



Coeur d'Alene

CITY COUNCIL MEETING

April 21, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
APRIL 7, 2009**

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 April 7, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Edinger.

INTRODUCTION – U.S. SENATOR WALT MINNICK: Mayor Bloem introduced Congressman Walt Minnick who is visiting Coeur d'Alene today. Congressman Minnick noted that he is spending this week touring North Idaho while the U.S. Senate is on break. He noted that their focus in Congress has been on employment, banking and stimulating the economy. He added that the major issues following the budget will be health care and energy issues. Councilman Kennedy noted that water quality and wastewater treatment standards as set by Washington State and that the City must comply with, are unreachable with today's technology and asked the Senator to keep an eye on this issue. Congressman Minnick responded that there are several sets of funds intended to help cities with this issue through Federal granting agencies. He added that he will be working with the EPA to reach common sense standards.

PRESENTATIONS:

PROCLAMATION – WEEK OF THE YOUNG CHILD: On behalf of Mayor Bloem, Councilman Hassell read the Mayor's proclamation designating the week of April 12th as "Week of the Young Child" in the City.

PROCLAMATION – FAIR HOUSING MONTH: On behalf of Mayor Bloem, Councilman Bruning read the Mayor's proclamation designating April as Fair Housing Month in the City. Amy Dreps from the Disability Action Center accepted the proclamation.

PRESENTATION – COMMUNITY GARDEN AND XERISCAPE GARDENING:

Water Superintendent Jim Markley and Korrine Kreilkamp from Kootenai Environmental Alliance presented an overview of the proposed Community Garden. Mr. Markley reviewed why we should be conserving water and what the City is doing to encourage water conservation and their participation in the Community Garden Pilot project. Ms. Kriekamp presented the proposed community garden which will be located at 10th and Foster Avenue. The garden includes 40 raised beds which have had commitments from schools and service groups to participate with this garden. Councilman Goodlander noted that other neighborhoods could start a similar community garden on lots in their area.

PUBLIC COMMENTS:

AMERICAN LEGION BASEBALL LEAGUE: Charles Roan, 6940 E. Borley Road, representing the Coeur d'Alene American Legion Baseball League, provided clarification regarding the misrepresentation on the proposed sports complex at Riverstone. He noted that the analysis quoted that the American Legion is in support of this complex and would have major use of this sports complex. He commented that the American Legion is not in support of the proposed complex and sees their home now and in the future at McEuen field. Councilman Goodlander clarified that this study was not done entirely by LCDC but, rather, that LCDC was a small participant in the study.

BIDS FOR LANDINGS PARK: Jennifer Simpson, attorney representing Hillside Landscaping Construction, addressed the Council regarding staff's recommendation to reject all bids for Landings Park Phase II. She requested that this item be removed from the Consent Calendar and be set as a public hearing at a later time. She believes that all bids should not be rejected as her client was the only responsive bidder and therefore should be awarded the bid.

City Attorney, Mike Gridley, explained that there was some confusion as to whether the listing of all subs were to be submitted with their bids or not. Due to this confusion between staff and all other bidders that the cleanest and fairest way is to reject all bids and rebid the project.

HAROLD HOCKER'S COMMENTS: Harold Hocker, 1413 E. Spokane Avenue, asked why the HUD grant funds need to be repaid to the City. Mayor Bloem explained that in the beginning HUD Funds could go into a grant pool for emergency home repairs for low income households which, grant funds were to be repaid. The grant program has been reformulated and the grant funds do not need to be repaid. Mr. Hocker commented that he believes that although a person such as Mr. Nipp is very popular, he had heard from several people that he broke the conflict of interest laws and should be treated like any other person that breaks the law.

CHILD ABUSE PREVENTION MONTH: Beth Barclay, Director of "I Care Program" for St. Vincent DePaul, representing the Child Abuse Prevention Coalition thanked Mayor Bloem for presenting a proclamation at their meeting yesterday. She

noted that as a means of recognizing this month they will be placing pinwheels throughout the city.

CAP FEES FOR SOUP KITCHEN: Kevin Kram, Cherished Ones Ministry, first expressed his appreciation of the City staff who have been working with him in resolving his issue with the estimated cost of sewer cap fees for his soup kitchen. He commented that his ministry serves meals to homeless and needy people in our community with over 50,000 meals being served since 1991. Today they are again looking for a location for serving their meals. One of the concerns with the site that they are looking at is the sewer cap fees they would need to pay and asked the Council if they could lower that cost. Councilman McEvers asked how many places have they served their meals from. Mr. Kram responded that they have moved approximately 5-6 times. Councilman McEvers commented that he believes that Mr. Kram is really requesting a “3-hour deal” type of consideration for sewer cap fees. Mr. Kram commented that within those 3 hours they prepare the food, serve the food and clean up. He noted that clean up consists of pots and spoons as all the eating utensils are disposable. Mr. Kram stated that he is asking for a way to keep the kitchen open and added that last year he had an annual budget of \$11,000 and served over 10,300 meals; however, the projected cost for cap fees is \$16,000. City Administrator Wendy Gabriel recommended that the Council direct staff to meet with Mr. Kram to seek a resolution to this issue.

MOTION: Motion by Hassell, seconded by Goodlander to direct staff to meet with Mr. Kram to seek a resolution to the sewer cap fee cost for his soup kitchen. Motion carried. Gus from Post Falls spoke in support of Cherished Ones Ministry.

Chris Colby, 901 Bancroft, spoke in support of Cherished Ones Ministry. Jody Couch, 2825 N. Francis Street, also spoke in support of Cherished Ones Ministry.

CONSENT CALENDAR: Motion by Goodlander, seconded by Edinger to approve the Consent Calendar as presented.

1. Approval of minutes for March 17, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, April 13th at Noon and 4:00 p.m. respectively.
3. RESOLUTION 09-015: 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 APPROVAL OF A CONTRACT WITH QWEST COMMUNICATIONS FOR 911 ADDRESS LOOKUP INFORMATION; APPROVAL OF A LEASE AGREEMENT WITH RANDY & AKIKO FOLK FOR THE TIKI HUT - INDEPENDENCE POINT CONCESSIONAIRE; APPROVE THE DECLARATION OF SURPLUS PROPERTY – 125 HP ELECTRIC MOTOR; APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH HDR ENGINEERING FOR DESIGN OF WWTP DIGESTER REPAIRS; APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING FOR WWTP PHASE 5A

CONSTRUCTION; APPROVAL OF A WAIVER OF OPPOSITION TO ANNEXATION AGREEMENT WITH R. BRAD & DEBRA A. JORDAN FOR PROPERTY ON NETTLETON GULCH; AWARD OF BID AND APPROVAL OF A CONTRACT WITH REPIPE CALIFORNIA, INC. FOR THE WASTEWATER CURED IN PLACE PIPE REHABILITATION PROJECT; AND AWARD OF BID AND APPROVAL OF A CONTRACT WITH SMALL'S CONSTRUCTION FOR THE PHASE II DEVELOPMENT OF THE LANDINGS PARK.

4. Rejecting all bids and authorizing staff to rebid – Landings Par, Phase II Construction.
5. RESOLUTION 09-016: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A DAY CAMP POLICY FOR GROUPS USING THE LIFEGUARDED AREA OF CITY BEACH.
6. Approval of modifications to Community Development Block Grant – Minor Home Repair.
7. Authorizing a request for proposals for a single-source towing provider
8. Setting a public hearing for the Consolidated Annual Performance and Evaluation Report for April 21, 2009.
9. Authorizing the Pedestrian/Bicycle Committee with planning, workshops and an off-street Parking Study for bike lanes on 15th Street.
10. Approving specifications and authorizing staff to advertise for bids for the WWTP Digester 2 repairs.
11. Approval of purchase of a 2009 Two-Ton utility services truck for Storm Water Utility.
12. Approval of transfer of beer/wine license for Down the Street Family Restaurant
13. Approval of beer/wine license for My Place at 1801 E. Sherman Avenue

DISCUSSION: Councilman McEvers asked why we are managing day camps. Steve Anthony, Recreation Director, responded that day camps currently utilize City Beach but the problem is many of the the camps bring bus loads of young children without adequate adult supervision thus shifting their responsibility of keeping these children safe to the lifeguards. The policy would require that the day camps provide adequate adult supervision for the children under their care. Councilman Goodlander noted that the policy mirrors what the Kids Plus program currently does which is to bring adequate supervision for their children. Councilman Edinger commended Nancy Lowery, Lifeguard Supervisor, for her work in developing this policy and who did an excellent job in presenting this issue.

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

RECESS: Mayor Bloem called for a 5-minute recess at 7:30 p.m. The meeting reconvened at 7:36 p.m.

PUBLIC HEARING – A-7-08 – ANNEXATION AND ZONING OF PROPERTY AT 2230 SKYLINE DRIVE: Mayor Bloem read the rules of order for this public

hearing. No conflict of interest was declared by the City Council. John Stamsos, Senior Planner, gave the staff report.

Mr. Stamsos gave the applicant's name as Stephen B. Meyer, the location as a 2.7 acre parcel at 1130 East Skyline Drive and the reason for the request as annexation with an R-3 zoning designation. He gave the staff analyses for land use/neighborhood characteristics, Comprehensive Plan, utilities, streets and traffic. He noted that this property does fall within the guidelines for complying with the City's Hillside regulations.

He reported that on January 13, 2009 the Planning Commission heard this request and recommended approval of the zoning of R-3.

Mr. Stamsos noted that a total of 21 notices for tonight's hearing were mailed with 4 responses being received - 0 in favor, 2 opposed, and 2 neutral. Written comments were distributed for Council review.

Councilman Edinger asked that in light of the hillside slope of this property where the driveways were going to be placed. Mr. Stamsos responded that if the applicant wished to create a subdivision on this parcel they would need to come before the Council with that request. If they plan to build one building, then they would need to comply with building requirements. Councilman Edinger believes that the only way for the applicant to hook up to the sewer would be to access their neighbor's property. Wastewater Superintendent Sid Fredrickson added that without accessing other private property he cannot see how the applicant could connect to the city sewer lines. Councilman Kennedy noted that the hillside ordinance would restrict construction due to the disturbance on this site. Mr. Stamsos noted that the applicant could probably construct one additional residence at this site. Councilman Goodlander asked if this property is currently two parcels in the county. Mr. Stamsos responded that it is designated as two parcels in the county; however, for them to develop these parcels in the County they would need to obtain a septic tank permit which is questionable at this time. Councilman Bruning asked if the County had a hillside ordinance similar to the City. Mr. Stamsos responded that they have erosion control but nothing like our hillside regulations.

PUBLIC COMMENTS:

Robert Redfearn, 2735 Fernan Hill road, representing the applicant, apologized for leaving the previous public hearings prior to them being heard. He noted that with the slope of the land and the water supply currently available they could only construct one residence today. He noted that the applicant is not planning on constructing anything until the city utilities and roadway have been improved by the City at which time the owner may place 4 homes on this property. He noted that this annexation is being requested in order to improve the uniformity of the boundaries of the city limits. Councilman Kennedy asked what the value is of having a uniform boundary. Mr. Redfearn noted that this property becomes more valuable for the owner if it is within the city limits. Councilman Edinger asked what the benefits would be to the city to annex this property and then have the taxpayers pay for the improvements to the roadway and

water supply for this site. Mr. Redfearn responded that the improvements are for other property besides this subject property.

Councilman Edinger asked Wastewater Superintendent Sid Fredrickson if the Wastewater utility was going to extend the sewer line up the hill to this property. Mr. Fredrickson responded that they do not plan to extend sewer up the hill and that it is the responsibility of the homeowners to extend sewer to their property. Water Superintendent Jim Markley stated that the Water policies matched those of Wastewater and that the utility had no intention of extending the water mains across this property's frontage.

Eric Brinton, 1198 E. Skyline Drive, spoke in opposition to this annexation. He commented that in regard to improvements to Skyline Drive it currently does not have parking allowed on that street. As far as the easement, he believes the easement is an access easement and not a utility easement.

Doug Trimpe, 1200 E. Skyline Drive, noted that this is the fourth time that he has attempted to provide testimony on this application due to the applicant's no-show or leaving the meetings prior to the item being heard. He spoke in opposition to this annexation noting that after checking with the County the subject parcels were illegally split. He also believes that Skyline Drive abutting this property is very dangerous due to the slope of the hill and with the property above the roadway it compounds the danger of accidents on this roadway. He noted that the terrain is not flat and cannot see how they can construct the number of homes noted by the applicant's representative on this lot. He also sees a safety conflict for the children using the adjacent sledding hill. He requested the Council deny the annexation and R-3 zoning.

Mr. Redfearn rebutted that even with the R-3 zoning there would be no more than 3 additional homes constructed on this site. He also maintains that the Water Department is planning on expanding their water system in that area. In regard to the ingress/egress for this property, the Fire Department has signed off on this property. He believes that with the influx of population growth will occur in this area. He re-iterated that if the owner does not sell the property, then only 3 additional homes would be constructed at this site.

Mayor Bloem asked Mr. Stamos if the subject property were zoned R-1 how many dwellings could be on this property. Mr. Stamos responded two homes in addition to the existing home.

Councilman Kennedy asked about the illegal lot line. Mr. Stamos responded that he has not been informed of an illegal lot line. If it is annexed and if it is an illegally split lot, it would become a legal nonconforming lot within the City. Councilman Kennedy voiced his concern that it does appear by the lot lines around the existing residence to be an illegal lot.

MOTION: Motion by Edinger, seconded by McEvers to deny the requested annexation and R-3 zoning and to direct staff to prepare the Findings and Order.

DISCUSSION: Councilman McEvers feels that this request is a little premature. Councilman Kennedy noted that he had voted against considering this annexation and with the information received tonight he still believes that this is not an appropriate annexation at this time. Councilman Goodlander noted that the hillside regulations were placed to protect hillsides; however, she feels that this is not a good time for annexation at this time. Councilman Hassell commented that the lack of water and sewer lines concerns him. He does believe that growth will occur on the property to the east and at that time it would make more sense to annex this property. Councilman Bruning noted that this is a stable-established area on the Comprehensive Plan and this area should remain as it is and not be annexed into the City.

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

PUBLIC HEARING – ZC-2-09 – ZONE CHANGE AT 2903 N. 4TH STREET:

Mayor Bloem reiterated the rules of order this public hearing. No conflict of interest was declared by a Council member. John Stamsos gave the staff report.

Mr. Stamsos gave the applicant's name as George Mitchell, the location as 2903 N. 4th Street and the reason for the request as a zone change from R-12 to R-17. He then gave the staff analyses for land use/neighborhood characteristics, Comprehensive Plan, utilities, traffic and streets.

Mr. Stamsos reported that on March 10, 2009 the Planning Commission recommended approval of the requested zone change. He noted that on March 20, 2009 23 notices of tonight's public hearing were mailed with a total of 5 responses being received – 1 in favor, 2 opposed, and 2 neutral. Written comments were distributed for Council review.

Councilman McEvers questioned why all the highway districts responded to the notice of public hearing. Mr. Stamsos responded that as a matter of policy the City sends each public hearing notice to all the highway districts. Councilman Hassell questioned the roadway width of Anton as it narrows as it approaches the intersection with 4th Street. Mr. Stamsos responded that the Engineering analysis reported that Anton Avenue is a fully developed roadway. Councilman Edinger noted the letters of support are all from family members and another letter from someone on Elm Street which is a great distance from the subject property

PUBLIC COMMENTS: George Mitchell, 7842 Mill Hollow Road, applicant, asked for approval of his request.

Motion by Edinger, seconded by Goodlander to approve the requested zone change from R-12 to R-17 for the property located at 2903 N. 4th Street and to adopt the Findings and Order of the Planning Commission.

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

APPOINTMENT – PLANNING COMMISSION AND ARTS COMMISSION:

Motion by Kennedy, seconded by McEvers to re-appoint Amy Evans to the Planning Commission and to appoint Sean Person to the Arts Commission. Motion carried.

ADMINISTRATOR’S REPORT: City Administrator Wendy Gabriel announced that there will not be a dog park on Tubbs Hill as reported on April Fools Day in the Coeur d’Alene Press. The “Care Day” project committee for the Centennial Trail is looking for volunteers to clean the trail. 4th Street improvements are out to bid with bid opening on April 28th. The Library will be closed on Easter Sunday. Alley trash and recycling pickup services will begin this Saturday. Census takers are currently canvassing the neighborhoods to confirm residences. The second Citizens Academy will be beginning soon so if anyone is interested in attending to please contact Christie Wood. The city has been a Tree City for over 25 years. North Idaho College’s first POST Academy started yesterday with special thanks to Chief Longo and NIC. The City launched their blog “Coeur d’Alene Today.” The blog can be accessed through the City’s web at www.cdavid.org. There will be a public workshop on April 14th at Fire Station #3 to discuss the issue of no parking on 15th Street in order to create a bike lane along 15th Street. Ed Wagner, Chief Building Official, was elected to serve as Chairman of the Idaho Building Board. The Library has created a book club express.

SPECIFICATIONS FOR CONSTRUCTION OF THE WASTEWATER TREATMENT PLAN LOW PHOSPHOROUS PILOT FACILITY:

Wastewater Superintendent Sid Fredrickson reviewed the specifications for the installation of a pilot facility. Motion by Hassell, seconded by Kennedy to approve the specifications and authorize staff to advertise for bids for the installation of the WWTP Low phosphorous pilot facility. Motion carried.

COPS GRANT 2009 – APPLICATION FOR FEDERAL FUNDS TO HIRE FOUR POLICE OFFICERS:

Police Chief Longo and Officer Tilson provided a power point presentation outlining the need for hiring the unfilled sworn police officer positions and the COPS Grant program that would allow him to hire 4 additional Police Officers using Federal Grant funding.

Councilman Edinger noted that there is a Prescription Turn-in on April 18th at the Coeur d’Alene High School from 10:00 a.m. to 2:00 p.m.

Motion by Hassell, seconded by Kennedy to authorize the Police Chief to submit a grant application under the COPS grant for four Police Patrol Officers. Motion carried.

ORDINANCE NO. 3357
COUNCIL BILL NO. 09-1009

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

Motion by Kennedy, seconded by McEvers to pass the first reading of Council Bill No. 09-1009.

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

Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 09-1009 by its having had one reading by title only.

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

ADJOURNMENT: Motion by Kennedy, seconded by McEvers to recess this meeting to April 16th at 6:00 p.m. for the Annual Strategic Planning Session in the Library Community Room. Motion carried.

The meeting adjourned at 9:20 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-017

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 DECLARATION OF SURPLUS PROPERTY – 3 CITY VEHICLES; DECLARATION OF SURPLUS PROPERTY – CERTAIN COMPUTER HARDWARE; APPROVAL OF AN ENCROACHMENT AGREEMENT WITH COEUR D' ALENE GARDEN AND GALLERY, INC.; APPROVAL OF A REVOCABLE LICENSE WITH CECIL AND CAROL WILLIAMS TO CROSS PUBLIC PROPERTY WITH AN RV; AWARD OF CONTRACT TO ROW ADVENTURES FOR TUBBS HILL TOURS AND LAKE COEUR D' ALENE KAYAKING TOURS; APPROVAL OF SS-12-08 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR PEREIRA, 2ND ADDITION; AWARD OF BID AND APPROVAL OF CONTRACTS WITH ZENON ENVIRONMENTAL CORPORATION & BLUE WATER TECHNOLOGIES INC., FOR THE PRE-PURCHASE OF WWTP LOW-PHOSPHORUS PILOT FACILITY EQUIPMENT AND APPROVAL FO THE ANNUAL USLA LIFEGUARD TRAINING AGREEMENT WITH THE CITY OF HAYDEN.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits “1 through 8” and by reference made a part hereof as summarized as follows:

- 1) Declaration of Surplus Property – 3 City Vehicles;
- 2) Declaration of Surplus Property – Certain Computer Hardware;
- 3) Approval of an Encroachment Agreement with Coeur d' Alene Garden and Gallery, Inc.;
- 4) Approval of a Revocable License with Cecil and Carol Williams to cross public property with an RV;
- 5) Award of Contract to ROW Adventures for Tubbs Hill Tours and Lake Coeur d' Alene Kayaking Tours;
- 6) Approval of SS-12-08 – Final Plat Approval and Subdivision Improvements Agreement for Pereira, 2nd Addition;
- 7) Award of Bids and approval of Agreements for the Pre-purchase of WWTP Low-Phosphorus Pilot Facility Equipment;
 - a. Agreement with Zenon Environmental Corporation for "Furnishing a MBR and furnishing a TMF System for Low Phosphorus Demonstration Pilot Facility";
 - b. Agreement with Blue Water Technologies, Inc. for "Furnishing a CUMF System for Low Phosphorus Demonstration Pilot Facility”;
- 8) Approval of the annual USLA Lifeguard Training Agreement with the City of Hayden;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 8" 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 21st day of April, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER KENNEDY	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

Surplus cars at the Street Department

Building 359: 1992 Chevrolet Lumina 116079 miles.
Vin # 2G1WL54T8N9212802

Admin 104: 1987 Chevrolet Blazer 114532 miles.
Vin # 1GNCT18R3H8104824

Parks803: 1988 Ford F150 two wheel drive pick up truck 100293 miles
Vin # 2FTDF15Y4JCA57770

GENERAL SERVICES COMMITTEE

Date: April 13, 2009

From: Kirk Johnson, Network Systems Admin

RE: Declare Old Computer equipment as Zero Value Surplus

Decision point:

To declare listed hardware as zero value surplus, so it can be donated to Specialized Needs for use in their office.

History:

This older equipment does not run our software adequately. It is taking up too much room in our storage areas.

Financial Analysis:

This batch of items has been replaced by better hardware. It does not have any value to the City.

Performance Analysis:

This old equipment is taking up too much space, and makes it difficult to work efficiently in our areas. Declaring this as zero value surplus will free up storage room and allow us to transfer it to another public agency for use. (Per Idaho code SBEX Policy No 442-40)
<http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/surplprop.htm>

Quality of Life Analysis:

Declaring these items as surplus will allow for Information Technology to donate these items to non-profit organizations.

Decision point/recommendation:

Approve the listed hardware as surplus.

