



Coeur d'Alene

CITY COUNCIL MEETING

September 16, 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

September 2, 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 September 2, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

Woody McEvers) Member of Council Absent

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

INVOCATION: Pastor Ron Hunter, Church of the Nazarene provided the invocation.

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

AMENDMENTS TO THE AGENDA:

MOTION: Motion by Gookin, seconded by Evans to amend the Consent Calendar item number 4, setting of the Public Hearing for ZC-3-14 – Zone Change of 3615 Fruitland Lane, from R-12 to R-17 to October 7, 2014 rather than September 16, 2014. **Motion Carried.**

PUBLIC COMMENTS:

Front Avenue Project:

John Montandan, Coeur d'Alene, stated that he owns the Wiggett Mall building and was told that as part of the Front Avenue project he would be getting an awning over the drive in doorway. Additionally, the loading zone was installed three or four spaces down from the loading area and he requested that the loading zone be move to closer to the door used for loading. Mayor Widmyer stated that there was a meeting last week where this item was brought up and staff will be in touch soon.

Weapons Ordinance

Tina Cochene, Coeur d'Alene, stated that the ordinance regarding fire arms should be updated to be in compliance with state law. She stated that Mr. Gridley is incorrect about conflicting state codes. She requested the city code be repealed.

Bruce Berry, Coeur d'Alene, stated that he is a single full-time father and spoke to the higher law taking precedence over the lower law, such as the City's parade firearm prohibition law. He believes people have the right to bear arms. He has witnessed unarmed people being attacked by criminals. He stated that he is challenging the City code today.

Transient Issues:

Bryan Denolle, Coeur d'Alene, expressed concerns regarding the transient problem in Coeur d'Alene. He has specifically witnessed transients sleeping outside of Red Lobster along US 95. He said he called law enforcement and they just removed the sign the transients were holding and left. He later heard about the issue with transients in the city parking garage and wanted to let the Council know that it has been going on for a while and it is a problem.

Spokane River Corridor

Chet Gaede, Coeur d'Alene, asked the Council to remember their excitement about the property purchase and future opportunities in regards to the Spokane River Corridor property acquisition. He is concerned about some of the property already being in the city limits with the potential for development prior to the master planning being complete. He expressed concern that the shoreline protection ordinance can be avoided through a PUD and asked the Council to get ahead of this by telling staff that they would be hesitant to waive the ordinance in this area and that they desire to make as much of the property as possible public riverfront property.

Councilmember Gookin asked for clarification regarding the PUD process and the possibility of a PUD coming in tomorrow. Mr. Wilson stated that an application for a PUD could be turned in which would start the process for a public hearing. The original annexation agreement required that prior to development the owner would have to submit a PUD and speak to elements such as trails, as requested by Council. Mr. Wilson stated that he has met with the developer, who stated that he will not be ready until November or so and further stated that he is looking at ways to maximize the shoreline access to the public. Mr. Wilson clarified that the PUD allows a developer to amend or vary the items in the shoreline ordinance; however, the current comprehensive plan language is different than in the past and there is less leeway. Mr. Gridley stated that LCDC has agreed to purchase BNSF land within their district, which provides the amount needed for total funding of the acquisition. There are on-going negotiations regarding the purchase and sale agreement in respect to surveys and environmental studies, etc. He believes the agreement will be ready to bring forward at the 2nd meeting in September.

New Police Chief:

Troy Tymesen, Coeur d'Alene, wanted to take a moment to introduce the new Police Chief Lee White. Chief White formerly served as Assistant Police Chief in Mesa, Arizona. Chief White said he is excited for the opportunity and is looking forward to building relationships with the community. Also attending the swearing in ceremony today were several of Chief White's

colleagues from the Mesa Police Department including Chief Frank Milstead, Assistant Chief Heston Silbert, Commander Dave Hagar, and Deputy Chief Deanna Cantrell.

CONSENT CALENDAR: Motion by Gookin, seconded by Edinger to approve the consent calendar.

1. Approval of Council Minutes for August 19, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for September 8, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a Public Hearing for September 16, 2014, for fee increases for the Municipal Services Department, Parks Department and Water Department and to set a Public Hearing for October 7, 2014 for ZC-3-14 – Zone Change of 3615 N. Fruitland, from R-12 to R-17.
5. Approval of SS-3-13, West Lakeshore Condominiums Final Plat.
6. Approval of Beer and Wine License for The Cork Tap House, located at 2034 Main Street, Coeur d’Alene; to Michael Dimico and Trisha Maddy (new).
7. Approval of the Community Development Grant Award Recommendations for Plan Year 2014 and 2015.
8. Approval of **Resolution No. 14-036** A RESOLUTION OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D’ALENE INCLUDING APPROVING S-2-14, APPROVAL OF SUBDIVISION AGREEMENT, SECURITY, AND FINAL PLAT FOR CIRCUIT AT SELTICE; APPROVING UPDATES TO THE CITY’S RECORDS RETENTION MANUAL; AND APPROVING AN AGREEMENT WITH ST. VINCENT DE PAUL FOR A COMMUNITY DEVELOPMENT BLOCK GRANT AWARD.

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

COUNCIL ANNOUNCEMENTS:

Councilmember Miller stated that at the recent Library Board meeting the trustees approved moving forward with exploring the possibility of a shared public library annex with School District 271.

Councilmember Gookin said that he received a call this weekend that Channel 19 was without sound and Mr. Crowe addressed the issue with Time Warner. He thanked them for their response.

MAYOR ANNOUNCEMENTS: Mayor Widmyer asked for the appointment of Dave Patzer to the Lake City Development Corporation.

MOTION: Motion by Edinger, seconded by Gookin to approve the appointment of Dave Patzer to the Lake City Development Corporation.

DISCUSSION: Councilmember Gookin stated that LCDC previously had two Council representatives and asked to discuss if councilmembers should be appointed voting members to the

board, as he believes a voting member could result in a conflict between LCDC and City Council actions. He would recommend replacing the LCDC Board with the full Council. Mr. Gridley clarified that there have previously been voting Council board members. No further discussion was held.

Motion carried.

ADMINISTRATOR'S REPORT: Interim City Administrator Troy Tymesen stated the Coeur d'Alene Police Department is proud to announce the second newest member of the department as K-9 Pecco. Pecco is a three year old Belgium Malinois from the Netherlands. K-9 Pecco has been partnered with Officer Amy Winstead. In August Officer Winstead and Pecco graduated from a 360 hour basic K-9 training school and passed the Idaho K-9 certification evaluation for tracking, evidence, and patrol work. At a later date Pecco will obtain training to be certified as a narcotics detection dog. The Coeur d'Alene Fire Department will hold an open house on Saturday, September 13, from 11:00 a.m. to 2:00 p.m. at Fire Station No. 3, located at 1500 N. 15th Street. The event will be packed with fun and education, as well as a free hot dog lunch. The theme this year is "Working Smoke Alarms Save Lives." Joining firefighters at the open house will be Coeur d'Alene police, the Coeur d'Alene Firefighter Pipe and Drums, and Sparky the Fire Dog! Attractions include Life Flight medical helicopter, Idaho Disaster Dogs, a fire extinguisher demonstration and a combat challenge for kids. The Coeur d'Alene Fire Department is celebrating 125 years of service this year. He encouraged the community to join on the celebration. The Coeur d'Alene Fire Department was recently presented with a Life Safety Achievement Award for its fire prevention accomplishments in 2013 by the National Association of State Fire Marshals Fire Research and Education Foundation (NASFM Foundation) in partnership with Grinnell Mutual Reinsurance Company. The Life Safety Achievement Award recognizes fire departments for their fire prevention programs that have been proven to save lives year after year. The Coeur d'Alene Fire Department is one of 142 fire departments across the United States to receive the award this year for recording zero fire deaths in 2013 or reducing fire deaths by at least 10 percent during the year. In addition, award recipients documented active and effective fire prevention programs as well as a clear commitment to reducing the number of house fires in the community. Eighteen hungry goats spent 64 days this summer munching down weeds at five city wells, and four reservoir sites, marking the fourth year goats have been used for weed abatement at city water utility facilities. The Water Department uses the goats as an effective, low-cost environmentally friendly solution to control weeds. A new book club focusing on the many facets of a local food system is starting at the Coeur d'Alene Public Library in partnership with the Inland Northwest Food Network. The "Food for Thought" Book Club will start with a discussion of Michael Pollan's "The Omnivore's Dilemma: A Natural History of Four Meals" on Wednesday, September 3rd, from 6:00 to 7:30 p.m. in the Community Room. Fall children's programs also begin the week of September 9th, along with budgeting and computer training classes. For more information, call the Library at 769-2315. Kootenai Health is donating \$7,500 to the city's reforestation program to plant street trees. Because of the expansion of the hospital, some trees within the footprint of the new building on their property will have to be removed. Kootenai Health will be planting many replacement trees but, in addition, wanted to sponsor a planting program to help offset the loss of the trees and the environmental benefits they provide in our city. The trees will be planted in public right-of-way areas where abutting property owners are willing to provide care. The street trees will provide

many environmental, social and economic benefits for the entire community for many years to come. He thanked Kootenai Health for their generous donation. The Coeur d'Alene 2030 Visioning Project is proud to release the first version of the Vision Implementation Plan. This near-term implementation plan, slated to take place over the next 5+ years, can be found at the CDA 2030 website, www.cda2030.org and is available in limited print. The Implementation Plan details specific actions to guide community partners in achieving the community's vision through a broad range of programs and projects. The plan was drafted based on the community's shared, long-term vision for the future and thousands of individual ideas gathered over the course of this last year through public forums and workshops, surveys, opinion polls, and interviews. The "living" document is expected to include revisions and additions over time, and the plan will be periodically reviewed and updated to incorporate such changes. CDA 2030 is an independent, non-partisan, non-aligned effort with one overarching goal – to support the development of a bright future for greater Coeur d'Alene. For more information or to get involved, visit www.cda2030.org. The city is recruiting for City Administrator, Police Department Applications Analyst, Records Specialist and Police Officer. Please visit the city website and click on the "Job Posting" icon on the main page for a list of current openings at the City of Coeur d'Alene. The Coeur d'Alene Arts Commission is seeking nominations for the 19th Annual Mayor's Awards in the Arts. Please consider nominating a deserving individual, business, or organization in the categories of Excellence in the Arts, Support of the Arts, and Arts in Education. Nomination forms are available at City Hall, and can be downloaded from www.cdaid.org. Nominations must be submitted by September 5, 2014. For more information, call Steve Anthony at 769-2249, or email stevea@cdaid.org. The CDA TV committee currently has openings for a Citizen at Large residing in the City Limits, and a student representative and alternate. If one has media experience or is interested in the city's government/education channel, CDA TV, please submit an application for membership. Please call Amy Ferguson, at 666-5754 for an application form, or visit www.cdaid.org, click on "I want to . . ." and then click on "Volunteer." The city of Coeur d'Alene strives to provide responsive, consistent and convenient services to the citizens of our community. Each month, a "CityPoll" question will be posed to learn how the community feels about a particular issue. This is not a survey, but a poll asking primarily "yes" or "no" questions. It is an attempt to gain public input from a different audience and notification of the unique poll will be included on monthly utility bills. Data collected will be used as guidance in the city's strategic planning process. One vote is allowed per computer per month. The city is accepting polling question ideas from the council and the community. This month's question is regarding Dog Parks. Visit www.cdaid.org to participate. Meet Coeur d'Alene's new Chief of Police, learn what makes the Lake City's longest serving employee tick, and discover the possibilities of improved public access to the Spokane River in western Coeur d'Alene. Learn about it all and more in our newest newsletter. To subscribe visit our website at cdaid.org and click on the Municipal Milestones Newsletter icon. Additionally, 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 DONATION FROM THE COEUR D'ALENE SOFTBALL ASSOCIATION AND COEUR D'ALENE NATIONAL TOURNAMENT COMMITTEE FOR NEW ROOF AT MEMORIAL FIELD.

STAFF REPORT: Recreation Director Steve Anthony stated that the Recreation Department pledged its support in raising \$10,000.00 towards the new roof at Memorial Field. The roof has not been replaced in over 45 years. The following donations have been pledged: Coeur d'Alene Softball Association \$5,000.00, Coeur d'Alene National Tournament Committee \$5,000.00 and he asked the Council to accept those donations. The roof was installed in July, as summer was the best time to complete the work.

DISCUSSION: Councilmember Gookin thanked Mr. Anthony for doing such a good job, and he personally receives a lot of compliments for the protection of the historic field.

MOTION: Motion by Edinger, seconded by Adams to approve the donation from the Coeur d'Alene Softball Association and Coeur d'Alene National Tournament Committee for the new roof at Memorial Field. **Motion carried.**

RESOLUTION NO. 14-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ADOPTING THE PERSON FIELD MASTER PLAN.

STAFF REPORT: Interim Parks Director Bill Greenwood stated that the Parks and Recreation Commission and the General Services Committee recommended the approval of the Person Field Master Plan with phased implementation as funds are available. In February meetings were held with the neighborhood and the Junior Tackle group, in which the conceptual plan was discussed. The groups supported the plan and asked that the Master Plan be approved for the future with phased implementation. The neighborhood wanted to keep the track, so the plan includes it but narrowed it down by a lane or two. Off street parking and irrigation will be included in future additions to the park. The playground will be installed this weekend due to the donation from the Coeur d'Alene Realtors Association.

DISCUSSION: Councilmember Edinger stated that the neighborhood committee had a lot of discussion and approved the concept. Councilmember Gookin stated that he likes the plan and wondered if the fence was staying. Mr. Greenwood stated that the fence will remain in the non-parking areas. Councilmember Miller asked if the committee members were going to continue to be involved. Mr. Greenwood clarified that they would and that improvements will be made as money is available, as costs for restrooms can be up to \$150,000 which would take time to fund. Councilmember Edinger asked Ms. Snedaker to speak on behalf of the group. Ms. Snedaker stated that it has been a long process and once the city acquired it, the neighbors took on the project. She noted that a citizen can make a difference.

MOTION: Motion by Edinger, seconded by Evans, to approve **Resolution No. 14-037** adopting the Person Field Master Plan.

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

DISCUSSION REGARDING AMENDMENTS TO MUNICIPAL CODE 9.52.040; ILLEGAL POSSESSION OF WEAPONS AT PARADES OR PUBLIC ASSEMBLIES.

