016 Photo:</b></p> 
<p>Current Square Ft.: 4523                  Current FAR: 54.6% With Basement                  Scraped? Yes                  Yr: 2014                  Substantially Remodeled?                  Yr:</p> <p><b>Additional Comments:</b> New construction began 2014, not yet completed.</p>	



<b>801 Lakeshore Drive</b>	
<b>Original Description:</b> 801 Lakeshore Drive. 1 story side-gable frame house; Tudor Revival; asbestos shingle siding; outset entry with uneven gable roof which curves at peak; half-timbering in entry walls; large fixed-pane window on facade; most other windows are 1/1 double-hung sash; original one-car garage attached at west end. Built between 1909 and 1921. (Contributing.)	
<b>New Description (Including Year of Update):</b> 2 ½ Stories on a berm, Contemporary Craftsman	
<b>1992 Photo:</b>	<b>2016 Photo:</b> 
Current Square Ft.: 6204 has daylight basement Current FAR: 65% Scraped? Yes. Yr: 2005 Substantially Remodeled? Yr:	
<b>Additional Comments:</b> New construction began in 2005, was not completed until 2009. Retaining wall and berm is a hazard for view triangle to eastbound traffic on Lakeshore Dr.	

<b>310 Forest Drive</b>	
<b>Original Description:</b> 310 Forest Drive. 1 1/2 story side-gable frame house; Craftsman bungalow; large wood shingle siding; metal frame replacement windows; room added at front; outset front porch. House built ca. 1908, probably by H. S. Moore and J. F. and Jessie M. Baughman, who owned the property from 1908 until 1920. (Noncontributing.)	
<b>New Description (Including Year of Update):</b> (2) Story Rustic Neo National, lap siding, faux stone accents	
<b>2012 Photo:</b> 	<b>2016 Photo:</b> 
Current Square Ft.: 3513 Current FAR: 44 % No Basement Scraped? Yes Yr: 2011 Substantially Remodeled? Yr:	
<b>Additional Comments:</b> New Construction , built in 2013-14.	

<p><b>721 Woodland Drive</b></p> <p><b>Original Description:</b>                  721 Woodland Drive. <u>John Hager House</u>. 1 1/2 story side-gable frame house; grooved plywood siding in upper facade, with rock veneer in lower facade; replacement windows; carport on west end. House built by John Hager between 1909 and 1921 to replace an earlier building on the same lot; earlier structure was the Hospital Stewart Quarters from Fort Sherman. (Noncontributing.)</p>	
<p><b>New Description (Including Year of Update):</b> 2 Story, Contemporary Art Modern</p>	
<p><b>2012 Photo:</b></p> 	<p><b>2016 Photo:</b></p> 
<p>Current Square Ft.: 3534                  Current FAR: 38.2% No basement                  Scraped? Yes                  Yr: 2015                  Substantially Remodeled                  Yr:</p>	
<p><b>Additional Comments:</b> New construction, not yet completed. 2015-16                  2016 photo front door on Hubbard, in 2012 front door is facing Woodland.</p>	

<p><b>Ft Sherman Chapel</b></p> <p><b>Original Description:</b>                  Corner Hubbard and Woodland. <u>Ft. Sherman Chapel</u>. 1 story gable-front frame building; angular lines and buttresses of Gothic Revival style; Romanesque round arched windows set in pairs in each side bay. Built in 1880 by men stationed at Fort Sherman. (Listed in National Register, 1979.)</p>	
<p><b>New Description (Including Year of Update):</b> See below.</p>	
<p><b>1992 Photo:</b></p> 	<p><b>2016 Photo:</b></p> 
<p>Current Square Ft.:                  Current FAR:                  Scraped?                  Yr:                  Substantially Remodeled? New restroom facility added on south side. Parking no longer in front of church. Sign moved to southwest corner of property. Paver walks added since 1992.                  Yr: 2015</p>	
<p><b>Additional Comments:</b></p>	

<p><b>701 W Lakeshore Dr. – Finch Add. (Now 701, 703,705,707 W Lakeshore Dr.)</b></p> <p>Original Description: Was not in 1992 survey.</p>	
<p>New Description (Including Year of Update): 2 Story, Craftsman</p>	
<p>2012 Photo:</p> 	<p>2016 Photo:</p> 
<p>Current Square Ft.: For all 4 units -13,734.00    Average Unit sq. footage 3433.5                  Current FAR: For average unit – 56%                  Scraped? Yes                  Yr: 2013                  Substantially Remodeled?                  Yr:</p>	
<p>Additional Comments: Built in 2013-14.</p>	

<p><b>611 W Garden – North side of street</b></p> <p>Original Description: Was not in the 1992 survey</p>	
<p>New Description (Including Year of Update): (1 ½) Story, Modern Bungalow</p>	
<p>2012 Photo:</p> 	<p>2016 Photo:</p> 
<p>Current Square Ft.: 1848                  Current FAR: 29.6%                  Scraped? Yes                  Yr: 2014                  Substantially Remodeled?                  Yr:</p>	
<p>Additional Comments: Built in 2014</p>	

## PROPOSED FT. GROUNDS NEIGHBORHOOD COMPATIBILITY ORDINANCE

### Executive Summary

#### Background and Rationale

The historic Fort Grounds Neighborhood in Coeur d'Alene is a mix of mostly single-family homes varying in size from 585 SF to 6204 SF. The average size is approximately 3121 SF.<sup>1</sup> Lot sizes vary from 3158 SF/.07 acre to 22789 SF/.52 acre. The neighborhood has in roughly the last decade experienced the demolition of a number of older and for the most part small existing homes and their replacement by residential structures which have in many cases maximized the square footage permitted by existing ordinances. Other cities have faced a similar trend. Some have responded with ordinances to restrict the size and scale of structures based upon the size of the building lot. Over-sized residential structures can and do have measurable and negative impact upon adjoining properties and the neighborhood in general. They negatively impact available views, sunlight, vegetation and natural soil percolation. These over-sized houses are starting to proliferate in the Ft. Grounds, threatening to materially and permanently alter the existing character of the Fort Grounds Neighborhood. The purpose of the proposed ordinance described below is to recognize the value in maintaining the general character and feel of older Fort Grounds residences, while acknowledging that both renovation and replacement of houses in the neighborhood will continue into the future. The ordinance described below is modeled after an ordinance adopted around 2006 by the City of Austin, Texas.

#### Proposed Ordinance Summary

The proposed ordinance will:

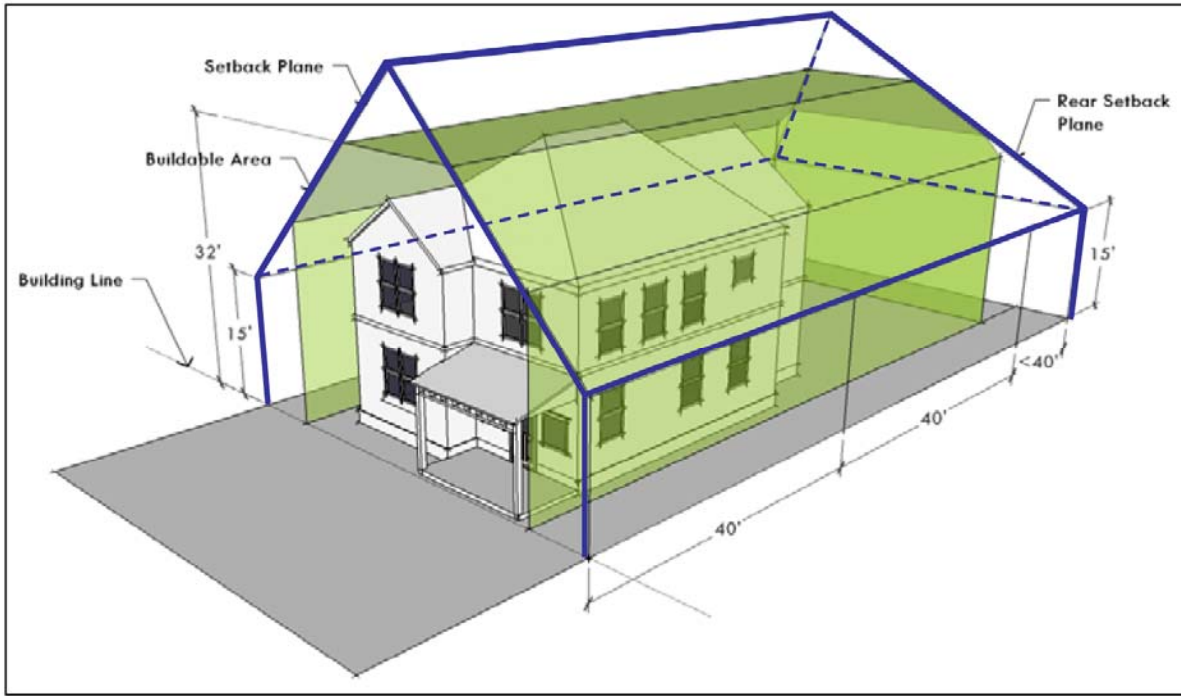
- Define the Fort Grounds Neighborhood as an area bounded on the east by Park Drive, the west by Hubbard Avenue, the south by West Lakeshore Drive<sup>2</sup> and the north by the centerline of the east/west alley between Empire and River Avenues, and create an overlay district wherein special rules of development will apply;
- Adopt an additional limitation on the total amount of gross floor area that can be developed based upon a "floor area ratio" (FAR) of 0.4 of gross floor area to each 1.0 foot of lot area, but allowing a minimum of 2300 square feet of floor area;
- Establish a 3-dimensional set-back regimen to govern the "scale" of new structures, using a "virtual tent" mechanism at a maximum height of 32 feet; [See attached illustration.]
- Provide for certain exceptions to the "tent" requirements for eaves, gables, dormers, chimneys, and certain features not designed for occupancy;
- Establish side wall articulation standards to prevent the construction of massive uniform side walls;
- Adopt definitions as necessary, including Gross Floor Area, (to exclude below grade livable space) for use in computing FAR and Natural Grade from which to measure maximum building height, (i.e. top of the curb).
- Provide for the prohibition of a covered porch, deck or other structure within the front setback zone;
- Adopt a maximum "lot coverage percentage" requirement in addition to the FAR, in order to preserve a minimum of open space;
- Adopt an maximum 75% "impervious surface" limitation to insure ensure percolation of storm water run-off and minimum amount of landscaped area;
- Provide for exceptions to accommodate exceptionally small building lots; and,
- Containing a savings clause recognizing the need to replace structures destroyed by fire or other casualty occurring after adoption, applicable to structures in existence as of the adoption date, (i.e., a "grandfather clause").

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<sup>1</sup> This calculation excludes basement area. Not all residences have basements and basement floor area is excluded in the proposed FAR ratio calculations.

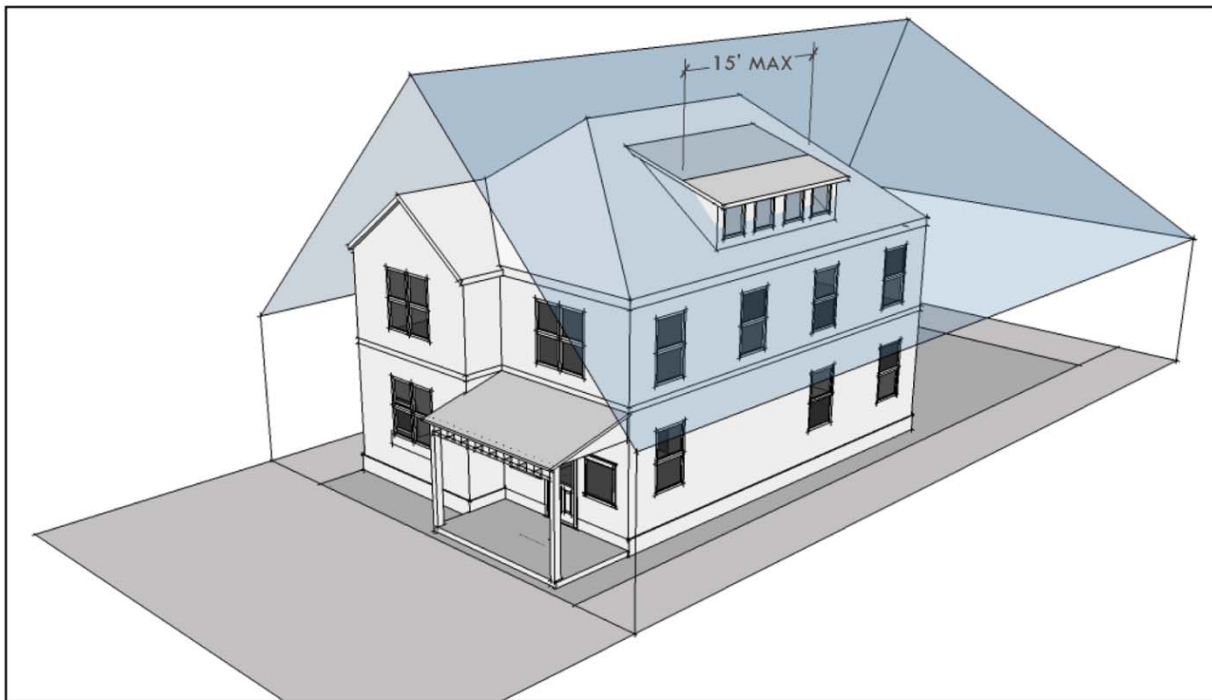
<sup>2</sup> To the extent any of the lots north of West Lakeshore Drive which also include ownership of property south of W. Lakeshore Drive to the mean high water mark of Lake Coeur d'Alene, that beach property is already subject to plat and ordinance restrictions which prohibit most structures. It is intended that this beach area not be considered in computing gross lot area for the purpose of complying with FAR, lot coverage or impervious surface requirements.





