



Coeur d'Alene

CITY COUNCIL MEETING

June 17, 2014

MEMBERS OF THE CITY COUNCIL:
Steve Widmyer, Mayor
Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

CONSENT CALENDAR

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

June 3, 2014

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 June 3, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans)	Members of Council Present
Woody McEvers)	
Kiki Miller)	
Steve Adams)	

Dan Gookin)	Members of Council Absent
Loren Ron Edinger)	

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

INVOCATION: Pastor Chuck Wilkes, True North Church, provided the invocation.

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

PUBLIC COMMENTS:

Mason Patzer, Coeur d'Alene, stated that he is graduating from Coeur d'Alene High School and has served as a student representative on the Parks and Recreation Commission. He found it to be a very informative process; it has opened his eyes to governmental processes and the number of man hours required to make our City great. He was able to see the McEuen Park development and hear the varying opinions. He did his senior project on public service and job shadowed Bill Greenwood. He stated that he plans to go to the University of Idaho and was thankful for his experience.

David Barger, Coeur d'Alene, expressed disappointment that the Elmo machine did not work. He stated that people should read the United States Code 18, subsection 2382, "Misprision of Treason." He stated that governmental officials are private contractors and that citizens should also read the Union Calendar 1078, House Number 3123, regarding un-American activities.

CONSENT CALENDAR: **Motion** by McEvers, seconded by Adams to approve the consent calendar as amended.

1. Approval of Council Minutes for May 20, 2014.
2. Approval of Bills as Submitted.

3. Setting of General Services and Public Works Committees meetings for June 9, 2104, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer and Wine License for the Well Read Moose; 2048 N. Main Street, Melissa DeMotte (new)
5. Approval of Nine Fire Works Stands for the 2014 Season
6. Approval of **Resolution No. 14-020**: 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 ACCEPTANCE OF DONATION AND QUIT CLAIM DEED TRANSFERRING LOT 1, BLOCK 6, OF COEUR D'ALENE PLACE 20TH ADDITION TO THE CITY FROM GREENSTONE KOOTENAI, INC.; ACCEPTANCE OF SPONSORSHIPS INCLUDING NAMING AND DONATIONS FOR RAMSEY FIELD AND MCEUEN PARK; SPECIFICALLY INCLUDING A SPONSORSHIP AGREEMENT WITH AVISTA FOR THE PAVILION LOCATED IN MCEUEN PARK; DONATIONS FROM THORCO ELECTRIC FOR THORCO FIELD; KIWANIS CLUB FOR SS KIWANIS; ROTARY CLUBS FOR ROTARY HARBOR HOUSE; INTERMAX TO PROVIDE FREE INTERNET SERVICE; AND PARKWOOD BUSINESS PROPERTY FOR DONATION FOR THE CONSTRUCTION OF THE SUNDIAL; APPROVAL OF S-3-12, COEUR D'ALENE PLACE 22ND ADDITION – FINAL PLAT APPROVAL AND ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE /WARRANTY AGREEMENT AND SECURITY; AND APPROVAL OF AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH JAMES AND LINDA BAKER FOR LOT 2, BLOCK 3, 18 50N 03W, SPRINGVIEW TERRACE 1ST ADDITION.

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

COUNCIL ANNOUNCEMENTS:

Councilmember Miller stated that the Library Board of Trustees has instituted a new program which allows the waiving of book fees for youth, if the youth joins the summer reading program. Prizes will be given throughout the summer and include a Kindle Fire. Additionally, the CDA Vision 2030 group has ended their initial data collection and analysis phase and has scheduled a community celebration on June 25th at 6th Street and Sherman Avenue in conjunction with the “Live After Five” event.

Councilmember Evans thanked Charlie Miller for his management of the Coeur d’Alene Marathon, as it was the best organized event she has ever participated in.

Councilmember McEvers stated his mother in-law passed away and he and his wife will miss her very much. Additionally, he has been thinking about the discussion item regarding the City Administrator recruitment since the last meeting and would like to speak in support of Troy Tymesen. He reviewed several internal recruitments that have been successfully filled by internal candidates. He stated that Mr. Tymesen has represented the City over the past 12 years through the Chamber of Commerce, Sunrise Rotary and Jobs Plus. He believes that staff and the organization need someone in the position they can depend on rather than waiting until October. He believes that Mr. Tymesen has proven his capabilities and has built trust with the employees.

Councilmember McEvers also stated that he believes Mr. Tymesen would be the top candidate for the position of City Administrator and the City should not go through a full recruitment with the top candidate currently available and known. He would like to place this item on the next Council meeting agenda.

Mayor Widmyer stated that this is something that will continue to be discussed; however, the path was laid out at the last City Council meeting. Councilmember Evans questioned if it were worth opening up this item to discuss it or if there is another process to address this issue. City Attorney, Mike Gridley stated that the Mayor is the Chief Executive Officer for the City and has the authority under the code to make appointments with the City Council's confirmation. He stated that this item can move forward as discussed at the last meeting, or if a different direction is desired, it could be added to the next City Council meeting agenda. Councilman Adams asked if it would be Councilmember McEvers' suggestion to bypass the recruitment process and appoint Mr. Tymesen. Councilmember McEvers stated that tonight's request is that this item be placed on the next meeting agenda. He clarified that he believes that Mr. Tymesen is a great candidate. Mayor Widmyer stated that interim appointments have been successfully used in the past. He believes that the time to discuss this item was last week but it can be placed on the agenda for further discussion. Councilmember Evans asked for clarification as to when employee issues would go into Executive Session. Mr. Gridley stated that once applications are received, they can be talked about in Executive Session.

MOTION: Motion by McEvers, seconded by Miller to add the item of City Administrator recruitment options to the next City Council meeting agenda.

DISCUSSION: Councilmember Adams stated that he understood that the Mayor's recommendation was to open up the recruitment for City Administrator and he agrees that is the best route. He also agrees with the accolades of Mr. Tymesen but feels the position is worthy of an open recruitment.

ROLL CALL: McEvers Aye; Miller Aye; Evans Aye; Adams No. **Motion Carried.**

MAYOR ANNOUNCEMENT: The Mayor congratulated state champions Lake City High School Lacrosse team. The Mayor requested approval of the appointment of Tina Johnson to the Arts Commission.

MOTION: Motion by McEvers, seconded by Evans to approve the appointment of Tina Johnson to the Arts Commission. **Motion carried.**

ADMINISTRATOR'S REPORT: Interim City Administrator Troy Tymesen stated Coeur d'Alene American Legion Baseball will hold the official opening of its new home, Thorco Field, tomorrow, June 4th. The field, off of Ramsey Road next to the Kroc Community Center, replaces the Legion's former ballpark at McEuen Park. The day will kick off with the Legion's A team playing a game at 4:30 p.m. At 7:00 p.m., there will be an official ceremony followed by the Legion's AA team hosting their rivals from Prairie American Legion. The city's street crews have been able to begin annual striping and crosswalk painting. With 120 miles of centerline striping, and 1800 crosswalks / arrows revisited annually, crews will spend the majority of the

summer accomplishing this task. This week, Assistant Water Superintendent Terry Pickel will be teaching a cross-connection control specialist class. He was asked to do this by the local American Water Works Association sub-section and the City of Spokane. Terry is one of the local experts in cross connection so it is not surprising that he was asked to do this training. The public is invited to attend three reading/discussion programs on the theme of "Wilderness Considered," Wednesdays, June 4th, 11th, and 18th. The series was developed by the Idaho Humanities Council in commemoration of the 50th anniversary of the 1964 Wilderness Act. All programs begin at 7:00 p.m. in the Library Community Room. Visit the Research and Information desk at the library for copies of the books and essays accompanying the series. For more information, call 769-2315. Softball Season has begun in the City of Coeur d'Alene. The Recreation Department has weekend tournaments scheduled all summer with the exception of Ironman weekend. Over 175 Girls' Fastpitch teams and 100 Adults teams will be playing softball in Coeur d'Alene hit summer. The Coeur d'Alene 2030 Visioning Project has received a generous grant to help create a vision and action plan for a vibrant future for Coeur d'Alene. The Inland Northwest Community Foundation has pledged up to \$10,000 in matching funds to assist CDA 2030 in implementing a strategy to guide the community into the next decade and beyond. Donations to this visionary cause can be made online at www.CDA2030.org/donate or mailed to CDA 2030 at the Coeur d'Alene Chamber of Commerce, 105 N. 1st Street, #100, Coeur d'Alene, ID, 83814. The Inland Northwest Community Foundation is a nonprofit community foundation that works with individuals, families, businesses and nonprofit organizations to establish charitable funds to support the causes they care about within our region and beyond. Specialized Needs Recreation is seeking volunteers ages 13 and up to help with Camp Allstars, a summer day camp for children with special needs. The camp runs Monday through Friday 9:00 a.m. to 3:00 p.m. for 11 weeks, June 9 through August 22. Volunteers choose their own schedule and it is not mandatory to volunteer every day. For more information, call Angie Goucher at 755-6781. Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

Approval of RFQ award Welch Comer for the 4-corners BLM Master Plan and authorize staff to negotiate an agreement.

Councilmember Adams stated that this item was approved by the General Services Committee. Bill Greenwood stated that the review committee consisted of himself, Mayor Widmyer, Steve Anthony, Scott Cranston, and Dave Patzer. Three proposals were received from local firms and they were all good. The recommendation of the committee was to accept the proposal of Welch Comer.

MOTION: Motion by Adams, seconded by Evans to award Welch Comer the 4-corners BLM Master Plan and authorize staff to negotiate an agreement.

DISCUSSION: Councilmember McEvers asked how this item was budgeted. Mr. Greenwood stated that 75% of the funding would come from LCDC and the City and other partners would cover the other 25%.

Motion carried.

Approval of the funding and authorization of staff to negotiate a lease agreement with Eastlake, LLC. and expenses for an East Sherman Police Sub-station.

Councilmember Adams stated that this item was approved by the General Services Committee. Interim Chief Clark stated that during the strategic planning event it was recommended to enhance the law enforcement presence in the East Sherman area. When the Police Department moved out of City Hall they lost some connection to the South part of town. Currently, there is a lease space available on East Sherman and due to some salary savings within the Police Department budget they can complete the placement of an East Sherman sub-station this fiscal year. Chief Clark clarified it will take approximately \$45,000 to rehabilitate the building and install security and technological enhancements.

MOTION: Motion by Evans, seconded by Miller to authorize staff to negotiate a lease agreement with Eastlake, LLC., for an East Sherman Police Sub-station and to expend monies necessary to complete the project as described.

DISCUSSION: Councilmember Miller asked if the current tenants will share the building. Chief Clark stated that there are additional offices within the complex that will continue to be leased to other tenants. The current tenant agreed to move out of the Sherman frontage to allow police to lease that space. Councilmember McEvers asked for clarification regarding how the space would be staffed. Chief Clark stated that they would have staff available to take walk-in reports. He believes that there will be a lot of walk-in traffic and they plan to be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, with officers there throughout the weekend. He will utilize existing staffing. Councilmember McEvers asked if finger printing services will be available at this location. Chief Clark clarified that personnel will be available to handle routine calls and provide immediate assistance, but no finger printing services will be at this location. Councilmember McEvers asked for clarification regarding the five-year commitment. Chief Clark stated that the five year period is the minimum time to recoup the infrastructure costs.

Motion carried.

Resolution No. 14-021

~~A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR LIFEGUARD SERVICES AT COEUR D'ALENE CITY BEACH WITH THE SALVATION ARMY - KROC CENTER.~~

Mayor Widmyer stated that this item was removed from the agenda.

Resolution No. 14-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING AN ENCROACHMENT AGREEMENT ON THE PUBLIC RIGHT-OF-WAY FOR CONSTRUCTION AND MAINTENANCE OF A WOODEN DECK STRUCTURE ON

TOP OF THE PRE-EXISTING CONCRETE WALLS LOCATED AT 801 E. YOUNG AVENUE.

STAFF REPORT: Mr. Gridley stated that the residence at 801 E. Young Avenue (a 100 year-old house) has a retaining wall that has existed for decades and encroaches into the city right-of-way. A Certificate of Occupancy for the newly constructed deck cannot be issued without an encroachment agreement. This encroachment does not interfere with the public's use of Young Avenue.

MOTION: Motion by McEvers, seconded by Adams to approve the **Resolution No. 14-022** approving an Encroachment Agreement with Stuart and Callie Cabe for 801 E. Young Avenue.

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

MOTION: Motion by McEvers, seconded by Adams, that there being no further business before the Council, this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 6:49 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

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

[Office Use Only] Amt Pd Name Chg Only
Rec No _____
Date 5/30/14
Date to City Council: 6/17/14
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service 6/20/14
Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes <input type="checkbox"/> no <input checked="" type="checkbox"/> Transfer from <u>Country Club to The Rocker Room</u> <u>(Name Change Only)</u>	\$

Business Name	<u>The Country Club, LLC dba The Rocker Room</u>
Business Mailing Address	<u>216 E. CDA AVE</u>
City, State, Zip	<u>CDA, ID 83814</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact	Business Telephone: <u>676-2582</u> Fax: <u>676-2583</u> <u>Dave Pulis</u> Email address: <u>dmpulis@hotmail.com</u>
License Applicant	
If Corporation, partnership, LLC etc. List all members/officers	<u>Jack Tawney</u> <u>Mike Lyon</u> <u>Dave Pulis</u>

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

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

[Office Use Only] Amt Pd 666.64
 Rec No 0720172
 Date _____
 Date to City Council: 06/17/14
 Reg No. _____
 License No. _____
 Rv _____

to July 2014 - Feb 28, 2015

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<u>Bulwark Barber LLC</u>
Business Mailing Address	<u>204 N. 3rd St.</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Physical Address	<u>same</u>
City, State, Zip	
Business Contact	Business Telephone: <u>208 661 3009</u> Fax: <u>None</u> Email address: <u>Tanden@bulwarkbarber.com</u>
License Applicant	<u>Bulwark Barber LLC / Tanden Launder</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Tanden R Launder - Managing member</u>

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

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

[Office Use Only] Amt Pd 133.22
 Rec No 719158
 Date 05-29-14
 Date to City Council: 06-09-14
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service November 1

Check the ONE box that applies:

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

Business Name	<u>Draft Badger Brewing, LLC</u>
Business Mailing Address	<u>1710 N 2nd Street</u>
City, State, Zip	<u>Coeur d'Alene, Id. 83814</u>
Business Physical Address	<u>1710 N. 2nd</u>
City, State, Zip	<u>Co d A, Id. 83814</u>
Business Contact	Business Telephone: <u>208 661-0840</u> Fax: _____ Email address: <u>bigbadguy@gmail.com</u>
License Applicant	<u>Darrell G. Plouhy</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>sole member Darrell G. Plouhy</u>

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/2/14
Department Name Employee Name Date

Request made by: William F Chapman 6/4-3866
Name Phone

PO Box 1118 Coeur d'Alene, ID 83816
Address

The request is for: / / Repurchase of Lot(s) Joseph T & Frances F
 / Transfer of Lot(s) from Chapman to William F Chapman

Niche(s): _____
Lot(s): 274, 284, 294, _____, _____, _____. Block: A Section: Riverview

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

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

Person making request is / / Owner / / Executor* Other* heir

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

Title transfer fee (\$ 40⁰⁰) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 719559

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes No

2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

Joseph T and Frances Chapman

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 275⁰⁰ per lot.

[Signature] 6/2/14
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.

Person making request is authorized to execute the claim: [Signature] 6-2-14
Attorney Init. Date

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

[Signature] 6/19/14
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on 6/13/14
Mo./Day/Yr.

CEMETERY SUPERVISOR shall complete the following:


Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

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

**CITY COUNCIL
STAFF REPORT**

DATE: June 17, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Cottage Grove Second Addition Subdivision: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a 46 lot residential/commercial development.

HISTORY

- a. Applicants: Herb Janhsen
Janhsen Properties, LLC
515 E. Cedar Lane
Priest River, ID 83856
Wendell Olson
Viking Construction
26005 W. Hayden Avenue
Hayden, ID 83835
- b. Location: Adjacent to West Pinegrove Dr. and Canfield Avenue.
- c. Previous Action:
 1. City Council approval of the Cottage Grove subdivision plat, November, 2008.
 2. City Council approval of the Cottage Grove First Addition plat, February, 2013.

PERFORMANCE ANALYSIS

The noted development is a re-plat of the Cottage Grove 1st Addition subdivision that was approved in February 2013. All of the infrastructure has been previously installed and accepted by the City.

FINANCIAL ANALYSIS

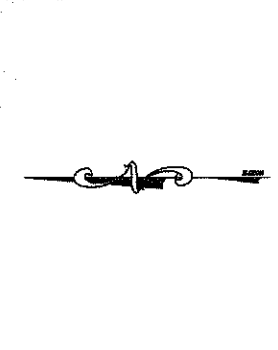
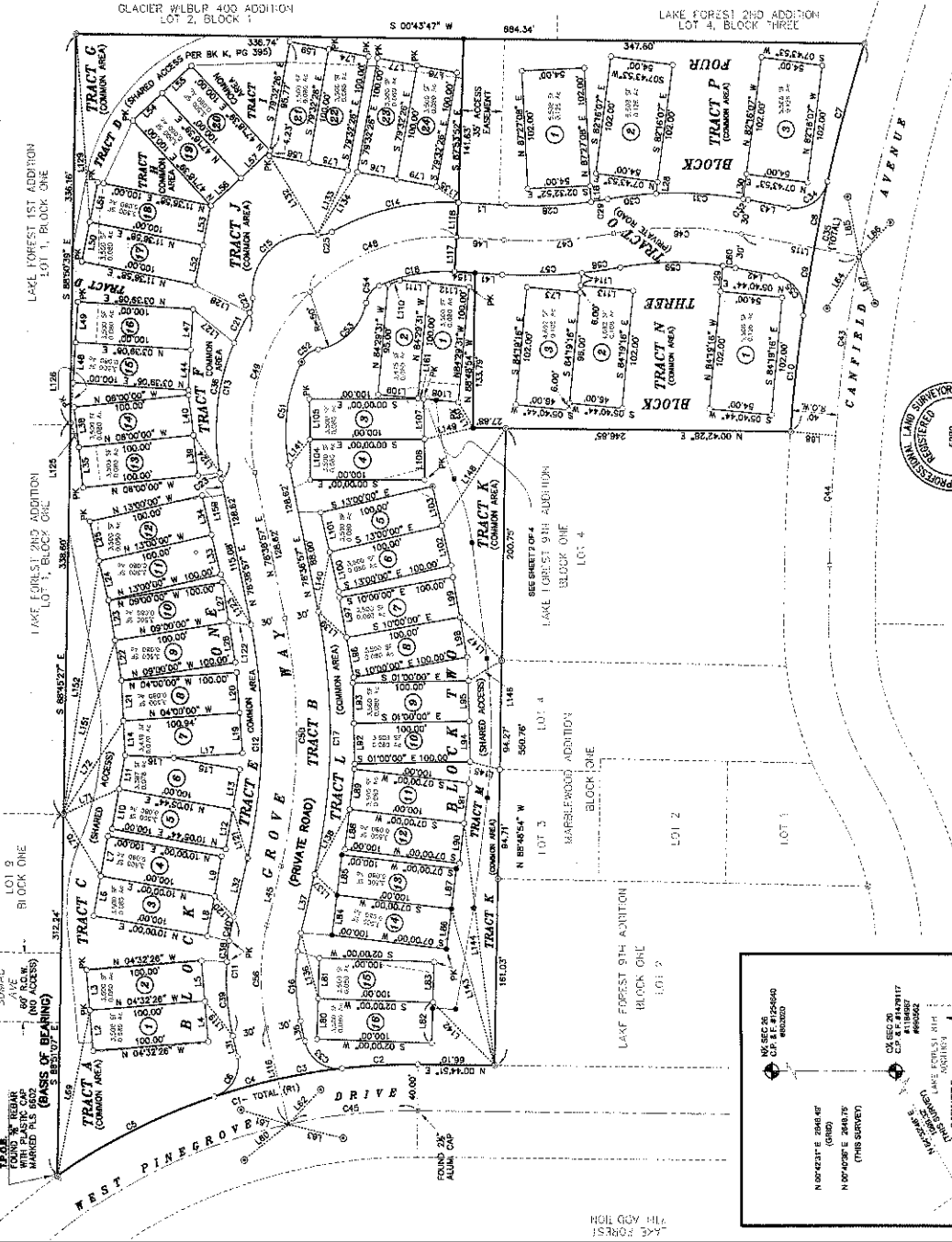
There are no financial agreements required for this development.

DECISION POINT RECOMMENDATION

1. Approve the final plat document for recordation.

COTTAGE GROVE SECOND ADDITION

A REPEAT OF COTTAGE GROVE FIRST ADDITION, RECORDS OF KOOTENAI COUNTY, BOOK K, PAGE 395,
IN A PORTION OF SEC. 26, T.51N., R.4W., B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

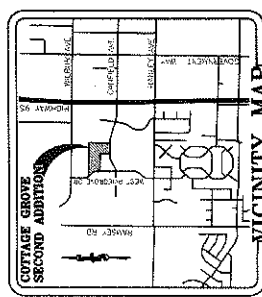


LEGEND
 (S) CORNERS AS NOTED
 (P) FOUND CAP WITH PLASTIC CAP MARKED "PLS 4507"
 (R) FOUND "X" REBAR WITH PVC CAP MARKED "PLS 5287"
 (K) FOUND PK NAIL WITH DISK MARKED "PLS 5287"
 (A) FOUND "X" REBAR WITH 1/2" ALUMINUM CAP MARKED "PLS 5287"
 (F) FOUND "X" REBAR WITH DISK MARKED "PLS 5287"
 (T) FOUND TACK WITH DISK MARKED "PLS 5287"
 (M) FOUND PK NAIL WITH DISK MARKED "PLS 5287"
 (S) SET PK NAIL WITH PVC CAP MARKED "PLS 5287"
 (R) SET PK NAIL WITH DISK MARKED "PLS 5287"
 (A) TRUE POINT OF BEGINNING

BASIS OF BEARING
 The basis of bearing for this plat is S 89° 51' 07" E. Six north one of the pole of Lake Forest 2nd Addition, Block One, Lot 1, Block One, as shown on the plat of Lake Forest 2nd Addition, Block One, Lot 1, Block One, recorded in the records of Kootenai County, Idaho, Book K, Page 395. The bearings shall be read "TO THE" clockwise as indicated in Detail "A". The bearings of section 26 and the north quarter corner of section 26 with a subsequent angle of 2° 02' 37" at the center quarter corner of section 26.