Staff Report: City Attorney Mike Gridley said this item came forward last spring and arises from the late 1990's when the city had people counter-demonstrate and brandish weapons during parades. The ordinance prohibits weapons within 1,000 feet of a parade or public assembly. The issue being raised is a conflict of the city prohibition and the state law. Idaho Code 18-3302 (J) states that except as expressly authorized by state statute, no county, city, agency, board or any other political subdivision of this state may adopt or enforce any law, rule, regulation, or ordinance which regulates in any manner the sale, acquisition, transfer, ownership, possession, transportation, carrying or storage of firearms... However, Idaho Code 50-308 states that a city shall have the power to prevent or restrain disorderly assemblies. If the City believes it would restrain the disorderly assembly by regulating weapons it would do so under Idaho Code 50-308. Councilmember Adams stated that the City Attorney from Wallace spoke at the General Services meeting and in 1967 the code was written that gave city's power to police weapons, and this request would only remove the prohibition of concealed weapons. He stated that the legislature amended the code to remove the conflict and does not understand how Idaho Code 50-308 could stand as it is in conflict with another statute. He also stated that in April the Coeur d'Alene Press ran a poll regarding allowing concealed weapons at parades and found 69% of the readers said yes. Additionally, two people testified tonight with zero testifying in opposition. Councilmember Adams stated that the argument to support the current code is to support the spirit of the ordinance to protect against hate groups and his recommendation is to get the code into compliance with state law. Councilmember Edinger stated that this code has not been challenged in a court; just individually by speaking to the City. Additionally, at the time the ordinance was brought forward he felt it was the right thing to do and he believes it has been a good deterrent for the city. Councilmember Adams stated that he believes the older statute is cancelled out by the newer statute. Councilmember Gookin clarified that Idaho Code 50-308 says that the city should have the power to restrain riots, etc., which is what is allowing the city to prohibit weapons at parades and that the code uses the term prevent, which gives some leniency. Gookin has an issue with the broadness of the definition of weapon and the intent. Mr. Gridley stated that the Ordinance gives police a tool and a right to talk to people about what they are doing. Councilmember Edinger stated that the ordinance was intended to protect the safety of the public at parades and public assemblies, and that he is not opposed to the 2nd Amendment right, but does not believe that there needs to be weapons at these events.

MOTION: Motion by Edinger, seconded by Edinger to leave ordinance the same. **Motion carried with Adams and Gookin Opposed.**

DISCUSSION: Councilmember Miller stated that the intent was to protect those watching the event and further clarified the request is to make a change to the code to prohibit firearms, not all weapons. Councilmember Edinger stated that there are some expectations such as veterans, law enforcement, and armed forces being allowed to carry firearms. Councilmember Gookin stated that he would not support the motion as he supports the Constitution.

COUNCIL BILL NO. 14-1015
Ordinance No. 3491

AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE.

MOTION: Motion by Gookin, seconded by Edinger, to pass the first reading of Council Bill No. 14-1015.

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

MOTION: Motion by Edinger, seconded by Gookin, to suspend the rules and to adopt Council Bill 14-1015 by its having had one reading by title only.

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

UPDATE FROM THE SPOKANE RIVER CORRIDOR ADVISORY COMMITTEE

REPORT: Chet Gaede stated that the Ad Hoc Committee was formed in September 2013 to give the Council advice regarding the Spokane River Corridor. In 2014 staff combined the group with the Natural Open Space Committee, as it seemed to fit. The group worked with the committee for approximately three meetings, at which time they determined they could not function in that environment as the committee reports to the Parks Department and they felt their job was to report directly to the City Council. They believe their job and the creation of the committee is valid, but they need clarification regarding staff support and a procedure for how they move items forward, either through General Service or other sub-committees.

DISCUSSION: Councilmember Gookin asked for clarification from the committee regarding the staff support. Mayor Widmyer asked if they were seeking to be a “stand alone” committee. Mr. Gaede originally asked if they should be in Planning and Zoning but felt their role gets complicated because it includes bikes, trails, parks, and planning. In reviewing Council Meeting minutes the group envisioned their role as a multifaceted committee to pull all this stuff together. Councilmember Miller asked if staff has brought forward suggestions. Mr. Gaede stated that the first suggestion was the Open Space Committee then there was talk about Planning. He believes if they are a subset of the staff function they are left out of the loop, and they should start attending the Four Corner meetings, engineering meetings such as Seltice way, and should be at the negotiation table for swapping land for the railroad property. Councilmember Miller commended them for being active and wondered if they were being prohibited from attending the meetings. Mr. Gaede stated that currently they go through parks staff, and then Parks and

Recreation Commission. He provided examples of the annexation and purchase of railroad land that they never got word about until it was too late to be involved. Mr. Tymesen said that the committee was established based on public input. He stated that a committee would not be conducive to negotiate a land deal. He has had discussions with Mr. Gaede and explained that some of the items may come through the Council that would be quasi-judicial in nature so there are some legal concerns about what could come directly to the City Council. One option would be for the Ad Hoc Committee to make a presentation every three Council meetings and staff can work to keep them informed. Mr. Tymesen clarified that he hoped the Planning Department could take on some of the liaison duties. Mr. Gridley says there has not been any formal appointment of committee members, and there should be a chairman, etc. Mayor Widmyer stated that the committee should get together with staff to determine where the committee should go and work with Mr. Tymesen and Mike Gridley to clarify items and bring back suggestions to the next meeting. Mr. Gridley stated that the motion could be to bring back to Council suggestions on how big the committee should be, and how to communicate with the Council, etc.

Councilmember Gookin asked Mr. Gaede what is the mission statement of the committee. Mr. Gaede stated that the motion that was passed by the Council was to direct staff to establish an ad hoc committee for the purpose of reviewing and recommending options for community use and access in the Spokane river corridor from Huetter Road to the BLM property in Riverstone. Councilmember Gookin asked if the fulfillment of the committee would be for the committee to present the Council with a report regarding what they had reviewed and what they were recommending. Mr. Gaede stated that would be correct and that he would like a staff contact to provide notice of the meetings to fit within open meeting laws. Mayor Widmyer asked if the best way to move forward is to formalize the committee. Mr. Gridley stated that questions still exist about who should serve on the committee and how large it should be. Mr. Gaede stated that Roger Smith was a member and suggested someone from Kootenai Environmental Alliance, and a homeowner association representative. Councilmember Gookin stated that they should be independent from staff other than coordinating notices and that they should give the Council a report. Mr. Gaede stated that he would like to be involved with the land swaps once the property is purchased as they would be better suited to advise the Council, and that the committee should consist of 3-5 working members, including a developer.

MOTION: Motion by Gookin, seconded by Miller to direct staff to formalize the Spokane River Corridor Advisory Ad Hoc Committee to bring back a recommendation to the next council meeting.
Motion carried

**Council Bill 14-1016
ORDINANCE NO. 3492**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 4.25.030, AND 5.08.160 TO PROVIDE EXCEPTIONS TO THE OPEN CONTAINER LAWS TO ALLOW FOR A CONSUMPTION UPON CITY RIGHT-OF-WAY WITHIN A PEDAL BIKE AND/OR NON-MOTORIZED VEHICLE WHEREIN PASSENGER AREAS ARE SEPARATE FROM THE DRIVER AREA, BY PERMIT ONLY; PROVIDING REPEAL OF CONFLICTING

ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

MOTION: Motion by Gookin, seconded by Adams, to pass the first reading of Council Bill No. 14-1016.

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

MOTION: Motion by Gookin, seconded by Miller, to suspend the rules and to adopt Council Bill 14-1016 by its having had one reading by title only.

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

Resolution No. 14-038

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LETTER OF AGREEMENT WITH MARK BROWN D/B/A SOCIALLY GEARED CDA FOR THE COMMERCIAL USE OF THE CITY STREETS FOR RECREATIONAL TRANSIT.

MOTION: Motion by Gookin, seconded by Adams to approve Resolution No. 14-038 authorizing a Letter of Agreement with Mark Brown d/b/a Socially Geared CDA to permit open container upon the pedal bike recreational vehicle.

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

RECESS: The Mayor called for recess for 10-minute recess at 7:38 p.m. The meeting resumed at 7:49 p.m.

COUNCIL BILL NO. 14-1017
ORDINANCE NO. 3493

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014" APPROPRIATING THE SUM OF \$74,561,945 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$74,561,945 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2014.

Section 2

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

GENERAL FUND EXPENDITURES:	
Mayor and Council	\$ 237,027
Administration	294,883
Finance Department	735,745
Municipal Services	1,552,600
Human Resources	246,929
Legal Department	1,476,346
Planning Department	549,988
Building Maintenance	480,102
Police Department	11,216,460
Drug Task Force	25,710
ADA Sidewalks	265,657
COPS Grant	169,690
Fire Department	8,265,708
General Government	49,150
Engineering Services	1,287,825
Streets/Garage	2,515,577
Parks Department	1,869,944
Recreation Department	796,341
Building Inspection	842,057
TOTAL GENERAL FUND EXPENDITURES:	\$ 32,877,739

SPECIAL REVENUE FUND EXPENDITURES:	
Library Fund	\$ 1,387,111
Community Development Block Grant	359,966
Impact Fee Fund	194,956
Parks Capital Improvements	244,000
Annexation Fee Fund	117,000

Insurance / Risk Management	420,000
Cemetery Fund	284,190
Cemetery Perpetual Care Fund	97,500
Jewett House	67,089
Reforestation/Street Trees/Community Canopy	68,500
Arts Commission	6,750
Public Art Funds	210,600
TOTAL SPECIAL FUNDS:	\$ 3,457,662

ENTERPRISE FUND EXPENDITURES:	
Street Lighting Fund	\$ 535,600
Water Fund	8,325,955
Wastewater Fund	14,709,771
Water Cap Fee Fund	700,000
WWTP Cap Fees Fund	1,913,000
Sanitation Fund	3,560,334
City Parking Fund	220,839
Drainage Fund	1,179,109
TOTAL ENTERPRISE EXPENDITURES:	\$ 31,144,608

FIDUCIARY FUNDS:	\$ 2,575,420
STREET CAPITAL PROJECTS FUNDS:	3,257,500
DEBT SERVICE FUNDS:	1,249,015
GRAND TOTAL OF ALL EXPENDITURES:	\$ 74,561,944

Section 3

That a General Levy of \$17,029,716 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2014.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,909,164 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2014.

STAFF REPORT: Interim City Administrator Troy Tymesen stated that staff has been working on the budget for approximately 6 months. The proposed budget is for a total of 74,561,944. Highlights of the budget included remodeling of several personnel, no tax increase, and personnel COLA of a 2% increase. He stated that foregone tax authority is at \$3,728,662.

Some staff additions are included such as Planner, IT Programmer, Assistant City Attorney, Police Officers, Utility Workers, and part-time employees at the library and for the drainage utility. A 4.3% increase in health insurance costs is included, as well as a recommendation to be fully insured with ICRMP. Deputy Finance Director Vonnie Jensen reviewed the revenues and expenses for the General Fund including new growth, projected building permit revenue, state taxes, EMS and expenses relating to staffing positions, preventative maintenance, cost of living increases, and wage and health insurance increases. Other fund changes include Library part-time, Community Development Block Grant (CDBG,) impact fees, decrease to capital expenditures for parks capital improvement fund, an increase in the annexation fund transfer to the General Fund, completion of the Tertiary Treatment project, and an increase toward another utility project that will begin. Mr. Tymesen reviewed and explained the levy rate.

MOTION: Motion by Gookin, seconded by Edinger, to pass the first reading of **Council Bill No. 14-1017.**

DISCUSSION: Councilmember Gookin questioned how positions would be funded if the City does not receive the grant for three police officers. Mr. Tymesen stated that the City would need to find revenue to fund those officers and come back to the City Council for approval. Councilmember Adams asked how a business would be affected by the levy rate versus a residential unit. Mr. Tymesen stated that it would be similar to the residential example minus the homeowner exemption. Councilmember Gookin stated that this would be the first time he is voting to approve a budget. Councilmember Adams stated he would not support the ordinance, and clarified that it is good that there is no tax increase but a decrease would be better. He stated that there are some components he does not like, especially the funding toward the visioning project. Councilmember Adams read a comment he provided to the Mayor regarding a more transparent, open process. Councilmember Gookin asked for clarification regarding the percentage of the budget that was labor costs. Mr. Tymesen estimated labor costs to be 77% to 80% of the budget.

Mayor Widmyer called for public testimony with none being received.

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

MOTION: Motion by Gookin, seconded by Edinger, to suspend the rules and to adopt Council Bill 14-1017 by its having had one reading by title only.

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

PUBLIC HEARING: A-4-14, Proposed Annexation from County AS to City R-3 and R-8 for property located between Pennsylvania Avenue, Fernan Hill Road, Lilac Lane and I-90 and ZC-1-14, Proposed Zone Change from County AS to City R-3, R-8, R-17 Zoning Districts for property located between Pennsylvania Avenue, Fernan Hill Road, Lilac Lane and I-90.

Mayor Widmyer read the rules of order for this quasi-judicial hearing. Councilmember Miller stated that she received an email and asked that no more be sent to her. Mayor Widmyer stated that he received an email from Jim Purtee who is opposed to the zone change, which he then forwarded to the City Attorney.

STAFF REPORT: Planner Sean Holm stated that the Planning Commission has heard five items related to this property, two of which come forward to the Council tonight, the annexation and the zone change. The PUD and Special Use Permit and Subdivision have been approved by the Planning Commission. The site includes 13.03 Acres and is bounded by I-90 and Pennsylvania Avenue. The annexation request includes 3.51 acres. The zone change request is an approximately 9.5 acre site. He provided some photographs of the property geography and reviewed the historical land use requests in the area. There are four findings that need to be made this evening including; that this proposal is or is not in conformance with the Comprehensive Plan; whether or not public facility and utilities are available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood regarding traffic, neighborhood character, and/or existing land uses. There were no conditions proposed with these requests.

