

Coeur d'Alene

CITY COUNCIL MEETING

March 19, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

March 5, 2013

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room March 5, 2013 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)
Dan Gookin)
Steve Adams)
Deanna Goodlander)
Loren "Ron" Edinger)

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

INVOCATION: Led by Pastor Ron Hunter, Church of the Nazarene.

PLEDGE OF ALLEGIANCE: Councilman Edinger led the pledge of allegiance.

PRESENTATION: WASTEWATER PRIMER AND CAPITAL PROGRAM

Wastewater Superintendent Sid Fredrickson reiterated that the agenda for the evening includes a public hearing for a rate increase based on the rate study, and wanted to give an overview of what the revenue funds would purchase. He provided a brief history of wastewater treatment practices over the past forty years. In 1939, the City of Coeur d'Alene built a secondary treatment plant, long before requirements demanded. He explained that microorganisms are used in the secondary treatment process. Through the current process, 95% of the organics and 88% of the phosphorus is removed, which includes an 8 hour and 40 minute process through the treatment plant. The currently proposed process includes a third stage (5C project) called tertiary treatment, and would ensure compliance with the E.P.A. permit requirements.

PUBLIC COMMENTS:

McEuen: Frank Orzell, 310 E. Garden Avenue, stated his comments are based on 40 years of experience as a professional management consultant. He stated that a recent newspaper article regarding the McEuen project demonstrated the disorganization of the process. He finds it coincidental that the proposed completion date is November 2013 as is the City Council election, and questions if it was careful planning or not. He stated that he attended the sentencing hearing of Sheri Carroll and that he felt staff focused blame on Ms. Carroll and distanced themselves from any responsibility for the crime. He believes that there is some degree of responsibility on

the part of the City professionals and staff. He is concerned that there are ineffective controls in the McEuen contract for payment of contractors. He also questioned the representation of Mr. Boyd regarding his approval of payments for McEuen, as his firm also receives payment from this line item.

Playland Pier Carousel: Richard LeFrancis, 810 Parkhurst Court, stated that he has a carousel web site www.playlandcarousel.org. He reminded the City Council that the Walker Macy plan calls for the carousel to be relocated at its original location at Independence Point. He has spoken to Post Falls Mayor Clay Larkin, who has stated that they would be interested in having the carousel be placed in Post Falls, if the City of Coeur d'Alene did not object. He asked the City Council and Mayor to send a letter to the City of Post Falls stating that they would have no objection to the carousel being located in Post Falls.

Councilman Kennedy asked if Mr. LeFrancis was speaking on the behalf of the Carousel Foundation. Mr. LeFrancis stated that he was speaking as a citizen, not on behalf of the Foundation. Mr. Kennedy stated that it would be important to know if the Foundation was in support of the request. Mr. LeFrancis stated that he did not think it mattered whether or not the Foundation supported the request, as it would allow the carousel to be put back into commission for kids to use rather than leaving it in storage. Mayor Bloem stated that she did not think that any of the City Council opposed the carousel being in Coeur d'Alene. Councilman Edinger stated he would not be in favor of sending a letter stating that the City of Coeur d'Alene would not be interested in the carousel. He also stated that he knows that the Foundation has been meeting and they have tried to make arrangements with the City of Coeur d'Alene to place it in Coeur d'Alene, which is why he thinks the Foundation should be included in discussions with the Parks and Recreation Commission. Mr. LeFrancis stated he has talked to Mr. Eastwood regarding options for placement at the Museum site, but there has been no activity on the matter. He feels that the City of Post Falls is anxious to have the carousel, and the letter would simply confirm that the City of Coeur d'Alene does not oppose it. Councilman Edinger stated that his wife is on the Carousel Foundation board and it seems that the City has not been very cooperative in relocating it to Coeur d'Alene. Councilman Edinger stated that he understands other items have taken priority over the carousel, but if you took it to a vote of the people, the people would say that they want the carousel back.

City Administrator Wendy Gabriel clarified that the Museum lease term is expiring; however, the City Council has not indicated that they would not renew the lease; therefore, the Museum would stay at its location. The Museum Director, Ms. Dahlgren, stated that the Museum, the Carousel Foundation, and the Human Rights Institute all want a home on City property and should consider working together toward one building. Additionally, the Lake City Development Corporation recently stated that they would like to get the Four Corners planning started soon. Mayor Bloem stated that the City has never said they do not want the carousel, and through the partnership with a non-profit, there are some funds that still need to be raised. She further stated that as the Four Corners planning comes forward it is a good time to re-engage the stakeholders; this would not be the time to walk away from the carousel. Mayor Bloem stated that if Post Falls wants the carousel they should talk directly to the Foundation and the Foundation could decide if they want to work with them. Councilman Gookin stated that if the

City gave stronger support it could help with the fundraising. Mr. LeFrancis stated that a location is needed in order to have successful fundraising.

Rita Sims Snyder, 818 Front Avenue, stated that she is a member of the Coeur d'Alene Carousel Foundation. She clarified that the carousel is in secure storage (with insurance) and the Foundation has been working hard to find a location. The Foundation has spoken to the City off and on and some members may feel they did not get as much support from the City but that is water under the bridge. The Foundation is looking at locations within Coeur d'Alene; however, there is not enough information to make public at this time. The Foundation does not intend to move the carousel to Post Falls. The Foundation has a web page www.cdacarousel.org (owners of the carousel) and will keep the public aware as more information is finalized. The Foundation would love to be included in the Four Corners planning, if there is a possibility for partnerships with other entities. They will find a location and then begin fundraising efforts. She thanked Mr. LeFrancis for all of his work to bring the carousel to the community and she does not believe that they would have the carousel here without him.

Miscellaneous: Dave Barger, 530 W. Harrison, stated that only a true friend would speak the truth to you at the risk of being your enemy. Councilman McEvers is understandable for his need to make things happen and better in Coeur d'Alene and to the increase righteous and just commerce.

Drone Legislation: Jared Festner, 935 E. Front Avenue, stated he would like to discuss U.A.V. (Unmanned Aerial Vehicles) also known as drones. The Federal Government has not clarified whether or not citizens can be the target domestically or internationally by drones. His concern stems from the February 14, 2012, FAA Bill signed by President Obama to gather as many drones as possible. Recently a drone authorization list was released which includes Canyon County and King County. Mr. Festner stated that he does not assume Kootenai County will use them, but there should be checks and balances in place. Drones concerns include the ability to spy, conduct surveillance, fall out of sky, and/or crash into each other. He requested the City Council take a stand by declaring Coeur d'Alene a no drone zone by requesting the City Attorney to do what is legally necessary to ensure it. Mr. Festner provided a draft drone resolution for review and consideration. Councilman Gookin stated that Senate Bill 1134 does ban drones at a state level and encouraged Mr. Festner to review the bill, which would trump City legislation. Councilman Gookin stated that if the bill fails he would be willing to consider the request. Councilman Adams asked if any other cities have passed the draft resolution. Mr. Festner stated that Seattle passed legislation, the State of Washington has passed a bill, and that the resolution he presented is from Charlottesville, Virginia.

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

DISCUSSION: Councilman Gookin stated that he had contacted staff regarding the Ruen Yeager Contract as he felt it should not be under the Consent Calendar due to the dollar amount of the Contract not being routine. Staff informed him that the item was in the budget, but he felt it would have been more transparent had the item gone to a sub-committee prior to City Council. The City Council agreed to remove this item for later discussion.

1. Approval of Minutes for February 19, 2013.
2. Setting General Services and Public Works Committees meetings for Monday, March 11th at 12:00 noon and 4:00 p.m., respectively.
3. **CONSENT RESOLUTION NO. 13-012:** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-9-12 RIVERSTONE EAST – SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL PLAT; RATIFICATION OF THE 11TH STREET MARINA LANDLORD'S CONSENT TO ASSIGNMENT WITH THE ELEVENTH STREET DOCKOWNERS ASSOCIATION, INC. ~~AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RUEN YEAGER & ASSOCIATES, INC. FOR FLOOD WORKS CERTIFICATION.~~
4. Approval of Cemetery Lot transfer Pam Espe to Monty Stimson.
5. Approval of Beer/Wine License for The Garnet, 315 E. Walnut Avenue – New Owners.
6. Approval of Beer/Wine License for Pilgrim's Natural Foods, 1316 N. 4th Street – Transfer from to go only to consume on premise.

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

RESOLUTION NO. 13-012

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RUEN YEAGER & ASSOCIATES, INC. FOR FLOOD WORKS CERTIFICATION.

DISCUSSION: Councilman Gookin asked if City Engineer Gordon Dobler would provide additional information regarding the selection process. Mr. Dobler stated that staff utilized a consistent process for selection of professional services/consultants, which is within Idaho Code requirements. The process includes advertisement in the paper soliciting interested firms, and then packets are sent to the interested applicants, with a date certain for return of the packets. A selection panel is used, based on their experience in the area the City is seeking proposals for, rating sheets are used for review of the proposals, and point values are assigned to qualification criteria. The company with the highest number of points is the one selected. The firms/organizations are selected on qualifications only, no costs are considered, as once a selection is made staff will negotiate costs based on the scope of services needed. For this specific project, the City received two proposals. Councilman Gookin stated that he appreciated the update, but cited a recent example of the Water Department's new well project that was brought before the Public Works sub-committee and it seemed to be a more transparent process.

Motion by Goodlander, seconded by Kennedy to approve item 3(c.) Resolution No. 13-012, Agreement with Ruen Yeager & Associates, Inc. for flood works certification.

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

COUNCIL ANNOUNCEMENTS:

Councilman Goodlander stated that the 4th Street roundabout proposed art maquettes are currently being displayed at the Library and suggested the public review and comment.

Councilman Adams announced that the City Council had discussed the possibility of having Mr. Tymesen provide a quarterly budget presentation and that once Ms. Carroll's sentencing was over the City Council would consider hiring a quarterly auditor and would like the Mayor to consider those action items. Additionally, he read a prepared statement and asked that it be included in the record. It is as follows:

“On Wednesday, February 27th a Judicial Confirmation hearing was held before Judge John Luster seeking approval of the issuance of \$33 million in revenue bonds to pay for upgrades to the City of Coeur d'Alene's sewage treatment facility. Some representatives from the city and its bond counsel appeared in support of the petition. One representative, myself, appeared and spoke in opposition. First, I need to acknowledge I had previously voted in the affirmative to move forward with the Judicial Confirmation process. From the outset however, despite assurances from our city attorney of the legality of this process, this route never did sit well with me. In some 11th hour research I made the discovery of what I presented to the court. Article 8 section 3 of the Idaho Constitution requires that the people by a majority vote approve such revenue bonds in an election. This section specifically refers to “sewage treatment plants” and states that the revenue bonds can be issued to pay for the construction, extension or equipping of sewage treatment plans only “with the assent of a majority of the qualified elector's voting at an election to be held for that purpose.” Judicial confirmation would be unconstitutional. This Constitutional requirement was brought to Judge Luster's attention, and he agreed to take the matter under advisement and issue a ruling within 30 days. On February 28, 2013 the city attorney, Mike Gridley, contacted me and said that, because I objected to the judicial confirmation process for issuance of the revenue bonds, he would exclude me from council discussions concerning this matter. Pursuant to I.C. section 50-208A which reads in part: “The city attorney shall be the legal advisor on the municipal corporation...” I submit that the city attorney has no authority to exclude me from any such discussion. The city attorney's duty is to impartially explain legal considerations to the council and mayor, not direct policy. Furthermore, by excluding a duly elected representative from participating in the legislative process, the city attorney would be excluding my constituents as well. Should the city attorney, choose to persist in attempting to usurp the legislative authority the voters have entrusted in me, I will have no choice but to file an ethics complaint with the Idaho Bar Association and would insist that the city attorney recuse himself while the ethics investigation is conducted.”

Councilman Kennedy asked if Councilman Adams met with Warren Wilson, prior to the confirmation hearing and if he informed him that he was in opposition. Councilman Adams stated that he had met with Warren Wilson and Sid Fredrickson and that he did not state that he would be in opposition of the item. Councilman Adams clarified that he did acknowledge that he originally voted for the item. Councilman Kennedy stated that he is concerned that Councilman Adams had used his position as a councilmember to garner information from legal staff before the hearing. Mayor Bloem asked the City Attorney to provide some legal advice as to what discussion can take place.

City Attorney Mike Gridley clarified that there are some things he cannot discuss with Councilman Adams, and further clarified that he is the attorney for the City of Coeur d'Alene the organization and does not represent each councilmember individually. The organization has filed a legal filing called a Judicial Confirmation, which is a constitutional method to approve projects like sewer treatment plants. Mr. Gridley stated that he told Councilman Adams that it is not appropriate for him to take an adverse position in a litigated case against the organization and he as an attorney cannot represent both, the organization on one side and Councilman Adams on the other side. He is not able to confidentially communicate to his client, so as an adverse position he cannot communicate with Councilman Adams. Mr. Gridley stated that Councilman Adams acknowledged he understood at the end of the telephone conversation. Councilman Adams stated that since that time he has done further research and discovered that the City Attorney cannot do that, as the City Attorney is the legal adviser of the Municipal Corporation and the Municipal Corporation is the citizen. Mr. Gridley clarified that the Municipal Corporation is the City organization not the citizens.

Motion by Kennedy seconded by Goodlander to exclude Councilman Adams from discussions on the litigation under Judicial Confirmation.

DISCUSSION: Mayor Bloem asked if the motion would be legally allowable. Mr. Gridley stated that it would be allowable. Councilman Adams stated that Councilman Kennedy cannot make a motion to exclude him, as he is a duly elected representative. Mayor Bloem asked if Councilman Adam was debating the motion. Councilman Adams stated that he was debating the constitutionality and felt that Councilman Kennedy was out of order. Mayor Bloem clarified that she gets to decide if she should accept a motion, and she did. Councilman Adams stated that the City Council gets to decide and that the Mayor is out of line.

RECESS: Mayor Bloem called for a 5-minute recess at 7:15 p.m. The meeting resumed at 7:22 p.m.

Mayor Bloem reiterated that there was a motion, and second on the floor and asked for any further discussion. Councilman Gookin stated that his understanding is there are only three ways to be removed from office either resign, be recalled, or die, so how can the motion be valid. Mr. Gridley stated that Councilman Adams would be an adverse party in regards to this litigation. The adverse party must step out of the communication; otherwise, the attorney would not be able to talk settlement strategy, etc. if both sides of the party are in the room. As the City Attorney, Mr. Gridley stated that he would be out of line to allow otherwise. Councilman Gookin gave the example of if the sewer line backed up at his house and he sued the City, then he would not be allowed during discussions regarding that lawsuit in executive session. Mr. Gridley stated that was a good example, as it would not be good for him as an adverse party to listen to merits of the case. The legal system is set up as an adversarial system, there are rules to be followed under that system, and one of those is that attorneys cannot disclose information to adverse parties. At this point, the City Council has a choice; they could have no communication from the City Attorney in this particular case, or they could have communication without the adverse party included. Councilman Gookin questioned if there were cases where the official has sued a city and had been excluded, as he is concerned that a councilmember should be able to represent the people who elected him and does not want the Supreme Court to disagree. Councilman Kennedy stated that this is really a recusal

discussion. Mayor Bloem stated that if Councilman Adams would recuse himself then the motion would not be needed and asked Councilman Adams if he would do so. Councilman Adams stated that he would not recues himself as he is obligated to the citizens to be educated on every decision that this body makes and cannot be excluded from those conversations. Mayor Bloem asked if Councilman Adams understood the example Councilman Gookin provided. Councilman Adams stated that there is no conflict of interest in this situation. Councilman Kennedy stated that if it is not voluntary then the recusal should be done by City Council vote. Mayor Bloem clarified that if the City Council wants to hear legal advice, they would have to recuse Councilman Adams from the discussion; if they choose not to have legal advice, the fines could be as high as a million dollars a month. Councilman Gookin asked if Judicial Confirmation is litigation and what differentiates it from lawsuits. Mr. Gridley stated that it is litigation and that it is a lawsuit that has been filed that is going before a Judge to be adjudicated and that someone who opposes what the City seeks in court and has lodged an objection has made an appearance as an adversarial party. Mr. Gridley clarified that it does not require the hiring of an attorney, just entering an opposition against the City means they are adverse to the litigation.

Councilman Adams stated that should the City Council continue with the unlawful motion he will be contacting the County Prosecuting Attorney and the Idaho Attorney General's office. Councilman Adams requested it be noted that Mr. Gridley made a derogatory comment to him during the recess that was disrespectful and rude and will be a part of his complaint to the Idaho State Bar Association.

Councilman Kennedy clarified that his motion should mean a forced recusal. Councilman Goodlander asked if the motion is a legal motion. Mr. Gridley stated that the motion could be worded in any manner that will allow for legal communication on this matter without the opposing party in the room. Additionally, he stated that the City Council could say that it is all right with them to discuss trial strategy in front of the opposition, but he would not recommend that course of action. Councilman McEvers asked if the City Council could not listen to anything the attorney has to say since it is in the Judge's hands. Mr. Gridley stated that there might be steps that they would advise the Council to take. Councilman McEvers stated that since this is not an issue tonight, could it be discussed another night.

Motion by Edinger seconded by McEvers to table this item to next City Council Meeting, to be held Thursday, March 7, 2013.

DISCUSSION CONT.: Councilman Kennedy expressed concern that if the item were tabled Councilman Adams could seek information from the City Attorney tomorrow related to this item. Mr. Gridley clarified that he will not be discussing items relating to this issue with Councilman Adams. The issue is if the City Attorney has a reason to come to the City Council stating that we recommend that something should be done to better our case or improve our odds of success, he would not be able to do that with adverse parties in the room.

Councilman Edinger stated that he made the motion to give time to let cooler heads prevail. He does not like the idea of telling a Councilman that he cannot be involved in matters, although he understands Mr. Gridley's points. Councilman Goodlander understands what Councilman Edinger is saying about an elected official not being involved in a meeting; however, the City Council has a

responsibility to all the citizens of the community, not just a certain constituency. She believes that Councilman Adams' mind is made up; therefore, the rest of the City Council has to decide how they are going to deal with this. She further stated that the City Council has a responsibility to hear our City Attorney regarding the potential of something that could cost the City millions of dollars and she does not feel two days would make a difference. Councilman Gookin agrees that the City Council should make a decision now and not table it, however he does not think this is a lawsuit, it is a judicial confirmation request. He believes that if the Judge does not rule in the City's favor, the City could go to a public vote. Additionally, he believes there is a responsibility to the voters and would not support the original motion because the accountability for this is with Councilman Adams. He does not believe the City could force a recusal, and believes that Councilman Adams has the responsibility to recuse himself. Councilman McEvers asked if the City Council took a couple of days and give time to Councilman Adams to see the justice about what the City is trying to explain, he might come back with some agreement. Councilman Adams stated that as an elected representative of the citizens and with his research of the Idaho State Constitution and the laws of the State of Idaho he understands it correctly. Mayor Bloem asked if Councilman Kennedy would make a change to the motion so it is not personal.

