



Coeur d'Alene

CITY COUNCIL MEETING

February 16, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

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
February 2, 2010**

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 February 2, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy)	Members of Council Present
Woody McEvers)	
A. J. Al Hassell, III)	
John Bruning)	
Deanna Goodlander)	

Loren Ron Edinger)	Members of Council Absent
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CALL TO ORDER: The meeting was called to order by Mayor Bloem.

PLEDGE OF ALLEGIANCE AND PRESENTATION OF COLORS: The pledge of allegiance and presentation of colors was led by Boy Scout Troop 209.

PROCLAMATION – BOY SCOUTS OF AMERICA APPRECIATION MONTH: On behalf of Mayor Bloem, Councilman Hassell read the proclamation proclaiming February, 2010 as Boy Scouts of America Appreciation Month in the City commemorating the 100th Anniversary of Boy Scouts of America. Ladd Livingston accepted the proclamation and outlined the events that will occur in commemoration of their 100th anniversary.

PUBLIC COMMENTS:

GLOBAL CONSPIRACY: Stonecalf Warriorwoman, 1421 N. 9th B-4, Cd'A, read a letter she received from Senator Crapo regarding her beliefs in the Global Conspiracy theory that deals with extraterrestrials taking over the world.

REQUEST FOR LETTER OF INTENT FOR TAX CREDIT: Todd Prescott, White Water Creek, Hayden, Idaho, requested the City provide them with the same letter of intent that the City is providing Pacific West Communities regarding a tax credit for their affordable housing project. Councilman Kennedy expressed his belief that the City should extend the same courtesy to his group. Renata McLeod reported that staff has been working with Pacific West Communities and just learned that White Water Creek is now interested in the same tax credit. She recommended that this request go to the General Services Committee and, if approved by this committee, staff would bring back the agreement for ratification at the next Council meeting since the deadline for submitting these requests is February 12th. **MOTION:** Motion by Kennedy, seconded by Goodlander to place this on the next General Services Committee meeting. Motion carried.

HAROLD'S COMMENTS: Harold Hocker, 1413 E. Spokane Ave., believes that the issue of a global conspiracy is a very serious issue as a group in Russia wants to take over the entire world and it all started with China when the United States started trading with China. He also reminded the Council that each Council member should stop being followers and that they were elected to help the people and not just a few special people. He commented that he believes that this City is not a good government, it is Hitlerism.

CELL PHONE BAN AND MCEUEN FIELD COMMENTS: Dave Walker, 1055 E. Brooklyn, Cd'A, spoke about banning the use of cell phones while driving and feels that this would be another unenforceable law. He commented that he had observed a driver running a red light and there was an officer next to him who did nothing as he was on his cell phone. In regard to McEuen Field he believes there is a conspiracy rumor going through town about changes to McEuen Field and he reminded the Council that there is a Walker Macy Plan that has been prepared already. Councilman Kennedy noted that a citizen had brought the request forward regarding banning cell phones and that there is proposed legislation being presented at the State level. Dave Walker reminded everyone that the Walker Macy plan is conceptual but there was mention of a parking facility in order to decrease the footprint of the current parking area at 3rd and 4th Street. He noted that he would also like to be a part of a future discussion regarding McEuen Field.

MCEUEN FIELD: Steve Adams, 5292 N. Parkwood Circle, commented that Mr. Troy Tymesen told him that the tennis courts were being removed from McEuen field to construct a two-story parking garage. He had passed this information along to Mary Souza and because of the Mayor's response to the Spokesman Review that this was not true, he expects the Mayor to apologize to Mary Souza. The Mayor explained that her response was that a parking garage is not planned to be constructed on top of McEuen Field which was how the question was asked and she stands by her response that there are no plans to construct a parking garage on "top of McEuen Field". She further explained that enhancements are being looked at for McEuen Field and the City's plan is to have community input. She noted that every time the topic of McEuen Field is mentioned there are always rumors, speculation and exaggeration spread around and reminded Mr. Adams that the Council had adopted 7 values for McEuen Field and those values are still in place. Mr. Adams said that he would like to go on record that he supports enhancements to McEuen Field and improved parking capacity for those using the field but still expects the Mayor to apologize to Mary Souza.

CONSENT CALENDAR: Motion by Kennedy, seconded by Goodlander to approve the Consent Calendar as presented except that portion of Resolution 10-003 which is for the approval of the contract for artwork at Seltice/NW Blvd...

1. Approval of minutes for January 19, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, February 8th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-003: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH DONNA BAIN FOR THE CREATION AND INSTALLATION OF PUBLIC ART ON

SELTICE WAY / NORTHWEST BOULEVARD, AND; AUTHORIZING STAFF TO DESTROY CERTAIN TEMPORARY RECORDS LOCATED IN THE POLICE DEPARTMENT.

4. Approval of a letter of intent with Pacific West Communities.
5. Approval of cemetery lot repurchase from Marybeth McKenna.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

ARTWORK ON SELTICE WAY: Steve Anthony, Arts Commission liaison, presented Donna Bain who will be constructing the artwork to be located at Seltice Way and Northwest Boulevard. He reported that this piece of artwork was the result of an RFP for artwork that would be located at the east end of Sherman Avenue. Because it received so many votes from the original project the Arts Commission decided to place the second place finisher of the RFP at Seltice Way and Northwest Boulevard. The project is anticipated to be completed by the end of June.

Motion by Goodlander, seconded by Kennedy to approve including the contract with Donna Bain for artwork at Seltice Way/Northwest Boulevard in Resolution 10-003. ROLL CALL: Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN MCEVERS: Councilman McEvers announced that Dr. Jay Lee VP from NIC and Ryan Maskell from Coeur d'Alene High School are observing our TV contractor to learn how our television station works.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced the Coeur d'Alene Fire Dept. received a grant from Homeland Security for breathing apparatus in the amount of \$495,765. Chief Building Official Ed Wagner was named Building Official of the Year by the Idaho Building Officials Association. She announced that the General Services Committee meeting time has changed from 2:30 p.m. to 12:00 noon. Mrs. Gabriel noted that there is a KMPO blog which includes topics such as stimulus funding, possible tax for miles driven vs. gas tax. The annual Arbor Day button design contest has been announced. Designs are due by March 5th and from all the entries, 6-10 finalists will be chosen and the 4th grade students will select the winning design from the finalists. She announced the various Library activities for February. Census 2010, a constitutionally mandated requirement, will be conducted this year and she noted that by March everyone should receive the questionnaire from the Census. For those wondering what it is worth to Idaho to be counted in the census, for every person who is counted the state receives \$1,400. If anyone has questions regarding the 2010 census they may contact Victoria Bruno at 769-2204.

Councilman Kennedy reminded everyone that they should make sure if someone comes to their house stating they are a census taker that they have the appropriate ID and badge.

RAILROAD ABANDONMENT: City Attorney Mike Gridley identified the areas of railroad tracks that will be removed along Northwest Boulevard and Seltice Way. He noted that a portion of the abandoned railroad will be reverting to the Bureau of Land Management. Mr. Gridley

reviewed the boundaries of Government Lot 48 which includes City Park, Memorial Field, as well as a portion of City Park where the railroad transects. He noted that in 1904 the Federal Government deeded Lot 48 to the City subject to the railroad being allowed to maintain their railroad right-of-way. In 1933 Government Lot 49 was also deeded to the City by the Federal Government. This lot also makes up part of City Park. He noted that the railroad has a lease with Parkside Bistro which expires this year and with the abandonment of the railroad that property reverted to the City. He noted that City Park was constructed with Water and Land Conservation Funds. One of the conditions of that funding was that no commercial activity can be allowed on this land. Two years ago, the Federal Government, acting through the State of Idaho Parks Department, notified the City that they cannot allow the continuation of the Bistro when the railroad was abandoned. In regard to the gas station in the northeast portion of Government Lot 48 that small portion was removed by the Federal Government when Northwest Boulevard was part of the Interstate Highway.

Councilman McEvers believes that in these hard economic times it seems unfair to put someone out of business. Mr. Gridley noted that the owner had been notified two years ago of this mandate by the Federal Government. Councilman Goodlander noted that two years ago the City received notice from the State of the mandate to remove the commercial activity from this public land or the City would have to pay back the full amount of the Water and Land Conservation Funds the City received to develop City Park. Councilman McEvers asked who will be sued if the business does not leave this premises. Mr. Gridley responded that the City would do an eviction through the courts to remove the Bistro. He added that the Bistro owner does realize that his lease will end in April 2010 and he has no further rights to this property.

PUBLIC HEARING – HUD COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS – 2010 ANNUAL ACTION PLAN: Mayor Bloem read the rules of order for this public hearing. Renata McLeod.

Mrs. McLeod explained that the City of Coeur d'Alene receives a direct allocation of HUD Community Development Block Grant (CDBG) funds. Each year the City is required to complete an annual action plan in accordance with the adopted citizen participation plan. On January 8, 2010, the City sent an email notification to approximately 95 community stakeholders, inviting them to a public workshop to provide input toward the proposed Plan Year 2010 Action Plan (to be held January 12, 2010). Additionally, an advertisement was published January 11, 2010 notifying the community of the thirty-day public comment period January 11 – February 12, 2010 and notice of the January 12, 2010, public workshop. There were three citizens present at the workshop. Those present were provided a survey form to complete. One public comment has been received with the completed survey. Therefore, staff requests that the City Council adopt the attached Plan Year 2010 Action Plan.

Nelle Coler, Panhandle Area Council, reviewed the accomplishments achieved using the HUD CDBG Funding for 2009. She noted that the 2010 plan allows 16% for administration, 32.5% for land acquisition for future LMI housing, 32.5% for Community projects, 6% for sidewalks, and 13% for neighborhood revitalization (includes emergency minor repair program),

PUBLIC COMMENTS: Harold Hocker, 1413 E Spokane Ave, asked if this has anything to do with the railroad and public transportation.

COUNCIL MOTIONS: Motion by Kennedy, seconded by Hassell to approve the 2010 Annual Action Plan for the HUD Community Development Block Grant Funds and to authorize staff to take appropriate actions to any public comments received. Motion carried.

ADJOURNMENT: Motion by Kennedy, seconded by Bruning to recess to February 11th at 12:00 noon in the City Hall Council Chambers for a workshop with CDA TV Committee. Motion carried.

The meeting recessed at 7:40 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-004

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 CITY DOCK LEASE RENEWAL FOR LAKE COEUR D' ALENE CRUISES; APPROVING CITY DOCK LEASE RENEWAL FOR BROOKS SEAPLANE; APPROVING CITY DOCK LEASE RENEWAL FOR COEUR D' ALENE PARASAIL WATERSPORTS; APPROVAL OF THE DESTRUCTION OF CERTAIN PARKS DEPARTMENT TEMPORARY AND SEMI-PERMANENT RECORDS AND APPROVING A SUB-RECIPIENT AGREEMENT WITH ST. VINCENT DEPAUL FOR CDBG FUNDS.

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 "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Approving City Dock Lease Renewal for Lake Coeur d' Alene Cruises;
- 2) Approving City Dock Lease Renewal for Brooks Seaplane;
- 3) Approving City Dock Lease Renewal for Coeur d' Alene Parasail Watersports;
- 4) Approval of the Destruction of Certain Parks Department Temporary and Semi-Permanent Records;
- 5) Approving a Sub-Recipient Agreement with St. Vincent DePaul for CDBG funds;

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 "1 through 5" 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 February, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES COMMITTEE

Date: January 25, 2010

From: Doug Eastwood, Parks Director

SUBJECT: COMMERCIAL DOCK LEASE EXTENSIONS

DECISION POINT:

Recommend to the City Council to extend the dock leases for an additional two years for Brooks Seaplane Service, Coeur d'Alene Lake Cruises and Coeur d'Alene Parasail and Water Sports.

HISTORY:

Each of the above vendors has an extension renewal clause in their contracts to renew for two additional years prior to the close of the current season. The renewal is predicated on history of use, compliance with rules and regulations and on-time payment. The aforementioned vendors have all been exemplary in all areas.

FINANCIAL ANALYSIS:

The contact amounts for the lease agreements goes into the Parks Capital Improvement fund for the acquisition and development of new park land. The average monthly cost is approximately \$871.26 per bay. We do not collect on a per month basis; the amount for the entire season is paid prior to the beginning of the season. We also evaluate an annual fee increase based on the previous year's Consumer Price Index and the fee increase is not to exceed 3%. The 2010 season will not have a fee increase.

PERFORMANCE ANALYSIS:

Each of the vendors do a very good job providing aquatic recreation activity for the public and they all do an excellent job of providing customer service and a positive image for the City of Coeur d'Alene.

DECISION POINT:

Recommend a two year extension on the lease agreements for Brooks Seaplane, Coeur d'Alene Lake Cruises, and Coeur d'Alene Parasail & Water Sports.

LEASE AGREEMENT

THIS LEASE, entered into this 16th day of February, 2010, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **LAKE COEUR D'ALENE CRUISES, INC.**, an Idaho Corporation with its principle place of business at P O Box 6200, Coeur d'Alene, Idaho 83816-1937, hereinafter referred to as the "Lessee,"

WITNESSETH:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage along the City Dock between Independence Point and Hagadone Hospitality Company property, to wit:

THOSE SPACES DESCRIBED AS BAY 1, BAY 2, AND BAY 3
ON THE EAST SIDE OF THE CITY DOCK; AND

THOSE SPACES DESCRIBED AS BAY 6, BAY 7, AND BAY 8
ON THE WEST SIDE OF THE CITY DOCK.

Said bays are depicted on the attached drawing identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be four (4) years commencing April 1, 2010, and ending October 31, 2013. Any property left beyond October 31, 2013, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock, for the first year of the lease, the sum of Sixty Two Thousand One Hundred Twenty-Two and 48/100 (\$62,122.48), based on a monthly rental of Eight Hundred Forty Five and 89/100 Dollars (\$845.89) per month per bay and One Thousand Two Hundred Eighteen Dollars and 08/100 (\$1,218.08) the 2% Department of Lands fee as identified in Section 4, payable as follows: Thirty Six Thousand Two Hundred Thirty Eight and 25/100 Dollars (\$36,238.25) payable on April 1, 2010, for the period of April 1, 2010, through October 31, 2010, this includes Seven Hundred Ten and 55/100 Dollars (\$710.55), the 2% Department of Lands fee; and Twenty-Five Thousand Three Hundred Seventy Six and 70/100 Dollars (\$25,376.70), payable on or before November 1, 2010, for the period of November 1, 2010, through March 31, 2011, this includes Five Hundred Seven and 53/100 Dollars (\$507.53), the 2% Department of Lands fee. Payments for rental for each subsequent year shall be made in advance of April 1 for the period of April 1 through October 31 for that year. Annual fee increases will be based on the Consumer Price Index (CPI) Western. Lessee is required to report any use of said dock during the period of November 1 to March 31 providing compensation to the Lessor on a per use basis.

PROVIDED HOWEVER, the Lessee may at its option remove its property and vacate the leased space prior to November 1 of any year, in which event rental for the months during which such space is not used between November 1 and March 31 will not be charged if the Lessee has, prior to November 1, certified in writing to the City Clerk that the space has been so vacated. In such event, City will utilize the bay(s) as it deems in the City's best interest.

Section 3. Renegotiation: Lessee may request in writing a two (2) year extension of this agreement for the period from April 1, 2014, to October 31, 2015, by submitting to Lessor a written request for extension after April 1, 2012, and prior to November 1, 2012. Upon receipt of such request, the Lessor will consider whether it will grant an additional two (2) year extension and if so, the parties may mutually renegotiate terms applicable to said extension. Such request can be made, in writing, in each succeeding even year between the dates of April 1 and November 1.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$1,218.08 or 2% of the annual fee. This fee is included in Section 2. Should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock and attributed to Lessee's operation pursuant to Section 11, entitled "Use of Leased Premises."

Section 6. Maintenance: The lessee is expected not to conduct any activity, or operate equipment in any manner not consistent with generally accepted marina boating practices that could cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs. To this end the Lessee agrees to promptly repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and/or customers, and caused by Lessee's boats and/or equipment. Lessee further agrees at its sole cost, to promptly repair any damage done to the City's Third Street Seawall and Third Street Seawall Docks, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, and customers, and/or caused by Lessee's boats and/or equipment and to promptly notify the City Parks Director of any such action whether to the City Dock, the Third Street Seawall or Third Street Seawall Docks. A drawing depicting the Third Street Seawall and Third Street Seawall Docks is attached hereto as Exhibit "B" is incorporated herein. In the event a City dock reconstruction or modification project would reasonably impair Lessee from proceeding promptly with repairs, Lessee shall undertake and complete repairs required by this

Section within a reasonable time after the City dock reconstruction or modification project is complete.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the City. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessor however, agrees to make reasonable efforts to not make such modification between May 1 and August 31. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Adjustments: The parties agree the rental and utility payments required under Section 2 entitled "Rental" and Section 5 entitled "Utilities" shall be adjusted on a pro rated basis for each day a City's reconstruction or modification project makes the dock inaccessible to Lessee's patrons or invitees.

Section 9. Signs: Except as set forth in this section and in Section 11, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks Director and be in conformance with the Municipal Sign Code.

Section 10. Alcoholic Beverages: The Lessee shall make every reasonable effort to not permit any person to debark from the watercraft to the City Dock with any opened, sealed, or unsealed container of any alcoholic beverage.

Section 11. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 12. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises only for the moorage of The Mish-N-Nock, The Idaho, The Coeur d'Alene, the Kootenai, the Spirit of Coeur d'Alene, and the Fantasy for hire, and the loading and/or unloading of said craft along with limited souvenir sales permitted in Section 11, entitled "Souvenir Sales." The manner of moorage of the watercraft shall be approved by the Lessor's Parks Director. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use

thereof without charge by the Lessee. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 13. Liability: The Lessee covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all demands, loss or liability for any injury or death occurring to any person or persons or for any damage to any property resulting from the business activities and operation of the Lessee in the use and possession of the leased premises pursuant to this Agreement.

The Lessee does further agree that it shall remedy any damage caused to the dock or docks which results from any acts of the Lessee, or the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee shall not be liable for any loss, damage or injury which results from structural defects or failures of the dock or docks, if the structural defect or failure is not caused by the negligent acts of the Lessee, the agents, employees, customers, patrons or passengers of the Lessee.

The Lessee does agree that any structural defect that comes to the attention of the Lessee as relates to the leased property will be reported to the Lessor.