DISCUSSION: Councilmember Edinger asked about the property to the right-hand side which has been leveled and wondered what is being proposed. Mr. Holm stated that there are two R-8 PUD zoned parcels in that area. Councilmember Gookin asked about the hillside R-3 zone and is it different from a regular R-3 zone. Mr. Holm clarified that the R-3 sets the density and the hillside overlay controls the development of the land, which would include determining the number of trees to be removed and the amount of area that can be disturbed. Councilmember Gookin asked if the PUD changes any of the hillside regulations. Mr. Holm stated that the only change to hillside was the one lot with the existing house, which allows for the exemption of the existing house, and could potentially allow something else to be there in the future, as allowable in an R-3 or R-8 zone, including a potential duplex. The PUD included some amendments to development standards such as a reduction in the setback for the cul-de-sac, which would allow the two units be built outside of the hillside area, and one ten foot trail rather than two five foot sidewalks, and an increase in the height of two units. Councilmember Edinger asked about egress and ingress on Sherman Avenue and Pennsylvania Avenue and, if annexed, would the developer put in city street right-of-way. Mr. Holm stated that the street will be installed from the subject property line forward by the developer. Councilmember Miller asked for the elevation between Fernan Hill Road down to the site. Mr. Holm stated that it was close to 110 feet.

Mayor Widmyer called for public testimony.

Applicant: Dick Stauffer stated he was speaking on behalf of the applicant. He thanked Mr. Holm and the Engineering Department for working on this project over the past year. He reviewed the location and the neighborhood characteristics of the proposal. He stated that the 13 acres includes a wet land area, containing mature pines, and a vacant farm home. He reviewed the existing homes and proposed open space areas. Mr. Stauffer stated that the downfalls to the property included a lack of public utilities, challenging physical features, and freeway noise.

The proposed use is limited building sites and the applicant is willing to take on the cost of infrastructure, is at peace with the freeway noise, and the previous residents are at peace with the development. The heart of the site would include an assisted living facility with a 35 bed capacity, 7 duplex lots, and 6 single family homes (including three existing) and 3.5 acres of open space. Mr. Stauffer reviewed the benefits of the assisted living facility and traffic generations associated, and explained that the R-3 zone will continue to abut the existing R-3 zones with open space or single family lots. The intersection of Pennsylvania and 23rd Avenues is a 90 degree left turn that people drive too fast, but is an existing condition not associated with this development. The property is an island of County within the City and should be annexed, with benefits including added infrastructure and enhanced pedestrian and vehicle circulation, emergency access, and water pressure in the area.

Councilmember Gookin asked if the developer would be willing to install a three way stop at Pennsylvania Avenue and 23rd Street. Mr. Stauffer stated that he would be willing to do so if requested. Mayor Widmyer asked for clarification as to what could currently be built on the three lots abutting Fernan Hill Road. Mr. Stauffer stated that a single family residence could be built there now. Mr. Holm stated that any development would also have to comply with the hillside regulations. Councilmember Edinger asked if Eastside Highway District would need to give approval. Mr. Stauffer stated that a portion of Lilac Lane is a Highway District road. Councilmember Miller asked about any adjustments to setbacks for the lots included in the annexation and zone change. Mr. Stauffer stated that the PUD lots would be able to be closer to the property line, with the intent to leave enough room to get a car parked on the property off of the roadway. The bridge in the wetland area will involve DEQ, BLM, IDOT, and city codes. Mr. Stauffer clarified that a private sewer system would be required for the three residential lots and a public sewer would be installed across the bottom lots.

Primary Opponent: Shelly Hurtado, Coeur d'Alene, stated that she would speak as the primary opponent. She stated she has lived in the area for approximately 15 years and it seems that every five years there is a proposal to develop this property. She strongly opposes the rezone to R-17 as it has been R-3 for at least the past 15 years. She reviewed the Comprehensive Plan section relating to the Fernan Hill Bench and the Northeast hillside areas, which are described as containing the steepest land and highest elevation, and development should reflect careful consideration of views and vistas. Density should be one dwelling per 5 acres and three units per acre would be allowable if terrain allows it. The Geo-testing report states cut slopes will expose stony soils that will require blasting for deep cuts, which would be a concern for the water shed plan for the Fernan Lake area. She read various parts of the report related to the topography and concerns with making the land sensitive to sloughing. She stated that R-17 should be denied, as it violates current and future visions of the area and blocks views and vistas. She felt that the developer knew it was R-3 when they purchased it. The neighbors are not opposing development but the current zoning should be kept, as they do not want the core of the property changed to R-17, as she does not believe this area supports the higher density as it should be an extension of an existing neighborhood. The area elementary school already causes congestion during the school year and she expressed concerns with the connection to Sherman Avenue. She asked the Council that at a minimum there be a gradual increase in density from R-3 to R-8, but R-17 does not fit.

Mayor Widmyer asked for information regarding the PUD. Mr. Wilson stated that the PUD is more protective of surrounding properties, as the new owner has to take the PUD and its requirements or come back through this process again. The neighbors would get the public notice of any PUD amendments; however, a general subdivision would not provide that same protection. Councilmember Gookin asked about the number of assisted living facilities in the area. Ms. Hurtado stated that there is one on East Sherman next to the cemetery (Bee Hive), another one at 21st Street next to the Fernan Elementary School, and then an apartment style building at the end of 21st Street connecting into Pennsylvania directly across the street, and another one exists at 23rd and Pennsylvania.

Joseph Corege, Coeur d'Alene, stated the three proposed driveways entering Fernan Hill Road are in a steep and dangerous location. He believes the black ice is what causes the accidents, not speed. He believes additional access will cause a problem for the roadway traffic. The 90 degree turn at 23rd and Pennsylvania requires one to go into the other lane because of vehicles parked on the street. The water for the area comes off the well at Harrison Avenue and it can't keep water pressure at the top of the hill. If they flush a hydrant he has no pressure at his house. This project will not keep water pressure at the top of Fernan Hill Road; it will just get worse.

Neil Robertson, Coeur d'Alene, agrees with the other comments opposing the project. He lives in the English Subdivision to the north of this project, and growth has already increased congestion to the neighborhood. The intersection is dangerous in the winter time due to the grade of the road, not the speed of the drivers. He believes that connecting Lilac Lane to 23rd Street creates a direct route from East Sherman into the subdivision, which will encourage the existing transient traffic to enter into the neighborhood. He stated that he believes the main issue is where an existing property owner's rights stop and developers' begin. He would like to continue to enjoy his home in a low-density area.

Jane Nealand, Coeur d'Alene, has lived in the area since 1972, and said the covenants state that nothing can be built within their view including trees. She will see rooftops, and bought her home because it was rural. The highway traffic has increased and this would cause additional traffic. She believes the area of the three residential lots are located at the worst part of Fernan Hill Road. She reiterated that the developer bought the property knowing what the zone was and believes the project would devalue their property and brings in more crime and stray animals.

Charleda Foss, Coeur d'Alene, stated that she is in favor of the project. She is a retired school teacher, and watched the traffic from the school today, it being the first day of school. She found 17 cars in the parking lot at 7:40 a.m., she also parked across from the 90 degree curve intersection and counted cars every five minutes and found no more than 9 cars going around the curve at about 8:15 a.m., with hardly any traffic going east. At 8:30 there were more cars going east, and going slow. She drove through 21st Street past the school and found it to be very crowded on both sides of the street, with two cars parked on Pennsylvania Avenue. She stated that French Gulch Creek used to run through property owned by the Olson's (10 acres) and flowed directly into Fernan Lake, and only became a problem when the freeway was built. In her lifetime in the area Fernan Hill loop had no more than 15 houses, as it had several dairy farms, which is an indicator that change has happened over the years. She stated that her family is trapped in from the freeway by the Lake Villa Apartments and nice homes above.

Maralee Foss, Coeur d'Alene, is in favor of the project and stated that there were several comments in the Press today she would like to address. The first comment was that "The property was originally zoned as it was for good reason." She believes that zoning is outdated as the zoning was established when the freeway was built in the 1960's. The second comment was "What has changed and why now." She believes everything changed, as the property was all farm land and is now houses, and that the property is now surrounded by city and should be annexed, with everything north of the paved road in the County. This project fits the best out of any proposal that has previously been made, especially with the R-3 buffer abutting the R-3 zone, and she requested the Council approve this proposal. She believes that the traffic will go to the south freeway entrance.

Mr. Wilson clarified that the zoning code amendment in 1981/82 developed the R-3 zone and is only updated as requested or as infill zones come up.

James Browne, Coeur d'Alene, stated that the three lots that boarder Fernan Hill Road are on a curve that is dangerous as people hug the center line rather than the steep drop off, and he believes that people will be driving out onto the curve with difficult vision. The only access should be forward facing, no backing out, as that would be too dangerous.

Linda Fillios, Coeur d'Alene, is opposed to the request and noted that she has been a Planning Commissioner for the County for the last 6 years and believes in private property rights. Part of the property is within the County at a density of 2 homes per acre. One side of the road is a steep basalt section and the other side does not have a shoulder, so she questions how development would occur with no place to bring in construction vehicles. The Pennsylvania Avenue side is a problem during the winter and during the school year. This is within the Fernan Lake water shed area and part of a recharge area to the Rathdrum aquifer and should be preserved. Part of the hillside regulation purpose is to protect the recharge area. Basalt is cracked by water and is an unstable foundation. She stated that she is surprised the City does not require geo-technical surveys before properties are developed and that zoning should be updated in order for proper decisions to be made. She suggested that a road be placed at the bottom of the properties rather than allowing access to Fernan Hill Road, and the Pennsylvania Avenue curve and a three way stop may help. She believes that Lilac Lane will be used as a thoroughfare.

Mr. Wilson clarified that the City does require geo-technical reports prior to the submission of building permits/development within the hillside area. Reports will include mitigation needed before permits would be issued.

David Young, Coeur d'Alene, stated he has lived on East Fernan Hill Road for 9 years and asked about potential area development before he bought. He was told it was a single resident property area and it will continue to be zoned that way. The reason they bought on Fernan was the natural beauty of the home site, the native animals, and the proximity to medical facilities. He believes that it should not be at the expense of the citizens who were told by the City and County that it would not change. He believes the reason the area has not changed is that Fernan Hill Road is dangerous. He asked the City Council to honor the current zoning.

Deanna Goodlander, Coeur d'Alene, stated that she thinks the proposed development is a quality development that has open space and keep lots of trees and will install a 10' wide trail along the road. This development is protected by a PUD and is not able to be changed unless they come back through the public hearing process. She believes this is a low impact development as assisted living is the lowest impact of a multi-family type development. If the land stayed R-3 it would be a lot of single family homes. Fernan is a scary road and as you look up the road there are existing homes on a curve. City Engineer, Gordon Dobler informed the Planning Commission that an outside curve is easier to access than an inside curve and she agreed that Pennsylvania is an existing condition that needs to be addressed. The Planning Commission stated that they wanted to have traffic planning done in that area. The most important thing about changing this zone is the open space and tree preservation. It is a beautiful opportunity rather than houses on every bit of the land.

Armando Hurtado, Coeur d'Alene, is opposed to the development as he purchased in the area due to its beauty and believes the preservation of property provides value and safety. He drives Fernan Hill every day and believes that the slope of the area in front of the proposed three homes is going to increase the chance of collision. He expressed concern regarding the public notification process.

Mr. Wilson stated that more notices were sent out than what the state law required. There is a requirement to notice in the paper, send out notices, and post on the property. The intent of the State law is to get notice to the critical areas and allow the news to spread, as evidenced tonight with the number in attendance. Additional posting was done through the City's web site and social media sites.

Werner Krempels, Coeur d'Alene, is in opposition of the request and agrees with other testimony given this evening. His main concern is traffic and the safety. He has two ways to access his home; the most direct route is behind Jordon's Grocery, with Pennsylvania Avenue as a secondary route with the 90 degree turn at 23rd. He provided an aerial photo of the Pennsylvania Avenue area.

John Runge, Coeur d'Alene, stated his main concern is that his driveway backs up to the new road, and he is concerned that the road would not provide him enough space to allow access to his property without having to back out of his property.

APPLICANT REBUTTAL: Mr. Stauffer stated that the intersection of 23rd Street and Pennsylvania Avenue is an existing issue that the developer would help resolve. French Gulch and Fernan Hill are outside of the scope of the development. Mr. Dobler's comments at the Planning Commission meeting were relevant, and he did not have a problem with driveway access onto Fernan Hill Road. The north line of the development is a relatively flat section and the benefit of the PUD is the control so that if the developer does not complete the project, the next developer would have to follow the PUD or go through the process again. The only three lots that will trigger the Hillside Ordinance will be the three abutting Fernan Hill Road. They have 19 lots; four that are dedicated open space that are steep and the three on Fernan Hill Road, and 12 lots with a less than 15 degree slope.

Councilmember Evans asked if the developer would be proposing to blast the basalt. Mr. Stauffer stated that the geo-tech report is tied to the building permit process and blasting is prohibited within the city limits. Councilmember Gookin asked for clarification regarding the water pressure issues. Mr. Stauffer stated that the existing system to the east has light pressure and the city would need to rebuild a system in order for it to be fixed. The lower area is 70-90 feet below the hill which will be rebuilt with the development on the downhill side and include connecting to the City mains. Mr. Stauffer also stated that the City requires .5 vehicle parks per bed, including staff and resident, and gave Beehive Homes as an example that is working.

Mayor Widmyer re-opened public testimony.

James Brown stated that he measured the slope of the road above and below the slope of the curve. He witnessed everyone who drove that area applied their breaks as they came down the slope.

Mr. Stauffer stated that he has taken topographic measurements and going up the hill is steep.

Hearing no other requests to testify, Mayor Widmyer closed public testimony.

DISCUSSION: Councilmember Miller asked if the PUD existed and the developer were to build today, how many lots could they build today. Mr. Wilson stated that 30 homes could be built today. Councilmember Miller asked if the number of patients and the stop sign and traffic calming were a part of the PUD. Mr. Wilson confirmed that they were. Councilmember Miller clarified that if nothing were to change today, the problem area on Fernan Hill Road would still allow for three homes to be built today with access to that road. Mr. Wilson clarified that development would be contingent upon the geo-tech report. Councilmember Gookin stated that the Comprehensive Plan is specific regarding the existing use as stable established at R-3 and that finding items 2 and 3 relating to wetlands and traffic conditions are a concern, as well as water and sewer. Mr. Wilson clarified that the developer would be putting in a public water system and that wastewater will be connected to our public system. Councilmember Gookin stated that he is concerned with density. Councilmember Miller stated that when looking at the two overlapping areas, the only hill side lots are the three on the hill. The lots in the lower area are behind a freeway, so as she looks at this project she sees a lot of challenges. The no parking on Fernan Hill Road and the traffic issues at 23rd Street are not a problem of this development. Councilmember Evans stated that she was pleased that the developer would help correct the issue at the corner of 23rd Street and Pennsylvania Avenue.