Motion to amend by Kennedy, seconded by Goodlander to ask the City Attorney to inform the City Council on the legal matters of Judicial Confirmation without adverse parties included.

Councilman Kennedy stated that as an elected official, independently, you have no authority; you are only as good as a majority vote of the City Council. If the majority vote on this topic went against his wishes, he would be duty bound, by the oath that he swore, to support the position of the City Council. He stated he would not go in front of a Judge and indicate he was an adverse party to that, unless he was willing to accept the consequences of his actions. He believes it is not personal, but that it is about the position councilmembers hold. Councilman Gookin asked if this would become policy. Mayor Bloem stated that this motion is specific to the Judicial Confirmation; however, she believes it is a policy since in the 12-years she has been Mayor; adverse parties have never been included when receiving legal advice.

Motion to Table withdrawn by Edinger, seconded by McEvers.

ROLL CALL ON MAIN MOTION AS AMENDED: Gookin No; Edinger Aye; Kennedy Aye; Adams No; McEvers Aye; Goodlander Aye. Motion carried.

APPOINTMENTS: Motion by Kennedy, seconded by Goodlander to approve the appointment of Steve Johnson as an alternate to the Design Review Commission; Mike McDowell, Dave Patzer and Jim Lien to the Parks and Recreation and Steve Widmyer to the Parking Commission. Motion carried with Gookin voting No.

ADMINISTRATOR'S REPORT: The McEuen bid opening was held today with six bidders submitting proposals. Base bids ranged from \$14 million to \$17 million. Staff will present a recommendation for award at the Thursday, March 7, 2013 City Council meeting. Additionally, staff is in the process of reviewing licensing and bonding to ensure the bids are responsive. There are many events happening at the Coeur d'Alene Library. Spring Programs for children begin this week. The 25th Annual Writers Competition has begun with entry forms and rules available at the library or from the Library website at www.cdalibrary.org. The deadline for

entries is March 31st. The Water Department is starting on the first phase of construction for a new water well on Atlas Road just north of Hanley Avenue. In this phase, water will be sampled for quality from multiple levels in the test well so that when they develop the production well they can ensure that it has the highest possible water quality. This summer the Water Department will be replacing water service lines in portions of the Indian Meadows subdivision. People with concerns or questions can call the Water Department at their main number 769-2210. With spring-like weather arriving, the Street Maintenance crews will begin their spring cleanup program. Once arterial and collector streets are cleaned, City crews will be working to complete initial sweeping of residential streets. Residential streets are swept an average of 4 times yearly and all arterials are swept bi-weekly. Citizens should sweep their sidewalks as soon as possible. It's okay to sweep sidewalk sand debris into the street for sweepers to pick up during the Spring Clean-up, but please DO NOT make piles in the gutter; sweepers are not designed to handle excessive amounts of sand, gravel, dirt, or large rocks. Do not put debris such as sod, garden or wood waste, limbs, or branches in the street. Please try to move parked cars if you hear the sweeper in your neighborhood. Also, trim low hanging branches and limbs from your curbside trees, shrubs, or plants to allow the sweeper to clean as close to the curb line as possible. Please listen to KVNI or check the City of Coeur d'Alene website for daily updates and to hear when the sweepers will be in your area. For more information, call 769-2233. The City of Coeur d'Alene has announced the availability of free street trees for new neighborhoods. The trees are available to homeowners or residents who are willing to provide care for the young street trees. Interested residents should contact the Urban Forestry Division of the Coeur d'Alene Parks Department to sign up for a tree. There are a limited number of trees and they will be distributed on a first-come, first-served basis. Call 769-2266 for more information.

PUBLIC HEARING - WASTEWATER RATES/FEE INCREASE: Mr. Fredrickson introduced Mr. Koorn from HDR Engineering, who will present the wastewater rate and CAP fee study. Mr. Koorn presented an overview of the process used for establishing the rates. The study included a review of the revenue requirement, which included the financing of the capital projects. The study covered a five-year period; however, it includes a 10-year forecast. Also included in the plan was a review of operations and maintenance needs, including equipment, infrastructure, and system improvements, as well as a review of debt service. Mr. Koorn also provided a timeline of the 5C project and costs of improvements. The next portion of the study included an analysis of the cost of service that reviewed different types of end users, such as commercial versus residential. The City of Fernan customers were held out separately as it is a contractual requirement.

Councilman Kennedy asked when the Fernan Contract comes up for renewal and if the City is forced by the E.P.A. to continue to provide services to the City of Fernan. Mr. Fredrickson stated his understanding is that due to the past use of a federal grant for regional treatment, a lawsuit ensued that states that the City must provide services to Fernan. The Contract states the term to be 45 years and into perpetuity depending on the section of the Contract you read. Mr. Koorn stated that the rates could change to include direct benefit costs associated with the service. He presented the proposed rate structure over the next five years and provided a comparison to other rates in the region. Mr. Koorn stated that several regional cities are in the process of reviewing and/or raising their rates. He also reviewed the present CAP fee and proposed CAP fee amounts, and provided a comparison to other area cities. Councilman Gookin asked Mr. Fredrickson what

the developers stated at the recent development forum. Mr. Fredrickson stated that the only comment received was from the NIBCA President, who praised the City's approach. He reiterated that no opposition was expressed.

Councilman Gookin asked how the debt service ratio was regulated. Mr. Koorn stated that revenue bonds and loan documents may directly include a set ratio, but the City does not have a hard requirement. Finance Director Troy Tymesen reiterated that bond-rating organizations look at the debt ratio when reviewing a city's credit worthiness.

PUBLIC COMMENTS: Mayor Bloem called for public comments with none being received.

Mr. Fredrickson informed the City Council that the rate/fee Ordinance will be brought forward at the next regularly held City Council meeting, so no further action is requested.

OTHER BUSINESS: APPROVAL OF SIDE LETTER OF AGREEMENT TO LOAN OFFER: Mr. Tymesen stated that work is completed for this funding. This is in reference to a D.E.Q. loan, and nothing to do with the new Judicial Confirmation request. This item references a Judicial Confirmation received in 2001. Staff is asking City Council to approve the documents presented tonight to follow through with the Wastewater Treatment plan previously approved by Council. This action will provide a savings of \$4.5 million in interest due to the 0.5% rate as compared to the market rate of 3.75%. Councilman Gookin clarified that this is the next step in the process previously discussed by City Council. Danielle Quade, Bond Counsel, provided additional information regarding the Supplemental Ordinance. She explained that the 5b project is complete with final draw to occur tomorrow, the original agreement contemplated the prior bond Ordinance that the City has since cleaned up to work better with D.E.Q. requirements. The side letter simply removes reference of the old ordinance and makes references to the new Ordinance.

RESOLUTION NO. 13-013

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SIDE LETTER AGREEMENT WITH THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ") FOR LOAN OFFER, ACCEPTANCE, AND AGREEMENT FOR WASTEWATER TREATMENT FACILITY DESIGN AND CONSTRUCTION DATED DECEMBER 18, 2009.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 13-013.

DISCUSSION: Councilman Adams stated that he believes that until the current Judicial Confirmation is fully adjudicated he does not believe the City should move forward on this item. He read an excerpt from the decision from Judge Copsey out of Ada County and believes that this decision and the Idaho State Constitution require a public vote. Councilman Adams further stated that should Judge Luster approve the Judicial Confirmation he will appeal. Ms. Quade stated that she respectfully disagrees with Councilman Adams, as she has done substantial research in this area of law, as it is a specialty of her practice and there is an exception to Article 8, Section 3 for ordinary and necessary expenses. She stated that this does meet what the framers of the Constitution intended for this type of expense. Additionally, the City has a 2001 Judicial

Confirmation that established authority to incur this debt and the money has already been borrowed and spent. Councilman Gookin asked if this was similar to rolling over the loan and/or a refinance. Ms. Quade stated that this is not like a refinance of a loan; that this is specific to the D.E.Q. loan the City received. She further explained that the way the D.E.Q. program works is that the City entered into the Loan Agreement, then conducted drawdowns of the loan. When the project is complete, the loan is closed, then the bond is executed. She further clarified that the City does have an existing obligation to D.E.Q. Councilman Gookin asked if this is a legislative process or something that would have to go to a vote or is there an option to go to a vote like a new funding item. Ms. Quade stated that this was based on the authority of the Judicial Confirmation (which would have been the time to have a vote); this current action is codifying the Agreement terms with D.E.Q., and closing out the loan and paying back funds to the State. Mr. Tymesen clarified that the refunding that the City recently did was a D.E.Q. loan and the City was able to get at a lower interest rate by going to the Idaho Bond Bank. Those dollars were returned to the D.E.Q. revolving loan fund, which is a different transaction than what is being discussed today. He did state that he would like to apply to the loan fund for additional funds in the near future. Councilman Edinger asked Mr. Fredrickson if this is similar to when the City was obligated to E.P.A. and the City of Fernan. Mr. Fredrickson stated that this is not at all like the lawsuit with the City of Fernan. He clarified that in 2001 the City received Judicial Confirmation authority, money was received from D.E.Q. and then funds were received through a stimulus program that required an additional loan from D.E.Q. (at a discounted interest rate). This current action establishes a long-term debt agreement with D.E.Q. so that we can pay it back over a twenty-year period.

ROLL CALL: McEvers Aye; Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye; Adams No. Motion carried.

**SUPPLEMENTAL ORDINANCE NO. 3459
COUNCIL BILL NO. 13-1004**

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2013, IN THE PRINCIPAL AMOUNT OF \$12,257,859.40 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S SEWER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND APPROVAL OF THE SIDE AGREEMENT THERETO PROVIDING FOR THE SALE OF THE SERIES 2013 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2013 BONDS ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2013 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Goodlander to pass the first reading of Council Bill **No. 13-1004**.

ROLL CALL: Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye; Adams No; McEvers Aye. Motion carried.

Motion by Kennedy, seconded by McEvers to suspend the rules and to adopt Council Bill No. 13-1004 by it having had one reading by title only.

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

ADJOURNMENT: Motion by Gookin, seconded by Kennedy to recess to March 7th, at 5:00 p.m. for a Continued City Council meeting to award the McEuen Bid Contract at the Library Community Room and then to March 14th at 6:00 p.m. for a Joint Meeting with the North Idaho College Board of Trustees at the Library Community Room. Motion carried.

The meeting recessed at 8:42 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod,
City Clerk

A CONTINUED MEETING OF THE
COEUR D'ALENE CITY COUNCIL
HELD ON MARCH 7, 2013 AT 5:00 P.M.
AT THE LIBRARY COMMUNITY ROOM

The Mayor and Council of the City of Coeur d'Alene met in a continued session in the Library Community Room on March 7, 2013 at 5:00 p.m., there being present upon roll call a quorum:

Sandi Bloem, Mayor

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

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

City Engineer Gordon Dobler explained that the proposed Amendment No. 2 to the Financing Agreement with the Lake City Development Corporation (LCDC) includes the additional \$4,124,800 in funding toward the McEuen Park Project. This would finalize the acceptance of their financial agreement.

RESOLUTION NO. 13-015

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
AUTHORIZING AN AMENDMENT NO. 2 TO THE AGREEMENT FOR FINANCING OF
IMPROVEMENTS OF MCEUEN PARK WITH THE LAKE CITY DEVELOPMENT
CORPORATION (LCDC).

Motion by Kennedy, seconded by McEvers to adopt Resolution 13-015.

DISCUSSION: Councilman Gookin stated that he would be opposing the motion because he does not agree that this is an appropriate use of urban renewal dollars. He explained that when legislation has been introduced in support of urban renewal, there has never been an argument that these funds can be used to fund a project that could otherwise be put to the voter. He believes that this project should have been funded by a public bond vote.

ROLL CALL: Gookin No; Kennedy Aye; Edinger No; Adams No; McEvers Aye; Goodlander Aye. Motion carried with the Mayor's tiebreaking vote in the affirmative.

Mr. Dobler stated that the City received six bids for this project. Bids included a base bid amount and nine alternatives, seven additive and two deductive. The lowest responsive bidder was determined by the inclusion of the alternatives previously placed in priority order. The low responsive bidder is Contractors Northwest, Inc. (CNI). Their base bid was \$14,621,000, with the inclusion of deductive Alternate No. 2, Additive Alternate No. 3, and Additive Alternate No. 7, for a total sum of \$ 14,809,800.

This amount will provide a project budget balance of \$600,000 unencumbered dollars after the bid is awarded. Staff's recommendation is to award the bid to CNI.

Councilman Gookin asked for clarification regarding the financial analysis, and if the City would borrow from next year's budget and if that would be problematic for binding future Councils. Mr. Dobler stated that they would be spanning over two fiscal years for the Overlay Fund and the Parks Capital Improvement Fund. City Attorney Mike Gridley stated that if it is paid within the year, it would be within the budget. Mr. Dobler clarified that the funds will be spent within the 409-day contract period. Councilman Kennedy clarified that the current Council will be setting the budget for next fiscal year. Councilman Gookin clarified that his concern is that this will commit funds from another year's budget, and does not believe that the City can budget out over time. Mr. Dobler stated that this is how many of the large scale past projects have been funded. Mayor Bloem asked if the recent decision to purchase land from the School District would be an example of how the City can obligate funds. Councilman Kennedy stated that the City could get out of a contract by changing it mid-stream; however, that would be legally problematic and lawsuit-based. Mr. Dobler reiterated that some of the City's large roadway projects are contracts the City enters into in one fiscal year, committing funds from the next fiscal year. Councilman Gookin stated that he appreciated the answer but does not agree with the practice.

Councilman Gookin noted that the Contract references "complete" and "substantially complete," and asked for clarification regarding the difference between the two items. Mr. Dobler stated that substantially completed items are useable but may have a punch list of items that need correction, such as a crack in the concrete, and completed items have no punch list as they are accepted as done by the City. Councilman Gookin asked who checks that the Contract is employing 95% bona fide Idaho residents. Mr. Dobler stated that the Contractor has the responsibility to meet this state requirement. Councilman Edinger noted that the budget includes \$160,000 in donation, and asked if those funds have been received and asked what the balance of the Parks Capital Improvement Fund and General Funds balances will be after the project budget is removed. Mr. Dobler stated that there has been a donation for the dog park association of approximately \$60,000 and a \$150,000 anonymous donation has been pledged, which the City is confident in receiving. Councilman Kennedy clarified that others have asked to donate and the City may see a desire for more people to donate. Mr. Dobler clarified that the \$950,000 allocated from the Parking Fund has been spent, and has depleted that fund. The Parks Capital Fund has committed \$235,000, which leaves a balance of \$564,000 for both fiscal years, and the fund is supplemented by Impact Fees. Councilman Edinger stated that he understood that Parks Capital Improvement money would be spent at Ramsey Park for the American Legion Field. Mr. Tymesen concurred that there are funds in that account allocated toward the American Legion Field. Mr. Tymesen clarified that the current level of the Fund Balance is difficult to give off the top of his head; however, he will be providing a financial update at the next regularly scheduled Council meeting. He clarified that he was comfortable with the allocation of Fund Balance due to past years' frugality and estimates that after spending of prior obligations, the fund balance will be approximately 12%. He also clarified that time helps in the financing world, as building income may exceed expectations and the City has time to receive more revenue. Councilman Edinger asked if the pending lawsuit would need to come out of Fund Balance. Mr. Tymesen stated that if it needed to be paid out; it would come from Fund Balance, as there are no other budgeted resources. Mr. Dobler thanked Dennis Grant for putting together the project budget.

RESOLUTION NO. 13-014

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ACCEPTING THE BID OF CONTRACTORS NORTHWEST, INC. FOR THE 2013 MCEUEN CONSTRUCTION PROJECT.

Motion by Goodlander, seconded by Kennedy to adopt Resolution 13-014.

DISCUSSION: Councilman Kennedy stated that he has had the pleasure of sitting with Team McEuen over the past months and he was very impressed with their ability to handle the moving parts and details. He stated that the team should be thanked and applauded for the remarkable amount of work they have done. He believes this is a legacy project and that ten years from now the majority of the people would not remember the contention of the project but that they will be enjoying the benefits of the finished park. He further congratulated Parks Director Doug Eastwood for seeing this project through to a successful resolution. Councilman Edinger stated that he will vote against the Contract, and that he has nothing against the design team or CNI. He stated he was glad to see a local contractor awarded the project; however, his objection is that he believes the project should have been voted on by the people. He believes the project was unneeded and it is a lot of money to be spent. Councilman Edinger stated that looking at future maintenance and operation costs concern him. Councilman Goodlander seconded what Councilman Kennedy said, as she has seen the dedication of staff and consultants and the energy they brought forward was great for this project. She appreciates saving jobs within our community and she is ready to get started on the project. She believes that when the park is complete it will be a remarkable place, which happens because people dedicate energy to make them a remarkable place.

ROLL CALL: Gookin No; Kennedy Aye; Edinger No; Adams No; McEvers Aye; Goodlander Aye. Motion carried with the Mayor's tiebreaking vote in the affirmative.

RECESS: Motion by Kennedy, seconded by Goodlander to recess to March 14th at 6:00 p.m. for a Joint Meeting with the North Idaho College Board of Trustees at the Library Community Room. Motion carried.

The meeting adjourned at 5:33 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod
City Clerk

RESOLUTION NO. 13-016

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 CHANGE ORDER NO. 1 TO THE CONTRACT WITH RC WORST & CO., INC. FOR LANDINGS WELL PUMP REHABILITATION PROJECT; APPROVING THE PURCHASE OF TWO UTILITY VEHICLES FROM LAKE CITY FORD FOR THE WATER DEPARTMENT; APPROVING A LEASE AGREEMENT WITH GARY STINNETT (PORKY G'S) FOR MEMORIAL FIELD CONCESSIONS; APPROVING AN AGREEMENT WITH ROW, INC. FOR LAKE ACCESS FROM THE EAST END OF INDEPENDENCE POINT FOR KAYAK GUIDED TOURS; AND APPROVAL OF SS-7-12, BELLE STARR SUBDIVISION, FINAL PLAT, AND SUBDIVISION AGREEMENT AND SECURITY APPROVAL.

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

- A) Approving Change Order No. 1 to the contract with RC Worst & Co., Inc. for Landings Well Pump Rehabilitation Project;
- B) Approving the purchase of two utility vehicles from Lake City Ford for the Water Department;
- C) Approving a Lease Agreement with Gary Stinnett (Porky G's) for Memorial Field Concessions;
- D) Approving an Agreement with ROW, Inc. for lake access from the east end of Independence Point for kayak guided tours;
- E) Approval of SS-7-12, Belle Starr Subdivision, Final Plat, and Subdivision Agreement and Security Approval;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through E" 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 19th day of March, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 11, 2013
FROM: Terry W. Pickel, Assistant Superintendent
SUBJECT: Change order for Rehabilitation of the Landings Well Pump

DECISION POINT:

Staff requests Council approval of a change order for the Rehabilitation of the Landings Well Pump to RC Worst & Co., Inc.