The Lessee does further agree that as relates to its use of the dock or docks for the purposes of loading or unloading passengers, it shall maintain reasonable inspection of the premises and shall take appropriate action to prevent their agents, employees, patrons or passengers from entering upon unsafe or defective conditions on the dock or docks of which it has notice, or from which a defective condition is readily apparent.

The Lessor shall have the right at all times during the Lease term to maintain inspection of the premises.

The Lessee and Lessor do acknowledge that the Lessee's rights to the use of the dock or docks is in common with other Lessees, including such other Lessees having passengers, patrons or guests on or about the leased premises. The Lessee shall have no liability for any injury to or death of any person or persons or from any damage to the premises which results from or is occasioned by other Lessees' operations and business activities.

Section 14. Insurance: The Lessee does agree that it shall procure, at its cost and expense and maintain in full force and effect, during the term of the Lease, a Policy of Liability Insurance insuring against loss for personal injury, death, or property damage with limits of not less than \$1,000,000.

The Lessor shall be endorsed on the Contract of Insurance as an Additional Named Insured. A Certificate of Endorsement of the Lessor as an Additional Named Insured under the insurance coverage to be procured by the Lessee shall be issued and shall be re-issued upon the annual renewal of the Insurance Policy and shall provide at least thirty (30) days written notice to Lessor prior to cancellation of the policy.

No coverage shall be afforded to the Lessor by the Lessee or its Insurance Company that goes beyond the obligation of the liability of the Lessee as are defined and outlined in Section 13 of this Lease Agreement.

The Lessee shall further make available to the Lessor those provisions of the Insurance Policy that would have bearing upon the terms, coverages, exclusions and conditions as relate to the rights of the Lessor as an Additional Named Insured. No entitlement shall exist in favor of the Lessor to obtain, by request or otherwise, any information from or about the Contract of Insurance that relates to other insured activities of the Lessee; other properties that are covered by such insurance; or any of the economics thereof; including premium payments, reports, reports on losses, or information relating to claims, excepting those claims arising pursuant to the activity of the Lessee under this Lease Agreement, for which the Lessor is to be protected as an Additional Named Insured. The Lessor shall be entitled to obtain a Declaration Sheet of coverage limits of the insurance to show compliance with the limits of insurance to be maintained by the Lessor.

Section 15. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 16. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 17. Interference With Use By Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 18. Parking: The parties recognize that the city is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may effect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases, holds harmless Lessor and waives any claim whatsoever Lessee may have against the city its employees, agents, elected and appointed officials in the event parking is modified.

Section 19. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 20. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

Section 21. Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, that Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 22. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 7200, Coeur d'Alene, Idaho 83816-1941, and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 23. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Time of the Essence: Time is of the essence of this agreement.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

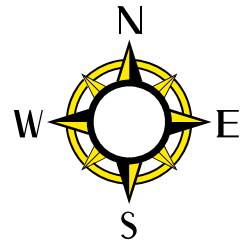
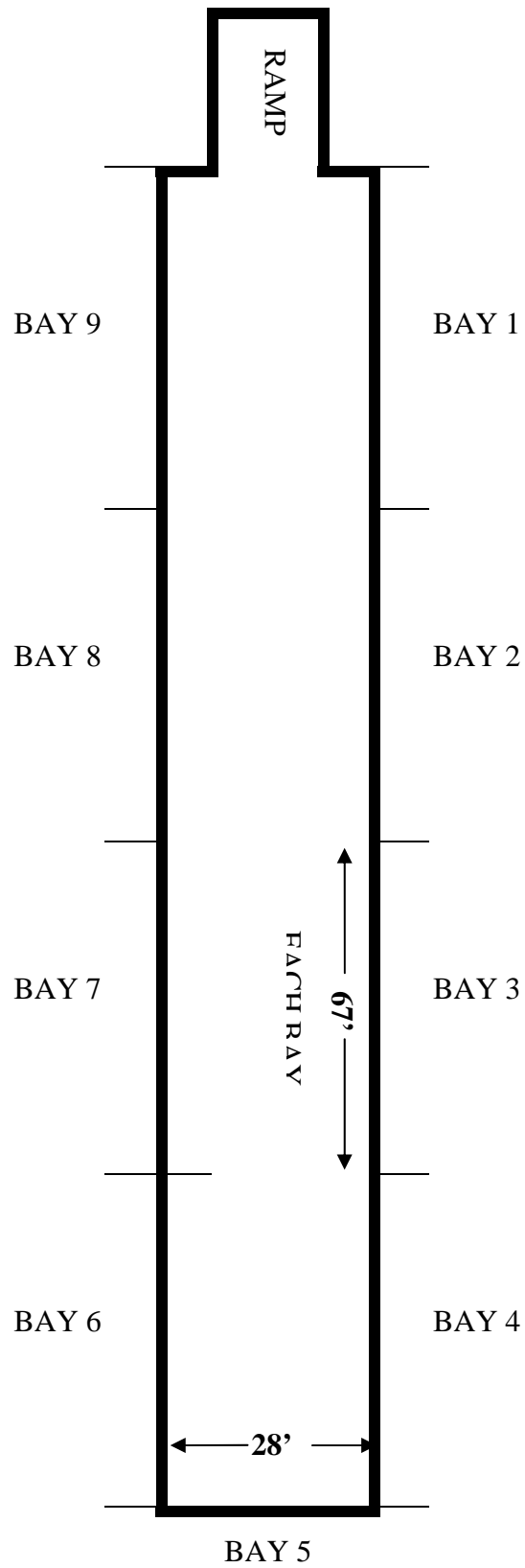
LESSEE:
LAKE COEUR D'ALENE CRUISES, INC.

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

By: _____
Susan K. Weathers, City Clerk

Exhibit "A"



Brooks Seaplane

LEASE AGREEMENT

THIS LEASE, entered into this 16th day of February, 2010, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "Lessor," and **WILLIAM R. BROOKS d/b/a BROOKS SEAPLANE SERVICE, INC.**, with its principle place of business at P O Box 1028, Coeur d'Alene, Idaho 83816, hereinafter referred to as the "Lessee,"

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage on the South side of the City Dock, to wit:

THAT SPACE DESCRIBED AS BAY 5 ON THE SOUTH SIDE
OF THE CITY DOCK.

Said bay is depicted on the attached drawings identified as Exhibit "A," and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be four (4) years commencing April 1, 2010, and ending March 31, 2014. Any property left beyond March 31, 2014, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock for the first year of the lease, the sum of Four Thousand One Hundred Nineteen and 97/100 Dollars (\$4,119.97) payable as follows: Three Thousand Nineteen and 85/100 (\$3,019.85), based on a monthly rental of Eight Hundred Forty Five and 89/100 Dollars (\$845.89), payable on April 1, 2010, for the period of April 1, 2010, through October 31, 2010, and Fifty Nine and 21/100 Dollars (\$59.21) which is the 2% fee assessed by the Department of Lands as identified in Section 4; and One Thousand Eighty Two and 86/100 Dollars (\$1,078.55) payable on or before November 1, 2010, for the period of November 1, 2010, through March 31, 2011, based on a monthly fee of Two Hundred fifteen and 71/100 Dollars (\$215.71), and Twenty One and 57/100 Dollars (\$21.57) which is the 2% fee assessed by the Department of Lands as identified in Section 4. Payments for rental for each subsequent year shall be made in advance of April 1 for the period of April 1 through October 31, and in advance of November 1 for the period of November 1 through March 31. Annual fee increases will be based on the Consumer Price Index (CPI) Western.

Section 3. Renegotiation: Lessee may request in writing a two (2) year extension of this agreement for the period from April 1, 2014, to March 31, 2016, by submitting to Lessor a

written request for extension after April 1, 2012, and prior to November 1, 2012. Upon receipt of such request, the Lessor will consider whether it will grant an additional two (2) year extension and if so, the parties may mutually renegotiate terms applicable to said extension. Such request can be made, in writing, in each succeeding even year between the dates of April 1 and November 1.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rental: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$59.21, or 2% of the annual fee. This fee is included in Section 2, should the State of Idaho charge any other or additional fee Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the City Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Director of Parks. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Director of Parks and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises and any dock extension owned by the Lessee only for the moorage of his seaplanes, to offer rides in seaplanes to the public, and to student fliers participating in his seaplane flying school, to sell gasoline to other seaplanes and, when necessary in emergencies caused by weather conditions or the condition of visiting seaplanes, to allow such seaplanes to be moored or stored on or at the part of the dock being leased by the Lessee. The Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, beverages, except the sale of gasoline to other seaplanes and souvenir sales as allowed by Section 10 entitled "Souvenir Sales." It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. Lessor shall approve the manner of the moorage of the seaplanes or of the dock extension. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 12. Liability: The Lessee covenants to defend, indemnify, and hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during cruises, flights, other activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase in and about the leased premises shall mean the City Dock and all

other areas owned, maintained, or regulated by Lessor upon which Lessee's customers and potential customers, invitee's, employees, and agents utilize in the course of his/her cruise, flights, other activities associated with Lessee's use, or inquiry about the same on Lessee's watercraft or in the course of access to or egress from Lessee's watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy. This policy must run for the entire period of this lease.

Section 13. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 14. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 15. Interference With Use By Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 16. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 17. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, which may apply to Lessee's use of the leased premises.

Section 18. Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, that Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such

events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 19. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States Mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to P.O. Box 1028, Coeur d'Alene, Idaho 83816 and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 20. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 21. Time of the Essence: Time is of the essence of this Lease.

Section 22. Parking: The parties recognize that the city is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may effect the parking areas presently used by lessee's customers. In the event of said occurrence lessees hereby release, hold harmless and waive any claim whatsoever lessee may have against the Lessor its employees, agents, elected and appointed officials in the event parking is modified.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

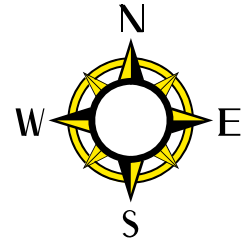
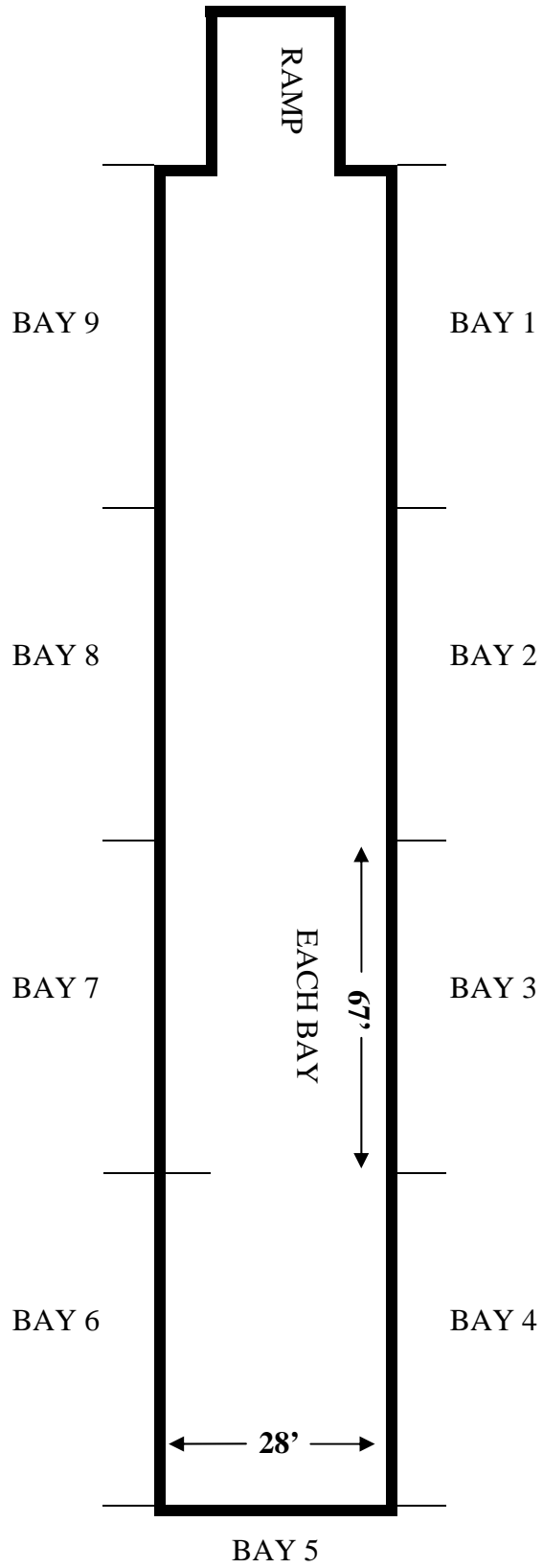
LESSEE:
WILLIAM R. BROOKS d/b/a
BROOKS SEAPLANE SERVICE

By: _____
Sandi Bloem, Mayor

By: _____
William R. Brooks, President

By: _____
Susan K. Weathers, City Clerk

Exhibit "A"



Brooks Seaplane

LEASE AGREEMENT

THIS LEASE, entered into this 16th day of February, 2010, by and between the **CITY OF COEUR D'ALENE**, a municipal corporation organized and existing under the laws of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene Idaho 83814, hereinafter referred to as the "Lessor," and **BENJAMIN C. & RUTHIE RODRIGUEZ d/b/a COEUR D'ALENE PARASAIL & WATERSPORTS, INC.**, with its principle place of business at 7040 N Valley Street, Dalton Gardens, Idaho 83815, hereinafter referred to as the "Lessee,"

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents and covenants hereinafter mentioned to be paid and performed by the Lessee, does hereby lease and let unto the Lessee the following described moorage along the Westside of the City Dock, to wit:

THAT SPACES DESCRIBED AS BAY 4 ON THE EAST SIDE
AND BAY 9 ON THE WEST SIDE OF THE CITY DOCK.

Said bays are depicted on the attached drawing identified as Exhibit "A" and by this reference incorporated herein.

Section 1. Term: The term of this lease shall be four (4) years from May 1st through September 30th each year, commencing May 1, 2010, and ending September 30, 2013. Any property left beyond September 30, 2013, will be impounded and returned to the Lessee only upon payment of reasonable impounding costs, fees, and storage. All rent is to be paid in advance as described below.

Section 2. Rental: The Lessee agrees to pay as rental for the right of such moorage space and the use of said portion of said dock in advance of May 1, 2010, for the first year of the lease, the sum of Eight Thousand Six Hundred Twenty Eight and 07/100 Dollars (\$8,628.07), based on a monthly rental of Eight Hundred Forty-Five and 89/100 Dollars (\$845.89) per month per bay and One Hundred Sixty Nine and 17/100 (169.17), the (2%) Department of Lands fee as identified in Section 4. Annual fee increases will be based on the Consumer Price Index (CPI) Western. For the second year of the Lease and each subsequent year thereafter until termination, the monthly rental amount shall be paid in advance of May 1st of each year.

Section 3. Renegotiation: Lessee may request in writing a two (2) year extension of this agreement for the period from May 1, 2014, to September 30, 2015, by submitting to Lessor a written request for extension after May 1, 2012, and prior to October 1, 2012. Upon receipt of such request, the Lessor will consider whether it will grant an additional two (2) year extension and if so, the parties may mutually renegotiate terms applicable to said extension. Such request

can be made, in writing, in each succeeding even year between the dates of April 1 and October 1.

If the parties are unable to negotiate terms mutually agreeable to both parties within sixty (60) days of the date of receipt of the request from Lessee for an extension of the original agreement or extension of the extended agreement, then no extension shall occur and the lease shall expire according to previously agreed upon terms.

Section 4. Additional Rent: The State of Idaho Land Board has initiated a fee or other charge against the Lessor, during the term of this lease, for maintenance, operation, placement, and use of the City Dock, the Lessee shall pay to the Lessor its proportionate share of such rental or fee which for the first year of this lease is \$169.17 or 2% of the annual fee. This fee is included in Section 2. Should the State of Idaho charge any other or additional fee, Lessee shall be responsible for a proportionate share.

Section 5. Utilities: The Lessee agrees to pay all electrical services and other utility costs incurred at said dock.

Section 6. Maintenance: The Lessee agrees at Lessee's sole cost within 5 five days, to repair any damage done to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs, caused by the Lessee, Lessee's employees, agents, customers, or equipment and to promptly notify the Parks Director of any such damages. Lessee is expected to not conduct any activity, or operate equipment in any manner that could potentially cause damage to the City Dock, including but not limited to decking, railings, pilings, walkways, and float logs.

Section 7. Improvements or Construction: The Lessee shall not construct anything on or about said dock without the written consent of the Parks Director. The Lessee agrees that City has the right to reconstruct and modify, including expansion of the dock, at any time during the term of the Lease. Lessee further agrees that it shall have no claim against Lessor for any inconvenience or lost income that may result from reconstruction, modification, or expansion of the dock.

Section 8. Signs: Except as set forth in this section and in Section 10, entitled "Souvenir Sales," no signs for advertising purposes or otherwise shall be attached to the dock or affixed in the area adjacent to the dock, except a small sign designating the owner or the name of the boat and its location, which sign must be approved by the Parks Director and be in conformance with the Municipal Sign Code.

Section 9. Alcoholic Beverages: The Lessee shall not dispense by gift, sale or otherwise, or allow anyone else on the deck or watercraft for which the space is leased, to dispense by gift or sale, or otherwise, any alcoholic beverage, including but not limited to beer and wine, within the City limits of the City of Coeur d'Alene which extends 1,000 feet from the shoreline. The Lessee shall not permit any person to debark from the watercraft to the City dock with any opened, sealed or unsealed container of any alcoholic beverage.

Section 10. Souvenir Sales: The Lessee may sell from the dock non-food items directly related to its business, with the following conditions. The only items that may be sold are hats, t-shirts, sweatshirts, mugs, drinking cups, bumper stickers, and pennants provided such items either bear the Lessee vendor's logo or some other mark indicating a relation to the Lessee vendor's business. Provided, however, that sales and display of the items are to be confined to the interior of their respective booths, which booths and location must be approved in writing by the Parks Director prior to placement and must be removed from the premises at the close of each day. Signs advertising the items for sale must be approved by the Parks Director and be in conformance with the Municipal Sign Code. The City reserves the right to direct Lessee to immediately cease the sale of souvenir items if in the City's sole discretion the continued sale of souvenir items creates an unsafe condition upon the City's dock. In such event, Lessee shall have no claim for damages against Lessor.