NOTE
 TRACT P AND TRACT O, GROVE WAY IS A PRIVATE ACCESS AND PUBLIC HIGHWAY SUPER EASEMENT.

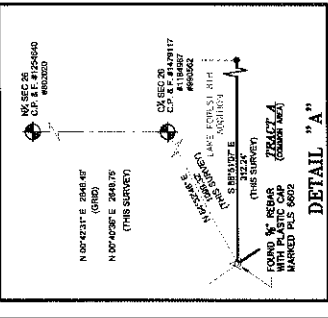
REFERENCES
 PLAT OF COTTAGE GROVE FIRST ADDITION, BOOK K, PAGE 395



SCALE 1"=50'
DATE 05/07/14
PROJECT COTTAGE GROVE SECOND ADDITION
OWNER DTI DNU
PREPARED BY L128
DATE 05/07/14
SCALE 1"=50'
DATE 05/07/14

PROFESSIONAL LAND SURVEYOR
 5789
AMANDA S. SUTANA
 5-20-14
 RUSSELL & WASSERMAN P.L.L.C.

GRAPHIC SCALE
 (IN FEET)
 1 inch = 50 ft.



FRAME & SUTANA, PA
Consulting Engineers
 800 Park 4th Street, Coeur d'Alene, Idaho, USA
 Phone: 208-765-1000 Fax: 208-765-1001
 Email: info@framesutana.com

COTTAGE GROVE SECOND ADDITION

A REPLAT OF COTTAGE GROVE FIRST ADDITION, RECORDS OF KOOTENAI COUNTY, BOOK K, PAGE 395,
IN A PORTION OF SEC. 26, T.51N., R.4W., B.M., CITY OF CORUR D'ALENE, KOOTENAI COUNTY, IDAHO

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CHORD	BEARING
C1	35.13	540.00	3270.97	N 170° 34' 30" W	262.90	N 170° 34' 30" W	262.90
C2	56.85	540.00	6302.37	N 09° 23' 14" W	56.92	N 09° 23' 14" W	56.92
C3	56.85	540.00	6302.37	N 15° 25' 48" W	56.92	N 15° 25' 48" W	56.92
C4	56.85	540.00	6302.37	N 25° 33' 38" W	56.92	N 25° 33' 38" W	56.92
C5	56.85	540.00	6302.37	N 35° 41' 28" W	56.92	N 35° 41' 28" W	56.92
C6	56.85	540.00	6302.37	N 45° 49' 18" W	56.92	N 45° 49' 18" W	56.92
C7	123.60	1080.00	12607.54	N 74° 53' 25" W	123.37	N 74° 53' 25" W	123.37
C8	56.85	540.00	6302.37	N 78° 53' 10" W	56.92	N 78° 53' 10" W	56.92
C9	56.85	540.00	6302.37	N 88° 52' 40" W	56.92	N 88° 52' 40" W	56.92
C10	101.32	1013.20	10132.00	N 89° 23' 40" W	101.30	N 89° 23' 40" W	101.30
C11	103.68	230.00	2304.41	N 89° 23' 40" W	102.80	N 89° 23' 40" W	102.80
C12	203.19	470.00	2446.14	N 89° 23' 40" W	201.81	N 89° 23' 40" W	201.81
C13	114.49	203.00	233.25	N 74° 53' 25" W	112.31	N 74° 53' 25" W	112.31
C14	114.49	203.00	233.25	N 74° 53' 25" W	112.31	N 74° 53' 25" W	112.31
C15	81.64	50.00	154.19	N 89° 23' 40" W	78.97	N 89° 23' 40" W	78.97
C16	76.63	70.00	254.84	N 89° 23' 40" W	75.99	N 89° 23' 40" W	75.99
C17	76.63	70.00	254.84	N 89° 23' 40" W	75.99	N 89° 23' 40" W	75.99
C18	76.63	70.00	254.84	N 89° 23' 40" W	75.99	N 89° 23' 40" W	75.99
C19	60.63	170.00	203.07	N 89° 23' 40" W	60.33	N 89° 23' 40" W	60.33
C20	189.29	182.87	5933.07	N 46° 52' 20" W	187.76	N 46° 52' 20" W	187.76
C21	73.31	203.00	233.25	N 62° 03' 15" W	72.29	N 62° 03' 15" W	72.29
C22	62.14	103.00	103.00	N 72° 03' 15" W	61.55	N 72° 03' 15" W	61.55
C23	5.26	200.00	1307.23	N 72° 03' 15" W	5.26	N 72° 03' 15" W	5.26
C24	57.33	197.00	1640.23	N 74° 38' 49" E	57.13	N 74° 38' 49" E	57.13
C25	43.98	30.00	832.28	N 35° 35' 46" W	43.11	N 35° 35' 46" W	43.11
C26	133.13	20.00	3736.28	N 103° 34' 00" E	129.89	N 103° 34' 00" E	129.89
C27	18.00	170.00	1700.00	N 72° 03' 15" W	17.86	N 72° 03' 15" W	17.86
C28	73.50	370.00	1122.54	N 02° 15' 25" E	73.39	N 02° 15' 25" E	73.39
C29	15.01	370.00	279.98	N 02° 15' 25" E	15.01	N 02° 15' 25" E	15.01
C30	15.01	370.00	279.98	N 02° 15' 25" E	15.01	N 02° 15' 25" E	15.01
C31	75.36	300.00	1305.96	N 03° 34' 40" E	75.00	N 03° 34' 40" E	75.00
C32	4.33	330.00	645.09	N 103° 25' E	4.33	N 103° 25' E	4.33
C33	43.98	30.00	832.28	N 35° 35' 46" W	43.11	N 35° 35' 46" W	43.11
C34	15.01	370.00	279.98	N 02° 15' 25" E	15.01	N 02° 15' 25" E	15.01
C35	442.49	1570.00	15700.00	N 72° 03' 15" W	441.36	N 72° 03' 15" W	441.36
C36	115.11	200.00	235.03	N 83° 32' 50" W	113.52	N 83° 32' 50" W	113.52
C37	70.11	174.00	2305.00	N 27° 31' 12" W	69.83	N 27° 31' 12" W	69.83
C38	14.44	230.00	1533.75	N 84° 03' 46" W	14.23	N 84° 03' 46" W	14.23
C39	14.44	230.00	1533.75	N 84° 03' 46" W	14.23	N 84° 03' 46" W	14.23
C40	21.24	230.00	517.25	N 79° 13' 32" W	21.23	N 79° 13' 32" W	21.23
C41	72.86	150.00	2749.50	N 81° 20' 30" W	72.15	N 81° 20' 30" W	72.15
C42	15.01	370.00	279.98	N 02° 15' 25" E	15.01	N 02° 15' 25" E	15.01
C43	15.01	370.00	279.98	N 02° 15' 25" E	15.01	N 02° 15' 25" E	15.01
C44	110.89	1500.00	4392.23	N 85° 33' 55" W	110.97	N 85° 33' 55" W	110.97
C45	113.89	500.00	1333.03	N 05° 54' 15" W	113.64	N 05° 54' 15" W	113.64
C46	110.72	350.00	2108.45	N 05° 18' 04" E	110.69	N 05° 18' 04" E	110.69
C47	140.55	170.00	4721.07	N 20° 14' 32" W	138.53	N 20° 14' 32" W	138.53
C48	170.41	170.00	5726.97	N 72° 35' 04" W	163.36	N 72° 35' 04" W	163.36
C49	218.15	500.00	2446.14	N 89° 23' 40" E	217.48	N 89° 23' 40" E	217.48
C50	19.25	20.00	550.00	N 35° 35' 46" W	19.25	N 35° 35' 46" W	19.25
C51	19.25	20.00	550.00	N 35° 35' 46" W	19.25	N 35° 35' 46" W	19.25
C52	19.25	20.00	550.00	N 35° 35' 46" W	19.25	N 35° 35' 46" W	19.25
C53	19.25	20.00	550.00	N 35° 35' 46" W	19.25	N 35° 35' 46" W	19.25
C54	19.25	20.00	550.00	N 35° 35' 46" W	19.25	N 35° 35' 46" W	19.25
C55	30.18	200.00	234.41	N 01° 38' 20" E	30.06	N 01° 38' 20" E	30.06
C56	30.18	200.00	234.41	N 01° 38' 20" E	30.06	N 01° 38' 20" E	30.06
C57	60.36	430.00	971.42	N 01° 38' 20" E	60.36	N 01° 38' 20" E	60.36
C58	33.88	430.00	471.98	N 08° 00' 30" E	33.97	N 08° 00' 30" E	33.97
C59	11.01	230.00	270.15	N 09° 42' 27" E	11.01	N 09° 42' 27" E	11.01


LINE	LENGTH	BEARING
L1	35.13	N 170° 34' 30" W
L2	56.85	N 09° 23' 14" W
L3	56.85	N 15° 25' 48" W
L4	56.85	N 25° 33' 38" W
L5	56.85	N 35° 41' 28" W
L6	56.85	N 45° 49' 18" W
L7	123.60	N 74° 53' 25" W
L8	56.85	N 78° 53' 10" W
L9	56.85	N 88° 52' 40" W
L10	101.32	N 89° 23' 40" W
L11	103.68	N 89° 23' 40" W
L12	203.19	N 89° 23' 40" W
L13	114.49	N 74° 53' 25" W
L14	114.49	N 74° 53' 25" W
L15	81.64	N 89° 23' 40" W
L16	76.63	N 89° 23' 40" W
L17	76.63	N 89° 23' 40" W
L18	60.63	N 89° 23' 40" W
L19	189.29	N 46° 52' 20" W
L20	73.31	N 62° 03' 15" W
L21	62.14	N 72° 03' 15" W
L22	5.26	N 72° 03' 15" W
L23	57.33	N 74° 38' 49" E
L24	43.98	N 35° 35' 46" W
L25	133.13	N 103° 34' 00" E
L26	18.00	N 72° 03' 15" W
L27	73.50	N 02° 15' 25" E
L28	15.01	N 02° 15' 25" E
L29	15.01	N 02° 15' 25" E
L30	75.36	N 03° 34' 40" E
L31	4.33	N 103° 25' E
L32	43.98	N 35° 35' 46" W
L33	15.01	N 02° 15' 25" E
L34	442.49	N 72° 03' 15" W
L35	115.11	N 83° 32' 50" W
L36	70.11	N 27° 31' 12" W
L37	14.44	N 84° 03' 46" W
L38	14.44	N 84° 03' 46" W
L39	21.24	N 79° 13' 32" W
L40	72.86	N 81° 20' 30" W
L41	15.01	N 02° 15' 25" E
L42	15.01	N 02° 15' 25" E
L43	110.89	N 85° 33' 55" W
L44	113.89	N 05° 54' 15" W
L45	110.72	N 05° 18' 04" E
L46	140.55	N 20° 14' 32" W
L47	170.41	N 72° 35' 04" W
L48	218.15	N 89° 23' 40" E
L49	19.25	N 35° 35' 46" W
L50	19.25	N 35° 35' 46" W
L51	19.25	N 35° 35' 46" W
L52	19.25	N 35° 35' 46" W
L53	19.25	N 35° 35' 46" W
L54	30.18	N 01° 38' 20" E
L55	30.18	N 01° 38' 20" E
L56	60.36	N 01° 38' 20" E
L57	33.88	N 08° 00' 30" E
L58	11.01	N 09° 42' 27" E

LINE	LENGTH	BEARING
L59	40.07	N 170° 34' 30" W
L60	56.85	N 09° 23' 14" W
L61	56.85	N 15° 25' 48" W
L62	56.85	N 25° 33' 38" W
L63	56.85	N 35° 41' 28" W
L64	56.85	N 45° 49' 18" W
L65	123.60	N 74° 53' 25" W
L66	56.85	N 78° 53' 10" W
L67	56.85	N 88° 52' 40" W
L68	101.32	N 89° 23' 40" W
L69	103.68	N 89° 23' 40" W
L70	203.19	N 89° 23' 40" W
L71	114.49	N 74° 53' 25" W
L72	114.49	N 74° 53' 25" W
L73	81.64	N 89° 23' 40" W
L74	76.63	N 89° 23' 40" W
L75	76.63	N 89° 23' 40" W
L76	60.63	N 89° 23' 40" W
L77	189.29	N 46° 52' 20" W
L78	73.31	N 62° 03' 15" W
L79	62.14	N 72° 03' 15" W
L80	5.26	N 72° 03' 15" W
L81	57.33	N 74° 38' 49" E
L82	43.98	N 35° 35' 46" W
L83	133.13	N 103° 34' 00" E
L84	18.00	N 72° 03' 15" W
L85	73.50	N 02° 15' 25" E
L86	15.01	N 02° 15' 25" E
L87	15.01	N 02° 15' 25" E
L88	75.36	N 03° 34' 40" E
L89	4.33	N 103° 25' E
L90	43.98	N 35° 35' 46" W
L91	133.13	N 103° 34' 00" E
L92	18.00	N 72° 03' 15" W
L93	73.50	N 02° 15' 25" E
L94	15.01	N 02° 15' 25" E
L95	15.01	N 02° 15' 25" E
L96	75.36	N 03° 34' 40" E
L97	4.33	N 103° 25' E
L98	43.98	N 35° 35' 46" W
L99	133.13	N 103° 34' 00" E
L100	18.00	N 72° 03' 15" W
L101	73.50	N 02° 15' 25" E
L102	15.01	N 02° 15' 25" E
L103	15.01	N 02° 15' 25" E
L104	75.36	N 03° 34' 40" E
L105	4.33	N 103° 25' E
L106	43.98	N 35° 35' 46" W
L107	133.13	N 103° 34' 00" E
L108	18.00	N 72° 03' 15" W
L109	73.50	N 02° 15' 25" E
L110	15.01	N 02° 15' 25" E
L111	15.01	N 02° 15' 25" E
L112	75.36	N 03° 34' 40" E
L113	4.33	N 103° 25' E
L114	43.98	N 35° 35' 46" W
L115	133.13	N 103° 34' 00" E
L116	18.00	N 72° 03' 15" W
L117	73.50	N 02° 15' 25" E
L118	15.01	N 02° 15' 25" E
L119	15.01	N 02° 15' 25" E
L120	75.36	N 03° 34' 40" E
L121	4.33	N 103° 25' E
L122	43.98	N 35° 35' 46" W
L123	133.13	N 103° 34' 00" E
L124	18.00	N 72° 03' 15" W
L125	73.50	N 02° 15' 25" E
L126	15.01	N 02° 15' 25" E
L127	15.01	N 02° 15' 25" E
L128	75.36	N 03° 34' 40" E
L129	4.33	N 103° 25' E
L130	43.98	N 35° 35' 46" W
L131	133.13	N 103° 34' 00" E
L132	18.00	N 72° 03' 15" W
L133	73.50	N 02° 15' 25" E

LINE	LENGTH	BEARING
L134	40.07	N 170° 34' 30" W
L135	56.85	N 09° 23' 14" W
L136	56.85	N 15° 25' 48" W
L137	56.85	N 25° 33' 38" W
L138	56.85	N 35° 41' 28" W
L139	56.85	N 45° 49' 18" W
L140	123.60	N 74° 53' 25" W
L141	56.85	N 78° 53' 10" W
L142	56.85	N 88° 52' 40" W
L143	101.32	N 89° 23' 40" W
L144	103.68	N 89° 23' 40" W
L145	203.19	N 89° 23' 40" W</

**CITY COUNCIL
STAFF REPORT**

DATE: June 17, 2014
FROM: Christopher H. Bates, Engineering Project Manager
SUBJECT: Fruit Lands Second Addition: Final Plat Approval



DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.

HISTORY

- a. Applicant: Paul Delay
CDA Enterprises, LLC
1719 S. Rocky Ridge Drive
Spokane Valley, WA 99212
- b. Location: North side of Neider Avenue between US Hwy. 95 and Fruitland Lane.
- c. Previous Action:
 1. Preliminary plat approval, Coeur d'Alene Planning Commission, April 2014.

FINANCIAL ANALYSIS

There are no financial issues or agreements with this development.

PERFORMANCE ANALYSIS

This plat serves to combine various portions of lots and associated tax parcel numbers into one defined platted lot. All of the required infrastructure has been previously installed and accepted by the City, and, all street improvements have been installed through prior building permits on the subject property.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

RESOLUTION NO. 14-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH COEUR D'ALENE NORTH HOMEOWNER'S ASSOCIATION FOR CITY OWNED PROPERTY; ISLES OF TROY, LOT 1, BLOCK 2, URD LAKE DISTRICT 1997, SECTION 14, TOWNSHIP 50N, RANGE 4 WEST; APPROVING A LEASE OF CITY-OWNED PARKING LOTS TO THE COEUR D'ALENE CHAMBER OF COMMERCE ON THE 4TH OF JULY; APPROVING A LEASE AGREEMENT WITH FATBEAM, LLC FOR FIBER TO 1424 E. SHERMAN AVENUE; AND APPROVING A LEASE AGREEMENT WITH EASTLAKE, LLC FOR RENTAL OF 1424 E. SHERMAN AVENUE FOR THE POLICE DEPARTMENT SUB-STATION.

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

- A) Approving a Lease Agreement with Coeur d'Alene North Homeowner's Association for city owned property; Isles of Troy, Lot 1, Block 2, URD Lake District 1997, Section 14, Township 50N, Range 4 West;
- B) Approving a Lease of City-owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July;
- C) Approving a Lease agreement with Fatbeam, LLC for fiber to 1424 E. Sherman Avenue;
- D) Approving a Lease Agreement with Eastlake, LLC for rental of 1424 E. Sherman Avenue for the Police Department Sub-Station;

AND;

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

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

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

DATED this 17th day of June, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LEGAL DEPARTMENT
Staff Report

DATE: June 9, 2014
FROM: Judy House, Claims/Risk Mgr
SUBJECT: Leasing of City owned Lot 1, Block 2, Isles of Troy to Coeur d'Alene North Homeowner's Association

DECISION POINT:

To lease a City owned piece of property described as Isles of Troy, LT 1 Blk 2 URD Lake District 1997 Section 14 Township 50N Range 04W to Coeur d'Alene North Homeowner's Association (HOA) for \$10.00 per year for 25 years, with the option to renew.

HISTORY:

The property in question is owned by the City and is located at the intersection of Northwest Blvd. and Lakeside Ave. and was purchased in 1991. The City contracted to provide an access easement to the Mudge Building across the lot and the owner requested a no-build easement in lieu of the required access easement which allowed the owner to place windows on the first floor of its proposed development. This was granted in 2013.

This property currently has the access easement for the driveway to the Coeur d'Alene North (1997), the 2013 no build easement as well as a seawall.

We have been working with Nancy Stricklin, Commercial Vice President for the Coeur d'Alene North HOA, to do a property exchange; however, cannot find a suitable piece of property that would be beneficial to the City for the trade.

The Mayor and Council may, by resolution, authorize the lease of any real or personal property not otherwise needed for city purposes, upon such terms as the City Council determines may be just and equitable. (§50-1407)

FINANCIAL ANALYSIS:

While this is not a substantial dollar amount, the funds would be placed into the general fund. There is no cost to the City. The HOA would pay the 25 year lease rate total up front in one payment

PERFORMANCE ANALYSIS:

The revenue generated would go to the general fund.

DECISION POINT/RECOMMENDATION:

To lease City owned Block 2, Lot 1, Isles of Troy to Coeur d'Alene Homeowner's Association for 25 years at \$10.00 per year for a total of \$250.00.

GROUND LEASE

THIS GROUND LEASE is made as of the 17th day of June, 2014, between City of Coeur d'Alene, a political subdivision of the state of Idaho (“Landlord”) and Coeur d'Alene North Homeowners Association, Inc., and Idaho non-profit corporation, (“Tenant”).

1. Definitions.

The following terms as used in this Ground Lease shall have the meanings hereinafter set forth:

1.1 “Landlord”: City of Coeur d'Alene, whose address is: 710 E. Mullan Avenue, Coeur d'Alene, ID 83814

1.2 “Tenant”: Coeur d'Alene North Homeowners Association, Inc., whose address is: 301 1st Street, Coeur d'Alene, ID 83814

1.3 “Leased Premises”: That certain real property located in the city of Coeur d'Alene, more particularly described as:

Lot 1 Block 2, Isles of Troy Subdivision, in the City of Coeur d'Alene, Kootenai County, Idaho, recorded at Book J Page 183 in the records of the Kootenai County Recorder.

2. Term.

Landlord leases and Tenant rents the Leased Premises for a term of twenty five (25) years.

3. Rent.

Tenant agrees to pay Landlord rent in the amount of Ten dollars (\$10.00) per year payable at the time of execution of this Ground Lease by both parties.

4. Landlord’s Title.

4.1 Landlord covenants that Landlord is the holder of fee simple title to the Leased Premises and has full right and authority to make this Ground Lease.

4.2 Landlord covenants that Tenant shall have quiet and peaceful possession of the Leased Premises and enjoy all of the rights granted herein without interference from Landlord, anyone acting by, through or under Landlord, or anyone having title paramount to Landlord. Landlord covenants that there shall be no mortgage, deed of trust or other lien or encumbrance on the Leased Premises prior to this Ground Lease or prior to the recorded Memorandum of this Ground Lease. In the event Landlord encumbers the Leased Premises with a mortgage, deed of trust or other lien or encumbrance, Landlord shall cause its lender to execute a subordination, nondisturbance and attornment agreement in form acceptable to Tenant and shall cause the same to be recorded.