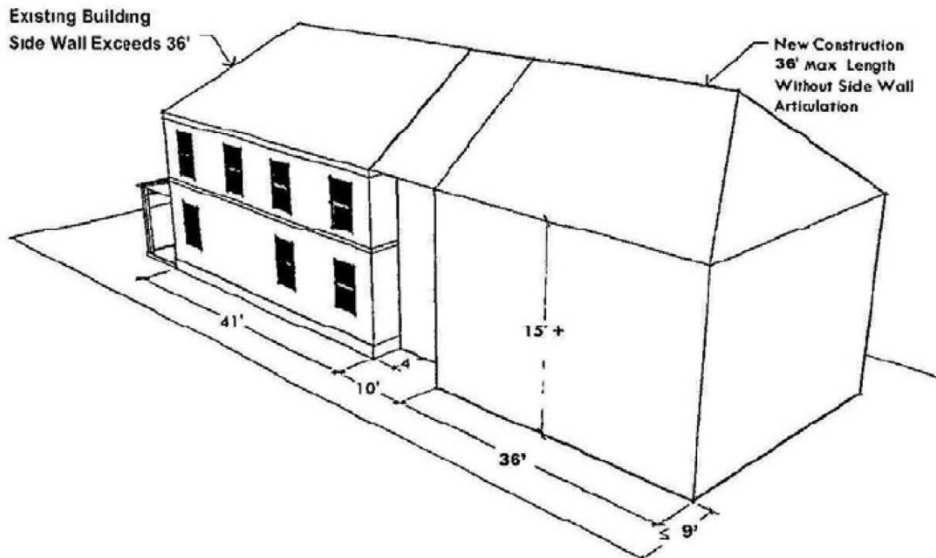
• **Figure 10: Buildable Area (Combination of Yard Setbacks, Maximum Height Limit, and Setback Planes)**

*The heavy blue line indicates the "tent" formed by the side and rear setback planes. The buildable area is the smallest area included within the front, side, and rear yard setbacks; maximum height limit; and the combined side and rear setback planes (shown here as the green area).*



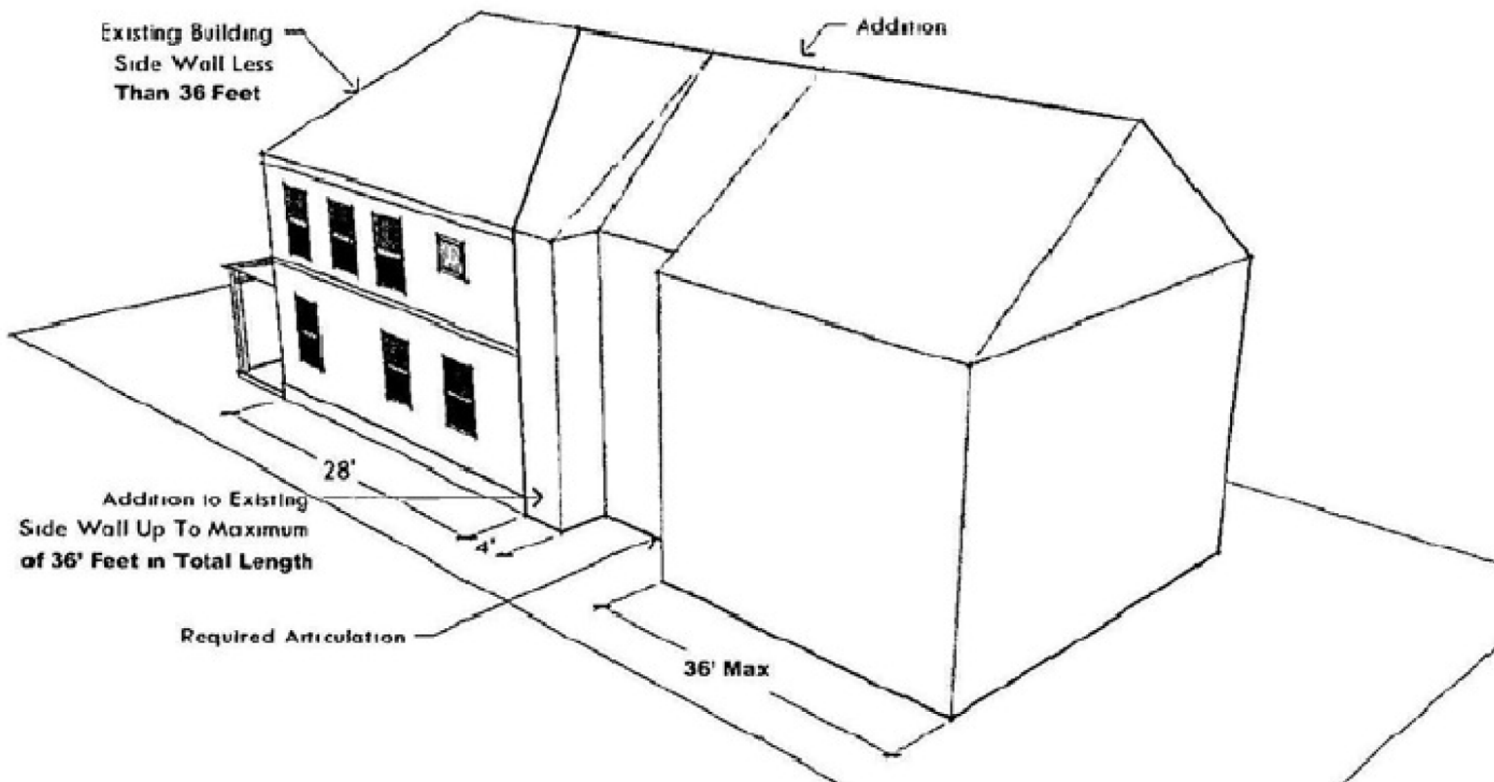
**Figure 16: Dormer Exception (Gable or Shed)**

*One or more dormers with a combined width of 15 feet or less on each side of the roof may extend beyond the setback plane. The width of the dormer is measured at the point that it intersects the setback plane.*



- **Figure 18: Side Wall Articulation (Existing Side Wall Exceeds 36 Feet)**

*Articulation is required for side walls on additions or new construction that are 15 feet or taller and located within 9 feet of the side lot line. No wall may extend for more than 36 feet without a projection or recession of at least 4 feet in depth and 10 feet in length.*



- **Figure 19: Side Wall Articulation (Existing Side Wall Less Than or Equal to 36 feet)**

*An addition to an existing building may extend a side wall up to a maximum of 36' in total length without articulation.*



## **Public Works STAFF REPORT**

**DATE:** October 24, 2014  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** **2016- 2017 SNOW PLAN**

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### **DECISION POINT:**

Staff requests Council approval of the 2016- 2017 Snow Plan.

### **HISTORY/BACKGROUND:**

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2016- 2017 Snow Plan summary will be made available at the Council Mail Room, Coeur d'Alene Police and Fire Departments and at the Street Maintenance Department office.

### **FINANCIAL ANALYSIS:**

The proposed Snow Plan update is an annual "housekeeping" action that requires between 5 to 10 hours of staff time and printing costs of approximately \$150.00. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is one the department's means of educating the public on city snow removal policies.

### **PERFORMANCE ANALYSIS:**

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be continued out as routine operations this year. The overall objective is to continue to provide the citizens with "State of the Art" plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 38 hours.

Changes and reminders for the 2016- 2017 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.
- Added Assistant Superintendent or a designee

### **DECISION POINT/RECOMMENDATION:**

Staff requests Council approval of the 2016- 2017 Snow Plan.



### Highlights - Policy & Procedures:

- Snow is an Emergency Situation
- Plowing Operations: Start with 4-5" Snow on Road, or with 2" on Road and More Expected
- Plowing Accomplished by Priority:
  - ✓ Hospital Access
  - ✓ Major Arterials (e.g., NW Blvd., Ramsey, Appleway, 3<sup>rd</sup>, 4<sup>th</sup>)
  - ✓ Steep Hills & Curves (e.g., Cherry Hill, Fernan Hill, Armstrong, Tubbs)
  - ✓ 911 Center (Julia Avenue)
  - ✓ Major Collectors (e.g., 7<sup>th</sup>, 9<sup>th</sup>, 11<sup>th</sup>, Honeysuckle, Margaret, Thomas Lane ect...)
  - ✓ Bus Routes
  - ✓ Residential Streets & Cul-de-Sacs



### Highlights - Policy & Key Issues:

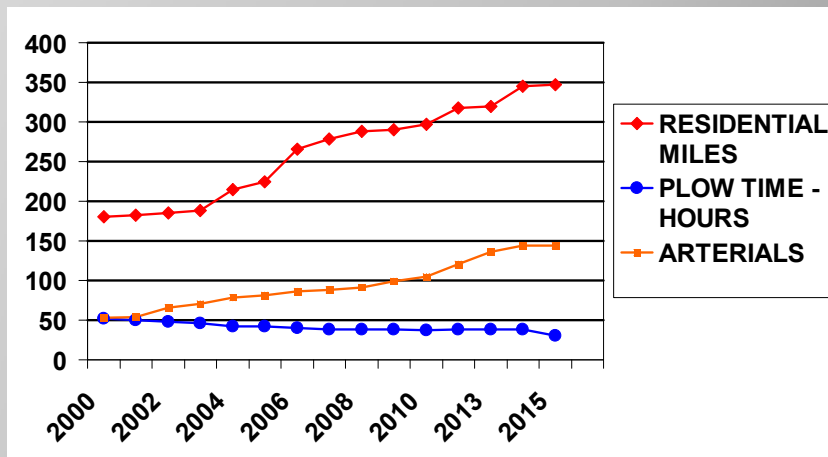
- Completion Goal for a Citywide Plowing for is 30 Hours. Down from 38 hours two (2) years ago
- Bare Pavement 24/7/365 is not the Goal
- Snow is not Plowed from Alleys
- Residents Encouraged to Keep Cars Off Streets after and during a Snowstorm
- Residents Must Clear Sidewalks



## Communication, Communication, Communication

### Highlights - Policy & Procedures:

- ✓ We Build Strong Relationships with Media:
  - Local TV Announcements & Interviews
  
- ✓ Website Includes Snow Plan Policy & Plowing Status, Updates to be provided on Facebook, twitter
  
- ✓ Local Channel 19
  
- ✓ Snow Plan Pamphlets Distributed Throughout City (Library, City Hall, Fire Stations, Police Station)
  
- ✓ "Snow Line" - Kept Current
  
- ✓ Human Contact and Immediate Response to many concerns
- ✓ Operator Critiques
- ✓ Process Improvement



Plowing Efficiency  
Teamwork and Continuous Improvement

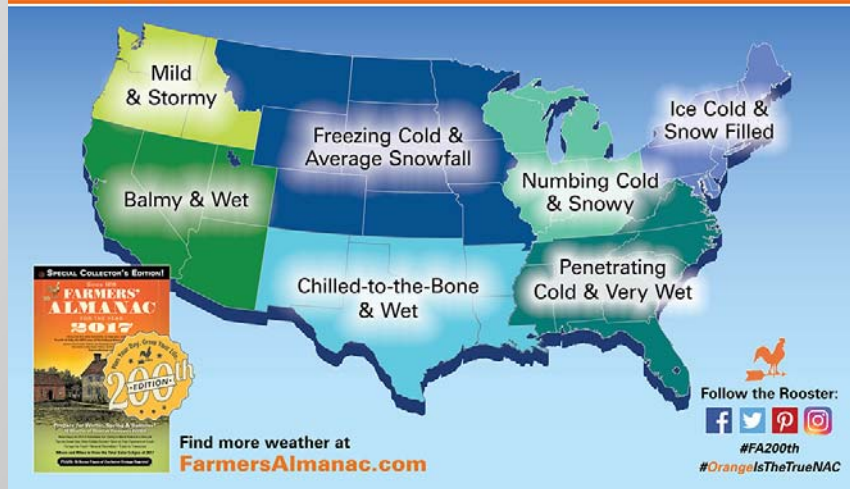


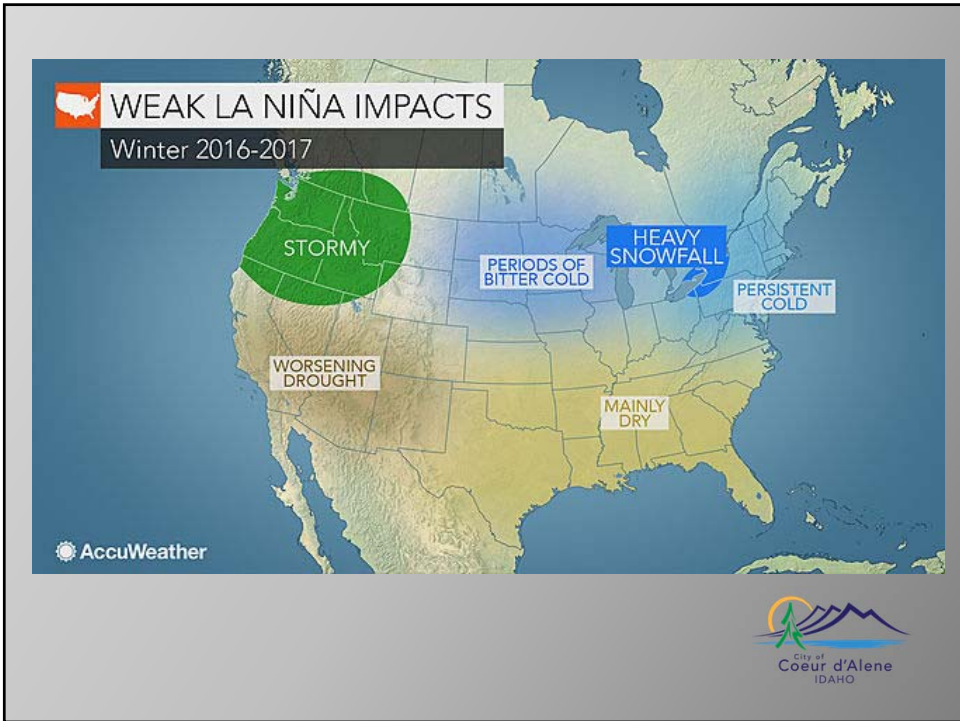
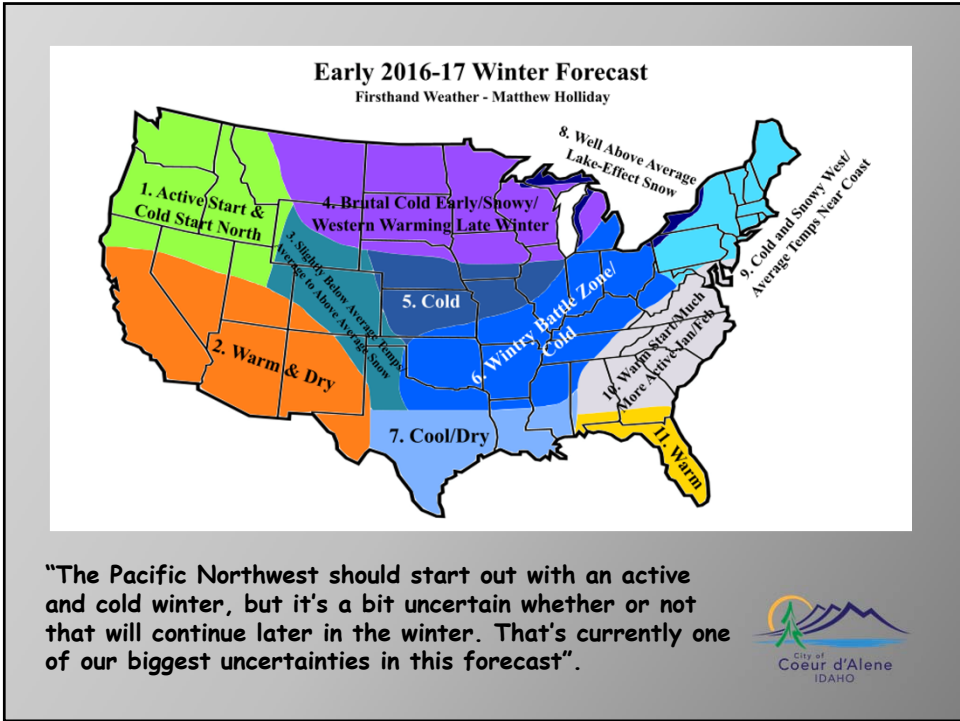
## What will Winter bring Us ?