Section 11. Use of Leased Premises: It is understood and agreed that the Lessee will use the leased premises only for the moorage of low tech watercraft for hire, and the loading and/or unloading of said craft. Low tech is described as aquatic equipment with zero (0) horsepower or that which is propelled by human power only. Except as set forth in Section 10 entitled "Souvenir Sales," the Lessee shall make no sales from the dock of merchandise of any type including but not limited to watercraft, food, or beverages. It is further understood and agreed that the general public shall at all times be invited to patronize the Lessee and shall have free access to and from the dock and the use thereof without charge by the Lessee. The manner of moorage of the watercraft shall be approved by the Lessor or its Parks Director. Due to increased water activity on the 4th of July, access to the dock will be restricted for commercial activity from 6:00 p.m. to the following morning.

Section 12. Liability: The Lessee covenants to hold the Lessor harmless from any and all demands, loss or liability resulting at any time or times from injury to or the death of any person or persons and/or from damage to any and all property occurring from the negligence or other fault or omission of the Lessee, Lessee's agents, employees and/or patrons in and about the leased premises, on or about or during activities associated with Lessee's use, or resulting from noncompliance with any law, ordinance, or regulation respecting the condition, use, occupation, sanitation or safety of the leased premises or any part thereof. The phrase "in and about the leased premises" shall mean the City Dock and all other areas owned, maintained, or regulated by Lessor upon which Lessee's customers and potential customers, invitee's, employees, and agents utilize in the course of his/her activity associated with Lessee's use, or inquiry about the same on Lessee's watercraft or in the course of access to or egress from Lessee's watercraft, including specifically, but not limited to, the waters surrounding the dock, the beach, sidewalks, ramp, parking areas, and other amenities and structures whether natural or manmade in the vicinity of the City Dock upon which or by which a customer, potential customer, invitee, employee, and agent of Lessee crosses until that person has left City property. To this end, the Lessee shall at its own expense obtain a policy or contract of insurance or comprehensive liability plan naming the Lessor as an additional insured, which policy, contract or plan shall insure against loss for personal injury or death or property damage in an amount of at least One Million Dollars (\$1,000,000). Insurance coverage shall include coverage for those claims which arise in and about the leased premises as defined above. A copy of such policy shall be filed in the office of the City Clerk together with a certificate of insurance showing such policy to be in

effect at all times during the term of this lease. The certificate of insurance in a form acceptable to the City shall provide at least thirty (30) days written notice to the Lessor prior to cancellation of the policy.

This policy must run for the entire period of this lease.

Section 13. Assignability: Lessee shall not assign the lease or sublet the bay, or any part thereof, during the term hereof, without first having obtained the written consent of the Lessor to do so.

Section 14. Filing of Charges and Schedules: The Lessee shall at all times during the term hereof keep on file with the City Clerk of Coeur d'Alene a current schedule of its hours of operation and charges to the public.

Section 15. Interference With Use By Other Lessees: The Lessee shall not hamper or interfere with the use of the dock or other moorage spaces leased by the Lessor to other lessees.

Section 16. Removal in Emergency: Should it appear to the Lessor that because of flooding or other danger, the property of the Lessor is endangered by the mooring of watercraft, the Lessee shall, immediately after receiving notice, remove the watercraft from the leased premises until the danger has ceased as determined by Lessor.

Section 17. Other Laws: Lessee agrees it shall comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Lessee's use of the leased premises.

Section 18. Parking: The parties recognize that the City is involved in a process of developing a downtown properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. Lessee acknowledges and agrees that this may occur and may effect the parking areas presently used by Lessee's customers. In the event of said occurrence Lessee hereby releases, holds harmless Lessor and waives any claim whatsoever Lessee may have against the City its employees, agents, elected and appointed officials in the event parking is modified.

Section 19. Default: In the event the Lessee fails, neglects, or refuses to perform any covenant or condition required of Lessee herein, that Lessor may terminate this lease and reenter and retake possession of the leased space, retaining any and all payments made by the Lessee as liquidated damages, or the Lessor may, at its option, enforce the specific performance of the terms hereof, or take such other recourse as may be open to it in law or in equity. In any of such events, the Lessee agrees to pay all expenses, including a reasonable attorney's fee, in any suit or action brought by the Lessor.

Lessee further agrees, in the event of default, that Lessor may impound property moored at or on the dock and store the same at Lessee's expense at a location chosen by Lessor.

Section 20. Notice: Provided, however, that before declaring such default, the Lessor shall notify the Lessee in writing of the particulars in which it deems the Lessee to be in default, and the Lessee shall have seven (7) days from the time such written notice has been placed in the United States mail addressed to the Lessee at the last address the Lessee has left with the Lessor, with proper postage affixed, within which to remedy the default. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814. Any notice required herein to be given to Lessee shall be written and deemed received by Lessee when addressed to 7040 N Valley Street, Dalton Gardens, Idaho 83815 and deposited in the United States mail with proper postage affixed thereto. In lieu of service by mail, a notice of default or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 21. Lessor's Option to Terminate Lease: The Lessor may at any time after ten (10) day's written notice terminate this lease, retake possession of the leased space upon payment to the Lessee of the prorated, unearned portion of the lease payment. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

Section 22. Time of the Essence: Time is of the essence of this agreement.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the Lessor has caused this lease to be executed by its Mayor and attested by its City Clerk, and the corporate seal hereunto affixed, and the Lessee has signed the same, the day and year first above written.

LESSOR:
CITY OF COEUR D'ALENE

LESSEE: BENJAMIN C. & RUTHIE
RODRIGUEZ, d/b/a COEUR D'ALENE
PARASAIL & WATERSPORTS, INC.

By: _____
Sandi Bloem, Mayor

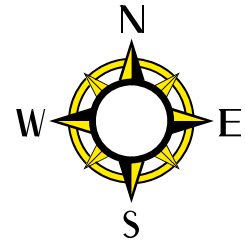
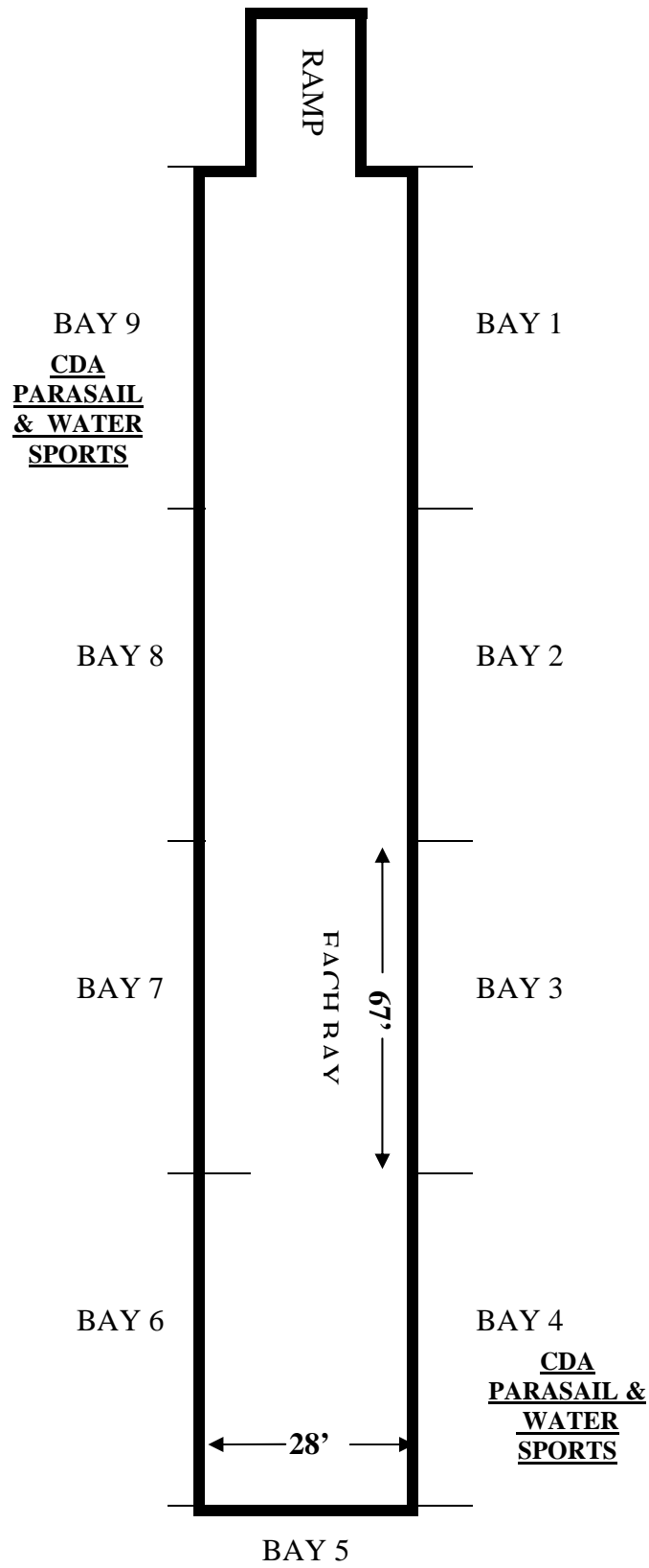
By: _____
Benjamin C. Rodriguez, Owner

ATTEST:

By: _____
Ruthie Rodriguez, Owner

Susan K. Weathers, City Clerk

Exhibit "A"



**Parks Department
Authorization for Destruction of Records**

RECORD DESCRIPTION	TYPE OF RECORD (Perm/Semi-Perm/Temp)	DATES OF RECORDS (From - To)
Avista Utility Invoices	Temp	2001-2006
Clark Oil-Fuel Invoices	Temp	1996-2006
Water Bills	Temp	2001-2002
XO Communications Invoices	Temp	2006
Concert Series Financial Records	Temp	1998-2003
Facility Use Permits	Semi-Permanent (60 months)	1998-2003
Misc invoices from 2000	Temp	2000
Auto Rain Bid for Canfield Park	Temp	2002
Hidden Rivers Bid for Canfield Park	Temp	2002
Milroy Golf Systems Bid for Canfield Park	Temp	2002
AM Irrigation & Landscape	Temp	2002
Dew Drop Sprinkler/Landscape	Temp	2002

AGREEMENT FOR CDBG GRANT FUNDS FOR St. Vincent de Paul North Idaho

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and St. Vincent de Paul North Idaho, an Idaho non-profit corporation, whose mailing address is: 201 E Harrison Avenue, Coeur d'Alene, Idaho 83814-3240, hereinafter referred to as "St. Vincent de Paul".

The key contact for St. Vincent de Paul is Jeff Conroy, Executive Director.
The key contact for the CITY is Nelle Coler, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-09-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$44,600.00 (forty four thousand six hundred dollars) to St. Vincent de Paul to provide transitional housing for two homeless families for a period of 1 year. Each family will also receive self-sufficiency counseling and support. The project is more fully described in Attachment A "Scope of Work".
2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to St. Vincent de Paul under this Grant Agreement is \$44,600.00 (forty four thousand six hundred dollars), referred to herein as the "grant funds". St. Vincent de Paul will provide the management resources, staff and office supplies needed for the project.
3. Budget. St. Vincent de Paul shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by St. Vincent de Paul and the CITY. In the event costs exceed these grant funds, St. Vincent de Paul shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$44,600.00 (forty four thousand six hundred dollars).
4. Program Income. Any income generated from the use of these funds is "program income" and is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. St. Vincent de Paul is allowed to retain and use program income for the same purposes as covered by this contact. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work. Neither the City nor St. Vincent de Paul anticipates any program income to be generated through this project.
5. Payments. As the project progresses St. Vincent de Paul will provide the CITY, through the City's Grant Administrator, Panhandle Area Council (PAC) 11100 N Airport Drive, Hayden, ID 83835-9798

with monthly reports of expenditures and program progress. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents.

St. Vincent de Paul will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment.

6. Insurance. St. Vincent de Paul warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000).

7. Grant Program Requirements. This Agreement and the project is governed by the provisions of Title I of the Housing and Community Development Act of 1974 as amended, Public Law 93-383 and the implementing regulations at 24 CFR Part 570. St. Vincent de Paul shall not take any action or do anything inconsistent with the purposes and intent of the CDBG program. St. Vincent de Paul shall comply with all state and local and federal laws and regulations that pertain to the program and the CDBG grant program and funds.

8. Environmental. St. Vincent de Paul shall comply with any HUD environmental regulations and with the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood Disaster Protection Act, Lead Based Paint Regulations, and shall comply with all inspection, reporting, monitoring, and requirements of environmental regulations.

9. Real Property Acquisition, Relocation and Disposal. The City has not authorized property acquisition under this contract.

10. Procurement Standards and Methods. The St. Vincent de Paul shall use procurement and purchasing standards that are in compliance with state law. Generally, procurement of items or services costing less than \$25,000 may use the informal Small Purchase process. Small Purchase process requires three written bids/quotes. Larger purchases should follow formal bidding processes including proper bonding and guarantees. Panhandle Area Council can provide technical assistance for procurement.

To the greatest extent possible, St. Vincent de Paul will select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements of the CDBG program.

12. Termination of Grant Agreement. The CITY may at any time terminate this agreement for cause or convenience. If terminated for the convenience of the CITY, the CITY shall pay for any work completed up to the date of the termination. If the CITY terminates this agreement for cause, the CITY will not make any payments for work completed in violation of this agreement. If for any reason the Grant Agreement is terminated, St. Vincent de Paul agrees and acknowledges that the CITY shall bear no liability or responsibility of any kind or for any reason to St. Vincent de Paul for any of the funds received, to be received, or anticipated to be received pursuant to this Agreement.

13. Financial and Progress Reports. In the performance of this Agreement, St. Vincent de Paul shall keep books, records and accounts of all of St. Vincent de Paul's activities related to the provisions of this Agreement. On a monthly basis, and at project completion, St. Vincent de Paul shall submit to PAC a financial report that details costs incurred by line item as described in the project budget, Attachment B. Said report shall be submitted to PAC upon completion of the project funded under this Agreement. St. Vincent de Paul acknowledges that the CITY is required to submit to HUD interim performance reports, and therefore St. Vincent de Paul agrees to submit to PAC, monthly performance reports in the format provided by PAC and to provide any and all information which the CITY may need or request in preparing the CITY's interim performance reports to HUD. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to PAC at the conclusion of the project.

14. Record Keeping. St. Vincent de Paul shall keep sufficient records, files, accounting records and documentation to track expenditures and accounting processes and shall be in accordance with general accounting practices useable for auditing. It shall keep records sufficient to document purchases are in accordance with procurement policies and track assets. Any real property acquisition activities shall be documented as required by the Acquisition and Relocation requirements of the grant program. Records of compliance with any environmental requirements shall be maintained.

15. Client Data. Client information collected under this contract is private and the use or disclosure such information is prohibited when not directly related responsibilities and requirements under this agreement unless written consent is first obtained from the client.

16. Amendments to this Grant Agreement. St. Vincent de Paul understands and agrees that no change shall be made to the nature or purpose of the project and this agreement and that no changes shall be made in the budget (Attachment B), the Scope of Work (Attachment A) or the design of the project without the prior written consent of the CITY. Either party may initiate an amendment. From time to time the CITY may at its discretion amend the contract to reflect changes in the program requirements, regulations or law.

17. Subcontracts. St. Vincent de Paul shall seek CITY approval prior to entering into any subcontracts under this Agreement. St. Vincent de Paul shall notify PAC to request approval by the CITY. These subcontracts shall contain all the requirements of this agreement. Amendments to subcontracts shall have both the CITY's and St. Vincent de Paul's approval before they are

effective amendments. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. St. Vincent de Paul acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, St. Vincent de Paul shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of St. Vincent de Paul's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

19. Recognition. The CITY and St. Vincent de Paul agrees that appropriate information shall be given to recipients of CDBG Entitlement Program grant funding that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. St. Vincent de Paul agrees to give appropriate credit to others that contribute time and materials to the program.

20. Severability. The provisions of this Agreement are severable. In the event any provision shall be determined to be void or unenforceable for any reason, such determination shall not affect the enforceability of the remaining provisions.

21. Relationship of Contracting Parties. This Agreement does not establish an employer- employee relationship between the parties. St. Vincent de Paul shall indemnify the CITY and its representatives and shall hold it harmless against any and all suits, actions, claims, or losses of any kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of St. Vincent de Paul that may arise out of or which are in any way related to this Agreement.

St. Vincent de Paul shall at all times remain an independent contractor with all respects to the CITY and shall maintain (as needed or required by 24 CFR 84.31) for itself and its employees; insurance, workman's Comp, unemployment insurance, FICA and tax filings.

22. Closeout. St. Vincent de Paul's obligation to the CITY under this agreement shall not end until all payments have been made, disposition of assets made and approved, determination of custodianship of records, required reporting completed, and the project National Objective met.

23. Labor Standards. St. Vincent de Paul agrees to comply with the federal labor standards including Davis Bacon in all construction contracts over \$2,000.

24. Copy Rights. If this contract results in any copyrightable materials or inventions, The CITY reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for governmental purposes.

25. Religious and Lobbying Activities. St. Vincent de Paul certifies that no federal funds have been paid or will be paid to any person for the purpose of influencing any official, employee of any agency or Member of Congress in the connection of awarding any federally funded contract or agreement. If other funds have been or will be so used, the St. Vincent de Paul certifies it has followed the proper procedures and submitted the Disclosure Form to Report Lobbying.

St. Vincent de Paul certifies that no funds provide by this agreement shall be used or used by personnel employed in the activities funded under this agreement for political activities, lobbying, political patronage or nepotism.

St. Vincent de Paul further agrees that funds provided under this agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

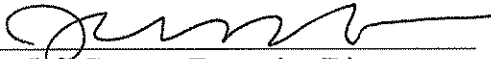
26. Anti Discrimination. St. Vincent de Paul shall not discriminate in the provision of its services, hiring practices or procurement on any of the following basis; Race, Color, National Origin, Family Status, Sex, Handicapping Condition, or Religion. St. Vincent de Paul agrees to comply with Idaho Code and with Title VI of the Civil Rights Act of 1964 as amended. Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, The Age discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Being in agreement and in witness thereof we set our signature to this contract.

CITY of Coeur d'Alene

Dated: _____ By: _____

Sandi Bloem, Mayor
City of Coeur d'Alene, Idaho

Dated: Feb. 1, 2010 By: 

Jeff Conroy, Executive Director
St. Vincent de Paul

Attachment A

Grant Agreement between CITY of Coeur d'Alene and St. Vincent de Paul

Scope of services

Under the 2009 Community Development Block Grant St. Vincent de Paul North Idaho will be providing a public service through a homeless family sheltering project. With this project St. Vincent de Paul will rent and furnish (within reason) an appropriate facility(s) which will provide shelter, along with necessary support services, to homeless families for the year of the CDBG program.