4.3 The parties hereby agree that any breach of the provisions of this Article 4 shall be deemed material and that in such event, Tenant may cancel this Ground Lease in accordance with Section 11.4.

5. Use of the Leased Premises.

5.1 Tenant acknowledges that Landlord owns and maintains a flood protection device (“seawall”) on the Leased Premises. Tenant will not modify the Leased Premises or the seawall in a manner that will interfere or otherwise impair the ability of the seawall to serve its intended function. Notwithstanding any other provision of this agreement, the parties specifically agree that the Landlord may enter the Leased Premises at any time, without notice Tenant, to maintain or operate the seawall in a manner that the Landlord, in its sole discretion, deems necessary. In the event that Landlord determines that the seawall is no longer necessary, Landlord will notify Tenant in writing of that determination and Tenant may remove the seawall at its own expense.

5.2 Tenant agrees that it rents the Leased Premises subject to all conditions, covenants and easements of record and agrees that it will not violate or otherwise impair any recorded condition, covenant or easement.

6. Taxes, Utility Charges, Etc.

6.1 Tenant agrees to pay all real property taxes, if any, and assessments on the Leased Premises for the period this Ground Lease is in effect, with taxes and assessments to be prorated to the first and last days of the term. In the event that any taxes or assessments levied or assessed against the Leased Premises become due and payable during the term of this Ground Lease and may be legally paid in installments, Tenant may pay such tax or assessments in installments and shall be liable only for those installments prorated to the first and last days of the term. Tenant shall have the right to contest the amount or validity of all or any part of the taxes and assessments which Tenant is required to pay pursuant to this Ground Lease. Any refund of any taxes or assessments Tenant has paid pursuant to this Ground Lease shall belong to Tenant, and Landlord agrees to pay the same to Tenant promptly in the event payment thereof is initially made to Landlord.

6.2 Tenant agrees to pay all charges for electricity, gas, water, sewer, garbage, telephone and other utility services used by Tenant on the Leased Premises during the term of this Ground Lease.

6.3 Except as otherwise specifically provided for in this Lease, Tenant shall, at its sole cost and expense, keep and maintain the Leased Premises, including sidewalks, landscaping and driveways located on or adjacent to the Leased Premises, in good order and condition and repair, reasonable wear and tear and casualty damage excepted, and shall suffer no waste with respect thereto; provided, however, that Tenant shall have no obligation to re-build any Tenant improvements on the Leased Premises that are damaged or destroyed and in the event of any damage or destruction to the Tenant improvements on the Leased Premises, Tenant may demolish and remove such improvements. Landlord has no responsibility to maintain or pay for any part of the maintenance or replacement of the Leased Premises.

7. Indemnification.

Tenant, during the term of this Ground Lease, agrees to indemnify, defend and hold harmless Landlord from any and all liability, damages, expenses (including reasonable attorney’s fees and reasonable attorney’s fees on any appeal), causes of action, suits, claims or judgments arising from injury to person or property on the Leased Premises caused by Tenant, except if caused by the willful or negligent act of Landlord or Landlord’s agents or employees.

8. Assignment and Subletting.

Tenant may not assign this Ground Lease without the written consent of the Landlord.

9. Default.

9.1 Either party shall be deemed to be in default only upon the expiration of ninety (90) days (thirty (30) days in the event of failure to pay money) from the receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Ground Lease unless that party, prior to the expiration of said ninety (90) days, has rectified the particulars specified in the notice. However, such party shall not be in default if such failure (except the failure to pay money) cannot be rectified within said ninety (90) day period and such party is using good faith and commercially reasonable efforts to rectify the particulars.

9.2 If the defaulting party is Tenant, Landlord may, upon ninety (90) days prior written notice to Tenant, (i) terminate this Ground Lease and re-enter the Leased Premises, or (ii) re-enter the Leased Premises without terminating this Ground Lease and sublet the whole or any part thereof, for the account of Tenant, upon as favorable terms and conditions as the market will allow. In the latter event, (a) Landlord shall have the right to collect any rent which may thereafter become due and payable under such sublease and to apply the same first, to the payment of any expenses incurred by Landlord in dispossessing Tenant and in subletting the Leased Premises, and second, to the payment of the Rent herein reserved and to the fulfillment of Tenant's other covenants hereunder, and (b) Tenant shall be liable for amounts equal to the several installments of Rent as they would under the terms of this Ground Lease become due, less any amounts actually received by Landlord and applied on account of rent as aforesaid.

9.3 If the defaulting party is Landlord, Tenant may incur any expenses necessary to perform the obligation of Landlord as specified in such notice and may deduct such expenses from the rents thereafter to become due.

9.4 If the default of Landlord is material, Tenant may also cancel this Ground Lease.

9.5 The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. The performance of each and every covenant and agreement by Landlord contained in this Ground Lease is a condition precedent to the right to collect rents or enforce this Ground Lease.

9.6 In addition to the remedies set forth in this Ground Lease, Landlord and Tenant shall have all other remedies provided by law or statute to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Landlord or Tenant shall exclude any other remedy herein or by law provided, but each shall be cumulative.

10. Compliance with Laws.

Tenant agrees not to violate any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Leased Premises. Tenant may contest the validity of any such law, ordinance, rule or regulation but shall indemnify and hold Landlord harmless against the consequences of any violation thereof by Tenant.

11. Notices.

11.1 Any notice provided for herein or desired hereunder shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Leased Premises is located. All notices to Landlord or Tenant shall be sent to the person and address set forth below:

Landlord: City Administrator
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

Tenant: Coeur d'Alene North Homeowners Association Inc.
301 1st Street
Coeur d'Alene, ID 83814

The address to which notices are to be given may be changed at any time by either party by written notice to the other party. All notices given pursuant to this Ground Lease shall be deemed given upon receipt.

11.2 For the purpose of this Ground Lease, the term “receipt” shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to Section 13.1 as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 10.1, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

11.3 Landlord and Tenant agree that a copy of all notices given hereunder shall also be given to such other persons and addresses as Landlord or Tenant may designate in writing to the other party.

12. Attorneys’ Fees.

If either party to this Ground Lease initiates or defends any legal action or proceeding with the other party in any way connected with this Ground Lease, the prevailing party in such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party its reasonable costs and attorneys’ fees (including its reasonable costs and attorney’s fees on any appeal). If either party to this Ground Lease initiates or defends litigation with a third party because of the violation of any term, covenant, condition or provision of this Ground Lease, or obligation of the other party to this Ground Lease, then the party so litigating shall be entitled to reasonable attorneys’ fees and costs (including its reasonable costs and attorney’s fees on any appeal) incurred in connection with such litigation from the other party to this Ground Lease. In addition a party entitled to attorneys’ fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and the discovery, travel, and all other necessary costs incurred in such litigation. All such costs and fees shall be deemed to have accrued on commencement of any such legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

13. Article Headings.

The article headings of the Ground Lease are inserted only for reference and do not affect the terms and provisions hereof.

14. Rights of Successors.

All of the rights and obligations under this Ground Lease shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

15. Sale of Property.

15.1 If Landlord determines to sell all or any part of the Leased Premises, if Tenant is not the successful buyer and the property is sold to a third party, such sale shall be made subject to this Ground Lease and shall be binding on the Landlord's successors and assigns.

15.2 Prior to Landlord offering the Leased Premise for sale, exchange or conveyance to any other party, the Tenant shall have the first right of refusal to acquire the property through whatever legal means are available at that time.

15.3 The Tenant shall have the right to acquire the Leased premises at any time during the term of this Lease if Tenant locates an exchange property that the Landlord, in its sole discretion, determines has an equivalent value to the Landlord_or if there is a change in the state law that would allow the direct purchase without bidding.

16. General Provisions.

16.1 All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

16.2 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Ground Lease, Landlord and Tenant shall each have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Ground Lease.

16.3 If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

16.4 This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

16.5 In construing the provisions of this Ground Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

16.6 The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

16.7 This Ground Lease shall be construed under and governed by the laws of the state of Idaho.

EXECUTED as of the date first above written.

LANDLORD:

TENANT:

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

**COEUR D’ALENE NORTH HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Steve Widmyer, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
 :SS
County of Kootenai)

On this ___ day of ___, 2014, before me, a Notary for the state of Idaho, personally appeared _____ known , or identified to me to be the _____, of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 17th day of June, 2014, before me, a Notary for the state of Idaho, personally appeared **Steve Widmyer and Renata McLeod** known, or identified to me to be the Mayor and City Clerk, of the City of Coeur d'Alene, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at:
Commission Expires:



FINANCE DEPARTMENT
Staff Report

DATE: June 4, 2014
FROM: Troy Tymesen, Finance Director, and Liaison to Parking Commission
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

In the past the City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. This proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned parking spaces from the City for \$7.00 per space, the current fee for an event parking space. It is anticipated that this lease will generate in excess of \$5,310.00 to the City's parking fund. The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for multiple traffic flaggers. This would be the fifth year of this partnership.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$15.00 for event parking the gross income to the Chamber should exceed \$5,310.00 which would be used to defray the cost of the community fireworks display. This proposal includes the following parking lots: Museum, Memorial Field and the gravel area, Independence Point, 4th and Coeur d' Alene as well as the upper Library lot, the paved lot south of City Hall and the lower City Hall parking lot bordering McEuen Field.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for the community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT:

To lease the City owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.



CITY OF COEUR D'ALENE

City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2300
www.cdavid.org

June 17, 2014

Mr. Steve Wilson, Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Wilson:

Pursuant to City Council Resolution number 14-023, approved on June 17, 2014, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed city parking lots for July 4, 2014:

- Paved lot south of City Hall and the lower City Hall parking lot bordering McEuen Field
- Independence Point lot
- Museum lot
- Memorial Field lot, and gravel area
- 4th & Coeur d'Alene lot
- Coeur d'Alene Public Library

The term of the lease shall be 24 hours, starting at midnight on July 3, 2014 and ending at midnight July 4, 2014.

The rental amount for the lease shall be \$7.00 per space payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2014.

The lessee agrees that it will charge no more than \$15.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Steve Widmyer, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Renata McLeod, City Clerk

Date: _____

Date: _____

**CITY COUNCIL
STAFF REPORT**

DATE: June 17, 2014
FROM: Kirk Johnson – Information Systems Division
SUBJECT: Fatbeam Fiber Optic Cable Installation and Lease Agreement

=====

DECISION POINT:

Approval of the Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC. This agreement would connect the cities fiber network to the proposed Police Substation at 1424 E. Sherman Ave.

HISTORY:

The Police department relies on high speed, reliable network connections to provide the best possible service to the citizens of Coeur d Alene. It is vital to successful record keeping, and reporting. The growing use of video and photos in day to day activities by our officers has increased the need for more bandwidth to all locations that may be aggregating this information back to our digital evidence retention systems. A wireless connection would not be a feasible option due to line of sight being obscured by trees. Wireless has also proven to be less reliable than fiber.

Fatbeam provides a similar leased fiber segment to Fire Station 3.

FINANCIAL ANALYSIS:

The estimated cost to construct a city owned fiber optic conduit pathway, and accompanying fiber was approximately \$37,132. The proposed lease has a monthly reoccurring cost of \$500, and a one-time installation fee of \$995, on a five year term.

PERFORMANCE ANALYSIS:

Fiber is the only available connection method that will provide the reliability and bandwidth needed for successful day to day use of the proposed Police Substation. Our existing Police substation at 4th and Foster typically sends 55 Gigabytes of information in a 24 hour period. Fiber is the only available connection medium that can transmit the expected amount of data in a reasonable time.

DECISION POINT/RECOMMENDATION:

Approve the Fiber Optic Cable Installation and Lease Agreement with Fatbeam.

Fiber Optic Cable Installation and Lease Agreement

[60 Months]

This fiber optic cable lease agreement ("the Agreement") is made and entered into June 4, 2014 (the "Effective Date"), with a start date of August 1, 2014 between Fatbeam, LLC, Inc., with its principal offices located at 971 S Clearwater Loop Post Falls, Idaho, 83854 (hereinafter known as "Fatbeam") and City of Coeur d'Alene, ID _____, with its principal offices located at 710 E. Mullan Ave. Coeur d'Alene, ID 83814 (hereinafter called "Customer") and collectively called "Parties."

RECITALS

WHEREAS, Customer wishes to lease dark fiber from Fatbeam; and

WHEREAS, Fatbeam is willing to install and provide dark fiber optic communications technology to Customer;

NOW, THEREFORE, in consideration of the mutual covenants in this Contract and other just and adequate considerations, the Parties, their successors, and assigns do hereby agree as follows:

Article 1

SCOPE OF AGREEMENT

1.1 This Contract is for the installation of the Dark Fiber service to the facilities identified herein, and for the Lease of such Dark Fiber for the Term. The Term shall begin post installation and upon customer acceptance of fibers.

1.2 Fatbeam agrees to install and Lease to Customer, and Customer agrees to Lease from Fatbeam, two (2) strands of single-mode fiber optic cable together with appurtenant hardware and telecommunications equipment (collectively, the "Dark Fiber") to provide fiber optic connectivity to and between the following locations: 1424 E. Sherman Ave. Coeur d'alene, ID 83814 and the existing splice vault location approximately 100 feet east of Coeur d'Alene Avenue and 5th Avenue Coeur d'Alene, ID 83814 (individually a "facility" and collectively, the "facilities").

Article 2

INSTALLATION, MAINTENANCE AND ACCEPTANCE

2.1 **Demarcation Points.** As used in this Agreement, "Demarcation Points" shall be defined as the connection points between the Fatbeam-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment ("Demarcation Points"), generally a fiber distribution panel located within a secure communications equipment room within the facility. The Parties prior to construction shall mutually agree upon the specific location of the Demarcation Points within the facility identified in Section 1.1 above.

2.2 **Installation and Fee.** Except for such specialized construction as defined in Section 2.4 below, Fatbeam shall provide all labor, materials and equipment required to install the Dark Fiber between the Demarcation Points described in Section 2.1. Installation shall be performed on a mutually agreed-upon schedule. This installation will include a fiber optic patch panel at the Customer facility. For the installation services described herein, the Customer shall pay a one-time installation fee of Nine-Hundred and Ninety-Five Dollars _dollars (**\$995.00**).

2.3 **Payment for Installation.** Customer agrees to pay the Installation Cost described in 2.2 based on the following schedule:

One hundred percent (100%) of the Installation Cost will be due and payable upon completion of the installation

2.4 **Customer Responsibilities.** Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, fiber optic cable, and other peripheral equipment required by Customer to interconnect with the Dark Fiber and with other fiber and/or copper telecommunications cable located on Customer's side of the Demarcation Points at the Customer facility. In addition, the Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required on the Customer's property including, but not limited to, the installation of new conduit or core drilling. The Customer shall also be solely responsible for obtaining all rights-of-way from Customer's property line to the Demarcation Point.

2.5 **Maintenance of Service.** As part of the services provided under this Agreement, Fatbeam shall provide all maintenance services on Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment not located on Customer's property, as well as routine scheduled maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment located on Customer's property on Fatbeam's side of the Demarcation Points, at no cost to Customer. It should be noted that Dark Fiber is an un-monitored service. In the case of a fiber cut, or any event-requiring repair Fatbeam shall respond within 4 hours of the initial notification of the service outage. Furthermore as an un-monitored service Fatbeam wishes to work with the Customer once the fiber is lit and request certain access to alarms such that Fatbeam's Network Operations Center be notified and properly record such events. All other maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment (i.e., repairs required due to cable cuts, fires, or other acts of third parties or Force Majeure events) located on Customer's property on Fatbeam's side of the Demarcation Points shall be provided by Fatbeam to Customer at the rates set forth in Section 5.4 below. In the event Fatbeam is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Fatbeam's services, Fatbeam reserves the right to charge the Customer for said maintenance services at the rates set forth in Section 5.4 below.

2.7 **Fiber Acceptance Procedures.** Prior to commencement of the Term of this Agreement as defined in Article 4, below, Fatbeam shall perform a light meter test of the Dark Fiber circuit to verify that circuit performance to and between the Locations identified in Article 1.2 above is within industry specifications for calculated loss budget ("Fiber Acceptance Testing") and shall, upon receipt of Customer's written request therefore, promptly provide Customer with a certified report of such test results. If Fatbeam provides the test results to Customer, Customer shall provide Fatbeam with a written notice accepting (or rejecting by specifying the defect or failure in the Fiber Acceptance Testing that is the basis for such rejection) the Dark Fiber. If the Customer fails to notify Fatbeam of its acceptance or rejection of the final test results with respect to the Dark Fiber within three (3) days after Customer's receipt of such notice, Customer shall be deemed to have accepted the Dark Fiber. The date of such notice of acceptance (or deemed acceptance) of the Dark Fiber shall be the "Acceptance Date" for the Dark Fiber. In the event of any good faith rejection by Customer, Fatbeam shall take such action reasonably necessary and as expeditiously as practicable to correct or cure such defect or failure.

Article 3 LEASE

3.1 Fatbeam agrees to exclusively Lease to Customer, and Customer agrees to exclusively Lease from Fatbeam, the Dark Fiber between the Demarcation Points identified in Sections 1.1 and 2.1, for the Initial Term specified below and for any extensions thereof (collectively, the "Term") and in accordance with the other terms and conditions stated in this Agreement.

Article 4
LEASE TERM

4.1 The initial non-cancelable term of this Lease shall commence upon completion of the installation, and shall remain in effect for a period of 60 Months (the "Initial Term"). Thereafter, this Lease shall automatically be extended for a single, additional 60 Month extensions (the "Renewal Term") at the then-current Fatbeam rates, unless Customer gives Fatbeam written notice of Customer's election to terminate the Lease at the end of the Initial Term, which notice must be delivered to Fatbeam not less than ninety (90) days prior to the expiration of the Initial Term. If both parties wish to continue the lease of the Dark Fiber following the expiration of the Renewal Term, Customer agrees to notify Fatbeam of its desire to continue to lease the Dark Fiber, and the Parties agree to thereafter conduct good faith negotiations to develop a new Lease Agreement to replace this Agreement. During any negotiations between the Parties, the Lease Payment shall remain unchanged; provided, however, in the event such a new Lease Agreement is not agreed to and signed within fifteen days before the expiration of the Term, Customer's lease of the Dark Fiber shall end upon the expiration of the Term.

Article 5
LEASE PAYMENT AND OTHER CHARGES

5.1 In consideration for the Dark Fiber to be provided by Fatbeam pursuant to this Agreement, Customer agrees to make monthly lease payments ("Lease Payments") to Fatbeam. It is agreed that Customer's obligation to pay Lease Payments shall begin on the first day of the month following the installation and continue until the end of the Term. Customer understands that the Initial Term of this Lease is non-cancelable, and, therefore, Customer's obligations for Lease Payments continue through the entire Initial Term, regardless of Customer's actual usage of the Dark Fiber. The amount of each Lease Payment shall be in accordance with the schedule set forth in Section 5.2 below.

5.2 The Lease Payment obligation, due on the first day of each month, shall be Five-Hundred dollars (\$500.00), excluding applicable sales and use tax, for the 60 month Initial Term and, if extended beyond the Initial Term in accordance with Section 4.1, for the Renewal Term.

5.3 **Taxes.** In addition to the Lease Payments and other charges pursuant to Article 5 due under this Agreement, Customer shall pay amounts equal to its share of any taxes, duties, and impositions resulting from this Agreement for any activities hereunder, exclusive of taxes based upon Fatbeam's net income.

5.4 Lease Payments, and any other payments shall be mailed or delivered to the following billing address:

Mailing Address (for payment purposes only):

Fatbeam, LLC
971 S Clearwater Loop
Post Falls, ID 83854

5.5 **Maintenance Charges.** Charges for maintenance work performed by Fatbeam personnel during the Term that is billable to Customer under Section 2.5, shall be billed to Customer at the following per person rates:

Normal Business Hours
(8 am to 5 pm M-F PST)

Non-Business Hours

Minimum call out charge

(1 st hour, each mobilization)	\$250.00_/hr	\$ 300.00 /hr
Additional hours	\$ 150.00 /hr	\$ 200.00 /hr

In addition, Fatbeam will charge, and Customer agrees to pay, for all of Fatbeam's out of pocket costs for any subcontractor support and material required for any maintenance work that is billable to Customer under Section 2.5. Prior to commencing billable maintenance work, Fatbeam will make a good faith attempt to obtain Customer approval to the estimated maintenance cost.

**Article 6
LEASE STATUS**

6.1 The Parties intend that this Agreement shall operate as a "lease", as defined by Oregon law. Fatbeam's Dark Fiber shall not be construed to result in the transfer of title to any part of the Dark Fiber to Customer or in the creation of a "security interest" within the meaning of Oregon law. Customer disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by Fatbeam between the Demarcation Points as a fixture. Any materials, equipment, fiber optic cable and other personal property shall remain Fatbeam's personal property even though it is installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Fatbeam installed between the Demarcation Points. Customer shall keep Fatbeam's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, the above-mentioned taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Fatbeam, Fatbeam shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Fatbeam herein to remedy a breach of this Agreement.

**Article 7
OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

7.1 Moves, adds, and changes of, to, and affecting the Dark Fiber, which are requested by Customer, shall be provided by Fatbeam at the then-current time and material rates, with payment terms of 50% due upon Customer approval of cost estimate, and the balance is payable upon completion of the work.

7.2 Customer agrees to assume full and complete control, responsibility, and liability for the content and signals transmitted through the Dark Fiber by its employees, customers, agents, and invitees, and Customer further assumes all liability from any third party claims, suits, or disputes over the such content and signals.

7.3 Fatbeam and Customer agree that the Fatbeam Dark Fiber shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. Customer and Fatbeam agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

**Article 8
FORCE MAJEURE**

8.1 In the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, and civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if Customer or Fatbeam is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any

applicable law, regulation, rule, or policy, then the obligation of Fatbeam to provide services and/or the obligation of the Customer to accept and pay for services hereunder shall be suspended during the period of such disability.