COMPUTER

2349	GS-CBATES-XP	CH-Storage		AMD Athlon(tm) 64 Process
2242	WW-ADMIN-01XP	CH-Storage		AMD Athlon(tm) 64 Process

HARDDRIVE

WD400JB-00JJA0	WCAMA2238908
WD400JB-00ENA0	WMAD1A258219

MONITOR

1564	Monitor	ViewSonic 21" CRT	350 QD72605060	CITY HALL
1600	Monitor	PHILIPS 21" CRT	350 78000767	CITY HALL

PRINTER

1612	PRINTER	HP LASERJET 6L	200 USHB702668	CITY HALL
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Network Switch

3280	Network Netgear 24 port	CH Tech Storage		City Hall
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**PUBLIC WORKS
STAFF REPORT**

DATE: April 13, 2009

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: Encroachment Agreement for Garden and Gallery at 1619 W. Lee Court.

DECISION POINT:

Provide a recommendation to the full council concerning the approval of an encroachment agreement with Gardens and Gallery at 1619 W. Lee Court for pergola style architectural details.

HISTORY:

Coeur d'Alene Garden and Gallery, Inc. is in the process of opening a garden center in the building located at 1619 W. Lee Court. As part of their improvements to the property they would like to add some pergola style architectural details to the building. Because of the way the building is situated on the property, the architectural details will encroach approximately 6 feet onto city right of way. As such, Garden and Gallery are asking for an encroachment agreement to authorize the encroachments.

FINANCIAL ANALYSIS:

There is no increased cost to the City from this proposal. Garden and Gallery will be required to indemnify the city and name the city as an additional insured regarding the encroachments.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Garden and Gallery is seeking an encroachment permit to ad some architectural details to the building at 1619 W. Lee Court that will house their business. The encroachment agreement addresses all areas of city concern with the requested encroachments including removal of the encroachments, compliance with ADA and costs/risk associated with the encroachments.

DECISION POINT/RECOMMENDATION:

Recommend that the full council approve an encroachment agreement with Gardens and Gallery at 1619 W. Lee Court for pergola style architectural details.

ENCROACHMENT AGREEMENT

The **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "**City**," hereby grants permission to **Coeur d'Alene Garden and Gallery, Inc.**, a corporation organized under the laws of Idaho, hereinafter referred to as "**Garden Center**," to encroach in public right-of-way by constructing pergola style architectural details on the building located at 1619 West Lee Court, Coeur d'Alene, Kootenai County, Idaho that will encroach approximately six (6') feet at approximately nine (9') in height as set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

This agreement is reached upon the following terms:

1. The permission to use public right of way is granted solely for the construction of pergola style architectural details on the building at 1619 West Lee Court that encroach no more than six (6') feet into the public right of way at a height of nine (9') feet and shall not be expanded without prior written consent of the City.

2. The City shall have the right to terminate this agreement 90 days after giving written notice to "Garden Center" at 1619 West Lee Court, Coeur d'Alene, ID, 83814, of its intention to terminate this agreement. Garden Center will be deemed to have received written notice when such notice addressed to Garden Center at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto. Garden Center will remove such encroachment within 90 days of receiving such notice. Should Garden Center fail to remove the encroachment, at its own cost, within such time, the City may remove the encroachment at the expense of Garden Center.

3. Garden Center will remove the encroachment prior to terminating business at this location. In the event that Garden Center fails to remove the encroachment, the City may remove the encroachment at the expense of the Garden Center.

4. Nothing herein contained shall imply or import a covenant on the part of the City for quiet enjoyment of the real estate upon which the encroachment is constructed, it being understood by the parties that the City's right and power to issue such permit is limited.

5. Garden Center will indemnify, defend (at the city's option), and hold the City harmless from any liability resulting from the encroachment including construction or maintenance thereof. Garden Center further agrees that said encroachment shall be maintained by Garden Center in a condition so as not to constitute a public hazard. Garden Center will furnish and install barriers and warning lights during construction to prevent accidents. Garden Center will maintain, at all times, liability insurance naming the City as an additional insured in the amount of Five Hundred Thousand Dollars (\$500,000) 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, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

6. Garden Center will furnish the City certificates of the insurance coverage required herein, which certificates must be approved by the City Attorney.

7. All costs for said encroachment including but not limited to construction, maintenance, use or operation now or in the future shall be borne by Garden Center.

8. Garden Center will comply with all laws affecting the property described herein including the Americans with Disabilities Act.

9. It is understood by Garden Center that it will hold the City harmless from liability from damages from any lack of authority or jurisdiction to grant this permit.

10. Garden Center agrees it will not encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded.

11. This agreement shall be binding on Garden Center, its heirs, assigns and successors in interest. Garden Center shall not transfer or assign any interest in this agreement without the prior written consent of the City. Assignment of this agreement permit or delegation of duties as defined herein by Garden Center, without written consent of the City, shall entitle the City to terminate this agreement as of the date of assignment or delegation.

IN WITNESS WHEREOF, the parties hereto have executed this permit on this 21st day of April, 2009.

CITY OF COEUR D'ALENE

COEUR D'ALENE GARDEN & GALLERY

Sandi Bloem, Mayor

Stacy Schriger, Owner

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of April, 2009, before me a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2009, before me, a Notary Public, personally appeared **Staci Schriger**, known or identified to me to be the owner of **Coeur d'Alene Garden and Gallery , Inc.** and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that such limited liability company 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: _____



City of Coeur d'Alene Commercial Permit Application

Pergola

Job Address: N. S. E. W. 1119 West Lee Court CDA ID 83814 ST AVE DR RD Place Lane Circle Court Way Loop

Describe Work to be done: Add Pergola above doors

Project Valuation (not including land cost) \$ 4,000.00

Legal Description: See Attached / or Serial 236305

Owner/Tenant: CDA Garden Center Contact Person: Stacy Schnigen Phone: 208-777-6605

Address: 1119 West Lee Court CDA ID 83814 E-mail: stacy.cda.garden.center@verizon.net

Architect/Engineer: Paul Matthews Contact Person: Paul Matthews Phone: (208) 687-0300

Address: 8052 West Main Street # 201 E-mail: pmarchitects@verizon.net

Contractor: Big Sky Contracting Contact Person: Kon Stelling Phone: 208-818-0818

Address: Post Falls ID 83814 E-mail: BCC - 17718 Expiration: 8-8-09

Idaho State Contractor's Registration Number:

Structural Engineer: Contact Person: Phone:

Address: E-mail:

Site Architect/Engineer: Contact Person: Phone:

Address: E-mail:

I understand that separate electrical, plumbing and mechanical permits are required. I understand that it is a violation of the International Codes adopted by the City of Coeur d'Alene for any person, firm, or corporation to use or occupy any building or structure, or cause or permit the same to be done before it passes ALL required inspections, and prior to the issuance of a Certificate of Occupancy (C.O.) if any items required for the issuance of a C.O. cannot be completed in a timely manner, the signing party shall enter into an agreement with the City specifying a time certain for completion of the project and providing security therefor. I understand that this permit becomes null and void if the authorized work is not commenced within, or is suspended for 180 days. I understand that the granting of this permit does not give authority to violate provisions of any state or local law regarding construction and that governing ordinances will be obeyed.

NOTE: The State Department of Environmental Quality (DEQ) has review authority on expansions to public water, sewer, and storm water systems. i.e. lift stations, booster stations, water storage facilities, and above ground treatment facilities. Please contact DEQ if you have any questions regarding these projects and DEQ's processes at 2110 N. Ironwood Parkway Coeur d'Alene, ID 83014. (208) 769-1422.

DATE: 3/30/09 TIME: 10:30 AM

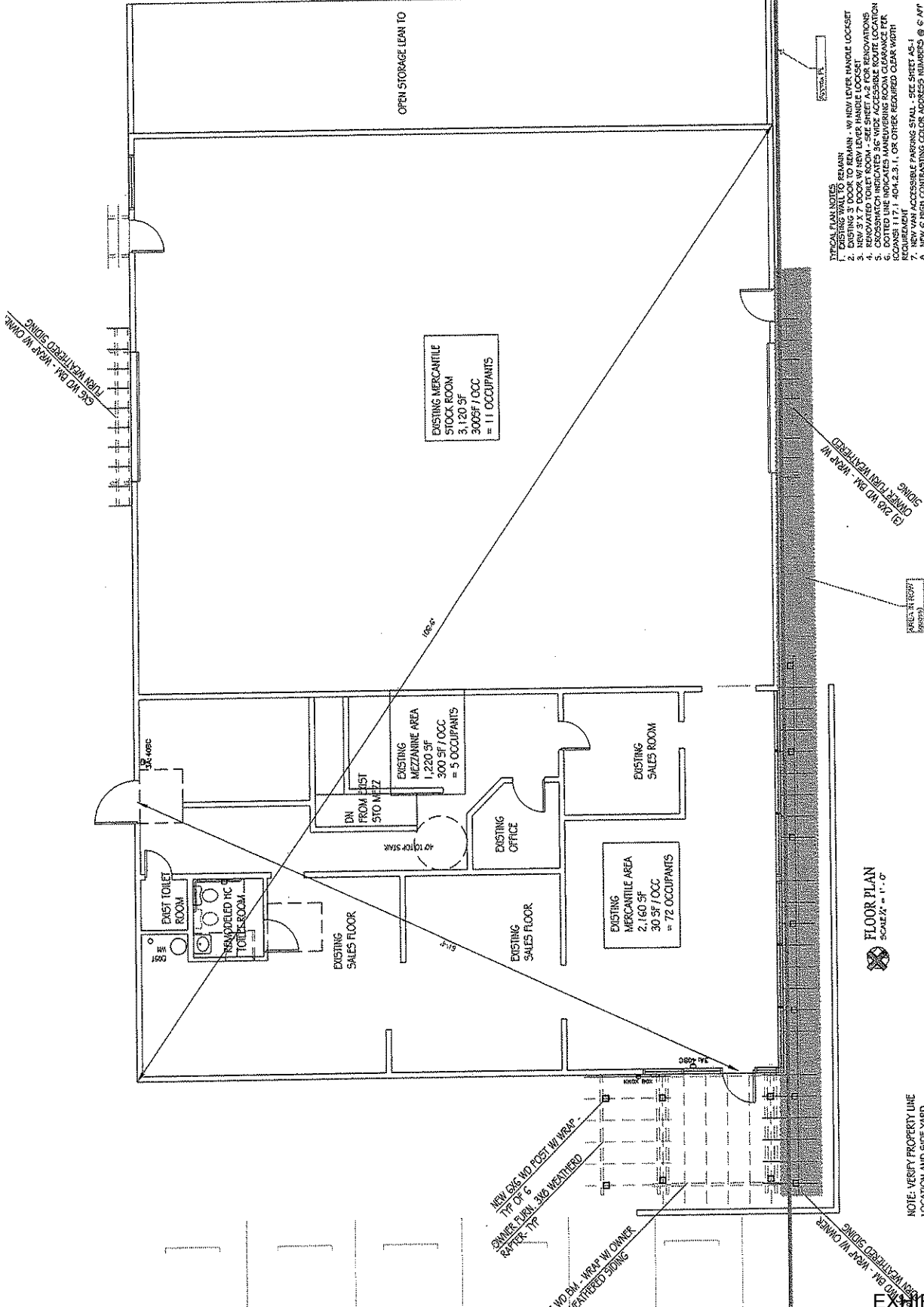
3/12/09 Date

PLAN CHECK FEE: 63.21

Owner / Authorized Agent

Revised 04-08

REC 010874



- TYPICAL PLAN NOTES
- EXISTING WALL TO REMAIN
 - NEW 6" HIGH CONTRASTING COLOR ADDRESS NUMBERS @ 6' INT
 - NEW 3" X 7" LOCK W/ NEW LEVER HANDLE LOCKSET
 - RENOVATED TOILET ROOM - SEE SHEET A-2 FOR RENOVATIONS
 - CROSSWATCH INDICATED 36" WIDE ACCESSIBLE CLAMMATIC PARK (CROSSWATCH 11.7, 404.2.31, OR OTHER REQUIRED CLEAR WIDTH) REQUIREMENT
 - NEW VAN ACCESSIBLE PARKING SPALL - SEE SHEET A-5.1
 - NEW 6" HIGH CONTRASTING COLOR ADDRESS NUMBERS @ 6' INT
 - PROVIDE NEW REDUCED PRESSURE BACKFLOW PREVENTER AT EXISTING WATER SERVICE SHUT OFF VALVE TO COMPLY WITH CITY REQUIREMENTS

FLOOR PLAN
 SCALE: 1/8" = 1'-0"

NOTE: VERIFY PROPERTY LINE LOCATION AND SIDE YARD SETBACK RESTRICTION FOR PORTION OF PERGOLA AT EAST ELEVATION PRIOR TO CONSTRUCTION

EXHIBIT "3"

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 13 April 2009
FROM: Jim Markley, Water Department Superintendent.
SUBJECT: License to cross City property

=====

DECISION POINT:

We have received a request from Cecil and Carol Williams to allow them to cross property owned by the water fund with their fifth wheel recreational vehicle. Staff requests direction on whether or not the City wishes to sanction this.

HISTORY:

Several years ago the water fund purchased property on the west side of Fruitland Lane just north of Neider Avenue for potential use as a water well site. A test well was drilled and the area found to be unsuitable for a production well. The fund still owns the property.

The property is bounded on the north by a trailer park. The applicants live in one of the trailers and they park a fifth wheel RV on their property. Their best access is through the City property and on an average of five times a year they move the fifth wheel in or out. The neighbor directly to the south of the property has blocked the path on several occasions and prevented them from doing this.

FINANCIAL ANALYSIS:

This action will not generate any financial impact on the City.

PERFORMANCE ANALYSIS:

The City has no active need for this property and the applicant's activities are not causing any damage. Should the Committee support allowing them crossing City property, the best method of doing so would be through a license. A draft license is attached to this report.

Incidentally, the Neider Avenue extension project includes a fence that will eliminate the ability of the applicants to move their fifth wheel in and out. At that time they will need to find an alternate way to store it.

DECISION POINT/RECOMMENDATION:

Staff requests direction on this request. If the Committee wishes to allow the applicants to cross the City property the best action would be to recommend approval of the attached license allowing the Williams' to cross City property for the purpose of moving their fifth wheel RV in or out.

REVOCABLE LICENSE

The **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation and political subdivision of the state of Idaho, hereinafter referred to as the "City," hereby grants permission to **Cecil and Carol Williams**, a married couple, hereinafter referred to as the "Licensee," to drive across City property located just north of 3415 Fruitland Lane and south of 3445 Fruitland Lane on the west side of Fruitland Lane Coeur d'Alene, Idaho for the sole purpose of moving an R.V. owned by the Licensee's on to and off of real property owned by the Licensee at 578 W. Lake City Lane, Coeur d'Alene.

This license is given upon the following terms:

This license is granted until terminated by a fourteen (14) day notice from the City for a 25 foot wide by 400 foot deep access through the property located just north of 3415 Fruitland Lane and south of 3445 Fruitland Lane on the west side of Fruitland Lane in Coeur d'Alene, to the back of said recreational vehicle located at 578 West Lake City and shall not be expanded without prior written consent of the City.

1. The City shall have the right to terminate this license at any time with 14 days written notice "Permittee," at 578 W. Lake City Lane, Coeur d'Alene, Idaho of its intention to terminate the license. The Licensee shall be deemed to have received such written notice when such notice addressed to the Licensee at the location hereinbefore described is deposited in the United States mail so addressed, with proper postage affixed thereto. The Licensee shall cease use of said City property no later than the end of the 14 day notice period.

2. It is understood by the Licensee that the Licensee shall hold the City harmless from any liability resulting from the granting of this license. Licensee shall indemnify and hold the City harmless from any and all claims for injury to person or property resulting from Permittee actions or omissions in performance of this Permit.

3. Licensee agrees they will not encroach beyond the maximum limits allowed herein and that said encroachment is allowed only for the purposes set forth herein and shall not be expanded.

4. This agreement shall be binding on the Licensee its assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this permit on this 21st day of April, 2009.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

Cecil Williams, Permittee

ATTEST:

Susan K. Weathers, City Clerk

Carol Williams, Permittee

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of April, 2009, before me a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2009, before me, a Notary Public, personally appeared Cecil Williams, and Carol Williams, husband and wife, known to me to be the persons whose names are subscribed herein, who executed the foregoing instrument and acknowledged that they 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: _____

**STAFF REPORT
CITY COUNCIL**

April 21, 2009

From: Doug Eastwood, Parks Director

RE: HIKING AND KAYAKING SERVICE

DECISION POINT:

Enter into an agreement with R.O.W. Adventures to provide a guided hiking service on Tubbs Hill and a kayaking service on Lake Coeur d'Alene around Tubbs Hill.

HISTORY:

We have not had this type of service available to the public in the past. We, the Parks Department, have provided occasional guided tours upon request but have not established a consistent time to do this. Last month we solicited for RFQ's regarding a hiking and kayaking service. We had one response that met and/or exceeded the requirements of the RFQ.

FINANCIAL ANALYSIS:

This service will not cost the city anything. We will negotiate a revenue that will be deposited into the City Parks Capital Improvement Funds; Tubbs Hill line item. That amount will likely be 3% of the gross revenue.

PERFORMANCE ANALYSIS:

A guided tour will serve to help any visitor or resident that participates in the tour by hearing and seeing the preservation perspective of Tubbs Hill. My expectation would be that everyone walks away from the tours with a better understanding and greater appreciation for this natural resource. Additionally anyone on a tour should learn why Tubbs Hill is a valued park and what each individual can do to assure it is enjoyed by generations to come. As per the RFQ, the tour guides will be trained and well versed on the history, plant life, wild life and geological make up of Tubbs Hill.

DECISION POINT:

Enter into an agreement with R.O.W. Adventures to provide a hiking and kayaking service for the 2009 season; May through October.

HIKING/KAYAKING AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2009, 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, hereinafter called "City," and **PETER GRUBB, d/b/a ROW ADVENTURES**, with its principal place of business at 202 East Sherman Avenue, Coeur d'Alene, Idaho 83814 hereinafter called "ROW Adventures."

W I T N E S S E T H:

THAT, WHEREAS, ROW Adventures have been awarded the agreement to provide guided hiking service on Tubbs Hill and a kayaking service on Lake Coeur d'Alene around Tubbs Hill;

NOW, THEREFORE, IT IS AGREED, that for and in consideration of the covenants and agreements set forth herein that, ROW Adventures shall provide guided tours and kayaking service around Tubbs Hill Nature Area identifying the plant life, wildlife, and key points of interest including historical sites and viewpoints.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employee" shall include ROW Adventures.

Section 2. Community Relations: ROW Adventures agree their employees will be courteous at all times to others that may be walking or jogging on Tubbs Hill. It may be necessary, at times, to step to one side of the trail to allow others to pass. Participants are expected to keep the trail(s) and surrounding area free from litter, instructing sight seers that they cannot leave anything on the hill that they may have brought with them. Advertising through ROW's own agency and other media sources is permitted. Advertising on public property is not permitted. Advertising must identify Tubbs Hill and other surrounding public property as a Coeur d'Alene City Park.

Section 3. Appropriate Attire: Hiking and kayaking guides must be appropriately dressed. Employees must be appropriately dressed in either an approved t-shirt or polo-shirt with identifying logo, and approved shorts if shorts are preferred instead of pants. Approval must be received from the Parks Director. It will not be permissible to conduct tours without a shirt or in bikini type swimwear.

Section 4. Tourist Attire: ROW is expected to inform all individuals of proper hiking and kayaking attire and what is appropriate for weather conditions.

Section 5. Vegetation: Guides are to instruct all guided visitors not to pick, pull, or cut any of the vegetation or step or stand upon the vegetation.

Section 6. Schedule: ROW will submit a schedule to the Coeur d'Alene Parks Department with dates and start and finish times of proposed tours. No more than two tours per day shall occur without prior written approval from the Parks Director. Any changes in the schedule submitted to the Parks Department must have prior written approval.

Section 7. Number of Participants: The number of people on any given tour should not exceed 14 people, not including guides. Exceptions to this section must have prior written approval from the Parks Director.

Section 8. Staffing: Kayak guides must be proficient at kayaking and water rescue.

Section 9. Kayaking Services: In combination with, or separate from guided hikes, kayaking lessons/tours can enter the lake at the end of 12th Street at East Lakeshore Drive or from the east side of Independence Point. Flotation devices must be provided to each person using a kayak. Water safety and kayak handling must be part of the kayak lesson/ instruction. Kayak tours are to stay within 100' of the shoreline. Kayak tours can stop at location A, B, or C on attached map. Unloading of kayaks can be done at East Lakeshore Drive or Independence Point and carried to the waterfront. Kayaks cannot be left unattended at any time. Appropriate kayak gear must be provided to each participant. Each kayak must be approved for the user's weight and size. At the end of the tour, kayaks must be removed from the water, loaded onto a vehicle, and transported from the area within 30 minutes. Vehicles are prohibited from parking longer than 30 minutes to load or unload. Vehicles are prohibited from driving on or accessing the beach areas. Clothes and shoes or other equipment cannot be left at departure or landing location.

Section 10. Waiver: ROW Adventures understands that during the term of this agreement, the City may be undertaking maintenance to Tubb's Hill and surrounding waterways, which may interfere with ROW Adventure's operation. ROW Adventures specifically waive any claim as to lost profits or business while said maintenance is undertaken.

Section 11. 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 Adventures fail to maintain such insurance during the entire term hereof, ROW Adventures shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. ROW Adventures 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 12. Insurance: ROW Adventures shall maintain liability insurance naming the City as one of the insureds 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, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. 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.

Section 13. Negligent or Wrongful Act: ROW agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees. ROW further agrees, at ROW's cost, to defend the City against all claims arising out of this agreement, including any claims resulting from the operation of ROW's tours or in connection with the negligent or wrongful acts, errors and omissions of ROW's, their agents or employees.

Section 14. Term: The City shall grant permission to conduct hiking and kayaking tours for the season of May 1, 2009 to October 31, 2009 for the aforestated location.

Section 15. Consideration: ROW Adventures shall in consideration for the permit to operate a hiking and kayaking service, shall pay the sum of three percent (3%) of the gross yearly revenue to the Coeur d'Alene Parks Department.