Summary of the project activities

St. Vincent de Paul North Idaho will rent and furnish (as necessary for service delivery) an appropriate facility(s) for the purpose of immediately re-housing two to four homeless families using the Rapid Re-housing/Housing First model. St. Vincent de Paul will, through existing partnerships with local landlords/property management firms, secure safe and appropriate units and place homeless families that meet HUD's LMI requirements into the units for the one-year period of the CDBG grant. Under these LMI eligibility standards, homeless families with incomes at 80% or below AMI will qualify; however, St. Vincent de Paul will target lower-income families with incomes of 50% or below AMI. St. Vincent will also employ a case manager part-time to provide these families with intensive weekly case management during their time in the program. With assistance from the case manager, families will draft a self-sufficiency plan, be connected to additional community resources, and work through their plan so they become self-sustaining. Should a family reach self-sufficiency in less time than the grant period allows, another qualifying homeless family may be housed.

Benefits:

The program will benefit homeless families who have incomes within HUD's LMI requirements, which is 80% or below Area Median Income (AMI). All program participants will meet HUD's LMI eligibility standards, with the target population being at 50% or below AMI. The National Objective for this project is Benefit to low-to-moderate income persons.

Schedule:

The Project shall commence upon execution of the Contract between St. Vincent de Paul North Idaho and the Coeur d'Alene, City Council and shall continue for twelve months. At the completion of the project a final report is due on the number of beneficiaries served and the value of time and materials contributed to the program. Monthly reports on progress and expenditures shall be submitted to PAC.

Attachment B
Project Budget

Grant Agreement between CITY of Coeur d'Alene and St. Vincent de Paul

Budget Item	CDBG Funds	Total Project Costs
Personnel		
Case Manager (20 hr week x \$15 hour)	\$15,600.00	\$15,600.00
Operating Costs		
Rent (2 units x \$700 x12 months)	\$16,800.00	\$16,800.00
Utilities (2 units x \$300 x 12 months)	\$7,200.00	\$7,200.00
Furnishings (2 units x \$2,500)	\$5,000.00	\$5,000.00
Total	\$44,600.00	\$44,600.00

St. Vincent de Paul will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment.

In the event project costs exceed these grant funds, St. Vincent de Paul shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$44,600.00 (forty four thousand six hundred dollars).



Association of Idaho Cities

3100 South Vista, Suite 310, Boise, Idaho 83705

Telephone (208) 344-8594

Fax (208) 344-8677

www.idahocities.org

January 26, 2010

Dear City Official,

I am writing to tell you of an opportunity before the State of Idaho. There is a new top gun in the world of jet fighters. It is the **F-35 Lightning II**, developed and built by Lockheed Martin for use by the Air Force, the Navy, and the Marine Corps. This is a super-sonic fighter with stealth characteristics that comes fully loaded with all the whiz-bang high-technology stuff you would expect, and some you've never even imagined. Stuff that was science fiction when the F-15's and F-16's were developed is on the F-35. Many of you know I am a pilot, and love anything to do with aviation, but I'm telling you about the F-35 from more than personal interest.

Mountain Home AFB and Gowen Field have made the short list of locations for major training and operations missions for this new fighter. If Idaho is named the home base for these missions, it would be a tremendous economic boost to the state, in the range of \$2 billion annually. It could create countless opportunities for businesses supporting these missions in the area. Everyone in Idaho would benefit from having these missions based in our state.

Governor Otter in his State of the State address called on cities, counties, businesses, and individuals to do their part in convincing the Air Force that Idaho is the ideal location to bed down these F-35's. One of the key factors considered in a decision of this sort is the level of community and citizen support.

To assist in this effort, I am asking all cities in the state to adopt a resolution to officially express support of making Idaho the home base for the F-35 missions. This is time critical, so please address this with your city councils as soon as possible. Send a copy of the resolution to Don Dietrich at the Idaho State Department of Commerce (P.O. Box 83720 Boise, ID 83720-0093).

Below is a sample resolution you may use for this purpose.

Mayor Tom Dale,
AIC President

Resolution _____

A RESOLUTION

TO THE SECRETARY OF THE AIR FORCE, THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES IN CONGRESS ASSEMBLED, AND TO THE CONGRESSIONAL DELEGATION REPRESENTING THE STATE OF IDAHO IN THE CONGRESS OF THE UNITED STATES.

WHEREAS, the U.S. Air Force has had a presence in Idaho for more than 56 years, with numerous facilities, including Mountain Home Air Force Base and Boise's Gowen Field; and

WHEREAS, the Secretary of the Air Force approved Joint Strike Fighter basing criteria for both training and for operational bases for the new F-35 mission; and

WHEREAS, Mountain Force Air Force Base was selected as a finalist as an operational base and Boise's Gowen Field was selected as a finalist as a training base; and

WHEREAS, Southern Idaho's climate is well-suited to these missions, with more than 321 flyable days per year, a key selection criteria; and

WHEREAS, Idaho's facilities provide ample and unhindered training airspace close to installations, which enables more training time and less fuel consumed; and

WHEREAS, Idaho's facilities are unencumbered by the encroachment of civilian land use, which lowers the environmental impact on surrounding communities; and

WHEREAS, Idaho facilities have the capacity to support at least three squadrons each, including runway space, ramp space, personnel housing, and maintenance and hangar bays necessary to accommodate these new missions; and

WHEREAS, the City of _____ is a patriotic community, and supports members of our community in the military, and would welcome the new F-35 mission.

NOW, THEREFORE, BE IT RESOLVED by the members of the City Council and the Mayor of the City of _____, Idaho, that we urge the U.S. Air Force to select Idaho for its F-35 missions.

RESOLUTION NO. 10-005

A RESOLUTION OF THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO TO THE SECRETARY OF THE AIR FORCE, THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES IN CONGRESS ASSEMBLED, AND TO THE CONGRESSIONAL DELEGATION REPRESENTING THE STATE OF IDAHO IN THE CONGRESS OF THE UNITED STATES.

WHEREAS, the U.S. Air Force has had a presence in Idaho for more than 56 years, with numerous facilities, including Mountain Home Air Force Base and Boise's Gowen Field; and

WHEREAS, the Secretary of the Air Force approved Joint Strike Fighter basing criteria for both training and for operational bases for the new F-35 mission; and

WHEREAS, Mountain Home Air Force Base was selected as a finalist as an operational base and Boise's Gowen Field was selected as a finalist as a training base; and

WHEREAS, Southern Idaho's climate is well-suited to these missions, with more than 321 flyable days per year, a key selection criteria; and

WHEREAS, Idaho's facilities provide ample and unhindered training airspace close to installations, which enables more training time and less fuel consumed; and

WHEREAS, Idaho's facilities are unencumbered by the encroachment of civilian land use, which lowers the environmental impact on surrounding communities; and

WHEREAS, Idaho facilities have the capacity to support at least three squadrons each, including runway space, ramp space, personnel housing, and maintenance and hangar bays necessary to accommodate these new missions; and

WHEREAS, the City of Coeur d'Alene is a patriotic community, and supports members of our community in the military, and would welcome the new F-35 mission.

NOW, THEREFORE, BE IT RESOLVED by the members of the City Council and the Mayor of the City of Coeur d' Alene, Idaho, that we urge the U.S. Air Force to select Idaho for its F-35 missions.

DATED this 16th day of February, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services 02/04/2010
Department Name / Employee Name / Date
Request made by: Amanda Doyon Nash 208-704-9901
Name / Phone
411 East Coeur d'Alene Ave #5 Coeur d'Alene ID 83814
Address

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

Niche(s): _____
Lot(s): 104, _____, _____, _____, _____, _____ Block: F Section: Riverview

Lot(s) are located in / / Forest Cemetery Forest Cemetery Annex (Riverview).
Copy of / / Deed or / / Certificate of Sale must be attached.
Person making request is / / Owner / / Executor* / / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.
Title transfer fee (\$ 4000) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

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 Centery Book of Deeds is listed as:
Amanda Doyon
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.
DE 2/4/2010
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: MCG 2/8/10
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.
Susan K. Weathers 2/9/10
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.

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

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

[Office Use Only] Amt Pd \$ 400.00
 Rec No 482107
 Date 02-08-2010
 Date to City Council: 2-16-2010
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Transfer of Grumpys to Walter Keith

Business Name	<i>Kelly's IRISH PUB</i>
Business Mailing Address	<i>726 4TH STREET</i>
City, State, Zip	<i>Coeur D'Alene</i>
Business Physical Address	<i>726 4TH STREET</i>
City, State, Zip	<i>Coeur d'Alene</i>
Business Contact	<i>Walter Keith</i>
License Applicant	<i>Walter Keith</i>
Business Telephone: <i>298-667-1717</i> Fax:	
If Corporation, partnership, LLC etc. List all members/officers	

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

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

(Office Use Only) Amt Pd 6.25
 Rec No 482336
 Date 2/29/2010
 Date to City Council: 2/16/2010
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Transfer of owner Zip Stop Government Way

Business Name	<i>Zip stop</i>	
Business Mailing Address	<i>3675 Govt Way</i>	
City, State, Zip	<i>Cda Id</i>	
Business Physical Address	<i>3675 Govt Way</i>	
City, State, Zip	<i>Cda Id 83815</i>	
Business Contact	Business Telephone :	Fax:
License Applicant	<i>REG Investments LLC</i>	
If Corporation, partnership, LLC etc. List all members/officers	<i>Kim Gittel</i>	

DATE: FEBRUARY 10, 2010
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: APRIL 6, 2010

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-1-10	Applicant: City of Coeur d'Alene Request: Commercial Design Guidelines	Recommended Approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **April 6, 2010.**

JS:ss

ANNOUNCEMENTS

Memo to Council

DATE: February 9, 2010

RE: Appointments to Boards/Commissions/Committees

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

JOSEPH KUNKA

CDA TV Committee

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director/CDA TV Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**February 8, 2010
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Woody McEvers
Council Member Deanna Goodlander

STAFF PRESENT

Gordon Dobler, Engineering Svcs Dir.
Amy Ferguson, Executive Assistant
Don Keil, Asst. WW Superintendent
Chris Bates, Project Manager
Jon Ingalls, Deputy City Administrator
Troy Tymesen, Finance Director

Item 1 Elimination of Bonding for Subdivision Improvements

Gordon Dobler, Engineering Services Director, presented a request for council approval of modifications to the subdivision ordinance which would eliminate the option of bonding for improvements prior to recordation of final plat and issuance of building permits. Mr. Dobler commented that his department had been going through the subdivision ordinance to update some sections that haven't been used in a long time. The current code allows for subdivision improvements to be bonded for before the final plat is recorded. It also says that up to 20% of building permits can be issued if the city official feels that the improvements can be completed in a timely manner. Mr. Dobler noted that the developers aren't bonding anymore for improvements because they can't get bonding from any banks and are building the improvements before they record their final plats. He further explained that up to about 5 or 6 years ago some of the developers exercised the bonding option but it caused a lot of problems, in that it allowed lot sales to third parties that have no control over when the improvements would be installed. The proposed change eliminates this loophole and requires the developer to build the improvements and record the final plat before the building permits can be issued.

Councilman Goodlander asked Mr. Dobler if he had requested and received any comments from builders regarding the proposed change. Mr. Dobler noted that he met with Kevin Schneidmiller and Tim Mueller and they both said that it is not a problem. He also said that the change would streamline the process a little bit. Mr. Dobler also confirmed that the modifications would be in the revisions that will be sent to the Planning Commission for public hearing and then on to the council to adopt as an ordinance. Councilman Goodlander said that she would still like a little more input from the developers as to how it is going to impact them with results being brought back to the Public Works Committee. Councilman Hassell suggested taking the proposal to the NIBCA (North Idaho Building Contractors Association), which meets prior to the next Public Works meeting.

Councilman McEvers questioned whether it was worthwhile to bring the matter back to the Public Works Committee since there would be a public hearing through the Planning Commission.

**MOTION by Councilman Goodlander, seconded by Councilman McEvers, to direct staff to obtain additional public input and report back to the Public Works Committee at their next meeting.
Motion carried.**

Item 2 Changes to Sewer Use Ordinance

Don Keil, Assistant Wastewater Superintendent, presented a request for council adoption of the latest revisions to the Sewer Use Ordinance - Chapter 13.20 of the municipal code. Mr. Keil noted that the changes are essentially housekeeping changes and are something that the pretreatment coordinator works out with the EPA to update the language to correlate with the discharge permits that the city issues. Mr. Keil also explained a little bit about sampling and the sewage that the WWTP can accept.

Councilman Goodlander noted a typo on page 43, 1st paragraph, dealing with publication in a newspaper, and requested that the correction be made.

MOTION by Goodlander, seconded by McEvers, to recommend Council adopt Council Bill No. 09-1023 containing revisions to the Sewer Use Ordinance – Chapter 13.20 of the Municipal, with the correction as noted above.

Councilman Hassell announced that the April 12th meeting of the Public Works Committee will not be televised, and that he will not be at the next meeting on February 22nd.

The meeting adjourned at 4:25 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: February 8, 2010
Subj: Changes to Sewer Use Ordinance

DECISION POINT: The council may decide to adopt the latest revisions to our sewer use ordinance – Chapter 13.20 of the municipal code.

HISTORY: As part of our discharge permit, we are required by the EPA to adopt and enforce a sewer use ordinance to protect both the treatment plant and the river. The EPA conducts annual audits of our industrial pretreatment program and reviews our ordinance for necessary changes they require.

John Dearth, our lab supervisor/pretreatment coordinator, has made the necessary changes to the ordinance to will comply with EPA requirements. The attached document has been reviewed and approved by legal.

FINANCIAL ANALYSIS: None

PERFORMANCE ANALYSIS: EPA requires periodic changes of our sewer use ordinance as a permit requirement. Failure to make these changes could be construed as a violation of our permit. After council approval the ordinance will be forwarded to EPA for their final review and approval.

DECISION POINT: The council may decide to adopt the latest revisions to our sewer use ordinance – Chapter 13.20 of the municipal code.

COUNCIL BILL NO 09-1023
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTER 13.20 AND ADOPTING A NEW CHAPTER 13.20, ENTITLED UNIFORM WASTEWATER REQUIREMENTS, TO REGULATE DISCHARGE INTO THE PUBLIC SEWER SYSTEM AND WASTEWATER TREATMENT PLANT BY ESTABLISHING DEFINITIONS AND OTHER ADMINISTRATIVE PROVISIONS, DISCHARGE LIMITS AND PROHIBITIONS, FACILITY LICENSING AND DISCHARGE PERMIT REQUIREMENTS, WASTEWATER SAMPLING AND REPORTING REQUIREMENTS, PRETREATMENT REQUIREMENTS, REQUIREMENTS FOR NOTIFICATION OF SPILLS, ENFORCEMENT PROCEDURES, PROVIDING THAT VIOLATIONS OF THE CHAPTER ARE MISDEMEANORS PUNISHABLE BY 180 DAYS IN JAIL OR A FINE OF \$1,000 OR BOTH; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the Public Works Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Chapter 13.20 is repealed.*

SECTION 2. *That a new Chapter 13.20, entitled Uniform Wastewater Requirements, is hereby added to the Coeur d'Alene Municipal Code as follows:*

CHAPTER 13.20

UNIFORM WASTEWATER REQUIREMENTS

I. GENERAL PROVISIONS

13.20.1.1: PURPOSE AND POLICY:

This Chapter sets forth uniform requirements for users of the publicly owned treatment works (POTW) for the City of Coeur d'Alene and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the general pretreatment regulations (40 CFR Part 403). The objectives of this Chapter are:

- A. To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW; and

- B. To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW; and
- C. To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations; and
- D. To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
- E. To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW.

This Chapter applies to all users of the POTW. This Chapter authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

13.20.1.2: ADMINISTRATION:

Except as otherwise provided, the Superintendent will administer, implement, and enforce the provisions of this Chapter. Any powers granted to or duties imposed upon the Superintendent may be delegated to other City personnel.

13.20.1.3: DEFINITIONS:

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Chapter, have the following meanings:

ACT or THE ACT: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

APPLICABLE PRE-TREATMENT STANDARDS: For any specified pollutant, City prohibitive standards, City specific pretreatment standards (local limits), State of Idaho pretreatment standards, or EPA's categorical pretreatment standards (when effective), whichever standard is appropriate or most stringent.

APPROVAL AUTHORITY: The EPA region 10 administrator is the approval authority.

AUTHORIZED REPRESENTATIVE OF THE USER:

A. If the user is a corporation:

- 1. The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

B. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively;

C. If the user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

D. The individuals described in paragraphs A through C above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

BEST MANAGEMENT PRACTICES (BMP's): Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in § 403.5(a) (1) and (b). BMP also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

BIOCHEMICAL OXYGEN DEMAND (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at twenty degrees (20°) centigrade, usually expressed as a concentration milligrams per liter (mg/l).

CATEGORICAL PRE-TREATMENT STANDARD OR CATEGORICAL STANDARD: Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. 1317) which apply to a specific category of users and which appear in 40 CFR chapter I, subchapter N, parts 405-471.

CATEGORICAL USER: A user covered by one of EPA's categorical pretreatment standards.

CITY: The City of Coeur d'Alene.

COLOR: The optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero optical density.

COMPOSITE SAMPLE: The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

CONTROL AUTHORITY: (1) the POTW if the POTW's Pretreatment Program Submission has been approved in accordance with the requirements of section 403.11; or (2) the Approval Authority if the Submission has not been approved.

COOLING WATER/NONCONTACT COOLING WATER: Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Cooling water can be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

DOMESTIC USER (RESIDENTIAL USER): Any person who contributes, causes, or allows the contribution of wastewater into the City POTW that is of a similar volume and/or chemical make-up as that of a residential dwelling unit. Dischargers from a residential dwelling unit typically include up to one hundred (100) gallons per capita per day, two-tenths ($\frac{2}{10}$) pounds of BOD per capita, and seventeen one-hundredths (0.17) pounds of TSS per capita.

ENVIRONMENTAL PROTECTION AGENCY (EPA): The U.S. Environmental Protection Agency or, where appropriate, the Director of the Region 10 Office of Water, or other duly authorized official of said agency.

EXISTING SOURCE: A categorical industrial user, the construction or operation of whose facility commenced prior to the publication by EPA of proposed categorical pretreatment standards, which would be applicable to such source if and when the standard is thereafter promulgated in accordance with section 307 of the Act.

EXISTING USER: Any non-categorical user which was discharging wastewater prior to the effective date of this ordinance.