MOTION: Motion by Miller, seconded by Evans to approve the requested annexation and zoning for the annexation from County AS to City R-3 and R-8 for property located between Pennsylvania Avenue, Fernan Hill Road, Lilac Lane and I-90, to direct staff to negotiate an annexation agreement, and to develop the necessary Findings and Order.

DISCUSSION: Councilmember Adams stated that as he looked at the proposal objectively, he believes that most of the concerns have been addressed. He agreed that it is quite a project to take on and believes that it is better than a 30 home development with multiple roads.

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

MOTION: Motion by Miller, seconded by Adams to approve the requested zone change from County AS to City R-3, R-8, R-17 Zoning Districts for property located between Pennsylvania Avenue, Fernan Hill Road, Lilac Lane and I-90, and direct staff to prepare the Findings and Order.

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

PUBLIC HEARING: ZC-2-14, Proposed Zone Change from R-17 to NC (Neighborhood Commercial), for property located at 602 E. Garden.

STAFF REPORT: Planner Tami Stroud stated that this request is for a .50 acre parcel known as the old central school site constructed in the early 1900's. The uses currently in the building are a photo studio, yoga studio and professional office and are not allowable uses under the R-17 zone. This came forward when the owner was seeking permits to do some site improvements. There are four findings required including that this proposal is or is not in conformance with the Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the purposes of the request; that physical characteristics of the site do or do not make it suitable for the request at this time; that the proposal would or would not adversely affect the surrounding neighborhood regarding traffic, neighborhood character, and/or existing land uses. The Neighborhood Commercial use would allow current use to be in conformance with zoning codes and they have been in use for 10 years. Councilmember Gookin asked if there is enough parking provided to meet city requirements. Ms. Stroud stated that they have 15 stalls, which is more than would be required.

Mayor Widmyer opened public testimony.

APPLICANT: Joe Chapman, Coeur d'Alene, stated that he was representing the owner and stated the Planning and Zoning Commission minutes explain the history of the property. Renovation on the building began about 6 months ago and he wanted to put in sidewalks and street trees and new windows. Most of the neighbors are not opposed and the operational hours are restrictive.

Hearing no other testimony Mayor Widmyer closed public testimony.

MOTION: Motion by Gookin, seconded by Edinger to approve the requested zone change from R-17 to NC (Neighborhood Commercial), for property located at 602 E. Garden, and direct staff to prepare the Findings and Order.

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

EXECUTIVE SESSION: Motion by Gookin, seconded by to enter into Executive Session as provided by Idaho Code 67-2345 § (b) To consider the evaluation, dismissal, or disciplining of,

or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 11:08 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Council returned to regular session at 11:26 p.m.

RECESS: Motion by Gookin seconded by Adams to *recess to September 10, 2014 at 11:30 a.m. for a Joint meeting with the Coeur d'Alene Tribal Council at Stensgar Pavilion, Circling Raven Golf Club 37914 South Nukwalqw, Worley, ID 83876.* **Motion Carried.**

The meeting adjourned at 11:26 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**A JOINT MEETING OF THE
COEUR D'ALENE CITY COUNCIL
AND THE COEUR D'ALENE TRIBAL COUNCIL
SEPTEMBER 10, 2014**

The Coeur d'Alene City Council met in continued session with the Coeur d'Alene Tribal Council at Stensgar Pavilion, Circling Raven Golf Club, 37914 South Nukwalqw, Worley, ID 83876, September 10, 2012 at 11:30 a.m., there being a quorum present upon roll call.

Steve Widmyer, Mayor

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

Chief Allan, Chairman

Alfred Nomee)	Members of Coeur d'Alene Tribal Council Present
Charlotte Nilson)	
Don Sczenski)	
Cynthia Williams)	
Ernie Stensgar)	Members of Coeur d'Alene Tribal Council Absent
Leta Campbell)	

CITY STAFF PRESENT: Troy Tymesen, Interim City Administrator; Renata McLeod, City Clerk; Steve Anthony, Recreation Director; Mike Gridley, City Attorney; Ron Clark, Police Captain; Kenney Gabriel, Fire Chief, and Keith Erickson, Communication Coordinator.

TRIBAL STAFF PRESENT: Heather Keen, Public Relations Director; Helo Hancock, Legislative Director; Jim Kackman, Public Works Director; Alan Eirls, Transportation Manager.

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

- a. **McEuen Park/Public Art Update:** Recreation Director Steve Anthony said that there are many opportunities regarding placement of art at McEuen Park. The more current desire is to place a piece of art along the beach front area near where the old US 95 overpass was located. The Arts Commission envisions this piece as being completed by a regional artist in conjunction with the Coeur d'Alene Tribe. The Arts Commission has budgeted \$50,000 for the piece. The desire is for the Tribe to provide a kiosk in which some historical points related to the area are presented. Chairman Allan stated that he is excited about the opportunity and looks forward to working with the City on the piece. Mr. Tymesen clarified that the City should continue to be involved in discussion regarding art placement within McEuen Park.
- b. **Potential Partnerships:** Mayor Widmyer said that he is very interested in preserving history within the region. As the City moves forward with the Four Corners project he thought it would be an opportunity to work with the Tribe to preserve the history of the area. Councilmember

McEvers said that there could be an opportunity for kiosks along the trails in the area noting historically significant locations.

- c. **Municipal Planning:** Mr. Hancock said that there has been some news relating to water adjudication recently and that the Tribe is willing to entertain negotiated settlements rather than long litigation through the court system. He provided some history of the process in southern Idaho, which took 27 years. Mr. Gridley said that it was important to remember that this is a process and there will be claims and objections filed as part of the process. Mr. Hancock felt the process could take up to five years.
- d. **Citilink Update:** Mr. Kackman said that the Tribe and Kootenai County have purchased a piece of land at Riverstone and Seltice Way for a transit center. Kootenai County will manage the construction and design contracts, which will be a phased process. They are averaging 35,000 riders per month and they will continue to work the community and local jurisdictions regarding routes and needs.
- e. **Round Table Updates:** Mr. Gridley said the CDA 2030 Project has completed an action plan that is available on the City's website. Mr. Anthony thanked the Tribe, specifically their staff, for their continued support and involvement in the regional Umpire's Clinic. Councilmember Gookin thanked the Tribe for their support of human rights and their financial support toward this year's kids camp. Fire Chief Gabriel thanked the Tribe for their involvement with local emergency services to plan in advance for future emergency needs. Chairman Allan said that the Tribe is glad to be involved and plan for future emergency with area agencies. Additionally, he expressed excitement for the future art opportunities. Tribal Councilmember Nilson said that Chairman Allan does a good job of balancing Tribal and area needs.

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

The meeting recessed at 12:50 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod,
City Clerk

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Robby Lewis 09/07/14
Department Name / Employee Name / Date
Request made by: Charles M Dodson, Attorney at law 604-1577
Name / Phone
1424 East Sherman Avenue Coeur d'Alene
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from William L Monaghan Sr to Michael M Monaghan Sr
William L Monaghan Jr
Lynda Dunham

Niche(s): _____
Lot(s): CRE 021, _____, _____, _____, _____. Block: F Section: RIV

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* Attny for the Estate

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

Title transfer fee (\$ 40-) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 135823

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 Cemtery Book of Deeds is listed as:
William L Monaghan Sr.
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 200.00 per lot.

WLS 9-9-14
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] 9-9-14
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] 9-11-14
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
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.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 8/28/14
Department Name / Employee Name / Date

Request made by: Staci Halterman 819-7909
Name / Phone
1181 North Springa Post Falls, ID 83854
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): 070, 069,

Lot(s): _____, _____, _____, _____, _____, _____. Block: N9D Section: RIV

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* _____

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

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

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

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:

Staci Halterman

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 800.00 per lot.

[Signature] 8/28/14
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] 9-11-14
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] 9/11/14
City Clerk's Signature Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
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.

RESOLUTION NO. 14-039

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-1-14, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, AND AGREEMENT TO PERFORM SUBDIVISION WORK, AND APPROVAL OF SECURITY FOR LAKE FOREST WEST; APPROVING S-2-03.M.L, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT AND SECURITY FOR LANDINGS AT WATERFORD 12TH ADDITION; APPROVING A MEMORANDUM OF AGREEMENT FOR PUD-1-04M.2, BELLERIVE 4TH AND PUD-1-04M.3, BELLERIVE 5TH, WITH RIVERSTONE WATERFRONT, LLC; AND APPROVING A MEMORANDUM OF AGREEMENT FOR PUD-1-14, THE CIRCUIT, WITH ACTIVE WEST DEVELOPMENT.

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

- A) Approving S-1-14, Acceptance of Public Improvements, Approval of Maintenance / Warranty Agreement, and Agreement to Perform Subdivision Work, and Approval of Security for Lake Forest West;
- B) Approving S-2-03.m.l, Acceptance of Public Improvements, Approval of Maintenance / Warranty Agreement and Security for Landings At Waterford 12th Addition;
- C) Approving a Memorandum of Agreement for PUD-1-04M.2, Bellerive 4th and PUD-1-04M.3, Bellerive 5th, with Riverstone Waterfront, LLC;
- D) Approving a Memorandum of Agreement for PUD-1-14, The Circuit, with Active West Development;

AND;

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

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

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 16th day of September, 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 _____.

**CITY COUNCIL
STAFF REPORT**

DATE: September 16, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Lake Forest West: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Lake Forest West subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant: Mike Fitzgerald
Lake Forest, LLC
179 E Wilbur Avenue
Dalton Gardens, ID 83815
- b. Location: Between Ramsey Road and Windy Pines, north of Hanley Avenue at the new extension of Canfield Avenue.
- c. Previous Action:
 1. Final plat approval of the Lake Forest West, July, 2014.

FINANCIAL ANALYSIS

The developer has existing security in place from the previous subdivision agreement, and, will supplement that to increase the security to the required 10% warranty/maintenance cost. The total amount required is \$95,000.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The Council previously approved the final subdivision plat of Lake Forest West with the installation of a subdivision improvement agreement in July 2014. The developer has completed the installation all of the required public improvement's, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on September 16, 2015.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty Agreement and existing security.

AGREEMENT TO PERFORM SUBDIVISION WORK
Lake Forest West Subdivision

THIS AGREEMENT made this ____ day of September, 2014 between Lake Forest, LLC, with Delbert L. Kerr, Member, whose address is Lake Forest, LLC, 8946 Heather Way, Hayden, ID, 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved, subject to completion of the required improvements, the Lake Forest West subdivision, a sixty-eight (68) lot residential development in Coeur d'Alene, situated in the West ½ of the Southwest Quarter of Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: buffer zone landscaping, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 1st day of November, 2014. Said improvements are more particularly described on the submitted estimate dated September 5, 2014 attached as Exhibit "A", and, shown on the Landscape Plan titled "Lake Forest West – Phase I", dated July 24, 2014, signed and stamped by Bruce Ramseyer, Registered Landscape Architect, whose address is Riverview Landscape, 6064 N. Government Way, Coeur d'Alene, Idaho 83815, on file in the City of Coeur d'Alene Planning Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, cash security in the amount Seventy Three Thousand Four Hundred Sixty Nine and 00/100 Dollars **(\$73,469.00)** which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

LAKE FOREST, LLC

Steve Widmyer, Mayor

Delbert L. Kerr, Member

ATTEST:

Renata McLeod, City Clerk

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Lake Forest West Subdivision

THIS AGREEMENT made this ____ day of September, 2014 between Lake Forest, LLC, with Michael P. Fitzgerald, Sr., Member, whose address is 8946 Heather Way, Hayden, ID, 83835, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Lake Forest West, a sixty eight (68) lot, residential development in Coeur d'Alene, situated in the west ½ of the southwest quarter Section 26, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Lake Forest West – Phase I", dated April 25, 2014, signed and stamped by Drew C. Dittman, PE, # 11138, whose address is Lake City Engineering, Inc, 3909 N. Schreiber Way, Suite #4, Coeur d'Alene, ID 83815, including but not limited to: sanitary sewer main line and lateral services, potable water main line and lateral services, stormwater drainage swales, drywells and appurtenances, concrete curb, concrete sidewalk w/ pedestrian ramps and detectable warning panels, asphalt pavement and base structure, street signage, and, street lighting , as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith reduces an existing cash security currently in place with the City, to the amount of Ninety Five Thousand and 00/100 Dollars (\$95,000.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 16th day of September, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

City of Coeur d'Alene

Lake Forest, LLC

Steve Widmyer, Mayor

Michael P. Fitzgerald Sr.
Michael P. Fitzgerald, Sr., Member

ATTEST

Renata McLeod, City Clerk

Maintenance/Warranty Agr. re: Res.# 14-_____



Wells Fargo Bank, N.A.
 U.S. Trade Services
 Standby Letters of Credit
 794 Davis Street, 2nd Floor
 MAC A0283-023,
 San Leandro, CA 94577-6922
 Phone: 1(800) 798-2815 Option 1
 E-Mail: sfrade@wellsfargo.com

Irrevocable Standby Letter Of Credit

Number : IS0239008U
Issue Date : September 3, 2014

BENEFICIARY	APPLICANT
CITY OF COEUR D'ALENE CITY HALL 710 E. MULLEN AVENUE COEUR D'ALENE, IDAHO 83814	LAKE FOREST LLC 8946 HEATHER WAY HAYDEN, IDAHO 83835

LETTER OF CREDIT ISSUE AMOUNT USD 95,000.00 EXPIRY DATE SEPTEMBER 16, 2015

LADIES AND GENTLEMEN:

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF THE ABOVE REFERENCED APPLICANT IN THE AMOUNT OF NINETY FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00) WHICH IS AVAILABLE BY PAYMENT UPON PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. A DRAFT DRAWN ON US AT SIGHT MARKED "DRAWN UNDER WELLS FARGO BANK, N.A. STANDBY LETTER OF CREDIT NO. IS0239008U."
2. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED THERETO.
3. A DATED STATEMENT ISSUED ON THE LETTERHEAD OF THE BENEFICIARY AND PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE STATING: LAKE FOREST LLC HAS FAILED TO COMPLY WITH THE TERMS AND CONDITIONS OF THE MAINTENANCE/WARRANTY AGREEMENT TO MAINTAIN AND WARRANT SUBDIVISION WORK BETWEEN LAKE FOREST LLC AND THE CITY OF COEUR D'ALENE FOR IMPROVEMENTS AT LAKE FOREST WEST, PHASE 1 AND THAT THE AMOUNT DRAWN REPRESENTS MONEY DUE THE CITY OF COEUR D'ALENE WE THEREFORE DEMAND PAYMENT IN THE AMOUNT OF (INSERT AMOUNT) AS SAME IS DUE AND OWING.