Section 16. City Ordinances: ROW Adventures shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Sections 5.18.015, 5.18.020, and 5.18.040.

Section 17. Violation of Regulations: ROW Adventures agree 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 Adventures may not be allowed to rebid or resubmit a proposal for a period of three (3) years.

Section 18. Non-transferable: ROW Adventures also agree and understand this service agreement cannot be transferred to another vendor without permission of the City.

Section 19. Parking: At the end of the tour, kayaks must be removed from the water, loaded onto a vehicle, and transported from the area within 30 minutes. Vehicles are prohibited from parking longer than 30 minutes to load or unload and are prohibited from being on the beach areas.

Section 20. Option to Terminate Lease: ROW Adventures may at any time after ten (10) day's written notice terminate this agreement. The notice of the exercise by the Lessor of its option to terminate the lease for no cause shall be given in the same manner as notice of termination in case of default.

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 Adventures 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

By: _____
Sandi Bloem, Mayor

By: _____
Peter Grubb

ATTEST:

By: _____
Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 21st day of April, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

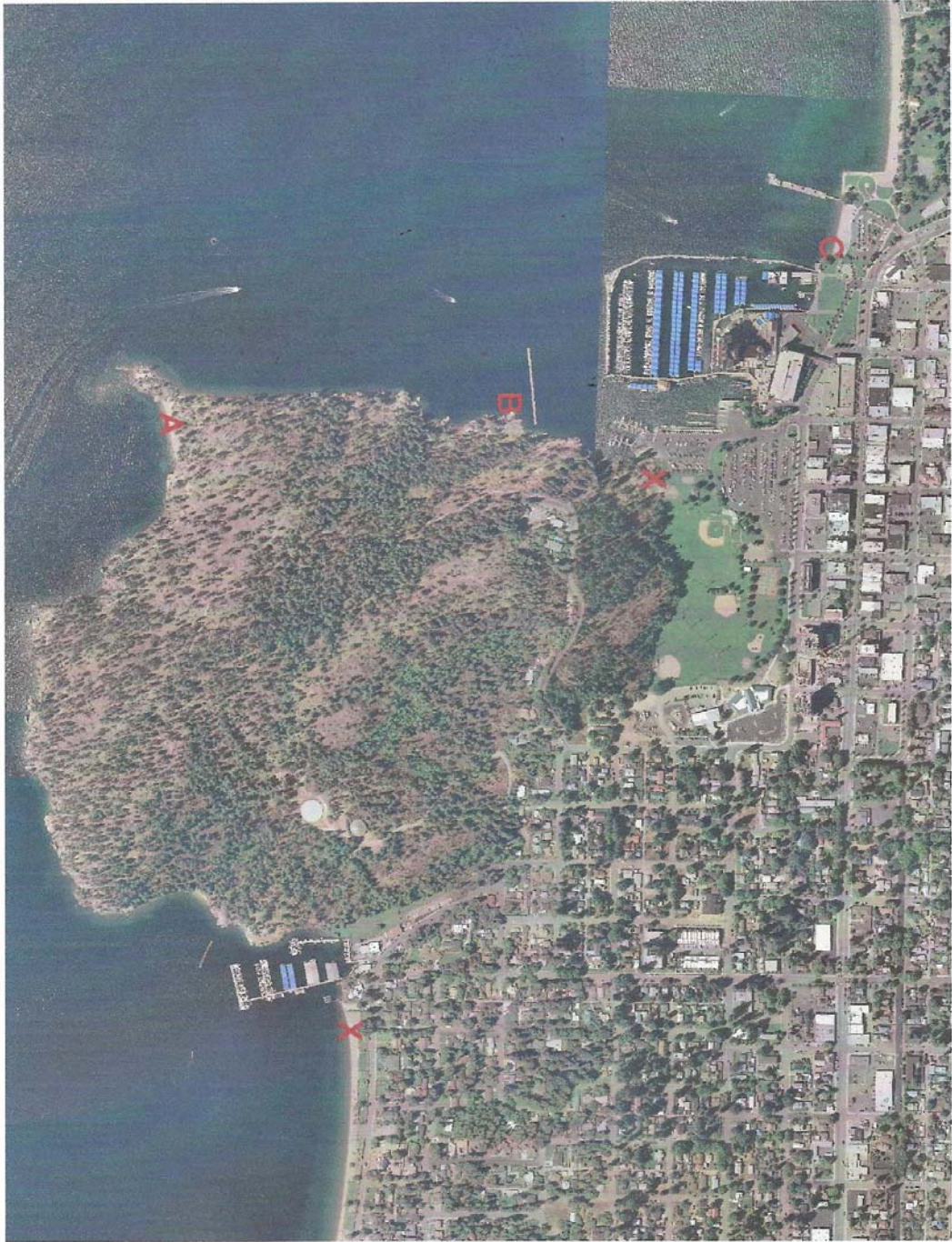
Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of _____, 2009, before me, a Notary Public, personally appeared **PETER GRUBB**, whose name is subscribed to me to be the President of **ROW INC. dba ROW ADVENTURES**, and the person who executed the foregoing instrument on behalf of said corporation and acknowledged to me that such corporation 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: _____



**CITY COUNCIL
STAFF REPORT**

DATE: April 21, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Pereira 2nd Addition, Final Plat, Subdivision Agreement & Security Approval

DECISION POINT

Staff is requesting the following:

1. City Council approval of the final plat document, a 3 lot commercial development.

HISTORY

- a. Applicant: Kris Pereira
GP Land Company, LLC
3893 Schreiber Way
Coeur d'Alene, ID 83815
- b. Location: South of Kathleen Avenue on Schreiber Way.
- c. Previous Action: Preliminary plat approval in November 2008.

FINANCIAL ANALYSIS

The applicant has entered into a subdivision agreement and provided security (Performance Bond for \$31,710.00) to insure the installation of the outstanding improvements.

PERFORMANCE ANALYSIS

The outstanding improvements consist of water and sewer service connections that will be installed no later than October 2010. All other required infrastructure was previously installed and accepted with the underlying development.

DECISION POINT RECOMMENDATION

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

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of April, 2009, between GP Land Company, LLC, whose address is 3893 N. Schreiber Way, Coeur d'Alene, ID, 83815, with Kris Pereira, Member, hereinafter referred to as the "**Developer**," and the **City of Coeur d'Alene**, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 Mullan Avenue, Coeur d'Alene, ID, 83814, hereinafter referred to as the "**City**,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Pereira 2nd Addition, a commercial subdivision in Coeur d'Alene consisting of three (3) buildable lots, situated in Section 2, 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: installation of sanitary sewer and water system lateral services to Lot 3, and, installation of a six inch (6") water service for fire suppression to Lot 3, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before, the 1st day of October, 2010. Said improvements are noted on the "remaining improvements cost" prepared by Frame & Smetana, PA, Consulting Engineers, dated February 23, 2009, on file in the City Engineer's office and incorporated herein as Exhibit "A".

The Developer, prior to recording the plat, shall deliver to the City, a Letter of Credit or other form of security that is acceptable to the City Attorney, in the amount of Thirty One Thousand Seven Hundred Ten and No/100 Dollars (**\$31,710.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend at least one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked Exhibit "B" attached hereto and by reference made a part hereof. The security shall provide that upon failure of the Developer to complete the improvements within the time herein provided, the City may demand the funds represented by the security and use the proceeds thereof 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 and all costs that exceed the posted security for the public improvements noted herein.

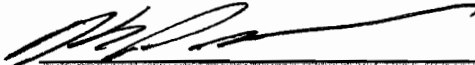
The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in 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

GP LAND COMPANY, LLC

Sandi Bloem, Mayor



Kris Pereira, Member

ATTEST:

Susan K. Weathers, City Clerk

FRAME & SMETANA, P.A.

CONSULTING ENGINEERS

603 NORTH 4TH STREET

Phone (208) 664-2121 - Fax (208) 765-5502

COEUR D'ALENE, IDAHO 83814

PEREIRA 2ND ADDITION

REMAINING IMPROVEMENTS

COST ESTIMATE

February 23, 2009

ITEM	DESCRIPTION	EST QUAN	UNIT	UNIT COST	TOTAL
	2" domestic water connection & service line	1	EA	\$ 2,500.00	\$ 2,500.00
	6" water connection & fittings	1	EA	\$ 1,500.00	\$ 1,500.00
	6" PVC C900 fire service, installed	355	LF	\$ 23.00	\$ 8,165.00
	6" tap to existing service	1	EA	\$ 300.00	\$ 300.00
	6" sewer service line, installed	275	LF	\$ 25.00	\$ 6,875.00
	Surface repair	1	LS	\$ 1,800.00	\$ 1,800.00

TOTAL \$ 21,140.00

Completion Bond, 150% of remaining items

\$ 31,710.00

PERFORMANCE BOND

Bond No: 08955563

Premium: \$793.00

KNOW ALL BY THESE PRESENTS, That we, GP Land Company, LLC

(hereinafter called the Principal), as Principal, and Fidelity and Deposit Company of Maryland, a corporation duly organized under the laws of the State of Maryland (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Coeur d' Alene

710 Mullan Avenue, Coeur d'Alene, Idaho 83814, (hereinafter called the Obligee),

in the sum of Thirty One Thousand Seven Hundred Ten Dollars And No Cents (\$31,710.00) Dollars, for the payment of which sum well and truly

to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 9th day of April, 2009.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated 2/23/2009

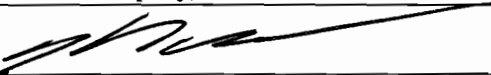
for Pereira 2nd Addition, a Commercial Subdivision in Coeur d'Alene, Consisting of Three (3) Buildable Lots, Situated in Section 2, Township 50 North, Range 4 West, B.M. Kootenai County, Idaho.

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

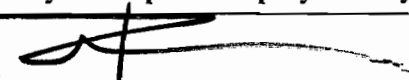
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

GP Land Company, LLC

By  Principal

Fidelity and Deposit Company of Maryland

By  Rosalie A. Miszkiel Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Sacramento

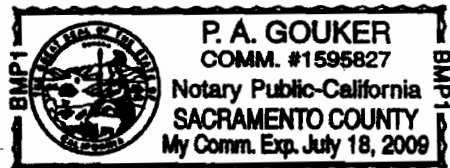
On April 9, 2009 before me, P.A. Gouker, Notary Public
(insert name and title of the officer)

personally appeared Rosalie A. Miszkief
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint **Thomas R. HUCIK, Jo Anne HUCIK, Rosalie A. MISZKIEL, and P.A. GOUKER**, all of Tolson, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Thomas R. HUCIK, Jo Anne HUCIK, Rosalie A. MISZKIEL, P.A. GOUKER, dated October 12, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 23rd day of February, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

State of Maryland }
 City of Baltimore } ss:

On this 23rd day of February, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

**CITY COUNCIL
STAFF REPORT**

DATE: April 21, 2009
FROM: David E. Shults, Capital Program Manager **DES**
SUBJECT: Award of Bids for Prepurchase of WWTP Low Phosphorus Pilot Facility Equipment

DECISION POINT:

Council approval is requested for the proposed prepurchase agreements with Blue Water Technologies, Inc. to furnish Continuous Upflow Media Filtration equipment, for a cost of \$306,000; and with Zenon Environmental Corporation to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a total cost of \$1,141,460.

HISTORY:

The City committed to a multi-year pilot demonstration test facility for wastewater plant equipment that will be needed to achieve very low phosphorus limits that are anticipated in the latest draft EPA discharge permit. The objectives for the two-year program include 1.) selection of one of the three piloted alternatives that demonstrate the best reliability and ease of operation; 2.) optimize design requirements for full scale use at the Cd'A plant; and 3.) initiate operator familiarization and training with the new technology. The City's wastewater engineering consultant, HDR Engineering, researched and recommended three different candidate process systems for the piloting that are considered to be the best available technology. HDR provided specifications that were advertised for soliciting competitive bids from qualified manufacturers. Bids were received from four companies. Blue Water Technologies provided the only bid on the CUMF equipment. Siemens Water Technologies provided a very high proposal on the MBR system that was determined to be non-responsive for the company's unwillingness to use the City's agreement terms. Koch Membrane Systems provided a bid on both the MBR and TMF systems that was also determined to be non-responsive for the same unwillingness to use the City's agreement terms and for failure to provide required entries in the schedule of bid item costs. Zenon Environmental Corporation provided the low bid on the MBR and TMF systems, and was determined to have provided the only responsive bid for the MBR and TMF systems. HDR and city staff reviewed the bids, and believe that the bids from Blue Water and Zenon are acceptable and are as anticipated, and that the proposed agreements for the purchases should be approved.

FINANCIAL ANALYSIS:

<u>Cost Estimate for Pilot Project</u>	
Engineering, Startup and Training	\$645,582
Prepurchase of Pilot Equipment	1,447,460
Contractor Installation of Equipment and Building	1,500,000
Outside Laboratory Services	150,000
Pilot Plant Operations Costs	260,000
Contingency 5%	<u>200,152</u>
Total	\$4,203,194

Funding The city financial plan for FY 2007-08 anticipated \$3 million expenditure for pilot studies, and \$200,000 for an effluent reuse pilot project. Delay of the project resulted in little expenditure during FY 2007-08. The current FY 2008-09 financial plan

authorizes \$1.8 million for the multi-year pilot project. Payments for the prepurchased equipment will be necessary in FY 2009-10. Sufficient reserves exist in the Wastewater Fund to fund this multi-year project.

DISCUSSION:

HDR Engineering provided specifications for the pilot equipment that would allow the most competition from the manufacturers that were considered to have the best available technologies. During development of the specifications, the manufacturers explained that in order to be competitive, they would be compelled to base their bids on the makeup of their prepackaged pilot plants that may not have the specified appurtenances. Not including Blue Water Technologies, all of the bidders took exception to some of the detailed specifications designed by HDR Engineering. HDR reviewed the exceptions provided by the low bidder, Zenon, and negotiated clarifications that are included in the proposed agreement.

Solicitation for contractor bids for installation of the prepurchased equipment and for construction of the building for housing the equipment is underway. Construction is anticipated during the summer of 2009.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed prepurchase agreements with Blue Water Technologies, Inc. to furnish Continuous Upflow Media Filtration equipment, for a cost of \$306,000; and with Zenon Environmental Corporation to furnish a Membrane Bioreactor System and Tertiary Membrane Filtration equipment for a total cost of \$1,141,460.

Attachments

des1296

SECTION 00500
AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2009, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "CITY" or "BUYER", and **Zenon Environmental Corporation**, a corporation duly organized and existing under and by virtue of the laws of the state of Michigan, with its principal place of business at 3239 Dundas Street West, Oakville, Ontario L6M 4B2, hereinafter referred to as "SELLER",

WITNESSETH:

THAT, WHEREAS, the said SELLER has been awarded the contract for: "**Furnishing a MBR and furnishing a TMF System for Low Phosphorus Demonstration Pilot Facility**", according to Contract Documents on file in the office of the CITY CLERK of said BUYER, which documents are entitled: "**Furnishing a MBR and/or TMF System(s) or Furnishing a CUMF System for Low Phosphorus Demonstration Pilot Facility**" and are incorporated herein by reference.

WHEREAS, the Seller provided documentation with its bid that took exception to various provisions in the Project Manual and the following paragraphs resolve those exceptions and clarify the bid price.

WHEREAS, it is agreed that exceptions to the project manual are resolved without any doubt and with a specific price. Exceptions to the Project Manual and clarifications to the bid price are defined in this Agreement. All terms, conditions, and technical details identified in the Project Manual and not revised in this Agreement shall be included herein. Where conflicts exist between the Project Manual and this Agreement, this Agreement shall govern.

AND, WHEREAS, the following clarifications to the Project Manual and bid price are considered by the Engineer, the Seller, and the Buyer as being acceptable revisions to the Project Manual.

1.1 DIVISION 00

A. Section 00300:

1. To Page 1, Paragraph 4, replace the entire paragraph with the following:
"We acknowledge that this price includes the following completed documents: Bid Proposal, Bid Schedule, Bid Guaranty Bond, and Non-Collusion Affidavit."

1.2 DIVISION 01

A. Section 01340:

1. To Page 4, Article 1.4.D.5.k., delete article.
2. To Page 5, Article 1.4.D.5.n., replace entire article with the following:
"Bidding: Include labeled CD(s) in self-adhesive CD pocket inserted at the front of the Final paper copy submittal."

B. Section 01731:

1. To Page 2, Article 1.01.A.4.a.4., delete article.
2. To Page 2, Article 1.01.A.4.b.4., delete article.

1.3 DIVISION 11

A. Section 11005:

1. To Page 2, Article 1.4.A.1.f., no change.
 - a. Increase bid price by \$5,500 for previously excluded anchorage design, equipment foundation data, and design calculations for anchorage supports as specified.

B. Section 11005:

1. To Page 2, Article 1.4.A.2.d., no change.
 - a. See increase in bid price described in Item E.

C. Section 11088:

1. To Page 2, Article 1.4.B.1, replace the first sentence with the following:
"The membrane diffuser elements shall not fail for a period of 2 years from startup or 2 years-6 months after delivery, whichever occurs first."

D. Section 11302:

1. To Page 2, Article 1.3.A.1.a, replace the second sentence with the following:
"All drawings shall be submitted electronically in AutoCAD format, file version 2000 or newer, and in hardcopy format."
2. To Page 3, Article 1.3.A.1.a.6.c, no change.
 - a. See increase in bid price described in Item E.
3. To Page 8, Article 2.2.D.3h, replace with the following:
"Minimum side water depth: 10 ft."
4. To Page 8, Article 2.2.F., no change in technical specifications.
5. To Page 9, Article 2.3.A.3, no change in technical specifications.
 - a. Increase bid price by \$12,449 for skid mounting as specified.
6. To Page 9, Article 2.3.A.7., replace sentence with the following:
"Diffusers and diffuser piping maybe shipped loose for installation by Buyer's Installation Contractor."
7. To Page 9, Article 2.3.B., no change in technical specifications:
 - a. Increase bid price by \$6,828 for screen support and design as specified.
8. To Page 9, Article 2.3.C.1, replace sentence with the following:
"Tanks shall be constructed of mild steel per Section 05505, Metal Fabrication, and coated per Section 09905, Painting and Special Coatings, using manufacturer's recommended factory applied coatings, or constructed of fiberglass reinforced plastic (FRP) or polyethylene."
9. To Page 9, Article 2.3.C.4, replace sentence with the following:
"Aeration Tank: Liquid depth shall provide no less than 9 feet of submergence for diffusers at peak flow."
10. To Page 10, Article 2.3.E.3., no change in the technical specifications.
11. To Page 10, Article 2.3.E.4.c., no change in technical specifications.
12. To Page 11, Article 2.3.E.7.c.1., replace second sentence with the following:

“If the pH of the discharge from the recovery clean process is less than 5.0 or greater than 8.0, the Seller shall provide equipment for neutralization such that the discharge satisfies the following chemical parameters, as measured at the discharge point:”

13. To Page 11, Article 2.3.E.8.a.1., delete the following words:
“and a pipe work connection from the supply process air to the modules.”
 14. To Page 12, Article 2.3.E.10., delete entire paragraph.
 15. To Page 12, Article 2.3.F., replace sentence with the following:
“The pumps shall be controlled by variable frequency drives, where noted, or with a combination flow meter and manual control valve within the normal operating range of the pump, to be provided with the pumps by the SELLER.”
 16. To Page 13, Article 2.3.I.d.2.a., replace with the following:
“Type: Double disc check valve, wafer type equipped with anchor lugs.”
 17. To Page 13, Article 2.3.I.d.2.b., replace with the following:
“Acceptable Manufacturers: Crane Valve or equal.”
 18. To Page 14, Article 2.4.A.3., replace the sentence with the following:
“The PLC shall be enclosed within the required unit control cabinet which shall be NEMA 12 suitable for installation within the main process area as specified in Section 13500.”
 19. To Page 14, Article 2.4.D.2.m., delete the sentence.
 20. To Page 14, Article 2.4.D.2.o., no change in the technical specifications.
 21. To Page 15, Article 2.7.B., no change in the technical specifications.
 22. To Page 15, Article 2.7.C., replace the sentence with the following:
“Provide an on-line turbidity analyzer to monitor and test for membrane integrity.”
 23. To Page 15, Article 3.1., no change in the technical specifications.
- E. Section 11303:
1. To Page 2, Article 1.3.A.1.a, replace the second sentence with the following:
“All drawings shall be submitted electronically in AutoCAD format, file version 2000 or newer, and in hardcopy format.”
 2. To Page 3, Article 1.3.A.1.a.6.c, no change.
 - a. See increase in bid price described in Item E, above.
 3. To Page 7, Article 2.2.A.6., replace the sentence with the following:
“The design flux rate at peak flow shall be 30.0 gfd +/- 1.0 gfd at 20 DegC. The temperature correction factor to be used is $\exp(0.0239*(T_{min}-20))$.”
 4. To Page 7, Article 2.2.B.1.a., replace the sentence with the following:
“The design flux at 20 DegC for all installed elements falls within the flow range of 40,000 to 60,000 gpd for the module being supplied.”
 5. To Page 8, Article 2.2.F., no change in the technical specifications.
 6. To Page 9, Article 2.3.B., no change in technical specifications:
 - a. See increase in bid price described in Item H.7.
 7. To Page 10, Article 2.3.D.4.c., no change in technical specifications.
 8. To Page 10, Article 2.3.D.7.c.1., replace second sentence with the following:

“If the pH of the discharge from the recovery clean process is less than 5.0 or greater than 8.0, the Seller shall provide equipment for neutralization such that the discharge satisfies the following chemical parameters, as measured at the discharge point:”

9. To Page 10, Article 2.3.D.8.a.1., delete the following words:
“and a pipe work connection from the supply process air to the modules.”
10. To Page 11, Article 2.3.D.10., delete entire paragraph.
11. To Page 12, Article 2.3.H.d.2.a., replace with the following:
“Type: Double disc check valve, wafer type equipped with anchor lugs.”
12. To Page 12, Article 2.3.H.d.2.b., replace with the following:
“Acceptable Manufacturers: Crane Valve or equal.”
13. To Page 13, Article 2.4.A.3., replace the sentence with the following:
“The PLC shall be enclosed within the required unit control cabinet which shall be NEMA 12 suitable for installation within the main process area as specified in Section 13500.”
14. To Page 14, Article 2.4.D.2.1., delete the sentence.
15. To Page 14, Article 2.7.B., no change in the technical specifications.
16. To Page 14, Article 2.7.C., no change in the technical specifications.
“Provide an on-line turbidity analyzer to monitor and test for membrane integrity.”
17. To Page 14, Article 3.1., no change in the technical specifications.