Article 9 LIMITATION OF LIABILITY AND DISCLAIMER

9.1 FATBEAM MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE DARK FIBER, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of the Customers system equipment or services shall relieve the Customer of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

9.2 Customer's sole and exclusive remedies for breach or non-performance of this Agreement, by Fatbeam shall be, at Fatbeam's election, re-performance and/or repair or replacement by Fatbeam of any defective services, or of any defective Dark Fiber or equipment provided in connection with the services, or the refund of any compensation actually paid to Fatbeam by the Customer during the period of such breach or non-performance. Fatbeam will in no event be liable for consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Dark Fiber, services or equipment. In no event shall Fatbeam be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Dark Fiber, services or equipment. Fatbeam's liability to the Customer, for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to Fatbeam under this Agreement.

9.3 It is expressly understood that Fatbeam's Dark Fiber may be routed through various city, county, state and/or other third party road rights-of-way and under franchise with city, county, state and/or other third parties, and that these parties shall be made a third-party beneficiary of the limitations of liability stated in Article 9.2 above.

Article 10 DEFAULT AND REMEDIES

10.1 Any of the following shall constitute an event of default: (a) Customer fails to pay any Lease Payment or any other amount owed to Fatbeam within thirty (30) days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with Fatbeam and fails to cure such breach within thirty (30) days after written notice; (c) any representation or warranty made by Customer hereunder or in any other instrument provided to Fatbeam by Customer proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (e) Customer becomes insolvent or fails generally to pay its debts as they become due; (f) Customer voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Fatbeam fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails to cure such breach within thirty (30) days after written notice.

10.2 In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all Lease payments and other amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Oregon law; (d) proceed by court action to enforce performance of this

Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

Article 11
MISCELLANEOUS

11.1 Assignment. Nether party may assign or sublease this Agreement or any interest, payment, or rights hereunder without the prior written consent of the other party, provided that Fatbeam may assign this Agreement without consent to a parent, affiliate, or subsidiary, or to a successor in interest which acquires the stock or assets of Fatbeam.

11.2 Prohibited Employment: The parties shall prohibit any individual from working at the facility if such individual has pled guilty to or been convicted of any felony crime involving the physical neglect of a child, the physical injury or death of a child, sexual exploitation of a child, sexual offenses where a minor is the victim, promoting prostitution of a minor child or violation of similar laws. Any failure to comply with this section shall be grounds for immediate termination of this Agreement.

11.3 Indemnification and Hold Harmless. Each party to this Agreement is responsible for its own acts and omissions and the acts or omissions of its officers, employees, and agents. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim, demand, suit, or cause of action (hereinafter called "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a Party in successfully enforcing the indemnification provisions of this paragraph shall be paid to the Party against whom the provision was enforced.

11.4 Insurance. During the term of this Agreement, Fatbeam shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with RCW Title 51.

General Liability Insurance (or general liability coverage through membership in a self-insured risk management pool), on an occurrence basis, with a combined single limit of not less than \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate for bodily injury and property damage. Such coverage shall include premises and operations, independent contractors, products and completed operations, personal injury and property damage liability, and contractual liability coverage for the indemnity obligations provided for under this Agreement.

There shall be no cancellation, material change, or reduction of limits or intent not to renew such coverage(s) without thirty (30) days' written notice to the Customer.

[Remainder of page intentionally blank – Signature pages next]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Fatbeam, LLC

Customer:

By: Robert S. Scully
(Authorized Signature)

City of Coeur d'Alene, ID

By: _____
(Authorized Signature)

Robert Scully
(Printed Name)

(Printed Name)

Account Manager
(Title)

(Title)

6/4/2014
(Date)

(Date)

LEASE AGREEMENT

This Lease Agreement effective the ____ day of _____, 2014, by and between Eastlake L.L.C., hereinafter referred to as "LESSOR," and The City of Coeur d'Alene, a municipal corporation of the State of Idaho (Coeur d'Alene Police Department), hereinafter "LESSEE."

In consideration of mutual covenants contained herein, the parties agree as follows:

1. The LESSOR agrees to lease a portion of a certain building and land located at 1424 Sherman, Coeur d'Alene, County of Kootenai, State of Idaho, more particularly described as: Suite 600 (formerly Suite 500), consisting of 864 square feet, and an additional 176 square feet of the former entrance area common to the building, now to be assigned to Suite 600, the "unit," together with the joint use with other tenants of the parking lot (four spaces will be specifically designated for LESSEE), common hallways, restrooms, and common kitchen.

2. **Term.** LESSOR leases the above premises to LESSEE, and LESSEE agrees to lease the premises from LESSOR for a period of five (5) years, commencing on the 1st day of July 2014, and terminating on the 30th day of June 2019. Notwithstanding the term hereof, LESSOR authorizes LESSEE to come upon the premises for the installation of certain tenant improvements, including without limitation security devices (doors), cameras, and fiber optics, without fee from the 23rd day of June to the date of commencement.

3. **Rent.** Rent shall be paid in monthly installments, in advance, on the 1st day of each month during the term of this Lease. LESSEE shall make all rental payments to LESSOR at the following address: 1424 Sherman Avenue, Suite 300, Coeur d'Alene, Idaho, or as otherwise directed from time to time by LESSOR. In the event the LESSEE is more than five (5) days late in making a payment due thereunder, then a late fee in the amount of TEN PERCENT (10%) of the monthly rental installment shall also be due LESSOR from LESSEE.

LESSEE shall pay LESSOR the monthly lease fee of ONE THOUSAND FORTY DOLLARS (\$1,040.00) per month on or before the 1st day of each month, plus tenant improvements (the installation of a doorway and accouterments to create the additional ONE HUNDRED SEVENTY-

SIX (176) square feet referenced in Item 1 above, estimated cost THREE THOUSAND DOLLARS (\$3,000.00), plus relocation of current tenant's fees (currently estimated not to exceed \$90.00 from Frontier for communications removal and replacement), and tenant costs for relocating (not to exceed FIVE HUNDRED DOLLARS (\$500.00), together with an annual increase equivalent to the CPI (Consumer Price Index) for the western region or FIVE PERCENT (5%) per annum, whichever is lesser.

4. ***Security Deposit/Last Month's Rent.*** LESSEE shall not deposit any sums as security, nor last months rent.

5. ***Alterations, Additions and Improvements.*** The LESSEE shall make no alterations, additions or improvements to the premises without first obtaining written consent of the LESSOR. All alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building, or change the purposes for which the building, or any part thereof, may be used. All alterations, additions or improvements are conditioned upon the following:

(a) Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction of the same, and all work shall be performed in accordance therewith.

(b) If LESSOR'S taxes or insurance premiums increase due to LESSEE'S alteration, LESSEE shall be responsible to LESSOR for the same.

(c) All alterations, additions, and improvements on or in the premises at the commencement of the term of this Lease, and that may be erected or installed during the term of this Lease, shall become a part of the lease premises and the sole property of the LESSOR, except that all movable personal property and trade fixtures installed by LESSEE shall be and remain the property of the LESSEE.

It is agreed that LESSOR, may at its option, make such alterations, additions or repairs or improvements to the premises, which LESSOR deems necessary or advisable for the preservation or improvement thereof.

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6. ***Maintenance and Repairs.*** LESSOR shall be responsible for the maintenance and repairs of the heating and air conditioning systems and also maintain and keep in a good state of repair, the exterior, roof and structural components of the premises. LESSEE shall, at all times, use all reasonable precaution to prevent waste, damage or injury to the premises and shall keep in a good state of repair, the premises occupied by LESSEE, including the costs of any janitorial services within the "Unit." LESSEE shall also be jointly responsible for the use and maintenance of any burglar/fire alarm systems within the premises (with other co-tenants). LESSOR shall be responsible for snow removal, cleaning of the parking lot and common areas including janitorial and maintenance in said common areas.

Primary access for the LESSEE is restricted to the Sherman Avenue entrance door for all business, guests, and invitees. The LESSEE'S staff may enter through any of the appropriate entrance/exit doors of the premises. **LESSEE shall not knowingly allow any act which compromises the safety of other tenants within the building, the environmental integrity of the premises, or any threats to person or property.**

7. ***Signs.*** LESSEE shall post no markers or signs on or about the premises without the consent of the LESSOR. LESSOR shall maintain a lighted sign box adjacent to the building (located in the parking lot), however LESSEE may place no signage upon said lighted sign box. LESSEE may install a sign not to exceed four feet by eight feet (4'x8') (the design and appearance of which is subject to the approval of LESSOR prior to installation), said four feet by eight feet sign maximum shall be located in the lawn area close to the corner of 15th Street and Sherman Avenue, so long as said sign does not interfere with traffic, or cause an obstruction to sight distances for traffic on 15th Street and Sherman Avenue. LESSEE may also place lettering upon the "door window" of the entry door to the building facing Sherman Avenue, provided, however, such lettering shall be subject to approval by the LESSOR prior to placement. LESSEE may also place lettering upon the window adjacent to the entry door to Suite 600. No lettering may be placed on exterior windows. No other signs are authorized, and further, any signs proposed to be installed upon the premises must be first approved in writing (schematics of the same provided to the LESSOR) before placement.

8. **Use of Premises.** LESSEE shall occupy the premises for the purpose of locating a police department substation. LESSEE may not use the premises for "holding" prisoners/detainees/arrestees. The use shall further be restricted to the uses generally described on Exhibit A, attached hereto and hereafter incorporated by reference as if fully set forth herein.

LESSEE shall not use, occupy or permit that the premises to be used for any unlawful, disreputable, or other hazardous purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. LESSEE shall comply with all Federal, State, County and City Statutes, Ordinances, Rules and Regulations concerning the use of the premises.

9. **Risk of Loss and Insurance.** LESSOR shall insure the building for such amount as they deem necessary or reasonable, LESSOR shall be entitled to all the insurance proceeds in the event of a loss. LESSEE shall bear the risk of loss of any of LESSEE'S personal property, business assets (including records), or trade fixtures, and LESSEE may obtain and be entitled to the proceeds of, any insurance which LESSEE deems necessary or desirable. LESSEE shall be responsible for, and promptly replace at LESSEE'S expense, any glass windows which become broken or cracked during the term of this Lease, due to the acts LESSEE'S OR LESSOR'S guests or invitees and such replacement shall be with like or better quality window than now exists.

LESSEE shall procure and maintain in force, at LESSEE'S expense during the term of this Lease, and any extension hereof, liability insurance under which policy LESSOR is also named insured. Such coverage shall be adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring on or about the premises as described herein and a minimum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person injured and THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one (1) accident (aggregate), and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage. If LESSEE is self-insured, LESSEE shall provide proof of self-insurance with sufficient coverage to meet the terms and conditions of this paragraph.

10. **Destruction of Premises.** In the event of a total destruction of the premises, this Lease shall terminate immediately. In the event of a partial destruction of the premises from any

cause, LESSOR, may at its option, repair the same with due diligence, provided that such repairs can be made within sixty (60) days. Any partial destruction shall neither null nor void this Lease should LESSOR elect to repair the premises within said sixty (60) day period, provided that the LESSEE shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of the repairs shall interfere with the business carried on by LESSEE.

11. ***Access to the premises, signs posted by LESSOR.*** LESSOR shall have the right to inspect the premises at reasonable times, and the right to enter thereon whenever reasonably necessary to exercise any right or privilege of the LESSOR hereunder, and also to show the premises to prospective buyers or prospective tenants. LESSOR have the right at any time to post the usual "For Rent" signs on the building and the "unit," if vacated or within ninety (90) days of the end of the term of this Lease. The right to inspect the premises at reasonable times shall be with prior notice to the LESSEE, unless notice is not possible (i.e., fire or other catastrophe).

12. ***Agreements and Subordination.*** The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the premises, and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder. This Lease and all rights of LESSEE shall be subject and subordinate to the lien of any and all mortgages, deeds of trust, or contracts that may now or hereafter affect the premises, or any part thereof, until any and all renewals, modifications, or extensions of such mortgages, deeds of trust, or contracts have been retired. LESSEE shall, in the future, execute any and all subordination instruments as may be requested by LESSOR to carry out the provisions of this paragraph.

13. ***Assignments or sub lease.*** LESSEE shall not sublet, mortgage, pledge, assign, or encumber this Lease, or any part thereof, or permit the premises to be used or occupied by others, without the prior written consent of LESSOR. If LESSOR consents to an assignment or sub lease of the premises, or any part thereof, LESSEE shall not be released from the obligation or duty hereunder should such assignee or sub tenant fail to perform the provisions hereof.

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14. **Taxes and Utilities.** LESSOR shall pay all the real property taxes and assessments levied or assessed against the premises. LESSEE shall promptly pay all personal property taxes and assessments which are levied or assessed with respect to LESSEE'S property on the premises if any taxes there be (LESSEE is a governmental entity). LESSEE shall be responsible for and pay all of utility charges which accrue as a result of LESSEE'S use of the premises which are the following: Natural gas and electricity. LESSEE has been advised that Suite 600 shares the utilities account (Avista Utilities for natural gas and electricity) with Suite 200. LESSOR shall maintain said account with Avista Utilities, and upon receipt of utility statement shall provide a copy of the same on a quarterly basis to LESSEE. LESSEE shall be responsible to reimburse LESSOR upon presentment of the utilities statement on a quarterly basis, by LESSOR to LESSEE of said utilities statements, and the adjustment as hereinafter provided, and LESSEE shall reimburse to LESSOR its proportionate share of said utilities statements within fifteen (15) days. As to LESSEE'S proportionate share of said utilities LESSOR has agreed with the LESSEE of Suite 200 based upon a one year's previous history of billings for said utilities, that the tenant of Suite 200 shall pay the sum of ONE HUNDRED DOLLARS (\$100.00) per month as and for reimbursement of said utilities, based upon an average of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) per year total cost, and LESSEE shall be responsible for any excess above the same ONE HUNDRED DOLLARS (\$100.00) per month paid by the tenant of Suite 200. In the event of an increase in electricity fees, or natural gas fees, upon the request of LESSEE the proportionate allocation between Suite 600 to be occupied by LESSEE and Suite 200 shall be reexamined and recomputed. LESSEE shall be responsible for their telecommunications utilities.

15. **Indemnity.** To the fullest extent allowed by law, LESSEE shall indemnify LESSOR against any and all expenses, liabilities and claims of every kind, including reasonable attorney's fees, by any person or entity which arises out of:

- (a) Failure of LESSEE to perform any of the terms or conditions of this Lease;
- (b) Any act or omission of LESSEE, LESSEE'S agents or business invitees;
- (c) Any injury or damage happening on or about the leased (Suite 600) premises;

- (d) Failure to comply with any law of any governmental authority;
- (e) Any mechanics liens, security interest, judgment or other lien or encumbrance filed or recorded against the Lease premises, or any part thereof, because of LESSEE'S acts or omissions.

16. **Condemnation.** If eminent domain proceedings result in the condemnation of a part of the premises, but which leave the remainder of the premises usable by LESSEE for the purposes of LESSEE'S business, then this Lease shall not terminate. The rental for the remainder of the Lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of the LESSEE. LESSEE hereby assigns to LESSOR any claim LESSEE may have for compensation or damages as a result of any condemnation.

17. **Default and LESSOR'S Remedies.** Time is of the essence and the performance of all provisions of this Lease. In the event that LESSEE breaches any terms thereof, then LESSOR may give written notice to cure such breach in a five (5) day period and if not so timely cured, then LESSOR may resort to the remedies provided herein below. Such notice shall be in writing and either personally delivered to LESSEE or sent by certified mail, postage prepaid, return receipt requested, to LESSEE: specifically, 710 E. Mullan (City Clerk), Coeur d'Alene, Idaho 83814. Such notice shall be deemed to have been given at the time it is deposited in the United States mail or personally served. LESSOR may immediately declare default and resort to their remedies without the giving of a notice if LESSEE shall vacate or abandon the premises, or if a dangerous or ultra hazardous activity or condition exists on the premises due to LESSEE'S act or omission which places the premises in immediate peril. In the event that LESSEE fails to cure a default within the time period allowed hereinabove, then LESSOR may cancel and terminate this Lease, or at LESSOR'S option, declare the Lease forfeited and reenter and retake possession, and relet the premises, or any part thereof, for any term without terminating this Lease. If LESSOR chooses not to terminate the Lease, then LESSEE shall be liable and responsible to LESSOR for any unpaid rent after first deducting any rental monies received per reletting of the premises, plus all expenses of reletting, including cleaning, repair, new locks, and any attorney's fees incurred as a result of such

default. If, at the time of reentry, LESSEE still has personal property or trade fixtures on the premises, LESSOR may, at LESSOR'S option, consider such property abandoned and dispose of the same at the expense of LESSEE, or at LESSOR'S option, store the property in a warehouse or otherwise at the expense of LESSEE.

18. ***Termination for Non-Appropriation.*** Notwithstanding any provision of this Agreement to the contrary, the LESSEE may terminate this Agreement without any penalty, cost, or limitation should LESSEE'S City Council fail to appropriate funds specifically for this Lease in any annual budget during the term of this Agreement. Should LESSEE fail to appropriate funds, LESSEE will provide LESSOR sixty (60) days' written notice at the address contained in Section 3 prior to terminating this Agreement. Notice will be deemed received by LESSOR three (3) business days after the notice of termination has been deposited in the United States Mail, postage prepaid, or upon actual delivery to LESSOR, whichever occurs first. Following notification, LESSEE will vacate and return the leased premises to the LESSOR as if the full term of this Agreement had ended.

19. ***Holding over.*** At the termination of this lease, without a written agreement extending the same, the continued occupancy of the LESSEE shall be deemed a month to month tenancy (calendar month).

20. ***Miscellaneous provisions:***

(a) The failure of the LESSOR to insist on strict performance of any term or condition hereof shall not be deemed a waiver of any subsequent breach or default for any term or condition hereof.

(b) In the event either party commences an action against the other for claim breach hereof, the prevailing party shall be entitled to costs as awarded by the Court including reasonable attorney's fees.

(c) This Agreement shall be governed by and construed in accordance with the Laws of the State of Idaho.

(d) This Lease contains the entire Agreement between the parties and shall not be terminated or modified except by written instrument assigned by the parties.

(e) This Lease and the terms and the conditions hereof are binding upon the heirs, personal representatives, successors and assigns of the parties.

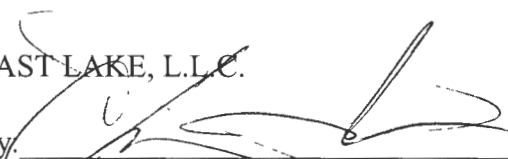
(f) A Memorandum of this Lease Agreement may be filed with the Kootenai County Recorder's Office.

(g) The premises leased hereby and all interior common areas are "smoke free", that is no smoking is allowed on said premises or within the building in which said premises are situate.

(h) In the event tenant is not in breach of the terms and conditions of this Agreement, then in that event at the expiration of the term, tenant shall have an automatic right to renew this Lease, subject to negotiation of the rental payment specifically referencing any increases in the Consumer Price Index for the Northwest (adjusted from the inception date of this lease) . Said option will be for a period not to exceed five (5) years.

ENTERED into this ____ day of _____, 2014, effective the 1st day of July, 2014 (LESSOR may consent to early possession/move if agreed by LESSOR and LESSEE).

LESSOR:

EAST LAKE, L.L.C.
By: 
(MANAGING MEMBER)

LESSEE:

The City of Coeur d'Alene

By: _____
STEVE WIDMYER, Mayor

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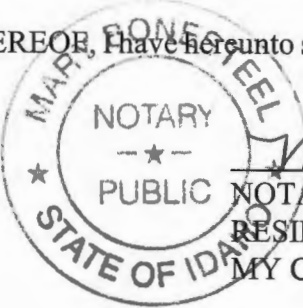
Attest:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 10th day of June, 2014, before me, the undersigned Notary Public in and for said state, personally appeared Charles M. Dodson, known or identified to me to be a Managing Member of Eastlake LLC and known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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


A circular notary seal for Mary Bonustal, Notary Public for Idaho, State of Idaho. The seal contains the text: "MARY BONUSTAL", "NOTARY", "--*--", "PUBLIC", and "STATE OF IDAHO".
Mary Bonustal
NOTARY PUBLIC FOR: IDAHO
RESIDING AT: Hayden
MY COMMISSION EXPIRES: 10/30/19

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2014, before me the undersigned Notary Public, personally appeared Steve Widmyer, known or identified to me to the Mayor of The City of Coeur d'Alene, municipal corporation of the State of Idaho, whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of The City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

NOTARY PUBLIC FOR IDAHO
RESIDING AT:
MY COMMISSION EXPIRES:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2014, before me the undersigned Notary Public, personally appeared Renata McLeod, known or identified to me to the City Clerk of The City of Coeur d'Alene, municipal corporation of the State of Idaho, whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of The City of Coeur d'Alene

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.

NOTARY PUBLIC FOR IDAHO
RESIDING AT:
MY COMMISSION EXPIRES:

EXHIBIT A

Scope of purpose-

East Sherman Avenue identified as the district between 8th and Sherman to 23rd and Sherman and 4 blocks North and South in each direction is a mix of businesses, residential, bars, restaurants, retail, government operations, and non-profit entities that service the homeless population. Crime mapping in this area statistically shows "High Crime". This is due to several factors but most prominently it is a business district with lots of activity during both the daytime and evening hours. It is also a gateway to Interstate 90 for interstate travel, and CDA Lake Drive that is host to numerous outdoor activities.

The placement of a police sub-station in this district would provide for increased visibility, quicker response times, and act as a deterrent to crime. These crimes are typically trespass on private property, disturbing the peace, alcohol and drug offenses, psychological issues, welfare checks due to alcohol incapacitation, battery, and theft. Placing officers in this district will allow for quicker response times.

The Professional Building at 1424 Sherman has been identified as a good location for the sub-station. We are proposing a 5-year lease. The primary use of the facility is as office space for police and civilian employees to work out of on a daily basis. The Department is proposing to keep the office open during business hours and closed to the public in the evening hours. Officers would still have access to the facility in the evening, and would utilize the offices to complete their work assignments.