GRAB SAMPLE: A sample which is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and without consideration of time.

GOOD FAITH: The user's "good faith" in correcting its non-compliance is a factor in determining which enforcement response to invoke. "Good faith" may be defined as the user's honest intention to remedy its non-compliance coupled with actions which give support to this intention. Generally, a user's demonstrated willingness to comply should predispose the City to select less stringent enforcement responses. However, good faith does not eliminate the necessity of an enforcement action. For example, if the POTW experiences a treatment upset, it should recover its costs regardless of prior good faith. Good faith is typically demonstrated by cooperation and completion of corrective measures in a timely manner (although compliance with previous enforcement orders is not necessarily good faith).

INDIRECT DISCHARGE or DISCHARGE: The introduction of pollutants into the POTW from any nondomestic source regulated under section 307(b), (c), or (d) of the Act. The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.

INSTANTANEOUS LIMIT OR INSTANTANEOUS MAXIMUM LIMIT: The maximum allowable concentration of a pollutant determined from the analysis of any discrete or composite sample collected, independent of the flow rate and the duration of the sampling event.

INTERFERENCE: A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal or is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent State or local regulations): section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act.

MAXIMUM ALLOWABLE DISCHARGE LIMIT: The maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

MEDICAL WASTES: Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

NEW SOURCE: A. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

1. The building, structure, facility, or installation is constructed at a site at which no other source is located;
2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

B. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsections A1 or A3 hereof but otherwise alters, replaces, or adds to existing process or production equipment.

C. Construction of a new source as defined under this definition has commenced if the owner or operator has:

1. Begun, or caused to begin as part of a continuous on-site construction program
 - a. Any placement, assembly, or installation of facilities or equipment; or
 - b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

NEW USER: A “new user” is a user that is not regulated under federal categorical pretreatment standards but that applies to the City for a new building permit or occupies an existing building and plans to commence discharge of wastewater to the City’s collection system after the effective date of this ordinance. Any person that buys an existing facility that is discharging nondomestic wastewater will be considered an "existing user" if no significant changes are made in the manufacturing operation.

pH: A measure of the acidity or alkalinity of a substance, expressed in standard units.

PASS THROUGH: A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation).

PERMITTEE: A person or user issued a wastewater discharge permit.

PERSON: Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, or local governmental entities.

POLLUTANT: Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, or odor.

PRETREATMENT: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of)

introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard).

PRETREATMENT REQUIREMENTS: Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

PRETREATMENT STANDARDS or STANDARDS: Prohibited discharge standards, categorical pretreatment standards, and local limits established by the City/POTW.

PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGES: Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 13.20.2.1 of this Chapter.

PUBLICLY OWNED TREATMENT WORKS (POTW): A "treatment works," as defined by the Act (33 U.S.C. 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The term also means the City.

SEPTIC TANK WASTE: Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

SEWAGE: Human excrement and gray water (household showers, dishwashing operations, etc.)

SEWER: Any pipe, conduit ditch, or other device used to collect and transport sewage from the generating source.

SHALL, MAY: "Shall" is mandatory, "may" is permissive.

SIGNIFICANT INDUSTRIAL USER (SIU): A. A user subject to categorical pretreatment standards; or

B. A user that:

1. Discharges an average of twenty five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
2. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
3. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

C. Upon a finding that a user meeting the criteria in subsection B2 of this Section has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user and in accordance with procedures in 40 CFR 403.8(f)(6) determine that such user should not be considered a significant industrial user.

SLUG LOAD: Any discharge at a flow rate or concentration which could cause a violation of the discharge standards in Section 13.20.2.1 of this Chapter or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE: A classification pursuant to the Standard Industrial Classification Manual issued by the United States office of management and budget.

STORM WATER: Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snow melt.

SUPERINTENDENT: The person designated by the City to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Chapter, or a duly authorized representative.

TOTAL SUSPENDED SOLIDS: The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

TOXIC POLLUTANT: One of one hundred twenty six (126) pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by EPA under Section 307 (33 U.S.C. 1317) of the Act.

TREATMENT PLANT EFFLUENT: The discharge from the POTW into waters of the United States.

USER or INDUSTRIAL USER: A source of indirect discharge. The source shall not include "domestic user" as defined herein.

WASTEWATER: Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER DISCHARGE PERMIT (INDUSTRIAL WASTEWATER DISCHARGE PERMIT, DISCHARGE PERMIT): An authorization or equivalent control document issued by the City to users discharging wastewater to the POTW. The permit may contain appropriate pretreatment standards and requirements as set forth in this Chapter.

WASTEWATER TREATMENT PLANT: "Treatment plant" means that portion of the POTW which is designed to provide treatment of Municipal sewage and industrial waste.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

13.20.1.4: ABBREVIATIONS:

The following abbreviations shall have the designated meanings:

ASPP - Accidental spill prevention plan
BMP – Best Management Practice
BMR – Baseline Monitoring Report
BOD - Biochemical oxygen demand
CFR - Code of Federal regulations
CIU – Categorical Industrial User
COD - Chemical oxygen demand
EPA - U.S. Environmental Protection Agency
gpd - gallons per day
IU – Industrial User
IWA – Industrial Waste Acceptance
l - liter
LEL – Lower Explosive Limit
mg - milligrams
mg/l - milligrams per liter
NPDES - National pollutant discharge elimination system
O&M - Operation and maintenance
POTW - Publicly owned treatment works
RCRA - Resource conservation and recovery act
SIC - Standard industrial classifications
SIU – Significant Industrial User
SNC – Significant Non-compliance
SWDA - Solid waste disposal act (42 USC 6901 et seq.)
TSS - Total suspended solids
USC - United States Code

II. GENERAL REQUIREMENTS

13.20.2.1: PROHIBITED DISCHARGE STANDARDS:

A. General Prohibitions: No user may introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

B. Specific Prohibitions: No user may introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (140°F) (60°C) using the test methods specified in 40 CFR 261.21; or
2. Wastewater having a pH less than six (6) or more than twelve (12), or otherwise causing corrosive structural damage to the POTW or equipment; or
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case solids greater than one-half inch ($\frac{1}{2}$ "); or
4. Pollutants, including oxygen demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW; or
5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104°F) (40°C) unless the approval authority, upon the request of the POTW, approves alternate temperature limits; or
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through; or
7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems; or
8. Trucked or hauled pollutants, except at discharge points designated by the city in accordance with section 13.20.2.12 of this chapter; or
9. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair; or
10. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the city's NPDES permit. Color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent (10%) from the seasonably established norm for aquatic life; or
11. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Superintendent in compliance with applicable state or federal regulations; or

12. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate greater than twenty (20) gallons per day, deionized water, noncontact cooling water greater than twenty (20) gallons per day, and unpolluted wastewater, unless specifically authorized by the Superintendent; or
13. Sludges, screenings, or other residues from the pretreatment of industrial wastes; or
14. Medical wastes, except as specifically authorized by the Superintendent; or
15. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test; or
16. Detergents, surface active agents, or other substances which may cause excessive foaming in the POTW; or
17. Any liquid, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on an explosion meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter; or
18. Grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes; or
19. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits; or
20. Any wastewater, which in the opinion of the Superintendent can cause harm either to the sewers, sewage treatment process, or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance, unless allowed under special agreement by the Superintendent (except that no special waiver shall be given from categorical pretreatment standards); or
21. Wastewater containing substances not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such a degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharges to the receiving waters; or
22. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septage, or other wastewater unless said person has first obtained testing and approval as may be generally required by the city and paid all fees assessed for the privilege of said discharge; or

- 23. Persistent pesticides and/or pesticides regulated by the federal insecticide fungicide rodenticide act (FIFRA).
- 24. Any hazardous wastes as defined in rules published by the State of Idaho or in 40 CFR Part 261.

Pollutants, substances, or wastewater prohibited by this section may not be processed or stored in a manner that they could be discharged to the POTW.

13.20.2.2: FEDERAL CATEGORICAL PRETREATMENT STANDARDS:

The national categorical pretreatment standards found at 40 CFR chapter I, subchapter N, parts 405-471 are hereby incorporated and are enforceable under this code.

13.20.2.3: STATE REQUIREMENTS:

State requirements and limitations on discharges to the POTW must be met by all users who are subject to those standards in any instance where they are more stringent than federal requirements and limitations, or those in this chapter or any other ordinance.

13.20.2.4: LOCAL LIMITS:

- A. The Superintendent is authorized to establish Local Limits by 40 CFR 403.5(c).
- B. The following pollutant limits are established to protect against pass through and interference. No person may discharge wastewater containing in excess of the following daily maximum allowable discharge limits:

0.10	mg/l arsenic
0.15	mg/l cadmium
2.55	mg/l chromium
0.89	mg/l copper
0.39	mg/l cyanide
0.99	mg/l lead
0.03	mg/l mercury
1.13	mg/l nickel
150.0	mg/l oil and grease (petroleum, animal and vegetable based) or obstruction of the City sanitary line.
0.47	mg/l selenium
0.43	mg/l silver
1.10	mg/l zinc
6.0	s.u. PH minimum
12.0	s.u. PH maximum

The above limits apply at the point the wastewater is discharged to the POTW (end of pipe) after pretreatment and/or prior to mixing with dilution flows. All concentrations for metallic substances are for “total” metal unless indicated otherwise. The Superintendent may impose mass limitations in addition to (or in place of) the concentration-based limitations above. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit of applicable pretreatment standard shall apply.

C. Best Management Practices (BMPs) may be developed by ordinance or in individual wastewater discharge permits or general permits, to implement Local Limits and the requirement of Section 13.20.2.1.

13.20.2.5: CITY'S RIGHT OF REVISION:

The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

13.20.2.6: SPECIAL AGREEMENT:

The City reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance with a categorical pretreatment standard or Federal pretreatment requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. They may also request a variance from the categorical pretreatment standard from the approval authority in accordance with 40 CFR §403.13.

13.20.2.7: DILUTION:

Users cannot increase the use of process water, or in any way attempt to dilute a discharge, as a substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The Superintendent may impose mass limitations on users who are using dilution to meet applicable pretreatment requirements, or in other cases when the imposition of mass limitations is appropriate.

13.20.2.8: PRETREATMENT FACILITIES:

Users must provide necessary wastewater treatment required to comply with this Chapter and must achieve compliance with all applicable pretreatment standards and requirements set out in this Chapter within the time limitations specified by the EPA, the State, or the Superintendent, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the City will be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures must be submitted to the City for review and approval before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an acceptable discharge to the City under the provisions of this Chapter.

13.20.2.9: DEADLINE FOR COMPLIANCE WITH APPLICABLE PRETREATMENT REQUIREMENTS:

Compliance by existing users (categorical users) covered by categorical pretreatment standards must be achieved within three (3) years of the date the standard is effective unless a shorter compliance time is specified in the appropriate standard. The City will establish a final compliance deadline date for any existing user not covered by categorical pretreatment standards or for any categorical user when the local limits for the user are more restrictive than EPA's categorical pretreatment standards.

New source dischargers and new users are required to comply with applicable pretreatment standards within the shortest feasible time (not to exceed 90 days from the beginning of discharge). New sources and new users must install and have in operating condition, and must start-up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge.

Any wastewater discharge permit issued to a categorical user will not contain a compliance date beyond any deadline date established in EPA's categorical pretreatment standards. Any other existing user or a categorical user that must comply with a more stringent local limit, which is in noncompliance with any local limits will be provided with a compliance schedule placed in an industrial wastewater permit to ensure compliance within the shortest time feasible.

13.20.2.10: ADDITIONAL PRETREATMENT MEASURES:

- A. Whenever deemed necessary, the Superintendent may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this Chapter.
- B. Each person discharging into the POTW may be required to install and maintain, on his property and at his expense, a suitable storage and flow-control facility to insure equalization of flow over a twenty four (24) hour period. The facility must have a capacity for a City designated percent of the daily discharge volume and must be equipped with alarms and a rate of discharge controller, the regulation of which will be directed by the Superintendent. A wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors must be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors will not be required for residential users. All interception units must be of type and capacity approved by the Superintendent and must be located to be easily accessible for cleaning and inspection. Such interceptors must be inspected, cleaned, and repaired regularly, as needed, by the user at his expense.

1. A grease interceptor or a grease trap is not considered to be properly maintained if for any reason it is not in good working condition with all internal required plumbing of proper design and length in place, or if the operational fluid capacity has been reduced by more than twenty-five (25) percent by the accumulation of floating and settled solids, oils, and greases. The owner of any premises required to install a grease interceptor; the lessee and sub lessee, if any, and any proprietor, operator, or Superintendent of such facility are individually and severally liable for any failure of proper maintenance of such grease interceptor.

If the grease interceptor is not maintained adequately under the conditions of use, the grease interceptor must be resized and the user must install one which is effective in accomplishing the intended purpose.

When a grease interceptor/trap is cleaned, the sidewalls must be scraped and hosed down, while all the solids and liquids contained are removed. All wastes removed from any grease interceptor/trap must be legally disposed of other than to the sewer. The City of Coeur d'Alene specifically prohibits the following grease interceptor/trap practices:

- (a) Pumping to remove only accumulated sediments or floating materials;
- (b) Pumping operations which specifically separate floating or sediment interceptor solid wastes from wastewater and then return or decant the separated wastewater back into the grease interceptor/trap;
- (c) Transporting any hauled pollutants from another location for discharge into a grease interceptor/trap.

Use of grease trap/interceptor treatment products, including bacteria, designed to digest the grease, is specifically prohibited.

- D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

13.20.2.11: ACCIDENTAL SPILL PREVENTION PLAN (ASPP)/SLUG CONTROL PLANS:

The Superintendent may require any user to develop and implement an accidental spill prevention plan (ASPP) or slug control plan. Where deemed necessary by the City, facilities to prevent accidental discharge or slug discharges of pollutants must be provided and maintained at the user's cost and expense. An accidental spill prevention plan/slug control plan showing facilities and operating procedures to provide this protection must be submitted to the City for review and approval before implementation. The City will determine which user is required to develop a plan and require the plan be submitted within ninety (90) days after notification by the

City. Each user must implement its ASPP/slugging control plan as submitted or as modified after such plan has been reviewed and approved by the City. Review and approval of such plans and operating procedures by the City does not relieve the user from the responsibility to modify its facility as necessary to meet the requirements of this Section.

- A. Any user required to develop and implement an accidental spill prevention plan (ASPP)/ slugging control plan must submit a plan which addresses, at a minimum, the following:
1. Description of discharge practices, including non-routine batch discharges; and
 2. Description of stored chemicals; and
 3. Procedures for immediately notifying the POTW of any accidental or slugging discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharge standards in Section 13.20.2.1 of this Chapter; and
 4. Procedures to prevent adverse impact from any accidental or slugging discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.
- B. Users must notify the City wastewater treatment plant immediately upon the occurrence of a "slugging" or "accidental discharge" of substances prohibited by this Chapter. The notification must include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected user will be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the City on account thereof under State or Federal law.
- C. Within five (5) days following an accidental discharge/slugging discharge, the user must submit to the Superintendent a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification does not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor will such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Chapter or other applicable law.
- D. Within 30 days of a slugging discharge, the user must resample its discharge and demonstrate that the user is in compliance with its discharge limitations.
- E. Signs must be permanently posted in conspicuous places on the user's premises advising employees whom to call in the event of a slugging or accidental discharge. Employers must instruct all employees who may cause or discover such a discharge with respect to emergency notification procedures.

13.20.2.12: SEPTIC TANK WASTES:

- A. Septic tank waste generated in City limits may be introduced into the POTW only at a designated receiving structure within the treatment plant area, and at such times as are established by the Superintendent. Such wastes cannot violate this Section of this Chapter or any other requirements established or adopted by the City. Wastewater discharge permits for individual vehicles to use such facilities will be issued by the Superintendent.
- B. Septage haulers may only discharge loads at locations specifically designated by the Superintendent. No load may be discharged without prior consent of the Superintendent. The Superintendent may collect samples of each hauled load to ensure compliance with applicable standards. The Superintendent may require the hauler to provide a waste analysis of any load prior to discharge.
- C. Septage haulers must provide a waste-tracking form for every load. This form must include, at a minimum, the name and address of the waste hauler, permit number, truck identification, sources of waste, and volume and characteristics of waste.
- D. Fees for dumping hauled wastes will be established as part of the user fee system as authorized in Section 13.20.13.1 of this Chapter.

III. WASTEWATER DISCHARGE PERMIT REQUIREMENTS

13.20.3.0: WASTEWATER DISCHARGE PERMIT REQUIREMENTS:

No significant industrial user can discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Superintendent. Any violation of the terms and conditions of a wastewater discharge permit is deemed a violation of this Chapter and subjects the wastewater discharge permittee to the sanctions set out in this Chapter. Obtaining a wastewater discharge permit does not relieve a permittee of his obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

The Superintendent may require other users, including liquid waste haulers, to obtain wastewater discharge permits (as necessary) to carry out the purposes of this Chapter.

13.20.3.1: WASTEWATER DISCHARGE PERMITTING; EXISTING SIU:

Any SIU that was discharging wastewater into the POTW prior to the effective date of this Chapter and that wishes to continue such discharges in the future must, within sixty (60) days after notification by the Superintendent, submit a permit application to the City in accordance with Section 13.20.3.4 of this Chapter, and may not cause or allow discharges to the POTW to continue after sixty (60) days of the effective date of this Chapter except in accordance with a wastewater discharge permit issued by the Superintendent.

13.20.3.2: WASTEWATER DISCHARGE PERMITTING; NEW SOURCE AND NEW USER:

At least ninety (90) days prior to the anticipated start-up, new sources, sources that become industrial users subsequent to the promulgation of an applicable categorical pretreatment standard, and new users considered by the City to fit the definition of SIU, must apply for a wastewater discharge permit and will be required to submit to the City at least the information listed in subsections A through E of Section 13.20.3.4. A new source or a new user cannot discharge without first receiving a wastewater discharge permit from the City. New sources and new users are also required to include in their application information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources and new users shall give estimates of the information requested in subsections D and E of Section 13.20.3.4.

13.20.3.3: WASTEWATER DISCHARGE PERMITTING; EXTRA JURISDICTIONAL USERS:

Any existing user located beyond the City limits required to obtain a wastewater discharge permit must submit a wastewater discharge permit application as outlined in Section 13.20.3.1. New source and new users located beyond the City limits required to obtain a wastewater discharge permit must comply with Section 13.20.3.2.