1.4 DIVISION 13

A. Section 13440:

1. To Page , Article 1.5.A.11a., add the following sentence:
“If Seller proposes unique equipment numbering system that is different than the equipment numbering shown on the contract documents, Seller shall provide a conversion table that references the Seller’s equipment numbers and the corresponding equipment numbers in the Contract Documents.”

B. Section 13441-MBR:

1. To Page 5, Article 3.3.B.1., no change in the technical specifications.
2. To Page 5, Article 3.4.D.1., replace with the following:
“The MBR PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the pumps.”
3. To Page 5, Article 3.4.D.2., replace with the following:
“The MBR PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the mixers.”
4. To Page 6, Article 3.5.B.1., replace with the following:
“The MBR PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the mixers.”
5. To Page 6, Article 3.6.B.1., replace with the following:
“The MBR PLC includes HAND/AUTO and START/STOP functions, speed controls, run status, and a fail alarm for the Aeration Blower.”
6. To Page 6, Article 3.6.B.2., delete the sentence.

7. To Page 6, Article 3.6.B.4., replace the first sentence with the following:
“AUTO MODE: When the AUTO mode is selected, the blower can be started and stopped for continuous operation from the HMI SCADA screen.”
 8. To Page 9, Article 3.9.E.1., replace with the following:
“The MBR PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the backpulse pump.”
 9. To Page 6, Article 3.9.E.2.a., replace the first sentence with the following:
“AUTO MODE: When the AUTO mode is selected, PBW-50041 can be started and stopped for continuous operation from the MBR HMI screen.”
- C. Section 13441-TMF:
1. To Page 4, Article 3.3.B.1., replace with the following:
“The TMF PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the CSL Return Pump.”
 2. To Page 4, Article 3.3.B.2., replace with the following:
“AUTO MODE: When the AUTO mode is selected, the pump can be started and stopped from the TMF PLC HMI.”
 3. Increase bid price by \$4,200 for previously excluded chemical sludge return pump and \$2,900 for previously excluded skid mounting as specified.
 4. To Page 6, Article 3.6.B.1., replace with the following:
“The TMF PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the permeate pump.”
 5. To Page 6, Article 3.6.B.2., replace the first sentence with the following:
“AUTO MODE: When the AUTO mode is selected, PP-50033 can be started and stopped for continuous operation from the TMF PLC HMI.”
 6. To Page 7, Article 3.7.D.1., replace with the following:
“The TMF PLC includes HAND/AUTO and START/STOP functions, run status, and a fail alarm for the backpulse pump.”
 7. To Page 7, Article 3.7.D.2.a., replace the first sentence with the following:
“AUTO MODE: When the AUTO mode is selected, PBW-50043 can be started and stopped for continuous operation from the TMF HMI or SCADA screen.”
- D. Section 13442: no change in the technical specifications.
- E. Section 13446: no change in the technical specifications.
- F. Section 13448: no change in the technical specifications.
- G. Section 13500:
1. To Page 2, Article 2.1.A.3., no change in the technical specifications.
 2. To Page 9, Article 2.3.H.1., replace with the following:
“Meet NEMA (Publication No. 250) rating of NEMA 12.”
- H. Section 13911:
1. To Page 2, Article 3.2.C., Table 1, Item 1, no change in the technical specifications.
 2. To Page 2, Article 3.2.C., Table 1, Item 2, no change in the technical specifications.
 3. To Page 2, Article 3.2.C., Table 1, Item 3, no change in the technical specifications.

4. To Page 2, Article 3.2.C., Table 1, Item 4, no change in the technical specifications.

I. Section 13922:

1. To Page 2, Article 3.2.C., Table 1, Item 1, no change in the technical specifications.

2. To Page 2, Article 3.2.C., Table 1, Item 2, no change in the technical specifications.

3. To Page 2, Article 3.2.C., Table 1, Item 3, no change in the technical specifications.

4. To Page 2, Article 3.2.C., Table 1, Item 4, no change in the technical specifications.

1.5 DIVISION 15

A. Section 15060: no change in the technical specifications.

B. Section 15100: no change in the technical specifications.

1.6 DRAWINGS

A. Drawing Sheet Y2:

1. At drawing position A-6, no change to the drawing.

a. Increase bid price by **\$1,635** for previously excluded Fine Screen influent flow meter required by Seller's equipment.

B. Drawing Sheet Y5:

1. At drawing position B-1, no change to the drawing.

a. Increase bid price by **\$3,300** for previously excluded inline static mixer as specified.

C. Drawing Sheet Y6:

1. At drawing position A-3, no change to the drawing.

a. Increase bid price by **\$3,348** for previously excluded flow meter and control valve as specified.

2. At drawing position B-3, no change to the drawing.

a. Increase bid price by **\$8,500** for MLSS probe as specified.

The City's total consideration for the goods and special services, and bid price increase, described in these revisions shall be **forty eight thousand six hundred sixty dollars (\$48,660)**.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY OF COEUR D'ALENE**, as hereinafter set forth, the **SELLER** shall furnish the Goods and Special Services as specified or indicated in the Contract Documents, under the penalties expressed in the performance bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **SELLER** shall employ appropriate means to prevent accidents and shall save the BUYER harmless from all claims for injury to person or property resulting from the **SELLER'S** actions or omissions in performance of this agreement. The **SELLER** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the BUYER prior to cancellation of the policies shall be filed in the office of the CITY CLERK.

The **SELLER** agrees to maintain Workers' 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 **SELLER** fail to maintain such insurance during the entire term hereof, the **SELLER** shall indemnify the **BUYER** against any loss resulting to the **BUYER** from such failure, either by way of compensation or additional premium liability. The **SELLER** shall furnish to the **BUYER**, prior to commencement of the work, such evidence as the **BUYER** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **BUYER**, a surety bond in an amount sufficient to make such payments.

The **SELLER** shall furnish the **BUYER** certificates of the insurance coverage's required herein, which certificates must be approved by the **BUYER** Attorney.

The **BUYER** shall pay to the **SELLER** for the work, services and materials herein provided to be done and furnished by it, the sum of one million one hundred forty one four hundred sixty dollars (\$1,141,460.00), as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month. No retainage shall be withheld. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Failure of the **SELLER** to complete the work within the time allowed may result in damages being sustained by the **BUYER**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **SELLER** shall fail to complete any of the following work pursuant to the times listed below, the **SELLER** shall pay to the **BUYER** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day for each event listed below and damages will be cumulative if more than one event is missed, with an upper limit of 10 percent of the original contract value, which sums shall not be construed as a penalty.

<u>Milestone Event</u>	<u>Maximum Acceptable Time Frame after Date of Notice to Proceed (Calendar Days)</u>
Delivery of P&ID Shop Drawings	56
Delivery of Mechanical Shop Drawings (with process piping)	56
Delivery of Electrical Shop Drawings	56
Delivery of Preliminary Operations and Maintenance Manuals	90
Delivery of Goods to site	180

<u>Milestone Event</u>	<u>Maximum Acceptable Time Frame after Buyer's Installation Contractor States System is Ready for Commencement of Manufacturer's Field Services (Calendar Days)</u>
Satisfactory Completion of Start-Up and Testing	28
Delivery of Final Operations and Maintenance Manuals	56
Satisfactory Completion of Field Services during Pilot Startup after Buyer's Installation Contractor has corrected all Seller's listed installation deficiencies.	786

Notwithstanding anything to the contrary herein or elsewhere in the contract documents, the liquidated damages set forth in this Agreement shall constitute the **BUYER's** sole and exclusive remedy for delay by **SELLER** in achieving completion of the work within the time specified.

SELLER shall submit applications for payment in accordance with the General Conditions.

BUYER shall make progress payments on account of the Contract Price on the basis of **SELLER's** applications for Payment as recommended by **ENGINEER**, as provided below and in the General Conditions:

<u>Event</u>	<u>Percentage of Payment at each Event</u>
Bid Item No. 1-1 (Section 00310) minus Bid Item 4-1 (if applicable).	
• Delivery of Final Shop Drawings	5
• Delivery of Preliminary Operations and Maintenance Manual	5
• Delivery of Equipment (Membrane Bioreactor Equipment and all corresponding appurtenances)	60
• Delivery of Final Operations and Maintenance Manual	10
• Satisfactory Completion of Field Services including Start-Up, Testing, and Training	20
 Bid Item No. 1-2 (Section 00310)	
Work authorized by Buyer and Engineer as described in Section 13911.	100*
 Bid Item No. 2-1 (Section 00310) minus Bid Item 4-2 (if applicable).	
• Delivery of Final Shop Drawings	5
• Delivery of Preliminary Operations and Maintenance Manual	5
• Delivery of Equipment (Tertiary Membrane Filtration Equipment and all corresponding appurtenances)	60
• Delivery of Final Operations and Maintenance Manual	10
• Satisfactory Completion of Field Services including Start-Up, Testing, and Training	20
 Bid Item No. 2-2 (Section 00310)	
Work authorized by Buyer and Engineer as described in Section 13922.	100*

* Note: Paid within 30 days of satisfactory completion for work authorized under separate Notice to Proceed.

The **BUYER** will provide to the **SELLER** a copy of its Idaho State Tax Commission Sales Tax Resale or Exemption Certificate for the **SELLER's** records. **SELLER** shall contact the Sales Tax Audit Bureau or the Tax Policy section of the Idaho Tax Commission to get oral or written clarification on issues involving State of Idaho sales taxes.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials for **Bid Item Nos. 1, 2, and 4 in Section 00310 – Bid Schedule**, the **SELLER** shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the price stated, said bonds to be executed by a surety company authorized to do business in the State of Idaho.

The terms "Project Manual" and "Contract Documents" are defined by the table of contents included herein and further defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

THIS AGREEMENT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and **CITY CLERK** of the **CITY OF COEUR D'ALENE** have executed this contract on behalf of said **BUYER**, the **CITY CLERK** has affixed the seal of said **BUYER** hereto, and the **SELLER** has caused the same to be signed by a duly authorized employee with an official letter of signatory authorization, and its seal to be affixed hereto, the day and year first above written.

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

**SELLER:
Zenon Environmental Corporation**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Susan K. Weathers, City Clerk

By: _____
Title: _____

**SECTION 00500
AGREEMENT**

THIS AGREEMENT, made and entered into this 21st day of April, 2009, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "**CITY**" or "**BUYER**", and **Blue Water Technologies, Inc.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at 10450 North Airport Drive, Hayden, Idaho 83835, hereinafter referred to as "**SELLER**",

W I T N E S S E T H:

THAT, WHEREAS, the said SELLER has been awarded the contract for: Furnishing a CUMF System for Low Phosphorus Demonstration Pilot Facility, according to Contract Documents on file in the office of the CITY CLERK of said BUYER, which documents are entitled: "Furnishing a MBR and/or TMF System(s) or Furnishing a CUMF System for Low Phosphorus Demonstration Pilot Facility" and are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the **CITY OF COEUR D'ALENE**, as hereinafter set forth, the **SELLER** shall furnish the Goods and Special Services as specified or indicated in the Contract Documents, under the penalties expressed in the performance bond bearing even date herewith, and which bond with said Contract Documents are hereby declared and accepted as parts of this Agreement. All material shall be of the high standard required by the said Contract Documents and approved by the Engineer, and all labor performed shall be of first-class workmanship.

The **SELLER** shall employ appropriate means to prevent accidents and shall save the BUYER harmless from all claims for injury to person or property resulting from the **SELLER'S** actions or omissions in performance of this agreement. The **SELLER** shall purchase and maintain insurance of the type and the amount specified in the Contract Documents. Certificates of insurance providing at least thirty (30) days written notice to the BUYER prior to cancellation of the policies shall be filed in the office of the CITY CLERK.

The **SELLER** agrees to maintain Workers' 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 **SELLER** fail to maintain such insurance during the entire term hereof, the **SELLER** shall indemnify the **BUYER** against any loss resulting to the **BUYER** from such failure, either by way of compensation or additional premium liability. The **SELLER** shall furnish to the **BUYER**, prior to commencement of the work, such evidence as the **BUYER** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **BUYER**, a surety bond in an amount sufficient to make such payments.

The **SELLER** shall furnish the **BUYER** certificates of the insurance coverage's required herein, which certificates must be approved by the BUYER Attorney.

The **BUYER** shall pay to the **SELLER** for the work, services and materials herein provided to be done and furnished by it, the sum of \$306,000.00, as hereinafter provided. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month. Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council.

Failure of the **SELLER** to complete the work within the time allowed may result in damages being sustained by the **BUYER**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **SELLER** shall fail to complete any of the following work pursuant to the times listed below, the **SELLER** shall pay to the **BUYER** or have withheld from moneys due, **liquidated damages** at the rate of **\$500.00** per calendar day for each event listed below and damages will be cumulative if more than one event is missed, with an upper limit of 10 percent of the original contract value, which sums shall not be construed as a penalty.

<u>Milestone Event</u>	<u>Maximum Acceptable Time Frame after Date of Notice to Proceed (Calendar Days)</u>
Delivery of P&ID Shop Drawings	14
Delivery of Mechanical Shop Drawings (with process piping)	28
Delivery of Electrical Shop Drawings	42
Delivery of Preliminary Operations and Maintenance Manuals	90
Delivery of Goods to site	180
<u>Milestone Event</u>	<u>Maximum Acceptable Time Frame after Buyer's Installation Contractor States System is Ready for Commencement of Manufacturer's Field Services (Calendar Days)</u>
Satisfactory Completion of Start-Up and Testing	28
Delivery of Final Operations and Maintenance Manuals	56
Satisfactory Completion of Field Services during Pilot Startup after Buyer's Installation Contractor has corrected all Seller's listed installation deficiencies.	786

Notwithstanding anything to the contrary herein or elsewhere in the contract documents, the liquidated damages set forth in this Agreement shall constitute the **BUYER's** sole and exclusive remedy for delay by **SELLER** in achieving completion of the work within the time specified.

SELLER shall submit applications for payment in accordance with the General Conditions.

BUYER shall make progress payments on account of the Contract Price on the basis of **SELLER's** applications for Payment as recommended by **ENGINEER**, as provided below and in the General Conditions:

<u>Event</u>	<u>Percentage of Payment at each Event</u>
Bid Item No. 1-1 (Section 00310) minus Bid Item 4-1 (if applicable).	
• Delivery of Final Shop Drawings	5
• Delivery of Preliminary Operations and Maintenance Manual	5
• Delivery of Equipment (Membrane Bioreactor Equipment and all corresponding appurtenances)	60
• Delivery of Final Operations and Maintenance Manual	10
• Satisfactory Completion of Field Services including Start-Up, Testing, and Training	20
Bid Item No. 1-2 (Section 00310)	
Work authorized by Buyer and Engineer as described in Section 13911.	100*

Bid Item No. 2-1 (Section 00310) minus Bid Item 4-2 (if applicable).

- Delivery of Final Shop Drawings 5
- Delivery of Preliminary Operations and Maintenance Manual 5
- Delivery of Equipment (Tertiary Membrane Filtration Equipment and all corresponding appurtenances) 60
- Delivery of Final Operations and Maintenance Manual 10
- Satisfactory Completion of Field Services including Start-Up, Testing, and Training 20

Bid Item No. 2-2 (Section 00310)

Work authorized by Buyer and Engineer as described in Section 13922. 100*

Bid Item No. 3-1 (Section 00310)

- Delivery of Final Shop Drawings 5
- Delivery of Preliminary Operations and Maintenance Manual 5
- Delivery of Equipment (Continuous Upflow Media Filtration Equipment and all corresponding appurtenances) 60
- Delivery of Final Operations and Maintenance Manual 10
- Satisfactory Completion of Field Services including Start-Up, Testing, and Training 20

Bid Item No. 3-2 (Section 00310)

Work authorized by Buyer and Engineer as described in Section 13933. 100*

* Note: Paid within 30 days of satisfactory completion for work authorized under separate Notice to Proceed.

The **BUYER** will provide to the **SELLER** a copy of its Idaho State Tax Commission Sales Tax Resale or Exemption Certificate for the **SELLER's** records. **SELLER** shall contact the Sales Tax Audit Bureau or the Tax Policy section of the Idaho Tax Commission to get oral or written clarification on issues involving State of Idaho sales taxes.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials for **Bid Item Nos. 1-1, 2-1, 3-1, 4-1, and 4-2 in Section 00310 – Bid Schedule**, the **SELLER** shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the price stated, said bonds to be executed by a surety company authorized to do business in the State of Idaho.

For the faithful performance of this agreement in accordance with the Contract Documents and payment for all labor and materials for **Bid Item Nos. 1-2, 2-2, and 3-2, in Section 00310 – Bid Schedule**, the **SELLER** shall execute good and sufficient irrevocable letter of credit in the amount of one hundred percent (100%) of the total amount of the price stated, said irrevocable letter of credit to be executed by a Federally Insured Bank authorized to do business in the State of Idaho.

The terms "Project Manual" and "Contract Documents" are defined by the table of contents included herein and further defined in Section 00700 of the Project Manual, entitled "Standard General Conditions for Procurement Contracts".

THIS AGREEMENT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and **CITY CLERK** of the **CITY OF COEUR D'ALENE** have executed this contract on behalf of said **BUYER**, the **CITY CLERK** has affixed the seal of said **BUYER** hereto, and the **SELLER** has caused the same to be signed by a duly authorized employee with an official letter of signatory authorization, and its seal to be affixed hereto, the day and year first above written.

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

**SELLER:
Blue Water Technologies, Inc.**

By: _____
Sandi Bloem, Mayor

By: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Susan K. Weathers, City Clerk

By: _____
Title: _____

Staff Report

To: General Services
From: Recreation Director
Date: April 21, 2009

Decision Point:

Recreation Department is seeking authorization from City Council enter into an agreement to provide training for City of Hayden Lifeguards.

History:

The City of Coeur d'Alene provides in-service United States Life Saving training for the guards we employ at City Beach. City Beach in Coeur d'Alene is a USLA Certified Beach. It is a requirement that beach staff have yearly USLA Training. This would be the 3rd year we have provided this training for the City of Hayden.

Financial Analysis:

This is mandatory training for the Lifeguards we employ at City Beach. The City of Hayden will reimburse the City for this training based on the percentage of Hayden guard we train. We normally have trained only city guards and have paid 100% of the costs for this training. I anticipate we will now be paying about 60% of the costs and 40 % from the City of Hayden.

Decision Point\Recommendation:

Staff recommends approval of the agreement.

Steve Anthony

Recreation Director

USLA Lifeguard Training Agreement

This agreement is entered into between the City of Hayden, a political subdivision of the state of Idaho, hereinafter "Hayden," and the City of Coeur d'Alene, a political subdivision of the state of Idaho, hereinafter "Coeur d'Alene."

WHEREAS, both Hayden and Coeur d'Alene have open-water beaches located within their city limits; and

WHEREAS, both the Hayden and Coeur d'Alene desire to have their lifeguards trained to perform United States Lifeguard Association (USLA) open-water rescues; and

WHEREAS, Coeur d'Alene has on staff a USLA certified instructor that can provide USLA lifeguard training for both Coeur d'Alene and Hayden lifeguards.

NOW THEREFORE, it is agreed that Coeur d'Alene provide USLA certified training to Hayden lifeguards under the following terms and conditions:

1. Hayden will pay to Coeur d'Alene its pro rata share in an amount not to exceed \$17.00 per hour for each Hayden lifeguard receiving USLA recertification, lifeguards receiving certification training, and each lifeguard receiving in-service training, for a total dollar amount not to exceed \$2,500.00. Payment will be made by Hayden within 30 days of receipt of an itemized billing statement from Coeur d'Alene for the lifeguard training completed during the previous month.
2. Coeur d'Alene agrees that the lifeguard used to provide that training will be an employee of Coeur d'Alene certified by USLA to teach open-water rescue and that the employee will be paid by Coeur d'Alene on a fixed, hourly basis and not on a commission basis.
3. Coeur d'Alene agrees that the recertification and USLA training for Hayden lifeguards will commence no later than the 21st day of May, 2009, and be completed no later than the 12th day of June, 2009. The in-service training will be held throughout the season and be completed by August 31, 2009.
4. Hayden agrees to provide Coeur d'Alene a list of the lifeguards that will be attending the USLA recertification and training 24 hours prior to the first day of training.
5. Coeur d'Alene agrees to notify the Hayden Recreation Director as soon as practical, but no later than the following business day, when a Hayden lifeguard fails to attend a training session.
6. Hayden agrees to indemnify, defend, and hold harmless Coeur d'Alene, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or

any performances or activities of Hayden, its agents, employees, or representatives under this Agreement. Coeur d'Alene agrees to indemnify, defend, and hold harmless Hayden, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Coeur d'Alene, its agents, employees, or representatives under this Agreement.

7. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
8. This agreement shall commence upon the signature of both parties hereto.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

DATED this 21st day of April, 2009.

HAYDEN

COEUR D'ALENE

Ronald B. McIntire, Mayor

Sandi Bloem, Mayor

ATTEST:

ATTEST:

Vicki Rutherford, City Clerk

Susan K. Weathers, City Clerk

**CITY COUNCIL
STAFF REPORT**

DATE: *April 21, 2009*

FROM: *Legal Department*

SUBJECT: *Repealing Resolution No. 07-037 which established a no parking / tow away zone*

DECISION POINT:

Will the City Council authorize repealing Resolution No. 07-037 adopted May 15, 2007 which established no parking zones on 4th Street and Lakeside Avenue adjacent to the Federal Courthouse.

HISTORY:

In order to provide a higher level of security at the Federal Courthouse, the United States Marshal requested the City implement a NO PARKING / TOW AWAY zone directly adjacent to the Federal Courthouse on both Lakeside Avenue and 4th Street.

A new Federal Courthouse has been constructed and dedicated, eliminating the need for the no parking zones.

FINANCIAL ANALYSIS:

There is no financial cost.