HISTORY:

The Landings Well Rehabilitation Project was bid out as part of the Water Department's bi-annual maintenance program with RC Worst & Co as low bidder. The Landings Well was chosen for this budget cycle as staff suspected that there may have been a leak in the original down hole gas chlorination line previously used for disinfection when the pump is running. This line has since been taken out of service with the installation of the new onsite chlorine generator. The pump has recently been pulled and the last fifty-five feet of pump column has been damaged by a chlorine solution leak. It was unexpectedly revealed that the original installation had some other irregularities as well. The internal spider bearings which support and align the pump shafts show excessive wear indicating improper installation. Two of the stainless steel lineshafts were subsequently damaged as well as shaft couplings of a dissimilar metal used which are showing increased signs of degradation. The 500 Hp motor will also require some additional repairs. A video inspection of the well was performed which fortunately indicated that there was no damage to the well casing.

FINANCIAL ANALYSIS:

The Water Department provided funds of \$67,500.00 in the 2012–2013 budget for rehabilitation of the Landings Well pump. Specifications were generated and sealed bids were solicited and as mentioned the bid was awarded to RC Worst & Co. The bid included alternate bid items for possible replacement of columns, bronze spider bearings and stainless steel lineshafts. Replacement of the shaft couplings and some additional repairs to the motor outside of the original scope that were not anticipated in the alternate bid schedule will be necessary. The proposed change order costs are as follows; column replacement at \$5,875.00, bronze spider bearing replacement at \$8,910.00, stainless steel lineshaft replacement at \$2,270.00, shaft coupling replacement at \$2,550.00 and motor repairs at \$2805.00. Typically, since the shaft couplings are included with the replacement shafts, there would be no additional costs. However, since we are replacing only the incorrect carbon steel couplings with the appropriate stainless steel couplings, we have requested the additional quote for this purpose. The 500 Hp electric motor had some unexpected and unusual wear in the shaft and bearing carrier keyways as well as the anti-spin plates and may be attributable to the irregularities in the pump installation as well. The total change order requested is in the amount of \$22,410.00 which would bring the total contract amount to \$62,388.41.

PERFORMANCE ANALYSIS:

Typically the pumps will last for an average of 20 years with regular maintenance and minor repairs. With the existing 9 wells and the future well on Atlas, the wells will be on a 20 year maintenance cycle. Occasionally, as is evident with the discovery of the damage and irregularities at the Landings Well, we will have to shift some maintenance schedules to ensure that we minimize the chances of failure. Landings, in its current condition, would have failed long before the 20 year average expected life cycle. And per Murphy's Law, failure often occurs during the highest demand when you need it most. By replacing the damaged components and returning the pump to its original specifications, we will have averted this potential failure at least.

DECISION POINT/RECOMMENDATION:

Water Department staff requests a recommendation that Council approve a change order of \$22,410.00 for the Landings Well Pump Rehabilitation Project to RC Worst & Co., Inc.





R.C. Worst & Company Inc.
 625 Best Avenue
 Coeur d'Alene, ID 83814

SALE QUOTATION

Quote Number: 22507
Quote Date: 03/01/2013
Quote Valid Until: 04/30/2013
Account Number: C100832

CUSTOMER
Coeur d Alene Water Department 3820 Ramsey Rd Coeur d'Alene, ID 83815

SHIP TO
7838 N. Atlas Rd. Coeur d'Alene, ID 83814

Refenence: 304SS shaft couplings
 Terms: Net 30 Days

Sales Person: Scott Jessick
 Ship Via:

Item Number	Description	Quantity	Unit Price	Total
Replace Carbon Steel Shaft Couplings With 304SS				
TMP	2-3/16" 304SS Shaft Coupling	34.00	\$75.00	\$2,550.00
Additional Motor Work Per K&N Electric Recommendation				
TMP	ADDITIONAL REQUIRED REPAIRS	1.00	\$2805.00	\$2,805.00
			Subtotal	\$5,355.00
			Misc	\$0.00
			Freight	\$0.00
			Sales Tax	\$0.00
			Total	\$5,355.00

CHANGE ORDER

No. 1

PROJECT Landings Well Rehab

DATE OF ISSUANCE March 20, 2013 EFFECTIVE DATE March 21, 2013

OWNER City of Coeur d'Alene Water Deartment

Owner's Contract No. _____

CONTRACTOR RC Worst & Co., Inc.

ENGINEER N/A

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price

Original Contract Times

\$ 39,978.41

Substantial Completion: 90 Calendar days
Ready for final payment: _____
days or dates

Net change from previous Change Orders No. _____ to No. _____

Net change from previous Change Orders No. ____ to No. _____

\$ N/A

_____ days

Contract Price prior to this Change Order

Contract Times prior to this Change Order

\$ 39,978.41

Substantial Completion: _____
Ready for final Payment: _____
days or dates

Net Increase (decrease) of this Change Order

Net Increase (decrease) of this Change Order

\$ 22,410.00

\$ _____

Contract Price with all approved Change Orders

Contract Times with all approved Change Orders

\$ 62,388.41

Substantial Completion: 90 Calendar days
Ready for final payment: _____
days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: March 11, 2013
FROM: Terry W. Pickel, Assistant Water Superintendent
SUBJECT: Approval of purchase of 2 new utility vehicles

=====

DECISION POINT: Staff requests Council approval for the order of two new work vehicles from the Lake City Ford to replace two ten plus year old utility vehicles.

HISTORY: The Water Department has an established annual rolling stock replacement program designed to continually update the fleet, provide as much versatility as possible, and most importantly, meet the safety needs of rapidly changing work loads and our environment. Utility vehicle fleets should meet or exceed the standard efficiency requirements of our industry and must evolve to provide the ultimate service at the lowest operating costs possible. The plan provides for vehicle and equipment replacement after 10 years or 100,000 miles of service life, depending on severity of duty. As part of this ongoing plan, staff is proposing to replace two pickups. One pickup is used for locates and as a backup for water quality sampling. The other pickup is used for construction project inspections and the cross connection control program.

FINANCIAL ANALYSIS: The Water Department currently has budgeted \$55,000 for vehicle replacement for fiscal year 2013. As a basis on which to compare local quotes, staff reviewed the 2013 Idaho State Vehicle Contract which included one local dealer, Robideaux Motors. Staff then solicited quotes directly from local dealers Lake City Ford, Knudtsen Chevrolet and Midway Chrysler with two responses received. Staff proposes to purchase the pickups, a 2013 F150 short box pickup at \$21,213.00 and a 2013 F150 long box pickup at \$21,475.00 from Lake City Ford. Knudtsen Chevrolet provided quotes of \$23,762.00 and \$24,784.00 respectively. Midway Chrysler did not respond to quote inquiries. State Contract prices for comparative vehicles were: \$21,378.95 and \$22,415.26 from Robideaux Motors, \$21,531.19 and \$21,778.85 from Goode Motors Ford, and \$21,779.87 and \$22,817.20 from Edmark Chevrolet. The State Contract prices used for comparison reflect an additional 1.5% administrative fee required for purchasing through the State Contract.

PERFORMANCE ANALYSIS: Utilizing the State Bid to establish purchasing criteria offers several advantages for the City. Specifically, the State Bid has already performed all of the administrative work required to bid, evaluate and award contracts to Chevrolet, Chrysler/Dodge, Ford and GMC vendors statewide. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves at least 10 to 15 hours in staff time and offers the most cost effective and quality vehicles to the City. The City can use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible. For the previous 3 years, the local vendors have been able to compete as was the case this year as well.

DECISION POINT/RECOMMENDATION: Staff requests Council approval for the purchase of two utility vehicles for the Water Department from Lake City Ford for the budgeted rolling stock replacement program.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: March 11th, 2013
From: Steve Anthony, Recreation Director
SUBJECT: MEMORIAL FIELD CONCESSION LEASE AGREEMENT

DECISION POINT:

Does the General Services Committee want to recommend to the City Council the approval of Memorial Field Concession lease to Gary Stinnett (Porky G'S?)

HISTORY:

Ruth Barker had leased the Memorial Field Concession Stand for the last 12 years. The Concession Stand has provided a tremendous service for the users of both Memorial Field and the City Park. She has decided not to renew her lease. For over 60 years the concession stand at Memorial Field has serviced all events at Memorial field and the north side of City Park. Porky G's had a one year contract for the 2012-13 Season.

FINANCIAL ANALYSIS:

Porky G's will pay the City \$3,375.00 for the 2013-14 seasons. In addition Porky G's will pay all electricity costs association with operation of the concession stand.

PERFORMANCE ANALYSIS:

Porky G's will operate the Concession Stand during all activities at Memorial. They will also stay open to service events at City Park. They plan on expanding the menu offering different varieties of barbecue sandwiches.

DECISION POINT / RECOMMENDATION

Staff recommends that Gary Stinnett (Porky G's be granted a one-year lease at Memorial Field. Does the General Services Committee want to forward a recommendation to the City Council to a lease agreement with Gary Stinnett for the Memorial Field Concession to expire April 1, 2014?



1527 NW Boulevard - Couer d'Alene ID
208-665-0044

Memorial Field Concession Bid Proposal:

Date: April 2013 – March 2014

Hours of Operation before Memorial Day: All field events according to provided schedule. We will open two hours before said scheduled event and remain there throughout the event closing an hour after the event.

Hours of Operation Memorial Day Weekend-Labor Day Weekend: 10:00 a.m. – 8:00 p.m. 7 days a week

Mode of Operation: Provide the highest quality of food to all people and remain accommodating to their needs with respect and courtesy. No alcohol clause according to lease agreement. Customer Service is Number One!

Trash and Refuge Removal: Trash will be placed in a dumpster provided by the city on a regular basis

Staffing Plan: All staff are Food Handlers certified. Staffing will be according to need with Porky G uniforms.

Liability Insurance Requirements: 2 Billion dollar umbrella policy on file

Bid Amount: 1 year lease *(To be paid in full April 1, 2013)* \$3375.00

LEASE

THIS LEASE, made and dated this day of February, 2013, by and between the **City of Coeur d'Alene**, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "Lessor," and **Gary Stinnett**, 1527 NW Boulevard, Coeur d'Alene, Idaho, hereinafter referred to as the "Lessee,"

W I T N E S E T H:

WHEREAS, the Mayor and City Council of the City of Coeur d'Alene deem it advisable and for the best interests of the City and the citizens thereof that the concession stand at Memorial Field consisting of 236.5 square feet as shown on the drawing attached hereto as Exhibit "A" and incorporated herein by reference be operated for the sale of:

- 1) Refreshments, including food, candy and soft drinks (but not alcoholic beverages); and
- 2) Non-food items specifically limited to baseball cards, pennants, hats, sunscreen, and sunglasses.

WHEREAS, it is not practicable for the City to operate such a concession stand;

NOW, THEREFORE, the Lessor does hereby let and set over to the Lessee the concession stand at Memorial Field.

TERM: The term shall commence on **April 1, 2013** and extend to **April 1, 2014**.

CONSIDERATION: As rental therefore, the Lessee shall pay to the Lessor **Three Thousand Three Hundred and Seventy Five and No/100 Dollars (\$3,375.00)**, payable in full on April 1st of 2013. Lessee will be responsible for utility costs during the term of this lease.

LIABILITY INSURANCE: The Lessee agrees to hold the Lessor harmless from all claims for injury to person or property resulting from Lessee's actions or omissions in performance of this contract and to that end shall maintain liability insurance naming the City as one of the insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The Lessee agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the Lessee fail to maintain such insurance during the entire term hereof, the Lessee shall indemnify the Lessor against any loss resulting to the Lessor from such failure, either by way of compensation or additional premium liability. The Lessee shall furnish to the Lessor, prior to commencement of the work, such evidence as the Lessor may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the Lessor, a surety bond in an amount sufficient to make such payments.

The Lessee shall furnish the Lessor certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

TIME OF OPERATION: It is agreed that the Lessee shall operate said concession stand during all sporting activities after the hour of 6:00 o'clock p.m. during the term of this lease, said operation to continue to the conclusion of such events. The Lessee, however, shall have the option, if lessee so desires, to operate such concession stand at any other time during the term of this lease except between the hours of 11:00 o'clock p.m., and 7:00 o'clock a.m.

MODE OF OPERATION: It is understood and agreed that the Lessee shall not dispense alcoholic beverages and shall operate such concession stand in a businesslike, sanitary manner and in conformity with the laws of the United States of America, the state of Idaho, and the ordinances of Kootenai County and the City of Coeur d'Alene, and at the end of the term of this lease shall turn over possession of the leased premises to the Lessor in as good a condition as now exists.

It is understood that the Lessee may sell refreshments and such non-food items as are specifically set forth on page one above.

It is further understood that it is the duty of the Lessee to maintain the leased premises and keep the concession stand in a good state of repair at its own expense.

It is also understood that Lessee will not dispense drinks in glass containers.

REFUSE: Lessee agrees not to dispose of refuse at a City maintained trash receptacle. Refuse must be removed from the concession stand and disposed of at Lessee's expense. Lessee must keep the concession stand and the immediately surrounding area clean at all times.

NON-TRANSFERABLE: Lessee understands and agrees that this lease cannot be transferred, conveyed or otherwise encumbered without the express written consent of the City.

STAFFING REQUIREMENTS: It is understood that Lessee's employees are required to be courteous and informed about the community so as to assist with questions from tourists and other park users, i.e., to know the immediate area including but not limited to North Idaho College, the Coeur d'Alene Resort, Tubbs Hill, McEuen Field, and the City Hall.

It is further understood that Lessee's employees must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo and pants or approved shorts. It is not permissible to operate the concession while attired in swimwear.

PUBLIC HEALTH DEPARTMENT PERMIT: Prior to operating the concession stand, the Lessee shall obtain all health permits required by law and file a copy with the City Clerk prior to operation of the concession stand.

TIME IS OF THE ESSENCE: Time is of the essence of this agreement.

LESSOR'S OPTION TO TERMINATE LEASE WITHOUT CAUSE: Lessor may at any time after ten (10) days written notice terminate this lease and retake possession of the leased space

upon payment to the Lessee of the prorated, unearned portion of the lease payment. Notice of termination under this provision will be given in the same manner as notification of termination in case of default.

FORFEITURE: It is understood that time is of the essence and should the Lessee fail to perform all of the covenants herein required of her, the Lessor may declare this lease forfeited, retake possession of the concession stand, and retain as liquidate damages all improvements made by the Lessee, together with all monies and rentals paid as consideration for this lease; provided, however, that before declaring such forfeiture, the Lessor shall notify the Lessee in writing of the particulars in which the Lessor deems the Lessee to be in default and the Lessee shall have seven (7) days to remedy her default.

NOTICE: Any notice, including notice of default resulting from failure to perform, will be made by placing the written particulars in the United States mail addressed to Lessee at the address listed above with proper postage affixed. Any notice required to be given to the City will be written and deemed received by the City when personally delivered to the office of the City Clerk, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814. In lieu of service by mail, a notice of default and/or termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Lessor has hereunto set her hand and seal the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

INDIVIDUAL

Sandi Bloem, Mayor

Gary Stinnett

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19TH day of March, 2013 before me, a Notary Public, personally appeared **Sandi Bloem and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

* * * * *

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2013 before me, a Notary Public, personally appeared **Gary Stinnett**, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he voluntarily executed the same.

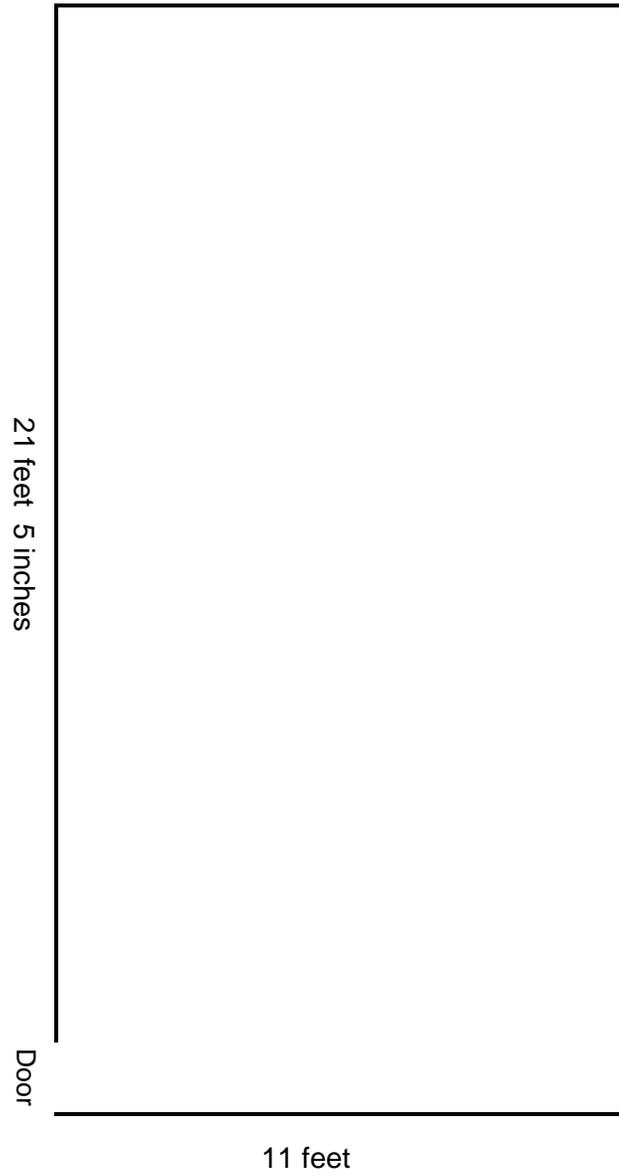
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT "A"

Memorial Field Concession Stand
236.5 square feet

Service Window – Front



**GENERAL SERVICES
STAFF REPORT**

March 11th, 2013

From: Doug Eastwood, Parks Director

Subject: Request for 3-year agreement to Use Independence Point Beach to Launch for Kayak Tours and Paddle Board Tours

Decision Point: The Park and Rec Commission has recommended to General Services that the City Council to enter into an 3-year agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours. This was done on a trial basis in 2010, with an extension of agreement granted in 2011 and 2012. We did not receive any complaints during the 2010, 2011 or 2012 seasons. The agreement can be terminated without cause by the city if it proves to be a problem for the beach users or the boating traffic. Terms of use are described in the attached agreement.

History: We allowed this service during the 2010, 2011 and 2012 seasons and the response indicates that it is a successful service. Kayak tour launchings are also conducted near North Idaho College and the BLM property on the south side of the Spokane River and possibly other public or private locations.

Financial Analysis: There is no cost to the City to allow the use; however since it is a commercial venture we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund.

Performance Analysis: This creates another water sport activity for residents and tourists. Kayaking and paddle boarding is growing in popularity. This is only guided tours and the tours are complete with all necessary safety equipment and instructions.

Decision Point: Recommend that the City Council to enter into an 3-year agreement with ROW Adventures for this activity.