13.20.3.4: WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS:

All users required to obtain a wastewater discharge permit must submit, at a minimum, the following information. The Superintendent will approve a form to be used as a permit application. Categorical users submitting the following information have complied with 40 CFR 403.12 (b).

- A. Identifying Information: The user must submit the name and address of the facility including the name of the operator and owners; and
- B. Permits: The user must submit a list of any environmental control permits held by or for the facility; and
- C. Description of Operations: The user must submit a brief description of the nature, average rate of production, and standard industrial classification of the operation(s) carried out by the industrial user, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW; number and type of employees, hours of operation; each product produced by type, amount, process or processes, and rate of production; type and amount of raw materials processed (average and maximum per day) and the time and duration of discharges. This description should also include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes. Disclosure of site plans, floor plans, mechanical

and plumbing plans and details to show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation; and

D. Flow Measurement:

1. Categorical User: The user must submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:
 - a. Regulated or manufacturing process streams; and
 - b. Other streams as necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e).
2. Non-categorical User: The user must submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:
 - a. Total process flow, wastewater treatment plant flow, total plant flow or individual manufacturing process flow as required by the Superintendent.

The City may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

E. Measurements of Pollutants.

1. Categorical User:
 - a. The user must identify the applicable pretreatment standards for each regulated or manufacturing process.
 - b. In addition, the user must submit the results of sampling and analysis identifying the nature and concentration (or mass) where required by the categorical pretreatment standard or as required by the City of regulated pollutants (including standards contained in Sections 13.20.2.1 through 13.20.2.4, as appropriate) in the discharge from each regulated or manufacturing process. Both daily maximum and average concentration (or mass, where required) must be reported. The sample must be representative of daily operations and conform to sampling and analytical procedures outlined in subchapter V.
 - c. The user must take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection E.
 - d. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) for a categorical user covered by a categorical pretreatment standard this adjusted limit along with supporting data must be submitted as part of the application.

2. Non-categorical User:

- a. The user must identify the applicable pretreatment standards for its wastewater discharge.
 - b. In addition, the user must submit the results of sampling and analysis identifying the nature and concentration (or mass where required by the City) of regulated pollutants contained in Sections 13.20.2.1 through 13.20.2.4, as appropriate in the discharge. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample must be representative of daily operations and conform to sampling and analytical procedures outlined in subchapter V.
 - c. The user must take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection E.
 - d. Where the Superintendent developed alternate concentration or mass limits because of dilution, this adjusted limit along with supporting data must be submitted as part of the application.
- F. Certification: A statement, reviewed by an authorized representative of the user and certified by a qualified professional as outlined in Section 13.20.3.5, indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O and M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements; and
- G. Compliance Schedule: If additional pretreatment and/or O and M will be required to meet the applicable pretreatment standards; the shortest schedule by which the user will provide such additional pretreatment and/or O and M. The user's schedule must conform with the requirements of Section 13.20.4.3. The completion date in this schedule will not be later than the compliance date established pursuant to Section 13.20.2.9 of this Chapter.
1. Where the user's categorical pretreatment standard has been modified by a removal allowance (40 CFR 403.7), the combined wastestream formula (40 CFR 403.6(e)), and/or a fundamentally different factors variance (40 CFR 403.13) at the time the user submits the report required by this subsection G, the information required by subsections F and G of this Section will pertain to the modified limits.
 2. If the categorical pretreatment standard is modified by a removal allowance (40 CFR 403.7), the combined wastestream formula (40 CFR 403.6(e)), and/or a fundamentally different factors variance (40 CFR 403.13) after the user submits the report required by subsections F and G of this Section must be submitted by the user within sixty (60) days after the modified limit is approved; and
- H. The user must submit any other information deemed necessary by the Superintendent to evaluate the wastewater discharge permit application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

13.20.3.5: SIGNATORY AND CERTIFICATION REQUIREMENT:

All wastewater discharge permit applications and user reports must be signed by a responsible officer or manager, or sole proprietor or general partner as applicable, or duly authorized representative.

For the purpose of this section, a responsible officer or manager means:

1. a president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy-or decision-making functions for the corporation, or
2. the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. This authorization must be made in writing by the principal executive officer or ranking elected official and submitted to the Approval Authority prior to or together with the report being submitted of the user and contain the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

- A. A duly authorized representative is an individual designated by the responsible officer, manager, sole proprietor or general partner in writing. The written authorization must be submitted to the City and also specifies either an individual or a position having the responsibility of the overall operation of the facility from which the Industrial Discharge originates, such as the position of plant manager, operator of a well, or well field Superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company. If an authorization in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental

authorized representative. ection
ports to be signed by an

13.20.3.6: WASTEWATER DISCHARGE PERMIT DECISIONS:

The Superintendent will evaluate the data furnished by the user and may require additional information. Within sixty (60) of receipt of a complete wastewater discharge permit application, the Superintendent will determine whether or not to issue a wastewater discharge permit. Upon a determination to issue, the permit will be issued within thirty (30) days of full evaluation and acceptance of the data furnished. The Superintendent may deny any application for a wastewater discharge permit.

13.20.3.7: WASTEWATER DISCHARGE PERMIT CONTENTS:

Wastewater discharge permits will include such conditions as are reasonably deemed necessary by the Superintendent to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Wastewater discharge permits will contain the following conditions:

1. A statement that indicates wastewater discharge permit duration, which in no event will exceed five (5) years; and
2. A statement that the wastewater discharge permit is nontransferable without prior notification to and approval by the City, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit; and
3. Applicable pretreatment standards and requirements, including any special State requirements; and
4. Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements. These requirements will include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law; and
5. Requirement for immediate notification to the City where self-monitoring results indicate noncompliance; and
6. Requirement to report a by-pass or upset of a pretreatment facility; and
7. Requirement to report immediately to the City all discharges, including slug loadings, that could cause problems to the POTW

8. Requirement to notify the City in writing within five (5) days of a slug discharge;
 9. Requirement for the SIU who reports non-compliance to repeat the sampling and analysis and submit results to the City within thirty (30) days after becoming aware of the violation;
 10. A statement of applicable civil, criminal and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule;
 11. Requirements to control Slug discharges, if determined by the POTW to be necessary.
- B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:
1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
 3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;
 4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
 6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;
 7. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit;
 8. Any special agreements the Superintendent chooses to continue or develop between the City and user; and
 9. Other conditions as deemed appropriate by the Superintendent to ensure compliance with this Chapter, and State and Federal laws, rules, and regulations.

13.20.3.8: WASTEWATER DISCHARGE PERMIT APPEALS:

Any person, including the user, may petition the City to reconsider the terms of a wastewater discharge permit within ten (10) days of its issuance.

- A. Failure to submit a timely petition for review is deemed to be a waiver of the administrative appeal.
- B. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
- C. The effectiveness of the wastewater discharge permit is not stayed pending the appeal.
- D. If the City fails to act within thirty (30) days, a request for reconsideration is deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit, will be considered final administrative actions for purposes of judicial review.
- E. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the District Court of the First Judicial District in and for the County of Kootenai.

13.20.3.9: WASTEWATER DISCHARGE PERMIT DURATION:

Wastewater discharge permits will be issued for a specified time period, not to exceed five (5) years. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Superintendent. Each wastewater discharge permit will indicate a specific date upon which it will expire.

13.20.3.10: WASTEWATER DISCHARGE PERMIT MODIFICATION:

The Superintendent may modify the wastewater discharge permit for good cause including, but not limited to, the following:

- A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;
- B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

- D. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
- E. Violation of any terms or conditions of the wastewater discharge permit;
- F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- H. To correct typographical or other errors in the wastewater discharge permit; or
- I. To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

13.20.3.11: WASTEWATER DISCHARGE PERMIT TRANSFER:

Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least thirty (30) days' advance notice to the Superintendent and the Superintendent approves the wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner and/or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes; and
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

Provided that the notice required above occurred and that there were no significant changes to the manufacturing, operation or wastewater discharge, the new owner will be considered an existing user and will be covered by the existing limits and requirements in the previous owner's permit.

13.20.3.12: WASTEWATER DISCHARGE PERMIT REVOCATION:

Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

- A. Failure to notify the City of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to the City of changed conditions;

- C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. Falsifying self-monitoring reports;
- E. Tampering with monitoring equipment;
- F. Refusing to allow the City timely access to the facility premises and records;
- G. Failure to meet discharge limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of a permitted facility; or
- M. If the City has to invoke its emergency provision as cited in Section 13.20.9.7 of this Chapter.
- N. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this Chapter.

Wastewater discharge permits are voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

13.20.3.13: WASTEWATER DISCHARGE PERMIT REISSUANCE:

A user, required to have a wastewater discharge permit, must apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application, in accordance with Section 13.20.3.4 of this Chapter, a minimum of ninety (90) days prior to the expiration of the user's existing wastewater discharge permit. A user, whose existing wastewater discharge permit has expired and has submitted its re-application in the time period specified herein, will be deemed to have an effective wastewater discharge permit until the City issues the new wastewater discharge permit. A user, whose existing wastewater discharge permit has expired and who failed to submit its re-application in the time period specified herein, will be deemed to be discharging without a wastewater discharge permit.

IV. REPORTING REQUIREMENTS

13.20.4.1: FINAL COMPLIANCE REPORT (INITIAL COMPLIANCE REPORT):

- A. Within ninety (90) days following the date for final compliance by the significant industrial user with applicable pretreatment standards and requirements set forth in this Chapter, in a federal categorical standards, or in a wastewater discharge permit, or, in the case of a new source or a new user considered by the City to fit the definition of SIU, within ninety (90) days following commencement of the introduction of wastewater into the POTW, the affected user must submit to the City a report containing the information outlined in Paragraph (D)-(F) of Section 13.20.3.4.
- B. For users subject to equivalent mass or concentration limits established by the City in accordance with procedures established in 40 CFR 403.6 (c), this report must contain a reasonable measure of the user's long term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report must include the users actual production during the appropriate sampling period.

13.20.4.2: PERIODIC COMPLIANCE REPORT:

- A. All significant industrial users that are required to have an industrial waste discharge permit and perform self-monitoring must comply with all applicable requirements under 40 CFR 403.12 and submit to the City during the months of June and December, unless required on other dates or more frequently by the City, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring will be prescribed within the industrial waste discharge permit. At a minimum, users must sample their discharge at least twice per year. (In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Superintendent or the Pretreatment Standard necessary to determine the compliance status of the User.) All required reports must be submitted to the city within thirty (30) days of the end date of the reporting time frame and must be representative of the entire reporting time frame.
- B. The report must include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations, and must also include any additional information required by this Chapter or the wastewater discharge permit. Production data will be reported if required by the wastewater discharge permit. Both daily maximum and average concentration (or mass, where required) must be reported. If a user sampled more frequently than what was required by the City or by this Chapter, it must submit all results of sampling and analysis of the discharge during the reporting period.

- C. Any user subject to equivalent mass or concentration limits established by the City or by unit production limits specified in the applicable categorical standards, must report production data as outlined in subsection 13.20.4.1B.
- D. If the City calculated limits to factor out dilution flows or non-regulated flows, the discharger will be responsible for providing flows from the regulated process flows, dilution flows and non-regulated flows.
- E. Flows will be reported on the basis of actual measurement; provided, however, that the City may accept reports of average and maximum flows estimated by verifiable techniques if the City determines that an actual measurement is not feasible.
- F. Sampling must be representative of the user's daily operations and must be taken in accordance with the requirements specified in Section 13.20.5.1. Wastewater monitoring and flow measurement facilities must be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order will not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- G. The City may require reporting by users that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent or determine any other factor which is related to the operation and maintenance of the sewer system.
- H. The City may require self-monitoring by the user or, if requested by the discharger, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this Section. If the City agrees to perform such periodic compliance monitoring, it may charge the user for such monitoring, based upon the costs incurred by the City for the sampling and analyses. The City is under no obligation to perform periodic compliance monitoring for a user.
- I. All periodic Compliance reports must be signed and certified in accordance with section 13.20.3.5 of this ordinance.

13.20.4.3: COMPLIANCE SCHEDULES FOR MEETING APPLICABLE PRETREATMENT STANDARDS:

- A. The schedule will contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- B. No increment referred to in subsection A of this Section may exceed nine (9) months.

- C. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the user must submit a progress report to the City including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return the construction to the schedule established. In no event will more than nine (9) months elapse between such progress reports.
- D. It is the user's responsibility to come into compliance as soon as possible. The user's "good faith" in correcting non-compliance is a factor in determining enforcement response(s).

13.20.4.4: NOTIFICATION OF SIGNIFICANT PRODUCTION CHANGES:

Any user operating under any wastewater discharge permit incorporating equivalent mass or concentration limits must notify the City within two (2) business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit.

13.20.4.5: HAZARDOUS WASTE NOTIFICATION:

Existing users that are discharging fifteen (15) kilograms of hazardous wastes as defined in 40 CFR 261 (listed or characteristic wastes) in a calendar month or any facility discharging any amount of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e) are required to provide a one time notification in writing to the City, EPA regional waste management division director, Coeur d'Alene division of environment. Any existing user exempt from this notification, must comply with the requirements contained herein within thirty (30) days of becoming aware of a discharge of fifteen kilograms of hazardous wastes in a calendar month or the discharge of acutely hazardous wastes to the City sewer system.

Such notification must include:

- A. The name of the hazardous waste as set forth in 40 CFR Part 261;
- B. The EPA hazardous waste number; and
- C. The type of discharge (continuous, batch, or other).
- D. If an industrial user discharges more than one hundred (100) kilograms of such waste per calendar month to the sewer system, the notification must also contain the following information to the extent it is known or readily available to the industrial user:
 - 1. An identification of the hazardous constituents contained in the wastes;
 - 2. An estimation of the mass and concentration of such constituents in the wastestreams discharged during that calendar month; and

3. An estimation of the mass of constituents in the wastestreams expected to be discharged during the following twelve (12) months.

These notification requirements do not apply to pollutants already reported under the self-monitoring requirements.

Whenever the EPA publishes final rules identifying additional hazardous wastes or new characteristics of hazardous waste, a user must notify the City of the discharge of such a substance within ninety (90) days of the effective date of such regulations.

In the case of any notification made under this subsection, an industrial user must certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

13.20.4.6: NOTICE OF POTENTIAL PROBLEMS, INCLUDING ACCIDENTAL SPILLS, SLUG LOADINGS:

All users must notify the City immediately of all discharges that could cause problems to the POTW, including any slug loadings, as defined in Section 13.20.1.3. The notification must include the concentration and volume and corrective action. Steps being taken to reduce any adverse impact should also be noted during the notification. Any user who discharges a "slug" (or slugs) of prohibited materials shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the City under State or Federal law.

13.20.4.7: NONCOMPLIANCE REPORTING:

If sampling performed by a user indicates a violation, the user must notify the City within twenty four (24) hours of becoming aware of the violation. The user must within five (5) days of the violation submit to the City in writing, a detailed report that provides the circumstances of the violation, corrective preventative action taken, and future actions to prevent reoccurrence of the violation. The user must also repeat the sampling within five (5) days and submit the results of the repeat analysis to the City within thirty (30) days after becoming aware of the violation. Where the City has performed the sampling and analysis in lieu of the Industrial User, The City will perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat analysis. Resampling is not required if:

- A. The City performs sampling at the Industrial User's site at least once per month; or
- B. The City performs sampling at the User's site between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling.

13.20.4.8: NOTIFICATION OF CHANGED DISCHARGE:

All users must promptly notify the City in advance of any substantial change in the volume or character of pollutants in their discharge, including significant manufacturing process changes,

pretreatment modifications, and the listed or characteristic hazardous wastes for which the user has submitted initial notification under 40 CFR 403.12 (p).

13.20.4.9: REPORTS FROM UNPERMITTED USERS:

All users not required to obtain a wastewater discharge permit will provide appropriate reports to the City as the Superintendent may require.

13.20.4.10: RECORD KEEPING:

Users subject to the reporting requirements of this Chapter must retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under Section 13.20.2.4C. Records include the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records must remain available for a period of at least three (3) years. This period will be automatically extended for the duration of any litigation concerning the user or POTW, or where the user has been specifically notified of a longer retention period by the Superintendent.

V. SAMPLING AND ANALYTICAL REQUIREMENTS

13.20.5.1: SAMPLING REQUIREMENTS FOR USERS:

- A. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the Discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate.
- B. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the City may authorize a lower minimum. For the reports by 40 CFR 403.12(e) and (h), the City will

require the number of grab samples necessary to assess and assure compliance by Industrial Users with Applicable Pretreatment Standards and Requirements.

- C. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated or manufacturing process if no pretreatment exists or as determined by the City and contained in the user's wastewater discharge permit. For categorical users, if other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e) in order to evaluate compliance with the applicable categorical pretreatment standards. For other SIUs, for which the City has adjusted its local limits to factor out dilution flows, the user should measure the flows and concentrations necessary to evaluate compliance with the adjusted pretreatment standard(s).
- D. All sample results must indicate the time, date and place of sampling, and methods of analysis, and certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges from the user. If a user is sampled more frequently than what was required in its wastewater discharge permit, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

13.20.5.2: ANALYTICAL REQUIREMENTS:

All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

13.20.5.3: CITY MONITORING OF USER'S WASTEWATER:

The City will follow the procedures outlined in Sections 13.20.5.1 and 13.20.5.2 of this Chapter.

VI. COMPLIANCE MONITORING

13.20.6.1: INSPECTION AND SAMPLING:

The City has the right to enter the facilities of any user to ascertain whether the purpose of this Chapter, and any wastewater discharge permit or order issued hereunder, is being met and whether the user is complying with all requirements thereof. Users shall allow the Superintendent ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user must make necessary arrangements with its

security guards so that, upon presentation of suitable identification, the Superintendent will be permitted to enter without delay for the purposes of performing specific responsibilities.

- B. The Superintendent has the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or monitoring of the user's operations.
- C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled must be promptly removed by the user at the written or verbal request of the Superintendent and may not be replaced. The costs of clearing such access will be borne by the user.
- D. Unreasonable delays in allowing the Superintendent access to the user's premises is a violation of this Chapter.

13.20.6.2: MONITORING FACILITIES:

Each user must provide and operate at its own expense a monitoring facility to allow inspection, sampling and flow measurements of each sewer discharge to the City. Each monitoring facility must be situated on the user's premises, except where such a location would be impractical or cause undue hardship on the user, the City may concur with the facility being constructed in the public street or sidewalk area; provided, that the facility is located so that it will not be obstructed by landscaping or parked vehicles. The Superintendent, whenever applicable, may require the construction and maintenance of sampling facilities at other locations (for example, at the end of a manufacturing line, wastewater treatment system).