**FARMERS' ALMANAC**  
Since 1818

## 2017 WINTER OUTLOOK







# CONSENT CALENDAR



MINUTES OF A CONTINUED MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD IN THE OLD COUNCIL CHAMBERS, CITY HALL

October 28, 2016

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council at the Coeur d'Alene City Library Community Room October 28, 2016 at 12:00 noon, there being present upon roll call the following members:

Steve Widmyer, Mayor

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

**Members of Executive Team Present:** Jim Hammond, City Administrator; Sam Taylor, Deputy City Administrator; Troy Tymesen, Finance Director; Randy Adams Deputy City Attorney; Bill Greenwood, Parks & Recreation Director; and Hilary Anderson, Community Planning Director.

**ignite cda BOARD MEMBERS PRESENT:** Scott Hoskins, Chairman, and Boardmembers Denny Davis, Mic Armon, Brad Jordan, and Alivia Metts. Legal Counsel Danielle Quade and Executive Director Tony Berns were also present.

**CALL TO ORDER:** Mayor Widmyer called the meeting to order.

Chairman Hoskins called the ignite cda meeting to order and conducted a silent roll call.

**WORKSHOP:** City Administrator Jim Hammond said that he hoped this meeting would serve as a method of open communication between the Council and ignite cda to aid in open discussion and input.

**LAKE DISTRICT (SUNSETS 2021)** – Executive Director Tony Berns reviewed the district boundary and provided an overview of the ignite cda-owned parcels. He reviewed the potential projects within the Lake District to include a parking facility located on the old federal building block (4<sup>th</sup> & CDA Avenue,) the North Idaho Collaborative Education Facility (Higher Education Campus), the Four Corner Master Plan – funding of additional plan elements, and a Midtown Modern Theater initiative.

Discussion ensued regarding a parking facility design to include a lower level entry based on existing grades and the need for parking based on the recent parking study and future needs. The property owned at 213 N. 4<sup>th</sup>, 308 Coeur d'Alene Avenue, and the City owned surface parking lot on Coeur d'Alene Avenue would serve as the land for the parking facility. Commissioner Jordon felt that 301 and 311 Lakeside Avenue would be surplus property and not needed for the

parking facility. Commissioner Armon clarified that the City and ignite cda would need to trade properties prior to the start of the parking facility construction, which could begin next year. Councilmember Gookin felt that this project would spur economic development. Chairman Hoskins noted that a two-story draft design contains approximately 180 stalls for two stories. Chairman Davis reminded the group that with the loss of existing surface parking, the net gain for the two-story design would be approximately 130 stalls. Mayor Widmyer felt that this project could turn the downtown into a multi-street downtown rather than one street. Commissioner Armon asked if the Council would want to go another level to gain more stalls. Councilmember McEvers felt it gets more expensive down the road, so they should work toward more stalls now. Commissioner Jordon asked how important the Council felt it would be to acquire other parcels abutting the project. Councilmember Miller explained that she felt it was very important as the land will not always be available and it allows for more design options. Councilmember Gookin felt it would allow for other points of egress and ingress. Mr. Hammond suggested that the agency bring the cost per stall information back to Council as, it is available, for a final determination on size and design.

Mr. Berns shared that the Agency has committed \$2.5 Million toward the North Idaho Collaborative Education Facility (Higher Education Campus) with the approximately \$9 Million project slated to start next year. Councilmember Gookin expressed concern with brick and mortar buildings as more and more classes are on-line. Additionally, he objects to tax increment funding going toward the project, as they are a non-tax paying entity.

Parks and Recreation Director Bill Greenwood explained that the elements within the Four Corners Master Plan have moved a bit and that he will be bringing the concept forward to ignite cda for a funding request soon. Mr. Hammond explained that the Master Plan submitted to BLM was to demonstrate potential use, but these alterations do not violate the terms that it must benefit education or outdoor recreation. Councilmember Evans clarified that the BLM will need to conduct a needs assessment/impact study on the proposed use, so future changes will cause additional work for BLM staff. Mr. Greenwood stated that the skateboard park foundation has been working on a conceptual design; however, the City needs the BLM Lease Agreement before they can break ground.

Mr. Berns reviewed the location of the proposed Midtown Modern Theater initiative. The intent is for ignite cda and The Housing Company to wait until the Modern Theater Company comes back with funding options for the \$12 Million project. Councilmember McEvers questioned if ignite cda should wait for this project or move forward based on the sunset of the district approaching. Commissioner Jordon explained that they had done a request for proposals for this parcel in the past but none could come up with a profitable proposal; however, they could do another request for proposals. Discussion ensued regarding selling the property and best use. Councilmember English stated that the timeline for the theater should be quicker and they should seek out a tax revenue project. Additional discussion ensued regarding neighborhood support, the pace of fundraising needed, and selling the property.

Mr. Berns discussed the following disposition of property prior to the 2021 Lake District sunset: Front Avenue (CDA Public Library property); Young Avenue Properties; North Park Drive

Properties; 301 and 311 Lakeside; 213 4<sup>th</sup> Street; 308 Coeur d'Alene Avenue; 813-821 and 823 N. 4<sup>th</sup> Street; 839 and 845 N. 4<sup>th</sup> Street; and BNSF Railroad right-of-way property.

Discussion ensued regarding land trades and concepts for use of the parcels from office space to housing. Councilmember Gookin felt that the lots along Park Drive could be sold as individual lots rather than developed as multi-family units. Commissioner Davis also noted that some citizens expressed interest in extending the property into parkland. Councilmember Miller expressed concern about the timing of the land swap between the City and ignite cda as a potential hold up to the project. Mr. Greenwood explained that this is a piece of the larger puzzle and the BLM Lease.

**RIVER DISTRICT (SUNSETS 2027)** – Mr. Berns reviewed the potential projects within the River District to include Seltice Way revitalization, KMPO City Link Transit Center, Mill River – Johnson Park expansion and Railroad right-of-way improvements, and a potential project area north of Seltice Way (YJ area).

Deputy City Administrator Sam Taylor noted that the Council recently discussed the Seltice Way revitalization and gave direction regarding the bike lanes. This is a main entrance/ gateway into the city and the current funding commitment by ignite cda is \$3.5 Million, with a current project estimate of \$4.5 Million. Mr. Hammond explained that the City is working with other property owners to participate in the costs. Mr. Berns noted that the agency has a partnership “placeholder” in the River District for a potential KMPO transit center, but they have not been recently approached for funding. Mr. Hammond noted that the County is conducting a study regarding a fare-for-service system and the need for the transit center. He noted that there are a couple Mill River projects including the Johnson Park expansion. Mr. Greenwood said that he has had a few conversations with the homeowner’s association and discussed the railroad property for parking and park expansion. Mayor Widmyer noted that the City should reach out to the homeowner’s association and begin discussions.

Mr. Hammond said that there is the potential for projects on the north side of Seltice Way and opened the meeting up for discussion. Mayor Widmyer noted that the property is within the County and would need to be annexed into the City. Discussion ensued about sewer opportunities drawing development into the city.

Mr. Berns reviewed the district boundary and its potential for expansion to include a portion of the old Atlas Mill property. He clarified that the district’s acreage can only be increased by 10% and that any expansion must be contiguous to existing district property. Mayor Widmyer thought that it would be interesting to explore what development could occur in the area. Local developer, Jeremy Voeller explained that they had presented a future mixed-used development project within the old Atlas Mill site and are looking to make some decisions within the next few months. Councilmember Miller noted that the community would like more access to waterfront and that would be more of a priority than the YJ property development. Discussion ensued regarding an urban renewal agency district expansion and benefits of assigning a revenue allocation area.

Councilmember Gookin noted that the Agency is providing funding to a project across the street from City Hall; “the old shady pines apartments,” and that the code allows urban renewal agencies to pay for relocation costs to those who live there currently and recommended the agency consider paying those costs.

Commissioner Armon explained that the Agency looks at each project proposal individually; however, with current market conditions projects do not always need to be funded. He asked the Council for more direction on how projects should be prioritized for funding. Councilmember McEvers felt that as the Agency plans for its Lake District closure he thinks they have to determine if the project really needs the help or if ignite cda really wants to do the project. Commissioner Armon clarified that in the Lake District they look at how quickly the project’s approved public improvements can be reimbursed. Councilmember Miller suggested that ignite cda and City Council begin having quarterly workshops to help guide the sun setting of the Lake District over the next four years. Mr. Hammond suggested the next meeting be held after the parking garage costs are known.

Motion by Davis, seconded by Armon to adjourn the ignite cda portion of the meeting. **Motion carried.**

**ADJOURN:** Motion by Gookin, seconded by Miller that there being no further business, this meeting of the City Council is adjourned. **Motion carried.**

The meeting adjourned at 1:54p.m.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

November 1, 2016

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 November 1, 2016 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

**CALL TO ORDER:** Mayor Widmyer called the meeting to order.

**INVOCATION:** Pastor Stuart Bryan with Trinity Church provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the pledge of allegiance.

**GREAT STREETS DESIGNATION FOR SHERMAN AVENUE PRESENTATION:**

Mike Ray, Region 2 Representative for the Idaho Chapter of the American Planning Association, recognized the City of Coeur d'Alene for the Sherman Avenue downtown area for the "Great Public Street" category. The American Planning Association runs a "Great Places in America" campaign each year. There were two designees in the great streets category in Idaho this year including Coeur d'Alene and Ketchum, Idaho. He presented a certificate of the designation to the entire Council and the Downtown Association.

**CONSENT CALENDAR:** **Motion** by McEvers, second by English to approve the consent calendar.

1. Approval of Council Minutes for the October 18, 2016 Council Meetings.
2. Approval of Bills as Submitted.
3. Approval of Minutes for the General Services and Public Works Committee Meetings held October 24, 2016.
4. Setting of General Services and Public Works Committees meetings for November 7, 2016 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of a Beer and Wine License transfer from the Garnet Café to Vita Fortunata, LLC., 315 W. Walnut Avenue; Jessica Stephens; and Ryan Foti
6. **Resolution No. 16-057** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE

INCLUDING AUTHORIZING THE PURCHASE OF SIX (6) POLICE PATROL VEHICLES; AUTHORIZING THE POLICE DEPARTMENT TO APPLY FOR A 2016 EDWARD BYRNE JUSTICE ASSISTANCE GRANT; APPROVAL OF AN AGREEMENT WITH 418 EAST LAKESIDE LLC TO ALLOW EXISTING WINDOWS ON WEST SIDE OF BUILDING TO REMAIN IN PLACE PENDING FUTURE DEVELOPMENT OF NEIGHBORING PROPERTY; AND APPROVAL OF AN ENCROACHMENT AGREEMENT WITH 418 EAST LAKESIDE LLC FOR A PERMANENT HANDICAP RAMP PARTIALLY WITHIN THE CITY'S RIGHT-OF-WAY ON 5TH STREET.

**DISCUSSION:** Councilmember Gookin expressed concern that a couple items placed on the Consent Calendar are not routine matters, such as the purchase of six patrol cars from money saved in one fiscal year being spent in another fiscal year, and the justice grant. He believes these type of items should be discussion items on the agenda.

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

#### **PUBLIC COMMENTS:**

David Lyons, Coeur d'Alene, noted that at the recent workshop between the Council and ignite, they failed to discuss the financial condition of the districts although it was on the agenda. He noted that the year-end financials for ignite are available on their web site. He reviewed the information specifically for the River District beginning in 2016. He noted that most of the projects that the city is interested in are within the Lake District and money remaining in the River District, estimated to be \$4 million cannot be used within the Lake District. He asked Council to consider closing the River District early.

Arthur Cottrell, Coeur d'Alene, presented the 1940's speech by Charlie Chaplin "Message for all of Humanity."

#### **COUNCIL ANNOUNCEMENTS:**

Councilmember Gookin mentioned that Leaf Feast has begun and citizens can now rake leaves into the street, approximately 1 foot from the curb, and not to the center of the street. Visit the City's website at <http://www.cdaid.org/608/departments/streets/leafpickup> for additional information.

#### **RESOLUTION NO. 16-058**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., WHICH AMENDS A PRIOR PROFESSIONAL SERVICES AGREEMENT TO INCLUDE ADDITIONAL PROFESSIONAL SERVICES FOR A CITY-COUNTY SHARED PARKING LOT: FINAL DESIGN, BID, AND CPS.

**STAFF REPORT:** Parks and Recreation Director Bill Greenwood noted that the council approved a Memorandum of Understanding with the County on October 4, 2016. Within that agreement, the County agreed to give the City of Coeur d'Alene \$1,323,000 to build this parking lot with a completion date of November 30, 2017. As such, staff is recommending the city move forward with Welch /Comer as they are very familiar with this corridor and they have provided the Preliminary Engineers Report to the County for the shared parking lot. They are also the firm providing services for the City's Mullan Road project, so it makes fiscal sense to amend their current service agreement with the City for the construction of the shared parking lot.

**DISCUSSION:** Councilmember Gookin asked if this would come back to the City Council for consideration in the future. Mr. Greenwood stated that when a contractor was selected, he would bring this back to Council. Councilmember Gookin asked how the City would account for the money coming in from the County. Mr. Tymesen confirmed it would be through a budget amendment. Mr. Greenwood noted that there is funding for contingencies if there are any change orders.

**MOTION:** Motion by Edinger, seconded by English to approve **Resolution No. 16-058**, Amended Professional Service Agreement with Welch Comer & Associates for City/County Parking shared parking lot, final design, and construction phase services.

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

### **RESOLUTION NO. 16-059**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A GRANT DEED FOR AN EASEMENT FOR A WATER MAIN AND APPURTENANCES, AND APPROVING AN AGREEMENT FOR WATER HOOK-UPS FOR TWO PARCELS ABUTTING THE WATER MAIN.

**STAFF REPORT:** Water Superintendent Terry Pickel explained that the previous water system provider, Idaho Water Company, extended water mains outside the existing city limits. Such is the case with a 12" water main crossing the Margaret W. Reed Foundation property located along Geisa Rd. on Fernan Hill. He noted that there was an easement granted for the property on the west side of the road; however, Idaho Water installed a portion of the 12" water main on the eastern two parcels along the road without an easement. The Reed Foundation wishes to sell the property and requested two service connections in exchange for the granting of the public utility easement necessary to keep approximately 500 feet of the water main in its current location. Mr. Pickel noted the costs associated with potentially having to move the mains, which would be at a substantial cost versus the granting of water service. The proposed public utility easement agreement with the Margaret W. Reed Foundation will allow the Water Department to legally access, maintain, and eventually replace the existing 12" water main along that part of Geisa Rd. crossing the Reed parcels. This will clean up a 56-year old error on the part of Idaho Water.