PERFORMANCE ANALYSIS:

Reestablishing parking on Lakeside and 4th Street will provide additional parking opportunities for the general public.

DECISION POINT/RECOMMENDATION:

Will the City Council authorize repealing Resolution No. 07-037 adopted May 15, 2007 which established no parking zones on 4th Street and Lakeside Avenue adjacent to the Federal Courthouse

RESOLUTION NO. 09-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING RESOLUTION NO 07-037, WHICH ESTABLISHED A NO PARKING / TOW AWAY ZONE DIRECTLY ADJACENT TO THE FEDERAL COURTHOUSE BUILDING.

WHEREAS, on May 15, 2007 the City Council adopted Resolution 07-037, which established no parking zones on 4th Street and Lakeside Avenue adjacent to the former Federal Courthouse; and

WHEREAS, the purpose of the no parking zones was to enhance security for the former Federal Courthouse; and

WHEREAS, a new Federal Courthouse has been constructed and dedicated eliminating the need for the no parking zones; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council that Resolution No. 07-037 is repealed.

DATED this 21st day of April, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

_____ was absent. Motion _____.

**General Services Committee
Staff Report**

Date: April 13, 2009

From: Troy Tymesen, Finance Director

Subject: Identity Theft Prevention Program (Red Flag Rules)

Decision Point: To adopt the Identity Theft Prevention Program as recommended by staff.

History: In order to help combat identity theft, Congress enacted section 114 and 315 of the Fair and Accurate Transaction Act of 2003 (FACTA). These final rules and guidelines became effective January 1, 2008 with mandatory compliance by May 1, 2009. In accordance with the rules adopted by the Federal Trade Commission (FTC) to implement FACTA, the City, as a utility provider that allows its customers to pay for utility services after the services have been received, is required to adopt an Identity Theft Prevention Program to protect its utility customers.

Financial Analysis: The program does not require any hard dollar costs to implement. Execution of the program will be incorporated into ongoing staff training and raising the awareness of protecting the identity of utility customers. A successful Theft Prevention Program has the probability of saving time and financial resources for the City's utility customers.

Performance Analysis: Identity theft has been the number one fraud complaint filed with the Federal Trade Commission for the better part of a decade. The agency's yearly publication of its fraud complaints regularly finds identity theft outstripping all other categories. In 2007, the FTC reported that of 813,899 total complaints received in 2007, 258,427, or 32 percent, were related to identity theft.

According to the FTC, total consumer fraud losses totaled \$1.2 billion, with the average monetary loss for an individual at \$349.

The FTC's last official survey, released in November 2007, claimed 8.3 million Americans had been victims of identity theft in 2005. The agency recently announced that it would commission a new study of the experiences of identity theft victims, including their knowledge of remedies available to them under the law.

The implementation of this program will allow the City of Coeur d' Alene to actively educate staff and assist in the prevention of identity theft.

Decision Point: To adopt the Identity Theft Prevention Program as recommended by staff.

RESOLUTION NO. 09-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AN IDENTITY THEFT PREVENTION PROGRAM.

WHEREAS, the need for citywide program regarding Identity Theft Prevention has been deemed necessary by the City Council; and

WHEREAS, the Finance Director has proposed a program regarding these issues, and the same were discussed at the April 13th, 2009 General Services Committee meeting; and

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

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

DATED this 21st day of April, 2009

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, 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 _____.

City of Coeur d' Alene

IDENTITY THEFT PREVENTION PROGRAM

**Program Administrator:
Troy Tymesen
City of Coeur d' Alene Finance Director**

In order to help combat identity theft, Congress enacted section 114 of the Fair and Accurate Transaction Act of 2003 (FACTA). In accordance with the Rules adopted by the Federal Trade Commission to implement FACTA, the City, as a utility provider that allows its customers to pay for utility services after the services have been received, is required to adopt a Theft Identity Prevention Program to protect its utility customers.

The following policies and procedures are for the purpose of detecting, preventing and mitigating identity theft. The policies and procedures take into account the size and complexity of the City's utility operations and account systems, and the nature and scope of the City's utility activities.

For the purpose of this Program, the following definitions will apply:

“Covered Account” -

1. Any account the City offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
2. Any other account the City offers or maintains for which there is a reasonable foreseeable risk to customers or to the safety and soundness of the City from Identity Theft.

“Identifying Information” -

Any name or number that may be used alone, or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government-issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing number.

I. IDENTIFYING RED FLAGS:

The following are identified as Red Flags, which are potential indicators of fraud. Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification.

Alerts, Notifications or Warnings from a Consumer Reporting Agency, including but not limited to the following examples:

1. A fraud or active duty alert included with a consumer report;
2. A notice of credit freeze from a consumer reporting agency in response to a request by the City for consumer report;
4. A notice of address discrepancy from a consumer reporting agency as defined in §334.82(b) of the Fairness and Accuracy in Credit Transactions Act.
5. A consumer report that indicates a pattern of activity that is inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
 - a. A recent and significant increase in the volume of inquiries;
 - b. An unusual number of recently established credit relationships;
 - c. A material change in the use of credit, especially with respect to recently established credit relationships; or
 - d. An account that was closed for cause or identified for abuse of account privileges by a creditor.

Suspicious Documents

1. Documents provided for identification appear to have been altered or forged.
2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
3. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
4. Other information on the identification is not consistent with readily accessible information that is on file with the City, such as a signature card or recent check.
5. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

1. Personal identifying information provided is inconsistent when compared against external information sources used by the City. For example:
 - a. The address does not match any address in the consumer report; or
 - b. The Social Security Number (SSN) has not been issued, or the number is listed on the Social Security Administration's Death Master File.

2. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
3. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the City. For example:
 - a. The address on an application is fictitious, a mail drop, or a prison; or
 - b. The phone number is invalid, or is associated with a pager or answering service.
4. The SSN provided is the same as that submitted by other persons opening an account or other customers.
5. The address or telephone number provided is the same as or similar to the account number or telephone number submitted by an unusually large number of other persons opening accounts or other customers.
6. The person opening the covered account or the customer fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
7. Personal identifying information provided is not consistent with personal identifying information that is on file with the City.
8. The person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report in the event that the City elects to include as part of the account application the requirement for the applicant to provide the answer to a challenge question to be used to verify the identity of the customer when asking for information.

Unusual Use of, or Suspicious Activity Related to, the Covered Account

1. A new account is used in a manner commonly associated with known fraud patterns. For example:
 - a. The customer fails to make the first payment or makes an initial payment but no subsequent payments.
2. The City is notified that the customer is not receiving paper account statements.

Notice from Customers, Victim Identity Theft, Law Enforcement Authorities, or Other Persons Regarding Possible Identity Theft in Connection With Covered Accounts Held by the Creditor

1. The City is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that the City has opened a fraudulent account for a person engaged in identity theft.

Incidents of identity theft that the City has experienced

1. The customer's behavior, or the information provided by the customer, is consistent or similar to that of other customers that the City has experienced as having been relating to incidents of identity theft.
2. Other patterns of behavior that the City experiences from time-to-time that have been used in identity theft.

II. PROCEDURES TO DETECT RED FLAGS

Verify identity

1. Information request for Customer or Owner information beyond what is allowed by Idaho open records law shall not be granted. Utility customers will be required to provide sufficient information to identify them as the owner of the property for which the utility services are to be provided. The last four digits of the property owners social security number will be used in establishing a utility account or when inquires are made regarding the account. The City of Coeur d' Alene will remove all but the last four digits of social security numbers on existing utility accounts.
2. Utility accounts will not be transferred into the name of a new customer without obtaining the same verification as required for the initial service request. The legal property owner will be verified by contacting either the closing title company or Kootenai County Assessor's records.
3. Pursuant to the Municipal Code of the City of Coeur d' Alene section 13.04.070 Fees Assessed for the City Utility Bill (which may include: water, sewer, garbage, street lights, storm water and solid waste) must remain in the property owners name. The property owner may designate invoices be sent to a property manger, rental agency, tenant or lessee for the property address with a signed City Property Owner Agreement form. This does not relieve the property owner of liability for payment of any fees or charges accrued.
4. If the mailing address for the account is not the same address as the property receiving the services, the customer must provide verification that the mailing address is valid.

III. PROCEDURES TO PREVENT AND MITIGATE IDENTITY THEFT

1. Any time a Red Flag is identified relating to a covered account, the information will be provided to the persons assigned to administer this Program (Program Administrator). The Program Administrator will review the information and determine, in consultation with the City Attorney and or

law enforcement when appropriate, which of the following steps shall be followed:

- a. Continued monitoring of the account for evidence of identity theft;
- b. Contact the customer at the address where the services are being received to verify the information and/or identity of the customer.
- c. Change any passwords or other security devices, if any are used by the City, that would permit access to accounts;
- d. Refuse to establish the account in the name of the person requesting the account be opened or the name on the account be changed.
- e. Close an existing account;
- f. Reopen an account with a new number;
- g. Notify law enforcement; or
- h. Determine that no response is warranted under the particular circumstances.

IV. PROGRAM ADMINISTRATION

Program Administrator

The City Finance Director, or the Finance Director's designee, shall serve as the Program Administrator.

Duties of Program Administrator

The Program Administrator shall have the following duties:

1. Developing, implementing and updating this Program;
2. Administration of this Program;
3. Ensuring that the City's utility staff are appropriately trained;
4. Reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft;
5. Determining the steps or prevention and mitigation should be taken in particular circumstances; and
6. Considering period changes to the Program.

Staff Training and Reports

1. City utility staff responsible for implementing this Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. Training will be provided by the Program Administrator in conjunction with law enforcement.
2. Staff should prepare a report at least annually for the Program Administrator, including but not limited to the following:

- a. An evaluation of the effectiveness of the Program with respect to opening accounts;
- b. An evaluation of existing covered accounts;
- c. An evaluation of service provider arrangements;
- d. Significant incidents involving identity theft and response; and
- e. Recommendations for changes to the Program.

Service Provider Arrangements

In the event that the City engages a service provider to perform an activity in connection with one or more accounts, the City will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies designed to detect, prevent, and mitigate the risk of identity theft.

1. Require, by contract, the service provider to have such policies and procedures in place; and
2. Require, by contract, the service provider review this Program and report any Red Flags to the Program Administrator.

V. PERIODIC UPDATING OF THE PROGRAM

This Program will be reviewed by the Program Administrator at least annually to determine if the Program needs to be amended to reflect changes in risks to customers and to determine the soundness of the Program to protect City covered accounts from identity theft. The review shall include at least the following:

1. Additions or modifications to the Red Flags, based on the following:
 - a. The City's experience with identity theft;
 - b. New information regarding Red Flags from other sources, including but not limited to, credit reporting agencies and law enforcement.
2. Changes in methods of identity theft.
3. Changes in methods to detect, prevent and mitigate identity theft.
4. Changes in business arrangements.
5. Changes in types of accounts offered.
6. Changes in the City's utility business arrangements with other entities.

If the Program Administrator determines that updates to this Program are warranted, the Program Administrator will make recommendations for changes to the City Council. The City Council may accept, modify or reject those recommended changes to this Program.

STAFF REPORT

DATE: April 13, 2009

TO: Mayor and City Council

FROM: Susan Weathers, City Clerk

RE: Request for Approval to Operate Horse-drawn Carriage Rides

DISCUSSION POINT: Would the City Council approve of allowing the Downtown Association to conduct free horse-drawn carriage rides in the downtown area from July 18th through August 29, 2009?

HISTORY: Attached is a letter from Terry Cooper, representing the Downtown Association, requesting approval to allow the Downtown Association, in association with the Spokane Teacher's Credit Union, to provide free horse-drawn carriage rides in the Downtown area. The route would be begin at the Coeur d'Alene Visitor's Center on 1st and Sherman, east on Sherman to 6th Street, north on 6th Street to Lakeside Avenue and then west on Lakeside Avenue back to 1st Street and the Visitor's Center. The rides will be free of charge and requested to be conducted on each Saturday July 18th to August 29th (except for Saturday August 1st) 5:00 p.m. - 8:00 p.m. Previously, the City Council has approved requests for use of City streets for the operation of horse-drawn carriages. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle sign and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles.

The Police Department has reviewed this request and is supportive as long as the carriages abide by all slow moving vehicle regulations.

FINANCIAL IMPACT: There is no financial impact for the City.

QUALITY OF LIFE ANALYSIS: As mentioned in Mr. Cooper's letter, the association believes that these carriage rides will enhance the experience of the Downtown Summer Season for locals and visitors alike.

PERFORMANCE ANALYSIS: While the request describes the route as a loop, in the past the City Council has prohibited the carriages from stopping on Sherman Avenue in the lane of traffic to drop off clients as this could cause a possible traffic hazard.

DECISION POINT: Staff recommends approval including the requirements set out in the Downtown Association's letter of request and including: 1) That the carriage be posted with the appropriate slow-moving vehicle signage; 2) That all rules relating to slow moving vehicles be adhered to; 3) that picking up or dropping off clients will not be allowed in any lanes of traffic; and 4) Carriage rides are not permitted on August 1st due to Sherman Avenue being closed to traffic for the annual Street Fair.



105 N. 1st Street,
Suite 100
Coeur d'Alene, ID
83814

April 7, 2009

info@cdadowntown.com ^{email}
208-667-5986 ^{phone}
www.cdadowntown.com ^{web} ^{fax}
208-667-9338

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in partnership with the Spokane Teacher's Credit Union (STCU), would like to provide carriage rides in the Downtown area, traveling between the Coeur d'Alene Visitor's Center on 1st and Sherman, East on Sherman to 6th Street, North on 6th Street to Lakeside Avenue, West on Lakeside Avenue back to 1st Street and the Visitor's Center.

These rides would be available on the following Saturday evenings from 5 – 8 pm: July 18, July 25, August 8, 15, 22 & 29. The time was moved to better keep the focus on families and the dinner crowd Downtown.

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability Insurance coverage limits of at least \$1,000,000.
- ❖ The TnT Muffler parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement weather/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising for summer events.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well-being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides will enhance the experience of the Downtown Summer Season for locals and visitors alike.

Terry Cooper

A handwritten signature in black ink that reads 'Terry Cooper'.

General Manager

Coeur d'Alene Downtown Association, Inc.

OUR vision
of Downtown
Coeur d'Alene
is to remain
the heart of
OUR community
preserving the
magic of
the past
while leading
the way to
OUR future.

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on March 17, 2009, and there being present a person requesting approval of ITEM ZC-1-09, a request for a zone change from R-8 (Residential at 8 units/acre) to C-17 (Commercial at 17 units/acre).

LOCATION: +/- 18,121 sq. ft. at the Southwest corner of Hwy 95 and Hanley Ave.

APPLICANT: Chris Cheeley dba A Thousand Hills, LLC

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are residential: single-family and duplex, commercial, civic and vacant parcels.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-8 (Residential at 8 units/acre).
- B4. That the notice of public hearing was published on February 28, 2009, which fulfills the legal requirement.
- B5. That the notice of public hearing was posted on the property on March 9, 2009, which fulfills the legal requirement.
- B6. That 29 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on February 27, 2009, and 5 responses were received: 1 in favor, 2 opposed, and 2 neutral.
- B7. That public testimony was heard on March 17, 2009, including:

John Stamsos, Senior Planner.

Mr. Stamsos reviewed the staff analysis for land use, neighborhood characteristics, utilities, traffic and streets. Mr. Stamsos testified that the zoning south of Hanley Ave. and west of Hwy 95 is R-8. All of the area north of Hanley Ave. and east of Hwy 95 is zoned C-17. He testified that the proposed change from R-8 to C-17 would allow for a significant intensification of potential uses as identified in the staff report. He further testified that the area is considered stable established in the comprehensive plan but is also in the U.S. 95 corridor planning boundary, as discussed in the staff report.

Gordon Dobler, Engineering Service Director.

Mr. Dobler testified that driveway approaches are typically set back 200 feet from intersections. In this instance the driveway approach to the property would be set back as far as possible to accommodate traffic stacking. He also testified that the Highway 95 study calls for additional right of way in this area for an additional through lane and a right turn lane and that there is currently not sufficient right of way on the south of Hanley Ave. to construct the through lane and right turn lane. He also noted that staff is recommending a condition that additional right of way be dedicated so that the intersection improvements could be constructed. He also testified that the only street access for this property is Hanley Ave. so even without the zone change, any development on the property would require the same type of access to Hanley Ave.

Chris Cheeley, 10439 W. Shale Court, Post Falls.

Mr. Cheeley testified that in his opinion the property should be zoned C-17 because of its location. He testified that all of the property along Hwy 95 should be considered a commercial corridor because of the numerous businesses located in this area. He testified that this property is the only residentially zoned property at a signalized intersection along Hwy 95 in the city limits and beyond. He added that this property, because of its proximity to Hwy 95 and the lack of access from the lot to the developed residential portions of Sunrise Terrace, is not a good spot for a home. He testified that he chose not to request Neighborhood Commercial or Community Commercial because the property does not face the existing residential property but rather faces Hanley Ave. and the Hwy 95 corridor and the design regulations for those zones would make it difficult to develop a reasonable commercial structure on this property. He chose not to seek C-17L zoning because he would need a special use permit to do retail sales on the property. He also testified that because of the small size of this lot, many of the incompatible uses allowed in the C-17 zone will not be practical. He explained that his intent is to build a retail/commercial building on the lot similar in design to one he recently built at 1700 Northwest Boulevard without the coffee stand. He testified that this rezoning would help address traffic concerns on Hanley Ave. by dedicating additional right-of-way needed to widen a portion of Hanley Ave. for cars to make a right turn without backing up traffic on Hanley Ave. Mr. Cheeley also testified that the hours of operation for his proposed use would be from 8 a.m. to 7 p.m.

Michael Dolphin, 6000 N. Sunrise Terrace.

Mr. Dolphin testified that he owns the property directly west of the subject property. He further testified that the C-17 zone would allow a wide variety of uses that he would find objectionable. Ideally he would like it to remain residential but if C-17 is what the property needs to be zoned he would like to see some restrictions put in place that would prevent uses like a wrecking yard from operating 24 hours a day.

Verna Coleman, 6000 N. Sunrise Terrace.

Ms. Coleman testified that she is opposed to the requested zone change due to the existing traffic on Hanley Avenue. She also testified that Sunrise Terrace is a horseshoe roadway and the only access for Sunrise Terrace residents is onto Hanley Avenue. She added that at times residents have to wait quite a while to get onto Hanley Avenue even if they use the northerly roadway of the horseshoe. She noted that with the additional commercial businesses and Federal building being constructed on the north side of Hanley and on Mineral Drive traffic has already increased at that intersection. She requested that the lot stay residential.

Larry Anderson, 515 Twilight Court.

Mr. Anderson testified that he owns property adjacent to the subject property. He testified that he is concerned that any of the businesses allowed in a C-17 zone could eventually be adjacent to his property. He further testified that the whole area should be rezoned commercial.

John Tart, 12868 Hidden Valley Road, Rathdrum.

Mr. Tart testified that he owns a duplex behind this property that backs up to Hwy 95 and that he has had a hard time keeping tenants in his duplex because of the traffic/noise from Hwy 95 and the difficulty of accessing Hanley Ave because of traffic. He further testified that all of the property in Sunrise Terrace backing up to Hwy 95 should be rezoned commercial.

Harold Hocker, 1413 E. Spokane Street.

Mr. Hocker asked if the Council has actually looked at the property and believes that with all the right-of-way requirements at this site there is not enough room to build anything.

B8. That this proposal is in conformance with the Comprehensive Plan policies.

We find that the proposed zone change is in conformance with the Comprehensive Plan as follows:

The property in question is within the US 95 corridor and the “stable established” area in the comprehensive plan. Stable established areas are those areas where “the character of neighborhoods has largely been established and, in general, should be maintained.” The characteristics of the US 95 corridor largely address traffic circulation, business access and mitigating the effects of US 95 on the City. The requested zone change presents the question of which “neighborhood” the subject property is a part of. If it is part of the established residential neighborhood, the requested zone change would likely be contrary to the intent of the comprehensive plan. If it is part of the commercial corridor along US 95, the requested zone change is likely in conformance with the comprehensive plan. We find that the property more clearly fits within the commercial corridor than it does the established residential neighborhood and as such find that the request is in conformance with the comprehensive plan. We find the testimony of Mr. Cheeley persuasive in this regard. As Mr. Cheeley testified, this property is the only residentially zoned property at a signalized intersection along US 95 in the city limits and beyond. Further, the property is separated from the residential property in that

there is no access from the property to Sunrise Terrace, which is the street in front of the residences, and the property is physically more oriented toward the Hanley Avenue/US 95 intersection. This conclusion is supported by the fact that the property has not developed during the many years that it has been zoned for residential development. In addition, this conclusion is supported by comprehensive plan objectives 1.12 (discouraging sprawl), 1.14 (promoting efficient use of infrastructure), 2.01 (supporting a diverse business community) and 3.18 (providing safe and efficient traffic circulation).

B9. That public facilities and utilities are available and adequate for the proposed use.

The staff report indicates that adequate sewer, water, police and fire services are available for the subject property. Additionally, the staff report indicates that street system will provide adequate access to the property. There was no testimony received at the public hearing that indicated that this is not the case. As such, we find that the provisions for these requirements are adequate.

B10. That the physical characteristics of the site make it suitable for the request at this time because:

The site is essentially flat as such we find that the physical characteristics of the site do make it suitable for the requested zoning.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character or existing land uses.

While there was significant testimony about increasing traffic on Hanley Ave, which we find persuasive, Gordon Dobler, City Engineer, testified that the proposed re-zone would actually help resolve the traffic issues by providing right of way for additional lanes that would reduce the traffic queuing on Hanley Ave. There is little question that the Sunrise Terrace neighborhood has been impacted by increasing traffic but we find that, because of the additional right of way and the location of the property at the intersection, approving the requested zone change would not adversely impact the surrounding neighborhood regarding traffic. With regard to neighborhood character and existing land uses, the overwhelming testimony was that the neighborhood character has already been impacted by the growth in traffic and other impacts on Hwy 95 and Hanley Ave. This increase in traffic and noise has led to difficulties in attracting tenants in the properties backing up to Hwy 95. There was little or no testimony indicating that a small commercial building would further adversely impact the neighborhood character. As such, we conclude that the proposed transition from residential to commercial for this property would not adversely impact the existing neighborhood's character and existing land uses.