There must be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment must be maintained at all times in a safe and proper operating condition at the expense of the discharger.

All monitoring facilities will be constructed and maintained in accordance with all applicable local construction standards and specifications.

The Superintendent may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment will be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality must be calibrated to ensure their accuracy.

All new commercial and industrial facilities constructed after September 1, 1993 are required to have installed a sewer service cleanout to facilitate wastewater pretreatment sampling.

13.20.6.3: SEARCH WARRANTS:

If the Superintendent has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Chapter, or that there is a need to inspect as part of a routine inspection program of the City designed to verify compliance with this Chapter or any wastewater discharge permit or order

issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Superintendent will seek issuance of a search and/or seizure warrant from the District Court of the First Judicial District in and for the County of Kootenai. Such warrant will be served by the Superintendent in the company of a uniformed police officer of the City.

13.20.6.4: VANDALISM:

No person may willfully or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in this Chapter.

VII. CONFIDENTIAL INFORMATION

13.20.7.1: CONFIDENTIAL INFORMATION:

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from City inspection and sampling activities, will be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the City, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable State law. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes will not be made available for inspection by the public, but will be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

VIII. PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

13.20.8.1: PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE:

The City will publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users who, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements. For the purposes of this provision, an industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

- A. Chronic violations of wastewater discharge limits, defined as those in which sixty six percent (66%) or more of wastewater measurements taken for the same pollutant parameter during a

six (6)-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(1);

- B. Technical review criteria (TRC) violations, defined as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(1) multiplied by the TRC [TRC=1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH];
- C. Any other discharge violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(1) (daily maximum, longer-term average, instantaneous limit, or narrative Standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
- D. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge; or
- E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting, construction, completing construction, or attaining final compliance; or
- F. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules; or
- G. Failure to accurately report noncompliance; or
- H. Any other violation(s) which may include a violation of Best Management Practices which the City determines will adversely affect the operation or implementation of the local pretreatment program.

IX. ADMINISTRATIVE ENFORCEMENT REMEDIES

13.20.9.1: NOTIFICATION OF VIOLATION:

When the Superintendent finds that a user has violated (or continues to violate) any provision of this Chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may serve upon that user a written notice of violation via certified letter. Within fifteen (15) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, must be submitted by the user to the Superintendent. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of

the notice of violation. Nothing in this Section limits the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

13.20.9.2: CONSENT ORDERS:

The Superintendent may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents have the same force and effect as the administrative orders issued pursuant to Sections 13.20.9.4 and 13.20.9.5 of this Chapter and are judicially enforceable. Use of a consent order is not a bar against, or prerequisite for, taking any other action against the user.

13.20.9.3: SHOW CAUSE HEARING:

The Superintendent may order, via a certified letter, a user who has violated or continues to violate, any provision of this Chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Superintendent and show cause why the proposed enforcement action should not be taken. Notice will be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting will be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing is not a bar against, or prerequisite for, taking any other action against the user.

13.20.9.4: COMPLIANCE ORDERS:

When the Superintendent finds that a user has violated or continues to violate any provision of this Chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may issue an order to the user responsible for the discharge directing that the user come into compliance within a time specified in the order. If the user does not come into compliance within the time specified in the order, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Federal pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order is not a bar against, or a prerequisite for, taking any other action against the user.

13.20.9.5: CEASE AND DESIST ORDERS:

When the Superintendent finds that a user has violated (or continues to violate) any provision of this Chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Superintendent may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order is not a bar against, or a prerequisite for, taking any other action against the user.

13.20.9.6: ADMINISTRATIVE FINES:

- A. When the Superintendent finds that a user has violated or continues to violate any provision of this Chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may fine such user in an amount not to exceed one thousand dollars (\$1,000.00). Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines will be assessed for each day during the period of violation.
- B. Unpaid charges, fines, and penalties will, after thirty (30) days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest will accrue thereafter at a rate of ten percent (10%) per month. A lien against the user's property will be sought for unpaid charges, fines, and penalties.
- C. Users desiring to dispute such fines must file a written request for the Superintendent to reconsider the fine along with full payment of the fine amount within fifteen (15) days of being notified of the fine. Where a request has merit, the Superintendent may convene a hearing on the matter within thirty (30) days. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The Superintendent may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- D. Issuance of an administrative fine is not a bar against, or a prerequisite for, taking any other action against the user.

13.20.9.7: EMERGENCY SUSPENSIONS:

The Superintendent may immediately suspend a user's discharge (after informal notice to the user) whenever such suspension is necessary to stop an actual or threatened discharge which

reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Superintendent may also immediately suspend a user's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

- A. Any user notified of a suspension of its discharge must immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Superintendent will take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Superintendent will allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings in Section 13.20.9.8 of this Chapter are initiated against the user.
- B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment must submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Superintendent prior to the date of any show cause or termination hearing under Sections 13.20.9.3 and 13.20.9.8 of this Chapter.

Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

13.20.9.8: TERMINATION OF DISCHARGE; NONEMERGENCY PROCEDURES:

In addition to the provisions in Section 13.20.3.12 of this Chapter, any user that violates the following conditions is subject to discharge termination:

- A. Violation of wastewater discharge permit conditions; or
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge; or
- C. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge; or
- D. Refusal of access to the user's premises for the purpose of inspection, monitoring or sampling; or
- E. Violation of the pretreatment standards in Sections 13.20.2.1 through 13.20.2.12 of this Chapter.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 13.20.9.3 of this Chapter why the proposed action should not be taken. Exercise of this option by the City is not a bar to, or a prerequisite for, taking any other action against the user.

X. JUDICIAL ENFORCEMENT REMEDIES

13.20.10.1: INJUNCTIVE RELIEF:

When the Superintendent finds that a user has violated (or continues to violate) any provision of this Chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the District Court of the First Judicial District in and for the County of Kootenai, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this Chapter on activities of the user. The City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief is not a bar against, or a prerequisite for, taking any other action against a user.

13.20.10.2: CIVIL PENALTIES:

- A. A user who has violated or continues to violate any provision of this Chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement is liable to the City for a maximum civil penalty of one thousand dollars (\$1,000.00) per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties will accrue for each day during the period of the violation.
- B. The Superintendent may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- C. In determining the amount of civil liability, the court will take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- D. Filing a suit for civil penalties is not a bar against, or a prerequisite for, taking any other action against a user.

13.20.10.3: CRIMINAL PROSECUTION:

- A. A user who has willfully or negligently violated any provision of this Chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement is, upon conviction, guilty of a misdemeanor punishable as provided in Municipal Code Chapter 1.28.
- B. A user who has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage is, upon conviction, guilty of a misdemeanor

punishable as provided in Municipal Code Chapter 1.28. This penalty is in addition to any other cause of action for personal injury or property damage available under State law.

- C. A user who knowingly made any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Chapter, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this Chapter is, upon conviction, guilty of a misdemeanor punishable as provided in Municipal Code Chapter 1.28.

13.20.10.4: REMEDIES NONEXCLUSIVE:

The provisions in Sections 13.20.8 through 13.20.11 of this Chapter are not exclusive remedies. The City reserves the right to take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. However, the City reserves the right to take other action against any user when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently.

XI. SUPPLEMENTAL ENFORCEMENT ACTION

13.20.11.1: PERFORMANCE BONDS:

The Superintendent may decline to issue or reissue a wastewater discharge permit to any user which has failed to comply with any provision of this Chapter, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement unless such user first files a satisfactory bond, payable to the City, in a sum not to exceed a value determined by the Superintendent to be necessary to achieve consistent compliance.

13.20.11.2: LIABILITY INSURANCE:

The Superintendent may decline to issue or reissue a wastewater discharge permit to any user which has failed to comply with any provision of this Chapter, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

13.20.11.3: WATER SUPPLY SEVERANCE:

Whenever a user has violated or continues to violate any provision of this Chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

13.20.11.4: PUBLIC NUISANCES:

A violation of any provision of this Chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and must be corrected or abated as directed by the Superintendent. Any person(s) creating a public nuisance will be subject to the provisions of the City code governing such nuisances, including reimbursing the City for any costs incurred in removing, abating, or remedying said nuisance.

13.20.11.5: INFORMANT REWARDS:

The Superintendent may pay up to One Thousand dollars (\$1,000) for information leading to the discovery of non-compliance by a user. In the event that the information provided results in an administrative fine or civil penalty levied against the user, the Superintendent may disburse up to ten percent (10%) of the collected fine or penalty to the informant. However, a single reward payment may not exceed One Thousand dollars (\$1,000).

13.20.11.6: CONTRACTOR LISTING:

Users who have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the City. Existing contracts for the sale of goods or services to the City held by a user found to be in significant non-compliance with pretreatment standards or requirements may be terminated at the discretion of the City.

XII. AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

13.20.12.1: UPSET:

- A. For the purposes of this Section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset constitutes an affirmative defense to an action brought for noncompliance with applicable pretreatment standards if the requirements of subsection C of this section are met.
- C. A user who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - 1. An upset occurred and the user can identify the cause(s) of the upset;

2. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 3. The user has submitted the following information to the POTW and treatment plant operator within twenty four (24) hours of becoming aware of the upset if this information is provided orally, a written submission must be provided within five (5) days:
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset has the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with applicable pretreatment standards.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

13.20.12.2: PROHIBITED DISCHARGE STANDARDS:

A user has an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in subsections 13.20.2.1A and B3 through B7 if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either: a) a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or b) no local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

13.20.12.3: BYPASS:

A. For the purposes of this Section:

1. "Bypass" means the intentional diversion of wastestreams from any portion of a user's treatment facility.

2. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections C and D of this Section.

C. Notice of Bypass:

1. If a user knows in advance of the need for a bypass, it must submit notice to the POTW, at least ten (10) days before the date of the bypass, if possible.

2. A user must submit oral notice to the City of an unanticipated bypass that exceeds applicable pretreatment standards within twenty four (24) hours from the time it becomes aware of the bypass. A written submission will also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission must contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The POTW may waive the written report on a case-by-case basis if the oral report has been received within twenty four (24) hours.

D. Bypass Conditions:

1. Bypass is prohibited, and the POTW may take an enforcement action against a user for a bypass, unless:

a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

c. The user submitted notices as required under subsection C of this Section.

2. The POTW may approve an anticipated bypass, after considering its adverse effects, if the POTW determines that it will meet the three (3) conditions listed in subsection D of this Section.

XIII. MISCELLANEOUS PROVISIONS

13.20.13.1: PRETREATMENT CHARGES AND FEES:

The City may adopt reasonable fees, by resolution of the City Council, for reimbursement of costs of setting up and operating the City's pretreatment program which may include:

- A. Fees for wastewater discharge permit applications including the cost of processing such applications;
- B. Fees for monitoring, inspection and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users; however, costs of additional wastewater testing not required by Federal, State or local law shall not be borne by the user but instead shall be paid by the City; however, all testing which results in a finding that wastewater discharge standards are exceeding permitted limits, whether such testing is required by law or not, shall be paid for by the user;
- C. Fees for reviewing and responding to accidental discharge procedures and construction;
- D. Fees for filing appeals; and
- E. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this Chapter and are separate from all other fees, fines, and penalties chargeable by the City.

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

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

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 16th day of February, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Repealing and Adopting a New Chapter 13.20 – Sewer Use Regulations

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTER 13.20 AND ADOPTING A NEW CHAPTER 13.20, ENTITLED UNIFORM WASTEWATER REQUIREMENTS, TO REGULATE DISCHARGE INTO THE PUBLIC SEWER SYSTEM AND WASTEWATER TREATMENT PLANT BY ESTABLISHING DEFINITIONS AND OTHER ADMINISTRATIVE PROVISIONS, DISCHARGE LIMITS AND PROHIBITIONS, FACILITY LICENSING AND DISCHARGE PERMIT REQUIREMENTS, WASTEWATER SAMPLING AND REPORTING REQUIREMENTS, PRETREATMENT REQUIREMENTS, REQUIREMENTS FOR NOTIFICATION OF SPILLS, ENFORCEMENT PROCEDURES, PROVIDING THAT VIOLATIONS OF THE CHAPTER ARE MISDEMEANORS PUNISHABLE BY 180 DAYS IN JAIL OR A FINE OF \$1,000 OR BOTH; 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.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Repealing and Adopting a New Chapter 13.20 – Sewer Use Regulations, 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 February, 2010.

Warren J. Wilson, Chief Deputy City Attorney

February 8, 2010
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
John Bruning

CITIZENS PRESENT

Tom Hasslinger, CDA Press

STAFF PRESENT

Karen Haskew, Urban Forester
Renata McLeod, Project Coordinator
Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Jon Ingalls, Deputy City Administrator
Doug Eastwood, Parks Director
Juanita Knight, Senior Legal Assistant

Item 1. Council Bill No. 10-1000 – Amending Definition of Pruning.
(Agenda)

Karen Haskew presented a recommendation from the Urban Forestry Committee to amend the definition of pruning to delete reference to “over 1 inch in diameter.” Ms. Haskew noted that the original intent was to enable property owners to do minor tree work – such as pruning suckers- without having to obtain a permit. However, city standards are modeled by the national standard, which defines pruning as “the removal of branches.” By amending the ordinance, the city will be more in-line with the national standards.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Council Bill No. 10-1000 amending the definition of pruning to be “The removal of branches.”

Item 2. Commercial Docks / Lease Extensions.
(Consent Resolution No. 10-004)

Doug Eastwood is requesting Council approve extending the dock leases for an additional two years for Brooks Seaplane Service, Coeur d’ Alene Lake Cruises, and Coeur d’ Alene Parasail and Water Sports. Mr. Eastwood noted that the monthly cost works out to approximately \$871.26 per bay, per month, which is paid in full prior to the beginning of the season. The City evaluates an annual fee increase based on the previous year’s Consumer Price Index and the fee increase is not to exceed 3%. The 2010 season will not have a fee increase due to the 2009 CPI not doing well.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 10-004 approving the two year extension on the lease agreements for Brooks Seaplane, Coeur d’ Alene Lake Cruises, and Coeur d’ Alene Parasail & Water Sports.

Item 3. Request for Letter of Intent / White Water Creek Development.
(Agenda)

Renata McLeod reported that White Water Creek Development made a request during public comments at the February 2nd City Council meeting that the City provide them with the same Letter of Agreement that the City is providing Pacific West Communities regarding a tax credit for their affordable housing project. Renata

indicated that they've create a Letter for White Water Creek Development (WWCD) to include in their tax credit application to IFHA. If awarded the tax credited, they would be provided CDBG funding which will put them on an equal footing as Pacific West Communities (PWC). The Agreements with both entities are based of award of tax credits from IHFA, and would provide \$200,000 of CDBG funds toward land acquisition, and the \$200,000 in development fee deferrals. The City only has \$200,000 in CDBG funds to go toward land acquisition, so if PWC is not awarded the tax credits, the \$200,000 will be available to WWCD.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council approve the Letter of Intent for ratification.

ANNOUNCEMENT:

Councilman Kennedy announced that the April 12th General Services Committee meeting will NOT be aired.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: February 8, 2010
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Ordinance Change – Pruning Definition

DECISION POINT:

The Urban Forestry Committee recommends that the ordinance definition of pruning be changed to delete the reference to “over 1 inch in diameter”.

HISTORY:

In 1988 the urban forestry ordinance defined pruning as “the removal of branches”. In 1990 the definition was changed to “the removal of branches over 1 inch in diameter”. The reason for the change was in the interest of making it simpler for abutting property owners to do minor tree work – such as pruning suckers - without having to obtain a permit. It also allows tree services or landscape contractors to remove sprouts and small branches without having to get a license. At least one tree service has repeatedly rounded-over (topped) public trees while arguing that it is not pruning according to the city definition, and therefore is not regulated by the city.

FINANCIAL ANALYSIS:

An ordinance change will have little financial effect on the city. There may be a small increase in staff time to issue pruning permits and provide pruning information.

PERFORMANCE ANALYSIS:

Removing the phrase “over 1 inch in diameter” would prevent the by-passing of city pruning standards for public trees. Although it would require abutting property owners to apply for a permit to do minor pruning, this may not be a bad thing, as information on how to prune correctly is given with the permit. There is no charge for tree permits. The American National Standards Institute Standard Practices document (ANSI A300-1995), the city’s pruning standards, define pruning as “removal of plant parts”.

DECISION POINT/RECOMMENDATION:

The Urban Forestry Committee recommends that the ordinance definition of pruning be changed to delete the reference to “over 1 inch in diameter”.

COUNCIL BILL NO. 10-1000
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 12.36.015 TO REMOVE THE REFERENCE TO “*OVER 1” IN DIAMETER*” FROM THE PRUNING DEFINITION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 12.36.015, is hereby amended to read as follows:*

12.36.015: DEFINITIONS:

PRUNING: The removal of branches, ~~over one inch (1") in diameter.~~

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

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 16th day of February, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Section 12.36.015 Definition of Pruning

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 12.36.015 TO REMOVE THE REFERENCE TO "*OVER 1" IN DIAMETER*" FROM THE PRUNING DEFINITION; 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.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Section 12.36.015 Definition of Pruning, 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 February, 2010.

Warren J. Wilson, Chief Deputy City Attorney

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
February 2, 2010**

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 February 2, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Mike Kennedy)	Members of Council Present
Woody McEvers)	
A. J. Al Hassell, III)	
John Bruning)	
Deanna Goodlander)	

Loren Ron Edinger)	Members of Council Absent
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CALL TO ORDER: The meeting was called to order by Mayor Bloem.

PUBLIC COMMENTS:

REQUEST FOR LETTER OF INTENT FOR TAX CREDIT: Todd Prescott, White Water Creek, Hayden, Idaho, requested the City provide them with the same letter of intent that the City is providing Pacific West Communities regarding a tax credit for their affordable housing project. Councilman Kennedy expressed his belief that the City should extend the same courtesy to his group. Renata McLeod reported that staff has been working with Pacific West Communities and just learned that White Water Creek is now interested in the same tax credit. She recommended that this request go to the General Services Committee and, if approved by this committee, staff would bring back the agreement for ratification at the next Council meeting since the deadline for submitting these requests is February 12th. **MOTION:** Motion by Kennedy, seconded by Goodlander to place this on the next General Services Committee meeting. Motion carried.