**DISCUSSION:** Councilmember McEvers asked for clarity regarding current water rights and if there are fire hydrants along the line. Mr. Pickel clarified that these two parcels do not have a current water service and there are fire hydrants along the line. He felt that this negotiation was good for the City to get the needed easements so future owners cannot move the line.

Councilmember Gookin asked for clarity regarding prescriptive easements and if the City would be entitled to one. City Attorney Mike Gridley explained that a prescriptive easement is one that is due to the existence of the encroachment that has been there so long it is deemed to have one by law; however, the City government may not be eligible for such easements. He clarified that this negotiation is a simple way to cleaned up missing easements. Councilmember McEvers expressed concern about providing water outside the city limits without requiring annexation; however, he understands the uniqueness of this one circumstance.

**MOTION:** Motion by Gookin, seconded by Evans to approve **Resolution No. 16-059**, Approval of Grant Deed for Water Main Easement and an Agreement for Water Hook-Ups to Provide Water Service – Margaret W. Reed Foundation.

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

#### **RESOLUTION NO. 16-060**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING CONDEMNATION PROCEEDINGS.**

**STAFF REPORT:** City Attorney Mike Gridley requested that Council authorize the City Attorney to commence condemnation proceedings regarding real property owned by Silver Lake Mall LLC to acquire right-of-way for next year's Government Way Project. Silver Lake Mall LLC owns the Silver Lake Mall. Negotiations have occurred between Silver Lake Mall LLC and the City for the acquisition of property bordering Government Way, which property is required for right-of-way purposes in connection with the Government Way Project. Silver Lake Mall LLC and the City have agreed on the property to be acquired and upon the reasonable price for that property. Silver Lake Mall LLC had also entered into an agreement to sell the Mall and anticipated that the acquisition of property by the City would occur at approximately the same time as the sale. However, the sale of the Mall has fallen through. As a result, Silver Lake Mall LLC has to obtain the approval of holders of liens secured by the Silver Lake Mall property in order to complete the transaction with the City. One or more of the lien holders are European banks and the process to obtain lien releases has become complicated. Although Silver Lake Mall LLC and City staff believes that the transaction with the City will be finalized eventually, the delay could affect the scheduled project, the groundbreaking of which is anticipated to be in the spring of 2017. In order to keep the project moving forward, the city's engineer, Welch Comer, and the Idaho Transportation Department, have suggested that the City obtain a Conditional Right-of-Way Certificate from the Federal Highway Administration (FHWA). It has further been recommended that the City authorize the commencement of condemnation proceedings for the Silver Lake Mall property to enhance the likelihood that a Conditional Right-of-Way Certificate will be granted. The authorization of a condemnation action will enhance the



likelihood that the FHWA will grant a Conditional Right-of-Way Certificate that will allow the Project to proceed as scheduled.

**DISCUSSION:** Councilmember McEvers questioned if this is really a friendly condemnation. Mr. Gridley confirmed that this will be friendly and aids the movement forward with international lenders, as the parties are amenable to the action. Councilmember English asked if this is this same as eminent domain. Mr. Gridley confirmed that it was and that if the parties did not agree the City would have the right to take the property and provide Silver Lake Mall Properties compensation for the taking. Councilmember Gookin asked if there was any documentation from the owner stating they are agreeable. Mr. Gridley noted that there were emails and phone calls with their lawyer in New York. He clarified that in order to ensure federal funding, the City must provide notice that it has acquired all needed right-of-way property and the notice of condemnation will serve as acquisition of this property. Councilmember English said that he was uncomfortable with eminent domain and wondered what the effect would be to the project if the Council said no. Mr. Gridley explained that the owners of the property would have to negotiate a release from all the lenders and noted that this is the only property holding up the federal funding. He reiterated that the property owner has agreed to this proposal. Councilmember Gookin said that he was uncomfortable with government taking property. Without more solid evidence of support from the parities, he will vote no vote for this motion.

**MOTION:** Motion by McEvers, seconded by English to approve **Resolution No. 16-060**, Authorizing Institution of Condemnation Proceedings to Acquire Right-of-Way from Rouse Properties for the Government Way Project.

**ROLL CALL:** Gookin No; Evans Aye; English Aye; Edinger Aye; Miller Aye; McEvers Aye.  
**Motion Carried**

#### **RESOLUTION NO. 16-061**

**A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A FACILITY UTILIZATION AGREEMENT FOR THERAPEUTIC POOL USE WITH KOOTENAI HEALTH, DEPARTMENT OF REHABILITATION SERVICES, EFFECTIVE OCTOBER 1, 2016, THROUGH OCTOBER 31, 2018.**

**STAFF REPORT:** Mr. Greenwood explained that for the past thirteen years the City of Coeur d'Alene has leased the Terrill Aquatic Center pool to teach children's swim lessons. In the last five years, the City has taught six-week lessons year round for approximately 1,000 children. This is the only swim lessons the City offers. The City pays Kootenai Medical Center \$85.00 per rental day for use of the pool, and uses the pool Monday and Wednesday evenings for three hours per evening. The cost of the pool rental is included in the registration fees that are charged to the participants. The current registration fee is \$37.00, which is very reasonable cost.

**MOTION:** Motion by Evans, seconded by McEvers to approve **Resolution No. 16-061**, Approving the Agreement for Therapeutic Pool Use between City of Coeur d'Alene Recreation Department and Kootenai Health Rehabilitation Services Department.

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

**MOTION:** Motion by Gookin, seconded by McEvers to enter into Executive Session pursuant to Idaho Code 74-206 Section (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent.

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

The City Council entered into Executive Session at 6:51p.m. Those present were the Mayor, City Council, City Administrator, Human Resource Director, Police Chief, and City Attorney. Council returned to regular session at 7:08 p.m.

**ADJOURNMENT: Motion** by Gookin, seconded by McEvers that there being no other business this meeting be adjourned. **Motion carried.**

The meeting adjourned at 7:10 p.m.

ATTEST:

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Renata McLeod, CMC, City Clerk

November 7, 2016  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson  
Council Member Kiki Miller  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Kenny Gabriel, Fire Chief  
Renata McLeod, Municipal Services Director  
Kathy Lewis, Deputy City Clerk  
Randy Adams, Chief Civil Deputy City Attorney  
Sam Taylor, Deputy City Administrator  
Troy Tymesen, Finance Director  
Don Keil, Assistant Superintendent

**Item 1. Memorandum of Understanding with Kootenai County Emergency Medical Services System (KCEMSS) FOR Mass Casualty Response Vehicle.**  
**(Resolution No. 16-063)**

Chief Gabriel is asking for Council approval to enter into a Memorandum of Understanding (MOU) with KCEMSS for the use of a mass casualty response vehicle. Chief Gabriel noted in his staff report that several years ago the Fire Department placed into service a 1999 mass casualty truck vehicle that was capable of carrying enough equipment to mitigate a large scale medical or terrorist incident. The FD saw a need for this type of specialized piece of equipment due to a number of circumstances to include the many special events our City hosts, being on the I-90 and Highway 95 corridor, and our inclement weather. The majority of the equipment on the apparatus was acquired by grants through Panhandle Health and the Bureau of Homeland Security. When the FD began looking at the general obligation bond, one of the items under the capital improvement plan was this 1999 mass casualty truck. About a year and a half ago he and Mr. Tymesen met with folks from KCEMSS and they asked the City not to purchase a new truck because they had the funds to do so. Chief Gabriel noted that the truck should arrive in the next couple of weeks. The FD will get the truck for no initial cost. KCEMSS will own the vehicle and will be responsible for any major repairs and insurance. The FD will be responsible for fuel and routine maintenance. The cost to replace the vehicle was budgeted at \$250,000. This specialized piece of equipment gives the FD the ability to have a mini-on scene hospital. We will have the capability to treat up to forty five patients and quickly prepare them for transport to care facilities. With the majority of the equipment coming from grants and KCEMSS it is an economical method to mitigate a mass casualty incident. This piece of equipment will be part of our Technical Rescue Deployment plan as well as be available to all our mutual aid departments.

Troy Tymesen added that this is a phenomenal partnership. Coeur d'Alene is one of the 3 large agencies that helps drive income into KCEMSS. This partnership has been in existence for approximates 16 years and it continues to grow. KCEMSS is one of the best run organizations, for the delivery of this type of services, in our state.

Council Member Miller pointed out that there is not an MOU in the packet and asked if the MOU would come back to committee for review. Chief Gabriel apologized for that oversight and provided the Committee a copy of the MOU for review. He noted that the MOU is finalized and will be in the City Council packet on November 15<sup>th</sup>.

Council Member Evans asked where the vehicle will be stored. Chief Gabriel said it will be stored at Station 2 and will be available 24/7 to anyone they have a mutual aid agreement with. It is also available to the Technical Rescue Team. If Coeur d'Alene Fire is deployed to McCall, Idaho, the vehicle will go as well.

**MOTION: by Miller, seconded by Evans, to recommend that Council adopt Resolution No. 16-063 approving an MOU with KCEMSS for the use of a mass casualty response vehicle. Motion Carried.**

**Item 2. Food Court and Mobile Vendor Regulations.  
(Council Bill No's. 16-1023 & 16-1024)**

Renata McLeod is asking for Council approval of the mobile vendor and food court codes and amendments related existing city codes. Mrs. McLeod noted in her staff report that on February 24, 2014 the General Services Committee directed staff to create regulations regarding mobile sales on private property. This recommendation was based on public safety concerns including fire, traffic, stormwater, and grey water disposal. Staff held a stakeholder meeting on October 1, 2014 and a draft of proposed regulations was provided to the stakeholders via email on August 7, 2015 with 6 responses received. Staff presented draft codes related to mobile vendors at the May 17, 2016 City Council meeting. During that presentation staff noted that there had been a request for a project review for a permanent food court development. Council tabled the discussion to the June 7, 2016 meeting, in order for staff to learn more about the food court development. At the June 7, 2016 meeting staff presented food court regulations that would currently apply and requested more time to complete code development. Staff is now ready to provide the full code amendment package needed to clarify the mobile food and food court codes throughout the Municipal Code. Staff provided the draft code to the stakeholder group and posted it to the city web-site, seeking public input from July 6, 2016 to July 22, 2016. No comments were received. Staff will need to bring the fee schedule back for Council through a public hearing but will be recommending the following based on staff hours need to review the permits/Licenses.

Mobile Vendor Permit:	\$230.00 first year or at new location
Mobile Vendor Annual Renewal at same site:	\$50.00
Food Court License:	\$100.00 first year
Food Court License Annual Renewal:	\$50.00

Council Member Evans asked about food court restrooms to be located within 500 feet, are those porta-potties? Mrs. McLeod said they have the porta-potty permits that are for a maximum of 180 days. However, if it is a permanent food court, it comes in under the building code, and they would be required to have permanent restroom facilities.

Council Member Miller asked how the proposed code addresses vendors selling frozen seafood out of their truck? Mrs. McLeod said if are at a site for one day a week they would fall under the mobile vendor code and would need to come in for a permit for that one day. If it's like the Schwan man, that goes into neighborhoods, they are treated like the ice cream truck sales. They are required to obtain a permit as well as a background check.

Council Member Miller asked how the amendments affect the current contracts the City has with vendors at the City Park, Harbor House, etc. Mrs. McLeod said if a vendor is in a solid-built building, that is still a general

lease with our Parks Department. If it's like a Shaved Hawaiian Ice vendor, wanting to set up at City Park, then they fall under the mobile vendor requirements but they still enter into a lease with the Parks Department for that location. This does not, however, open it up as though anyone can get a permit and set up wherever they want at City Park.

Council Member Miller asked for clarification of Section 5.75.030. It talks about mobile vendor in public right of way if attached to a restaurant they are in front of. Mrs. McLeod said she believes that was taking some of our existing code and integrating in some of our new philosophy and wanted to clarify that this does not prohibit the current restaurants from getting outdoor eating encroachment permits and having seating on our public sidewalks. Because, under the public section, we have said no vending on public sidewalks. Randy Adams, Chief Deputy City Attorney concurred with Mrs. McLeod's interpretation. Kathy Lewis also noted that the restaurant outdoor seating regulations include special conditions as outlined in the Outdoor Sidewalk Policy.

Council Member Miller commended staff for all the work they have put into this. She noted that she really wants to ensure we are protecting our business community, the brick and mortar restaurants, as well as encouraging these entrepreneurs and different services. She wants these codes to be fair to both sides and doesn't want some codes contradicting other codes.

Council Member Miller asked what is the plan for informing and enforcing these new regulations. Mrs. McLeod said as with most of our codes we work with Code Enforcement to provide warnings and packets of information before citing them for violations.

Council Member Edinger asked if the vendors knew this would be discussed here today. Mrs. McLeod said yes. She said she dealt with one call from a vendor this morning and believes their questions and concerns were addressed. Council Member Edinger asked if the vendors are in support of this. Mrs. McLeod said as much as they can be. She believes some of them still feel they should not be regulated but the majority feel the City has worked well with them and heard their concerns and the City has bent where they could. However, there are some things that must be enforced, such as fire, building, trash, etc. codes.

Council Member Evans thanked staff for sending out the additional information, food safety sheet, and the project review process. She believes that will be very helpful to let them know the City's expectation and what they need to do.

Council Member Edinger requested Mrs. McLeod have a notice put in the Coeur d'Alene Press notifying the public that this item will be heard and the next City Council meeting.

**This item is forwarded to the full City Council for consideration without a recommendation by the General Services Committee.**

The meeting adjourned at 12:25 p.m.  
Respectfully submitted,

Juanita Knight  
Recording Secretary

DATE: NOVEMBER 9, 2016  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 20, 2016

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Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-5-16	A proposed 2.78 ac. annexation from County Agricultural to City R-3 (Residential at 3 units/acre) Applicant: Michael Kobold Location: 1820 W. Prairie	Approve	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **DECEMBER 20, 2016**

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 15, 2016  
**FROM:** Michael C. Gridley, City Attorney  
**SUBJECT:** 816 Sherman Lease Amendment

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**DECISION POINT:**

Whether the City should amend the lease agreement for 816 Sherman to extend the term for 6 months.

**HISTORY:**

The current lease agreement expires on November 30, 2016 for the building occupied by the Legal department. Legal moved into this building in 2002 when the University of Idaho moved into Harbor Center.

**FINANCIAL ANALYSIS:**

The current rent is \$2,400 per month and will increase to \$2,500 for the 6 month extension.

**PERFORMANCE ANALYSIS:**

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

**DECISION POINT/RECOMMENDATION:**

The Legal Department recommends that Council approve the 6 month extension of the 816 Sherman lease agreement with Commercial Property Management, LLC.