C. ORDER: CONCLUSION AND DECISION

The Planning and Zoning Commission, pursuant to the aforementioned, finds that the request of **Chris Cheeley dba A Thousand Hills, LLC** for approval of the zone change as described in the application should be **approved** subject to the following conditions:

ZC-1-09

April 7, 2009

1. Dedicate twenty feet (20') of right-of-way to prior to the final approval of the zone change.
2. Install street frontage improvements based upon a design approved by the City Engineer prior to any occupancy of facilities on the subject property.
3. All access will be restricted to the westerly boundary of the subject property. Access approach size will be restricted to the minimum size of twenty four feet (24') for two way traffic.
4. Construct a six foot (6') 100% sight obscuring fence where abutting residential uses prior to final approval of the zone change.
5. Any business operating on the property must close no later than 9:00 p.m.

D. ORDINANCES AND STANDARDS USED IN EVALUATION

Comprehensive Plan - 2007.

Transportation Plan.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

Coeur d'Alene Bikeways Plan.

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted _____
Commissioner Luttrupp	Voted _____
Commissioner Messina	Voted _____
Commissioner Rasor	Voted _____
Commissioner Evans	Voted _____
Chairman Jordan	Voted _____ (tie breaker)

Commissioners _____ were absent.

Motion to approve carried by a ____ to ____ vote.

CHAIRMAN BRAD JORDAN

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 250.00
 Rec No 731827
 Date 04/14/2009
 Date to City Council: 4/21/09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input 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>Rockin Robin Cafe</u>
Business Mailing Address	<u>3650 N. Gout Way</u>
City, State, Zip	<u>CDA ID 83815</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact	Business Telephone : <u>664 7911</u> Fax: _____
License Applicant	<u>Edward D O'Brien</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Otto Inc. Edward D. O'Brien</u>

ANNOUNCEMENTS

Memo to Council

DATE: April 15, 2009

RE: Appointments to Boards/Commissions/Committees

The following reappointments are presented for your consideration for the April 21st Council Meeting:

HEATHER BOWLBY
FRED OGRAM

PLANNING COMMISSION
ARTS COMMISSION

Copies of available data sheets are in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
John Stamos, Planning Commission Liaison
Steve Anthony, Arts Commission Liaison

Memo to Council

DATE: April 14, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the April 21st Council Meeting:

LOU SOUMAS

PLANNING COMMISSION

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

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
John Stamos, Planning Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

April 13, 2009
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

STAFF PRESENT

Susan Weathers, City Clerk
Karen Haskew, Urban Forestry Coordinator
Troy Tymesen, Finance Director
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

CITIZENS PRESENT

Terry Cooper, Exec. Dir. - Downtown Association – Item 2

Item 1. Council Bill No. 09-1010 – Urban Forestry Ordinance \Revisions.
(Agenda Item)

Karen Haskew, Urban Forester, presented changes to the Urban Forestry Ordinance to delete references to ‘drop crotch pruning’ and adopting a definition of ‘crown reduction’. Ms. Haskew reported that the Urban Forestry Ordinance, first adopted in January 1985, defined ‘drop crotch pruning’ as “the reduction of tops, sides, under branches, or individual tree limbs to be undertaken as specified in the National Arborist Standards”. The National Arborist (Association) Standards are no longer kept current. The Urban Forestry Committee recently recommended, and the City Council adopted, the use of ANSI-A300-1995 as the city pruning standard. ANSI-A300-1995 does not use the term drop crotch pruning, instead using the term ‘crown reduction,’ defined as “the reduction of the top, sides, or individual limbs by the means of removal of the leader or longest portion of a limb to a lateral no less than one-third of the total diameter of the original limb removing no more than one-quarter of the leaf surface.” Ms. Haskew noted that the ordinance reference and terminology regarding reduction of tree size should be consistent throughout the ordinance and in city standards as a matter of clarity and enforceability.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Council Bill No. 09-1010 adopting the changes in the Urban Forestry Ordinance to delete reference to ‘drop crotch pruning’ and adopting a definition of ‘crown reduction’.

Item 2. Horse Drawn Carriage Rides – Downtown Area.
(Consent Calendar)

Susan Weathers, City Clerk, is requesting Council approval to allow free horse-drawn carriage rides in the Downtown area. Ms. Weathers reported that the route would begin at the Coeur d’Alene Visitor's Center on 1st and Sherman, east on Sherman to 6th Street, north on 6th Street to Lakeside Avenue and then west on Lakeside Avenue back to 1st Street and the Visitor's Center. The rides will be free of charge and requested to be conducted on each Saturday July 18th to August 29th (except for Saturday August 1st) 5:00 p.m. - 8:00 p.m. Previously, the City Council has approved requests for use of City streets for the operation of horse-drawn carriages. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle sign and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles. Ms. Weathers noted that the

requirements include: 1) That the carriage be posted with the appropriate slow-moving vehicle signage; 2) That all rules relating to slow moving vehicles be adhered to; 3) that picking up or dropping off clients will not be allowed in any lanes of traffic; and 4) Carriage rides are not permitted on August 1st due to Sherman Avenue being closed to traffic for the annual Street Fair.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council approve the Downtown Association to conduct free horse-drawn carriage rides in the downtown area from July 18th through August 29, 2009 to include the requirements as discussed.

**Item 3. Identity Theft Prevention – Red Flag Rules.
(CC - Resolution No. 09-019)**

Troy Tymesen, Finance Director, is requesting Council approval to adopt an Identity Prevention Program . Mr. Tymesen reported that in order to help combat identity theft, Congress enacted section 114 and 315 of the Fair and Accurate Transaction Act of 2003 (FACTA). These final rules and guidelines became effective January 1, 2008 with mandatory compliance by May 1, 2009. In accordance with the rules adopted by the Federal Trade Commission (FTC) to implement FACTA, the City, as a utility provider that allows it customers to pay for utility services after the services have been received, is required to adopt an Identity Theft Prevention Program to protect its utility customers. A successful Theft Prevention Program has the probability of saving time and financial resources for the City's utility customers. Mr. Tymesen went on to report that identity theft has been the number one fraud complaint filed with the Federal Trade Commission for the better part of a decade. In 2007, the FTC reported that of 813,899 total complaints received in 2007, 258,427, or 32 percent, were related to identity theft. According to the FTC, total consumer fraud losses totaled \$1.2 billion, with the average monetary loss for an individual at \$349. The FTC's last official survey, released in November 2007, claimed 8.3 million Americans had been victims of identity theft in 2005. The agency recently announced that it would commission a new study of the experiences of identity theft victims, including their knowledge of remedies available to them under the law.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Resolution No. 09-019 adopting the Identity Theft Prevention Program.

The meeting adjourned at 12:10 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: March 19, 2009
FROM: Karen Haskew, Urban Forestry Coordinator
SUBJECT: Ordinance Revision re. Changing ‘Drop Crotch Pruning’ to ‘Crown Reduction’

DECISION POINT: Should the General Services Committee recommend to the City Council changes in the Urban Forestry Ordinance to delete references to ‘drop crotch pruning’ and adopting a definition of ‘crown reduction’?

HISTORY: The Urban Forestry Ordinance, first adopted in January 1985, defined ‘drop crotch pruning’ as “the reduction of tops, sides, under branches, or individual tree limbs to be undertaken as specified in the National Arborist Standards”. The National Arborist (Association) Standards are no longer kept current. The Urban Forestry Committee recently recommended, and the City Council adopted, the use of ANSI-A300-1995 as the city pruning standard. ANSI-A300-1995 does not use the term drop crotch pruning, instead using the term ‘crown reduction,’ defined as “the reduction of the top, sides, or individual limbs by the means of removal of the leader or longest portion of a limb to a lateral no less than one-third of the total diameter of the original limb removing no more than one-quarter of the leaf surface.” Drop crotch pruning is referred to several times in the ordinance in relation to tree service licensing (12.36.205), required permits (12.36.300B & 12.36.305A), and urban forestry committee review (12.36.305A.8).

FINANCIAL ANALYSIS: Not applicable

PERFORMANCE ANALYSIS: The ordinance reference and terminology regarding reduction of tree size should be consistent throughout the ordinance and in city standards as a matter of clarity and enforceability.

DECISION POINT/RECOMMENDATION: The Urban Forestry Committee recommends approval of the changes in the Urban Forestry Ordinance to delete references to ‘drop crotch pruning’ and adopting a definition of ‘crown reduction’.

COUNCIL BILL NO. 09-1010
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 12.36.015, 12.36.205, 12.36.235, 12.36.300 AND 12.36.305 TO REPEAL THE DEFINITION OF CUTTING BACK AND DROP CROTCH PRUNING AND ADOPTING A DEFINITION FOR CROWN REDUCTION; 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. *Coeur d'Alene Municipal Code Section 12.36.015 is amended to read as follows:*

12.36.015: DEFINITIONS:

APPLICANT: A person who is applying for a license or permit as required by this Chapter.

BOLE: The trunk of a tree.

CONTROLLER: The owner of the private real property that abuts a right of way upon which a public tree or shrub is located.

~~CUTTING BACK: The same as drop crotch pruning.~~

CROWN REDUCTION: The reduction of the top, sides or individual limbs by the means of removal of the leader or longest portion of a limb to be undertaken as specified in the adopted City standards.

DISEASED TREE: A tree or part thereof which has become blighted, defaced or has acquired a disease.

~~DROP CROTCH PRUNING: The reduction of tops, sides, under branches, or individual tree limbs to be undertaken as specified in National Arborist Standards.~~

LICENSEE: A person with a valid license as required by this Chapter.

PARK TREES: All public trees in public parks and in all areas owned by the City or to which the public has free access, but excluding those trees in the public right of way.

PERSON: An individual, firm, partnership, joint venture, association, nonprofit organization, corporation, estate, trust, receiver, City, County, special district, or any other group or combination acting as an entity, except that it shall not include the City of Coeur d'Alene.

PRIVATE TREE: A tree that is not a "public tree".

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

PUBLIC RIGHT OF WAY: A portion of property reserved for public use, and accepted for such by the City Council, to provide circulation and travel to abutting properties, including, but not limited to, streets, alleys, sidewalks, provisions for public utilities, cut and fill slopes, and open public space.

PUBLIC TREE OR SHRUB: A tree or shrub that is situated in such a manner so that fifty one percent (51%) or more of the tree trunk or shrub base at ground level is on public property or public right of way.

REPLACEMENT TREE: A tree having a minimum caliper of one and one-quarter inch (1¹/₄").

ROOT BARRIER: A device designed to force roots downward in order to prevent surface root growth and reduce root damage to sidewalks, streets and curbs.

ROOT CONTROL PLANTER: A root barrier which completely surrounds the roots on all sides while leaving the top and bottom open and which functions to direct root growth in a downward direction.

SHRUB: A multiple stemmed, woody plant which is usually bushy in appearance and which does not exceed fifteen feet (15') in height at maturity.

STREET: That portion of public right of way which is improved, maintained and intended for use by vehicles to provide traffic circulation, primary access to abutting properties and parking. This definition includes all of the area typically located between curbs.

STREET TREES: All public trees located within the public right of way.

TOPPING: The severe cutting back of limbs within a tree's crown to such a degree that only stubs remain, or the removal of the top part (trunk and limbs) of a conifer tree, thereby removing the normal canopy.

TREE: A woody perennial plant usually having one main stem or trunk and many branches. It usually exceeds fifteen feet (15') in height at maturity.

TREE LAWN: That portion of the public right of way lying between the curb and private property lines which is generally unpaved and planted with grass or other vegetation.

TREE SERVICE LICENSEE: A person who regularly or principally engages in pruning, topping, removing, spraying or planting trees or shrubs for a fee.

URBAN FORESTRY COMMITTEE: An advisory committee appointed by the Mayor to assist the City in the management of its urban forest.

URBAN FORESTRY COORDINATOR: A City staff member selected by the City Administrator to be responsible for coordinating requests to and recommendations from the Urban Forestry Committee, hereinafter referred to as "Coordinator". The Coordinator administers the Urban Forestry Ordinance and acts as an urban forestry decision maker in certain instances where public health, safety, or welfare would be negatively impacted by delay.

SECTION 2. *Coeur d'Alene Municipal Code Section 12.36.205 is amended to read as follows:*

12.36.205: TREE SERVICE LICENSE:

Licenses are required whenever a person performs services allowed under this Chapter for a fee. A licensee is required to obtain permits as required under subsection [12.36.300B](#) of this Chapter for removal, topping, or crown reduction ~~drop-crotch-pruning~~ of public trees or shrubs.

SECTION 3. *Coeur d'Alene Municipal Code Section 12.36.235 is amended to read as follows:*

12.36.235: LICENSEE; RESPONSIBILITY:

All licensees shall be responsible for the work performed under the provisions of this Chapter.

All licensees shall:

- A. Provide minimum safety measures and equipment to protect workers and the public as prescribed by this Chapter, all other ordinances adopted by the City of Coeur d'Alene, and by all laws of the State of Idaho;
- B. Present his license when requested by any authorized party;
- C. Obtain permits required for tree or shrub removal, crown reduction ~~drop-crotch-pruning~~ or topping;
- D. Complete all work authorized on any permit or by any license issued under the authority of any ordinance of the City of Coeur d'Alene;

- E. Pay all fees assessed under authority of this or any other ordinance of the City of Coeur d'Alene;
- F. Comply with all applicable ordinances of the City of Coeur d'Alene.

SECTION 4. *Coeur d'Alene Municipal Code Section 12.36.300 is amended to read as follows:*

12.36.300: PERMITS REQUIRED:

- A. It shall be unlawful for any person not a licensee to prune or plant a public tree without a valid pruning or planting permit.
- B. It shall be unlawful for any person, including a licensee, to remove, top, or do a crown reduction on ~~drop-crotch-prune~~ any public tree or shrub without a valid permit.
- C. For any person or licensee, an encroachment permit pursuant to section [12.44.020](#) of this title is required whenever such work will impair the free and full use of any sidewalk, street or alley as determined by the city engineer or his/her designee.

SECTION 5. *Coeur d'Alene Municipal Code Section 12.36.305 is amended to read as follows:*

12.36.305: PERMIT APPLICATION:

- A. Application for a pruning, planting, topping, crown reduction ~~drop-crotch-pruning~~ or removal permit shall be made on a form supplied by the coordinator, and shall be submitted to the coordinator for approval or denial based on the following criteria:
 - 1. The size or species of the tree or shrub is appropriate for the location;
 - 2. The condition of the tree or shrub creates a public hazard;
 - 3. The tree or shrub creates a sight obstruction as defined in section [12.36.425](#) of this chapter;
 - 4. The condition of the street, curb, or sidewalk adjacent to the tree or shrub;
 - 5. The tree or shrub interferes with utilities;
 - 6. Special circumstances as recommended by the urban forestry committee;
 - 7. If an encroachment permit is required, such permit has been obtained from the city of Coeur d'Alene planning department;

8. A permit to top or do a crown reduction on ~~drop-crotch-prune~~ any public tree or shrub shall not be approved unless the urban forestry committee has recommended such action because:

- a. The tree or shrub is severely damaged by storms or other causes; or
- b. The tree or shrub is located under primary utility lines or other obstruction; or
- c. The tree or shrub creates a hazard; or
- d. In cases where other pruning practices are impractical;

9. A permit to remove any public tree or shrub which is not in conflict with a sidewalk repair and installation shall not be granted unless the urban forestry committee has recommended such action based on one of the criteria listed in subsections A1 through A8 of this section and the nonlicensee applicant has signed an agreement approved by the city attorney which holds the city harmless for the actions of the applicant. In the case where a public tree constitutes a hazard or conflicts with a sidewalk repair and installation, the urban forestry coordinator or his official designee shall be able to issue a permit for tree removal.

B. If the permit is denied, procedures shall be followed as set forth in subsection [12.36.245B](#) of this chapter.

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 upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 21st day of April, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Chapter 12.36 'Crown Reduction' Pruning definition

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 12.36.015, 12.36.205, 12.36.235, 12.36.300 AND 12.36.305 TO REPEAL THE DEFINITION OF CUTTING BACK AND DROP CROTCH PRUNING AND ADOPTING A DEFINITION FOR CROWN REDUCTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Chapter 12.36 'Crown Reduction' Pruning definition, 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 21st day of April, 2009.

Warren J. Wilson, Chief Deputy City Attorney

OTHER BUSINESS

COUNCIL BILL NO. 09-1011
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNIT/ACRE), SAID PROPERTY BEING DESCRIBED AS A +/- 40,000 SQ. FT PARCEL AT 2903 4TH STREET; 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 Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, 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 the following described property, to wit:

a +/- 40,000 sq. ft. parcel at 2903 4th Street legally described as the South 200 feet of the East 200 feet of the North 25 rods in the Southwest Quarter of the Southwest Quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, Excepting there from, any portion lying within the City rights-of-ways along the Easterly boundary (4th Street) and the Southerly boundary (Anton Avenue).

is hereby changed and rezoned from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property: NONE

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

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

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

APPROVED this 21st day of April 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____

Zone Change – ZC-2-09

2903 4th Street

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNIT/ACRE), SAID PROPERTY BEING DESCRIBED AS A +/- 40,000 SQ. FT PARCEL AT 2903 4TH STREET; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-2-09 / 2903 4th Street, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21st day of April, 2009.

Warren J. Wilson, Chief Civil Deputy City Attorney

PUBLIC HEARINGS



First Program Year CAPER

The CPMP First Consolidated Annual Performance and Evaluation Report includes Narrative Responses to CAPER questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive

Summary narratives are optional.

The grantee must submit an updated Financial Summary Report (PR26).

GENERAL

Executive Summary

This module is optional but encouraged. If you choose to complete it, provide a brief overview that includes major initiatives and highlights that were proposed and executed throughout the first year.

Program Year 1 CAPER Executive Summary response:

The City of Coeur d'Alene chose to pursue a conservative approach, focusing on city-operated projects in this inaugural CDBG year. The goals and objectives identified during the Consolidated planning process represent issues of concern to most residents.

Each individual goal deserves a deliberate and thoughtful strategy designed to achieve the maximum benefit for the City and LMI residents. The City's plan is to establish a firm foundation for implementation of projects to address the needs of the LMI population.

The recently established CDBG Ad Hoc Committee will strengthen the process of preparing guidelines, assessing need, building trust, analyzing progress, and furthering communications between the City and stakeholders.

As the City works with local organizations to develop affordable housing options and opportunities they are also endeavoring to preserve existing housing stock by assisting LMI homeowners with Emergency and Minor Repairs through very low interest deferrable loans and/or grants.

Housing for individuals with special needs is another first year venture utilizing a partnership model, in this case St. Vincent de Paul.

Sidewalks are such a familiar part of an urban landscape we frequently forget what a critical role they play in day-to-day living. Safe passage from home to work – school- shopping, is essential to maintain daily routines. Repair and/or replacement of sidewalks (a City Code issue) is often more than an LMI household budget can bear. The City's up-coming sidewalk repair project will utilize CDBG funds to relieve the financial burden from LMI residents, while providing safe ADA compliant walkways. Ensuring basic elements of the infrastructure such as sidewalks are safe and accessible is part of the process of building a strong, functional and inviting community.

The City of Coeur d'Alene is committed to serving the needs of the community and grateful for the opportunity to use CDBG funds in that endeavor.

General Questions

1. Assessment of the one-year goals and objectives:
 - a. Describe the accomplishments in attaining the goals and objectives for the reporting period.

Five-Year Goals

The City of Coeur d'Alene has established the following five top-level goals and priorities to guide its Consolidated Planning funding during program years 2008 through 2012.

Goal No.1. Increase the supply of for-sale housing at prices affordable to the City's low- and moderate-income workers.

The City of Coeur d'Alene established three objectives to meet the goal of increasing the supply of for-sale housing at prices affordable to LMI workers. At the time the objectives were set, housing prices were rapidly and steadily rising and Coeur d'Alene was experiencing a building boom. The objectives; to provide incentives to developers, utilize donated publicly owned land and promote existing buyer resources were methods that had been implemented in other locations with positive results. While the objectives are still valid and remain a priority for the City, implementation has been delayed as a result of the economic difficulties being experienced across the nation.

A small percentage of the first year funding had been allocated to further this goal however, the first planned activities toward increasing the supply of for-sale housing (construction of condominiums in Mid-town) were completed by the private sector, allowing the City to concentrate CDBG funding in other areas. The City and North Idaho Housing Coalition (NIHC) have met several times and plan to enter into an agreement which will provide incentives to assist and encourage developers to create affordable housing. Among the tools to be considered are deed restrictions and affordability monitoring. Additionally, the City is a partner with several local groups, in an agreement to work together to utilize Neighborhood Stabilization funds within Kootenai County.

The City will continue working to attain a positive outcome for increasing the LMI housing supply and appreciates the aid of community organizations such as Lake City Development Corporation and North Idaho Housing Coalition.

Goal No.2. Increase the supply of rental housing affordable to the City's extremely low-income renters and residents with special needs, including persons who are homeless.

The City has partnered with St. Vincent de Paul by providing a long-term land lease for approximately three acres of city-owned land located at Neider Avenue and Fruitland Lane. St. Vincent de Paul has received a HUD 811 grant with which they will construct a 15-unit multi-family complex in the summer of 2009. St. Vincent de Paul also intends to construct a 37-unit complex on the same property in 2010, utilizing funding from a HUD 202 grant, which has recently been awarded.

*In support of the housing projects, the City will extend Neider Avenue from Fruitland Lane to Howard Street, constructing the infrastructure necessary to support the projects and meet the City's development requirements. This includes a City contribution of \$600,000 toward infrastructure, in addition to the \$160,000 allocated from the CDBG funds toward design services and right-of-way acquisition. St. Vincent's investments and grant funding include a \$1.4 million 811 grant with an additional \$1.3 million from IHFA, for the 811 project. The CDBG funds are utilized in support of the 811 project, with the \$3.4 million for the planned 202 project. An area map is attached hereto as **Exhibit "A."***

Completion of these two facilities will increase affordable housing opportunities for residents with special needs, by providing 52 new rental units.

Goal No.3. Improve the City's sidewalks to make them more accessible to persons with disabilities.