PARTIAL DRAWINGS ARE PROHIBITED.

THIS IRREVOCABLE LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. THIS UNDERTAKING IS INDEPENDENT OF AND SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED, OR INCORPORATED BY REFERENCE TO ANY DOCUMENT, CONTRACT, OR AGREEMENT REFERENCED HEREIN.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT SHALL BE DULY HONORED IF PRESENTED TOGETHER WITH DOCUMENT(S) AS SPECIFIED ABOVE AT OUR OFFICE LOCATED AT 794 DAVIS STREET, 2ND FLOOR, MAIL CODE A0283-023, SAN LEANDRO, CA 94577-6922, ATTENTION: STANDBY LETTER OF CREDIT DEPT. ON OR BEFORE THE ABOVE

Together we'll go far



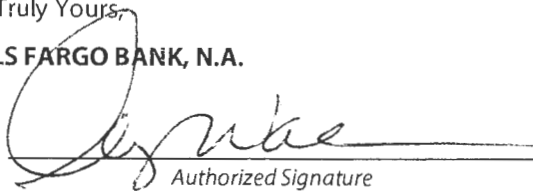
STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98").

Very Truly Yours,

WELLS FARGO BANK, N.A.

By:


Authorized Signature

The original of the Letter of Credit contains an embossed seal over the Authorized Signature.

Please direct any written correspondence or inquiries regarding this Letter of Credit, always quoting our reference number, to **Wells Fargo Bank, National Association**, Attn: U.S. Standby Trade Services

at either 794 Davis Street, 2nd Floor
MAC A0283-023,
San Leandro, CA 94577-6922

or 401 Linden Street, 1st Floor
MAC D4004-017,
Winston-Salem, NC 27101


Phone inquiries regarding this credit should be directed to our Standby Customer Connection Professionals

1-800-798-2815 Option 1
(Hours of Operation: 8:00 a.m. PT to 5:00 p.m. PT)

1-800-776-3862 Option 2
(Hours of Operation: 8:00 a.m. EST to 5:30 p.m. EST)



**CITY COUNCIL
STAFF REPORT**

DATE: September 16, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Landings @ Waterford 12th Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Landings at Waterford 12th Addition.
2. City Council approval of the Maintenance/Warranty agreement and security reduction.

HISTORY

- a. Applicant: Tom Anderl
Mulligan Investment, LLC
PO Box 2350
Coeur d'Alene, ID 83816-2350
- b. Location: Between Downing Lane and Huetter Road, in the southwest corner of the Landings subdivision development.
- c. Previous Action:
 1. Final plat of initial Landings @ Waterford to Landings 6th Addition, 1/2004 – 11/2011.
 2. Final plat Landings @ Waterford 7th Addition, June 2012
 3. Final plat of Landings @ Waterford 8th & 9th Additions, July 2012
 4. Final plat of Landings @ Waterford 10th & 11th Additions, January 2014.
 5. Final plat of Landings @ Waterford 12th Addition, July 2014.

FINANCIAL ANALYSIS

The developer has previously furnished security in the amount of \$113,490.00 for an underlying subdivision agreement, and is reducing that installed security to \$70,000.00, to serve as the amount required for the Maintenance/Warranty Agreement during the one year warranty period.

PERFORMANCE ANALYSIS

The Council previously approved the final subdivision plat of Landings at Waterford 12th Addition with the installation of a subdivision improvement agreement in July 2014. The developer has completed the installation all of the required public improvements, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits and issuance of Certificates of Occupancy for any structures that have been completed in the development. The City maintenance will be required to start after the one (1) year warranty period expires on September 16, 2015.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approve the Subdivision Improvement Agreement and security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Landings at Waterford 12th Addition

THIS AGREEMENT made this ____ day of September, 2014 between Mulligan Investments, LLC, whose address is PO Box 2350, Coeur d'Alene, ID, 83816-2350, with Tom Anderl, Member, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Landings at Waterford 12th Addition, a fifty eight (58) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 28, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Landings at Waterford 12th Addition", signed and stamped by Drew C. Dittman, PE, # 11138, Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite #4, Coeur d'Alene, ID 83815, dated March 20, 2014, including but not limited to: potable water main line and appurtenances, sanitary sewer main line and appurtenances, concrete roll curb, stormwater drainage swales, drywells and appurtenances, concrete sidewalk and pedestrian ramps, asphalt pedestrian trail, street base rock and asphalt paving, street signage, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 16th day of September 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

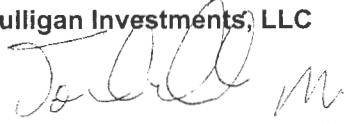
City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Mulligan Investments, LLC



Tom Anderl, Member

AMENDMENT # 01
IRREVOCABLE STANDBY
LETTER OF CREDIT NO. 24681
DATED: 6/24/2014
AMOUNT: \$ 113,490.00

DATE September 6, 2014

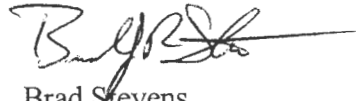
City of Coeur d'Alene
Attn: Chris Bates
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

Gentlemen:

This letter will serve as our Amendment to Letter of Credit No. 24681 in your favor for the account of Mulligan Investments, LLC, 1250 Northwood Center Ct., Ste A, Coeur d'Alene, ID 83814-2470 up to the aggregate amount of ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED NINETY AND 00/100 DOLLARS (\$113,490.00) covering improvements at Landings 12th Addition as follows:

1. Amend expiry date **FROM** AUGUST 1, 2015 **TO** SEPTEMBER 15, 2016.
2. Decreasing Letter of Credit amount **FROM** \$113,490.00 **TO** \$70,000.00.
3. Amend verbiage on required statement certification **FROM** "Mulligan Investments, LLC, has failed to comply with the terms and conditions of the Agreement to perform subdivision work between Mulligan Investments, LLC, and the City of Coeur d'Alene, for improvements at Landings 12th Addition and that the amount drawn represents monies due the City of Coeur d'Alene" **TO** "Mulligan Investments, LLC, has failed to comply with the terms and conditions of the Maintenance/Warranty Agreement to maintain and warrant subdivision work between Mulligan Investments, LLC, and the City of Coeur d'Alene, for improvements at Landings 12th Addition and that the amount draw represents monies due the City of Coeur d'Alene."

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Stevens", with a long horizontal flourish extending to the right.

Brad Stevens
Assistant Vice President
Washington Trust Bank

**CITY COUNCIL
STAFF REPORT**

DATE: SEPTEMBER 16, 2014
TO: CITY COUNCIL
FROM: PLANNING DEPARTMENT
SUBJECT: PUD-1-04M.2 (BELLERIVE 4TH) AND PUD-1-04M.3 (BELLERIVE 5TH)
MEMORANDUM OF AGREEMENT

DECISION POINT

Approve memorandum of agreement for PUD-1-04M.2 (BELLERIVE 4TH) AND PUD-1-04M.3 (BELLERIVE 5TH)

HISTORY

The Planning Commission approved PUD-1-04M.2 (Bellerive 4th) on November 12, 2013, and PUD-1-04M.3 (Bellerive 5th) on March 11, 2014. The Planning Department approved the Final Development Plan for both on September 4, 2014.

PERFORMANCE ANALYSIS

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a memorandum of agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

FINANCIAL ANALYSIS

There is no financial impact associated with the proposed memorandum of agreement.

QUALITY OF LIFE ANALYSIS

The memorandum of agreement will provide any future buyers of the property with information on the agreement.

DECISION POINT RECOMMENDATION

Approve the memorandum of agreement for PUD-1-04M.2 (BELLERIVE 4TH) AND PUD-1-04M.3 (BELLERIVE 5TH)

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this day of September , 2014 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Riverstone Waterfront, LLC, hereinafter referred to as the "Owner."

WITNESSETH:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE the parties agree as follows:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

A replat of Lot 1 Block 1 of Bellerive 2nd Addition lying in the South half of Section 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho (**PUD-1-04m.2 Bellerive 4th Add.**)

A portion of Block 1 of Bellerive 3rd Addition lying in Sections 10 and 11, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho. (**PUD-1-04m.3 Bellerive 5th Add.**)

2. The parties agree that the following documents constitutes the agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.
 - A. Amended Preliminary Planned Unit Development Plan (PUD-1-04 m.2 - Bellerive 4th Add.) approved by Planning Commission on November 12, 2013.
 - B. Amended Preliminary Planned Unit Development Plan (PUD-1-04 m.3 - Bellerive 5th Add.) approved by Planning Commission on March 11, 2014.
 - C. Final Planned Unit Development Plan for PUD-1-04 m.2 -(Bellerive 4th Add) and PUD-1-04m.3 (Bellerive 5th Add.) approved by Planning Department staff on September 4, 2014.

CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 16, 2014
TO: CITY COUNCIL
FROM: PLANNING DEPARTMENT
SUBJECT: PUD-1-14 (THE CIRCUIT)

DECISION POINT

Approve memorandum of agreement for PUD-1-14 (The Circuit)

HISTORY

The Planning Commission approved PUD-1-14 (The Circuit) on February 11, 2014. The Planning Department approved the Final Development Plan on September 8, 2014.

PERFORMANCE ANALYSIS

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a memorandum of agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

FINANCIAL ANALYSIS

There is no financial impact associated with the proposed memorandum of agreement.

QUALITY OF LIFE ANALYSIS

The memorandum of agreement will provide any future buyers of the property with information on the agreement.

DECISION POINT RECOMMENDATION

Approve the memorandum of agreement for PUD-1-14 (The Circuit)

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this _____ day of _____, 2014 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and Active West Developers, hereinafter referred to as the "Owner."

W I T N E S S E T H:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE the parties agree as follows:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

PARCEL 1: A portion of the Southwest Quarter of the Southwest Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho.

PARCEL 2: That portion of the Southwest Quarter of the Southwest Quarter of Section 3, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, State of Idaho.

2. The parties agree that the following constituted agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.
 - A. Preliminary Planned Unit Development Plan (PUD-1-14) approved by Planning Commission on February 11, 2014.
 - B. Final Planned Unit Development Plan (PUD-1-14) approved by Planning Department on September 8, 2014.
 - C. List of exhibits.

Exhibit 1- Narrative dated May 6, 2014.

Exhibit 2- Final Development Plans dated May 5, 2014.

Exhibit 3- Approvement Plans dated May 5, 2014.

Exhibit 4- Preliminary Plat of "The Circuit" dated March 19, 2014.

Exhibit 5- CC&R's for "The Circuit" dated August 2014.

Exhibit 6- Bylaws dated August 2014.

WHEREAS, said terms, conditions, and agreements are on file at City Hall in the Offices the Planning Director, and City Clerk.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and Active West Developers, Owner, has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

ACTIVE WEST DEVELOPERS

By: _____
Steve Widmyer, Mayor

By: _____
Dennis Cunningham, President

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2014, before me, a Notary Public, personally appeared Steve Widmyer and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2014 before me, a Notary Public, personally appeared, Active West Developers, known to me to be the Owner that executed the foregoing agreement, and acknowledged to me that said Active West Developers, executed the same.

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

Notary Public for Idaho
Residing at
My Commission expires:

ANNOUNCEMENTS

Memo to Council

DATE: September 10, 2014

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the September 16th Council Meeting:

MELANIE COLLETT

CDA TV COMMITTEE

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director & CDA TV Liaison

Memo to Council

DATE: September 10, 2014

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the September 16th Council Meeting:

ANN SMART

LIBRARY BOARD

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Bette Ammon, Library Board Liason

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: Tuesday, September 16, 2014
FROM: Kirk Johnson – Information Systems Division
SUBJECT: **TW Telecom Telephone Service Contract**

DECISION POINT:

Approval of the Service Order with TW Telecom Holdings Inc. This service order will provide telephone and long distance service for our landline based phone system.

HISTORY:

The City of Coeur d Alene has been using XO Communications for telephone and long distance service for the last several years. Our 3 year renewal for service with XO is due, and we found through competitive quoting that TW Telecom can provide the same service at a lower price.

FINANCIAL ANALYSIS:

Estimated savings on a 3 year contract with TW Telecom are projected to be \$21,879.00. Our previous contracted MRC for telephone service with XO was \$1,434.56. Our new MRC with TW Telecom is \$826.79

PERFORMANCE ANALYSIS:

The City of Coeur d Alene needs phone lines to provide excellent customer service to the citizens of Coeur d Alene.

DECISION POINT/RECOMMENDATION:

Approve the Service Order with TW Telecom for telephone services.

RESOLUTION NO. 14-040

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONTRACT WITH TW TELECOM HOLDINGS, INC TO PROVIDE TELEPHONE AND LONG DISTANCE SERVICE FOR THE CITY'S LANDLINE BASED SYSTEM.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Contract with TW Telecom Holdings, Inc., pursuant to terms and conditions set forth in an contract, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

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

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

DATED this 16th day of September, 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 MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

Customer Information and Contract Specifications

Customer Name: City of Coeur D Alene

Service Order

This Service Order is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and City of Coeur D Alene ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
710 E MULLAN AVE, COEUR D ALENE, ID 83814	Voice T1 Flat ISDN - Includes 6500 LD Minutes - Flexcall (total). Domestic LD - Interstate 8xx - Interstate 1+ - Intrastate 8xx - Intrastate 1+	New	36	1	\$240.00	\$0.00	\$240.00	\$0.00
	Account Codes - Price per 100 Account Codes: Priced as 4 @ \$5.00 mrc / \$25.00 nrc			400	N/A	N/A	\$20.00	\$100.00
	Local Loop			1	\$154.44	\$0.00	\$154.44	\$0.00
	Additional Directory Listing - Listing = Additional Listing - Local - Listing Type = Business			15	\$2.00	\$5.00	\$30.00	\$75.00
	Individual Telephone Numbers - First 100 ITNs: Priced as 100 @ \$0.00 mrc / \$0.00 nrc - ITNs over 100: Priced as 200 @ \$0.15 mrc / \$0.35 nrc			300	N/A	N/A	\$30.00	\$0.00
	Subtotal						\$474.44	\$175.00
	Totals						\$474.44	\$175.00

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Contract Provisions

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by TWTC and Customer.