RESOLUTION NO. 16-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A SIX (6) MONTH LEASE RENEWAL WITH COMMERCIAL PROPERTY MANAGEMENT, LLC, FOR OFFICE SPACE AT 816 SHERMAN FOR THE LEGAL DEPARTMENT.

WHEREAS, the City Attorney of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene approve a six (6) month lease renewal with Commercial Property Management, LLC, pursuant to terms and conditions set forth in a lease agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City approve a six (6) month lease renewal with Commercial Property Management, LLC, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said lease agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk



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

ROLL CALL:

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

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

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

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

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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



# Commercial Property Management, LLC

October 21, 2016

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

Dear Mike:

This letter will serve as an Amendment to your Lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5 Coeur d'Alene, Idaho 83814. Your lease will be extended for 6 months starting December 1, 2016 and ending May 31, 2017.

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

The Premises: The Lessor hereby Leases unto Lessee the Premises known as 816 Sherman Avenue, Suites 3, 4, & 5 and basement, Coeur d'Alene, Idaho 83814.

Rent: \$2,500.00 per month

Please sign the acknowledgement below, and return to our office. Please contact me at 208/665-6473 or 208/640-9470, if you have any questions.

Sincerely,  
Commercial Property Management LLC

City of Coeur d'Alene (Mayor)

Jim Koon  
Manager  
(208) 665-6473 or (208) 640-9470

By: \_\_\_\_\_

Steve Widmyer

Date: \_\_\_\_\_

Attest by City Clerk

By: \_\_\_\_\_

Renata McLeod

Date: \_\_\_\_\_

Magnuson Properties Partnership (Owner)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**P.O. Box 3145  
Coeur d'Alene, Idaho 83816  
Office: (208) 665-6473 • Fax (866) 293-6729**

# ANNOUNCEMENTS

# Memo to Council

DATE: 11/3/16

RE: Appointments to Boards/Commissions/Committees

The following appointments are presented for your consideration for the November 15 Council Meeting:

PATRICK MURRAY	PARKING COMMISSION (representing NIC)
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JAMES CHAPKIS	PARKING COMMISSION
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Copies of the data sheets have been placed by your mailboxes.

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Sam Taylor, Parking Commission Liaison

**GENERAL SERVICES COMMITTEE**

## GENERAL SERVICES COMMITTEE

Date: November 1, 2016

From: Kenny Gabriel, Fire Chief

Re: MOU with Kootenai County emergency Medical Services System (KCEMSS) for Mass Casualty Response Vehicle

---

**DECISION POINT:** Should the City Council enter into an MOU with KCEMSS for the use of a mass casualty response vehicle.

**HISTORY:** Several years ago the Fire Department placed into service a vehicle that was capable of carrying enough equipment to mitigate a large scale medical or terrorist incident. We saw a need for this type of specialized piece of equipment due to a number of circumstances to include the many events our City hosts, being on the I-90, and Highway 95 corridor, our inclement weather as well as our being a target in the past for domestic terrorism. The majority of the equipment on the apparatus was acquired by grants through Panhandle Health and the Bureau of Homeland Security.

**FINANCIAL ANALYSIS:** We will get the truck for no initial cost. KCEMSS will own the vehicle and will be responsible for any major repairs and insurance. We will be responsible for fuel and routine maintenance. The cost to replace the vehicle was budgeted at \$250,000.

**PERFORMANCE ANALYSIS:** This specialized piece of equipment gives us the ability to have a mini-on scene hospital. We will have the capability to treat up to forty five patients and quickly prepare them for transport to care facilities. With the majority of the equipment coming from grants and KCEMSS it is an economical method to mitigate a mass casualty incident. This piece of equipment will be part of our Technical Rescue Deployment plan as well as be available to all our mutual aid Departments.

**DECISION POINT/RECOMMENDATION:** For Council to approve the concept of entering into an MOU with KCEMSS for the use of a mass casualty response vehicle.

RESOLUTION NO. 16-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES TEAM (KCEMSS) FOR USE AND EXPENSES OF A MASS CASUALTY RESPONSE VEHICLE.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Memorandum of Understanding with KCEMSS, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into Memorandum of Understanding with KCEMSS, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference, with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 15<sup>th</sup> day of November, 2016.

---

Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

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

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

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

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

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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



**MEMORANDUM OF UNDERSTANDING**  
Between  
**KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM**  
and  
**THE CITY OF COEUR D'ALENE**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is hereby entered into by and between KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (hereinafter "KCEMSS"), a political subdivision of the State of Idaho, and the CITY OF COEUR D ALENE (hereinafter "City"), a political subdivision of the State of Idaho.

**I. PURPOSE -** The purpose of this MOU is to set forth the parties' responsibilities and costs to acquire and maintain a Mass Causality Incident vehicle (MCI).

**II. RESPONSIBILITIES –**

a. KCEMSS shall:

- i. Negotiate for, purchase, and take possession of the vehicle.
- ii. Own and insure the vehicle.
- iii. Be responsible for the cost of tires, and any repairs and/or maintenance greater than \$800.00 per fiscal year.

b. The City shall:

- i. Conduct normal maintenance on the vehicle including oil changes and lubes, wipers, air filters, etc., not to exceed the sum of \$800.00 per year. The City has the final say as to when and what normal maintenance is to be completed.
- ii. Create and log a maintenance schedule.
- iii. House the vehicle in a covered building at no cost to KCEMSS.

**III. TERM AND TERMINATION –**

- a. This MOU will become effective on the date of the last signature below and shall remain in effect through September 30, 2017, unless terminated earlier by either party in accordance with the provisions of this MOU.
- b. If this MOU has not been terminated prior to the end of the initial term, it will automatically renew for one year.
- c. Either party may terminate this MOU, with or without cause, with thirty (30) days' written notice to the other party.

**IV. GENERAL PROVISIONS – The parties agree that:**

- a. If circumstances change, operational difficulties arise, or misunderstandings develop, the parties will meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
- b. Amendments to this MOU may be made only by mutual written agreement, signed and dated by both parties.
- c. Each party is liable for any and all claims, damages, or suits arising from the acts, omissions, or negligence of its officers, agents, and employees.
- d. This MOU shall in no way restrict either KCEMSS or the City from participating in similar activities with other public or private agencies, organizations, and individuals, involving other vehicles.
- e. KCEMSS and the City may use the MCI vehicle in the ordinary course and scope of its business without first obtaining the permission of the other. In the event that a conflict arises in the use of the vehicle, the Chiefs of the respective entities, or their designees, shall jointly agree on the priority of use.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this \_\_\_\_\_ day of November, 2016.

**KCEMSS**

Tracy Abrahamson

\_\_\_\_\_  
Chairman McEvers

By: \_\_\_\_\_  
Secretary/Treasurer

DATED this 15<sup>th</sup> day of November, 2016.

**CITY OF COEUR D’ALENE**

**ATTEST:**

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Renata McLeod, City Clerk

OTHER BUSINESS

## MEMORANDUM

DATE: NOVEMBER 6, 2016

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: FOOD COURT AND MOBILE VENDOR REGULATIONS

---

**DECISION POINT:** To recommend approval of the mobile vendor and food court codes and amendments to related existing city codes.

**HISTORY:** On February 24, 2014 the General Services Committee directed staff to create regulations regarding mobile sales on private property. This recommendation was based on public safety concerns including fire, traffic, stormwater, and grey water disposal. Staff held a stakeholder meeting on October 1, 2014 and a draft of proposed regulations was provided to the stakeholders via email on August 7, 2015 with 6 responses received. Staff presented draft codes related to mobile vendors to the May 17, 2016 City Council meeting. During that presentation staff noted that there had been a request for a project review for a permanent food court development. Council tabled the discussion to the June 7, 2016 meeting, in order for staff to learn more about the food court development. At the June 7, 2016 meeting staff presented food court regulations that would currently apply and requested more time to complete code development.

Staff is now ready to provide the full code amendment package needed to clarify the mobile food and food court codes throughout the Municipal Code. Staff provided the draft code to the stakeholder group and posted it to the city web-site, seeking public input from July 6, 2016 to July 22, 2016. No comments were received.

**FINANCIAL ANALYSIS:** Staff will need to bring the fee schedule back for Council through a public hearing but will be recommending the following based on staff hours need to review the permits/Licenses.

Mobile Vendor Permit:	\$230.00 first year or at new location
Mobile Vendor Annual Renewal at same site:	\$50.00
Food Court License:	\$100.00 first year
Food Court License Annual Renewal:	\$50.00

**DECISION POINT:** To recommend approval of the mobile vendor codes and amendments to existing city codes.

**Provided to stakeholders with the proposed code on July 6, 2016, with draft code amendments.**

**PROPOSED FOOD COURT REGULATIONS AT A GLANCE:**

- Food Court = two or more concessions congregating on one property
- Regulations specific to property owner
  - Applicant must attend a project review and meet applicable requirements
  - May be located within commercial zone (C-17 by right and C-17L, LM, and M zones through a Special Use Permit)
  - 3 parking spaces per concession located in the court
  - Compliance with sign code standards
  - Restrooms to be located within 500 feet
  - Site plan required
  - Application for License required
  - Annual site inspection required

All activities associated with the Mobile Food Court must comply with the requirements of the City's Wastewater Utility, Water Department, Engineering Department, Fire Department, Planning Department, Street Department, and Panhandle Health District.

**PROPOSED MOBILE VENDORS CODE AT A GLANCE:**

*NOTE: The City has combined all existing codes regarding vendors on public property with the new code for private property.*

Four classes of permits will be issued:

- Mobile Food
- Mobile Food Cart
- Non-mobile food
- Mobile Retail

Regulations specific to units within a food court:

- Seller's Permit
- Trash containers
- Sign Code compliance
- Fire inspection
- Wastewater disposed through cleanout on site
- No additional seating (other than what is provided by the Food Court)

Regulations specific to units outside of a food court:

- Seller's Permit
- trash containers
- Sign Code compliance
- Fire inspection
- Wastewater disposed through cleanout on site
- No seating
- Located on non-residential private property

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 16-1023

AN ORDINANCE ADDING CHAPTER 5.75 TO THE CITY CODE, ENTITLED “CONCESSIONS,” TO REGULATE THE OPERATION, LOCATION, AND PERMITTING OF MOBILE FOOD CARTS, MOBILE FOOD CONCESSIONS, MOBILE RETAIL CONCESSIONS, AND NON-MOBILE CONCESSIONS; PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.05.030(B), 4.15.060, 4.15.080, 4.15.090, 4.30.030, 4.30.050(D), 5.44.050, AND 17.07.615(A); PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.30.010, 4.30.020, 4.30.040, AND CHAPTER 5.18; PROVIDING THAT CHAPTER 4.30 BE RE-TITLED “COMMERCIAL ACTIVITY ON PUBLIC PROPERTY”; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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

NOW, THEREFORE,

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

**SECTION 1.** *That a new chapter of the Coeur d'Alene Municipal Code, Chapter 5.75, is added as follows:*

**CHAPTER 5.75  
CONCESSIONS**

- 5.75.010: PURPOSE**
- 5.75.020: DEFINITIONS**
- 5.75.030: PERMITS; APPLICATIONS**
- 5.75.040: CONCESSIONS ON PRIVATE PROPERTY; STANDARDS**
- 5.75.050: CONCESSIONS ON PUBLIC PROPERTY; STANDARDS**
- 5.75.060: NON-MOBILE FOOD CONCESSIONS ON PUBLIC PROPERTY; STANDARDS**
- 5.75.070: FEES**
- 5.75.080: VIOLATIONS; PENALTIES**

**5.75.010: PURPOSE:**

The purpose of this Chapter is to preserve and protect the health, safety, and general welfare of persons and property in the City by regulating the operation, location, and permitting of Concessions.

**5.75.020: DEFINITIONS:**

- A. Commercial Activity. Any commercial display, enterprise, promotion, exhibit, or other activity offering goods, wares, merchandise, or services for sale or rent.
- B. Concession. Any establishment covered by this Chapter, and which offers products or services for sale or rent.
- C. Mobile Food Cart. A cart or like device from which food and beverages are sold, and which is designed to be propelled by human power alone.
- D. Mobile Food Concession. A service establishment offering food or beverages for sale for immediate consumption, prepared on- or off-site, and which is operated from a vehicle, mounted on a trailer that can be towed by a vehicle, or otherwise capable of being moved under its own power without significant disassembly.
- E. Mobile Food Court. A parcel of land where two or more Concessions selling food or beverage products congregate to engage in Commercial Activity.
- F. Mobile Retail Concession. An establishment displaying, selling, vending, hawking, or renting goods, wares, merchandise, or services, other than food and beverages, which is operated from a vehicle, mounted on a trailer that can be towed by a vehicle, or otherwise capable of being moved under its own power without significant disassembly, or propelled or otherwise moved by human power alone.
- G. Non-Mobile Concession. A temporary stand from which food, beverages, and/or agricultural products are sold, and which is not designed or intended to be moved from place to place without significant disassembly.
- H. Vendor. The owner of a Concession or the applicant for a permit under this Chapter.

**5.75.030: PERMITS; APPLICATIONS:**

- A. Permits Required.
  - 1. All Vendors must have, and display for public view, the proper City permit(s) when operating a Concession within the City limits.
  - 2. A current Panhandle Health Department permit shall be continuously displayed in a conspicuous place on each Mobile Food Concession, Mobile Food Cart, and Non-Mobile Concession which sells food and/or beverages, as may be required by Panhandle Health Department rules and regulations.
  - 3. A separate application and permit shall be required for each individual Concession operated by a Vendor.

4. A Vendor shall not be required to obtain an individual permit under this Chapter if the Concession is included as part of a special event which has a City permit covering Concessions. This exception to the permit requirement shall apply only for the duration and at the location of the special event.

5. A Vendor shall not be required to obtain a permit under this Chapter for a limited-duration private special event for which the Vendor has been invited or hired to cater a family or neighborhood party, or other similar event. Provided: the Vendor shall not remain at the location for longer than the duration of the event.

6. Permits are nontransferable and non-assignable.

7. Unless otherwise endorsed on the permit, a permit is valid for the calendar year in which it is issued and shall expire on December 31.