The facility is not intended to be used for incarceration of suspects. Any person placed under arrest will be in constant control of the officers and will be transported to the jail in a very short period of time.

Officers and civilians will interact with the public for report taking and interviewing purposes. Interrogations are normally performed at the police department in the detective division. This facility is not a preferred location for investigative interrogations.

Civilian volunteers (our COPS program) may also work out of the facility from time to time. They are uniformed personnel who drive a marked car identifying them with the City of Coeur d'Alene. Their duties include towing abandoned vehicles, and issuing parking citations for violations. The overall purpose of the establishing a sub-station is

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for more immediate response to criminal activity and general call for service from the public.

Proposed additions-

Due to the anticipated use of the facility by the officers and public it would be beneficial to the landlord to install a wall with a door or a gate mechanism in the hallway outside the main office door. This would deny access to the rest of the facility to the public and ensure other tenants more privacy. The Police Department at their expense proposes tinting all if the windows associated with their identified office space.

Technology upgrades and signage-

The Police Department assumes responsibility for fiber upgrades to the site. The Department is also responsible for all signage that identifies the sub-station. The Police Department proposes placing a large sign (4'x8') in the grassy area near the south-west corner of 15th and Sherman Ave. A door sticker with police insignia would also be placed on the entry door.

The Police Department will assume responsibility for installing a notification system (buzzer) that can be utilized by the public. The Police Department assumes the responsibility of installing a call box near the entry door for use by the public in emergencies.

ANNOUNCEMENTS

Memo to Council

DATE: June 12, 2014

RE: Appointments to Boards/Commissions/Committees

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

TINA JOHNSON NATURAL OPEN SPACE COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Chenoa Dahlberg, NOSC Staff Support

OTHER BUSINESS

**GENERAL SERVICES AND PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 4, 2014
FROM: CDA 2030 Project Management Team
SUBJECT: City adoption of CDA 2030 Community Vision, Strategies and Implementation Plan

=====

DECISION POINT:

Should the City pass a resolution adopting the CDA 2030 Community Vision, Strategies and proposed Implementation Plan?

HISTORY:

CDA 2030 started with the need to update the CDA 2020 plan that was completed in November 2000. The CDA 2020 plan was very successful in creating a community vision that ultimately resulted in such projects as the Kroc Center, public art, downtown revitalization, trails, etc. By late 2012 however, there was a sense that a new, positive plan for the future of our community was needed.

Beginning in January 2013 a proposal to create a 2030 plan was endorsed by City Council, LCDC, a Community Advisory Committee (CAC) comprised of 30 community leaders, and several hundred citizens who attended public meetings. Since June 2013 CDA 2030 has held public meetings, conducted surveys, interviews and solicited public opinion on the community's ideas for the future of Coeur d'Alene.

CURRENT STATUS:

CDA 2030 has finished the data gathering from the community and the Vision Drafting Committee has written the Community Vision Statement and supporting Strategies (see attached). Following that, the community Implementation Planning Team has been meeting to finish the initial version of the Vision Implementation Plan (VIP). The Community Vision, Strategies and Implementation Plan are all based on information provided by thousands of citizens over the past 12 months. The proposed VIP contains very specific action items (some small and easy "wins" and some big and hard "game-changers") along with identifying lead partners that will enable the community's goals and vision to be accomplished. These VIP action items will be tested and prioritized by a scientific public survey prior to "finalizing" the VIP. CDA 2030 recognizes that the specific action items that are intended to achieve the community's goals will continue to evolve as the lead partners work with the community to achieve the goals of the community's vision. A matrix of the currently proposed city led VIP action items is attached.

FINANCIAL ANALYSIS:

Passing a resolution adopting the CDA 2030 Community Vision, Strategies and proposed Implementation Plan will have no immediate financial impact on the city. One of the primary goals and benefit of adopting these items would be that the city would have a

roadmap or set of guidelines that could be consulted when making decisions. Similar to the city's Comprehensive Plan, the decision makers at the city could refer to the Vision documents to analyze whether a proposed action is consistent with the community's vision for the future.

Action items that are led by the city may have costs attached to them that will be worked through with the involved departments and supporting partners as the action items are evaluated for implementation.

Additionally, although not part of this request, CDA 2030 anticipates that the city will continue to be a partner with other community members in the ongoing financial support of the CDA 2030 Visioning Project.

PERFORMANCE ANALYSIS:

CDA 2030 has attempted to facilitate a planning process through which the community creates a shared vision for its future and begins to make it a reality. There are five key characteristics of the visioning process: 1) *understanding the whole community*; 2) *reflecting core community values*; 3) *addressing emerging trends and issues*; 4) *envisioning a preferred future*; and, 5) *promoting local action*.

Experts have recognized that community visioning: 1) brings community members together in a uniquely different context to consider their common future; 2) encourages the community to explore new ideas and possibilities; 3) creates a shared sense of direction and a framework for future community decisions; 4) produces a process that results in concrete goals and strategies for action; 5) enriches public involvement by expanding the terms and scope of civic engagement; 6) fosters new leadership in citizens who have not been previously active in public life; 7) promotes active partnerships among government, business, civic, and nonprofit organizations; and, 8) strengthens community cohesion and "social capital."

Additionally, most, if not all, successful cities and companies engage in strategic visioning and planning for the future. To remain a top-tier community and be competitive in the future, Coeur d'Alene must listen to the community's dreams and visions and take concrete steps to achieve them.

CDA 2030 believes that the adoption of the community Vision Statement, Strategies and Implementation Plan by the city will help the city achieve the goals of the community and pay back the resources invested many times over.

DECISION POINT/RECOMMENDATION:

It is recommended that the city pass a resolution adopting the CDA 2030 Community Vision, Strategies and proposed Implementation Plan.

RESOLUTION NO. 14-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE CDA 2030 COMMUNITY VISION STATEMENT, STRATEGIES AND IMPLEMENTATION PLAN.

WHEREAS, the CDA 2030 Project Management Team recommended to the General Services Committee and the Public Works Committee at their June 9th, 2014 meetings the adoption of the CDA 2030 Community Vision Statement, Strategies and Implementation Plan; and

WHEREAS, the General Services Committee and the Public Works Committee have recommended that the CDA 2030 Community Vision Statement, Strategies and Implementation Plan, which is attached as Exhibit "A", be considered by City Council for adoption; and

WHEREAS, the Mayor and City Council of the City of Coeur d'Alene have determined that it is in the best interests of the City of Coeur d'Alene, Kootenai County, Idaho that the CDA 2030 Community Vision Statement, Strategy and Implementation Plan be adopted. NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the CDA 2030 Community Vision Statement, Strategy and Implementation Plan is adopted.

BE IT FURTHER RESOLVED, that the City Clerk is directed to retain one copy of the plan on file.

DATED this 17th day of June, 2014

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 ADAMS Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

_____ was absent. Motion _____.



OUR COMMUNITY VISION

The Visioning Process:

The Coeur d'Alene 2030 Visioning Project is a participatory public process focused on an inclusive community conversation - one that respects different perspectives and builds collaboration based on an open, constructive dialogue and sound, relevant information.

Through public forums and workshops, our website and social media, community surveys, interviews and focus groups, residents have expressed their ideas for our future and help create a vision for greater Coeur d'Alene - defined as the city of Coeur d'Alene and surrounding areas.

While building on past visioning processes, CDA 2030 represents the first-ever sustained visioning effort for greater Coeur d'Alene, backed by a broad base of public support, exploring comprehensive range of issues of concern to citizen and designed to support the local community as they plan for the future.

The Community Vision presents the results from the first half of the CDA 2030 visioning process. Organized around six themes and incorporating 43 specific strategies for change, the CDA 2030 vision reflects input of thousands of individuals and organization from diverse backgrounds and perspectives.

When complete, CDA 2030 vision stands ready to inform, guide and motivate leaders and citizens in undertaking initiative that will bring our vision to reality. To provide a sense of direction for the future, these vision statements are a confirmation of the community's shared values and goals, to guide future decisions.

Our Community Vision will be open for public comment until February 12, 2014. For question, comments and inquires, please email CDA 2030's project manager, Nicole Kahler at nicole@CDA2030.org or call 208-415-0112 to speak to her directly.

OUR COMMUNITY VISION:

In 2030, greater Coeur d'Alene is the vibrant heart of North Idaho. Our community continues to enjoy a spectacular lakeside setting and has unparalleled access to nature and recreation. We have preserved our small town character and heritage, strengthening our neighborhoods while improving our downtown and commercial districts. Our area remains affordable and has expanded economic opportunity by providing competitive wage jobs for our diverse workforce, professionals, and innovators produced by our excellent, comprehensive educational system. Our interconnected community is well planned, and continues to manage its growth, development and transportation, while protecting our open spaces, environment and natural resources. Our community's aspirations are achieved by its engaged citizens with collaboration between the public and private sectors. We are proud of our values and committed to our future and the legacy we celebrate.

COMMUNITY & IDENTITY

COMMUNITY & IDENTITY VISION:

In 2030, greater Coeur d'Alene is a thriving, affordable community with a distinct small-town feel and welcoming, friendly atmosphere. We celebrate and preserve our city's unique features, heritage, and traditions. CDA has a wide variety of cultural events and activities, as well as public places where community members gather and interact. Community and volunteer organizations work together to maximize our resources. We honor and value all people by promoting tolerance and respect. Citizens are well informed and involved in community affairs, and our public officials maintain an ongoing dialogue to guide their decisions and actions.

STRATEGIES FOR ACHIEVING OUR VISION:

Public Places - Encourage the development of public places throughout Coeur d'Alene (CDA), where community members gather and interact.

Informed Citizens & Government – Ensure CDA's citizens are well informed, responsive and involved in community affairs; utilize citizens' input to provide direction and inform the decisions and actions of public officials.

Affordable Community – Make CDA affordable for all income groups, including low-income citizens, disabled, elderly and young families.

Community-Based Collaboration – Increase coordination and collaboration among CDA government, nonprofits, and volunteer and community organizations, maximizing resources for the betterment of the community.

Small-Town Feel – Enhance the CDA community's friendly, welcoming atmosphere, and its small-town feel through government, community groups and organizations working together.

Community History & Heritage – Support programs that preserve CDA's historical collections, key community features, cultural heritage, and traditions.

Honoring People - Honor CDA's growing social and cultural diversity, promoting tolerance and respect for all people through education and awareness.

Expanded Cultural Activities - Greatly expand CDA's calendar of cultural festivals, activities and events, with diverse, accessible, affordable attractions.

EDUCATION & LEARNING

EDUCATION & LEARNING VISION:

In 2030, greater Coeur d'Alene's schools are nationally recognized for innovation, well-trained teachers, demanding curricula, exceptional literacy, and culturally- and globally-aware graduates. PreK-12 education has achieved stable sources of funding, ensuring excellent facilities, small class sizes, and the best technology. Our schools prepare students for professional and leadership positions in the community, as well as for skilled jobs in the region's economy. Our universities partner to offer greater educational options through combined campus, classroom, research and scholarship resources, and are actively involved in community affairs. Opportunities for lifelong learning abound, fostering mastery of new skills, academic enrichment, mentoring, and personal growth.

STRATEGIES FOR ACHIEVING OUR VISION:

Stable PreK-12 Funding – Acquire and maintain a stable source of funding for PreK-12 education in Coeur d'Alene (CDA) to ensure well-qualified teachers, small class sizes, technology, facilities, resources, curricula and programs for students.

Workforce Training – Develop state-of-the-art programs and facilities for workforce training in CDA, producing well trained, highly skilled workers for the region's economy.

Youth Leadership & Professional Development – Encourage youth leadership and professional development in CDA by creating programs to prepare young people for leadership positions in the community.

Educational Excellence – Attain recognition of the CDA area school system as top in the nation, known for its innovation, well-trained teachers, demanding curricula, exceptional literacy, and culturally and globally aware graduates.

Enhanced University Partnerships – Enhance partnerships among CDA's local universities, offering an expanded number of degrees, increased diversity in graduate level education options with combined campus, classroom, research and scholarship resources to meet the growing needs of the region.

Lifelong Learning Opportunities – Create abundant opportunities for lifelong learning in CDA, fostering mastery of new skills, academic enrichment, mentoring programs and personal growth.

Higher Education-Community Collaboration - Actively involve CDA's colleges and universities in community affairs, applying their combined academic resources to help address local needs and issues.

ENVIRONMENT & RECREATION

ENVIRONMENT & RECREATION VISION:

In 2030, greater Coeur d'Alene has protected its lakes and rivers, even as our city has grown. Waterways and shorelines remain our community's distinctive feature. We have preserved open spaces and natural areas, and enhanced the urban forest that beautifies and naturalizes our city. An integrated trail systems connects walkers, runners and bicyclists to parks, recreational facilities, and open spaces. We have expanded recreational facilities and increased opportunities for our youth to connect with nature. Coeur d'Alene's sustainability programs and watershed planning protect its natural resources. Our residential and commercial recycling rates are among the highest in the nation.

STRATEGIES FOR ACHIEVING OUR VISION:

Lake and River Enhancement – Improve and enhance lake and river habitat and riparian environments in Coeur d'Alene (CDA); maintain waterways and shorelines that are distinctive features of the community.

Open Space Protection – Preserve significant open spaces, natural areas and habitat in and around the city, incorporating stronger protections into CDA area planning and policies.

Urban Forest Enhancement – Protect and enhance CDA's urban forest, including wooded areas, street trees, and heritage trees that beautify neighborhoods and naturalize the city.

Watershed Planning – Adopt a comprehensive watershed plan to protect and improve natural resources in CDA.

Integrated Trail System – Complete an integrated trail system for walkers, runners and bicyclists that connects to local parks and recreational facilities, open spaces, and other destinations.

Recreational Facilities – Improve and expand facilities that provide recreational opportunities, sporting activities and events for CDA residents and visitors.

Increased Recycling - Expand recycling programs and facilities area wide to achieve residential and commercial recycling rates that are among the highest in the nation.

Sustainability Programs and Activities - Promote green building, renewable energy sources and environmentally friendly approaches to landscaping by expanding local government sustainability programs, services, and education.

Connecting Youth with Nature - Increase opportunities for CDA youth to experience and understand the natural environment.

GROWTH & DEVELOPMENT

GROWTH & DEVELOPMENT VISION:

In 2030, greater Coeur d'Alene uses its comprehensive plan to guide and direct future growth and development. We have further improved downtown as a regional center and developed vibrant neighborhood centers, where residents can walk or bike to cafes, shops, services and jobs. Coeur d'Alene has a 'multi-modal' transportation and street system that facilitates traffic flow, connections between neighborhoods and pedestrian and bicycle routes and lanes. Public transportation connects all parts of the region with convenient, affordable, environmentally-friendly service. Innovative planning and good design have increased the supply of affordable housing. We continue to preserve our historical community treasures.

STRATEGIES FOR ACHIEVING OUR VISION:

Transportation Improvements - Complete a comprehensive 'multi-modal' program of transportation and street improvements, facilitating traffic flow, connections between neighborhoods, and safe, accessible pedestrian and bicycle routes and lanes.

Small Neighborhood Centers – Enhance existing neighborhoods and develop new neighborhood centers in Coeur d'Alene (CDA) where residents can walk or bike to cafes, shops, daily services, and jobs.

Vibrant Downtown - Continue to improve downtown Coeur d'Alene, allowing it to serve the region with diverse opportunities for shops, restaurants, and housing, as well as businesses, government and education.

Public Transportation System - Provide a convenient, affordable, environmentally friendly public transportation system that includes covered transit stops to connect all parts of the region.

Affordable Housing - Increase CDA's supply of affordable housing through available land, innovative planning, good design, and increased density where appropriate.

Comprehensive Growth & Development Plan - Use CDA's comprehensive plan to guide and direct future growth and development, while protecting architecturally and historically significant buildings, open spaces, environment, and natural resources.

HEALTH & SAFETY

HEALTH & SAFETY VISION:

In 2030, greater Coeur d'Alene is one of the safest, healthiest cities in the nation. We promote community health and wellness through education and awareness, prevention, environmental health and safety measures, recreational activities, and active lifestyles. We provide programs and facilities where youth can gather, connect and participate in safe, healthy social activities. Police, fire and emergency services in Coeur d'Alene are fast and reliable, with excellent training, personnel, equipment and facilities. Medical and mental health services meet the needs of our growing population. Our government, business and community groups collaborate to provide programs and services for our at-risk and vulnerable populations.

STRATEGIES FOR ACHIEVING OUR VISION:

Thriving Youth – Provide safe programs and facilities for CDA youth to gather, connect and take part in healthy social activities and youth-centered endeavors.

Comprehensive Medical Services – Expand comprehensive medical and mental health services in CDA to further meet the needs of its growing population.

Responsive Police, Fire and Emergency – Deliver exceptional police, fire and emergency personnel, services, equipment and facilities in CDA to support fast, reliable emergency services enhanced by regional cooperation.

Universal Design – Encourage incorporation of universal design (disabled and elder-friendly access) into new construction through local governments and businesses working together.

Community Health & Wellness – Promote community health and wellness in Coeur d'Alene through education, awareness, prevention programs, recreational activities, and active lifestyles, and environmental health and safety measures.

Special Needs Housing – Ensure special needs populations in CDA, including the elderly and mentally- and physically-disabled, secure safe, affordable, accessible housing that meets their basic needs and income levels.

Serving At-Risk Populations - Provide responsive programs and services for all at-risk and vulnerable populations in CDA through the collaboration of local government, business, and community groups.

JOBS & ECONOMY

JOBS & ECONOMY VISION:

In 2030, greater Coeur d'Alene has diversified our employment base for a better-educated workforce and expanded its skilled labor pool for new and emerging businesses and industries. We have living wage jobs to support our population, offering all residents opportunities to achieve a fundamental quality of life. Coeur d'Alene is known for its proactive, innovative business climate, with supportive regulations, essential infrastructure, and available land for development. We have targeted a diverse range of industry clusters, including aviation, high technology, medical products and services, recreation, and sustainable industries. We support our existing and emerging small businesses with information, lending programs, and technical assistance.

STRATEGIES FOR ACHIEVING OUR VISION:

Living Wage Jobs – Produce living wage jobs to support Coeur d'Alene's population, offering all residents opportunities to achieve a fundamental quality of life.

Skilled Labor Pool – Work with economic development groups and workforce training programs to expand CDA's skilled labor pool for new and emerging businesses and industry.

Support for Small Business – Promote and support existing and new small businesses area wide with information, lending programs, technical assistance, and other resources.

Proactive Business Climate – Cultivate a proactive business climate in CDA, with supportive government regulations, essential infrastructure, and available land for commercial and industrial development.

Diversified Employment – Greatly diversify CDA's employment base, with competitive wage jobs that provide professional and career development opportunities for a better-educated workforce.

Business Development – Develop a comprehensive program to recruit, retain and expand a diverse range of business and industry clusters in CDA, including high technology, aviation/aerospace, medical products/services, recreational, and sustainable industries.