AGREEMENT

THIS AGREEMENT, made and entered into this **19th day of March, 2013** between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho ("City"), and **ROW, Inc., dba ROW Adventures ("ROW")** with its principal place of business at 202 E Sherman Ave, PO Box 579, Coeur d'Alene, Idaho 83814.

WITNESSETH:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak and paddle board tours from the location identified on Exhibit A attached.

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, ROW shall provide kayak and paddle board tours according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employees" shall include guides and support staff hired by ROW for the tours.

Section 2. Community Relations: ROW agrees that their employees will be courteous and informed about the community and will assist with questions from participants.

Section 3. Appropriate Equipment: ROW will provide appropriate equipment and gear to each participant.

Section 4. Staffing: ROW guides will be proficient in kayaking and paddle board lessons for people of all skill levels and will be proficient in water rescue and safety. ROW agrees that their employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Approval must be received from the Parks Director.

Section 5. Access Times: ROW can access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m. except on weekends between June 15 and August 31 when ROW cannot access the beach between the hours of noon and 4:00 p.m. ROW also understands that they cannot interfere with the public use of the any part of the Independence Point Beach. ROW will not be allowed to leave a vehicle at the loading / unloading site for any period longer than 30 minutes.

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceed 21 people or 14 kayaks or paddle boards at any one time unless they have prior written approval from the Parks Director for a specific date and time that will exceed those numbers. ROW will provide one guide for every six participants.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission and within the scope of a health permit.

Section 8. Non-food Items: Sunscreen will be the only non-food item allowed for sale. Sale of any other items must have written approval from the Parks Director.

Section 9. Trash: ROW agrees not to dispose of their trash at a City maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and or construction projects to the City's parks, parking lots, beach and/or waterfront, which may interfere with ROW's operation. ROW specifically waives any claims for lost profit, incidental or consequential damages against the City resulting from any of the conditions or projects listed in this section. ROW further acknowledges that the conditions or projects listed in this section may result in the City revoking this permit as provided in Section 23.

Section 11. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other activities on the beach area.

Section 12. Worker's Compensation: ROW agrees to maintain worker's compensation coverage on all employees during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should ROW fail to maintain such insurance during the entire term hereof, ROW shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW shall furnish to the City, prior to the granting of a permit, such evidence as the City may require affirming worker's compensation coverage or in the alternative submit an affidavit stating that all employees have worker's compensation coverage as required by Idaho law.

Section 13. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this permit or the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees.

Section 14. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak tours.

Section 15. Term: The City shall permit kayak tours from Independence Point Beach to ROW for three (3) seasons. Those seasons being April 1, 2013 to October 30, 2013; April 1, 2014 to October 30, 2014; and April 1, 2015 to October 30, 2015 for the location described.

Section 16. Consideration: ROW shall in consideration for the permit pay the sum of 5% of gross income from kayak and paddle board tours to the CDA Parks Department within 30 days after the end of the season.

Section 17. No Alcohol: ROW agrees they will not allow their employees or customers to consume any alcohol or alcoholic beverages on the Independence Point beach or other CDA park properties.

Section 18. City Ordinances: ROW shall abide by all City ordinances and resolutions.

Section 19. Glass Containers: ROW agrees not to use, or allow their customers to use, glass containers on public property during tours.

Section 20. Violation of Regulations: ROW agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution and/or in the revocation of the permit, forfeitures of the full consideration, and ROW may not be allowed resubmit a proposal for a period of three (3) years.

Section 21. Non-transferable: ROW also agrees and understands the permit site cannot be transferred to another vendor without permission of the City.

Section 22. No Truck Parking: Except for parking in lawfully designated parking spaces neither ROW nor their agent (s) or employees shall park trucks or other vehicles adjacent to the curb for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this agreement.

Section 23. City's Option to Terminate Permit: The City may at any time after ten (10) day's written notice terminate this permit and retake possession of the space. Fees owed to date will be paid by ROW on a prorated basis covering the 5% of gross tours to date of termination. The notice of the exercise by the City of its option to terminate the permit for no cause shall be given in the same manner as notice of termination in case of default.

Section 24. Forfeiture of Permit: It is understood that time is of the essence and should ROW fail to perform all of the covenants herein required of them, the City may declare the permit forfeited, ROW shall cease operation of the location. However, that before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 25. Notice: Any notice including notice of default resulting from failure to perform shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided, with proper postage affixed. 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. In lieu of service by mail, a notice of default and/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).

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and ROW have caused the same to be signed, the day and year first above written.

CITY:
CITY OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

LESSEE:
PETER GRUBB
dba ROW Adventures (ROW)

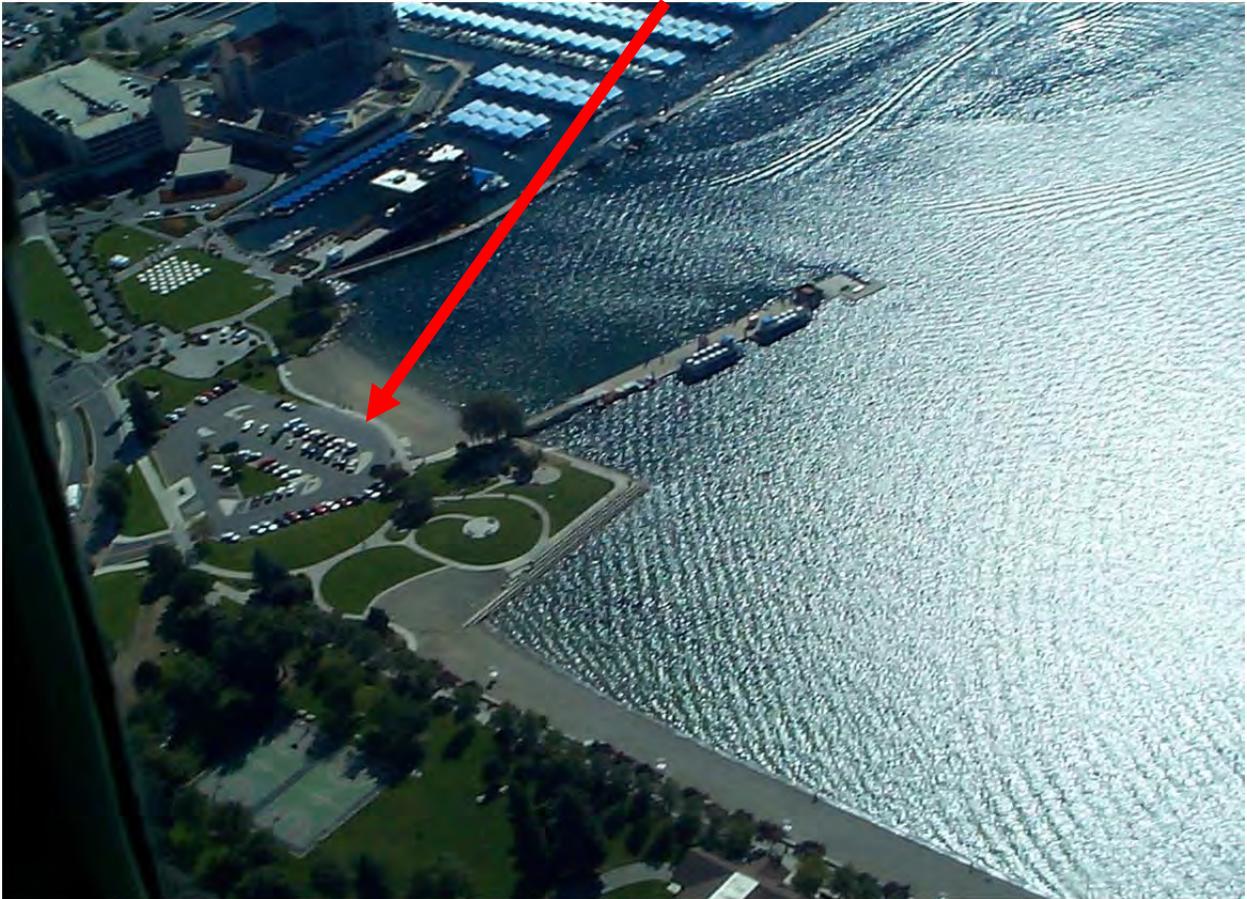
By: _____
Sandi Bloem, Mayor

By: _____
Peter Grubb

By: _____
Renata McLeod, City Clerk

EXHIBIT "A"

Access Point



**CITY COUNCIL
STAFF REPORT**

DATE: March 19, 2013
FROM: Christopher H. Bates, Engineering Project Manager *CB*
SUBJECT: Belle Starr Subdivision: Final Plat, Subdivision Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document.
2. City Council approval of the accompanying subdivision agreement and agreement security.

HISTORY

- a. Applicant: Don Brasher
7209 Eddyville Road
Harrison, ID 83833
- b. Location: In the Bellerive Subdivision on Bellerive Lane, adjoining the Spokane River.
- c. Previous Action:
 1. Preliminary plat approval, CdA Planning Commission, October 2012.

FINANCIAL ANALYSIS

The developer is required to install one (1) sanitary sewer lateral service, and, one (1) domestic water service in order to complete the public utility services to the lots. He has provided the subdivision agreement and cash security to insure the installation of those facilities, and, will have them installed by September 2013.

PERFORMANCE ANALYSIS

This plat is a re-subdivision of Lot 6, Block 1 of the Bellerive subdivision from one lot into four lots. The utilization of the subdivision agreement will allow the developer to receive final approval and proceed with recordation of the plat document. Final platting will also enable the developer to sell the subject lots, however, building permits will not be available until the noted improvements have been installed.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision agreement and agreement security.

BELLE STARR SHORT PLAT

A REPLAT OF LOT 6, BLOCK 1, BELLERIVE 1ST ADDITION
 BEING A PORTION OF GOVT LOT 8 IN THE SOUTHWEST 1/4 OF
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.,
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO
 SHEET 2 OF 2

OWNERS' CERTIFICATE AND DEDICATION

WE, THE UNDERSIGNED, AS HEAVENLY ENDOWED, KNOWERS OF THE PROPERTY
 HEREIN DESCRIBED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE
 LAND AND THE LAND ENGRAVED BY THIS PLAT, TO BE KNOWN AS "BELLE STARR SHORT PLAT," SAID
 LAND BEING DESCRIBED AS FOLLOWS: LOT 6, BLOCK 1, BELLERIVE 1ST ADDITION, ACCORDING TO THE PLAT
 RECORDED IN BOOK "K" OF PLATS AT PAGES 132 AND 133A-B, RECORDS OF KOOTENAI COUNTY, IDAHO, ALSO
 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 1, BELLERIVE 1ST ADDITION, ACCORDING TO THE
 PLAT RECORDED IN THE OFFICE OF THE KOOTENAI RECORDER, IN BOOK "K" OF PLATS, PAGE 132,
 THENCE SOUTH 36°13'38" WEST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 165.80 FEET TO THE
 SOUTHWEST CORNER OF SAID LOT;

THENCE SOUTH 56°27'56" EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 238.87 FEET TO THE
 SOUTHEAST CORNER OF SAID LOT;
 THENCE NORTH 36°13'38" EAST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 182.34 FEET TO THE
 NORTHEAST CORNER OF SAID LOT;

THENCE NORTH 88°34'16" WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 187.33 FEET TO THE
 BEGINNING OF A 3317.00 FOOT RADIAL CURVE TO THE RIGHT;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
 093°55'59" AN ARC LENGTH OF 52.09 FEET TO THE POINT OF BEGINNING;

SITUATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, EDGE MERIDIAN,
 KOOTENAI COUNTY, IDAHO.

CONTAINING 41,477.82 SQUARE FEET OR 0.85 ACRES, MORE OR LESS.

DOMESTIC WATER SERVICE FOR THIS SHORT PLAT WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE;

SANITARY SEWER SERVICE FOR THIS SHORT PLAT WILL BE PROVIDED BY THE CITY OF COEUR D'ALENE;

PER THE PLAT OF BELLERIVE 1ST ADDITION, UTILITY EASEMENTS AS SHOWN HEREON ARE RESERVED FOR THE
 CONSTRUCTION, RECONSTRUCTION, MAINTENANCE AND OPERATION OF FRANCHISED UTILITIES AND ARE GRANTED
 TO THE RESPECTIVE UTILITIES AND ARE NOT TO BE INTERFERED WITH BY THE CONSTRUCTION, MAINTENANCE AND OPERATION OF STAKE
 PILES WHICH MAY INTERFERE WITH THE CONSTRUCTION, MAINTENANCE AND OPERATION OF STAKE.

TRACTS "A" AND "B" HAVE BEEN PREVIOUSLY DEDICATED PER THE PLAT OF BELLERIVE AND THE PLAT OF
 BELLERIVE 1ST ADDITION;

CERTIFICATES OF OCCUPANCY WILL NOT BE ISSUED FOR ANY DEVELOPMENT WITHIN THIS SHORT PLAT UNTIL
 ADEQUATE FIRE FLOWS ARE PROVIDED;

CERTIFICATES OF OCCUPANCY WILL NOT BE ISSUED FOR ANY DEVELOPMENT WITHIN THIS SHORT PLAT UNTIL
 SANITARY SEWER SERVICE IS PROVIDED;

FOR THE PLAT OF BELLERIVE 1ST ADDITION, PEDESTRIAN WALKWAYS LOCATED ON THE EASEMENT ARE AS
 SHOWN HEREON SHALL BE A MINIMUM OF FOUR (4) FEET IN WIDTH. NO GATES OR OTHER OBSTRUCTIONS ARE
 ALLOWED ON THE PEDESTRIAN WALKWAYS.

PER THE PLAT OF BELLERIVE 1ST ADDITION, THE DRAINAGE EASEMENT SHOWN HEREON HAS BEEN GRANTED TO
 THE BELLERIVE HOMEOWNERS ASSOCIATION.

ALL OTHER CONDITIONS AND REQUIREMENTS PERTAINING TO THE PLATS OF BELLERIVE AND BELLERIVE 1ST
 ADDITION ARE APPLICABLE TO THIS SHORT PLAT.

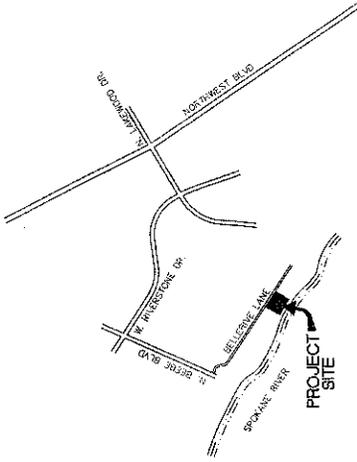
BELLE INVESTMENTS, LLC

WELLS FARGO BANK, NATIONAL ASSOCIATION

ACKNOWLEDGMENT

STATE OF IDAHO) S.S.
 COUNTY OF KOOTENAI)
 I, _____, DATE _____, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT ON THIS _____ DAY OF _____
 BEING BY ME FIRST DULY SWORN, DECLARED THAT HE/SHE IS THE _____ OF _____
 BELLERIVE INVESTMENTS, LLC, THAT HE/SHE SIGNED THE FOREGOING DOCUMENT AS
 MEMBER OF THE CORPORATION, AND THAT THE STATEMENTS HEREIN CONTAINED ARE TRUE.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____



VICINITY MAP
 NO SCALE



BOOK _____ PAGE _____
 INST. # _____

KOOTENAI COUNTY RECORDER

THE PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER IN KOOTENAI COUNTY, STATE OF
 IDAHO, THIS _____ DAY OF _____ AT PAGES _____ AT _____
 THE REQUEST OF _____

KOOTENAI COUNTY RECORDER _____ FILE _____ INSTRUMENT NO. _____

CITY COUNCIL APPROVAL

THIS PLAT OF BELLE STARR SHORT PLAT WAS APPROVED BY THE CITY COUNCIL OF COEUR D'ALENE, IDAHO
 ON _____ DAY OF _____ 20____

MAYOR, CITY OF COEUR D'ALENE _____ ATTEST: CITY CLERK _____

CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVED THE SAME FOR RECORDING. DATED
 THIS _____ DAY OF _____ 20____

ENGINEER, CITY OF COEUR D'ALENE _____

KOOTENAI COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNER'S CERTIFICATE AND
 DEDICATION HAVE BEEN PAID THROUGH _____ DAY OF _____ 20____

KOOTENAI COUNTY TREASURER _____

KOOTENAI COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREON PLAT AND CHECKED THE PLAT COMPUTATIONS
 HEREON AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND
 SURVEYS HAVE BEEN MET. DATED THIS _____ DAY OF _____ 20____

KOOTENAI COUNTY SURVEYOR _____

SURVEYORS CERTIFICATE

I, DAVID M. SEESE, PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE
 PLAT OF BELLE STARR SHORT PLAT AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE
 LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES AND CORNERS ARE SHOWN AS SHOWN ON THE PLAT.