Voice E911

Voice Services ordered herein are also governed by the Important E911 Disclosure and Acknowledgement that accompanies this Service Order Form or, if previously executed, Customer agrees the updated copy of tw telecom's E911 Disclosure and Acknowledgement located at: <http://www.twtelecom.com/e911-disclosure-and-acknowledgement/>, applies to the Services above.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

If requested by Customer, TWTC may assist Customer with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support"). Customer must compensate TWTC for such Activation Support at TWTC's then prevailing Time and Materials rates posted at www.twtelecom.com.

CPNI Disclosure Authorization

By placing this order through a third-party sales organization participating in **tw telecom's** Channel Sales program ("Authorized Sales Rep"), Customer authorizes and directs **tw telecom** to disclose to the Authorized Sales Rep, through which Customer has ordered services, confidential information about Customer's services including, without limitation, all Customer Proprietary Network Information ("CPNI"), as defined under federal law in 47 U.S.C. 222 (as amended), the regulations at 47 C.F.R. 64.2001 *et seq.* (as amended), and all state regulations addressing CPNI and/or confidentiality of customer information. Customer waives all claims of any kind against TWTC arising from or related to the disclosure of CPNI or other confidential information to the Authorized Sales Rep.

Voice Services

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak voice when not part of a VersiPak Bundle (ISDN PRIs, Digital and Analog Trunks, and Business Line) as well as for Complete Lines and Business Line/Analog Trunk Services. FSLC rates are posted to the TWTC web site at www.twtelecom.com which may be modified from time to time.

Customer may not use the Services to provide voice content related services including, without limitation, chat lines.

TWTC's voice services are designed for end users and are not to be used to aggregate traffic, or as a substitute for carrier interconnection or switched access traffic carried in any protocol, including without limitation TDM, VOIP or any subsequently developed protocol. Additionally, TWTC does not support resale of switched services to end users including, but not limited to, support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings unless special arrangements are agreed to in writing by TWTC.

Regardless of whether a caller requests privacy, Customer may not alter, change, disguise, remove or fail to pass to TWTC in the call path signaling information which identifies the actual telephone number of the original calling party and, if different, the billing number received from, assigned to or otherwise associated with the original calling party.

If Customer uses the voice Services to support prepaid calling card calls, such use is subject to the requirements outlined in FCC Order 06-79 (June 30, 2006). Customer shall remit all intrastate or interstate access charges directly to the appropriate carrier.

Voice Services provided herein are not designed for but may be compatible with remote metering, supervisory control and alarm signaling. To the extent Customer uses the voice Services to facilitate remote metering, supervisory control and alarm signaling purposes, Customer is solely responsible for ensuring compatibility.

If Customer violates any of the restrictions or prohibitions in this section: (a) Customer must immediately notify TWTC; (b) TWTC may suspend or terminate Customer's voice Service immediately upon notice and, in addition to any other remedies provided in the Agreement or under law, Customer must pay all fees, charges and penalties that TWTC incurs arising from such prohibited uses, and (c) Customer shall indemnify, defend and hold TWTC harmless from all claims, demands, costs, damages, losses, liabilities and expenses of any nature arising from Customer's violation, including any costs and attorneys' fees incurred by TWTC.

In addition to other remedies provided elsewhere in the agreement between the parties or available under applicable law, TWTC may refuse to provide, cancel orders for, or terminate or suspend Services immediately without notice if: (a) TWTC has reasonable evidence of, or determines in its reasonable discretion that such action is necessary to prevent or protect

against Customer's illegal, improper or unauthorized use of Services including, without limitation, deception, fraud, tampering, schemes (such as revenue sharing, traffic pumping, access charge avoidance, or similar arrangements), or creation of actual or potential adverse financial effects; or (b) the Customer fails or refuses to furnish, or provides false, misleading, or unverifiable information regarding the Customer's identity, address, creditworthiness, business operations, its use or planned use of Services, or the jurisdictional nature or characteristics pertaining to its use or planned use of Service.

Supplemental Voice Services

Each Telephone Number (including Toll Free Numbers, provided they are associated to existing Toll Free Service), Directory Listing, Blocking service, and other supplemental voice services ("Supplemental Voice Services") requested by Customer after execution of this Service Order will be charged at the applicable rate in TWTC's current tariff or posted price list. Reductions in the quantity of Telephone Numbers requested prior to the beginning of installation of voice Service will not be subject to termination liability charges.

Domestic and International Long Distance Services

When selecting TWTC as Customer's Long Distance Provider for IntraLATA and InterLATA toll usage, Customers will be permitted to make toll calls to other TWTC local voice customers without incurring any usage charges. Customer's LD selection is made on the Long Distance Letter of Authorization form.

If 40% or more of Customer's daily long distance traffic results in TWTC incurring inter-carrier compensation costs that are at least 20% higher than Customer's contracted long distance rate, subject to TWTC'S exercise of remedies described above in the Voice Services section, TWTC may immediately upon notice terminate Customer's long distance/toll Service, change Customer's long distance rate to the exchange tariff rate effective with the first calls contributing to TWTC incurring inter-carrier costs at least 20% higher than Customer's contracted long distance rate, and recover from Customer all amounts due as a result of applying the exchange tariff rate to past long distance traffic.

Three types of domestic package minutes are available: Flexcall minutes, LD BOBs and Prepaid LD BOBs. One type of International package minutes are available: LD iBoBs. Flexcall minutes may be included each month as part of select voice services. LD BoBs and LD iBoBs are available on a monthly basis with a separate monthly recurring charge during the Service Term of the underlying voice service. Prepaid LD BoBs are available on an annual basis with a separate one-time, annual non-recurring charge and expire after one year, regardless of whether the underlying voice service is subject to auto renewal.

The long distance minutes for Flexcall, and LD BoB's, and LD iBoBs are available until fully used or until the expiration of the applicable month, whichever comes first. The long distance minutes for Prepaid LD BoB's are available until fully used, until the expiration of the applicable year, or until the expiration of the Service Term of the underlying voice service, whichever comes first. Unused domestic and international package minutes do not carry forward to subsequent months or years.

Domestic package minutes are applicable to both 1+ and 8xx toll free long distance calls. iBOBs only include outbound 1+ calls that terminate to landlines.

International calling card usage, 1-800 calls, international calls that terminate to mobile phones, and/or domestic and international usage outside, or in excess, of package minutes will be charged at the rates specified in this Service Order or, if such rates are not specified in this Service Order, will be charged at the applicable TWTC current tariff rate or posted price lists, with a minimum initial per call charge of \$.01 (one cent).

Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website: www.twtelecom.com/tariffed-international-rates.

Signature Block

tw telecom holdings inc.	Customer: City of Coeur D Alene
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Sales Person: Koby Phillips	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Customer Service Record – Letter of Authorization

TO: XO

The undersigned hereby authorizes **tw telecom** to request and receive the undersigned's **Customer Service Record** in anticipation of the parties coming to agreement for the provisioning of local service. I understand that my **Customer Service Record** may contain Customer Proprietary Network Information and I consent to the disclosure of such information to **tw telecom**.

I understand that this letter is not an order for service and does not bind or commit me to any agreement for services. XO may deal directly with **tw telecom** as my agent and provide the requested records. The undersigned releases XO from any liability for providing this information

Customer Name: City of Coeur D Alene (Must precisely match the name on your local telephone bill)

Account Number(s): -----

Service Address	Billing Telephone Number(s) ("BTNs")	Associated Telephone Number(s)
710 E MULLAN AVE, COEUR D ALENE, ID 83814	(208) 769-2251	

*** Indicates Partial Port Location

This Letter of Authorization shall become effective from the date signed below and shall remain in full force and effect for sixty (60) days thereafter.

Signature Block

Signature:
Name:
Title:
Phone Number: (208) 769-2251
Date:

Customer and the individual signing above represent that such individual has the authority to enter into this Letter of Authorization on behalf of Customer.

Local Number Portability – Letter of Authorization

Thank you for choosing **tw telecom holdings inc.** (“**tw telecom**”) as your service provider. Local Number Portability allows you to keep your current telephone numbers while changing service providers. Upon receipt of this Letter of Authorization, **tw telecom** can commence the transfer process with your existing carrier.

Customer Name: City of Coeur D Alene

(Must precisely match the name on your local telephone bill)

Service Address	Billing Telephone Number(s) (“BTN(s)”)	Associated Telephone Number(s)
710 E MULLAN AVE, COEUR D ALENE, ID 83814	(208) 769-2251	

*** Indicates Partial Port Location

I understand that only one service provider may be designated as Customer’s interstate or interLATA preferred interexchange carrier for any one telephone number. I understand that I may consult with tw telecom as to any fees that apply to this transfer. This Letter of Authorization shall become effective from the date signed below and shall remain in full force and effect for sixty (60) days thereafter.

By signing below, I authorize **tw telecom’s** authorized subsidiary to act on Customer’s behalf to port to **tw telecom** the telephone numbers associated with the TNs listed above or the TNs identified in the attached spreadsheet, if applicable, as well as any associated telephone numbers specified in the Porting Worksheet prepared by **tw telecom** and verified by Customer.

Signature Block

Customer: City of Coeur D Alene
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to enter into this Letter of Authorization on behalf of Customer.

Long Distance Letter of Authorization

Customer Name: City of Coeur D Alene

I hereby authorize **tw telecom holdings, inc.** to change my InterLATA and IntraLata Primary Exchange Carrier (PIC) for all of the services on the service order form Document No. 508109 to **tw telecom holdings, inc.**

Signature Block

Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.

Important E911 Disclosure and Acknowledgement

TWTC provides access to the Enhanced 911 ("E911") system that sends a caller's telephone number and location to an emergency dispatcher (called a Public Safety Answering Point "PSAP"). In order to work successfully, the system relies on the correct input of numbers and addresses into centralized databases.

With the introduction of Internet Protocol or "IP" based voice services, including the use of virtual telephone numbers, it is critical that TWTC's customers ("Customer") understand and acknowledge the items below.

Take note that E911 access may not be available, or may be limited, as follows:

1. **Emergency Responders Will Not Be Able to Locate Individual End User Stations Unless Customer Takes Additional Steps.** Except for calls that originate from Remote Telephone Numbers (RTNs), or as explained below if a Customer re-routes calls, TWTC will advise emergency responders only of the main street address where TWTC has actually installed the voice service. For all calls that originate from RTNs, TWTC will advise emergency responders only of the street address shown on the applicable Service Order, at which the Customer has indicated to TWTC in writing that Customer will physically use the telephone number. RTNs are telephone numbers that a customer uses at a location which is physically different from the street address where the trunk service to which the numbers terminate has been installed.

The proper functioning of E911 services depends on correct identification of the service location from which calls are originated, which is programmed into equipment at the site through which calls are routed. During the provisioning process Customer and TWTC jointly will assign and program locations and routes for 911 calling. After installation, if Customer wishes to reroute outbound calls through equipment at a site different from the original programming, or originates calls from a location not disclosed to TWTC, in order for E911 Services to correctly work, Customer must first make arrangements with TWTC to re-program the equipment at the new site to correctly identify the location associated with the affected telephone numbers.

TWTC cannot identify, control or track the location of individual end-user stations beyond the demarcation point between TWTC's Network and the Customer's equipment. TWTC also cannot see the Customer's method of connecting end-user stations beyond the demarcation point. As a result, emergency authorities will be unable to identify or locate individual end-user stations unless the Customer takes the following steps. If the Customer wants emergency responders to know the location of individual end users, then: (a) for traditional voice services and Direct SIP, the Customer must purchase commercially available Private Switch/Automatic Location Identification ("PS/ALI") software and Customer must also arrange in writing with TWTC to obtain a special E911 feature; and (b) for Converged Voice, SIP Trunking, or Enterprise SIP Trunking (but not Direct SIP) services, the Customer must first arrange in writing with TWTC to obtain a special E911 feature and for TWTC to update the 911 database .

2. **Emergency Responders Will Only Be Able to Locate Calls From Telephone Numbers Assigned by TWTC.** TWTC's Services are configured to transmit to PSAPs the main physical address only for telephone numbers that TWTC has assigned to the Service. Unless otherwise agreed in writing, the physical location of callers from other telephone numbers will not be sent to emergency responders.
3. **Do not call 911 from Foreign Exchange Services.** TWTC's Network does not support dialing 911 from foreign exchange services (including BES, EES, ISS, Virtual Reach, Local Reach or VTN) and E911 will not properly operate from these services. Should the customer attempt to use these services to reach 911, even calls that may complete will not be directed to a PSAP in a location capable of responding to the emergency.
4. **Moving or Disabling Equipment May Block E911 Calls.** If you move the equipment used to provide service (IAD or other device) to a location other than the service address you identified when service was first installed without telling us, or if you disable or damage the equipment, E911 calls may not be directed to a PSAP capable of responding to the emergency condition.

- 5. **Power Outage May Prevent E911 Calls.** If a power failure occurs that lasts longer than the life of the backup battery in or attached to the equipment on your premises used to provide service, E911 access will not work and you will not be able to reach emergency responders.

YOU SHOULD OBTAIN A BACKUP MEANS OF CONTACTING E911 SERVICES AND INFORM YOUR USERS HOW TO DO SO.

TWTC has no liability or responsibility whatsoever for inaccuracies in the E911 database associated with Customer provided information, and TWTC is not responsible for Customer's inability to access emergency services, except to the extent caused by TWTC's gross negligence or willful misconduct. Customer hereby waives and releases TWTC for any and all claims that it has or may have against TWTC now or at any time in the future for damages or compensation of any kind that arise from, or in any manner relate to, voice services not having the functionality to provide access to E911 services. Customer further agrees to indemnify and hold TWTC harmless for any claims that are asserted against TWTC that arise from or in any manner relate to voice services not having functionality to provide access to E911 services.

ACKNOWLEDGEMENT:

By signing this Disclosure and Acknowledgement, Customer affirmatively acknowledges that it understands and will inform users that they may not be able to contact emergency services by dialing 911 in the circumstances described above.

Signature Block

Customer:	City of Coeur D Alene
Signature:	
Name:	
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to sign this acknowledgement on behalf of Customer.

Standard Terms and Conditions

These Standard Terms and Conditions (“Agreement”) are entered into by **tw telecom holdings inc.**, a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively “TWTC”) and City of Coeur D Alene , a Idaho Governmental Entity (“Customer”) and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a “Party” or collectively as the “Parties”. TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement (“Service Orders”). The Service Orders describe the telecommunication and related services that are available for purchase (“Services”). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties and can only be amended or modified in a written document executed by both Parties. Services are subject to availability. The “Service Term” means the committed service duration for a particular Service as set forth in the applicable Service Order, including renewal periods. Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive 12 Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.