*The objectives relating to this goal; continue the City's Sidewalk Compliance Program, provide funding to LMI owners for repairs and use CDBG funding to repair sidewalks abutting publicly owned property are consistent with the City's goal to ensure all residents and visitors, including those with disabilities, have safe and uniform access to ADA compliant sidewalks. City Staff, in collaboration with an ad hoc committee have assessed sidewalks throughout the City to determine areas where CDBG funding may best be utilized to improve sidewalks and access while benefitting low-to-moderate income residents within census tract/blocks with 51% or more LMI. Areas considered were adjoining city sidewalk project areas and public/civic buildings. The possible 2008 project areas are outlined on the map attached hereto as **Exhibit "B."***

Outcomes of construction in 2009 will determine in part, if CDBG funding will be allocated to this goal in future years.

Goal No.4. Continue with neighborhood revitalization efforts, including code enforcement activities, to improve the condition of housing and commercial properties in low-income areas.

Objectives under this goal offer diverse opportunities to improve the condition of housing and commercial properties in low-income areas. Through code enforcement activities, the City seeks to enhance neighborhoods, and eliminate blight, specifically through the abatement of weeds, and removal of abandoned vehicles. The activities will help remove obstacles that might limit commercial growth, or restrict development in residential neighborhoods. The City recognizes that identifying problems is only part of the solution, and is inadequate when compliance issues concern low-to-moderate residents. Additionally, by making funds available to LMI homeowners for Emergency and Minor repair, the City seeks to mitigate problems without increasing financial hardship and continue the maintenance of existing housing stock. To further the benefits to LMI persons, the City elected to use \$10,000 of the funds originally slated for increasing housing supply, for grants to complete lead testing and/or abatement if needed during an emergency or minor repair project. Additionally, 40% or more of the code enforcement activity during this plan year has occurred in Census neighborhoods with 51% or more LMI.

Goal No.5. Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development.

The City's objective, support private and public sector economic development efforts that result in job training and employment for the City's low-to-moderate income residents, is particularly apropos considering the recent rise in unemployment rates. No specific actions were identified for funding during the City's first program year; however, the City remains cognoscente of the need, and will pursue opportunities as they present themselves.

In addition to these five goals, the City has established goals related to the City's efforts to affirmatively further fair housing. These goals are discussed in the Fair Housing Action Plan section.

- b. Provide a breakdown of the CPD formula grant funds spent on grant activities for each goal and objective.

GOALS:	FUNDING	PROGRESS/STATUS
	ALLOCATION \$304,576.00	
ADMINISTRATION	\$60,000.00	Reimburse City of \$23,650 cost of consolidate plan; \$30,000 for administration Contract, \$7000 publications/training Expended for Admin contract \$20,000.00 Expended for consolidate plan \$23,650.00 Expended for training \$ 3,507.79 Expended publications/advertising \$ 204.00 Total Expended: \$47,361.79
INCREASE HOUSING FOR PURCHASE TO LOW TO MODERATE INCOME WORKERS	\$0.00	Midtown project funded without CDBG funding.
INCREASE RENTAL HOUSING FOR EXTREMELY LOW INCOME, SPECIAL NEEDS/HOMELESS	\$160,000.00	Design services complete, right-of-way acquisition in progress. Utility infrastructure, street, sidewalks and curbing will support an 811-funded project on Neider and a future 202 appox. 15 units of subsidized housing to be constructed this summer. Expended as of 3/1/2009 \$40,890.29
IMPROVE SIDEWALKS TO MAKE THEM MORE ACCESSIBLE	\$24,576.00	Three LMI areas were chosen by a citizen/staff group. Sidewalks to be audited when the snow melts, then request for quotes, project to be completed this summer. Expended as of 3/1/2009 \$ 0.00
NEIGHBORHOOD REVITALIZATION INCLUDING CODE ENFORCEMENT WITHIN LOW INCOME AREAS	\$60,000.00 \$23,000 code Enforcement \$27,000 minor home repair \$10,000 Lead abate/testing	A review of the past year code enforcement items is underway. Three pending applications are underway through the Minor home repair program. Allocated as of 3/1/2009 \$6,000.00 Expended as of 3/1/2009 \$ 0.00
EXPAND HIGHER PAYING EMPLOYMENT OPPORTUNITIES FOR RESIDENTS THROUGH ECONOMIC DEVELOPMENT	\$0.00	No current projects identified.
TOTAL	\$304,576.00	

- c. If applicable, explain why progress was not made towards meeting the goals and objectives.

Goal No.1. Increase the supply of for-sale housing at prices affordable to the City's low- and moderate-income workers. *The City originally allocated money toward this goal; however, private industry contributions were sufficient for the planned project to be completed without utilization of CDBG funding. Multiple agencies are working to address this need, which is widespread and continuing.*

Goal No.3. Improve the City's sidewalks to make them more accessible to persons with disabilities. *Repairs to sidewalks in neighborhoods with predominantly low-to-moderate income residents will be completed in the spring of 2009, weather permitting. A slow start to the previous construction season, (measurable snow in June) and a surplus of areas needing immediate attention slowed the process of identifying the sidewalk repair projects that would most benefit LMI residents and the City. The City has established an internal program, which will repair sidewalks within the street overlay areas. The City has created a new ADA sidewalk program position within the Street Department and budgeted \$140,214.00 toward wages and benefits and \$71,600.00 toward materials, with a total program budget of \$211,814.00.*

Goal No.4. Continue with neighborhood revitalization efforts, including code enforcement activities, to improve the condition of housing and commercial properties in low-income areas. *In anticipation of the CDBG funding, the City authorized the hiring of a full-time code enforcement officer. Based on the number of code enforcement actions within a LMI neighborhood, the City plans to utilize \$23,000 toward wages and benefits of this new position (approximately 40%). A map indicating the code enforcement actions is attached hereto as **Exhibit "C."** The Emergency and Minor Repair program has attracted numerous responses, many of which were from persons who did not qualify for assistance under the program, for example: residence outside the City, or renter rather than homeowner. At the onset of the program, the primary obstacle to participation appeared to be an inability (or unwillingness) of the homeowner to secure three bids for the work they wished to have done. While contractors are now much more willing to assess a property and submit a written bid, many homeowners are choosing not to participate citing; reluctance to assume a loan (no interest if paid off within two years, otherwise three percent interest and deferrable until the house changes ownership) or unwillingness to provide documentation to support the program application. The City Council recently approved to change the policy to allow the emergency home repair program to be a grant with no payback requirement, in hopes of increasing the interest and success in this program.*

Goal No.5. Expand higher-paying employment opportunities for the residents of Coeur d'Alene through economic development. *No specific activities to address this goal were planned for 2008.*

2. Describe the manner in which the recipient would change its program as a result of its experiences.

The City of Coeur d'Alene has formed a CDBG ad hoc committee, which will as one of its stated functions, review and assess past program activities. The short amount of time the program has been in existence, and the unprecedented impact of an economy in recession makes it difficult to draw useful conclusions at this time. While the Consolidated Plan was developed by a firm that specializes in these types of documents, it resulted in a standardized plan that lacks individuality. With the establishment of the ad hoc committee, the City can take a more personal approach to problem identification and resolution. For example, although it is not a change, per se, the City may wish to reconsider use of terms that are subjective in definition, such as "affordable housing" or "affordable rental housing." What is "affordable" as determined through a mathematical formula applied to an arbitrary 'mean' may not correspond with the opinion of the program users (LMI persons). If the LMI population feels they are being included in the process, rather than studied and labeled, they will be more open to participation and willing to assist themselves.

3. Affirmatively Furthering Fair Housing:

a. Provide a summary of impediments to fair housing choice.

Summary of Fair Housing impediments as presented in the City's Consolidated Plan. Research and outreach identified the following impediments to fair housing choice in Coeur d'Alene:

- 1.) Citizens could be better informed about fair housing issues. The City offers fair housing handbooks and posters, in addition to pamphlets with local resources for housing and social services assistance. However, in the forums conducted for the consolidated plan, residents expressed concern that discrimination exists but is underreported because residents are unaware of their rights. Indeed, 60 percent of the survey respondents who said they had experienced housing discrimination "did nothing" about it.
- 2.) Landlords and developers would benefit from more education about fair housing laws and ADA. A review of legal cases and testing performed by the Intermountain Fair Housing Council suggests that property owners and landlords can be ignorant of many aspects of the Fair Housing Law, particularly reasonable accommodations, ADA compliance in construction, rights of persons with disabilities and rights of families. The survey conducted for the Consolidated Plan suggests that familial status and disability are the top reasons that residents are discriminated against in Coeur d'Alene.
- 3.) Lack of accessible sidewalks. The City's sidewalks are maintained by property owners in the residential and commercial developments abutting them. Many sidewalks are chipped, cracked, broken and, as such, are not in a condition that persons in wheelchairs or who are sight-impaired can easily use.
- 4.) Lack of accessible parking downtown. An attendee of one of the focus groups conducted for the Consolidated Plan mentioned that parking downtown is very difficult for persons with physical disabilities—specifically, that handicapped spots are too limited and are not in convenient locations to access downtown services.

b. Identify actions taken to overcome effects of impediments identified.

The City adopted a Fair Housing Resolution (No. 04-010) on November 18, 2003; the most recent publication of the Fair Housing Resolution was on January 31, 2009. Additionally, the City presented the local Disability Action Agency with an annual proclamation, proclaiming April as Fair Housing month. The 2009 fair

housing proclamation is attached, as **Exhibit “D.”** The local Disability Action Agency coordinates an annual free fair housing training for area realtors and property owners. The most recent training was provided on April 24, 2008, in the City of Coeur d'Alene Public Library Community Room. The City provided advertising on the City website and the local government education television channel (CDA 19). City staff member, Renata McLeod, attended this event on behalf of the City's Housing Compliance Officer (Troy Tymesen).

Fair Housing posters at City Hall, CDA Public Library, CDA Police Station, and the newly constructed CDA Fire Station #1, Administration Building were updated January 23, 2009. Updates were also made to the City's webpage and government education television channel.

BBC Research & Consulting completed the City's consolidated plan and analysis of impediments to fair housing choice for plan years 2008-2012 (completed November 2007). Recommendations within the BBC study include continued education to realtors, property owners, and landlords. This is accomplished through the annual proclamation, City's website, CDATV spots, and support to the Disability Action Agency sponsored training. Additional recommendations were that the City continues to make ADA improvements to sidewalks. The City has included sidewalks in the annual budget. A five-year plan is in place to repair and replace sidewalks to meet ADA standards. The city has budgeted CDBG funds for a LMI neighborhood sidewalk project.

4. Describe Other Actions in Strategic Plan or Action Plan taken to address obstacles to meeting underserved needs.

The City is working on a 10-year plan to end homelessness. The City of Coeur d'Alene has established a citizen group that meets monthly and anticipates a plan will be completed by May 2009.

Other special needs will be addressed through the HUD 811 project with St. Vincent de Paul. The housing constructed is specifically intended for persons with chronic mental illness. The facility will consist of 14 subsidized housing units and one additional resident manager unit.

Additionally the city is working with the North Idaho Housing Coalition (NIHC) to create incentives for developers to build affordable housing. Activities may include fee deferrals, expedited plan reviews, and a staff liaison.

5. Leveraging Resources

a. Identify progress in obtaining “other” public and private resources to address needs.

The St. Vincent de Paul HUD 811 project, combines 811 grant funds of \$1.4 million and \$1.3 million of IHFA funding. The City is constructing infrastructure to support the housing projects with a contribution of \$600,000, and \$160,000 from the City's CDBG Entitlement program. Future planning for projects in the immediate area includes a HUD 202 project with 37 units, at an estimated cost of \$3.4 million. Additionally, the Member of the Appraisal Institute (MAI) appraisal

of the city owned land leased to St. Vincent de Paul shows a value of \$610,000.00.

The City of Coeur d'Alene is still defining needs and identifying resources.

b. How Federal resources from HUD leveraged other public and private resources.

The City's sidewalk improvement project is an excellent example of leveraging HUD funding with local resources. The City has established an Ad Hoc Sidewalk committee, which identifies problem areas throughout the City, the CDBG funds allow the City to repair or replace sidewalks in critical pathways by funding the work that would otherwise be charged to LMI residents.

- c. How matching requirements were satisfied.
No matching requirements within the city programs.

Program Year 1 CAPER General Questions response:

Managing the Process

1. Describe actions taken during the last year to ensure compliance with program and comprehensive planning requirements.

Program Year 1 CAPER Managing the Process response:

The City of Coeur d'Alene contracted with BBC Research & Consulting to develop the City's Consolidated Plan. BBC Research & Consulting has extensive experience in the development of consolidated plans. The document was prepared in accordance with Sections 91.100 through 91.230 of the U.S. Department of Housing and Urban Development's Consolidated Plan regulations. Additionally, the City contracted Panhandle Area Council (PAC) to administer the CDBG contracts and grant funds. PAC staff has over 30 years of grant writing, administration and project management experience; the staff includes five grant administrators, certified through the State of Idaho ICDBG program.

The City has established an Ad Hoc Committee to work with City Staff to identify future projects in compliance with the Consolidated Plan – Action Plan. Using the established goals and objectives the Committee will recommend procedures, research the potential benefits and drawbacks of proposed projects, recommend grant funded projects to the City Council, and provide a vehicle to receive and evaluate comments/suggestions from the public.

Citizen Participation

1. Provide a summary of citizen comments.

To be added following the conclusion of the comment period.

2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan. For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

*Please note that Citizen Comments and Responses may be included as additional files within the CPMP Tool.

Program Year 1 CAPER Citizen Participation response:

Institutional Structure

1. Describe actions taken during the last year to overcome gaps in institutional structures and enhance coordination.

Program Year 1 CAPER Institutional Structure response:

Coeur d'Alene is a city with strong active partnerships with commitments from public and governmental institutions, the private sector, and private non-profit organizations. Several collaborative agencies, for example St. Vincent de Paul, and organizations such as the Committee on Homelessness and the North Idaho Housing Coalition are working cooperatively to assist individuals and families forward toward the goal of self-sufficiency.

Monitoring

1. Describe how and the frequency with which you monitored your activities.

In an effort to be conservative within its first program year, activities have been exclusive to the City; monitoring has been constant. City staff provides the Mayor and Council with regular updates on activities and expenditures. The City has contracted with Panhandle Area Council for administrative services, which include assistance with monitoring programs such as the Emergency Minor Home Repair Program.

2. Describe the results of your monitoring including any improvements.

City staff in coordination with the contract administrator, PAC, has developed checklists to provide a quick visual picture of project progress. The same concept can be used in future plan years if projects include agencies or organizations separate from the City.

3. Self Evaluation

a. Describe the effect programs have in solving neighborhood and community problems.

The infrastructure being constructed in support of the St. Vincent de Paul 811 project to increase rental housing, in this case for special needs individuals, will support that and future projects, and will improve overall travel in that section of the City. The road system that serves that area of the City consists of a series of dead ends; the region also includes a number of mobile home parks, and access is not conducive to easy response by emergency services providers. The new road sections will significantly increase access and therefore safety for the residents.

The condition of the sidewalks in parts of the City is poor. The abundance of old growth trees, while aesthetically pleasing and environmentally beneficial, has resulted in heaves and displacement that precludes mobility challenged persons from using the sidewalks. Repairing or replacing a length of sidewalk can be extremely expensive, prohibitively so, for a low-to-moderate income family. By leveraging the City's sidewalk improvement program with CDBG funds to remove the burden from low-to-moderate income residents, everyone benefits.

b. Describe progress in meeting priority needs and specific objectives and help make community's vision of the future a reality.

St. Vincent de Paul has been awarded a 202 grant; they and the City will enter into a land lease agreement, which will allow the development of 37 units of senior rental housing units. Additionally, the City and the recently created Ad Hoc Committee will establish a process through which local non-profit organizations may submit proposals to request funding for CDBG eligible projects.

c. Describe how you provided decent housing and a suitable living environment and expanded economic opportunity principally for low and moderate-income persons.

The City is working with St. Vincent de Paul to provide housing for special needs individuals. The Minor Home Repair Program was established with the intent to help keep existing housing stock from falling into disrepair. There are few new affordable housing units under construction.

d. Indicate any activities falling behind schedule.

The City had hoped to see a stronger reaction to the Emergency Minor Repair Program; fewer residents have completed applications than anticipated. City Staff is assessing the process to determine what changes might result in greater participation. Sidewalk repair has been delayed due to extreme weather; conditions should improve by April of 2009.

e. Describe how activities and strategies made an impact on identified needs.

The City's program has not been in existence long enough to allow a thorough assessment of impact.

f. Identify indicators that would best describe the results.

The individual, who has recently completed the application process for the Emergency Minor Repair program, has been speaking to other residents and encouraging them to request applications and follow through with the process.

g. Identify barriers that had a negative impact on fulfilling the strategies and overall vision.

The recent national problems with the lending institutions and housing market have not been conducive to creating opportunities for low-to-moderate income housing or expanding employment opportunities through economic development. It is possible that public perception of rules and regulations may have played a part in the reluctance of residents to apply for the Emergency Minor Repair program. While the City has little control over the national economy, all efforts to work with residents toward the fulfillment of goals will be made.

h. Identify whether major goals are on target and discuss reasons for those that are not on target.

The major goals are on target.

i. Identify any adjustments or improvements to strategies and activities that might meet your needs more effectively.

At this time the City is still fine-tuning the program. The newly established Ad Hoc Committee will analyze and study all aspects of the program with an eye toward improving efficiency and maximizing benefits to residents. The City is exploring opportunities such as the development of a land trust to provide options in the future.

Program Year 1 CAPER Monitoring response:

Lead-based Paint

1. Describe actions taken during the last year to evaluate and reduce lead-based paint hazards.

Program Year 1 CAPER Lead-based Paint response:

Each application for the Emergency Minor Repair program is accompanied by a Lead Hazard information pamphlet. The City allocated \$10,000 for grants for lead testing and remediation.

HOUSING

Housing Needs

*Please also refer to the Housing Needs Table in the Needs.xls workbook.

1. Describe Actions taken during the last year to foster and maintain affordable housing.

Program Year 1 CAPER Housing Needs response:

The City is working with North Idaho Housing Coalition and others to identify opportunities to encourage and create affordable housing. Current economic conditions have not helped the process; however, the City is committed to pursue this goal.

Specific Housing Objectives

1. Evaluate progress in meeting specific objective of providing affordable housing, including the number of extremely low-income, low-income, and moderate-income renter and owner households comparing actual accomplishments with proposed goals during the reporting period.

The City did not quantify affordable housing goals for this period.

2. Evaluate progress in providing affordable housing that meets the Section 215 definition of affordable housing for rental and owner households comparing actual accomplishments with proposed goals during the reporting period.

The City did not quantify affordable housing goals for this period.

3. Describe efforts to address “worst-case” housing needs and housing needs of persons with disabilities.

The City is working on a 10-year plan to end homelessness. The City of Coeur d'Alene has established a citizen group that meets monthly and anticipates a plan will be completed by May 2009.

Other special needs will be addressed through the HUD 811 project with St. Vincent de Paul. The housing constructed is specifically intended for persons with chronic mental illness. The facility will consist of 14 subsidized housing units and one resident manager unit.

Program Year 1 CAPER Specific Housing Objectives response:

Public Housing Strategy

1. Describe actions taken during the last year to improve public housing and resident initiatives.

Program Year 1 CAPER Public Housing Strategy response:

Public housing and resident initiatives were not identified in the current year action plan.

Barriers to Affordable Housing

1. Describe actions taken during the last year to eliminate barriers to affordable housing.

Program Year 1 CAPER Barriers to Affordable Housing response:

The city is working with the North Idaho Housing Coalition (NIHC) to create incentives for developers to build affordable housing. Activities may include fee deferrals, expedited plan reviews, and a staff liaison.

HOME/ American Dream Down Payment Initiative (ADDI)

1. Assessment of Relationship of HOME Funds to Goals and Objectives
 - a. **Evaluate progress made toward meeting goals for providing affordable housing using HOME funds, including the number and types of households served.**
The city of Coeur d'Alene does not receive HOME funds at this time.
2. HOME Match Report
 - a. **Use HOME Match Report HUD-40107-A to report on match contributions for the period covered by the Consolidated Plan program year.**
The city of Coeur d'Alene does not receive HOME funds at this time.
3. HOME MBE and WBE Report
 - a. **Use Part III of HUD Form 40107 to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).**
The city of Coeur d'Alene does not receive HOME funds at this time.
4. Assessments
 - a. **Detail results of on-site inspections of rental housing.**
 - b. **Describe the HOME jurisdiction's affirmative marketing actions.**
 - c. **Describe outreach to minority and women owned businesses.**
The city of Coeur d'Alene does not receive HOME funds at this time.

Program Year 1 CAPER HOME/ADDI response:

HOMELESS

Homeless Needs

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. **Identify actions taken to address needs of homeless persons.**
The City is working on a 10-year plan to end homelessness. The City of Coeur d'Alene has established a citizen group that meets monthly and anticipates a plan will be completed by May 2009.

The City authorized the opening of a warming shelter in partnership with St. Vincent de Paul and Fresh Start for use by homeless persons when the temperature drops below 15 degrees Fahrenheit.
2. **Identify actions to help homeless persons make the transition to permanent housing and independent living.**

The City is working on a 10-year plan to end homelessness. The City of Coeur d'Alene has established a citizen group that meets monthly and anticipates a plan will be completed by May 2009.

3. Identify new Federal resources obtained from Homeless SuperNOFA.

None

Program Year 1 CAPER Homeless Needs response:

Specific Homeless Prevention Elements

1. Identify actions taken to prevent homelessness.

The City is working on a 10-year plan to end homelessness. The City of Coeur d'Alene has established a citizen group that meets monthly and anticipates a plan will be completed by May 2009.