NOTE: The above copy of minutes has been extracted from the full February 2, 2010 Council meeting minutes



Letter of Agreement

February 8, 2010

Mr. Todd Prescott
Whitewater Creek Development
P.O. Box 1478
Hayden, ID 83835

Re: Mill River Seniors Apartments, 50-Unit Affordable Development, Coeur d'Alene, ID

Dear Mr. Prescott,

The City of Coeur d'Alene is pleased to partner on the acquisition of approximately 5.5 acres abutting Seltice Way, (depicted on Attachment "A,") Coeur d'Alene, Idaho 83814. The project meets the City's goal of creating for rent low-moderate income (LMI) housing units, as you are proposing a development for seniors ages 55 and older whose median incomes are at or below 60% of the area median income. It is the City's understanding that the tax credit program provides a 40-year commitment wherein the housing units will be provided to LMI citizens. Additionally, the City was approached by you, seeking Community Development Block Grant (CDBG) funding toward acquisition and fee deferrals. The City has authorized \$15,000 in CDBG funding toward land acquisition (pending the citizen participation process.)

The City has entered into a letter of agreement with Pacific West Communities offering \$200,000 in CDBG funding (pending the citizen participation process,) and \$200,000 in development fee deferrals, (subject to further negotiation on timing and final adoption by the City of a deferral mechanism) if awarded tax credits during this competitive round. In the case that Pacific West Communities is not awarded tax credits and Whitewater Creek Development is funded tax credits during this competitive round, the City will offer the same \$200,000 CDBG funding and \$200,000 development fee deferral opportunity for this project. The City does not have funding available to offer both projects, otherwise, it would be more than happy to make the same offer without this contingency. The City also acknowledges that Whitewater Creek, Inc. is a community-based development that has successfully provided affordable housing to many of the residents over the past 12 years. It is the City's hope that both of the potential senior housing projects are awarded in our City and hopes that this shows sufficient support of the projects. Additionally, the City understands that Whitewater Creek Development will be submitting a grant application for a City CDBG grant through the City grant administrator, Panhandle Area Council (PAC), in the amount of \$40,000. This will be documented separately by PAC.

Please be advised that this letter of agreement is expressly conditioned upon your successful application for 9% low-income housing tax credits and final approval of any necessary land use entitlements or amendments if applicable. The City will require proof of award from the Idaho Housing & Finance Association prior to any further processing of your request. Additionally, the City requires that all other financing be committed to your project prior to any disbursement of CDBG funds, completion of environmental assessments, satisfactory appraisal, as well as, the City receiving its annual CDBG funding.

We wish you the best as you attempt to obtain the balance of your required financing. If you should have any questions concerning this commitment of funds, please do not hesitate to contact our office.

City of Coeur d'Alene



Sandi Bloem
Mayor

Whitewater Creek Development



Todd Prescott
Owner

OTHER BUSINESS

COUNCIL BILL NO. 10-1001
ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 36, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.110, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #45; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

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

SECTION 1. That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as R-3 (Residential at 3 units/acre).

SECTION 2. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

SECTION 3. That the Planning Director be and he is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 4. That the above described property be and the same is hereby declared to be and shall be a part of Precinct #45, and that Section 1.16.110, Coeur d'Alene Municipal Code, be and the same is hereby amended to include the herein annexed property within the described boundaries of Precinct #45.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

APPROVED by the Mayor this 16th day of February, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
A-2-09 - 5490 N 4th Street

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 36, TOWNSHIP 51, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.110, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #45; 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.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, A-2-09 – 5490 N 4th Street, 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 February, 2010.

Warren J. Wilson, Chief Civil Deputy City Attorney

**LEGAL DESCRIPTION OF
ANNEXED PARCEL
2-04-10**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 36, CP&F 1038051, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION, CP&F 1266290, BEARS S 88°46'33" E, 2653.1 FEET;
THENCE S 0°10'55" W, 481.5 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION,
THENCE ALONG THE EXISTING CITY LIMITS OF THE CITY OF COEUR D'ALENE THE FOLLOWING COURSES: ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 9, BLOCK 1 OF AND IT'S EXTENSION OF THE PLAT OF HOFFMAN SECOND ADDITION, BOOK G, PAGE 101, RECORDS OF KOOTENAI COUNTY, S 88°46'48' E, 142.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 1 OF SAID PLAT;
THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID LOT 10, S 0°43'08' W, 150.09 FEET TO THE NORTHERLY BOUNDARY LINE OF THE PLAT OF HARVEST TIME, BOOK F, PAGE 213, RECORDS OF KOOTENAI COUNTY;
THENCE ALONG THE SAID NORTHERLY BOUNDARY LINE, N 88°46'05" W, 141.50 FEET;
THENCE, N 0°31'37" E, 150.07 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 0.488 ACRE, MORE OR LESS.**



RECORD OF SURVEY AND ANNEXATION MAP

A PORTION OF THE SE 1/4, SEC. 36, T.51N., R.4W., B.M., IN THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

PLAT OF HARVEST TIME, BLOCK ONE, LOT 1 (COEUR D'ALENE BIBLE CHURCH)

TRINITY CT

FOUNDED BY BRASS CAP
C.P. #1 AUTOMATIC

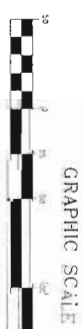
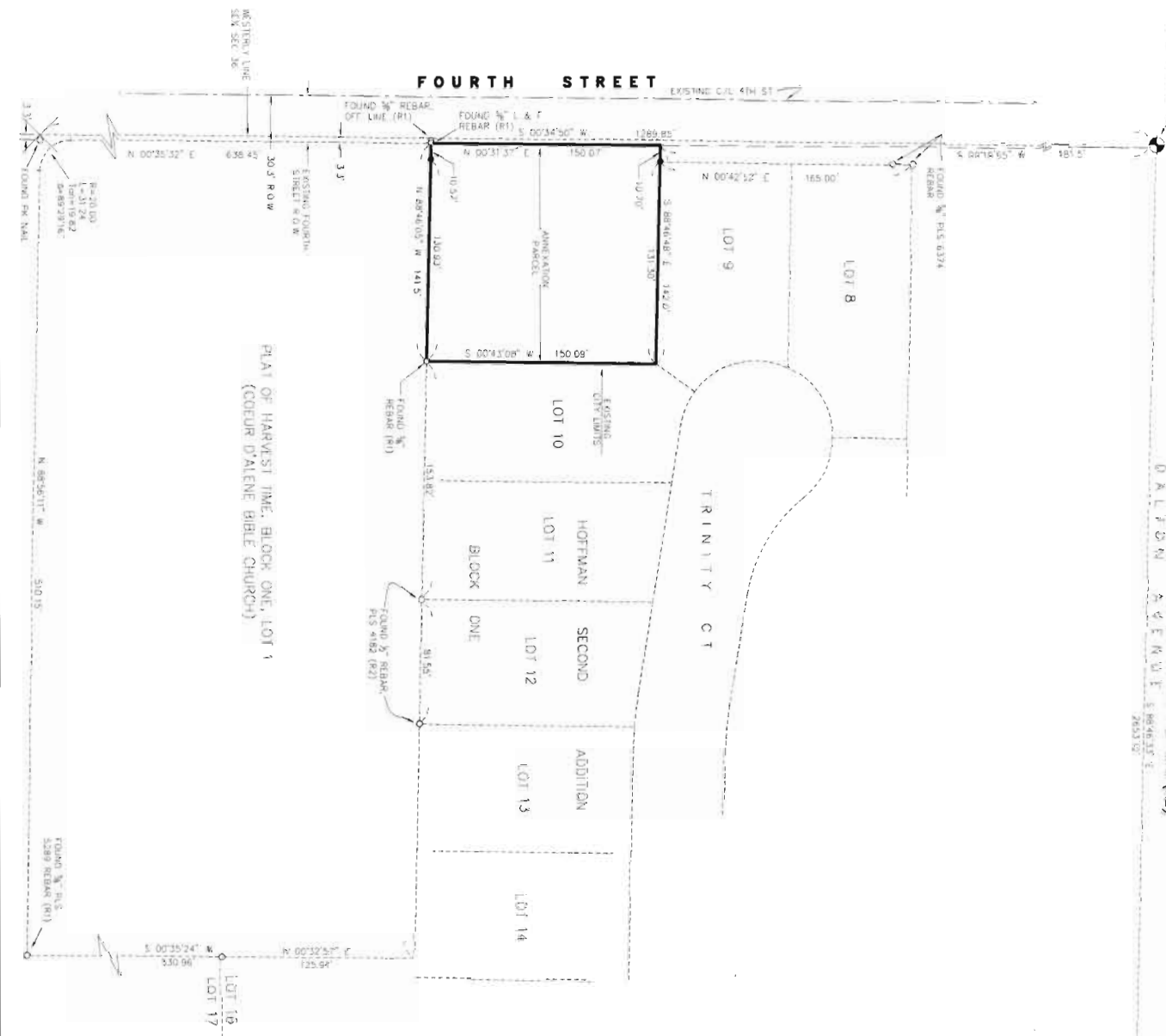
E.A. SEC. 36
FOUNDED BY BRASS CAP
C.P. #1 #262290

RECORDED'S CERTIFICATE
STATE OF IDAHO
COUNTY OF KOOTENAI
FILED THIS _____ DAY OF _____ 2009
IN BOOK _____ PAGE _____ AT THE OFFICE OF CLARENCE SWARTZ
COUNTY RECORDER DEPT. 1510

ORDINANCE NUMBER _____

BOOK _____, PAGE _____
INST. No. _____

[CB10-1001 - EXHIBIT "A"]



LEGEND

- U.L.C.'S COMPARE AS NOTED
- REBAR SUBJECT SWGS 43 HERTZ
- SET 5/8\"

REFERENCES

(81) PLAT OF HARVEST TIME - BOOK 1, PAGE 213
(94) PLAT OF HARVEST TIME SECOND ADDITION - BOOK 5, PAGE 101
(83) RECORD OF SURVEY BOOK 26, PAGE 502

SURVEYOR'S CERTIFICATE

I, RUSSELL G. HONGERER, R.L.S., REGISTERED PROFESSIONAL SURVEYOR, STATE OF IDAHO, DO HEREBY CERTIFY THAT THE FOREGOING SURVEY WAS CONDUCTED BY ME OR UNDER MY SUPERVISION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, IN JULY 2009 AT THE REQUEST OF _____



RECORD OF SURVEY AND ANNEXATION MAP	
SCALE 1"=50'	36-51-4W
DATE 2/4/10	C374
FRANK & SUTTAN, P.A. Consulting Engineers 401 West 2nd Street, Coeur d'Alene, Idaho 83814 (208) 765-2171 Fax: (208) 765-2007 www.frankandsuttan.com	
1 of 1	

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 12/31/2009	RECEIPTS	DISBURSE- MENTS	BALANCE 1/31/2010
<u>General-Designated</u>	\$507,693	\$26,781	\$2,010	\$532,464
<u>General-Undesignated</u>	(258,044)	22,663,819	14,709,987	7,695,788
<u>Special Revenue:</u>				
Library	(149,780)	560,257	100,222	310,255
CDBG	(3)		481	(484)
Cemetery	(54,950)	12,938	25,881	(67,893)
Parks Capital Improvements	172,663	47,585	3,510	216,738
Impact Fees	1,853,041	22,393		1,875,434
Annexation Fees	62,808	10		62,818
Insurance	2,012,732	20,914	5,965	2,027,681
Cemetery P/C	1,891,536	15,533	41,715	1,865,354
Jewett House	12,435	2	1,145	11,292
KCATT	3,409			3,409
Reforestation	8,380	101		8,481
Street Trees	216,252	3,036	18,000	201,288
Community Canopy	626			626
CdA Arts Commission	149	167	10	306
Public Art Fund	48,155	8		48,163
Public Art Fund - LCDC	301,914	51		301,965
Public Art Fund - Maintenance	115,472	19	1,823	113,668
KMPO - Kootenai Metro Planning Org	2,878	1,822		4,700
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,203,227	469,318	438,836	1,233,709
LID Guarantee	279,995	2,908		282,903
LID 124 Northshire/Queen Anne/Indian Meadows	2,648			2,648
LID 127 Fairway / Howard Francis	49,903	172	49,898	177
LID 129 Septic Tank Abatement	158,667	6,055		164,722
LID 130 Lakeside / Ramsey / Industrial Park	20,778			20,778
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	131,404	7,924		139,328
<u>Capital Projects:</u>				
Street Projects	880,762	95,806	249,404	727,164
2006 GO Bond Capital Projects	7,540	1	180	7,361
<u>Enterprise:</u>				
Street Lights	136,252	40,801	71,017	106,036
Water	1,471,883	206,870	390,537	1,288,216
Water Capitalization Fees	662,423	18,912		681,335
Wastewater	13,077,107	441,438	923,312	12,595,233
Wastewater-Reserved	906,198	27,500		933,698
WWTP Capitalization Fees	922,009	46,201		968,210
WW Property Mgmt	60,668			60,668
Sanitation	(38,348)	246,462	283,110	(74,996)
Public Parking	660,518	10,528	50,393	620,653
Stormwater Mgmt	563,414	110,061	166,782	506,693
Wastewater Debt Service	1,318	52,000	52,896	422
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	180,154	165,723	179,877	166,000
LID Advance Payments	3,923	40	3,609	354
Police Retirement	1,360,030	92,842	63,172	1,389,700
Sales Tax	1,420	1,699	1,420	1,699
BID	148,485	7,458	30,000	125,943
Homeless Trust Fund	757	473	757	473
GRAND TOTAL	\$29,600,502	\$25,426,628	\$17,865,949	\$37,161,181

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2010	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$60,391	33%
	Services/Supplies	14,360	2,347	16%
Administration	Personnel Services	483,605	162,355	34%
	Services/Supplies	5,500	1,628	30%
Finance	Personnel Services	637,704	213,591	33%
	Services/Supplies	116,240	30,804	27%
Municipal Services	Personnel Services	822,699	264,981	32%
	Services/Supplies	463,207	175,513	38%
Human Resources	Personnel Services	203,034	69,996	34%
	Services/Supplies	34,600	4,313	12%
Legal	Personnel Services	1,228,228	405,325	33%
	Services/Supplies	92,260	21,603	23%
	Capital Outlay			
Planning	Personnel Services	491,222	165,231	34%
	Services/Supplies	29,200	1,660	6%
Building Maintenance	Personnel Services	267,082	83,764	31%
	Services/Supplies	124,354	32,358	26%
Police	Personnel Services	8,504,121	2,829,915	33%
	Services/Supplies	695,924	162,731	23%
Fire	Personnel Services	6,391,258	2,284,772	36%
	Services/Supplies	383,290	106,450	28%
General Government	Services/Supplies	163,250	163,204	100%
Byrne Grant (Federal)	Personnel Services		13,050	
	Services/Supplies	87,343	86,736	99%
COPS Grant	Personnel Services		40,722	
CdA Drug Task Force	Services/Supplies	51,640	101,593	197%
	Capital Outlay			
Streets	Personnel Services	1,686,286	534,062	32%
	Services/Supplies	470,400	83,660	18%
ADA Sidewalk Abatement	Personnel Services	162,946	39,493	24%
	Services/Supplies	58,500	5,791	10%
Engineering Services	Personnel Services	347,291	146,503	42%
	Services/Supplies	732,050	41,228	6%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2010	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	334,485	28%
	Services/Supplies	426,260	73,780	17%
Recreation	Personnel Services	599,152	161,880	27%
	Services/Supplies	141,150	16,172	11%
Building Inspection	Personnel Services	797,620	238,322	30%
	Services/Supplies	35,800	5,742	16%
Total General Fund		<u>28,114,370</u>	<u>9,166,151</u>	<u>33%</u>
Library	Personnel Services	941,698	303,962	32%
	Services/Supplies	184,000	56,872	31%
	Capital Outlay	60,000	18,761	31%
CDBG	Services/Supplies	304,576	4,180	1%
Cemetery	Personnel Services	148,024	52,868	36%
	Services/Supplies	65,450	22,979	35%
	Capital Outlay	25,200	84,414	335%
Impact Fees	Services/Supplies	830,000	454,976	55%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	122,851	54%
Insurance	Services/Supplies	201,243	13,227	7%
Cemetery Perpetual Care	Services/Supplies	98,500	32,448	33%
Jewett House	Services/Supplies	17,100	3,872	23%
Reforestation	Services/Supplies	2,500		
Street Trees	Services/Supplies	41,500	21,000	51%
Community Canopy	Services/Supplies	1,000	246	25%
CdA Arts Commission	Services/Supplies	6,600		
Public Art Fund	Services/Supplies	173,000	66,582	38%
KMPO	Services/Supplies	650,000	106,037	16%
Total Special Revenue		<u>4,177,391</u>	<u>1,565,275</u>	<u>37%</u>
Debt Service Fund		<u>2,153,383</u>	<u>622,753</u>	<u>29%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FOUR MONTHS ENDED
 31-Jan-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 1/31/2010	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000		
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	38,165	4%
Howard - Neider Extension	Capital Outlay	200,000	399,319	200%
Howard Street - North	Capital Outlay		23,281	
4th St - Lakeside to Harrison	Capital Outlay		598,907	
15th Street - Lunceford to Dalton	Capital Outlay	400,000	2,146	1%
3rd St & Harrison signal	Capital Outlay	275,000	4,410	2%
15th St & Harrison signal	Capital Outlay		193	
Intersection of Hanley & US95	Capital Outlay		43,529	
Fire Dept GO Bond Expenditure	Capital Outlay		469	
Total Capital Projects Funds		2,000,000	1,110,419	56%
Street Lights	Services/Supplies	555,571	183,707	33%
Water	Personnel Services	1,432,550	453,480	32%
	Services/Supplies	3,722,007	499,415	13%
	Capital Outlay	755,700	206,358	27%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	647,827	31%
	Services/Supplies	5,190,638	659,345	13%
	Capital Outlay	13,118,436	2,099,998	16%
	Debt Service	1,489,110	588,600	40%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	1,076,971	35%
Public Parking	Services/Supplies	173,957	88,275	51%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	102,880	26%
	Services/Supplies	523,737	187,961	36%
	Capital Outlay	475,000	93,182	20%
Total Enterprise Funds		34,499,491	6,887,999	20%
Kootenai County Solid Waste		2,400,000	533,401	22%
Police Retirement		237,500	70,751	30%
Business Improvement District		142,000	60,000	42%
Homeless Trust Fund		5,000	1,776	36%
Total Fiduciary Funds		2,784,500	665,928	24%
TOTALS:		\$73,729,135	\$20,018,525	27%