**B. Classes of Permits.**

1. Class A - Mobile Food Concession.

2. Class B - Mobile Food Cart

3. Class C - Non-Mobile Concession

4. Class D - Mobile Retail Concession.

**C. Application; Grant and Denial of Permits.**

1. Prior to operating a Concession, a Vendor shall complete an application on a form provided by the City and file it with the City Clerk. The application shall include the following:

a. If the Vendor is an individual: his/her legal name, date of birth, telephone number, and address. If the Vendor is a partnership: the legal name of the partnership and any DBAs under which the partnership does business, and the legal name, date of birth, telephone number, and address of each partner. If the Vendor is a corporation: the legal name of the corporation and any DBAs under which the corporation does business, and the legal name, telephone number, and address of each of its officers and directors. The Vendor shall notify the City of any change in such information within five (5) business days; and

b. If the Concession is to be operated by someone other than the Vendor on a regular basis, the legal name, date of birth, telephone number, and address for a responsible party to act as a point of contact for the City as to the day-to-day operations of the Concession; and



c. The name, telephone number, and address of the owner of the parcel on which the Concession will be located, and/or the name, telephone number, and address of the duly licensed Mobile Food Court in which it will operate, if any. The Vendor must also provide written proof of authorization to operate the Concession on the parcel from the owner of said parcel or Mobile Food Court. The Vendor shall notify the City of any change in such information within five (5) business days; and

d. A description of the food, beverage, good, ware, merchandise, or service offered for sale or rent by the Vendor; and

e. For a Class A, B, or C permit:

I. A letter or certificate of approval from Panhandle Health District if required by the rules and regulations of the District; and

II. Proof that all workers have a current Idaho Food Handlers Certificate, if required by law; and

f. Proof of insurance for Concessions operating on public property.

2. Vendors of Concessions that will move about the City on a continuous basis utilizing City streets shall also provide, with an application under this Chapter, the following for the Vendor and any employees who will operate said Concession:

a. The places of residence for the past five (5) years immediately preceding the filing of such application; and

b. A list of every crime involving a controlled substance, minors, violence, theft, or robbery of which the Vendor or any employee has been convicted within the five (5) years prior to filing the application; and

c. Any information and fingerprints required by the City Clerk which is necessary to obtain a criminal history from the Idaho state police and the Federal Bureau of Investigation pursuant to Idaho Code § 67-3008 and congressional enactment Public Law 92-544. The Vendor shall tender the fee required for the criminal history check(s) at the time the application is submitted.

No permit for a Concession that will move about the City on a continuous basis, utilizing City streets, shall be issued to a Vendor if the Vendor, an employee or agent who operates or will operate the Concession, or an active partner, officer, or director of the Vendor, has been convicted of a crime involving a controlled substance, minors, violence, theft, or robbery within the previous five (5) years.

3. The City Clerk shall grant a permit for a Concession if the application is complete, the permit fee is paid, and the applicable standards set out in this Chapter are satisfied.

4. The denial of a permit, whether a new permit or renewal of an existing permit, may be appealed to the City Council by filing a written statement of the reasons for the appeal with the City Clerk within ten (10) days of the denial. Should the Vendor appeal, the City Clerk shall notify the Vendor of the time and place of the hearing. For good cause shown, the City Council may affirm or reverse the decision to deny a permit, or it may reverse and impose reasonable conditions to assure compliance with this Chapter.

D. Revocation of Permit; Appeal.

1. The City Clerk may revoke a permit for any violation as enumerated in Municipal Code § 5.75.080(A) and, in addition, may order that no new permit shall be issued for up to three (3) years pursuant to the following procedures. In deciding to revoke or deny issuance of a permit, the City Clerk shall consider the nature of the violation, whether the violation was intentional or merely negligent, the history of violation by the offender, whether there is a likelihood of continued violations, and any other factor deemed relevant to the purposes of this Chapter.

2. In addition, the City Clerk shall have the right to revoke any permit for a Concession that will move about the City on a continuous basis, utilizing City streets, if it is discovered that the Vendor, an employee or agent who operates or will operate the Concession, or an active partner, officer, or director of the Vendor had been convicted of a crime involving controlled substance, minors, violence, theft, or robbery within the five (5) years prior to submitting the application and who failed to disclose such information.

3. Prior to the revocation of any permit, written notice of the reasons for such action shall be served on the Vendor in person or by certified mail at the address on the permit application. Revocation shall become final within ten (10) days of service unless the Vendor appeals the action. The Vendor shall make his appeal in writing to the City Council within ten (10) days of the service of the notice of revocation.

4. Should the Vendor request an appeal within such ten (10) day period, the Vendor shall be notified in writing by the City Clerk of the time and place of the hearing. Should an emergency exist and the Chief of Police or the Fire Chief certify that there is an immediate danger to life or health, the permit may be summarily revoked pending the notice and hearing herein provided. Otherwise, the filing of an appeal shall stay any revocation of a permit.

5. For good cause shown, the City Council may affirm or reverse the decision to revoke a permit, or it may reverse and impose reasonable conditions to assure compliance with this Chapter.

**5.75.040: CONCESSIONS ON PRIVATE PROPERTY; STANDARDS:**

A. Class A and B permits.

1. Mobile Food Concessions and Mobile Food Carts located in a Mobile Food Court are subject to the following conditions and standards:

- a. The Vendor must possess a valid Idaho seller's permit.
- b. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Concession or Mobile Food Cart must be provided by the Vendor or Mobile Food Court. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession or Mobile Food Cart under his/her control, and the area within 10 feet of the Concession, free of litter, grease, and other debris which results from its operation.
- c. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
- d. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Department's mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department.
- e. The Concession shall be subject to the rules and regulations of the Building Services department for any structure built or owned by the Vendor, and used in conjunction with the Concession.
- f. The Concession shall be subject to the Idaho Plumbing Code.
- g. Disposal of wastewater must be performed via cleanout on site with a connection approved by the Building Services department. If no cleanout on site is available, an alternate method of disposal must be approved by the Wastewater Utility prior to issuance of the permit.
- h. The method of grease disposal must be approved by the Wastewater Utility and a grease interceptor may be required.
- i. The Vendor must identify the source of potable water, if any, to be used by the Mobile Food Concession or Mobile Food Cart.
- j. No accessory seating or other appurtenances are allowed except as may be provided by the Mobile Food Court.

2. Mobile Food Concessions and Mobile Food Carts not located in a Mobile Food Court are subject to the following conditions and standards:

- a. The Vendor must possess a valid Idaho seller's permit.
- b. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Concession or Mobile Food Cart must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession or Mobile Food Cart, and the area within twenty-five (25) feet of the Concession, free of litter, grease, and other debris which results from its operation.
- c. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
- d. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Department's mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department.
- e. The Concession shall be subject to the rules and regulations of the Building Services department for any structure built or owned by the Vendor and used in conjunction with the Concession.
- f. The Concession shall be subject to the Idaho Plumbing Code.
- g. Disposal of wastewater must be performed via cleanout on site with a connection approved by the Building Department. If no cleanout on site is available, an alternate method of disposal must be approved by the Wastewater Utility prior to issuance of the permit.
- h. The method of grease disposal must be approved by the Wastewater Utility and a grease interceptor may be required.
- i. The Vendor must identify the source of potable water, if any, to be used by the Mobile Food Concession or Mobile Food Cart.
- j. No accessory seating or other appurtenances are allowed.
- k. A Vendor must be located on property within a non-residential zone unless operating as part of a special event under a permit issued by the City to another entity or permitted as a Concession that moves about the City on a continuous basis utilizing City streets.

B. Class C Permit.

1. Non-Mobile Concessions shall be subject to the following conditions and standards:

- a. The Vendor must possess a valid Idaho seller's permit.
- b. A trash disposal container capable of holding all trash generated by the operation of the Non-Mobile Concession must be provided. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Non-Mobile Concession, and the area within twenty-five (25) feet of the Concession, free of litter, grease, and other debris which results from its operation.
- c. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
- d. The Vendor must schedule a safety inspection by the Fire Department. Any tent or membrane structure used by as Non-Mobile Concession must pass a fire inspection and comply with fire resistance standard CPAI-84.
- e. The Concession shall be subject to the rules and regulations of the Building Services department for any structure built or owned by the Vendor and used in conjunction with the Concession.
- f. The Concession shall be subject to the Idaho Plumbing Code.
- g. Disposal of wastewater must be performed via cleanout on site with a connection approved by the Building Department. If no cleanout on site is available, an alternate method of disposal must be approved by the Wastewater Utility prior to issuance of the permit.
- h. The Vendor must identify the source of potable water, if any, to be used by the Concession.
- i. No accessory seating or other appurtenances are allowed.
- j. A Vendor must be located on property within a non-residential zone unless operating as part of a special event under a permit issued by the City to another entity.

C. Class D permit.

1. Mobile Retail Concessions are subject to the following conditions and standards:

- a. The Vendor must possess a valid Idaho seller's permit.

- b. A trash disposal container capable of holding all trash generated by the operation of the Mobile Retail Concession must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Retail Concession, and the area within ten (10) feet of the Concession, free of litter and other debris which results from its operation.
- c. The Vendor must comply with Municipal Code Chapter 15.24 (the “Coeur d’Alene Sign Ordinance”).
- d. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Department’s mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department.
- e. The Concession shall be subject to the rules and regulations of the Building Services department for any structure built or owned by the Vendor and used in conjunction with the Concession.
- f. No food or beverages may be sold.
- g. The Vendor must be located in a Mobile Food Court or on private property within a non-residential zone.
- h. The Vendor may not operate within one-thousand two-hundred (1,200) feet of a school during the dates that school is in session. For purposes of this section, a “school” is defined as a school operated by school district 271 or a private institution for learning which teaches children, but shall not include daycare centers.

**5.75.050: MOBILE CONCESSIONS ON PUBLIC PROPERTY; STANDARDS:**

A. Public Streets and Waterways.

1. As allowed by this section, the City Clerk may issue a permit to a Vendor of a Mobile Food Concession, Mobile Food Cart, or Mobile Retail Concession for Commercial Activity on City streets and waterways. The City Clerk shall base his/her decision on a consideration of parking needs, concurrent events, and the convenience and best interests of the public. Permits will be issued on a first come-first serve basis. Nothing herein shall be construed to limit the ability of the City to enter into a lease of City property pursuant to Idaho Code § 50-1409 for Commercial Activity.
2. Mobile Food Carts may operate on City streets under the following conditions and subject to the following standards:

- a. The Vendor must operate as part of a special event under a permit issued by the City to another entity.
- b. A Mobile Food Cart may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.
- c. The Vendor must possess a valid Idaho seller's permit.
- d. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
- e. The Vendor may not operate within one-thousand two-hundred feet (1,200') feet of a school during the dates that school is in session. For purposes of this section, a "school" is defined as a school operated by School District 271 or a private institution for learning which teaches children, but shall not include daycare centers.
- f. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Cart must be attached to the cart. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Cart, and the area within 10 feet of it, free of litter, grease, and other debris which results from its operation.
- g. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. At least one functional fire extinguisher approved by the Fire Department shall be available for the Mobile Food Cart.
- h. The Mobile Food Cart shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, water, or sewer without written permission and payment of appropriate fees.
- i. The method(s) of disposal of wastewater and grease must be approved by the Wastewater Utility prior to issuance of the permit.
- j. The Vendor must identify the source of potable water, if any, to be used.
- k. No accessory seating or other appurtenances are allowed.
- l. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Mobile Food Cart, and shall carry workers' compensation insurance as may be required by Idaho law.

m. A Mobile Food Cart shall not exceed four feet (4') in width by eight feet (8') in length by four feet (4') in height. If an umbrella or canopy is used, in no event shall the overall height of the cart, with the umbrella or canopy, exceed eight feet (8').

3. Mobile Food Concessions may operate on City streets and waterways under the following conditions and subject to the following standards:

a. The Vendor must operate as part of a special event under a permit issued by the City to another entity or under a permit issued for a Concession that moves about the City on a continuous basis utilizing City streets.

b. A Mobile Food Concession may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.

c. The Vendor must possess a valid Idaho seller's permit.

d. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").

e. A Mobile Food Concession shall not operate within one-thousand two-hundred feet (1,200') of a school, during the dates that school is in session. For purposes of this section, a "school" is defined as a school operated by School District 271 or a private institution for learning which teaches children, but shall not include daycare centers.

f. A trash disposal container capable of holding all trash generated by the operation of the Mobile Food Concession must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession, and the area within 10 feet of the Concession, free of litter, grease, and other debris which results from its operation.

g. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department. At least one functional fire extinguisher approved by the Fire Department shall be available for the Mobile Food Concession.

h. A Mobile Food Concession shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, water, or sewer, without written permission and payment of appropriate fees.



- i. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Mobile Food Concession, and shall carry workers' compensation insurance as may be required by Idaho law.
  - j. The method(s) of disposal of wastewater and grease must be approved by the Wastewater Utility prior to issuance of the permit.
  - k. The Vendor must identify the source of potable water, if any, to be used by the Concession.
  - l. No accessory seating or other appurtenances are allowed.
4. A Concession that moves about on a continuous basis may operate on City streets with a permit under the following conditions and subject to the following standards:
  - a. The Concession may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.
  - b. The Concession may vend only food or beverage products.
  - c. The Vendor must possess a valid Idaho seller's permit.
  - d. The Vendor must comply with Municipal Code Chapter 15.24 (the "Coeur d'Alene Sign Ordinance").
  - e. The Vendor may not operate within one-thousand two-hundred feet (1,200') of a school, during the dates that school is in session. For purposes of this section, a "school" is defined as a school operated by School District 271 or a private institution for learning, which teaches children, but shall not include daycare centers.
  - f. A trash disposal container capable of holding all trash generated by the operation of the Concession must be attached to the vehicle. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession or Mobile Food Cart, and the area within ten (10) feet of the Concession, free of litter, grease, and other debris which results from its operation.
  - g. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. At least one functional fire extinguisher approved by the Fire Department shall be available for the Mobile Food Concession.

h. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Concession.

i. The Concession may not remain in one place for more than ten (10) minutes.

B. Public Parking Facilities.

1. Upon application and payment of the established fee, the City Clerk may issue a permit for the operation of a Concession in a City parking facility if the Concession is directly related to an event, the parking lot is adjacent to the location of the event, and the Concession has the approval of the event sponsor and Parks Director. A Mobile Food Concession or Mobile Food Cart permitted under this section must meet all of the following additional requirements:

a. A trash and garbage disposal container capable of holding all trash and garbage generated by the operation of the Mobile Food Concession or Mobile Food Cart must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession or Mobile Food Cart, and the area within ten (10) feet of the Concession, free of litter, grease, and other debris which results from its operation.

b. A Mobile Food Concession or Mobile Food Cart may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.

c. The Vendor must schedule a safety inspection by the Fire Department and meet the criteria on the Fire Department's mobile vendor safety sheet. If tents will be used, the Vendor must obtain a tent permit from the Fire Department. At least one functional fire extinguisher approved by the Fire Department shall be available for the Concession

d. A Mobile Food Concession or Mobile Food Cart shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, water, or sewer without written permission and payment of appropriate fees.

e. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Mobile Food Concession or Mobile Food Cart.

C. Beaches, Natural Areas, Parks, Playgrounds, and Play Fields.

1. Commercial activities, or commercial enterprises with or without items for sale, are prohibited in City-owned or controlled beach areas, natural areas, parks, playgrounds,

or play fields, unless otherwise specifically authorized in this Code or by contract with the City.