DATE: 10/31/12	SCALE: N/A
DRAWN BY: DMS	SURVEYED BY: WDR
CHECKED BY: DAN	SHEET: 2 OF 2
JOB NO. 12-0004	

**BELLE STARR SHORT PLAT
 SUBDIVISION**

Taylor Engineering, Inc.
 CIVIL ENGINEERING AND SURVEYING
 1000 N. 1st Street, Boise, Idaho 83702
 Phone: (208) 645-1665 FAX: (208) 645-0551

BELLE STARR SHORT PLAT

A REPLAT OF LOT 6, BLOCK 1, BELLEVUE 1ST ADDITION
 BEING A PORTION OF GOV'T LOT 8 IN THE SOUTHWEST 1/4 OF
 SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, B.M.
 CITY OF COEUR D'ALLEN, KOOTENAI COUNTY, IDAHO
 SHEET 1 OF 2

BOOK _____ PAGE _____
 INST. _____



FOUND 2.5" ALUM
 MARKS PER
 CP# 218835

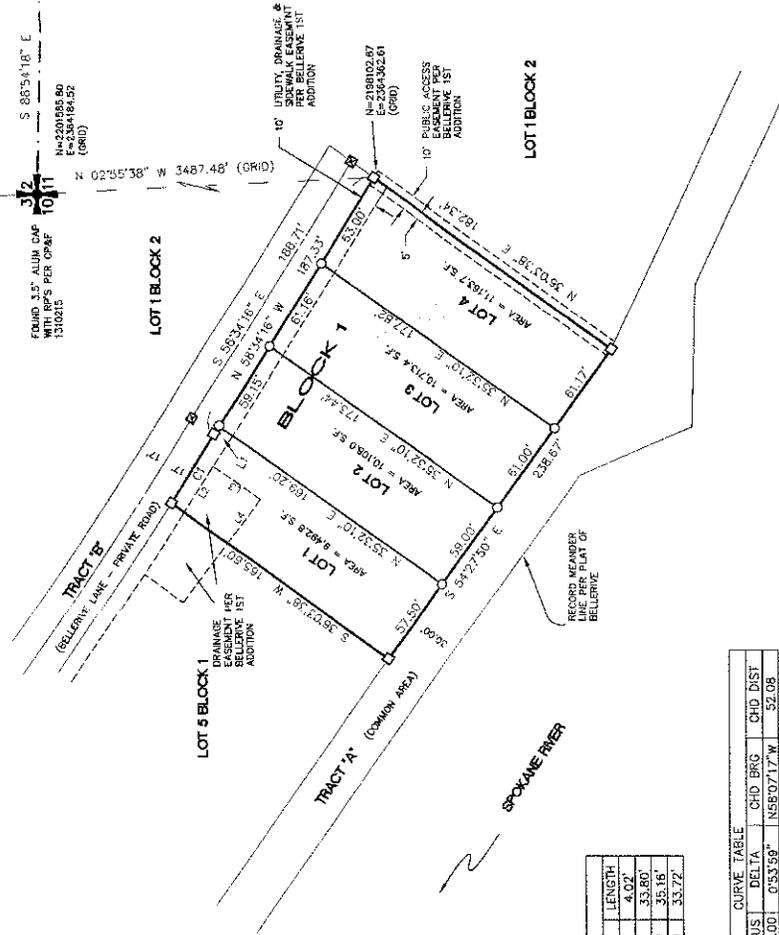
N=2201531.73
 E=2366808.34
 (GRID)

FOUND 5/8" BRASS
 MARKS PER
 CP# 1310215

S 85°54'18" E 2672.31' (GRID)

N=2201585.80
 E=2364184.52
 (GRID)

N 02°35'38" W 3487.46' (GRID)



LINE	BEARING	LENGTH
L1	S58°34'18" E	4.07'
L2	S57°37'05" E	33.80'
L3	S38°03'38" W	35.15'
L4	N63°58'22" W	33.72'

CURVE	LENGTH	RADIUS	DELTA	CHD BRG	CHD DIST
C1	52.08	3317.00	0°53'59"	N58°07'17" W	52.08

LEGEND

- FOUND 5/8" BRASS WITH PLASTIC CAP MARKED "PLS 4346" AT LOT CORNERS.
- ▣ FOUND 2.5" ALUMINUM CAP MARKED "PLS 4346" AT LOT CORNERS PER PLAT OF BELLEVUE 1ST ADDITION.
- FOUND 5/8" BRASS WITH ORANGE PLASTIC CAP MARKED "SESS PLS 13337"

CORNER VISITATION:
 THE MONUMENTS SHOWN AS
 FOUND AND TIED HEREON WERE
 VISITED ON JULY 23, 2012

For Review
Joe O'Neil
11/2/12



BASIS OF BEARING:

CEASTIC NORTH BASED UPON IDAHO STATE PLANE GRID COORDINATES. WEST ZONE MERSER. A CORNER ADJUSTMENT SCALE FACTOR OF 1.0009879 WAS DERIVED TO ADJUST FROM STATE PLANE GRID VALUES TO UNADJUSTED GROUND. A AT THE NORTHEAST CORNER OF THIS SUBDIVISION AT AN ELEVATION OF 2142.25 FEET (NAVD88).

NOTES:

- UNLESS OTHERWISE STATED, ALL COORDINATES, BEARINGS, AND DISTANCES SHOWN ARE GRADE VALUES.
- PER TITLE COMMITMENT #600-16931 ISSUED BY NORTH IDAHO TITLE INSURANCE, DATED JULY 10, 2012, THE FOLLOWING MATTERS AFFECT THIS PLAT:
- 1. ADVERSE CLAIMS THAT PORTIONS OF THE PROPERTY HAVE BEEN CREATED BY ARTIFICIAL MEANS, ADDITION OR AVOIDANCE OF INTEREST, AND GENERAL PUBLIC TO ANY PORTION LYING BELOW ORDINARY HIGH WATER, ENCUMBRANCES PER BOOK 116, PAGE 336, EASEMENT IS BRACKET IN NATURE.
- 2. ENCUMBRANCES PER BOOK 116, PAGE 336, EASEMENT IS BRACKET IN NATURE.
- 3. BRIDGE CONSTRUCTION EASEMENT PER BOOK 210, PAGE 190.
- 4. STORM AND SANITARY SEWER EASEMENT PER BOOK 236, PAGE 133.
- 5. STORM AND SANITARY SEWER EASEMENT PER BOOK 236, PAGE 133.
- 6. TELEPHONE EASEMENT PER BOOK 284, PAGE 394. DOES NOT AFFECT SUBJECT PROPERTY.
- 7. TELEPHONE EASEMENT PER BOOK 341, PAGE 681. DOES NOT AFFECT SUBJECT PROPERTY.
- 8. COVENANTS, RESTRICTIONS PER PLAT OF RIVERSTONE, BOOK 7, PAGE 350.
- 9. COVENANTS, RESTRICTIONS PER INST. 1845751.
- 10. COVENANTS, RESTRICTIONS PER INST. 1845751.
- 11. COVENANTS, RESTRICTIONS PER INST. 1845751.
- 12. ANNEAUMENT AGREEMENT PER INST. 1845751.
- 13. COVENANTS, RESTRICTIONS PER INST. 1845751.
- 14. COVENANTS, RESTRICTIONS PER INST. 1845751.
- 15. COVENANTS, RESTRICTIONS PER INST. 1845751.
- 16. COVENANTS, RESTRICTIONS PER PLAT OF BELLEVUE, BOOK 4, PAGE 311.
- 17. COVENANTS, RESTRICTIONS PER INST. 2052465000.
- 18. ENCROACHMENT PER INST. 2052465000.
- 19. ENCROACHMENT PER INST. 2052465000.
- 20. COVENANTS, RESTRICTIONS PER PLAT OF BELLEVUE 1ST ADDITION, BOOK 4, PAGE 103.

DATE: 10/31/12
 SCALE: 1"=50'
 DRAWN BY: DMS
 SURVEYED BY: WOR
 CHECKED BY: DAN
 SHEET: 1 OF 2
 JOB NO. 12-C004

BELLE STARR SHORT PLAT
SUBDIVISION

Taylor Engineering, Inc.
 Civil Design and Land Planning
 1000 S. Main, Suite 100
 COEUR D'ALLEN, IDAHO 83814
 PHONE (888) 684-9465 FAX (208) 686-0281

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this 12 day of March, 2013, between Don Brasher, whose address is 7209 Eddyville Road, Harrison, ID 83833, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Belle Starr short plat, a four (4) lot residential development in Coeur d'Alene, situated in the Southwest 1/4 of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: sanitary sewer lateral service installation and appurtenances, standard one inch (1") water lateral service and appurtenances, and, 345 l.f. of concrete sidewalk, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 30th day of September, 2013. Said improvements are more particularly described on the submitted estimates dated January 2, 2013 from Bailey Foundations, attached as Exhibit "A", and, January 10, 2013 from TERRA Underground, attached as Exhibit "B".

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Eleven Thousand One Hundred Thirty Seven and 50/100 Dollars (\$11,137.50) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "C" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

DEVELOPER

Don Brasher

ATTEST:

Renata McLeod, City Clerk



PO BOX 2316
Hayden, ID 83835
PH 208-659-5894 FX 208-635-5153
brush.terra@gmail.com

Page 1 of 1

To: DON BRASHER
7209 EDDYVILLE RD
HARRISON, ID 83833

Job Name: BELLE STARR SEWER WATER HOOKUPS
Job Location: LOT 1-4 BELLE STARR, BELLERIVE LN, CDA, ID
Phone: 208-765-2314
Date: 1/10/2013

We hereby submit specifications and estimates for:

DESCRIPTION	QTY	UN	UN\$	TOTAL
RESIDENTIAL SEWER AND WATER HOOKUP FOR LOTS 1-4 OF BELLE STARR SHORT PLAT SUBDIVISION PER TAYLOR ENGINEERING DRAWING DATED 10/31/12. THE WORK TO INCLUDE RUNNING THE SEWER SERVICE FROM THE EXISTING SEWER STUB ON THE PROPERTY, AND RUNNING THE WATER SERVICE FROM THE BACK OF THE EXISTING METER LOOP ON PROPERTY. ASSUMES THE CURRENT LOCATION OF THE EXISTING UTILITIES WILL BE SUFFICIENT FOR USE, AND ALL 4 LOTS WILL BE CONNECTED AT THE SAME TIME, WITHOUT ADDITIONAL MOBS. INCLUDES THE CITY OF CDA PLUMBING PERMIT FOR 4 RESIDENTIAL LOTS.				

TOTAL BASE BID

\$5,700.00

BID EXCLUDES: ENGINEERING, SURVEYING, COMPACTION TESTING, DEWATERING, ROCK EXC, LANDSCAPING, HYDROSEEDING, PREVAILING WAGES, SWPP, IMPORT BEDDING TRAFFIC CONTROL, SURFACE RESTORATION, PAVING, CONCRETE, DEMO, SITE WORK NOT EXPRESSED, BONDS, FEES, AND PERMITS
WE PROPOSE hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:

Payable as follows:

Net 30 days. A finance charge of 1 1/2% per month (18% per annum) will be charged on all past due accounts

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

Bailey Foundations

FOOTINGS • WALLS • FLATWORK

Licensed, Bonded & Insured

BID FOR DON BARASTER
RIVERSTONE

5'x345' CITY SIDE WALK

1725⁰⁰ PRICE INCLUDES ALL LABOR
(SET UP, POUR & FINISH)

OWNER (BUILDER) TO PROVIDE ALL CONCRETE,
CONCRETE PUMPING IF NECESSARY, EXCAVATION,
GRAVEL?

APPROX 22 yds CONCRETE


1-2-13

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 698.94
 Rec No 651735
 Date 3-8-13
 Date to City Council: 3-19-13
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service April 15, 2013

Check the ONE box that applies:

_____	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
_____	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
_____	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
_____	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
_____	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
_____	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
_____	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
_____	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 _____	\$

Business Name	<u>The Country Club, LLC</u>
Business Mailing Address	<u>216 E. Coeur d'Alene Ave</u>
City, State, Zip	<u>CDA, ID 83814</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact	<u>Dave or Janet Pulis</u> Business Telephone: <u>676-2582</u> Fax: <u>676-2583</u>
License Applicant	<u>Dave Pulis</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>David M. Pulis</u> <u>Mike K. Lyon</u> <u>David (Jack) Tawney</u>

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

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

[Office Use Only] Amt Pd \$ 275.00
651734
Rec No _____
Date 03-08-13
Date to City Council: 3-19-13

Date that you would like to begin alcohol service April 20

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 checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise yes no Transfer from _____ to _____	\$

Business Name	<u>Bullman's Wood Fired Pizza</u>
Business Mailing Address	<u>Po Box 7540</u>
City, State, Zip	<u>Helena, MT. 59604</u>
Business Physical Address	<u>2385 N. Old Mill Loop</u>
City, State, Zip	<u>Coeur, d' Alene, Id. 83814</u>
Business Contact	<u>MIKE HAMPTON</u> Business Telephone: <u>406-459-5658</u> Fax: _____
License Applicant	<u>Bullman's Wood Fired Pizza</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Michael C. Hampton</u>

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

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

[Office Use Only] Amt Pd 25-
 Rec No 651042
 Date 03-07-2013
 Date to City Council: 03-19-13
 Reg No. _____
 License No. _____
 By _____

Kathy Lewis - 769-2289

Date that you would like to begin alcohol service May 1st 2013

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input 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 _____	\$

Change to new location - petition filed from N Gout Way

Business Name	<i>Locker Room Salon II</i>
Business Mailing Address	<i>900 N Hwy 41 Ste 8 Post Falls ID 83854</i>
City, State, Zip	<i>COA ID 83814</i>
Business Physical Address	<i>2942 N Gout Way COA ID 83814</i>
City, State, Zip	<i>COA ID 83814</i>
Business Contact	<i>Stacie Bishop 762-8778</i> Business Telephone: <i>[redacted]</i> Fax:
License Applicant	<i>Stacie Bishop</i>
If Corporation, partnership, LLC etc. List all members/officers	<i>William Delbridge Tru</i> <i>Robert Delbridge VP</i> <i>Mike Delbridge Sec</i> <i>Stacie Bishop Pres</i> <i>Locker Room II Inc</i>

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

March 11, 2013
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Tom Hasslinger, CdA Press
Gary Stinnett, Porky G's
Kathleen Saylor, Jewett House
Marla Lake, Jewett House
Art Flagan, Jewett House

STAFF PRESENT

Steve Anthony, Recreation Director
Doug Eastwood, Parks Director
Troy Tymesen, Finance Director
Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

**Item 1. Amendment to M.C. 4.25.030, to allow alcohol to be served at the Jewett House by Permit.
(CB 13-1003 & Resolution No. 13-017)**

Councilman Kennedy stated that this item is something that has been talked about and approved, in principle. We are back to do two things, whether to move forward with the ordinance to permit alcohol and secondly to approve an Alcohol Service Policy. This has been through Park and Recreation Committee and approved by them.

Steve Anthony, Recreation Director, introduced Kathleen Saylor, Jewett House committee member, Marla Lake, House Manager, and Art Flagan, Vice President.

Mr. Anthony said that this issue has come up many times over the last several years as there are requests from the community to be able to serve alcohol at events such as weddings. In the past, the board has been reluctant to allow alcohol at the Jewett House. However, the board would like to fill the need of the community by allowing alcohol at events by permit only. In addition, it will help generate funds for much needed maintenance at the Jewett House (new boiler, paint and carpet). The Jewett House receives only \$10,000 a year out of the general fund and the rest of the funding is from activities. The \$10,000 just about covers the utilities. The board has looked at this a lot, and feel that by allowing the advisory committee to look at each event specifically and allowing alcohol only by permit, that it would benefit the community as well as generate extra funds to maintain the Jewett House.

Art Flagan commented that the board will not be doing this themselves. It will go through caterer and people licensed to serve alcohol. Those entities will provide the security as well.

Steve Anthony noted also that alcohol will NOT be allowed on the beach.

MOTION: by Councilman Adams, seconded by Councilman Edinger, that Council adopt CB 13-1003 amending M.C. Section 4.25.030 to allow alcohol to be served at the Jewett House by permit only. In addition, recommend Council adopt by Resolution No. 13-017 approving the Jewett House Alcohol Service Policy.

Item 2. Lease Agreement with Gary Stinnett (Porky G's) for Memorial Field Concession.
(Resolution No. 13-016)

Steve Anthony, Recreation Department, noted that long time lessee Ruth Barker did not renew her lease last year. Porky G's bid on the location and was granted a one year lease for the 2012-2013 season. Mr. Stinnett, out of his own funds, did some remodeling to the facility.

Mr. Stinnett said the place needed an overall cleaning and he replaced counter tops, cabinets, painted, and did some upgrading to the water system.

Mr. Anthony is requesting a one-year lease renewal to see how things go for a second year. Then, if all goes well, they may come back with a longer term lease renewal.

Councilman Adams asked Mr. Stinnett what the cost of the improvements were. Mr. Stinnett said approximately \$2500. He added that they would like to also upgrade the windows this season. The building is old and in need of upgrading. If you go to a place and it doesn't look good, you won't want to eat there. Councilman Adams asked what his gross sales were last year. Mr. Stinnett said they lost their shorts a little bit. He said that Ruth had a certain way of doing business and had some inexpensive items. They are trying to adjust their menu to be attractive to their customers. It may have been in the \$3500 range but by the time they bought food and did the remodeling, they were in the red.

Mr. Anthony said it usually takes a season or more to figure things out. He should have a better year this season.

Mr. Stinnett said they are looking at expanding the menu and changing their hours to more accommodate the public.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 13-016 approving the lease with Gary Stinnett (Porky G's) for the Memorial Field Concession from April 1, 2013 – April 1, 2014.

Item 3. Agreement with ROW, Inc. for lake access from the east end of Independence Point Beach.
(Resolution No. 13-016)

Doug Eastwood is requesting an extension of the ROW agreement where they access the water from Independence Point for the purpose of launching kayaks and paddle boards for guided tours. They have been doing this for the past 3 years, and this is just a renewal agreement that covers them for the next 3 years. Mr. Eastwood noted that ROW work around the hours of some of the other busy vessels and other operations down by the commercial dock. The Park and Recreation Commission approved this at their February 25th meeting.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 13-016 approving a 3-year extension to the agreement with ROW Adventures for use of Independence Point Beach to launch Kayak Tours and Paddle Board Tours.

**Item 4. Letter of Agreement with CityLink for Public Transportation – Annual Renewal.
(Resolution No. 13-000) Agenda**

Troy Tymesen, Finance Director, introduced Christine Fueston, FTA Administrator, Kootenai County. Mr. Tymesen is requesting Council approve the Letter of Agreement and Funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System. Mr. Tymesen explained that the city partners with the cities of Post Falls, Hayden, Huetter, and Dalton Gardens. To include partnerships with the Coeur d'Alene Tribe, Kootenai County, Kootenai Health, Post Falls Highway District and Kootenai County metropolitan planning organization. The dollar amount the city contributes to this movement of people continues to be amazingly low. Mr. Tymesen said we are paying less today for public transportation that we did 18 years ago. Cost of service within the urbanized area is approximately \$1.2 million per year.

Christine Fueston added that the Kootenai Memorial Center (KMC) also does a lot of service that is used as local match. KMC runs about \$300,000 a year. KMC is looking at adding more service so we are closing in on \$2 million. Ms. Fueston said we are a unique arrangement. The Federal Transit Administration (FTA) said there is not another operating entity like this anywhere in the US.

Councilman Kennedy commented that the county works with funds from the different partners helping to compensate for the work. Ms. Fueston said that is correct. We also receive monies from the federal transit administration. The local money that they generate, whether in-kind or cash, we use that as local match. Ms. Fueston noted that one of her duties is to find more grants to fund the system. Some of those opportunities that come along are grants for para-transit scheduling and dispatch software (which is also a vehicle locator system for security). It also gives them on-time/on-line scheduling where we can be more efficient in operations.

Councilman Edinger commented that when the program first started, didn't the tribe fund the whole thing? Ms. Fueston said they were a majority of the funding. When it started about 8 years ago, KMC was providing service as well as North Idaho Community Express (NICE) and were variation of the business entity. That was funded partially with federal dollars, partially with tribe dollars, and then with KMC dollars, and the county was the designated recipient of those funds. The county has been in on this from day one. The county contributes staff time as well as being the bank, so to speak. They have to pay expenses first, then get reimbursed by the FTA. Councilman Edinger asked Troy if this is budgeted. Troy stated that it was budgeted. He said \$43,983 is in the financial plan, the same amount as the two previous years.

Councilman Adams asked that this be an agenda item on the council agenda and stated, as he did last year, he will oppose this and he will present those arguments at the city council meeting.

Councilman Edinger said he believes this is a good program. He knows there are a lot of people that use it and he is in favor of it.

MOTION: by Councilman Edinger, seconded by Councilman Kennedy, that Council adopt Resolution No. 13-016 approving an agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

The meeting adjourned at 12:20 p.m.