2. Term of Standard Terms and Conditions: The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.

3. Cancellation, Modification or Expedition of Orders: “Cancellation”, “Modification” and “Expedite Charges” referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) Cancellation. Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) Modification. Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge (“MRC”) applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) Expedite. Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) Third Party Charges. In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer’s request to cancel, modify, or expedite the Service Order.

4. TWTC Network, Access and Interconnection:

(a) Responsibilities. TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer (“TWTC Network”). The TWTC Network will remain TWTC’s personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer’s (or its end users’) breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer unless otherwise agreed to in a

writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.

(c) Demarcation Point, Inside Wiring and Activation Support. TWTC shall be responsible for provisioning Service up to the Demarcation Point, and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premise, TWTC's designated distribution panel or network interface device located within such TWTC premise or (ii) in the case of a Service terminating at a Customer's premise, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer's or end-user's premise (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, coordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring") and/or assist Customer with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support"). Customer agrees to pay Time and Materials rates posted at www.twtelecom.com for any Inside Wiring and Activation Support performed by TWTC personnel and agrees that TWTC may bill Customer for the third party charges TWTC incurs to provide Inside Wiring.

(d) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that it or TWTC does not own, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use the Service.

(b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:

(a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Services if Customer has failed to timely pay for Services on two occasions during any six month period.

(c) TWTC will invoice Customer for applicable Taxes (as defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

“Tax” or “Taxes” mean any federal, state or local excise, gross receipts, gross margin, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term “Tax” will not include any tax on TWTC’s net income or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer’s expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney’s fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) TWTC will invoice Customer for applicable Recovery Fees (as defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. “Recovery Fees” means a surcharge to recover certain fees imposed on TWTC by a regulatory assessing authority for such things as doing business in certain jurisdictions, paying for rights-of-way charges, and/or funding certain government sponsored or supervised programs.

(e) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill (“Due Date”). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

7. Disputes: If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC’s dispute website located at: <https://billing.twtelecom.com/disputes/>, or by contacting TWTC’s dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) Service Level Agreement (“SLA”). The SLAs provided by TWTC are set forth at <http://www.twtelecom.com/SLAs>. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period. Credits issued during a calendar month will not exceed the MRC associated with the Service that experienced the Service Outage(s).

(b) Service Outage Definition. A “Service Outage” is defined as either: (a) material non-compliance with a specific performance metric in a SLA; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC’s Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC’s Customer Network Reliability Center (“CNRC”) at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC’s CNRC and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice within thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer’s sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC’s Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC’s Network; or (ii) on Customer’s side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC’s then prevailing Time and Materials rates posted at www.twtelecom.com.

9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

10. Indemnification: Each Party (“Indemnitor”) shall indemnify, defend and hold the other Party (“Indemnitee”) harmless from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer’s violation of third party intellectual property rights, all claims of any kind by Customer’s end users, or any act or omission of Customer associated with any Service.

11. Limitation of Liability: Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

(a) Termination With Notice. TWTC may suspend or terminate all Services associated with a delinquent account if Customer fails to cure by paying the outstanding balance in full within ten (10) days following written notice by TWTC. TWTC also may suspend Services and terminate this Agreement if Customer, following thirty (30) days' written notice (or shorter period if mandated by the governing authority or if necessary due to threat of imminent harm) fails to cure: (i) Customer's material breach of any provision of this Agreement or violation of any law, rule or regulation governing the Services; or (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) Post Termination. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Services in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. All requests for disconnection will be processed by TWTC in thirty (30) days or less. Customer must pay for Services until such disconnection actually occurs.

13. Termination by Customer: Customer may terminate this Agreement and/or any Services hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Services, which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

14. Termination Liability: If TWTC terminates this Agreement or any Service Orders pursuant to Section 12 above (other than subsection b(iii)), or if Customer terminates this Agreement or any Service Orders for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Services for the balance of the applicable Service Term shall become immediately due and payable.

15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries; (b) pursuant to a merger, acquisition, reorganization, sale or transfer of all or substantially all its assets; or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries; or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

16. Entire Agreement: This Agreement, together with the Service Order(s) and applicable tariffs or price lists on file with the appropriate public utilities commission or similar regulatory body set forth the entire agreement with respect to the

subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff or price list shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

17. Force Majeure: Either Party shall be excused from performance if the inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

18. Governing Law - Litigation: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Colorado excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

19. Headings: Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, **except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"**. Notice by facsimile or email is deemed given when delivered.

21. No Waiver: A Party's failure to enforce any provision of this Agreement shall not be construed as a future or continuing waiver of such provision.

22. Public Releases, Use of Name: Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

23. Representations and Warranties: Each Party represents and warrants that it is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Services will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provisions legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

25. Survival: The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

26. Relationship of Parties; No Third Party Beneficiaries: The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and

inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, SLAs, all pricing information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

Signature Block

tw telecom holdings inc.	Customer: City of Coeur D Alene
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Sales Person: Koby Phillips	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

PUBLIC HEARINGS

STAFF REPORT

Date: September 16, 2014

From: Vonnie Jensen, Deputy Finance Director

Subject: Amendment to the 2013-2014 Fiscal Year Appropriations (Budget)

Decision Point:

To approve Ordinance No. [redacted] to amend the Fiscal Year 2013-14 Budget by a total of \$5,339,222.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, a retirement accumulated leave payout, additional overtime in Fire and Police, State and Federal grants received and a vehicle purchased with funds received from the School District, . Additional revenues of \$377,747 is projected to be received in the General Fund to cover the increased expenses for the fiscal year and \$1,667,475 is projected to come from fund balance for project carryovers and a transfer to the Insurance Fund.

Decision Point:

To approve Ordinance No. [redacted] to amend the Fiscal Year 2013-14 Budget by a total of \$5,339,222.

ORDINANCE NO. ____
COUNCIL BILL NO. 14-1018

AN ORDINANCE AMENDING ORDINANCE 3469, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 APPROPRIATING THE SUM OF ~~\$77,853,494~~ \$83,192,716, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$5,339,222; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINACE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3469, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$77,853,494~~ \$83,192,716, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2013.

Section 2

That Section 2 of Ordinance 3469; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

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

GENERAL FUND EXPENDITURES:

Mayor and Council	\$ 224,206	
Administration	388,505	
Finance Department	713,701	
Municipal Services	1,411,958	
Human Resources	274,471	
Legal Department	1,481,826	
Planning Department	442,225	
Building Maintenance	422,261	
Police Department	10,503,340	10,604,340
Drug Task Force	70,258	

ADA Sidewalks	248,844	
Byrne Grants		
COPS Grant	116,206	
Fire Department	7,930,410	8,047,679
General Government	216,920	816,920
Engineering Services	1,265,481	2,471,434
Streets/Garage	2,457,859	
Parks Department	1,925,661	
Recreation Department	755,235	776,235
Building Inspection	893,846	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 31,743,213</u>	<u>33,788,435</u>
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,327,173	1,331,173
Community Development Block Grant	297,298	
Impact Fee Fund	731,710	
Parks Capital Improvements	460,800	
Annexation Fee Fund	14,000	
Insurance / Risk Management	280,000	430,000
Cemetery Fund	272,255	
Cemetery Perpetual Care Fund	98,000	
Jewett House	59,640	
Reforestation / Street Trees / Community (68,500	
Arts Commission	6,600	
Public Art Funds	250,800	
TOTAL SPECIAL FUNDS:	<u>\$ 3,866,776</u>	<u>\$ 4,020,776</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 572,000	
Water Fund	8,202,517	
Wastewater Fund	20,877,169	22,977,169
Water Cap Fee Fund	1,100,000	
WWTP Cap Fees Fund	900,000	
Sanitation Fund	3,499,362	3,539,362
City Parking Fund	179,957	
Drainage Fund	1,016,995	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 36,348,000</u>	<u>\$ 38,488,000</u>
FIDUCIARY FUNDS:	\$ 2,567,700	
STREET CAPITAL PROJECTS FUNDS:	2,072,370	3,072,370
DEBT SERVICE FUNDS:	1,255,435	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$77,853,494</u>	<u>\$83,192,716</u>

Section 3

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

Section 4

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

APPROVED by this Mayor this 16th day of September, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. _____

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2013 - 2014

AN ORDINANCE AMENDING ORDINANCE 3469, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 APPROPRIATING THE SUM OF ~~\$77,853,494~~ \$83,192,716, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$5,339,222; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ 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 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. _____, Annual Appropriation Amendment for Fiscal Year 2013 - 2014, 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 16th day of September, 2014.

Warren J. Wilson, Chief Deputy City Attorney

MEMORANDUM

DATE: SEPTEMBER 8, 2014
FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK
RE: FEE INCREASES

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

HISTORY: The City is required to hold a public hearing for proposed fee increase that exceeds 5%.

The Municipal Services Department brought forward a request to create a door to door solicitation permit to General Services on June 9, 2014, and the related code will be provided to the Council at its October 7, 2014 meeting. It is requested that the Council approve the fee so that when the code is adopted permits can begin to be issued. Upon review of the staff time needed to review and issue the permit and based on the fully loaded hourly rate (including insurance costs) of a staff person issuing permits a recommended permit fee is \$50.00 per year.

The Parks Department has requested the following changes and new fees:

Cemetery Lots:

Cremains Lot (Single)	\$500.00
Cremains Lot (Double)	\$800.00
Cremains with Tree	\$800.00
Niche:	
Niche Vase	\$120.00
Flat Headstone Collar Work	\$235.00

RIVERSTONE/CITY PARK/McEUEEN ALCOHOL PERMIT FEES:

Alcohol Permit (weekends/holidays)	\$ 300.00
Alcohol Permit (Weekdays Mon-Thurs)	\$ 150.00
Security Permit (\$1620.00 /hr. 4, hr. min.)	\$8064.00

PARKS:

Tennis Court Rental (Organized groups only) \$2.00 per hour/per court

McEuen Rentals:

<u>½ Pavilion (Resident)</u>	<u>\$75.00 per time block</u>
<u>½ Pavilion (Non-resident)</u>	<u>\$100.00 per time block</u>
<u>Whole Pavilion (Resident)</u>	<u>\$150.00 per time block</u>
<u>Whole Pavilion (Non-resident)</u>	<u>\$200.00 per time block</u>

The Water Department has requested the following changes:

Bulk Water-Minimum Charge (replaces: One Time Bulk Water Base Rate)

Purpose: A one-time user would use less than \$5.00 of water; as there is really no administrative impact, the \$5.00 is more fair and equitable.

Description of fee:

Change minimum fee from \$25.00 to \$5.00

Bulk water program. Log Sheets Late Fee

Purpose: On our bulk water sales we require users to send in monthly log sheets. Most of them do a good job on this however we have a few who are chronically late. This fee schedule will help 'encourage' them to be more timely and help offset some of our extra costs involved in having to track them down when their log sheets are late or absent.

Description of fee: In an effort to provide further incentive to bulk water users for turning in their log sheets every month, the following calendar year tiered fee increase is proposed:

- 1st month log sheet not turned in by the due date (no later than the 1st of every month): \$40.00
- 2nd month log sheet not turned in by the due date: \$80.00
- 3rd (and subsequent) month(s) log sheet not turned in by the due date: \$120.00

Improper Operation of Water Facilities Fee

Purpose: We continue to have problems with people (mostly plumbers) who turn off water services despite having been told that they are not to be inside our meter boxes. These fees are intended to 'encourage' them to call and let us do the turn offs for them.

Description of fee: These penalties will apply to any customer, handyman, contractor, or other person who is guilty of unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants. Damage inside a meter box or to a curb stop will be assessed to the customer who is named on the account. Damage to fire hydrants, water main valves, etc. will be assessed to the person causing the damage. We will file complaints with the Idaho Bureau of Occupational Licenses for offenders who hold Idaho licenses.

- First offence: Warning.
- Second offence: \$50.00 fine.
- Third offence: \$500.00 fine and we file a complaint to IBOL on the contractor/plumber.

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

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

RESOLUTION NO. 14-041

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

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

WHEREAS, the City Council has determined that reasonable adjustments to certain City Fees are necessary; 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.

MUNICIPAL SERVICES

Door to Door Solicitation

Business License _____ **\$50.00**

PARKS

CEMETERY

Cemetery Lots

Adult – Raised Headstone Area	\$1,050.00
Adult – Flat Headstone Area	\$800.00
Infant	\$250.00
Cremains <u>Lot (Single)</u>	\$500.00
<u>Cremains Lot (Double)</u>	<u>\$800.00</u>
Cremain with Tree	\$800.00

*Veteran – Double Depth (Sect. B) \$225.00

*American Legion (Sect. A) \$ 50.00

*Lots reserved for V.F.W. and American Legion.

Niche

Single	\$ 800.00
Companion	\$1,500.00
Replacement Door – Single	\$ 100.00
Replacement Door – Double	\$ 200.00

Opening and Closing - Full

Adult –

Weekdays to 3:00 p.m.	\$550.00
Weekdays after 3:00 p.m.	\$650.00
Saturdays	\$650.00

Infant

Weekdays to 3:00 p.m.	\$225.00
Weekdays after 3:00 p.m.	\$275.00
Saturdays	\$275.00

Opening and Closing - Cremain

No Attendance – Weekday	\$ 200.00
With Attendance – Weekday to 3:00 p.m.	\$ 300.00
With Attendance – Weekday after 3:00 p.m.	\$ 450.00
With Attendance – Saturday	\$ 450.00

Opening and Closing Double Depth (Veterans Section Only)

Bottom – Weekday to 3:00 p.m.	\$600.00
Bottom – Weekday after 3:00 p.m.	\$700.00
Bottom – Saturday	\$700.00
Top – Weekday to 3:00 p.m.	\$400.00
Top – Weekday after 3:00 p.m.	\$500.00
Top – Saturday	\$500.00

Other

Door Removal for Nameplate or or Inscription	\$ 80.00
Stone Inspection	\$ 80.00
Deed Transfer	\$ 40.00
Niche Nameplate	\$200.00
Liner	\$350.00
Replacement of Secondary or Memorial Headstone	\$ 250.00
Double-Depth Liner Delivery	\$ 200.00
<u>Niche Vase</u>	<u>\$120.00</u>
<u>Flat Headstone Collar Work</u>	<u>\$235.00</u>

Niche vases must be approved by Cemetery

NO SERVICES ON SUNDAYS AND HOLIDAYS

Exceptions: President’s Day, Labor Day, Veteran’s Day, Day after Thanksgiving , or by Order of the Health Department.