2. The City Clerk, upon recommendation of the Parks and Recreation Department, may issue a permit for Concessions at designated locations in any City-owned or controlled beach area, natural area, park, playground, or play field. The items to be sold, the size and location of concession stand, the hours of operation, the duration of use of the concession, and all other rules regulating the operation of the concession stand will be included in a rental or use agreement between the City and the Vendor operating the concession.

D. Activities and Events in City Parks.

1. Concessions operated by sponsors of activities or events in a City park shall comply with this Chapter and with the provisions of § 4.30.050(D).

**5.75.060: NON-MOBILE FOOD CONCESSIONS ON PUBLIC PROPERTY; STANDARDS:**

A. The City Clerk may grant a permit and/or enter into a contract for the operation of a Non-Mobile Food Concession on a City street, or in a City-owned or controlled beach area, natural area, park, playground, or play field when the operation of such stand is in furtherance of the public interest and the Concession complies with the following standards:

1. The Concession may operate at approved locations only from sunrise until sunset of each day, or at such other times as the permit may designate.

2. The Vendor must obtain a valid public health permit prior to issuance of the City permit. Application for such City permit shall be made on a form supplied by the City Clerk ten (10) days in advance of the desired date(s) of operation. The City Clerk shall charge a fee established by Resolution of the City Council for each Non-Mobile Food Concession permit.

3. A trash and garbage disposal container capable of holding all trash and garbage generated by the operation of the Non-Mobile Food Concession must be provided by the Vendor. The container shall be emptied periodically as necessary in order to ensure, at all times, public access to and use of the container. The Vendor shall at all times keep the Mobile Food Concession or Mobile Food Cart, and the area within ten (10) feet of the Concession, free of litter, grease, and other debris which results from its operation.

4. A Non-Mobile Food Concession shall not use City utilities or property including, but not limited to, picnic tables, benches, electrical power, garbage or trash containers, without written permission and payment of appropriate fees.

5. A Non-Mobile Food Concession shall contain at least one functional fire extinguisher approved by the Fire Department.

6. By applying for a permit, the Vendor agrees to hold the City harmless from any injury or damage resulting from the operation of the Non-Mobile Food Concession, and shall carry workers' compensation insurance as may be required by Idaho law.

7. The method(s) of disposal of wastewater and grease must be approved by the Wastewater Utility prior to issuance of the permit.

8. The Vendor must identify the source of potable water, if any, to be used by the Concession.

9. No accessory seating or other appurtenances are allowed.

**5.75.070: FEES:**

A. The fees for a Concession shall be set by Resolution of the City Council.

B. The required fee shall be paid at the time the application is submitted and is non-refundable.

C. An annual inspection fee, in an amount to be set by Resolution of the City Council, shall be assessed each January 1 for every permit holder.

**5.75.080: VIOLATIONS; PENALTIES:**

A. The following shall be considered a violation of this Chapter:

1. Operation after revocation of any required Panhandle Health District approval and/or permit;

2. Operation after revocation of a permit issued under this Chapter;

3. Operation without a permit, if required by this Chapter;

4. Operation in violation of any provision of this Chapter or condition endorsed on a permit; and.

5. Knowingly, intentionally, or recklessly providing false information on a permit application.

B. **Penalty.**

1. For a first offense, a person shall be subject to a civil penalty in an amount established by Resolution of the City Council.

2. For any subsequent offense, a person shall be subject to a misdemeanor, pursuant to section 1.28.010 of the City Code.

3. In addition to any other remedy or procedure authorized by law, a violation may result in revocation of the permit and/or denial of any future permit for a period of up to three (3) years.

**SECTION 2.** *That section 4.05.030(B) of the Coeur d'Alene Municipal Code is amended to read as follows:*

B. General Terms: Whenever the following terms are used in this title, they have the following meanings unless the context indicates otherwise:

~~COMMERCIAL ACTIVITY: Commercial displays, commercial enterprises, commercial promotions, arts and crafts displays, exhibits and other commercial activities with items for sale, including food concessions.~~

~~MOTORIZED FOOD CONCESSIONS: Motorized vehicles from which food and beverages are sold, including trailer houses and vans.~~

OVERSIZED VEHICLE: A vehicle that cannot fit into a parking stall without protruding over the marked stall lines or extending beyond the end of the marked stall lines.

PARKING FACILITY: Any property owned by the city of Coeur d'Alene on which private vehicles are allowed to park. A parking facility can be a garage, a permanent surface lot, semipermanent surface lot or an area that is used on a temporary basis for vehicle parking, and includes ancillary fixtures, equipment and utilities for the use, operation and maintenance of such facilities.

PARKING OFFICIAL: Any peace officer or reserve officer of the Coeur d'Alene police department, any person providing security services in any city parking facility pursuant to any contract with the city or any person, firm or corporation managing city owned or leased parking facility on the city's behalf.

PARKING TENANT: Any individual, group, or entity that has a valid city issued special permit to occupy a portion of a city parking facility.

ROBOT: A self-powered, programmable, mechanical device capable of operating autonomously or via remote control. This definition does not include autonomously operated motor vehicles defined under chapter 1, title 49, Idaho Code.

**SECTION 3.** *That section 4.15.060 of the Coeur d'Alene Municipal Code is amended to read as follows:*

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the City Hall Parking Facility:

- A. No vehicle can be parked or allowed to remain parked in the parking facility continuously for more than forty eight (48) hours.
- B. Single vehicles cannot park in stalls marked for oversized or multi-unit vehicles.
- C. The city, by permit or contract, may authorize ~~mobile food concessions and other~~ vehicles to park in spaces designated by the city and may exempt special events held in McEuen Park from any of the requirements of this chapter pertaining to the use of this parking facility.
- D. No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a city parking facility or structure tenant or official.
- E. It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.

**SECTION 4.** *That section 4.15.080 of the Coeur d'Alene Municipal Code is amended to read as follows:*

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the Independence Point Parking Facility:

- A. No trailers, RVs or oversized vehicles can be parked in the facility.
- B. No vehicle can be parked or allowed to remain parked in the parking facility continuously for more than forty eight (48) hours.
- C. The city, by permit or contract, may authorize ~~mobile food concessions and other~~ vehicles to park in spaces designated by the city and may exempt special events held in City Park from any of the requirements of this chapter pertaining to the use of this parking facility.
- D. No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a city parking facility or structure tenant or official.
- E. It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.

**SECTION 5.** *That section 4.15.090 of the Coeur d'Alene Municipal Code is amended to read as follows:*

In addition to the provisions of section 4.15.040 of this chapter, the following regulations govern the use of the McEuen Parking Facility:

- A. No trailers, RVs, multi-unit vehicles or oversized vehicles can be parked in the facility except in the designated boat trailer parking stalls. Vehicles exceeding eight feet (8') in height are prohibited from parking in this facility.
- B. The city, by permit or contract, may authorize ~~mobile food concessions and other~~ vehicles to park in spaces designated by the city and may exempt special events held in McEuen Park from any of the requirements of this chapter pertaining to the use of this parking facility.
- C. Smoking of cigarettes, cigars, pipes and any lighted instrument in the elevators or any enclosed portion of McEuen Parking Facility is prohibited.
- D. No person shall enter or remain within the parking facility for any purpose other than to park or retrieve a motor vehicle or to do valid and legitimate business with a city parking facility or structure tenant or official.
- E. It is unlawful for any person to operate or ride on any skateboard, roller skates, rollerblades, in-line skates, coaster, sled, toy wagon, scooter or similar device on any vehicle travel ramp or within the parking facility. This prohibition shall not apply to handicapped person using wheeled equipment in order to be ambulatory.

**SECTION 6.** That Chapter 4.30 is re-titled “Commercial Activity on Public Property.”

**SECTION 7.** *That section 4.30.030 of the Coeur d'Alene Municipal Code is amended to read as follows:*

Sponsors of sport tournaments may reserve city sport fields or facilities by paying the fee established by resolution. Sponsors and tournament participants must abide by all city ordinances and regulations regarding the use of public property. If the sponsor intends to operate a food concession, where allowed, during the tournament, the sponsor ~~must provide the city with a valid public health permit for any food concession not otherwise licensed by the city~~ shall comply with the provisions of Chapter 5.75 of this Code. There will be no additional charge for the food concession. Any concessions associated with a sports tournament will be nonexclusive.

**SECTION 8.** *That section 4.30.050(D) of the Coeur d'Alene Municipal Code is amended to read as follows:*

Concessions: The event sponsor ~~is allowed to sell nonfood items related to the event or concessions from no more than five (5) stands, booths, or locations upon payment of an~~

~~additional fee established by resolution may allow Concessions which comply with the standards set out in Chapter 5.75 of this Code, except as provided herein. The Any Non-Mobile stand, booth, or individual location Concession cannot exceed eight feet by ten feet (8' x 10'). The related eConcession can may operate only during the hours of operation of the special event. The eCity accepts no responsibility for security of display booths Concessions or materials, and, by applying for a permit, the sponsor and special event concessionaires Vendors must agree in writing to hold the eCity, its agents and employees harmless as part of their permit application from any injury or damage resulting from the operation of the event or Concession. No individual concessionaire is allowed to sell concessions or items from special event booths more than two (2) times between May 1 and October 1 of each year. This is not intended to preclude concessionaires from donating equipment, supplies, or other services at other special events between May 1 and October 1 of each year.~~

**SECTION 9.** *That section 5.44.050 of the Coeur d'Alene Municipal Code is amended to read as follows:*

No permit shall be granted unless the applicants obtain the approval of the Kootenai County health district indicating that the applicants for the permit have complied with the health requirements of such district for like or similar facilities. Such approval shall indicate the type and adequacy of water supply to be provided, the type and adequacy of toilet, waste collection and washing facilities to be provided, and if there is to be food or drink served on the premises, the type and adequacy of food and drink preparation, and food and drink service facilities to be provided. Concessions will be required to comply with Chapter 5.75 of this Code.

**SECTION 10.** *That section 17.07.615(A) of the Coeur d'Alene Municipal Code is amended to read as follows:*

Uses:

1. Pharmacy associated with a medical office or clinic.
2. On site food consumption facilities, which must comply with Chapter 5.75 and Chapter 17.07, Article X, of this Code as required.

**SECTION 11.** *That section 4.30.010 of the Coeur d'Alene Municipal Code is repealed.*

**SECTION 12.** *That section 4.30.020 of the Coeur d'Alene Municipal Code is repealed.*

**SECTION 13.** *That section 4.30.040 of the Coeur d'Alene Municipal Code is repealed.*

**SECTION 14.** *That Chapter 5.18 of the Coeur d'Alene Municipal Code is repealed.*

**SECTION 15.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.



**SECTION 16.** 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.

**SECTION 17.** 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 18.** After its passage and adoption, a summary of this Ordinance, pursuant to 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 this Ordinance shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on November 15, 2016.*

APPROVED, ADOPTED and SIGNED this 15<sup>th</sup> day of November, 2016.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Chapter 5.75 to the City Code, Amending Certain Sections of the City  
Code, Repealing Certain Sections of the City Code, and Re-Naming a  
Chapter of the City Code

AN ORDINANCE ADDING CHAPTER 5.75 TO THE CITY CODE, ENTITLED “CONCESSIONS,” TO REGULATE THE OPERATION, LOCATION, AND PERMITTING OF MOBILE FOOD CARTS, MOBILE FOOD CONCESSIONS, MOBILE RETAIL CONCESSIONS, AND NON-MOBILE CONCESSIONS; PROVIDING FOR THE AMENDMENT OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.05.030(B), 4.15.060, 4.15.080, 4.15.090, 4.30.030, 4.30.050(D), 5.44.050, AND 17.07.615(A); PROVIDING FOR THE REPEAL OF THE FOLLOWING SECTIONS OF THE CITY CODE: 4.30.010, 4.30.020, 4.30.040, AND CHAPTER 5.18; PROVING THAT CHAPTER 4.30 BE RE-TITLED “COMMERCIAL ACTIVITY ON PUBLIC PROPERTY”; PROVIDING FOR THE REPEAL OF OTHER CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

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Renata McLeod, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Adding Chapter 5.75 to the City Code, Amending Certain Sections of the City Code, Repealing Certain Sections of the City Code, and Re-Naming a Chapter of the City Code, 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 15<sup>th</sup> day of November, 2016.

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Randall R. Adams, Chief Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 16-1024

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X TO CHAPTER 17.07, ESTABLISHING CRITERIA, STANDARDS, AND PROCEDURES APPLICABLE TO MOBILE FOOD COURTS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 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 Article X is added to Chapter 17.07 of the Coeur d'Alene Municipal Code as follows:*

**X. MOBILE FOOD COURTS**

- 17.07.1100: TITLE AND PURPOSE**
- 17.07.1110: DEFINITIONS**
- 17.07.1120: MOBILE FOOD COURT REVIEW CRITERIA**
- 17.07.1130: DEVELOPMENT STANDARDS**
- 17.07.1140: SITE PLAN**
- 17.07.1150: APPLICATION; LICENSE**
- 17.07.1160: FEES**
- 17.07.1170: VIOLATIONS**

**17.07.1100: TITLE AND PURPOSE:**

The purpose of this Article is to preserve and protect the health, safety, and general welfare of persons and property in the City by regulating the development, operation, location, and licensing of mobile food courts.

**17.07.1110: DEFINITIONS:**

A. Commercial Activity. Any commercial display, enterprise, promotion, arts and crafts display, exhibit, or other commercial activity offering goods, wares, merchandise, or services for sale or rent.

B. Concession. Any establishment which is mobile, non-permanent, and/or temporary, and which vends products or services to the general public.

C. Mobile Food Court. A parcel of land where two or more Concessions selling food or beverage products congregate to engage in Commercial Activity.

D. Mobile Food Concession. A service establishment vending food or beverages, whether prepared on or off site, but not including the retail sale of food products in a raw, unprepared, or natural state, and which is operated from a vehicle, or mounted on a trailer that can be towed by a vehicle, or which is capable of being moved under its own power or otherwise.

E. Mobile Retail Concession. An establishment, other than a Mobile Food Concession, displaying, selling, vending, hawking, or renting goods, wares, merchandise, or services, which is operated from a vehicle or mounted on a trailer that can be towed by a vehicle, or which is capable of being moved under its own power or otherwise.

F. Trailer. For purposes of this Chapter, the term “trailer” shall have the meaning defined in Idaho Code § 49-121(6).

G. Vehicle. For purposes of this Chapter, the term “vehicle” shall have the meaning defined in Idaho Code § 49-123(2).

**17.07.1120: MOBILE FOOD COURT REVIEW CRITERIA:**

A. The applicant must undergo a Project Review which identifies applicable requirements and considers at least the following:

1. Whether the design and planning for the parcel is compatible with the location, setting, and existing uses on adjacent properties;
2. Whether the design and planning of the parcel is compatible with this Article and other applicable codes; and
3. Whether the location, design, and size of the Mobile Food Court are such that the development will be adequately served by existing streets, public facilities, and services.