Respectfully submitted,
Juanita Knight
Recording Secretary

**GENERAL SERVICES
STAFF REPORT**

Date: February 11, 2013

From: Steve Anthony, Recreation Director

Subject: Serving of Alcohol by Permit only at the Jewett House

Decision Point:

Staff recommends that the General Services direct staff to explore revising the current city ordinance regarding alcohol on public property in order that alcohol may be served at the Jewett House by permit only.

History:

The Jewett House Advisory Board is requesting the City Council revise the current ordinance regarding alcohol on public property; specifically, at the Jewett House in order that alcohol may be served by permit only for weddings and special events at the house.

The Jewett House was donated to the City of Coeur d'Alene by the Potlatch Corporation in 1976 for use as a Senior Center. The house is administered by the Recreation Department through the Jewett House Advisory Board. In 1985, the Jewett House trust agreement was amended by the city and Potlatch to allow some non-senior activities such as weddings, special events, and corporate retreats. All fees charged for using the facility are placed in the Jewett House trust account and used to maintain the house. The Jewett House has over 7,000 square ft. on four levels. The board and city have made several improvements over the years, but the house needs several more improvements.

Financial Analysis: Allowing the serving of alcohol at special events by permit only will greatly assist the Jewett House Board in raising funds. The Board has had several inquiries regarding serving alcohol from couples looking for a location to hold their wedding. The Board believes they could hold several more weddings if alcohol could be served. The Board is recommending that an extra fee be charged for an alcohol permit, in addition to current rental fee.

Performance Analysis: In order to increase revenue at the Jewett House, it is critical that a licensed caterer be able to serve alcohol by permit only. The impact on staff would be minimal since the party renting the house would have to use licensed caterers.

Decision Point: Staff recommends that the General Services direct staff to explore revising the current city ordinance regarding alcohol on public property in order that alcohol may be served at the Jewett House by permit only.

ORDINANCE NO. 3460
COUNCIL BILL NO. 13-1003

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT THE JEWETT HOUSE BY PERMIT; 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 4.25.030 is hereby amended to read as follows:*

4.25.030: BEER, WINE AND LIQUOR PROHIBITIONS ON PUBLIC PROPERTY:

A. No person shall possess any container, whether open or not, containing any beer, wine or other alcoholic beverage on any city owned, leased or maintained beach, natural area, park, playground or play field. ~~Provided however, that the city may issue permits for such purpose at the gazebo/amphitheater area of Riverstone Park.~~

B. The provisions of this section do not apply to:

1. Riverstone Park gazebo and amphitheater;

2. Jewett House.

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 19th day of March, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3460
AMENDING M.C. SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT THE
JEWETT HOUSE BY PERMIT

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT THE JEWETT HOUSE BY PERMIT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren 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. 3460, AMENDING M.C. SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT THE JEWETT HOUSE BY PERMIT, 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 19th day of March, 2013.

Warren J. Wilson, Chief Deputy City Attorney

RESOLUTION NO. 13-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A POLICY FOR ALCOHOL SERVICE AT THE JEWETT HOUSE SENIOR CITIZEN RECREATION CENTER.

WHEREAS, the City Council has recognized the need for a policy regarding the service of alcohol at the Jewett House; and

WHEREAS, the Recreation Department has proposed a policy regarding this issue, and the same were discussed at the General Services Committee meeting on March 11, 2013; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the policy attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 19th day of March, 2013

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

POLICY

JEWETT HOUSE SENIOR CITIZEN RECREATION CENTER

ALCOHOL SERVICE POLICY

- The serving of alcohol on Jewett House premises is allowed only by special permission of the Jewett House Board on a case by case basis.
- If permission to serve alcohol is given, the following rules apply:
- The renter must use a caterer licensed to serve alcohol.
 - A permit to serve alcohol issued by the City of Coeur d'Alene must be obtained. Cost \$150.00
 - Serving of alcohol is allowed only by a caterer with a beer/wine and/or liquor license, and the Caterer must be on site the entire time the house is rented.
 - Alcohol is not allowed to be consumed on Sander's Beach or outside of the Jewett House's fenced areas. Consequences of continued non-compliance of these rules during the event despite warnings to cease will result in:
 - Right of caterer to cease service of alcohol
 - The Jewett House's right to terminate the event immediately.
 - No consumption of alcohol that is personally brought in by renter or their guests is allowed.
 - Non-compliance results in immediate termination of the event.
 - Renters understand that the Caterer or Jewett House staff have the right to refuse service to anyone who is intoxicated and/or disruptive.

Adopted:

***Coeur d'Alene City Council
Resolution No. 13-017
Date: March 19, 2013***

Staff Report

Date: March 11, 2013
From: Troy Tymesen, Finance Director
Subject: Letter of Agreement for Public Transportation, annual renewal of CityLink

Decision Point:

To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The transit service in the urbanized area of the County is a cooperative effort between the cities, the County, the Coeur d' Alene Tribe, Kootenai Health, the Post Falls Highway District and the Kootenai Metropolitan Planning Organization. The 2010 population of Kootenai County based on the US Census data was 138,494. Approximately 98,378 residents are within the Kootenai county urban transit service area of 47 square miles. The fiscal year has been changed for this Agreement so that it aligns with the City's fiscal year, Octobers 2012 through September 2013. The City Council approved this agreement last year.

Financial Analysis:

The City is being asked to fund \$43,983, the same amount as last year. The proposed expenditure is included in the current financial plan, under the Engineering Department General Ledger # 001-020-4322-4810, page 26 of the City's financial plan. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The total estimated budget for the fiscal year is \$1,684.530 and the portion funded by the FTA is \$972,927 (58%). Funding covers operations, maintenance, vehicle procurements, and administration of the system

Performance Analysis:

The funding of the requested \$43,983.00 is just 3.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The CityLink fixed route service provides 3 routes within the urbanized area and facilitated 451,626 passenger trips last year. In that same time frame, approximately 470,135 miles were driven and 33,537 hours of service were supplied. Cost of this service is approximately \$1.2 million per year. The tribe also operates a rural service making transit service possible from Tensed to Hayden or to the Stateline area. Kootenai Health provides paratransit service for medical trips providing approximately 18,873 trips. Cost of the service is approximately \$292,874. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to door service for qualified disabled individuals, service start-up was August of 2011. Last year Citylink Paratransit provided in excess of 12,685 passenger trips for a cost of \$366,942.

Decision Point/Recommendation:

To approve the agreement and funding for the City's portion of the public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System.

KOOTENAI COUNTY BOARD OF COMMISSIONERS

STATE OF IDAHO
COEUR D'ALENE

CHRISTINE FUESTON, FTA GRANT
ADMINISTRATOR



451 N Government Way 3rd Floor
P O Box 9000
Coeur d'Alene, ID 83816-9000
Ph: (208) 446-1616 Fax: (208) 446-2178
Email: cfueston@kcgov.us

February 12, 2013

Mayor Sandi Bloem
City of Coeur d'Alene
710 East Mullan
Coeur d'Alene, ID 83814

Subject: Public Transit Funding Agreement

Dear Mayor Bloem,

The attached documents are submitted on behalf of Kootenai County and the Coeur d'Alene Tribe to support the continued operation of public transit within the urban service area of Kootenai County. Transit service is provided through joint efforts of local public agencies and serves both fixed route and paratransit service under the Americans with Disabilities act.

The funding agreement between the City of Coeur d'Alene and Kootenai County is for the 2013 fiscal year which goes from October 2012 through September 2013. This change in the transit fiscal year from prior year agreements aligns with the Federal Fiscal Year and allows the agreements to coincide with your fiscal year. We apologize for the delay in getting these agreements out, but believe that fiscal year alignment will make it easier to budget for and subsequently contract for transit services with our funding partners: the Coeur d'Alene Tribe and Kootenai Medical Center.

Should the City have any questions or require any additional documentation, please do not hesitate to contact my office at 446.1616. We appreciate the City as our funding partner to provide high quality public transportation to the citizens of Kootenai County. We are continually reviewing the service and processes related to public transit to provide a more cost effective service.

Should you have any questions or require further information, please do not hesitate to contact my office. We thank you in advance for your careful consideration.

Respectfully Submitted,

Christine Fueston
FTA Administrator
Kootenai County

Kootenai County Transit System 2012 Annual Summary

The **Kootenai County Transit System** encompasses Citylink Fixed Route and Paratransit services, Kootenai Medical Center Paratransit service, and Kootenai County/Citylink Paratransit (currently operated by First Transit). Transit Service in the urban area is a cooperative effort between Kootenai County, Coeur d'Alene Tribe, Kootenai Medical Center, KMPO, and the Cities of Hayden, Dalton Gardens, Coeur d'Alene, Huetter, and Post Falls, and Post Falls Highway District. The Federal Transit Administration considers this cooperative transit operation quite unique compared to other transit agencies across the country.

Citylink Fixed Route Service operated by the Coeur d'Alene Tribe – provides 3 routes within the urban area and carried approximately 421,506 passenger trips in 2012 and provided approximately 291,760 revenue miles (in active service) and 17,798 revenue hours of service. Cost of the fixed route service for 2012 was approximately \$986,473. Due to a reduction of available local funding, service was reduced in May of 2012 to be commensurate with the Federal funding received. The Tribe also operates rural paratransit and fixed route service making transit service possible from Tensed to Hayden or to Post Falls.

Kootenai Medical Center (Kootenai Health) – provides paratransit service for medical trips serving approximately 18,873 passengers per year and provided approximately 92,835 revenue miles (in active service) and 10,049 revenue hours of service. Cost of the service in 2012 was approximately \$292,874.

Citylink Paratransit / Kootenai County – contracts with a private transit service contractor to provide paratransit service under the Americans with Disabilities Act. Paratransit service is a shared ride system providing door to door service for qualified disabled individuals. In 2012, approximately 12,685 passengers were served with approximately 92,917 revenue miles (in active service) and 6,144 revenue hours of service. Cost of the service in 2012 was approximately \$366,942.

Urban Service Area Population – The 2010 population of Kootenai County based on the US Census data was 138,494. Approximately 98,378 residents are within the Kootenai County urban transit service area of 47 square miles.

Funding for the System – is provided through grants from the Federal Government through Federal Transit Administration, the Coeur d'Alene Tribe, local soft match (in-kind) from Kootenai Medical Center and Kootenai County, the urban Cities, and Post Falls Highway District. Funding is used for operations, maintenance, vehicle procurements, and administration of the system.

2012 Urban Service Summary Totals – Passengers: 451,626; Miles: 470,135; Hours: 33,537; Cost: \$1,621,030; and Total Vehicle Fleet: 18 plus 3 vehicles in inactive contingency fleet.

Respectfully Submitted,
Christine Fueston
FTA Administrator
Kootenai County
208.446.1616

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	6283
Recipient Name:	KOOTENAI COUNTY
Project ID:	ID-90-X128-00
Budget Number:	1 - Budget Approved
Project Information:	12 5307 Fuel Ops ADA Plan Bus PM Lease

Part 3: Budget**Project Budget**

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
300-00 OPERATING ASSISTANCE	0	\$565,828.00	\$1,175,656.00
ACTIVITY			
30.09.01 FIXED ROUTE OPERATING (12 5307 50:50)(00)	0	\$267,120.00	\$578,240.00
30.09.01 COMP ADA PARATRANSIT OPERATING (12 5307 50:50)(00)	0	\$298,708.00	\$597,416.00
SCOPE			
111-00 BUS - ROLLING STOCK	2	\$54,399.00	\$67,999.00
ACTIVITY			
11.12.03 APPROX 1 REPL 35+/- Foot BUS (12 5307 83:17)(00)	1	\$30,000.00	\$37,500.00
11.12.04 BUY REPLACEMENT <30 FT BUS (12 5307 83:17)(00)>	1	\$24,399.00	\$30,499.00
SCOPE			
442-00 METROPOLITAN PLANNING	0	\$48,000.00	\$60,000.00
ACTIVITY			
44.24.00 SHORT RANGE TRANSIT PLANNING (12 5307 80:20)(00)	0	\$48,000.00	\$60,000.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$282,700.00	\$353,375.00
ACTIVITY			
11.7A.00 PREVENTIVE MAINTENANCE (12 5307 80:20)(00)	0	\$96,800.00	\$121,000.00

11.7N.01 FUEL FOR VEHICLE OPERATIONS (12 5307 80:20)(00)	0	\$88,607.00	\$110,760.00
11.7C.00 COMPLEMENTARY ADA PARATRANSIT SVC (12 5307 80:20) (00)	0	\$97,293.00	\$121,615.00
SCOPE			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$22,000.00	\$27,500.00
ACTIVITY			
11.46.03 LEASE ADMIN/MAINT/STORAGE FACILITIES (12 5307 80:20)(00)	0	\$22,000.00	\$27,500.00
Estimated Total Eligible Cost:			\$1,684,530.00
Federal Share:			\$972,927.00
Local Share:			\$711,603.00

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-18, October 1, 2011)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(18), October 1, 2011, <http://www.fta.dot.gov/documents/18-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: ID-90-X128-00

Grantee: KOOTENAI COUNTY

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2006 forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$1,684,530

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$972,927

Amount of This FTA Award (in U.S. Dollars): \$972,927

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date:

Project Description:

12 5307 Fuel Ops ADA Plan Bus PM Lease

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Any income generated from grant activities will be used only for transit purposes.

Recipient's leasing of facilities shall meet the requirements of capital leasing under FTA Circular 5010.1D.

Awarded By:

Mr. Kenneth A Feldman
Director of Program Management and Overs
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/21/2012

EXECUTION OF GRANT AGREEMENT

The Grantee, by executing this Grant Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:

Ms. Christine M Fueston
Grant Administrator
KOOTENAI COUNTY
11/07/2012

--- Page 1 ---

Citylink Costs 4/1/11 - 3/31/12

Operating Costs Only

Service Month	11-Apr	11-May	11-Jun	11-Jul	11-Aug	11-Sep	11-Oct	11-Nov	11-Dec	12-Jan	12-Feb	12-Mar	YTD
Operating	\$72,736	\$78,169	\$73,749	\$71,607	\$77,587	\$73,967	\$71,652	\$77,428	\$78,996	\$73,798	\$78,622	\$80,051	\$908,352
Maintenance	\$6,269	\$8,478	\$9,220	\$7,762	\$7,434	\$8,532	\$8,184	\$7,564	\$9,690	\$7,955	\$9,593	\$7,435	\$98,115
Lease/Security	\$432	\$174	\$0	\$432	\$87	\$432	\$87	\$90	\$90	\$435	\$90	\$90	\$2,439
Total Cost	\$79,437	\$86,821	\$82,970	\$79,801	\$85,108	\$82,921	\$79,923	\$85,082	\$88,776	\$82,187	\$88,305	\$87,576	\$1,008,907

Capital Bus	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$4,987	\$59,840
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Citylink Costs 4/1/12 - 3/31/13

Operating Costs Only

Service Month	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar	YTD
Operating	\$72,246	\$66,579	\$53,412	\$57,646	\$54,966	\$59,231	\$58,496	\$54,313	\$39,308				\$516,197
Maintenance	\$8,888	\$8,059	\$9,545	\$8,385	\$8,226	\$7,198	\$9,887	\$9,574	\$8,826				\$78,588
Lease/Security	\$435	\$90	\$90	\$90	\$435	\$90	\$435	\$90	\$435				\$2,190
Fuel								\$8,313	\$8,744				\$17,057
Total Cost	\$81,569	\$74,728	\$63,047	\$66,121	\$63,627	\$66,519	\$68,818	\$72,290	\$57,313				\$614,032

Cost Recovery 44.2% 48.2% 57.2% 54.5% 56.7% 54.2% 52.4% 49.9% 62.9%

Fuel Reimbursement at 80/20 up to \$88,607, then at 50/50

Since Service Change Monthly Average: \$65,391

Prior Year Average: \$84,076

RESOLUTION NO. 13-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE FUNDING AND LETTER OF AGREEMENT FOR PUBLIC TRANSPORTATION WITH THE KOOTENAI COUNTY.

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

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

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

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

DATED this 19th day of March, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the County of Kootenai, hereinafter "COUNTY" and the City of Coeur d'Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, The Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens and Huetter: and

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services, including public transportation administration and planning ,within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the State of Idaho as the grantee for Federal Transit Administration (FTA) funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities are authorized to participate in the funding of public transpiration;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with public transportation service providers, providing for transportation planning and administration and for the distribution of the Section 5307 or other United States Department of Transportation or Federal Transit Administration grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$43,983 (Forty Three Thousand, Nine Hundred and Eighty Three dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013. The CITY further agrees to provide one-half of said funding on or before the 28th day of February, 2013, with the balance due no later than the 31st day of July, 2013.

IN WITNESS WHEREOF, the partied hereto have affixed the signature of their duly authorized official.

Todd Tondee, Chairman
Kootenai county Commissioners

Date

ATTEST:

Clifford Hayes, County Clerk

Sandi Bloem, Mayor
City of Coeur d'Alene

Date

ATTEST:

Renata McLeod, City Clerk

OTHER BUSINESS

ORDINANCE NO. 3458
COUNCIL BILL NO. 13-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.08.010, 13.08.020, 13.08.030, 13.16.010, 13.16.030 TO ESTABLISH NEW WASTEWATER RATE AND CAP FEES; 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 public hearing on the hereinafter provided amendments, and after recommendation by the Wastewater Superintendent, 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 13.08.010, is hereby amended to read as follows:*

13.08.010: PURPOSE OF PROVISIONS:

It has been determined that the cost of operation, maintenance and improvement of the wastewater collection and treatment works is largely dependent upon the quantity and quality of effluent discharged by the various users into the system; and that the charging of a fee based upon the quantity of wastewater discharged and the strength of effluent discharged by such users will result in an equitable distribution of the costs amongst the users. To equitably establish such fees, sewer users have been classified in several classes according to volume and strength of effluent received from various properties and fees have been calculated for the various classifications based on the factors set out and recommendations made in the city of Coeur d'Alene wastewater cost of service rate study, ~~November 2002~~ [Janaury 2013](#), by ~~Integrated Utilities Group, Inc., in association with~~ HDR Engineering [Inc.](#), which study is on file in the office of the city clerk.