Vision Focus Area: Community & Identity

Vision Focus Area: Community & Identity							
Strategy 1: Public Places – Encourage the development of public places throughout CDA, where community members gather and interact.							
				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
1.2	Living Streets & Pop-Up Parks Policy - Adopt a “living streets” policy and “pop-up parks” policy to create short term solutions to providing public spaces for events and activities.	City of Coeur d’Alene	Kootenai County				
Strategy 2: Informed Citizens & Government – Ensure Coeur d’Alene citizens are well informed, responsive and involved in community affairs; utilize citizens’ input to provide direction and inform the decisions and actions of public officials.							
				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
2.1	City Public Information Officer - Employ a Public Information Officer to provide uniform information to the public regarding general city business, projects, and services.	City of Coeur d’Alene					
2.2	City Social Media - Promote efforts to utilize Social Media (e.g., Facebook, Twitter) and other media to disseminate community information to more citizens.	City of Coeur d’Alene	City of Coeur d’Alene Information Technology (IT), Dept., Nonprofits, community groups, Coeur d’Alene School District				
2.3	Hot Topics List - Create a “Hot Topic” list of the ten most relevant greater CDA topics. When governments or organizations are going to discuss these topics they will notify the Public Information Officer and the meeting will be posted on the list. Citizens can sign up to be notified by email or text message.	City of Coeur d’Alene	City of Coeur d’Alene Public Information Officer, nonprofits				
2.6	City Committee Roles & Responsibilities - Conduct review of roles, responsibilities, authority and accountability of all city committees at least annually.	City of Coeur d’Alene	City Committees, City Staff				
Strategy 3: Affordable Community – Make CDA affordable for all income groups, including low-income citizens, disabled, elderly and young families.							
				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
3.1	Mix of Housing Types - Ensure that all	City of Coeur	Nonprofits, North Idaho Builders and				

	development planning provides a mix of different types of housing to include low income housing.	d’Alene/Region 1 Homeless Coalition	Contractors Assoc. (NIBCA), developers, real estate agents				
3.3	Low Income Housing - Adopt planning requirements that approval of residential development requires development of a percentage of low income housing within the City.	City of Coeur d’Alene/Region 1 Homeless Coalition					
3.4	Community Gardens - Identify sites for, and develop community gardens to enable local production of affordable foods for community members.	City of Coeur d’Alene/Inland Northwest Food Network	Nonprofits, private land owners, Inland Northwest Food Network				
Strategy 4: Community-Based Collaboration – Increase coordination and collaboration among CDA government, nonprofits, and volunteer and community organizations, maximizing resources for the betterment of the community.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
4.1	City Adoption of CDA 2030 Vision - Adopt CDA Vision 2030 as the community vision. Encourage use of CDA Vision 2030 to evaluate ongoing City programs and activities against the vision data and implementation plan.	City of Coeur d’Alene	City of Coeur d’Alene Depts., Coeur d’Alene Chamber, City of Coeur d’Alene, nonprofits and other organizations, business community				
Strategy 5: Small-Town Feel – Enhance the CDA community’s friendly, welcoming atmosphere, and its small-town feel through government, community groups and organizations working together.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
5.1	Small Event-Friendly Venues - Ensure that large events and venues can be reconfigured for more frequent smaller events, concerts, etc.	City of Coeur d’Alene/Kootenai County	Planning agencies, neighboring cities				
5.2	Community and Neighborhood Events - Increase the number of community and neighborhood events, festivals, parades, farmers’ markets, community and neighborhood events, etc., showcasing different areas of the city, our natural resources, our diversity, local foods and other aspects of the community.	City of Coeur d’Alene	Homeowners and neighborhoods groups, Parks & Rec., Kootenai County Parks				
5.5	City Brand Development - Sponsor a community contest to develop a new standard city brand for	City of Coeur d’Alene	Local Schools, Arts Commission				

	signage, neighborhood banners, etc.						
5.6	Signage at Entry Points - Implement a standard welcoming signage at key entry points to CDA (Government Way, Sherman, 15 th , I-90 Hwy95, and Seltice).	City of Coeur d’Alene	City Council, Streets Department, Arts Commission, Neighborhood committees, Idaho Transportation Department				
5.7	Neighborhood Grants - Offer city grants for local neighborhoods to promote activities, amenities and identity.	City of Coeur d’Alene	Local neighborhoods				
Strategy 6: Community History & Heritage – Support programs that preserve CDA’s historical collections, key community features, cultural heritage, and traditions.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
6.4	City Heritage and Historical Buildings Commission - Establish a volunteer City Heritage and Historical Buildings Commission to provide a resource for information and conservation.	City of Coeur d’Alene	Museum of North Idaho Board, Arts Commission, Idaho State Historical Society				
6.6	Interactive World Map - Develop an interactive world map display showcasing where residents of greater Coeur d’Alene have come from.	City of Coeur d’Alene					

Vision Focus Area: Education & Learning

Strategy 7: Stable PreK-12 Funding – Acquire and maintain a stable source of funding for PreK-12 education in Coeur d’Alene to ensure well-qualified teachers, small class sizes, technology, facilities, resources, curricula and programs for students.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 8: Workforce Training – Develop state-of-the-art programs and facilities for workforce training in CDA, producing well trained, highly skilled workers for the region’s economy.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 9: Youth Leadership & Professional Development – Encourage youth leadership and professional development in CDA by creating programs to prepare young people for leadership positions in the community.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 10: Educational Excellence – Attain recognition of the CDA area school system as top in the nation, known for its innovation, well-trained teachers, demanding curricula, exceptional literacy, and culturally and globally aware graduates.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years

Strategy 11: Enhanced University Partnerships – Enhance partnerships among CDA’s local universities, offering an expanded number of degrees, increased diversity in graduate level education options with combined campus, classroom, research and scholarship resources to meet the growing needs of the region.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 12: Lifelong Learning Opportunities – Create abundant opportunities for lifelong learning in CDA, fostering mastery of new skills, academic enrichment, mentoring programs and personal growth.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years

Vision Focus Area: Environment & Recreation

Strategy 13: Lake and River Enhancement – Improve and enhance lake and river habitat and riparian environments in CDA; maintain the waterways and shorelines that are distinctive features of the community.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
13.3	Four Corners Steering Committee - Form a Four Corners Steering Committee to identify strategies and partnerships to acquire ownership and/or preserve public access to the Burlington Northern Santa Fe (BNSF) Corridor.	City of Coeur d’Alene	Lake City Development Corporation, Mill River Homeowners Association (HOA), Four Corners Steering Committee				
Strategy 14: Open Space Protection – Preserve significant open spaces, natural areas and habitat in and around the city, incorporating stronger protections into Coeur d’Alene area planning and policies.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
14.1	Open Space Preservation Program - Continue to implement the Parks Master Plan for the purpose of acquiring and preserving public open space for beneficial use of the citizens that includes parkland, trails, passive and active recreation, scenic views and vistas, wildlife habitat, and conservation easements.	City of Coeur d’Alene	Natural Open Space Committee, City Parks & Rec master plan, Forest Service, Bureau of Land Management (BLM), Kootenai Environmental Alliance, IDL, Kootenai County				
14.2	Recreational Lands Acquisition Program - Identify, develop, coordinate, prioritize and purchase diverse potential City land acquisitions to expand recreation offerings and achieve conservation.	City of Coeur d’Alene	IDL, BLM, Kootenai County				
14.3	‘Four Corners’ Project Funding - Secure funding for the Four Corners project to extend a class I	City of Coeur d’Alene	4 corners committee, LCDC, NICTF, City Ped/Bike Committee				

	commuter trail from the downtown area to the Riverstone subdivision with connection to the Centennial Trail. Continue also with implementation of the River Trail.						
14.4	RR Rights-of-Way Acquisition - Acquire railroad rights of way for major trail expansions and connections.	City of Coeur d'Alene	BNSF				
14.6	Eastside Trail Project Funding - Secure funding to extend a multi-use trail from Lake Coeur d'Alene to Canfield Mountain on the east side of town.	City of Coeur d'Alene	NICTF				
Strategy 15: Urban Forest Enhancement – Protect and enhance CDA’s urban forest, including wooded areas, street trees, and heritage trees that beautify neighborhoods and naturalize the city.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
15.1	City Urban Forest Management Policy - Adopt a City urban forest management policy that recognizes the value of the urban forest as a public infrastructure asset. Modify City ordinances to give the City (not abutting property owner) authority and funding to provide proper tree maintenance, removal, and planting for trees within City right-of-way.	City of Coeur d'Alene	Urban Forestry Committee				
15.2	City Urban Forest Master Plan - Update and adopt an Urban Forest Master Plan that establishes goals and methods to enhance and preserve the urban forest.	City of Coeur d'Alene	Urban Forestry Committee				
Strategy 16: Watershed Planning – Adopt a comprehensive watershed plan to protect and improve natural resources in CDA.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
16.1	Holistic Watershed Planning - Create a holistic approach to watershed planning that integrates stormwater treatment, urban forestry, and natural systems to reduce and treat stormwater runoff while also enhancing CDA’s natural beauty.	City of Coeur d'Alene	Community Water Resource Center (CWRC), UI-CDA, UI Extension, DEQ, Parks & Rec, CDA wastewater treatment facility, Street Dept., Stormwater & Erosion Education Program (SEEP), KEA, City of Fernan Village				
Strategy 17: Integrated Trail System – Complete an integrated trail system for walkers, runners and bicyclists that connects to local parks and recreational facilities, open spaces, and other destinations.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1	1-2	3-5	6+

				year	years	years	years
Strategy 18: Recreational Facilities – Improve and expand facilities that provide recreational opportunities, sporting activities and events for CDA residents and visitors.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
18.1	Park Land Expansion and Maintenance - Encourage acquisition and development of park land for community gardens and dog parks. Support the annual evaluation of the preventative maintenance program for all parks, facilities, equipment and vehicles.	City of Coeur d’Alene	Nonprofits, City Arts Commission,				
18.2	Water Recreation Facilities - Develop feasibility, partnerships, and funding for a community indoor, year round, swimming pool, waterpark and splashpad.	City of Coeur d’Alene					
18.3	Public Beaches - Evaluate and recommend ways to increase access to public beaches and include ADA access. Consider an off-leash water access area for dogs.	City of Coeur d’Alene					
18.5	Bike Park Facility - Develop a bike park that will include a BMX freestyle track, jumps, and cyclocross. Evaluate feasibility at Cherry Hill Park with connectivity to the U.S. Forest Service mountain bike trails.	City of Coeur d’Alene	Local BMX group, Ped/Bike, grants				
18.6	Family Friendly Outdoor Events - Promote additional family friendly outdoor family events i.e. cross country ski trails.	City of Coeur d’Alene					
18.7	Silver Beach Public Boaters Park - Construct a public Boaters Park in the Silver Beach area with parking, restrooms, overnight moorage, vessel pump-out, day use and picnic area, beach with swim area, and concession area.	City of Coeur d’Alene	Kootenai County, Idaho Parks & Waterways, Fish and Game, IDL, Army Corps, CDA Parks, KC Parks, Fish and Game, WIF and BIG grants				
18.9	Unique Recreational and Vendor Services - Promote public private partnerships at public recreation sites to enable private provision of unique recreational, RecTech, and vendor services not provided by government.	Kootenai County/ City of Coeur d’Alene	Businesses,				
18.10	Renovate & Expand Skate Park – Renovate and expand the downtown skate park to	City of Coeur d’Alene					

	accommodate modern users and competitions.						
18.11	Winter Recreation – Expand and develop winter activities and facilities engaging broad community and visitor involvement.	City of Coeur d’Alene					
Strategy 19: Increased Recycling – Expand recycling programs and facilities areas wide to achieve residential and commercial recycling rate that are among the highest in the nation.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
19.1	Public Recycling Receptacles - Provide recycling receptacles in public spaces next to garbage cans.	City of Coeur d’Alene					
19.3	Expanded Recycling Options – Expand residential curbside recycling options to include materials such as glass and yard waste.	City of Coeur d’Alene	Coeur d’Alene Glass Recyclers				

Vision Focus Area: Growth & Development

Strategy 20: Transportation Improvements - Complete a comprehensive ‘multi-modal’ program of transportation and street improvements, facilitating traffic flow, connections between neighborhoods, and safe, accessible pedestrian and bicycle routes and lanes.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
20.1	Traffic/parking Consultant - Hire a traffic/parking consultant to study the current state of street infrastructure and develop a comprehensive transportation plan for the city.	City of Coeur d’Alene	Kootenai Metropolitan Planning Organization (KMPO), City Engineer, Expanded Joint Powers Board, ITD, LCDC, CDA Parks & Rec., PAC				
20.2	Traffic Improvements - Evaluate the recommendation of the traffic study, prioritize and implement the findings.	City of Coeur d’Alene	City Planner and Administrator, City Engineer, Traffic Consultant, State and Federal legislators and depts. of Transportation (grants and federal construction dollars)				
20.3	Traffic and Street Maintenance Education - Educate citizens on traffic and street maintenance programs through all means possible, including the city website and social media.	City of Coeur d’Alene	Streets and Engineering Department, ITD, Highway Districts				
20.4	Trail Expansion and Connections - Obtain railroad rights of way for major trail expansions	City of Coeur d’Alene	BNSF,LCDC, Ped/Bike, NICTF, Federal Officials , Union Pacific, BNSF				

	and connections.						
20.5	Safe School Routes - Identify and implement safe school routes and correct any deficiencies.	City of Coeur d'Alene	School District, Ped/Bike Committee, NICTF				
20.6	'Complete Street' Policy Review - Review and revise with citizen and board input the City's Complete Street Policy aimed at multifunctional streets for drivers, walkers and bikers.	City of Coeur d'Alene	Ped/Bike Committee, City Departments, Interagency group, federal grants				
Strategy 21: Small Neighborhood Centers - Enhance existing neighborhoods and develop new neighborhood centers in Coeur d'Alene, where residents can walk or bike to cafes, shops, daily services, and jobs.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
21.1	Neighborhood, School and Park Linkages - Require and develop links between neighborhoods, schools, and parks with bike trails and bus systems.	City of Coeur d'Alene	City Council CDA Parks & Rec., City Planner, Ped/Bike Committee, Planning and Zoning Commission, CDA Tribe, KMPO, grants				
21.2	Neighborhood Business Promotion - Develop business incentive programs to encourage clusters of businesses to locate or move to specific neighborhoods.	City of Coeur d'Alene	City Administrator, City Council, City planning and zoning department, Jobs Plus, Chamber of Commerce, PAC				
21.3	East Sherman Avenue Master Plan - Create a master plan for redevelopment of E. Sherman Ave. neighborhood that includes an east entrance to the city.	City of Coeur d'Alene	Fernan Village, neighbors, businesses				
Strategy 22: Vibrant Downtown - Continue to improve downtown Coeur d'Alene, allowing it to serve the region with diverse opportunities for shops, restaurants, and housing, as well as businesses, government and education.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
22.1	Continued Enhancement of Downtown CDA - Support the actions and plans already in place for city center/downtown area's continued enhancement.	City of Coeur d'Alene	City Engineer, City Streets, City Planner, LCDC, Parks & Rec., Downtown Association, City Committees, Traffic-Parking study (Action 19.2)				
22.2	Vacant Buildings Redevelopment/Repurposing - Encourage redevelopment and repurposing of vacant downtown structures via impact fee reductions, bonus densities, zoning incentives.	City of Coeur d'Alene	City Planning Department, Panhandle Area Council, Lake City Development Corporation				
22.3	Outdoor Dining Areas - Review and revise ordinances on outdoor dining areas to ensure safe sidewalks are maintained and to	City of Coeur d'Alene					

	accommodate walkers, runners, bikers, and outdoor dining.						
22.4	Downtown Traffic/Parking Consultant - Hire a professional consultant to study the traffic flow in the downtown center and how to best balance it with pedestrian and bicycle traffic needs, sidewalk usage, increased green space and increased parking.	City of Coeur d’Alene	Coeur d’Alene Downtown Association				
22.5	Downtown Traffic Improvements - Evaluate the recommendations of the traffic flow study, prioritize and implement the findings.	City of Coeur d’Alene	Coeur d’Alene Downtown Association				
22.6	Downtown Parking – Create awareness of downtown parking options for motorized and non-motorized transportation.	City of Coeur d’Alene	Coeur d’Alene Downtown Association				
22.7	Preserve Vistas - Support zoning which would limit building heights to preserve vistas around the lake and river.	City of Coeur d’Alene					
Strategy 23: Public Transportation System - Provide a convenient, affordable, environmentally friendly public transportation system that includes covered transit stops to connect all parts of the region.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 24: Affordable Housing - Increase Coeur d’Alene’s supply of affordable housing with available land, innovative planning, good design, and increased density where appropriate.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
24.1	‘Self-Starter’ Housing Program - Develop a “self-starter” program to enable low income individuals to obtain housing by providing labor and/or community service	City of Coeur d’Alene	Local Non-Profits, Developers, City Council, PAC, HUD, Community action Partnership (CAP)				
24.2	Affordable Housing Study – Update/conduct a study of the number of affordable housing options in relation to the demographic need. Facilitate creation of additional affordable housing as needed.	City of Coeur d’Alene/ HUD	Local nonprofits, Whitewater Creek (developer)				
24.3	Affordable Housing Development - Promote affordable housing projects to meet city needs and create a win-win with developers of affordable housing.	City of Coeur d’Alene	City Council, Developers, HUD				

24.4	Affordable Housing Construction Incentives - Develop financial and other incentives for developers to encourage the construction of affordable housing.	City of Coeur d'Alene	City Council, Developers, PAC, HUD, CAP, nonprofits				
Strategy 25: Comprehensive Growth & Development Plan - Use Coeur d'Alene's comprehensive plan to guide and direct future growth and development, while protecting architecturally and historically significant buildings, open spaces, environment, and natural resources.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
25.1	City Comprehensive Plan Update - Update and publicize the city comprehensive plan to include references to specific CDA Vision 2030 action items.	City of Coeur d'Alene	City IT department, CDA Vision 2030 PMT, PAC				
25.2	Lakefront and Riverfront Public Access - Require public access to the lake and river fronts for all new developments.	City of Coeur d'Alene	City Planner, developers, KEA, user groups, Kootenai County, Parks & Rec				
25.3	Open Space Requirements for New Development - Review the requirements of 4 acres for parks and open space/1,000 population for parks within new developments and subdivisions to help meet the growing needs of the CDA population.	City of Coeur d'Alene	Natural Open Space committee, developers, LCDC Planning & Zoning, Parks & Rec.				
25.4	Infrastructure Master Plan - Develop an infrastructure master plan to ensure critical infrastructure (fiber optics, water, sanitary, storm, electrical & natural gas) needs are met for today and tomorrow. Review requirements as part of any development.	City of Coeur d'Alene	City development depts., local utility companies, City Engineer, local Society of Professional Engineers				
25.5	CDA Brand - Develop and implement a cohesive CDA brand and marketing plan to promote the city.	City of Coeur d'Alene/Chamber of Commerce	Downtown Business Association, local economic development organizations, community groups				
25.6	Seltice Way Corridor Design - Develop a Seltice Way Corridor Design with standard overlay to ensure consistent roadway and corridor frontage improvements as development of Seltice Way and adjacent properties occur.	City of Coeur d'Alene, Kootenai County	Nearby business owners and neighbors, KMPO, LCDC				

Vision Focus Area: Health & Safety

Vision Focus Area: Health & Safety							
Strategy 26: Thriving Youth – Provide safe programs and facilities for CDA youth to gather, connect and take part in healthy social activities and youth-centered endeavors.							Priority/Timeline
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 27: Comprehensive Medical Services – Expand comprehensive medical and mental health services in CDA to further meet the needs of its growing population.							Priority/Timeline
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 28: Responsive Police, Fire and Emergency – Deliver exceptional police, fire and emergency personnel, services, equipment and facilities in CDA to support fast, reliable emergency services enhanced by regional cooperation.							Priority/Timeline
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
28.1	Police Substations - Establish substation for police at existing fire and EMS Station locations. As new Fire/EMS Stations are planned and developed, include police substations.	City of Coeur d’Alene	Police and Fire Departments, County dispatch				
28.2	Emergency Response Protocol Review - Support and encourage emergencies response protocol review so the minimal needed number of emergency units respond to calls for service.	City of Coeur d’Alene	Police and Fire Departments, County dispatch, Sheriff, other emergency responders				
Strategy 29: Universal Design – Encourage incorporation of universal design (disabled and elder-friendly access) into new construction through local governments and businesses working together.							Priority/Timeline
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
29.1	ADA Standard Operating Procedure - Create a standard operating procedure for compliance with the American Disability Act (ADA) to provide with building permitting process. Train city workers to provide accurate, thorough, and business friendly information on compliance.	City of Coeur d’Alene	City Building Department, North Idaho Builder and Contractor Association (NIBCA), City ADA Compliance person				
29.3	Special Needs Survey - Perform assessment of city needs to accommodate special needs citizens with a survey and via partnerships with relevant community organizations.	City of Coeur d’Alene	PAC, DAC, senior centers/organizations Federal funds? CDBG				
29.5	ADA Lake Access – Develop ADA access points along	City of Coeur					

	the lake and river.	d'Alene					
Strategy 30: Community Health & Wellness – Promote community health and wellness in Coeur d’Alene through education, awareness, prevention programs, recreational activities, and active lifestyles, and environmental health and safety measures.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
30.2	Expanded Recycling for Businesses and Public Buildings - Expand City recycling program with additional bins in businesses and public buildings.	City of Coeur d’Alene	Waste Management, businesses, Kootenai Environmental Alliance, School District				
Strategy 31: Special Needs Housing – Ensure special needs populations in CDA, including the elderly and mentally- and physically-disabled, secure safe, affordable, accessible housing that meets their basic needs and income levels.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
31.1	Homeless Housing and Shelter Options - Develop increased housing and shelter options for the homeless to address the needs of the community.	City of Coeur d’Alene	Law enforcement, churches, interagency group, St. Vincent de Paul, UGM, regional partners				
31.2	Special Housing Needs Assessment - Identify the needs for special housing for the elderly, mentally disabled and physically disabled. Implement programs to meet these needs.	City of Coeur d’Alene	CAP, PAC, DAC, law enforcement agencies, HUD				
31.3	Special Housing In New Developments - Encourage and incentivize developers to implement a percentage of special needs housing within each development.	City of Coeur d’Alene					
31.4	Special Housing Needs Provision - Provide city incentives for projects that provide housing for people with special needs. Such as moving these projects ahead of other residential projects in the plan review and permitting process.	City of Coeur d’Alene	Planning Department, Building Department,				

Vision Focus Area: Jobs & Economy

Strategy 32: Living Wage Jobs and Diversified Employment – Provide living wage jobs to support Coeur d’Alene’s population, offering all residents opportunities to achieve a fundamental quality of life. Greatly diversify Coeur d’Alene’s employment base, with competitive wage jobs that provide professional and career development opportunities for a better-educated workforce.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years

Strategy 33: Skilled Labor Pool – Work with economic development groups and workforce training programs to expand Coeur d’Alene’s skilled labor pool for new and emerging businesses and industry.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 34: Support for Small Business – Promote and support existing and new small businesses area-wide with information, lending programs, technical assistance, and other resources.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
Strategy 35: Proactive Business Climate – Cultivate a proactive business climate in Coeur d’Alene, with supportive government regulations, essential infrastructure, and available land for commercial and industrial development.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years
35.1	Home Based Business Promotion - Encourage home-based businesses with a periodic review of city regulations and policies that may inhibit or discourage these activities.	City of Coeur d’Alene/County Planning and Zoning	Kootenai County, home-based businesses				
35.2	Business Opportunity Zones - Identify and publicize areas zoned for business; develop business opportunity areas and zones that support industry sector/cluster strategies. Refer to 35.1.	City of Coeur d’Alene/County Planning and Zoning	Chamber of Commerce				
35.3	Economic Incentives - Develop economic incentives to attract new businesses or encourage business startup and development activities.	City of Coeur d’Alene/Kootenai County Planning and Zoning	Developers, Chamber of Commerce, Jobs Plus, PAC, other economic development organizations				
Strategy 36: Business Development – Develop a comprehensive program to recruit, retain and expand a diverse range of business and industry clusters in Coeur d’Alene, including high technology, aviation/aerospace, medical products/services, recreational, and sustainable industries.				Priority/Timeline			
No.	Action	Lead Partner	Support/Partners	<1 year	1-2 years	3-5 years	6+ years

CITY COUNCIL
STAFF REPORT

DATE: June 10, 2014

FROM: Ron Clark
Chief of Police

SUBJECT: Request to submit an application for a Federal Community Oriented Policing Services Grant to hire three Coeur d'Alene police officers.

Decision Point: Authorization to apply for a Federal Community Oriented Policing Services Grant to hire three additional police officers.

History: The City of Coeur d'Alene has grown geographically and in population. Coeur d'Alene is a destination point, which attracts thousands of visitors every day. Our calls for service and reported crime have increased. In the past ten years serious offenses have increased 22%. There has also been an increase in special events such as the 4th of July, Ironman, Car d'Alene, and many other such events which require police presence.