(R 14-____, 07-075, 03-063, 98-119, 96-042, 94-.044, 92-128, 91-094, 90-176, 90-115, 90-45)

PARKS

RIVERSTONE / CITY PARK / McEUEN ALCOHOL PERMIT FEES

Alcohol Permit (weekends/holidays)	\$ 300.00
Alcohol Permit (Weekdays Mon-Thurs)	\$ 150.00
Security Permit (\$ 16 <u>20</u> .00/hr. 4, hr. min.)	\$ 64.00 <u>80.00</u>

(R 14 - ____, 11-004, 07-075, 04-024, 99 -076, 97-007, 95-083, 92-042, 90-90, 90-22, 88-67)

PARKS

Tennis Court Rental (Organized groups only) \$2.00 per hour/per court

McEuen Rentals:

<u>½ Pavilion (Resident)</u>	<u>\$75.00 per time block</u>
<u>½ Pavilion (Non-resident)</u>	<u>\$100.00 per time block</u>
<u>Whole Pavilion (Resident)</u>	<u>\$150.00 per time block</u>
<u>Whole Pavilion (Non-resident)</u>	<u>\$200.00 per time block</u>

WATER

Bulk Water Use Fees

Key Deposit (Permanent Station)	\$ 25.00
Water Drawn from Permanent Stations	\$ 1.11/1,000 gallons
Portable Station Rental	\$ 25.00/month
Installation and Meter Reading for Portable Station	\$ 100.00
Damage Deposit - Portable Station	\$ 1,000.00
Water Drawn from Portable Station	\$0 .70/1,000 gallons
3 rd and Subsequent Requests to move portable stations	\$40.00
One-Time Bulk Water Base Rate <u>Minimum Charge</u>	\$25.00 <u>\$5.00</u>

Penalty: Failure to Submit Log Sheets	\$40.00
• <u>1st month log sheet not turned in by the due date (no later than the 1st of every month):</u>	<u>\$40.00</u>
• <u>2nd month log sheet not turned in by the due date:</u>	<u>\$80.00</u>
• <u>3rd (and subsequent) month(s) log sheet not turned in by the due date:</u>	<u>\$120.00</u>

(R 14-_____, 13-059, 13-011, 09-050, 08-064, 06-064, 06-048)

WATER

Improper Operation of Water Facilities Fee (unauthorized operation of water infrastructure control devices including but not limited to: meter shut off valves, water main valves, or fire hydrants)

- First offence: Warning
- Second offence: \$50.00
- Third offence: \$500.00 and a complaint to IBOL

Misc. Fees

Replacing Damaged Property Actual Invoice + Labor Costs

(R 14 _____, 13-059, 11,-004, 08-064)

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the fees, as set forth above, are hereby adopted, effective immediately.

DATED this 16th day of September, 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 _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 11 August 2014
FROM: Jim Markley, Water Department Superintendent
SUBJECT: Declaration of surplus property. 9th and Locust.

DECISION POINT: Staff is requesting that the City property at 9th and Locust be declared surplus, that a minimum value of \$1,000 for the parcel be set, and that a public hearing be held of the City's intent to sell the property by sealed bid auction, as allowed by State Code.

HISTORY: The Water fund owns a 50 foot square parcel that originally was the site of a booster station. System improvements rendered the station unnecessary and it was removed more than 40 years ago. The property has sat vacant since that time. The lot is too small to allow much in the way of development. It could be combined with one of the adjoining lots to increase their size. Other potential uses include a garden space or a private pocket park. Unless combined with one of the adjacent lots, the parcel is too small to build a structure on it.

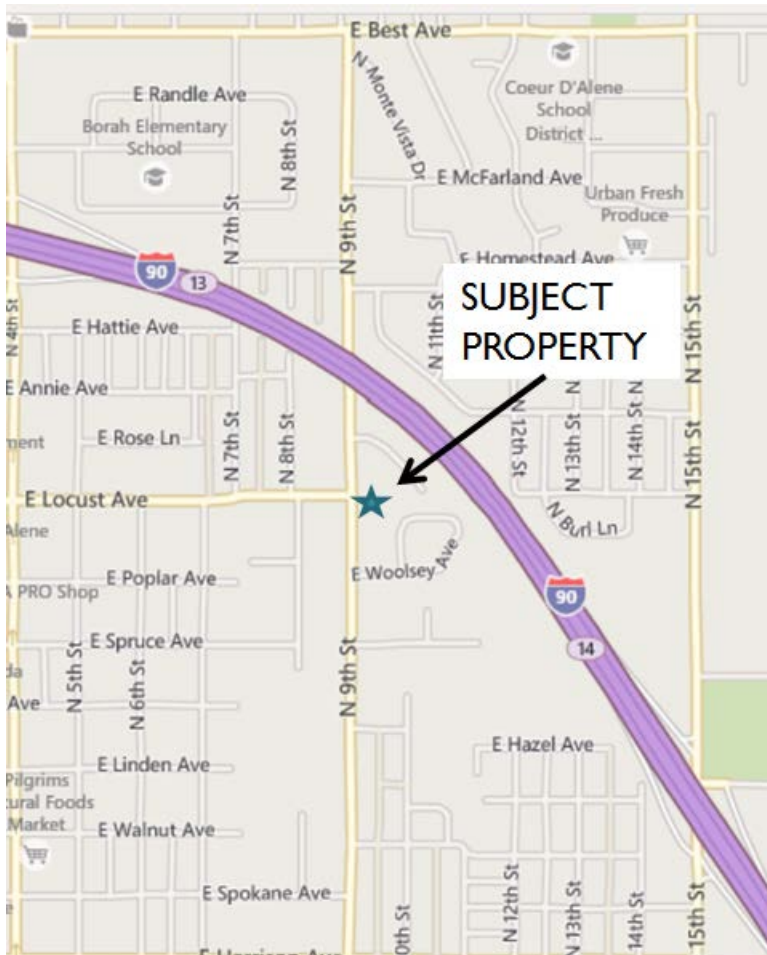
FINANCIAL ANALYSIS: The property brings no revenue into the fund and is a liability. Its value to the City is minimal. Staff would propose setting the starting bid to meet the costs of the sale, estimated to be \$1,000. This is the same as the "place holder" value put on the property by the County assessor.

QUALITY OF LIFE ANALYSIS: By transferring the property to public ownership we can get rid of a parcel that brings no value to the City and that also creates a potential liability.

DECISION POINT/RECOMMENDATION: Staff requests a motion to the Council declaring the subject property surplus, setting a minimum value of \$1,000, directing that a public hearing be held of the City's intent to sell the parcel, and directing staff to sell the property by sealed bid auction, as allowed by State Code.

Subject parcel

(SE corner of 9th and Locust)



INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ELEVEN MONTHS ENDED
 August 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$201,304	95%
	Services/Supplies	11,840	8,509	72%
Administration	Personnel Services	319,115	265,372	83%
	Services/Supplies	69,390	17,053	25%
Finance	Personnel Services	614,642	554,934	90%
	Services/Supplies	99,060	90,461	91%
Municipal Services	Personnel Services	960,817	864,452	90%
	Services/Supplies	444,141	410,441	92%
	Capital Outlay	7,000	6,836	98%
Human Resources	Personnel Services	244,271	138,126	57%
	Services/Supplies	30,200	21,647	72%
Legal	Personnel Services	1,377,700	1,268,059	92%
	Services/Supplies	104,126	96,368	93%
Planning	Personnel Services	433,125	314,293	73%
	Services/Supplies	9,100	15,918	175%
Building Maintenance	Personnel Services	299,965	262,848	88%
	Services/Supplies	122,296	112,012	92%
	Capital Outlay			
Police	Personnel Services	9,640,019	8,206,349	85%
	Services/Supplies	796,950	720,401	90%
	Capital Outlay	66,372	85,657	129%
Fire	Personnel Services	7,524,974	6,957,076	92%
	Services/Supplies	405,436	343,174	85%
	Capital Outlay			
General Government	Services/Supplies	216,920	816,806	377%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		63,470	
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100		
	Capital Outlay	27,156		
Streets	Personnel Services	1,904,608	1,596,330	84%
	Services/Supplies	553,251	528,864	96%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 ELEVEN MONTHS ENDED
 August 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	178,173	85%
	Services/Supplies	38,300	38,139	100%
Engineering Services	Personnel Services	523,881	482,073	92%
	Services/Supplies	741,600	1,399,929	189%
	Capital Outlay			
Parks	Personnel Services	1,404,361	1,098,438	78%
	Services/Supplies	438,300	377,898	86%
	Capital Outlay	83,000	76,101	92%
Recreation	Personnel Services	619,035	504,589	82%
	Services/Supplies	136,200	122,633	90%
Building Inspection	Personnel Services	850,588	701,157	82%
	Services/Supplies	43,258	30,563	71%
Total General Fund		<u>31,743,213</u>	<u>28,976,453</u>	<u>91%</u>
Library	Personnel Services	1,034,823	908,694	88%
	Services/Supplies	182,350	157,213	86%
	Capital Outlay	110,000	95,672	87%
CDBG	Services/Supplies	297,298	107,197	36%
Cemetery	Personnel Services	140,091	127,836	91%
	Services/Supplies	94,164	65,507	70%
	Capital Outlay	38,000	35,344	93%
Impact Fees	Services/Supplies	731,710	334,760	46%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	181,380	39%
Insurance	Services/Supplies	280,000	284,774	102%
Cemetery Perpetual Care	Services/Supplies	98,000	80,928	83%
Jewett House	Services/Supplies	59,640	24,177	41%
Reforestation	Services/Supplies	2,000	27,613	1381%
Street Trees	Services/Supplies	65,000	75,330	116%
Community Canopy	Services/Supplies	1,500	687	46%
CdA Arts Commission	Services/Supplies	6,600	5,494	83%
Public Art Fund	Services/Supplies	250,800	214,390	85%
Total Special Revenue		<u>3,866,776</u>	<u>2,740,996</u>	<u>71%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2014	PERCENT EXPENDED
Debt Service Fund		<u>1,255,435</u>	<u>1,244,477</u>	<u>99%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
ELEVEN MONTHS ENDED
August 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2014	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Front Avenue Project	Capital Outlay		793,789	
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000	165,608	13%
Levee Certification	Capital Outlay	260,000	258,222	99%
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay		228,240	
Atlas Road Widening	Capital Outlay	394,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		2,072,370	1,445,859	70%
Street Lights	Services/Supplies	572,000	505,649	88%
Water	Personnel Services	1,652,706	1,487,068	90%
	Services/Supplies	4,219,911	1,153,443	27%
	Capital Outlay	2,329,900	1,647,903	71%
Water Capitalization Fees	Services/Supplies	1,100,000	190,600	17%
Wastewater	Personnel Services	2,352,374	2,026,969	86%
	Services/Supplies	6,338,854	1,695,600	27%
	Capital Outlay	10,160,300	8,501,464	84%
	Debt Service	2,025,641	2,025,641	100%
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,499,362	3,207,798	92%
Public Parking	Services/Supplies	179,957	97,604	54%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	92,766	90%
	Services/Supplies	663,812	223,843	34%
	Capital Outlay	250,000	58,090	23%
Total Enterprise Funds		36,348,000	22,914,438	63%
Kootenai County Solid Waste		2,200,000	1,851,444	84%
Police Retirement		175,800	163,217	93%
Business Improvement District		186,000	40,000	22%
Homeless Trust Fund		5,900	3,872	66%
Total Fiduciary Funds		2,567,700	2,058,533	80%
TOTALS:		\$77,853,494	\$59,380,756	76%

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

FUND	BALANCE 7/31/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2014
<u>General-Designated</u>	\$541,532	\$17,460	\$18,669	\$540,323
<u>General-Undesignated</u>	10,006,347	1,370,606	3,163,535	8,213,418
<u>Special Revenue:</u>				
Library	333,344	10,105	109,181	234,268
CDBG	(524)	15,464	15,250	(310)
Cemetery	46,328	36,386	39,387	43,327
Parks Capital Improvements	308,520	6,048	11,778	302,790
Impact Fees	3,349,786	159,290	5,929	3,503,147
Annexation Fees	117,315	11		117,326
Insurance	33,347	3	3,304	30,046
Cemetery P/C	1,755,801	2,190	390	1,757,601
Jewett House	52,463	7,546	4,936	55,073
Reforestation	461	7,750	9,100	(889)
Street Trees	201,546	6,919	24,000	184,465
Community Canopy	2,533			2,533
CdA Arts Commission	6,956		5,099	1,857
Public Art Fund	71,808	10,507	8,554	73,761
Public Art Fund - LCDC	328,278	31	40,564	287,745
Public Art Fund - Maintenance	135,655	13	1,401	134,267
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,460,533	6,681	993,136	474,078
LID Guarantee	41,569	4,625		46,194
LID 130 Lakeside / Ramsey / Industrial Park	1,074		630	444
LID 146 Northwest Boulevard				
LID 149 4th Street	16,929	1,510	866	17,573
<u>Capital Projects:</u>				
Street Projects	242,851	55,754	52,370	246,235
<u>Enterprise:</u>				
Street Lights	126,016	41,070	81,722	85,364
Water	(200,508)	538,880	457,502	(119,130)
Water Capitalization Fees	3,465,356	186,799	2,045	3,650,110
Wastewater	4,955,901	2,550,690	2,736,672	4,769,919
Wastewater-Reserved	1,327,283	27,500		1,354,783
WWTP Capitalization Fees	4,505,222	287,568		4,792,790
WW Property Mgmt	60,668			60,668
Sanitation	(284,895)	309,395	295,683	(271,183)
Public Parking	(125,284)		4,871	(130,155)
Drainage	147,040	80,947	35,952	192,035
Wastewater Debt Service	992,760	1,497,735	1,477,514	1,012,981
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	193,319	384,022	386,639	190,702
LID Advance Payments	845			845
Police Retirement	1,402,039	75,021	74,429	1,402,631
Sales Tax	1,337	2,644	1,337	2,644
BID	195,374	5,084		200,458
Homeless Trust Fund	360	311		671
GRAND TOTAL	\$35,817,284	\$7,706,565	\$10,062,445	\$33,461,404