SECTION 2. *That Coeur d'Alene Municipal Code Section 13.08.020, is hereby amended to read as follows:*

13.08.020: USER CHARGES:

Users of the Coeur d'Alene wastewater collection and treatment works are assessed ~~the following~~ charges that become effective as outlined below:

Customer Class	FY 2003 2013	FY 2004 2014	FY 2005 2015	FY 2006 2016	FY 2007 2017
Residential					
Monthly service charge	\$ 7.15 <u>7.80</u>	\$ 7.15 <u>8.55</u>	\$ 7.15 <u>9.30</u>	\$ 7.15 <u>10.10</u>	\$ 7.15 <u>10.95</u>
Usage charge, \$/dwelling unit	13.21 <u>18.60</u>	14.85 <u>19.95</u>	15.70 <u>21.40</u>	16.44 <u>23.00</u>	17.28 <u>24.70</u>
Total monthly charge per account	\$20.36 <u>26.40</u>	\$22.00 <u>28.50</u>	\$22.85 <u>30.70</u>	\$23.59 <u>33.10</u>	\$24.43 <u>35.65</u>
Residential _ low					
Monthly service charge	\$7.15 <u>7.80</u>	\$7.15 <u>8.55</u>	\$7.15 <u>9.30</u>	\$7.15 <u>10.10</u>	\$7.15 <u>10.95</u>
Usage charge, \$/dwelling unit	2.67 <u>3.70</u>	3.01 <u>3.85</u>	3.18 <u>4.05</u>	3.33 <u>4.30</u>	3.50 <u>4.55</u>
Total monthly charge per account	\$9.82 <u>11.50</u>	\$10.16 <u>12.40</u>	\$10.33 <u>13.35</u>	\$10.48 <u>14.40</u>	\$10.65 <u>15.50</u>
Commercial _ low					
Monthly service charge	\$7.15 <u>7.80</u>	\$7.15 <u>8.55</u>	\$7.15 <u>9.30</u>	\$7.15 <u>10.10</u>	\$7.15 <u>10.95</u>
Usage charge, \$/kgal	2.05 <u>2.93</u>	2.31 <u>3.21</u>	2.44 <u>3.48</u>	2.55 <u>3.78</u>	2.68 <u>4.10</u>
Commercial _ medium					
Monthly service charge	7.15 <u>7.80</u>	7.15 <u>8.55</u>	7.15 <u>9.30</u>	7.15 <u>10.10</u>	7.15 <u>10.95</u>
Usage charge, \$/kgal	2.36 <u>3.36</u>	2.65 <u>3.68</u>	2.79 <u>3.99</u>	2.93 <u>4.33</u>	3.08 <u>4.70</u>
Commercial _ high					
Monthly service charge	7.15 <u>7.80</u>	7.15 <u>8.55</u>	7.15 <u>9.30</u>	7.15 <u>10.10</u>	7.15 <u>10.95</u>
Usage charge, \$/kgal	2.66 <u>3.79</u>	2.99 <u>4.15</u>	3.15 <u>4.50</u>	3.30 <u>4.88</u>	3.47 <u>5.29</u>

A. Rate Calculations: Rate calculations for customer classifications are described below.

Customer classifications are described in ~~the November 2002~~ [the January 2013 city of Coeur d'Alene wastewater cost of service rate study report Appendix C.](#)

1. Residential Customer Class: Residential customers include single-family residences and duplexes. The monthly bill to the residential accounts will comprise of two (2) parts: a) a monthly service charge per account and b) a usage charge per dwelling unit. Using water use records from the nonirrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted. Duplexes with two (2) meters will be assessed two (2) separate usage rates. Duplexes with one meter will also be assessed two (2) usage rates.

2. Residential_Low Customer Class: Single-family or duplex customers are eligible for this classification when they are full time year round residences that use less than two thousand five hundred (2,500) gallons of water per month based on the nonirrigation months and based on at least one year of water use records. The monthly bill to the residential_low accounts will comprise of two (2) parts: a) a monthly service charge per account and b) a usage charge per dwelling unit. Using water use records from the nonirrigation month period, wastewater usage will be averaged for the class each year to determine if the usage charge needs to be adjusted.

3. Residential Vacation Rate: Single-family or duplex are eligible for this rate when they do not occupy their homes for an extended time period, and have the water turned off. When both requirements are met, the customer will be charged the wastewater monthly service charge per account.

34. Commercial Customer Classes: Commercial classifications include multi-family properties with three (3) or more dwelling units, mobile home parks, government, commercial, and industrial businesses. The monthly bill to the commercial accounts will comprise two (2) parts: a monthly service charge per account and a usage charge per thousand gallons of flow. The usage charge differs for each of the commercial customer classifications relative to the different strengths of wastewater estimated or determined for the customer. Using water use billing records, usage for commercial accounts will be the actual metered water use each month. The monthly usage for each account will be multiplied by the respective usage charge for the appropriate class to determine the usage rate component of each commercial customer's bill.

- B. Combined Use Rates: Users which fall into more than one customer class are charged by assigning them to the higher use commercial classification.
- C. Customers Not On City Water System: Nonresidential customers who do not receive all of their water from the city water system must meter, at their expense, all water which is supplied by another system.
- D. Septage Haulers: The rate per one thousand (1,000) gallons discharged shall be two hundred dollars (\$200.00) plus any additional pretreatment costs which include, but are not limited to, sampling, processing, monitoring, and testing of the septage waste. Included in this category is other discharge from septage tanks, or holding tanks, which will be charged the applicable rate based on estimated or measured volume and strength in addition to the applicable CAP Fee.

- E. Special Case Procedures: Uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged a rate to be determined by the following formula:

Example for calculating the monthly bill during FY ~~2002~~2012-~~2003~~2013:

~~\$7.15~~80 + ~~\$1.11~~73 * monthly billed water use (kgal) + ~~\$0.27~~07 * calculated lbs of BOD + ~~\$0.24~~.35 * calculated lbs of SS + ~~\$0.49~~74 * calculated lbs of P + ~~\$0.21~~2.98 * calculated lbs of NH3N. The City reserves the right to determine the final measured flow and strength levels.

- F. Installation Of Private Meter: Should any user consider himself to be aggrieved by the foregoing schedules or by the determination of the wastewater superintendent, such user may install a meter or devices which measure the strength and flow of his sewage, in which event a charge shall be fixed based on the indicated results. Such meter or devices shall be installed at the expense of the user, and shall be calibrated or installed to the satisfaction of the wastewater superintendent or superintendent's designee.

- G. Users In Fernan Village: Shall pay according to the following schedule:

Customer Class	FY 2003 2013	FY 2004 2014	FY 2005 2015	FY 2006 2016	FY 2007 2017
Fernan Village residential					
Monthly service charge	\$ 7.00 56	\$ 7.00 8.16	\$ 7.00 8.79	\$ 7.00 9.47	\$ 7.00 10.20
Usage charge, \$/dwelling unit	10.35 13.64	11.17 14.74	11.66 15.86	12.37 17.08	12.62 18.40
Total monthly charge per account	\$ 17.35 21.20	\$ 18.17 22.90	\$ 18.66 24.65	\$ 19.37 26.55	\$ 19.62 28.60
Fernan Village commercial					
Monthly service charge	\$ 7.00 80	\$ 7.00 8.55	\$ 7.00 9.305	\$ 7.00 10.10	\$ 7.00 10.95
Usage charge, \$/kgal	1.90 2.53	2.05 2.77	2.14 3.01	2.27 3.27	2.32 3.55

- H. **User Charges For Commercial Accounts Based On Nonirrigation Month Water Use:** Commercial accounts existing before March 1, 2003, that have been charged the usage component of the monthly bill based on nonirrigation month water use records will continue to be billed in this manner as long as the city's finance director is satisfied that nonirrigation month water usage is representative and accurately represents the wastewater discharge each month of the year. These accounts will not be eligible for this method of bill calculation when the property has a change of ownership, the use of the property changes, or improvements are made to the property that require city building or plumbing permits. Upon determination of noneligibility by the finance director, a customer desiring elimination of irrigation water from the water meter reading may install a second water service and meter at his own expense that is dedicated to irrigation water. In this manner, the wastewater user charge will not include irrigation water that does not enter the sewer.
- I. **Vacancies:** At any month during which the occupant does not occupy the residence or business, and does not show water use, the wastewater charge for that month shall be equal to the monthly service charge.
- J. **Change Of Use:** The customer is responsible for immediate written notification to the city finance department of any change in use for correct classification for billing. No adjustment to bills will be made sooner than sixty (60) days from written notification.

SECTION 3. *That Coeur d'Alene Municipal Code Section 13.08.030, is hereby amended to read as follows:*

13.08.030: SERVICE CHARGES AND FEES; EFFECTIVE DATE:

The monthly service charges or fees levied and assessed under the provisions of this chapter are levied and assessed and shall be effective as of April 1, 2013; provided, however, that the same shall be due and payable and shall become delinquent as provided by sections [13.08.040](#) and [13.08.050](#) of this chapter.

SECTION 4. *That Coeur d'Alene Municipal Code Section 13.16.010, is hereby amended to read as follows:*

13.16.010: DESIGNATED:

- A. The owners of property connecting to the Coeur d'Alene sewer system, directly or by connecting to a private system that connects to the city sewer system, except property for which a monthly sewer service charge was being made prior to June 1, 1979, or except property for which a wastewater treatment plant expansion fee has been assessed by a local improvement district, shall be assessed a sewer capitalization fee (in addition to any hook up fee), in an amount as set forth in the following schedule:

CAPITALIZATION FEE SCHEDULE

General Customer Classification	Population Equivalents (PE)	Units	Fee Per Unit	
			FY 2003 And FY 2004	FY 2013 FY 2005
Capitalization fee per PE			\$ 850.00	\$1,202,433.00
Residential				
Single-family dwelling	2.32		1,972.00	2,788,325.00
Multiple-family dwelling (up to 2 units)	2.32	per unit	1,972.00	2,788,325.00
Commercial _ low				
Bar or tavern	0.20	per seat	170.00	240,287.00
Factories (no showers)	0.10	per 100 sq. ft.	85.00	120,143.00
Hospital	2.50	per bed	2,125.00	3,004,583.00
Institution (other than hospital)	1.25	per bed	1,063.00	1,502,791.00
Laundries	1.90	per washing machine	1,615.00	2,283.00
Mobile home	2.32	per unit	1,972.00	2,788,325.00
Multiple-family dwelling (>2 units)	2.20	per unit	1,870.00	2,644,153.00
Office space	0.10	per 100 sq. ft.	85.00	120,143.00
Retail space	0.05	per 100 sq. ft.	43.00	60,72.00
School (without meal preparation)	0.13-08	per student and staff	111.00	156,115.00
Warehouse	0.040	per 1,000 sq. ft.	340.00	481,57.00
Commercial _ medium				
Factories (with showers)	0.30	per employee	255.00	361.00
Hotel or motel (without kitchen facilities in room)	1.30	per unit	1,105.00	1,562,863.00
Commercial _ high¹				
Bakeries	0.20	per seat	180.00	250,349.00
Bowling alley	1.00	per lane	898.00	1,249,746.00
Funeral homes	0.05	per sq. ft.	45.00	62,87.00
Grocery markets with garbage disposals	0.05-04	per sq. ft.	45.00	62,70.00
Hotel or motel (with kitchen facilities in room)	1.60	per unit	1,436.00	1,999,2,794.00

Laundry, commercial	1.90	per washing machine	1,706.00	2,374.794.00
Microbrewery		per PE	898.00	1,249.00 N/A
Restaurants	0.20	per seat	180.00	250.349.00
School (with meal preparation)	0.49 13	per student and staff	171.00	237.227.00
Theaters (indoor per seat and outdoor per parking)	0.03	per seat	27.00	37.52.00
Note:				
<p>1. 4-Fees for customers in the commercial_high classification include an extra strength surcharge for higher loadings of \$47.74 per PE.</p> <p>2. <u>Institution (other than hospital) includes childcare/group homes with more than 8 occupants and 2 care givers.</u></p> <p>3. <u>Microbrewery: PEs determined on an individual basis.</u></p> <p>4. <u>RV park PE's will be calculated on an individual basis at the current gallon per day calculation based on City data</u></p>				

B. The sewer capitalization fees fixed herein are based upon population equivalents (74 gallons per day, 0.124 pounds per day biochemical oxygen demand (BODs), 0.124 pounds per day suspended solids (SS), and 0.006 pounds per day total phosphorus (TP) and 0.015 pounds per day nitrogen). The present population equivalent charge upon which the present residential and residential strength commercial rates are fixed is ~~eight hundred fifty dollars (\$850.00) for FY 2002_2003 and FY 2003_2004 and one thousand two hundred two dollars (\$1,202.00)~~ one thousand four hundred and thirty three dollars (\$1,433.00) for FY ~~2004~~2013_2005~~2014 through FY 2016_2017~~. The population equivalent charge upon which individual high strength commercial sewer connection charges are based includes a high strength surcharge to account for the greater than residential strength of these classifications. Development of these high strength population equivalent charges was tabulated in ~~table 4-6 of Appendix C of the city of Coeur d'Alene wastewater cost of service rate and fee study, November 2002~~January 2013, by ~~Integrated Utilities Group, Inc., in association with~~ HDR Engineering Inc., and includes the following steps:

1. Calculation of the incremental strengths for the commercial-high customer classifications. "Incremental strength" is defined as the difference between the strength of a high strength commercial classification and residential strength (0.124 pounds/day BOD, 0.124 pounds/day SS, 0.006 pounds/day TP, and 0.015 pounds/day nitrogen). The incremental strengths are shown in ~~table 4-6~~Appendix C Table C-3.
2. Multiplication of the incremental strength(s) by the respective unit costs (~~\$196.00~~95.37 pound/day BOD, ~~\$238.00~~967.96 pound/day SS, ~~\$309.00~~30,188.51 per pound/day TP and ~~\$755.00~~1,822.64 per pound/day nitrogen). Summing the results yields the high strength surcharge of ~~forty seven dollars seventy four cents~~three hundred thirteen dollars and six cents (~~\$47.74~~313.06) as shown in table ~~4-6~~C-3 of Appendix C.

3. Adding the high strength surcharge to the population equivalent charge for residential strength customer (~~\$850.00 for FY 2002_2003 and FY 2003_2004 and \$1,202.00 for FY 2004_2005 per PE~~) yields the population equivalent charge for the high strength commercial classification.

C. Industrial users or other businesses with industrial waste, and uses not categorized above or not clearly defined as being within one or more of the above classifications shall be charged at a rate to be determined by the city council upon application of the property owner, after considering all relevant evidence pertaining thereto at a public hearing held for such purpose; the rate shall be established based upon consideration of the nature and intensity of the proposed use and total impact upon the city sewer system. The charge shall be directly related to the cost of providing sewage facilities for such use, and shall be proportionately consistent with the schedule set forth herein.

D. Should any user ~~consider himself to~~ be aggrieved by the foregoing schedule, or by the determination of the city council, such user may, at his own expense, install a meter or device which measures the ~~strength and flow of his sewage~~ and provide strength testing by an accredited company. In, in which the event the testing validates the users flow and strength are less than the initially placed CAP Fee category, and the user flow and strength characteristics will not exceed the measured flow in the future as determined by the wastewater superintendent or superintendent's designee, the charge shall be fixed based on the indicated results assuming such results reflect typical flow and strength of similar customers and meets the wastewater superintendant or designee's review of typical flow and strength. Such meter or devices shall be installed, calibrated, and monitored by qualified personnel at the expense of the user, and to the satisfaction of the wastewater superintendent or superintendent's designee. If the customers flow or strength levels increase, either after a reduction in the fee, or at anytime after a customer has paid a CAP Fee, the City reserves the right to charge the customer for the additional flow and strength capacity.

SECTION 5. *That Coeur d'Alene Municipal Code Section 13.16.030, is hereby amended to read as follows:*

13.16.030: ADJUSTMENT:

The population equivalent charge (upon which the sewer capitalization fee is based) was developed for the five (5) year study period (fiscal years ~~2002~~2013, ~~2003~~2014 through ~~2006~~2016, ~~2007~~2017) using the system buy in method as presented in the city of Coeur d'Alene wastewater ~~cost of service rate and fee~~ study, ~~November 2002~~January 2013, by ~~Integrated Utilities Group, Inc., in association with~~ HDR Engineering Inc. The system buy in method recovers the biochemical oxygen demand (BOD), suspended solids (SS), total phosphorus (TP), and nitrogen (N) using the following equation:

Population equivalent charge = ~~net replacement cost~~original cost less accumulated depreciation/currently used system capacity + growth related new facilities/new capacity

Adjustments to the population equivalent charge during the five (5) year period shall be made if:

A. Estimated growth in the city changes significantly, and/or

B. The cost of the proposed CIP facilities changes significantly.

At the end of the five (5) year study period, the population equivalent charges shall be updated for the succeeding five (5) year study period.

SECTION 6. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. 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 8. 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 9. 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 shall be effective April 1, 2013.

APPROVED, ADOPTED and SIGNED this 19th day of March, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3458
AMENDING CHAPTERS 13.08 AND 13.16 WASTEWATER RATE / FEE INCREASES

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.08.010, 13.08.020, 13.08.030, 13.16.010, 13.16.030 TO ESTABLISH NEW WASTEWATER RATE AND CAP FEES; 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. 3458 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3458, AMENDING CHAPTERS 13.08 AND 13.16 WASTEWATER RATE / FEE INCREASES 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 19th day of February, 2013.

Warren J. Wilson, Chief Deputy City Attorney



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814
208/769-2225 – FAX 208/769-2284

STAFF REPORT

Date: March 19, 2013

From: Troy Tymesen, Finance Director

Subject: Amending the 2012-2013 Fiscal Year Appropriations (Budget)

Decision Point:

To approve the financial amendments at this time being presented by staff regarding changes to the appropriations ordinance for the current Fiscal Year, 2012-2013.

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

Idaho code Section 50-1003 allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts amendments to the appropriations ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures for the McEuen Field project, the Ramsey baseball field, the property acquisition of Person and Bryan Field, improvements at Phippeny Park, as well as grants in the Fire Department and changes in the wastewater utility.

Decision Point:

To approve the financial amendments being presented at this time by staff regarding changes to the appropriations ordinance for the current Fiscal Year, 2012-2013.