All of these aspects are impacting our ability to provide quality police services. We need additional police officers in order to meet the demand for services. In order to improve community police service the City has approved the development of Station 2, which will allow access to police services in the south part of Coeur 'd'Alene.

Financial Analysis: The grant would be a four year commitment. The grant will award \$125,000 per officer for the grant period. On the fourth year we would be responsible for 100% of those officers' wages. The first three years financial consideration would be \$375,000 of federal funding received and the City's match would be \$56,585 the first year, \$80,425 the second and \$190,932 for the third year. The fourth year the City would be responsible for the full amount of those three officers which will be approximately \$275,000.

Performance Analysis: The addition of three police officers will allow us to dedicate three patrol officers to a Community Services Officer program. These officers would work out of Station 2 in order to enhance public safety in the south part of Coeur d'Alene. Each officer will be assigned a "district" within the City and will be dedicated to implementing community policing strategies. In addition to trying to reduce crime trends in their district, the officers will work towards strengthening partnerships with residents, businesses, and visitors to perform effective problem solving strategies. It also gives us additional manpower to address calls for service and reported crime.

Decision Point: Authorization to apply for a Federal Community Oriented Policing Services Grant to hire three additional police officers and commit to funding the wages not covered by the grant during that four year proposal.

CITY COUNCIL

Date: June 17th, 2014

From: Kenny Gabriel, Fire Chief

Re: Amendment to Ordinance 15.06.050, Firefighter Equipment Rooms

DECISION POINT: Should Mayor and Council approve an amendment to ordinance 15.06.050, Firefighter equipment rooms, to include a fee to stock the required firefighter equipment rooms with necessary firefighting equipment.

HISTORY: Currently Ordinance 15.06.050 requires a 4'x4' fire equipment room for all new buildings/towers of ten (10) or more stories in height or other large new construction projects where any point of the building's interior is more than one hundred fifty feet (150') from a fire department access point, as deemed necessary by the fire chief. It was determined that these rooms, and equipment, were necessary to assist first arriving companies in the initial containment and civilian rescue. Last year the Council directed staff to pursue adopting the proposed amendment.

FINANCIAL ANALYSIS: The proposed fee is \$9,000 per room. That fee reflects the approximate cost of equipping each room with the equipment listed on the attached sheet, which is the equipment necessary to adequately stock the rooms. The fee will be paid for by the developer at the time of building permit issuance.

PERFORMANCE ANALYSIS: High rise building firefighting is one of the most challenging and personnel intensive operations any fire department faces. National Standards call for a minimum of ten (10) companies (40-50 personnel) initially be assigned to a working high rise fire. That number will expand if the fire grows, if there are special rescue considerations or if the fire is in an area difficult to extinguish. On a first alarm assignment we can put a maximum of sixteen (16) personnel in three (3) companies on the incident. Our second alarm brings two (2) additional companies with five (5) to ten (10) additional personnel. That would bring five (5) companies and up to thirty (30) people on an initial alarm, well below standards. We would ask for help from all of our surrounding department's, to include Spokane County. With our initial response being what it is, we need to place safe guards in place to help us initially, i.e., sprinkler systems, early detection systems, and firefighter equipment rooms equipped with necessary equipment. This will help us as we start an operation and await help from other agencies.

DECISION POINT/RECOMMENDATION: Approve the amendment to Ordinance 15.06.050 requiring developers to pay a fee to equip the required firefighter equipment rooms.

Required Equipment. Each firefighter equipment room shall contain the following:

- Four 50 foot lengths of two and one half inch hose.
- Three 50 foot lengths of one and three quarter inch hose.
- One set spanner wrenches.
- One one hundred fifty gallon per minute fifty pounds per square inch break apart nozzle.
- One two and one half inch to one and one half inch quarter bell reducer fitting.
- One one and one half inch to two and one half inch increase fitting.
- One two and one half inch to one and one half inch gated wye.
- Four SCBA bottles.
- One “little giant” ladder.
- Five twelve by sixteen foot disposable tarps.
- Six door wedges.
- One hundred fifty feet of department approved search rope.

ORDINANCE NO. 3487
COUNCIL BILL NO. 14-1011

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 15.06.050 TO REQUIRE DEVELOPERS OF LARGE BUILDINGS TO EQUIP FIREFIGHTER EQUIPMENT ROOMS WITH FIREFIGHTING EQUIPMENT FOR USE IN EMERGENCIES; 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 Coeur d'Alene Municipal Code Section 15.06.050, is hereby amended to read as follows:*

15.06.050: FIREFIGHTER EQUIPMENT ROOMS:

- A. Equipment Rooms Required: In all new buildings/towers of ten (10) or more stories in height, the owner/operator shall provide firefighter equipment rooms intended for the sole purpose of the fire department during emergency operations. This section may be applied to other large new construction projects where any point of the building's interior is more than one hundred fifty feet (150') from a fire department access point if the fire chief determines, based on the occupancy types and layout of the building, that the equipment rooms are necessary to allow the fire department to safely fight a fire in the building.

- B. Location Of Equipment Rooms: The final number, location, type, size, intervals, access, and floor plan of the firefighter equipment rooms shall be approved by the fire department but generally shall meet the following guidelines:
 - 1. Buildings With Ten Or More Stories: Unless otherwise specified, each firefighter equipment room shall be located within the pressurized service elevator lobbies as follows: Beginning at the ground level, count five (5) floors up for the first firefighter equipment room and then every five (5) floors thereafter. The fire department will evaluate the final lowest level floor location. Additional firefighter equipment room locations may be required depending on the building size and configuration of the building.

 - 2. Other Large Buildings: In other large buildings subject to the requirements of this section, the firefighter equipment rooms shall be located so that no portion of the building is more than one hundred fifty feet (150') from a firefighter equipment room or exterior access point.

C. Design Requirements:

1. Protection: Each firefighter equipment room shall be protected within a two (2) hour fire resistive occupancy separation/enclosure.
2. Size: The firefighter equipment room shall be large enough to provide for complete access to all stored equipment, and shall have a minimum unobstructed floor area of sixteen (16) square feet. The firefighter equipment room is intended to store hoses and mounted equipment ready for rapid deployment.
3. Dimensions: The firefighter equipment room shall have a minimum unobstructed floor dimension of four feet (4') wide by four feet (4') deep.
4. Doors: The door to the firefighter equipment room and all intervening doors shall be a minimum of three feet (3') in nominal width and six feet eight inches (6'8") in height. The doors to the firefighter equipment room shall swing completely outward and not be obstructed by any equipment in the stairway.
5. Storage: The fire department may require wall mounting for equipment as needed. If required, shelving for the firefighter equipment shall be approved on the floor plan.
6. Conditions: The firefighter equipment room shall be painted in a neutral light color and be free of any obstructions on the walls or the floor. The firefighter equipment room shall be kept dry and maintain normal humidity.
7. Floor: The floor shall be painted or coated with a durable nonslip surface, and shall be a neutral light color.
8. Lighting: The firefighter equipment room shall be provided with substantial workspace lighting. Power for the lighting shall be supplied from the building premises' wiring and by the standby power system (emergency generator) as outlined in current IFC. In addition, at least one egress illumination device, emergency battery pack light, shall be provided as outlined in accordance with IBC and IFC.
9. Building Isolation: There shall be no building plumbing, electrical, mechanical, HVAC, or other system components contained within or passing through the firefighter equipment room, except those required to provide service to the room. There shall be no panels, controls, or access to any other systems within the firefighter equipment room.
10. Signs And Markings: The firefighter equipment room shall be clearly identified outside and inside each room using a sign. Signs shall be permanently fixed and shall be of brass, stainless steel or plastic, engraved with lettering one inch (1") in height and three thirty-seconds inch ($\frac{3}{32}$ ") stroke lettering stating: "FIREFIGHTER EQUIPMENT ROOM". The fire department may also require that the firefighter equipment room door be marked with a

triangular section of reflective tape with a red strip attached to the bottom and top corners of the hinge side of the door.

11. Security: Prior to acceptance by the fire department, the firefighter equipment room shall be secured so that the fire department has the only access to the firefighter equipment room.

12. Locks: The firefighter equipment room door shall be equipped with a substantial lock and door tamper protection.

13. Keys: All firefighter equipment room access doors shall be keyed with a single key pattern. All keys and cores shall be surrendered to the fire department. No owner/operator master or pass key shall operate the firefighter equipment room locks.

14. Firefighter Phones: The firefighter equipment room shall be equipped with or be adjacent to a firefighter phone.

D. Fee to Equip the Firefighter Equipment Room:

Prior to issuance of a building permit, the owner will pay to the City a fee, adopted by resolution of the City Council, to pay for stocking the fire fighter equipment room with the necessary firefighting equipment. The fee will be based on a recommendation from the City's Fire Chief concerning what firefighting equipment is necessary and the costs of obtaining the necessary equipment.

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 June 17, 2014.

APPROVED, ADOPTED and SIGNED this 17th day of June, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3487
Amending M.C. Section 15.06.050 Firefighter Equipment Rooms

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 15.06.050 TO REQUIRE DEVELOPERS OF LARGE BUILDINGS TO EQUIP FIREFIGHTER EQUIPMENT ROOMS WITH FIREFIGHTING EQUIPMENT FOR USE IN EMERGENCIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3487 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3487, Amending M.C. Section 15.06.050 Firefighter Equipment Rooms, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 17th day of June, 2014.

Warren J. Wilson, Chief Deputy City Attorney

PUBLIC HEARINGS

MEMORANDUM

TO: MAYOR WIDMYER AND THE CITY COUNCIL
DATE: JUNE 17, 2014
FROM: RENATA MCLEOD, CITY CLERK
RE: APPROVAL OF ANNUAL CONSOLIDATED PERFORMANCE AND
EVALUATION REPORT (CAPER) FOR THE USE OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FOR PLAN YEAR 2013.

DECISION POINT:

- To authorize the Plan Year 2013 Consolidated Performance and Evaluation Report (CAPER) for the use of Community Development Block Grant (CDBG) funds.

HISTORY: The City is required to submit an annual performance report with a fifteen-day public comment period. The notice of the public comment period and notice of public hearing was published on June 2, 2014, and June 10, 2014, with the public comment period ending June 17, 2014. No comments were received thus far.

FINANCIAL: No funds are being requested for this program.

PERFORMANCE ANALYSIS: Authorizing this report will allow staff to submit the report timely, and stay in compliance with the HUD regulations.

DECISION POINT/RECOMMENDATION:

- To authorize the Plan Year 2013 Consolidated Performance and Evaluation Report (CAPER) for the use of Community Development Block Grant (CDBG) funds.

CITY COUNCIL STAFF REPORT

DATE: June 17th, 2014
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Establishing fees for Boundary Line Adjustments

DECISION POINT

Staff is requesting that Council establish a fee for Boundary Line adjustments (BLA's)

HISTORY

The Boundary Line Adjustment Process was implemented with the recent revisions to the Subdivision Ordinance. It had not existed prior to that. Since this is a development driven process it would be appropriate to establish a fee.

FINANCIAL ANALYSIS

Development fees are intended to offset staff time and resources spent on processing these requests. The revenue goes back to the general fund. Staff anticipates processing 4 to 6 BLA's per year. The proposed fee is \$500.

PERFORMANCE ANALYSIS

The process for BLA's is very similar to short plats, especially as it pertains to staff time and resources. Therefore, a similar fee is reasonable. The current fee for Short plats is \$500.

RECOMMENDATION

Staff recommends that Council establish a fee of \$500 for a Boundary Line Adjustment.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: May 5, 2014
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Request for Acceptance and Adoption of 2013 Wastewater Collection System Master Plan Update Appendix J - Addendum #1: Mill River Lift Station Assessment at Increased Densities and the Mill River Lift Station Surcharge Fee.

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DECISION POINT:

The Council may wish to authorize acceptance and adoption of the *2013 Wastewater Collection System Master Plan Update Appendix J - Addendum #1: Mill River Lift Station Assessment at Increased Densities* prepared by J.U.B. Engineers and authorize staff to begin implementation of the Mill River Lift Station Surcharge Fee added to all future building permit CAP Fees and Annexations within the Mill River Lift Station Service Area. See accompanying Figure J-1 for said service area limits.

HISTORY:

The original 2013 Wastewater Master Plan modeled the Mill River Lift Station Service Area at 11.8 Equivalent Residential Units per acre (ERU/Ac.) Over the past couple of years, a majority of developments in this area have increased to a density nearing 17 ERU/Ac. Presently most of the parcels in the area are zoned C-17. With increased densities, Wastewater was concerned that the existing sewer infrastructure in the area may not have sufficient capacity to accommodate the increase in wastewater flows. This would ultimately leave the City financially obligated to fund any capacity upgrades or improvements.

As part of the 2013 Wastewater Collection System Master Plan Update Maintenance Service Contract, J-U-B Engineers was authorized on 4/12/13 to evaluate the existing sewer collection system serving the Mill River Lift Station Service Area and provide an addendum to the Master Plan's Appendix J of their findings. This addendum was completed last August and was to identify sewerage discharge options and if necessary; system upgrades and/or improvements, trigger flow dates and probable costs associated with an increase in wastewater flows. The overall goal was, if upgrades and/or improvements were needed, to develop a surcharge fee allocated per ERU that corresponds with future developments.

A copy of J-U-B's *Appendix J - Addendum #1* is accompanying this report.

FINANCIAL ANALYSIS:

As found in the addendum, an increase in densities will increase sewer flows. With increasing the development density to 17 ERU/Ac, a total of 2,805± ERUs is calculated within the Mill River Lift Station Service Area at build-out. This is nearly 858± ERUs greater than the original Master Plan model. As of August 2013, 594 connections have been committed, leaving 2,211± ERUs remaining to connect to the City's sewer system.

Excluding land costs, J-U-B estimates the total probable cost for system upgrades to safely

convey the wastewater to the Treatment Plant is approximately \$989,000 (2013 U.S. Dollars). Based on this data, the corresponding cost for these upgrades when allocated to the additional ERUs is nearly \$450 per ERU.

$$\$989,000 \text{ (2013 U.S. Dollars)} \div 2,211 \pm \text{ ERUs remaining} = \$447.31$$

Mill River Lift Station Surcharge Fee = \$450.00 / ERU

PERFORMANCE ANALYSIS:

Addendum #1's revised model of the Mill River Lift Station Service Area determined that the increase in densities will likely overload the current sewer system before build-out and future upgrades and/or improvements will be required. As shown on Table J-3, the following is a brief summary of J-U-B's recommended phased wastewater collection system upgrades/improvements:

- Construct an emergency storage basin next to the Mill River Lift Station
- Replace existing pumps with larger pumps within the Lift Station
- Replace or upgrade starters, controls and programming
- Construct a larger diameter force main dedicated to the Mill River Lift Station

With the aforementioned upgrades/improvements, the existing sewer infrastructure should be able to safely handle the increase in wastewater flows generated within the Mill River Lift Station Service Area. Further, by implementing the collection of the \$450 Mill River Lift Station Surcharge Fee per each residential connection and on a per ERU basis for commercial and industrial projects, the City will not have to fund said upgrades and/or improvements. New Development would be responsible for this cost.

The mechanism for collecting the Mill River Lift Station Surcharge Fee could be handled similar to the present collection method of the Huetter Interceptor Fee. Currently, the Wastewater Utility assesses the Huetter Fee during the building permitting process. We could have the City's IT Department add another check box in the permitting software to account for the additional Mill River Lift Station Surcharge Fee.

The surcharge fee for annexations would be handled on case by case basis.

RECOMMENDATION:

The Council may wish to authorize acceptance and adoption of the *2013 Wastewater Collection System Master Plan Update Appendix J - Addendum #1: Mill River Lift Station Assessment at Increased Densities* prepared by J.U.B. Engineers and authorize staff to begin implementation of the Mill River Lift Station Surcharge Fee added to all future building permit CAP Fees and Annexations within the Mill River Lift Station Service Area.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 5-13-2014

From: Jim Washko, Deputy Chief

Re: To establish a standard fee schedule for Fire Department response

DECISION POINT:

To adopt the current "Idaho Fire Service Organization Rate Book" for certifying, mobilizing and reimbursing the Coeur d' Alene Fire Department/City of Coeur d' Alene for response actions to emergency callouts.

HISTORY:

As you can see in the media and recent past history, the fire service has become an "All Hazard" response group. If it is not a Law Enforcement callout it is ours. Those hazards include major wildland fires, hazardous materials, flooding, hurricane and tornado response and terrorist events. With these call outs comes the need for more resources through mutual aid, city to city, county to county, state to state. Then comes the need to figure out how to pay for these resources, hence, the Idaho Fire Service Organization Rate Book was developed to have consistent and fair pricing to recuperate the cost of providing these resources. These costs have become the standard and are now used to calculate the cost of providing resources to special events, local hazardous materials call outs for spill mitigation, etc.

FINANCIAL ANALYSIS:

Adopting the IFSO Rate Book will create a consistent and agreed upon rate schedule for providing services to our neighbors and guests, that is reviewed and adjusted every year to ensure it stays up with the current financial climate which creates the ability to recuperate funds so that the local tax payers are not burdened with someone else's emergency need.

PERFORMANCE ANALYSIS:

The IFSO Rate Book was developed by the Idaho Department of Lands (IDL) in conjunction with the Idaho Bureau of Homeland Security and the Idaho Fire Chiefs Association. The electronic document is available at: www.idl.idaho.gov

RECOMMENDATION:

To adopt the IFSO Rate Book as a means to seek reimbursement for emergency call outs.

CITY COUNCIL

Date: June 17th, 2014

From: Kenny Gabriel, Fire Chief

Re: Amendment to Ordinance 15.06.050, Firefighter Equipment Rooms

DECISION POINT: Should Mayor and Council approve an amendment to ordinance 15.06.050, Firefighter equipment rooms, to include a fee to stock the required firefighter equipment rooms with necessary firefighting equipment.

HISTORY: Currently Ordinance 15.06.050 requires a 4'x4' fire equipment room for all new buildings/towers of ten (10) or more stories in height or other large new construction projects where any point of the building's interior is more than one hundred fifty feet (150') from a fire department access point, as deemed necessary by the fire chief. It was determined that these rooms, and equipment, were necessary to assist first arriving companies in the initial containment and civilian rescue. Last year the Council directed staff to pursue adopting the proposed amendment.

FINANCIAL ANALYSIS: The proposed fee is \$9,000 per room. That fee reflects the approximate cost of equipping each room with the equipment listed on the attached sheet, which is the equipment necessary to adequately stock the rooms. The fee will be paid for by the developer at the time of building permit issuance.

PERFORMANCE ANALYSIS: High rise building firefighting is one of the most challenging and personnel intensive operations any fire department faces. National Standards call for a minimum of ten (10) companies (40-50 personnel) initially be assigned to a working high rise fire. That number will expand if the fire grows, if there are special rescue considerations or if the fire is in an area difficult to extinguish. On a first alarm assignment we can put a maximum of sixteen (16) personnel in three (3) companies on the incident. Our second alarm brings two (2) additional companies with five (5) to ten (10) additional personnel. That would bring five (5) companies and up to thirty (30) people on an initial alarm, well below standards. We would ask for help from all of our surrounding department's, to include Spokane County. With our initial response being what it is, we need to place safe guards in place to help us initially, i.e., sprinkler systems, early detection systems, and firefighter equipment rooms equipped with necessary equipment. This will help us as we start an operation and await help from other agencies.

DECISION POINT/RECOMMENDATION: Approve the amendment to Ordinance 15.06.050 requiring developers to pay a fee to equip the required firefighter equipment rooms.

Required Equipment. Each firefighter equipment room shall contain the following:

- Four 50 foot lengths of two and one half inch hose.
- Three 50 foot lengths of one and three quarter inch hose.
- One set spanner wrenches.
- One one hundred fifty gallon per minute fifty pounds per square inch break apart nozzle.
- One two and one half inch to one and one half inch quarter bell reducer fitting.
- One one and one half inch to two and one half inch increase fitting.
- One two and one half inch to one and one half inch gated wye.
- Four SCBA bottles.
- One “little giant” ladder.
- Five twelve by sixteen foot disposable tarps.
- Six door wedges.
- One hundred fifty feet of department approved search rope.

RESOLUTION NO. 14-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO SETTING FEES FOR MILL RIVER LIFT STATION SURCHARGE & BOUNDARY LINE ADJUSTMENTS & FIREFIGHTER EQUIPMENT ROOM EQUIPMENT FEE AND ADOPTING THE IDAHO FIRE SERVICE ORGANIZATION RATE BOOK.

WHEREAS, Section 4.05.050 of the Coeur d'Alene Municipal Code provides that the Mayor and City Council shall by resolution fix the fee for Mill River Lift Station Surcharge & Boundary Line Adjustments and Firefighter Equipment Room Equipment Fee; and,

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof that the following fees shall be established; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that the following fees are adopted.

- ***Mill River Lift Station Surcharge Fee = \$450.00 / ERU***
- ***Boundary Line Adjustments = \$500.00***
- ***Firefighter Equipment Room Equipment Fee = \$9,000/Required Room***

BE IT FURTHER RESOLVED, that the currently adopted Idaho Fire Service Organization Rate Book established by the Idaho Department of Lands will be used to set compensation rates for use of City fire resources.

BE IT FURTHER RESOLVED, that three (3) certified copies of the Mill River Lift Station Surcharge & Boundary Line Adjustments and Firefighter Equipment Room Equipment Fee fees as herein adopted be kept on file with the City Clerk of the City of Coeur d'Alene.