**17.07.1130: DEVELOPMENT STANDARDS:**

A. A Mobile Food Court may be located only in the C-17 as of right; and in the C-17L, LM, or M zones with a special use permit.

B. The maximum number of individual Concessions allowed in a Mobile Food Court will depend on the size of the parcel and applicable ordinances and codes, and will be determined at the time of the site plan approval.

- C. Mobile Retail Concessions may also be located in a Mobile Food Court.
- D. No participating Mobile Food Concession shall continue to operate in a Mobile Food Court unless the required annual license fee has been paid.
- E. All setback requirements in the underlying zoning district shall be maintained. No concession, structures associated with the Mobile Food Court, nor any associated seating areas shall be located in a required zoning setback, buffer yard, access easement, drainage easement, floodplain, driveway, utility easement and/or fire lane(s).
- F. There shall be three (3) parking spaces for each concession located in the Mobile Food Court. This parking shall be in addition to the parking required for any other use of the parcel.
- G. A single freestanding sign, in compliance with the Sign Code, is allowed for a Mobile Food Court, in addition to signs for individual Concessions as allowed by the Sign Code.
- H. The applicant must provide for access to restrooms for staff and patrons within five hundred (500) feet of any Concession on the parcel. The restrooms must be available any time any concession is in operation. Portable toilets shall not be permitted.
- I. All activities will be conducted on private property owned or otherwise controlled by the applicant, and no sales or commercial activities are allowed within any public right-of-way.
- J. The Mobile Food Court shall comply with all conditions pertaining to existing variances, conditional use permits, or other approvals granted for the parcel.
- K. All activities associated with the Mobile Food Court must comply with the requirements of the City's Wastewater Utility, Water Department, Engineering Department, Fire Department, Planning Department, Street Department, and Panhandle Health District, except as otherwise provided in this Article.

**17.07.1140: SITE PLAN:**

The detailed site plan required by this Article shall demonstrate:

- A. The location and orientation of each vendor space;
- B. The location of any paving, parking spaces, trash enclosures, landscaping, planters, fencing, canopies, umbrellas or other table covers, barriers, seating, restrooms, or any other site requirement of the applicable building code, wastewater regulations, and Panhandle Health District.
- C. The location and identification of all existing and proposed activities on site.

- D. The proposed circulation lanes of all pedestrian and vehicle traffic on the site.
- E. The location of any accessory buildings, commissaries, or warehouses provided for the use of the Mobile Food Concessions.

**17.07.1150: APPLICATION; LICENSE:**

- A. Every Mobile Food Court must obtain a City license before any Concession begins to operate on the parcel.
- B. The applicant shall complete an application on a form provided by the City and file it with the City Clerk. The application shall include, at a minimum:
  - 1. The physical address of the proposed mobile food court.
  - 2. If the applicant is an individual, the applicant shall supply his/her name, date of birth, telephone number and address; if a partnership, the business name of the partnership and the name, date of birth, telephone number, and address of each partner; if a corporation, the names, telephone numbers and addresses of its principal officers and the names, telephone numbers and addresses of all directors thereof. The applicant shall notify the City of any change in such information within five (5) business days;
  - 3. If the Mobile Food Court is to be managed by someone other than the applicant, the same information as required in subsection 2 above shall be provided for a responsible party with day-to-day authority over operations;
  - 4. If the owner of the parcel is different from the applicant, the applicant shall provide the name, address, and contact information for the owner of the parcel on which the mobile food court will be located. The applicant must also provide written authority from the owner of the parcel for the establishment of a mobile food court. The applicant shall notify the City of any change in such information within five (5) business days; and
  - 5. Proof of a Panhandle Health District approved source of water shall be provided to the City.
- C. An application shall be accompanied by a detailed site plan.
- D. All Mobile Food Courts shall be subject to an annual fire inspection.

**17.07.1160: FEES:**

- A. The fee for a Mobile Food Court license shall be set by resolution of the City Council.
- B. The required fee shall be paid at the time the application is submitted and is non-refundable.
- C. An annual inspection fee, in an amount to be set by resolution of the City Council, shall be assessed each January 1.

**17.07.1170: VIOLATIONS:**

- A. An applicant commits a violation this Article if he/she, or anyone under his/her supervision or control, knowingly and willfully violates any provision of this Article.
- B. For a first offense, the applicant shall be subject to a civil penalty in an amount established by resolution of the City Council.
- C. For any subsequent offense, the applicant shall be subject to a misdemeanor, pursuant to section 1.28.010 of the City Code.

**SECTION 2.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3.** 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 4.** 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 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on November 15, 2016.*

APPROVED, ADOPTED and SIGNED this 15<sup>th</sup> day of November, 2016.

---

Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Adding Article X to Chapter 17.07 of the Coeur d'Alene Municipal Code

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X TO CHAPTER 17.07, ESTABLISHING CRITERIA, STANDARDS, AND PROCEDURES APPLICABLE TO MOBILE FOOD COURTS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

---

Renata McLeod, City Clerk

## **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Adding Article X to Chapter 17.07 of the Coeur d'Alene Municipal Code , 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 15<sup>th</sup> day of November, 2016.

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Randall R. Adams, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ONE MONTH ENDED  
 October 31, 2016

RECEIVED

NOV 07 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2016	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$231,305	\$14,966	6%
	Services/Supplies	11,400	202	2%
Administration	Personnel Services	328,000	25,646	8%
	Services/Supplies	51,120		
Finance	Personnel Services	683,506	51,294	8%
	Services/Supplies	481,780	3,275	1%
Municipal Services	Personnel Services	1,153,286	90,209	8%
	Services/Supplies	507,013	44,027	9%
	Capital Outlay			
Human Resources	Personnel Services	233,632	16,545	7%
	Services/Supplies	93,025	3,876	4%
Legal	Personnel Services	1,114,688	86,680	8%
	Services/Supplies	92,653	2,500	3%
Planning	Personnel Services	545,298	39,341	7%
	Services/Supplies	39,350		
	Capital Outlay			
Building Maintenance	Personnel Services	365,580	24,565	7%
	Services/Supplies	155,606	2,740	2%
	Capital Outlay			
Police	Personnel Services	11,962,404	1,143,368	10%
	Services/Supplies	1,092,115	3,916	0%
	Capital Outlay	5,950		
Fire	Personnel Services	8,811,284	616,737	7%
	Services/Supplies	546,653	8,002	1%
	Capital Outlay	320,000	800	0%
General Government	Services/Supplies	800	(1,439)	-180%
	Capital Outlay	93,925		
Byrne Grant (Federal)	Services/Supplies			
	Capital Outlay			
COPS Grant	Personnel Services	190,189		
CdA Drug Task Force	Services/Supplies	30,710		
	Capital Outlay			
Streets	Personnel Services	2,321,133	178,810	8%
	Services/Supplies	645,980	35,058	5%
	Capital Outlay	57,000		

CITY CLERK

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ONE MONTH ENDED  
 October 31, 2016

RECEIVED

NOV 07 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2016	PERCENT EXPENDED
Engineering Services	Personnel Services	434,701	35,855	8%
	Services/Supplies	857,860	9,956	1%
	Capital Outlay			
Parks	Personnel Services	1,423,537	99,360	7%
	Services/Supplies	536,450	3,030	1%
	Capital Outlay	44,000		
Recreation	Personnel Services	550,809	31,087	6%
	Services/Supplies	157,430	16,710	11%
	Capital Outlay	5,000		
Building Inspection	Personnel Services	865,887	68,012	8%
	Services/Supplies	41,206		
	Capital Outlay			
Total General Fund		37,082,265	2,655,128	7%
Library	Personnel Services	1,208,298	95,174	8%
	Services/Supplies	199,850	20,644	10%
	Capital Outlay	160,000		
CDBG	Services/Supplies	606,873	3,600	1%
Cemetery	Personnel Services	186,235	16,745	9%
	Services/Supplies	100,500	4,048	4%
	Capital Outlay	30,000		
Impact Fees	Services/Supplies	760,039		
Annexation Fees	Services/Supplies	193,000		
Parks Capital Improvements	Capital Outlay	146,500		
Insurance	Services/Supplies			
Cemetery Perpetual Care	Services/Supplies	157,500		
Jewett House	Services/Supplies	25,855		
Reforestation	Services/Supplies	2,000	165	8%
Street Trees	Services/Supplies	100,000	7,305	7%
Community Canopy	Services/Supplies	1,500		
CdA Arts Commission	Services/Supplies			
Public Art Fund	Services/Supplies	231,300	6,646	3%
		4,109,450	154,327	4%
Debt Service Fund		937,407		

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ONE MONTH ENDED  
 October 31, 2016

RECEIVED

NOV 07 2016

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 10/31/2016	PERCENT EXPENDED
Seltice Way	Capital Outlay	675,000		
Seltice Way Sidewalks	Capital Outlay	325,000		
Traffic Calming	Capital Outlay	25,000		
Govt Way - Hanley to Prairie	Capital Outlay	4,334,000		
Levee Certification	Capital Outlay	30,000		
I-90 Curb Ramps	Capital Outlay			
15th Street	Capital Outlay	20,000		
Mullan Road Realignment	Capital Outlay			
Kathleen Avenue Widening	Capital Outlay	330,039		
Margaret Avenue	Capital Outlay	65,000		
Ironwood	Capital Outlay	400,000		
		<u>6,204,039</u>		
Street Lights	Services/Supplies	622,000		
Water	Personnel Services	1,951,906	143,981	7%
	Services/Supplies	4,376,100	58,026	1%
	Capital Outlay	3,225,000	1,467	0%
Water Capitalization Fees	Services/Supplies	1,950,000		
Wastewater	Personnel Services	2,609,284	193,815	7%
	Services/Supplies	7,205,619	6,586	0%
	Capital Outlay	12,496,100		
	Debt Service	2,178,063		
WW Capitalization	Services/Supplies	2,500,000		
Sanitation	Services/Supplies	3,359,286	20,726	1%
Public Parking	Services/Supplies	374,546	8,000	2%
	Capital Outlay			
Drainage	Personnel Services	110,381	9,838	9%
	Services/Supplies	637,130		
	Capital Outlay	400,000		
Total Enterprise Funds		<u>43,995,415</u>	<u>442,439</u>	<u>1%</u>
Kootenai County Solid Waste		2,500,000		
Police Retirement		173,200	13,969	8%
Business Improvement District		210,000		
Homeless Trust Fund		5,200		
Total Fiduciary Funds		<u>2,888,400</u>	<u>13,969</u>	<u>0%</u>
TOTALS:		<u>\$95,216,976</u>	<u>\$3,265,863</u>	<u>3%</u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
 Troy Tymeson, Finance Director, City of Coeur d'Alene, Idaho



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NOV 07 2016

CITY CLERK

**City of Coeur d Alene  
Cash and Investments  
10/31/2016**

<b>Description</b>	<b>City's Balance</b>
<b>U.S. Bank</b>	
Checking Account	9,480,549
Checking Account	30,295
Municipal Investment Account	6,536
Investment Account - Police Retirement	1,397,161
Investment Account - Cemetery Perpetual Care Fund	1,691,564
<b>Wells Fargo Bank</b>	
Federal Home Loan Bank	1,500,897
<b>Community 1st Bank</b>	
Certificate of Deposit	1,206,620
<b>Idaho Independent Bank</b>	
Secure Muni Investment	249,107
<b>Idaho Central Credit Union</b>	
Certificate of Deposit	249,995
<b>Idaho State Investment Pool</b>	
State Investment Pool Account	22,479,761
<b>Columbia Bank</b>	
Repurchase Agreement Account	2,683,947
<b>Cash on Hand</b>	
Finance Department Petty Cash	500
Treasurer's Change Fund	1,350
Police Change Fund	75
Library Change fund	180
Cemetery Change Fund	20
<b>Total</b>	<u><u>40,978,557</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
\_\_\_\_\_  
Troy Tymeson, Finance Director, City of Coeur d'Alene, Idaho

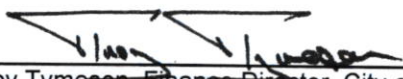


**CITY OF COEUR D'ALENE**  
**Treasurer's Report of Cash and Investment Transactions**

**RECEIVED**

FUND	BALANCE 9/30/2016	RECEIPTS	DISBURSE- MENTS	BALANCE 10/31/2016
General-Designated	\$1,060,716	\$3,987	\$1,917	\$1,062,786
General-Undesignated	11,853,812	6,343,179	7,289,022	10,907,969
<u>Special Revenue:</u>				
Library	164,249	6,116	91,413	78,952
CDBG	(351,515)	365,175	14,864	(1,204)
Cemetery	(26,734)	31,090	21,564	(17,208)
Parks Capital Improvements	331,750	17,193	6,022	342,921
Impact Fees	2,825,470	56,743		2,882,213
Annexation Fees	247,364	306,073		553,437
Insurance	77,606	771	931	77,446
Cemetery P/C	1,712,099	3,330	20,535	1,694,894
Jewett House	20,103	7	508	19,602
Reforestation	22,531	481	165	22,847
Street Trees	197,312	4,567	8,631	193,248
Community Canopy	1,409	1	193	1,217
CdA Arts Commission	2,269		80	2,189
Public Art Fund	74,872	18		74,890
Public Art Fund - ignite	555,313	126	6,396	549,043
Public Art Fund - Maintenance	104,640	29	5,649	99,020
<u>Debt Service:</u>				
2015 G.O. Bonds	531,181	2,218		533,399
LID Guarantee	54,885	16		54,901
LID 149 - 4th Street				
<u>Capital Projects:</u>				
Street Projects	451,459	699	249,314	202,844
<u>Enterprise:</u>				
Street Lights	(49,628)	43,746	48,138	(54,020)
Water	1,342,020	898,123	308,460	1,931,683
Water Capitalization Fees	4,455,252	64,293		4,519,545
Wastewater	3,922,540	897,276	980,957	3,838,859
Wastewater-Reserved	1,156,461	27,500		1,183,961
WWTP Capitalization Fees	6,232,056	110,742		6,342,798
WW Property Mgmt	60,668			60,668
Sanitation	279,670	325,721	257,931	347,460
Public Parking	90,094	53,586	8,000	135,680
Drainage	504,158	85,104	98,060	491,202
Wastewater Debt Service	1,017,206	303		1,017,509
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	242,699	218,561	242,699	218,561
LID Advance Payments	250			250
Police Retirement	1,422,774	14,491	24,276	1,412,989
Sales Tax	1,779	1,394	1,779	1,394
BID	189,458	4,768		194,226
Homeless Trust Fund	385	371	369	387
<b>GRAND TOTAL</b>	<b>\$40,778,632</b>	<b>\$9,887,798</b>	<b>\$9,687,873</b>	<b>\$40,978,557</b>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS REPORTED ABOVE, ON THE CASH BASIS, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

  
 \_\_\_\_\_  
 Troy Tymeson, Finance Director, City of Coeur d'Alene, Idaho