CITY OF COEUR D'ALENE
FISCAL YEAR 2012-13 BUDGET AMENDMENT

03/14/13

	<u>FY 12-13 BUDGETED</u>	<u>FY 12-13 PROJECTED</u>	<u>Projected Increase</u>
<u>TAXES</u>			
CURRENT YEAR	16,240,917	16,240,917	0
<u>FEES & LICENSES</u>			
CABLE TV	325,550	325,550	0
NATURAL GAS	705,000	705,000	0
ELECTRICITY	1,953,500	1,953,500	0
BUSINESS LICENSES	75,000	75,000	0
BLDG/INSPECTN	573,000	850,000	277,000
BLDG/INSPECTN MECHANICAL	62,000	80,000	18,000
STORMWATER REVIEW	2,500	15,000	12,500
PLUMBING INSPECTION	85,000	115,000	30,000
ENCROACHMENT PERMITS	15,500	115,000	99,500
ELECTRICAL PERMITS	10,000	10,000	0
BUSINESS PERMITS	17,000	17,000	0
BURN PERMITS	450	450	0
SIGN PERMITS	18,000	18,000	0
BID SPECS	2,500	2,500	0
TOTAL FEES AND LICENSES	<u>3,845,000</u>	<u>4,282,000</u>	<u>437,000</u>
<u>INTERGOVERNMENTAL</u>			
LIQUOR	990,518	990,518	0
HIGHWAY USER	1,518,678	1,518,678	0
REVENUE SHARE	1,869,089	1,869,089	0
SALES TAX	635,461	635,461	0
HIGHWAY DIST	685,000	685,000	0
KOOTENAI CNTY EMSS	1,449,730	1,449,730	0
FEDERAL GRANT	218,896	218,896	0
STATE GRANT			0
SCHOOL RESOURCE OFFICER	188,000	188,000	0
CONTRIBUTIONS FROM LCDC			0
OTHER INCOME (THRU CNTY)	24,000	24,000	0
TOTAL INTERGOVERNMENTAL	<u>7,579,372</u>	<u>7,579,372</u>	<u>0</u>
<u>SERVICES</u>			
ANNEX/ZONING FEES	12,000	12,000	0
FEES FOR DOCUMENT PREP	325	325	0
POLICE	54,000	54,000	0
FIRE	59,000	59,000	0
BILLING SERVICES	1,000	1,000	0
STREET	20,060	20,060	0
STREET WEAR	288,000	288,000	0
PARKING PERMITS	1,500	1,500	0
RECREATION	206,000	206,000	0
PRINTING AND PHOTOCOPYING	350	350	0
MAP/CODE BOOKS	125	125	0
RENTS & LEASES	43,000	43,000	0
TOTAL SERVICES	<u>685,360</u>	<u>685,360</u>	<u>0</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2012-13 BUDGET AMENDMENT

03/14/13

	<u>FY 12-13 BUDGETED</u>	<u>FY 12-13 PROJECTED</u>	<u>Projected Increase</u>
<u>FINES/FORFEITS</u>			
DISTRICT COURT	290,000	290,000	0
PARKING	51,000	51,000	0
DRUG TASK FORCE	20,000	20,000	0
LATE FEE ON UTILITY BILLS	41,000	41,000	0
ANIMAL CITATION FINES	13,000	13,000	0
ORDINANCE VIOLATIONS	600	600	0
NSF CHECK FEES	2,100	2,100	0
TOTAL FINES AND FORFEITS	<u>417,700</u>	<u>417,700</u>	<u>0</u>
<u>INTEREST EARNINGS</u>			
INTEREST EARNINGS	<u>52,000</u>	<u>52,000</u>	<u>0</u>
<u>MISCELLANEOUS</u>			
SURPLUS SALE	6,000	6,000	0
OTHER	15,000	15,000	0
TOTAL MISCELLANEOUS	<u>21,000</u>	<u>21,000</u>	<u>0</u>
<u>TRANSFERS</u>			
INTERFUND TRANSFER	1,329,555	1,329,555	0
TRANSFERS IN	70,000	70,000	0
TOTAL TRANSFERS	<u>1,399,555</u>	<u>1,399,555</u>	<u>0</u>
DESIGNATED FUND BALANCE	16,700	71,700	55,000
FUND BALANCE		2,327,643	2,327,643
TOTAL FUND BALANCE	<u>16,700</u>	<u>2,399,343</u>	<u>2,382,643</u>
TOTALS	<u>30,257,604</u>	<u>33,077,247</u>	<u>2,819,643</u>

CITY OF COEUR D'ALENE
FISCAL YEAR 2012-13 BUDGET AMENDMENT

03/14/13

SUMMARY	FY 12-13 BUDGETED	FY 12-13 PROJECTED	Projected Increase
Property Taxes	\$ 16,240,917	\$ 16,240,917	0
Fees and Licenses	3,845,000	4,282,000	437,000
Intergovernmental	7,579,372	7,579,372	0
Services	685,360	685,360	0
Fines and Forfeits	417,700	417,700	0
Interest	52,000	52,000	0
Miscellaneous	21,000	21,000	0
Interfund Transfer	1,399,555	1,399,555	0
Beginning Balance	16,700	2,399,343	2,382,643
TOTAL GENERAL FUND	\$ 30,257,604	\$ 33,077,247	\$ 2,819,643

General Fund - Added Expenses

	Cost
Human Resources - Professional Services - background checks and credit reports	2,300
Fire Dept - Employer share of 6.2% for pay periods July 16th through Sept 30, 2013	55,000
Fire Dept - travel & training - Homeland Security Grant	7,094
Fire Dept - Overtime - Homeland Security Grant	10,295
Fire Dept - Minor Equipment - Panhandle Health District Grant	26,279
Fire Dept - Fire Boat - carryover from FY 11-12	3,575
Person Field and Bryan Park	750,000
Engineering - Overlay	1,965,100
	\$ 2,819,643

Other Funds - Added Expenses

	Cost
Phippeny Park	55,000
McEuen Park Project	621,900
Ramsey Baseball Field	312,409
Impact Fees Fund	300,000
Wastewater - travel / meetings - budgeted in FY 11-12 conference in Oct 2012	3,000
Wastewater - Training	2,000
Wastewater - Permit Planning / Compliance Reporting - legal & engineering	150,000
Wastewater - Bond election (Bond Counsel and information distribution)	75,000
Wastewater - rate study carryover from FY 2011-12	100,000
Parking Fund - Yearly transfer of 40% to Parks Capital Improvements Fund	31,771
	\$ 1,651,080

RESOLUTION NO. 13-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2012-2013, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2012:

GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 220,014	
Administration	399,866	
Finance Department	676,928	
Municipal Services	1,369,649	
Human Resources	241,663	243,963
Legal Department	1,428,897	
Planning Department	475,512	
Building Maintenance	398,419	
Police Department	9,969,692	
Drug Task Force	36,700	
ADA Sidewalks	220,785	
Byrne Grants	149,077	
COPS Grant	69,819	
Fire Department	7,627,429	7,729,672
General Government	492,635	942,635
Engineering Services	1,238,436	3,203,536
Streets/Garage	2,390,303	
Parks Department	1,665,888	
Recreation Department	764,454	
Building Inspection	721,439	
TOTAL GENERAL FUND EXPENDITURES:	\$30,257,605	33,077,248

SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,278,960	
Community Development Block Grant	267,325	
Impact Fee Fund	613,133	913,133
Parks Capital Improvements	881,215	1,870,524
Annexation Fee Fund	70,000	
Insurance / Risk Management	264,000	
Cemetery Fund	239,300	
Cemetery Perpetual Care Fund	98,000	
Jewett House	42,000	
Reforestation / Street Trees / Community Canopy	68,000	
Arts Commission	7,000	
Public Art Funds	245,000	
TOTAL SPECIAL FUNDS:	<u>\$ 4,073,933</u>	<u>\$ 5,363,242</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 570,050	
Water Fund	7,602,289	
Wastewater Fund	18,996,924	19,326,924
Water Cap Fee Fund	850,000	
WWTP Cap Fees Fund	879,336	
Sanitation Fund	3,285,480	
City Parking Fund	575,957	607,728
Stormwater Management	923,967	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$33,684,003</u>	<u>\$ 34,045,774</u>
FIDUCIARY FUNDS:	\$ 2,538,100	
STREET CAPITAL PROJECTS FUNDS:	770,000	
DEBT SERVICE FUNDS:	1,381,865	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$72,705,506</u>	<u>\$ 77,176,229</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on March 20, 2013 and March 27, 2013.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 2nd day of April, 2013 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 19th day of March, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

OTHER BUSINESS

RESOLUTION NO. 13-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH THE POLICE DEPARTMENT LIEUTENANTS.

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to execute a Memorandum of Understanding with the Police Department Lieutenants, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and; NOW, THEREFORE,

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

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to execute such Memorandum of Understanding on behalf of the City.

DATED this 19th day of March, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

March 11, 2013
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dan Gookin
Council Member Deanna Goodlander

STAFF PRESENT

Amy Ferguson, Executive Assistant
Jim Markley, Water Superintendent
Terry Pickel, Asst. Water Supt.
Warren Wilson, Deputy City Attorney
Jon Ingalls, Deputy City Administrator

Item 1 Approval of Purchase of Two New Utility Vehicles
Consent Calendar

Terry Pickel, Assistant Superintendent, presented a request for council approval of the order of two new work vehicles from Lake City Ford to replace two ten+ year old utility vehicles.

Mr. Pickel stated in his staff report that the Water Department has established an annual rolling stock replacement program designed to continually update the fleet, provide as much versatility as possible, and meet the safety needs of rapidly changing work loads and our environment. The plan provides for vehicle and equipment replacement after 10 years or 100,000 miles of service life, depending on the severity of duty. Staff is proposing to replace two pickups. One pickup is used for locates and as a backup for water quality sampling. The other pickup is used for construction project inspections and the cross-connection control program. The Water Department has budgeted \$55,000 for vehicle replacement for fiscal year 2013, and the vehicles would be purchased using the State Bid to establish purchasing criteria. The City can then use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible.

Mr. Pickel explained that they are looking at a 4-wheel drive pickup for safety purposes to replace the pickup used for locates, and they are looking to upsize the second pickup used for project inspections and the cross-connection control program. Lake City Ford had the lowest price on both vehicles. The pickups being replaced will be made available to other city departments.

MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of the purchase of two utility vehicles for the Water Department from Lake City Ford for the budgeted rolling stock replacement program. Motion carried.

Item 2 Change Order for Rehabilitation of the Landings Well Pump
Consent Calendar

Terry Pickel, Assistant Water Superintendent, presented a request for Council approval of a change order for the Rehabilitation of the Landings Well Pump to RC Worst & Co, Inc.

Mr. Pickel explained in his staff report that The Landings Well Rehabilitation Project was bid out as part of the Water Department's bi-annual maintenance program with RC Worst & Co as low bidder. The pump has been pulled and the last fifty-five feet of pump column has been damaged by a chlorine solution leak. It was unexpectedly revealed that the original installation had some other irregularities as well. The internal spider bearings which support and align the pump shafts show excessive wear indicating

improper installation. Two of the stainless steel lineshafts were subsequently damaged as well as shaft couplings of a dissimilar metal used which are showing increased signs of degradation. The 500 hp motor will also require some additional repairs. A video inspection of the well was performed which indicated that there was no damage to the well casing. The Water Department provided funds of \$67,500 in the 2012-2013 budget for rehabilitation of the Landings Well pump. The total change order requested is in the amount of \$22,410, which would bring the total contract amount of \$62,388.41.

Mr. Pickel explained that some of the “spiders” were improperly installed and were spinning. He explained that a “spider” is a brass carrier for the shaft. The shaft is run through it to hold it in alignment. If the “spiders” are not butted up to the shaft correctly, then the whole thing spins. It was also noted during the inspection that the couplings were carbon steel, which was incorrect, and they show extra wear and degradation. The repairs will bring the pump up to the original specifications, and probably exceed them.

Councilman McEvers asked about the age of the Landings pump. Mr. Pickel said that the pump was installed in 2004 and that typically pumps last about 20 years, which corresponds to their pump maintenance cycle. At the time of installation, there was really no way to inspect as the failing parts are internal. Mr. Pickel assured the committee that the company who installed the pump was no longer being used.

Councilman Gookin commended the department for catching the damage so that it can be fixed before summer. Mr. Markley said that “hats off” go to the operators. Due to their observations, the pump maintenance was moved forward on the schedule.

MOTION: Motion by Gookin, seconded by McEvers, to recommend Council approval of Resolution No. 13-___ approving Change Order #1 in the amount of \$22,410 to the City’s agreement with R. C. Worst & Co., Inc., for a total contract amount of \$62,388.41. Motion carried.

The meeting adjourned at 4:10 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 28-Feb-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$207,739	\$86,977	42%
	Services/Supplies	12,275	3,088	25%
Administration	Personnel Services	330,656	150,107	45%
	Services/Supplies	69,210	11,811	17%
Finance	Personnel Services	590,947	242,677	41%
	Services/Supplies	85,980	49,832	58%
Municipal Services	Personnel Services	923,631	418,758	45%
	Services/Supplies	437,018	236,318	54%
	Capital Outlay	9,000		
Human Resources	Personnel Services	214,763	90,714	42%
	Services/Supplies	26,900	10,516	39%
Legal	Personnel Services	1,335,864	557,555	42%
	Services/Supplies	93,033	26,943	29%
Planning	Personnel Services	450,912	186,281	41%
	Services/Supplies	24,600	1,470	6%
Building Maintenance	Personnel Services	279,060	111,471	40%
	Services/Supplies	119,359	38,309	32%
	Capital Outlay			
Police	Personnel Services	8,996,923	3,692,710	41%
	Services/Supplies	830,019	263,572	32%
	Capital Outlay	142,749	10,000	7%
Fire	Personnel Services	7,250,642	3,083,049	43%
	Services/Supplies	376,787	163,826	43%
	Capital Outlay			
General Government	Services/Supplies	192,635	192,467	100%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services	53,079	63,361	119%
	Services/Supplies	95,998	41,693	43%
	Capital Outlay		34,109	
COPS Grant	Personnel Services	69,819	52,194	75%
CdA Drug Task Force	Services/Supplies	36,700	25,100	68%
	Capital Outlay			
Streets	Personnel Services	1,800,904	723,798	40%
	Services/Supplies	589,400	233,836	40%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 28-Feb-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	182,335	60,952	33%
	Services/Supplies	38,450	4,205	11%
Engineering Services	Personnel Services	508,936	214,340	42%
	Services/Supplies	729,500	104,714	14%
	Capital Outlay			
Parks	Personnel Services	1,257,438	433,273	34%
	Services/Supplies	408,450	81,485	20%
	Capital Outlay			
Recreation	Personnel Services	625,654	192,032	31%
	Services/Supplies	138,800	22,364	16%
Building Inspection	Personnel Services	697,044	308,523	44%
	Services/Supplies	24,395	6,151	25%
Total General Fund		<u>30,257,604</u>	<u>12,230,581</u>	<u>40%</u>
Library	Personnel Services	1,004,510	392,500	39%
	Services/Supplies	182,450	60,753	33%
	Capital Outlay	92,000	25,043	27%
CDBG	Services/Supplies	267,325	18,338	7%
Cemetery	Personnel Services	137,465	43,757	32%
	Services/Supplies	86,835	31,608	36%
	Capital Outlay	15,000		
Impact Fees	Services/Supplies	613,133	13,051	2%
Annexation Fees	Services/Supplies	70,000	70,000	100%
Parks Capital Improvements	Capital Outlay	881,215	424,814	48%
Insurance	Services/Supplies	264,000	38,210	14%
Cemetery Perpetual Care	Services/Supplies	98,000	40,557	41%
Jewett House	Services/Supplies	42,000	9,707	23%
Reforestation	Services/Supplies	1,500	1,988	133%
Street Trees	Services/Supplies	65,000	5,700	9%
Community Canopy	Services/Supplies	1,500	215	14%
CdA Arts Commission	Services/Supplies	7,000	74	1%
Public Art Fund	Services/Supplies	245,000	26,039	11%
Total Special Revenue		<u>4,073,933</u>	<u>1,202,354</u>	<u>30%</u>
Debt Service Fund		<u>1,381,865</u>	<u>260,398</u>	<u>19%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 FIVE MONTHS ENDED
 28-Feb-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 2/28/2013	PERCENT EXPENDED
Govt Way - Dalton to Hanley	Capital Outlay		6,887	
Govt Way - Hanley to Prairie	Capital Outlay	420,000	32,651	8%
Levee Certification	Capital Outlay	250,000		
15th Street - Lunceford to Dalton	Capital Outlay		1,321	
3rd / Harrison signal	Capital Outlay	100,000		
Kathleen Avenue Widening	Capital Outlay			
Total Capital Projects Funds		770,000	40,859	5%
Street Lights	Services/Supplies	570,050	181,594	32%
Water	Personnel Services	1,569,132	637,687	41%
	Services/Supplies	4,167,607	485,091	12%
	Capital Outlay	1,865,550	397,607	21%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,231,295	852,326	38%
	Services/Supplies	6,247,788	1,641,736	26%
	Capital Outlay	8,384,600	386,609	5%
	Debt Service	2,133,241	662,922	31%
WW Capitalization	Services/Supplies	879,336		
Sanitation	Services/Supplies	3,285,480	1,390,873	42%
Public Parking	Services/Supplies	190,957	114,684	60%
	Capital Outlay	385,000	326,651	85%
Stormwater Mgmt	Personnel Services	97,846	40,635	42%
	Services/Supplies	526,121	36,786	7%
	Capital Outlay	300,000	252	0%
Total Enterprise Funds		33,684,003	7,155,453	21%
Kootenai County Solid Waste		2,200,000	745,637	34%
Police Retirement		176,000	73,048	42%
Business Improvement District		156,000	90,000	58%
Homeless Trust Fund		6,100	1,892	31%
Total Fiduciary Funds		2,538,100	910,577	36%
TOTALS:		\$72,705,505	\$21,800,222	30%

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

FUND	BALANCE 1/31/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 2/28/2013
<u>General-Designated</u>	\$426,661	\$96,920	\$881	\$522,700
<u>General-Undesignated</u>	8,956,451	2,680,866	3,751,262	7,886,055
<u>Special Revenue:</u>				
Library	391,472	53,046	97,927	346,591
CDBG	(131)	6,927	6,957	(161)
Cemetery	71,062	17,449	15,584	72,927
Parks Capital Improvements	210,535	67,937	260,973	17,499
Impact Fees	2,726,429	66,543	4,008	2,788,964
Annexation Fees	522			522
Insurance	3,315,097	689	1,099	3,314,687
Cemetery P/C	1,829,496	11,825	2,880	1,838,441
Jewett House	6,559	1,636	1,540	6,655
Reforestation	11,938	3		11,941
Street Trees	172,503	5,736	1,200	177,039
Community Canopy	1,623	220		1,843
CdA Arts Commission	834	300		1,134
Public Art Fund	95,646	20	900	94,766
Public Art Fund - LCDC	496,350	103	1,450	495,003
Public Art Fund - Maintenance	117,854	24	49	117,829
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,035,021	45,103	163,398	916,726
LID Guarantee	41,623	2,413		44,036
LID 130 Lakeside / Ramsey / Industrial Park	49,004			49,004
LID 146 Northwest Boulevard	54,215	20,257		74,472
LID 149 4th Street	1,046			1,046
<u>Capital Projects:</u>				
Street Projects	56,003	11,305	11,743	55,565
<u>Enterprise:</u>				
Street Lights	96,224	39,327	36,545	99,006
Water	348,040	201,641	244,722	304,959
Water Capitalization Fees	2,275,932	53,535	6,135	2,323,332
Wastewater	5,781,543	450,940	525,374	5,707,109
Wastewater-Reserved	1,116,275	27,500		1,143,775
WWTP Capitalization Fees	1,337,903	104,753	8,364	1,434,292
WW Property Mgmt	60,668			60,668
Sanitation	(239,103)	255,132	265,625	(249,596)
Public Parking	(192,303)	146,532	8,361	(54,132)
Stormwater Mgmt	(19,004)	70,716	10,222	41,490
Wastewater Debt Service	1,012,249	98,078	97,868	1,012,459
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	183,516	176,250	183,556	176,210
LID Advance Payments	1,037	634	816	855
Police Retirement	1,430,314	75,149	75,401	1,430,062
Sales Tax	1,920	1,540	1,920	1,540
BID	134,808	3,703		138,511
Homeless Trust Fund	538	350	538	350
GRAND TOTAL	\$33,398,369	\$4,795,102	\$5,787,298	\$32,406,173