DATED this 17th day of June, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

OTHER COMMITTEE MINUTES
(Requiring Council Action)

June 9, 2014
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

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

CITIZENS

Nancy Stricklin, Attorney – Item 1
Steve Wilson, CdA Chamber – Item 4

STAFF

Judy House
Mike Gridley, City Attorney
Renata McLeod, City Clerk
Kathy Lewis, Deputy City Clerk
Troy Tymesen, Finance Director/Acting City Administrator
Capt. Steve Childers, PD
Keith Erickson, Communications Coordinator
Juanita Knight, Senior Legal Assistant

Item 1. Approval of a Lease Agreement with Coeur d'Alene North Homeowner's Association for city owned property; Isles of Troy, Lot 1, Block 2, URD Lake District 1997, Section 13, Township 50N, Range 4 West.
(Resolution No. 14-023)

Judy House said she's been working on this with Nancy Stricklin, representing the Coeur d'Alene North HOA. Originally they were looking at a property exchange, however, they couldn't come up with a piece of property that interested the City. Ms. House said the lease would be \$10.00 per year for 25 years. Ms. House explained that the proposed option to renew (as noted in the staff report) has been removed from the lease. The City has owned the property for a long time. There is a sea wall that runs through the property; an easement for the Coeur d'Alene North HOA's driveway, as well as a no build easement. There isn't much that can be done with the property and there is little value to the city. It is assessed at \$1,000.00 which is the lowest the county can assess.

Councilmember Adams commented that the levy is certified, so this has no effect on the certification from FEMA. Ms. House said it is her understanding at this point that they've not actually made the decision if the seawall can be removed from this piece of property. She knows that Coeur d'Alene North will take care of removing anything, if it isn't needed anymore.

MOTION: by Council Member Evans, seconded by Council Member Adams, to recommend that Council adopt Resolution No. 14-023 approving the lease agreement with Coeur d'Alene North Homeowner's Association for the property described as Isles of Troy, Lot 1, Block 2, URD Lake district 1997 Section 14 Township 50N, Range 04W for \$10.00 per year for 25 years.

Item 2. Adoption of CDA 2030 Action Implementing Plan.
(Resolution No. 14-024)

Mike Gridley, on behalf of the CDA 2030 Project Management Team, is asking the Council to consider adopting the CDA 2030 vision statement, drafted by the community vision committee, and then the strategies that go along with the vision and ultimately the actions that the community wants the city to look at doing, from the perspective of a lead partner. Mr. Gridley explained that the City is not committing to anything but looking at the concept of the projects proposed in the plan. If Council adopts this staff will work with administration and department heads to see how they fit into the proposed actions. Adopting this will not automatically be a resource commitment but taking the community's ideas and working with staff to say "are these things we should do, are we already doing them, or are they things we should be doing differently."

Councilmember Evans said she has been part of the Vision CDA2030 process and is impressed with the development and the diversity of the community that's come together to build these actions and strategies for our community. She commented that a lot of hours have gone into this and she is happy to support this plan.

Councilmember Adams asked for clarification on what the Council is being asked to do. Mr. Gridley said it will be the adoption of the community vision, which is a statement and strategies of what the community's vision / proposed action plan is. The only thing that is set in stone, if you will, is the vision statement and the strategies. The action plan / implementation plan will be addressed in the future.

Councilmember Adams said he's had philosophical objections to visioning from the out-set, so he will be opposing this item.

ITEM WILL BE FORWARDED to the full City Council without recommendation.

Item 3. Request by James Sheppard to amend Municipal Code 5.08.160 (b) Beer, Wine or Liquor prohibitions within the city; exceptions.
(Information Only)

Renata McLeod said staff is looking for direction from the Council if they want to amend regulations to allow for the sale and non-consumption of beer / wine within a special event area such as a Farmer's Market that occurs upon a city street. Mrs. McLeod noted in her staff report that the City Municipal code does not allow for the possession or consumption of beer, wine or other alcoholic beverage on city property (with some exceptions involving special permits for some parks and the Jewett House). Therefore, the current request by Mr. Sheppard to sell wine at the Farmer's Market on Wednesdays would not be allowable without a code change. Additionally, the City code requires that anyone selling alcoholic beverages must first obtain a city license. The license is specifically required for a full year with no exceptions. If the City Council is interested in directing staff to amend City codes to allow the sale of alcoholic beverages at a Farmer's market type event upon city property, then it may want to consider amending the license requirements to allow another category for seasonal licenses.

Councilmember Evans asked, if the code is amended as requested, it would apply to anyone wishing to pursue this in the City. Mrs. McLeod said yes. However, it could be amended to read as Council sees fit. Councilmember Evans said she is in favor of staff taking a look at this and bringing back a draft ordinance.

Councilmember Adams said he supports that. Councilmember Adams asked for clarification of Mr. Sheppard's statement that this is a winery sponsored event. Is he not accurate in that assessment? Mrs. McLeod said what he is referring to is he owns a winery. Under the state code, he's allow to go to certain events and have tasting and sale his wares. However, the code also states the municipalities can be more strict than Idaho. Our municipal code does not allow him to do this on a city street.

THE COMMITTEE DIRECTED STAFF to draft amendment regulations to allow for the sale and non-consumption of beer/wine within a special event area such as a Farmer's Market that occurs upon a city street.

Item 4. Lease of city-owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July.
(Resolution No. 14-023)

Troy Tymesen, Finance Director, is requesting approval to lease the City owned parking lots to the chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display. Mr. Tymesen noted in his staff report this proposal from the Chamber, and previously recommended by the Parking Commission, would allow the Chamber to lease the City owned

parking spaces from the City for \$7.00 per space, the current fee for an event parking space. It is anticipated that this lease will generate in excess of \$5,310.00 to the City's parking fund. The Chamber is proposing to charge \$15.00 per car for parking on the 4th of July in order to generate income to assist with the cost of the fireworks display. The estimated cost of the fireworks display is \$30,000.00. The Chamber has taken on more responsibility for the traffic control expense on that day and will be paying for multiple traffic flaggers. This would be the 5th year of this partnership. Mr. Tymesen also noted that 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt Resolution No. 14-023 approving a lease for city owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

**Item 5. Approval of a code amendment to add door to door solicitation regulations.
(Information only)**

Kathy Lewis, Deputy City Clerk, is asking Council to determine what regulations they want to adopt for door to door solicitation. Mrs. Lewis reported in her staff report that the General Services Committee asked staff to investigate what regulations have been adopted by other cities regarding residential solicitation. The City has been receiving complaints from citizens including solicitors at their door late at night, people not representing who they say they are, solicitors walking into homes when door is not answered, sales people intimidating others to gain entry, expressing the feeling that solicitors are "casing their home" for a future break in, and people collecting money fraudulently with no goods ever received. Based on the research and conferences with the City Police Department and Criminal Division of the Legal Department, staff is bringing forward the proposed regulations for Council comment.

Councilmember Evans asked what the recommendation from staff is. Mrs. Lewis said staff is recommending adoption of the regulations as proposed, however, the council may direct staff to make changes. Councilmember Evans asked for a review of the financial obligations of the background checks. Mrs. Lewis said there is a \$41.50 fee by the FBI to do the criminal history background check. The Police Department charges \$10.00. Once that process is done, then the city can check them online the following year. Currently, there is no fee assessed for staff time to process the permit. That could be added if the Council so chooses. Background checks are currently done for childcare facilities, merchant police, massage facilities, and security guards.

Councilmember Evans said these regulations would give people a level of security. Mrs. Lewis said this would certainly give the City some enforcement criteria, whereas now, we have none.

Councilmember Adams said he is in favor of the proposed amendments.

MOTION: by Councilmember Evans, seconded by Councilmember Adams, to recommend that Council adopt the proposed Door to Door Solicitation regulations as presented.

The meeting adjourned at 12:28 p.m.

Respectfully submitted,
Juanita Knight
Recording Secretary

June 9, 2014
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Dan Gookin
Council Member Kiki Miller
Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant
Sid Fredrickson, WW Superintendent
Mike Gridley, City Attorney
Troy Tymesen, Interim City Administrator

Item 1 Declaration of Emergency
NO MOTION – FOR INFORMATION ONLY

Sid Fredrickson, Wastewater Superintendent, noted that the request for Declaration of Emergency was requested in error, since the repair work totaled less than \$25,000.00 and, as a result, this item is just for the council's information only, with no action required.

The staff report submitted noted that on May 28, 2014 while routinely jet cleaning the sewer line on Walnut Avenue between Government Way and 1st Street, the Wastewater Utility's jet nozzle became stuck inside the sewer main. This necessitated the hiring of a contractor who could respond immediately. Buddy's Backhoe Service excavated the street and cut a section of the main to get the nozzle unstuck and prevent a sewer backup. An inspection of this public sewer line revealed that the main was substandard and had a "lamp-hole" in-place of a manhole. A decision was made to replace the entire section and bring the public sewer into conformance with city standards. Walnut Street was closed and the sewer main replacement began on Thursday, May 29. The lamp hole was abandoned and sealed and the street section was paved on Friday, May 30. Adequate reserve funds existed in both the operating fund and the capitalization fund.

Councilmember Miller asked if something like this comes up, does the Wastewater Department utilize a small works roster of some kind with a list of contractors that can be called. Mr. Fredrickson said the department has an informal list and they generally start calling and go with whoever can respond the fastest.

Councilmember Gookin asked what a "lamp hole" is. Mr. Fredrickson said that it is a "Y" that is on the main, with a piece of pipe that comes up to the surface with a cap on it, for "rodding." He noted that "lamp holes" don't work very well and haven't been standard on the sewer system for 40 years; however, the pipe in that section is old.

MOTION: NO MOTION – For Information Only.

**Item 2 City Adoption of CDA 2030 Community Vision, Strategies, and
Implementation Plan
NO MOTION - FOR INFORMATION ONLY**

Mike Gridley, City Attorney, presented a request from the CDA 2030 Project Management Team for Council adoption of the CDA 2030 Community Vision, Strategies and proposed Implementation Plan.

Mr. Gridley explained in his staff report that CDA 2030 started with the need to update the CDA 2020 plan that was completed in November 2000. The CDA 2020 plan was very successful in creating a community vision that ultimately resulted in such projects as the Kroc Center, public art, downtown revitalization, trails, etc. By late 2012, however, there was a sense that a new, positive plan for the future of our community was needed. Beginning in January 2013 a proposal to create a 2030 plan was endorsed by City Council, LCDC, and a Community Advisory Committee comprised of 30 community leaders, and several hundred citizens who attended public meetings. Since June 2013 CDA 2030 has held public meetings, conducted surveys, interviews and solicited public opinion on the community's ideas for the future of Coeur d'Alene.

CDA 2030 has finished the data gathering from the community and the Vision Drafting Committee has written the Community Vision Statement and supporting Strategies. Following that, the community Implementation Planning Team has been meeting to finish the initial version of the Vision Implementation Plan (VIP). The proposed VIP contains very specific action items along with identifying lead partners that will enable the community's goals and vision to be accomplished. The VIP action items will be tested and prioritized by a scientific public survey prior to finalizing. Passing the resolution adoption CDA 2030 Community Vision, Strategies and proposed Implementation Plan will have no immediate financial impact on the city. Similar to the city's Comprehensive Plan, the decision makers at the city could refer to the Vision documents to analyze whether a proposed action is consistent with the community's vision for the future. Action items that are led by the city may have costs attached to them that will be worked through with the involved departments and supporting partners as the action items are evaluated for implementation. Additionally, although not a part of this request, CDA 2030 anticipates that the city will continue to be a partner with other community members in the ongoing financial support of the CDA 2030 Visioning Project.

Mr. Gridley said that the Community Vision Statement describes how the community has said that they want Coeur d'Alene to look in the future. The Strategies list has also been community-generated. They think that the thing that distinguishes this plan from other previous visioning projects is that they don't want it to be just an aspirational goal document – they wanted it have actual action items. They are requesting that the City adopt the Implementation Plan and Mr. Gridley noted that it just means that the City agrees to look at the Implementation Plan and facilitate to see if it makes sense to move forward on the individual items. Any of the action items would entail a negotiation with administration and departments to see if it makes sense, and a review of where the resources would come from.

Councilmember Gookin noted that some of the things on the Implementation Plan have already been done. Mr. Gridley agreed and noted that those items were left on the list so that community members could see that they have been accomplished. Councilman Gookin also agreed that he does not want to see this document put on a shelf. Mr. Gridley said that eventually they want to get to the point that they have some kind of a board or management entity that exists, and maybe the City would be the lead on that. They want to have someplace where if people have an idea, they would have someone to take it to. Some of the ideas presented in the Vision were out of the realm of the city. Mr. Gridley noted that the reality is that the community has expressed their vision of the future, and the vision contains aspirational ideas and goals, but at some point you have to "land the plane." The idea has to touch the ground and move forward. The action plan will always be somewhat fluid because everything changes. By adopting the

Implementation Plan, council is not saying that they agree 100% with the ideas or that they are going to do all of them. Council would just be saying that they are willing to work through the ideas as a resource partner.

Mr. Gridley said that when they have looked at other cities that have done this successfully, they have found that the timeline isn't all that critical because once you get the ideas together, then a lot of the things get done. One option is to set up some sort of "outside the city" entity that would be a Board of Directors that monitors and keeps the vision plan moving forward and encourages community participation. Mr. Gridley further noted that many times the only interactions citizens have with the city is when they get mad. This is a chance for people to bring positive ideas in without having to come to the council and complain.

Councilmember Miller asked if this would come to the full council for approval. Mr. Gridley said that the goal was to touch bases with each subcommittee, and then on Tuesday Dr. Buck from the University of Idaho will be at the council meeting to talk about it. Mr. Gridley said that he thinks the timing is good because the city is going through its budgeting process and some of the projects would take resources or staff.

Councilmember McEvers said that it seems like most of the implementation plan is focused on the city pursuing the projects. Mr. Gridley said that there are 180 action items, and the city is listed as the lead partner on around 60 items. Some of the action items are clearly in the city, so the city would be coordinating and supporting it. Councilmember Miller said that it was her understanding that it doesn't necessarily mean that the city will spearhead the projects and that there is some fluidity as to how it can happen.

Councilmember McEvers asked if when the Community Vision and Implementation Plan are adopted, would there be a "driver" behind it. Mr. Gridley said that they are discussing following the model that other cities have used, which is setting up a separate standing committee, with a "board of directors" and they would be the ones who would pursue the implementation plan. They are also talking about having an employee – either a city employee or a separate employee funded partially by the city and others. They are still talking about it and meeting with Mr. Tymesen, the mayor, and others.

Mr. Gridley said that the way he views it is, if the council adopts the Vision Statement and Implementation Plan, then Administration and department heads would take the action items and review them, and decide which departments and outside resources are needed. Council would validate the idea, and then staff would work through it. The council is not approving a "blank check"-- just saying move forward. The document is basically the thoughts, opinions, viewpoints, and ideas from the community that have been gathered and sifted and put into the document.

Mr. Gridley reminded everyone that Vision 2030 is having a celebration on June 25th at the "Live After Five" event on 5th & Sherman. He will noted that a resolution will be available at the council meeting and the council will have an opportunity to either accept or reject the document.

MOTION: NO MOTION – FOR INFORMATION ONLY.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson

Public Works Committee Liaison

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 4/30/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2014
<u>General-Designated</u>	\$581,204	\$4,556	\$9,110	\$576,650
<u>General-Undesignated</u>	8,419,683	1,120,741	2,908,209	6,632,215
<u>Special Revenue:</u>				
Library	127,487	17,194	94,797	49,884
CDBG	(12,470)	12,500	27,829	(27,799)
Cemetery	78,805	21,776	44,780	55,801
Parks Capital Improvements	231,731	53,831	6,036	279,526
Impact Fees	3,017,299	138,381		3,155,680
Annexation Fees	68,544	7		68,551
Insurance	(581,612)		777	(582,389)
Cemetery P/C	1,771,781	5,305	1,875	1,775,211
Jewett House	48,996	2,772	1,687	50,081
Reforestation	17,246	2,213	2,186	17,273
Street Trees	210,479	11,919	22,148	200,250
Community Canopy	2,699		166	2,533
CdA Arts Commission	1,788	2,943	361	4,370
Public Art Fund	79,659	7		79,666
Public Art Fund - LCDC	416,750	39	70,000	346,789
Public Art Fund - Maintenance	122,303	11	291	122,023
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	983,138	12,296		995,434
LID Guarantee	38,292	2,436	512	40,216
LID 130 Lakeside / Ramsey / Industrial Park	51,564			51,564
LID 146 Northwest Boulevard				
LID 149 4th Street	5,773	161		5,934
<u>Capital Projects:</u>				
Street Projects	706,604	501	19,766	687,339
<u>Enterprise:</u>				
Street Lights	138,550	41,409	85,092	94,867
Water	(31,337)	414,227	386,576	(3,686)
Water Capitalization Fees	3,388,053	77,279	202,097	3,263,235
Wastewater	4,141,565	2,304,526	1,057,897	5,388,194
Wastewater-Reserved	1,244,783	27,500		1,272,283
WWTP Capitalization Fees	3,794,049	301,400		4,095,449
WW Property Mgmt	60,668			60,668
Sanitation	(362,223)	307,572	285,850	(340,501)
Public Parking	(99,499)		3,685	(103,184)
Drainage	367,349	81,313	9,278	439,384
Wastewater Debt Service	992,466	92		992,558
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	152,412	338,587	304,823	186,176
LID Advance Payments	845			845
Police Retirement	1,381,567	15,774	17,856	1,379,485
Sales Tax	1,338	1,618	1,338	1,618
BID	136,030	3,587		139,617
Homeless Trust Fund	545	364	545	364
GRAND TOTAL	\$31,694,903	\$5,324,837	\$5,565,567	\$31,454,173

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$147,555	69%
	Services/Supplies	11,840	7,334	62%
Administration	Personnel Services	319,115	204,617	64%
	Services/Supplies	69,390	16,106	23%
Finance	Personnel Services	614,642	404,691	66%
	Services/Supplies	99,060	77,967	79%
Municipal Services	Personnel Services	960,817	632,276	66%
	Services/Supplies	444,141	300,902	68%
	Capital Outlay	7,000	6,836	98%
Human Resources	Personnel Services	244,271	90,818	37%
	Services/Supplies	30,200	9,419	31%
Legal	Personnel Services	1,377,700	914,294	66%
	Services/Supplies	104,126	58,399	56%
Planning	Personnel Services	433,125	223,388	52%
	Services/Supplies	9,100	5,846	64%
Building Maintenance	Personnel Services	299,965	187,100	62%
	Services/Supplies	122,296	73,957	60%
	Capital Outlay			
Police	Personnel Services	9,640,019	5,850,869	61%
	Services/Supplies	796,950	450,184	56%
	Capital Outlay	66,372	91,702	138%
Fire	Personnel Services	7,524,974	5,126,025	68%
	Services/Supplies	405,436	278,781	69%
	Capital Outlay			
General Government	Services/Supplies	216,920	216,806	100%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		54,165	
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100	16,993	39%
	Capital Outlay	27,156	15,787	58%
Streets	Personnel Services	1,904,608	1,116,377	59%
	Services/Supplies	553,251	342,134	62%
	Capital Outlay		3,573	

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2014	PERCENT EXPENDED
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CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	127,264	60%
	Services/Supplies	38,300	20,294	53%
Engineering Services	Personnel Services	523,881	351,525	67%
	Services/Supplies	741,600	297,427	40%
	Capital Outlay			
Parks	Personnel Services	1,404,361	718,455	51%
	Services/Supplies	438,300	207,233	47%
	Capital Outlay	83,000	76,101	92%
Recreation	Personnel Services	619,035	349,536	56%
	Services/Supplies	136,200	75,268	55%
Building Inspection	Personnel Services	850,588	505,024	59%
	Services/Supplies	43,258	21,679	50%
Total General Fund		31,743,213	19,674,707	62%
Library	Personnel Services	1,034,823	670,646	65%
	Services/Supplies	182,350	103,210	57%
	Capital Outlay	110,000	70,154	64%
CDBG	Services/Supplies	297,298	83,463	28%
Cemetery	Personnel Services	140,091	94,763	68%
	Services/Supplies	94,164	41,740	44%
	Capital Outlay	38,000	20,757	55%
Impact Fees	Services/Supplies	731,710	328,200	45%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	92,257	20%
Insurance	Services/Supplies	280,000	277,476	99%
Cemetery Perpetual Care	Services/Supplies	98,000	64,749	66%
Jewett House	Services/Supplies	59,640	18,850	32%
Reforestation	Services/Supplies	2,000	1,175	59%
Street Trees	Services/Supplies	65,000	27,984	43%
Community Canopy	Services/Supplies	1,500	687	46%
CdA Arts Commission	Services/Supplies	6,600	395	6%
Public Art Fund	Services/Supplies	250,800	158,897	63%
Total Special Revenue		3,866,776	2,069,403	54%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
EIGHT MONTHS ENDED
May 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2014	PERCENT EXPENDED
Debt Service Fund		<u>1,255,435</u>	<u>250,711</u>	<u>20%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 EIGHT MONTHS ENDED
 May 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2014	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Front Avenue Project	Capital Outlay		334,176	
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000	51,261	4%
Levee Certification	Capital Outlay	260,000	214,895	83%
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay		213,477	
Atlas Road Widening	Capital Outlay	394,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		2,072,370	813,809	39%
Street Lights	Services/Supplies	572,000	368,875	64%
Water	Personnel Services	1,652,706	1,067,423	65%
	Services/Supplies	4,219,911	744,738	18%
	Capital Outlay	2,329,900	1,097,785	47%
Water Capitalization Fees	Services/Supplies	1,100,000	190,600	17%
Wastewater	Personnel Services	2,352,374	1,464,433	62%
	Services/Supplies	6,338,854	1,194,168	19%
	Capital Outlay	10,160,300	5,576,659	55%
	Debt Service	2,025,641	528,000	26%
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,499,362	2,314,570	66%
Public Parking	Services/Supplies	179,957	70,633	39%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	67,850	66%
	Services/Supplies	663,812	181,160	27%
	Capital Outlay	250,000	23,182	9%
Total Enterprise Funds		36,348,000	14,890,076	41%
Kootenai County Solid Waste		2,200,000	1,261,841	57%
Police Retirement		175,800	119,021	68%
Business Improvement District		186,000	40,000	22%
Homeless Trust Fund		5,900	3,181	54%
Total Fiduciary Funds		2,567,700	1,424,043	55%
TOTALS:		\$77,853,494	\$39,122,749	50%