Program Year 1 CAPER Specific Housing Prevention Elements response:

Emergency Shelter Grants (ESG)

1. Identify actions to address emergency shelter and transitional housing needs of homeless individuals and families (including significant subpopulations such as those living on the streets).
2. Assessment of Relationship of ESG Funds to Goals and Objectives
 - a. Evaluate progress made in using ESG funds to address homeless and homeless prevention needs, goals, and specific objectives established in the Consolidated Plan.
 - b. Detail how ESG projects are related to implementation of comprehensive homeless planning strategy, including the number and types of individuals and persons in households served with ESG funds.
3. Matching Resources
 - a. Provide specific sources and amounts of new funding used to meet match as required by 42 USC 11375(a)(1), including cash resources, grants, and staff salaries, as well as in-kind contributions such as the value of a building or lease, donated materials, or volunteer time.
4. State Method of Distribution
 - a. States must describe their method of distribution and how it rated and selected its local government agencies and private nonprofit organizations acting as subrecipients.
5. Activity and Beneficiary Data
 - a. Completion of attached Emergency Shelter Grant Program Performance Chart or other reports showing ESGP expenditures by type of activity. Also, describe any problems in collecting, reporting, and evaluating the reliability of this information.
 - b. Homeless Discharge Coordination
 - i. As part of the government developing and implementing a homeless discharge coordination policy, ESG homeless prevention funds may be used to assist very-low income individuals and families at risk of becoming homeless after being released from publicly funded institutions such as health care facilities, foster care or other youth facilities, or corrections institutions or programs.
 - c. Explain how your government is instituting a homeless discharge coordination policy, and how ESG homeless prevention funds are being used in this effort.

Program Year 1 CAPER ESG response:

The City of Coeur d'Alene does not receive ESG funding at this time.

COMMUNITY DEVELOPMENT

Community Development

*Please also refer to the Community Development Table in the Needs.xls workbook.

1. Assessment of Relationship of CDBG Funds to Goals and Objectives
 - a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan, particularly the highest priority activities.
 - b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.
 - c. Indicate the extent to which CDBG funds were used for activities that benefited extremely low-income, low-income, and moderate-income persons.
2. Changes in Program Objectives
 - a. Identify the nature of and the reasons for any changes in program objectives and how the jurisdiction would change its program as a result of its experiences.
3. Assessment of Efforts in Carrying Out Planned Actions
 - a. Indicate how grantee pursued all resources indicated in the Consolidated Plan.
 - b. Indicate how grantee provided certifications of consistency in a fair and impartial manner.
 - c. Indicate how grantee did not hinder Consolidated Plan implementation by action or willful inaction.
4. For Funds Not Used for National Objectives
 - a. Indicate how use of CDBG funds did not meet national objectives.
 - b. Indicate how did not comply with overall benefit certification.
5. Anti-displacement and Relocation – for activities that involve acquisition, rehabilitation or demolition of occupied real property
 - a. Describe steps actually taken to minimize the amount of displacement resulting from the CDBG-assisted activities.
 - b. Describe steps taken to identify households, businesses, farms or nonprofit organizations who occupied properties subject to the Uniform Relocation Act or Section 104(d) of the Housing and Community Development Act of 1974, as amended, and whether or not they were displaced, and the nature of their needs and preferences.
 - c. Describe steps taken to ensure the timely issuance of information notices to displaced households, businesses, farms, or nonprofit organizations.
6. Low/Mod Job Activities – for economic development activities undertaken where jobs were made available but not taken by low- or moderate-income persons
 - a. Describe actions taken by grantee and businesses to ensure first consideration was or will be given to low/mod persons.
 - b. List by job title of all the permanent jobs created/retained and those that were made available to low/mod persons.
 - c. If any of jobs claimed as being available to low/mod persons require special skill, work experience, or education, provide a description of steps being taken or that will be taken to provide such skills, experience, or education.
7. Low/Mod Limited Clientele Activities – for activities not falling within one of the categories of presumed limited clientele low and moderate income benefit
 - a. Describe how the nature, location, or other information demonstrates the activities benefit a limited clientele at least 51% of whom are low- and moderate-income.

8. Program income received
 - a. Detail the amount of program income reported that was returned to each individual revolving fund, e.g., housing rehabilitation, economic development, or other type of revolving fund.
 - b. Detail the amount repaid on each float-funded activity.
 - c. Detail all other loan repayments broken down by the categories of housing rehabilitation, economic development, or other.
 - d. Detail the amount of income received from the sale of property by parcel.
9. Prior period adjustments – where reimbursement was made this reporting period for expenditures (made in previous reporting periods) that have been disallowed, provide the following information:
 - a. The activity name and number as shown in IDIS;
 - b. The program year(s) in which the expenditure(s) for the disallowed activity(ies) was reported;
 - c. The amount returned to line-of-credit or program account; and
 - d. Total amount to be reimbursed and the time period over which the reimbursement is to be made, if the reimbursement is made with multi-year payments.
10. Loans and other receivables
 - a. List the principal balance for each float-funded activity outstanding as of the end of the reporting period and the date(s) by which the funds are expected to be received.
 - b. List the total number of other loans outstanding and the principal balance owed as of the end of the reporting period.
 - c. List separately the total number of outstanding loans that are deferred or forgivable, the principal balance owed as of the end of the reporting period, and the terms of the deferral or forgiveness.
 - d. Detail the total number and amount of loans made with CDBG funds that have gone into default and for which the balance was forgiven or written off during the reporting period.
 - e. Provide a List of the parcels of property owned by the grantee or its subrecipients that have been acquired or improved using CDBG funds and that are available for sale as of the end of the reporting period.
11. Lump sum agreements
 - a. Provide the name of the financial institution.
 - b. Provide the date the funds were deposited.
 - c. Provide the date the use of funds commenced.
 - d. Provide the percentage of funds disbursed within 180 days of deposit in the institution.
12. Housing Rehabilitation – for each type of rehabilitation program for which projects/units were reported as completed during the program year
 - a. Identify the type of program and number of projects/units completed for each program.
 - b. Provide the total CDBG funds involved in the program.
 - c. Detail other public and private funds involved in the project.
13. Neighborhood Revitalization Strategies – for grantees that have HUD-approved neighborhood revitalization strategies
 - a. Describe progress against benchmarks for the program year. For grantees with Federally-designated EZs or ECs that received HUD approval for a neighborhood revitalization strategy, reports that are required as part of the EZ/EC process shall suffice for purposes of reporting progress.

Program Year 1 CAPER Community Development response:

Not applicable for this plan year.

Antipoverty Strategy

1. Describe actions taken during the last year to reduce the number of persons living below the poverty level.

Program Year 1 CAPER Antipoverty Strategy response:

Not applicable for this plan year.

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs

*Please also refer to the Non-homeless Special Needs Table in the Needs.xls workbook.

1. Identify actions taken to address special needs of persons that are not homeless but require supportive housing, (including persons with HIV/AIDS and their families).

Program Year 1 CAPER Non-homeless Special Needs response:

Not applicable for this plan year.

Specific HOPWA Objectives

*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Overall Assessment of Relationship of HOPWA Funds to Goals and Objectives
Grantees should demonstrate through the CAPER and related IDIS reports the progress they are making at accomplishing identified goals and objectives with HOPWA funding. Grantees should demonstrate:
 - a. That progress is being made toward meeting the HOPWA goal for providing affordable housing using HOPWA funds and other resources for persons with HIV/AIDS and their families through a comprehensive community plan;
 - b. That community-wide HIV/AIDS housing strategies are meeting HUD's national goal of increasing the availability of decent, safe, and affordable housing for low-income persons living with HIV/AIDS;
 - c. That community partnerships between State and local governments and community-based non-profits are creating models and innovative strategies to serve the housing and related supportive service needs of persons living with HIV/AIDS and their families;
 - d. That through community-wide strategies Federal, State, local, and other resources are matched with HOPWA funding to create comprehensive housing strategies;
 - e. That community strategies produce and support actual units of housing for persons living with HIV/AIDS; and finally,
 - f. That community strategies identify and supply related supportive services in conjunction with housing to ensure the needs of persons living with HIV/AIDS and their families are met.
2. This should be accomplished by providing an executive summary (1-5 pages) that includes:
 - a. Grantee Narrative
 - i. Grantee and Community Overview
 - (1) A brief description of your organization, the area of service, the name of each project sponsor and a broad overview of the range/type of housing activities and related services
 - (2) How grant management oversight of project sponsor activities is conducted and how project sponsors are selected

- (3) A description of the local jurisdiction, its need, and the estimated number of persons living with HIV/AIDS
 - (4) A brief description of the planning and public consultations involved in the use of HOPWA funds including reference to any appropriate planning document or advisory body
 - (5) What other resources were used in conjunction with HOPWA funded activities, including cash resources and in-kind contributions, such as the value of services or materials provided by volunteers or by other individuals or organizations
 - (6) Collaborative efforts with related programs including coordination and planning with clients, advocates, Ryan White CARE Act planning bodies, AIDS Drug Assistance Programs, homeless assistance programs, or other efforts that assist persons living with HIV/AIDS and their families.
- ii. Project Accomplishment Overview
 - (1) A brief summary of all housing activities broken down by three types: emergency or short-term rent, mortgage or utility payments to prevent homelessness; rental assistance; facility based housing, including development cost, operating cost for those facilities and community residences
 - (2) The number of units of housing which have been created through acquisition, rehabilitation, or new construction since 1993 with any HOPWA funds
 - (3) A brief description of any unique supportive service or other service delivery models or efforts
 - (4) Any other accomplishments recognized in your community due to the use of HOPWA funds, including any projects in developmental stages that are not operational.
 - iii. Barriers or Trends Overview
 - (1) Describe any barriers encountered, actions in response to barriers, and recommendations for program improvement
 - (2) Trends you expect your community to face in meeting the needs of persons with HIV/AIDS, and
 - (3) Any other information you feel may be important as you look at providing services to persons with HIV/AIDS in the next 5-10 years
- b. Accomplishment Data
 - i. Completion of CAPER Performance Chart 1 of Actual Performance in the provision of housing (Table II-1 to be submitted with CAPER).
 - ii. Completion of CAPER Performance Chart 2 of Comparison to Planned Housing Actions (Table II-2 to be submitted with CAPER).

Program Year 1 CAPER Specific HOPWA Objectives response:

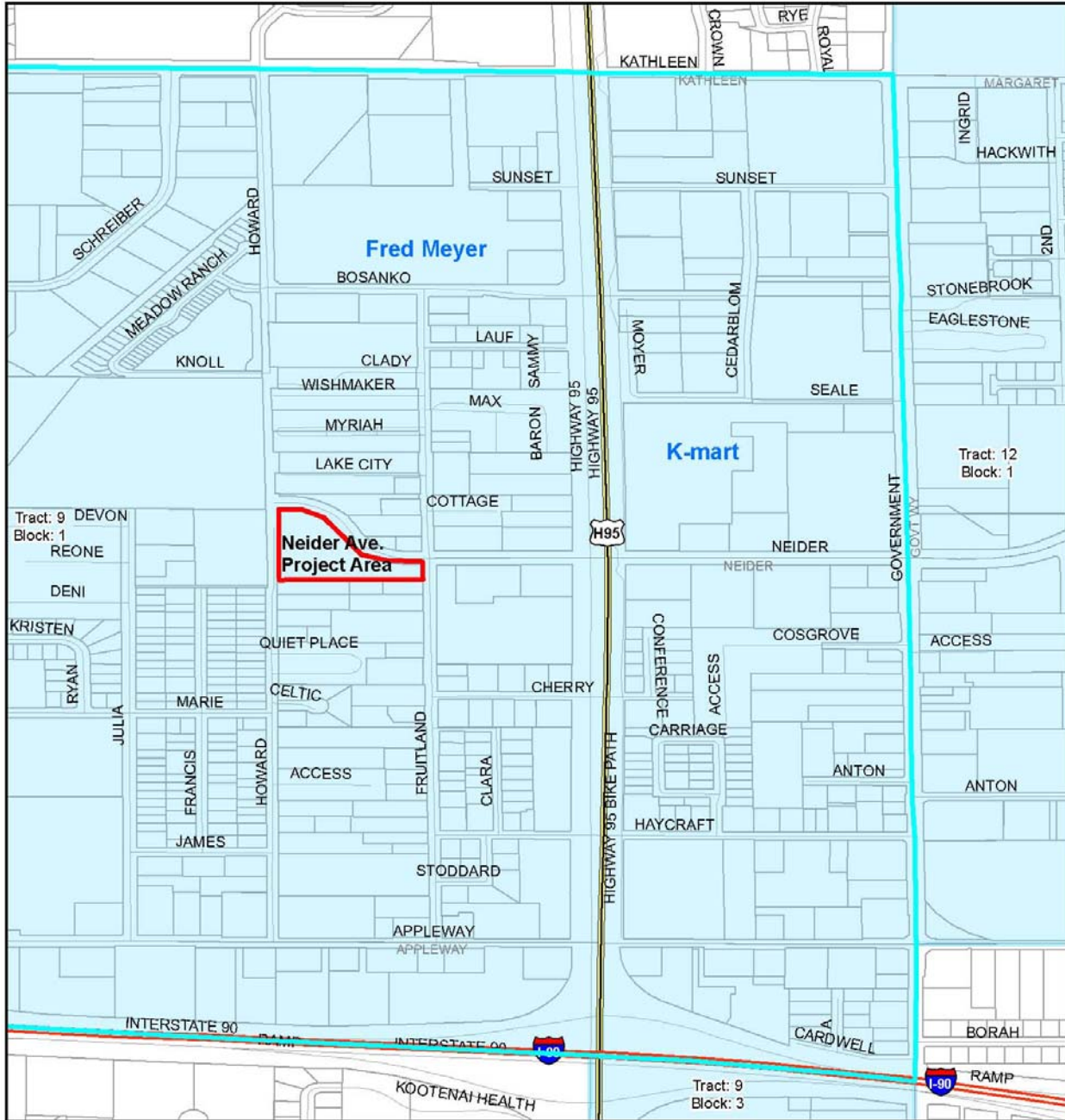
Not applicable for this plan year.

OTHER NARRATIVE

Include any CAPER information that was not covered by narratives in any other section.

Program Year 1 CAPER Other Narrative response:

Exhibit "A" Neider Avenue Project Area



Legend


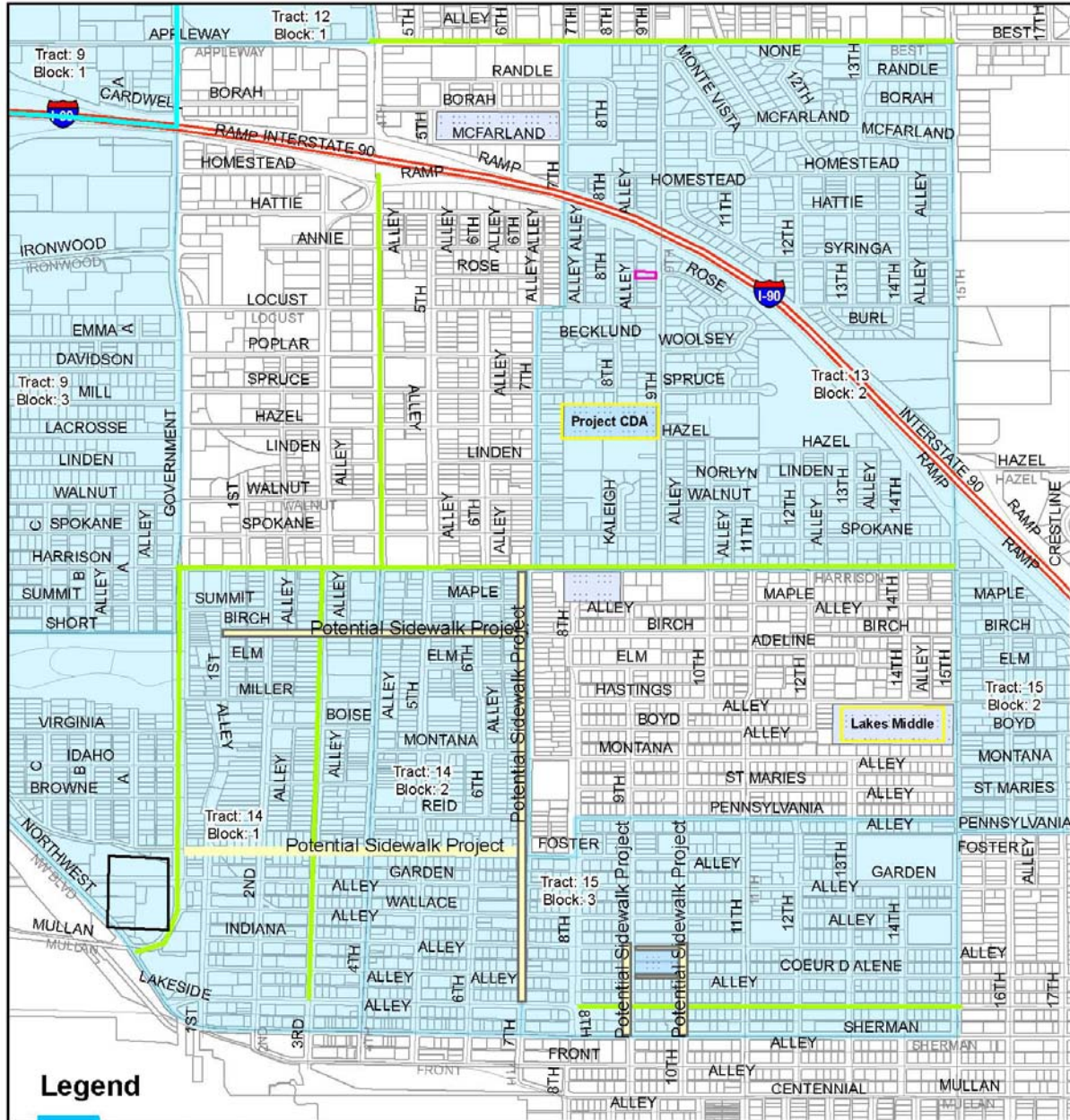
 Tract - Block 50 Per or greater

Exhibit "B" Potential Sidewalk Projects



Legend

- Tract - Block 50 Per or greater
- Schools
- Green Lines = City 5-year Plan Projects

Exhibit "C"
Code Enforcement Activity

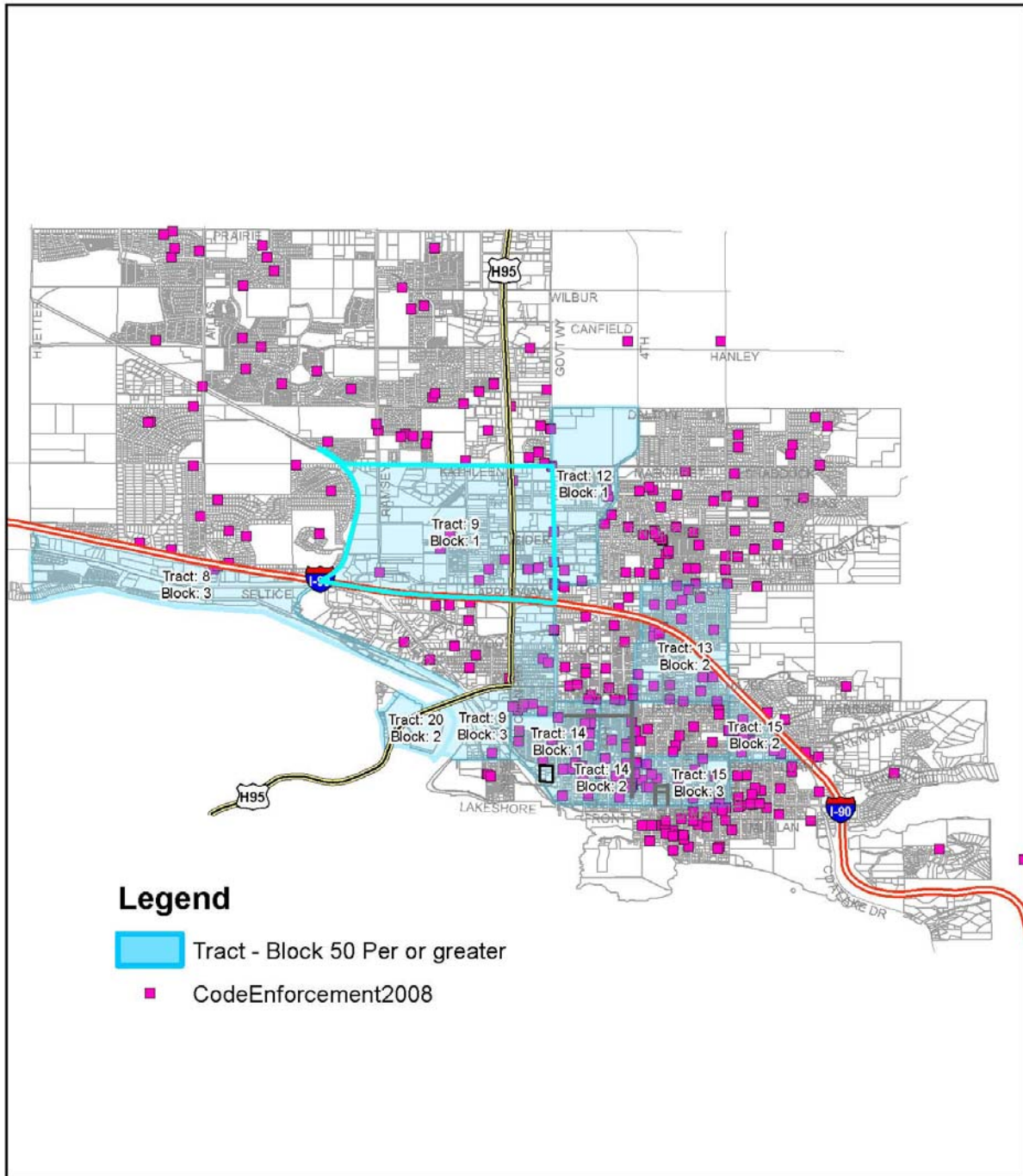


Exhibit "D"

PROCLAMATION

WHEREAS, on April 11, 1968, President Lyndon Johnson signed the Civil Rights Act of 1968. The 1968 Act clarified the prohibition of discrimination regarding the sale, rental, and financing of housing based on race, religion, national origin, sex (and as later amended) handicap and family status; and

WHEREAS, it has be 41 years since the enactment of the 1968 Act, and the community of Coeur d'Alene continues to work together to uphold the Fair Housing law and the principal of equal opportunity on which it is based; and

WHEREAS, this month is deemed Fair Housing month, and should be a celebration of laws and efforts of citizens to remove impediments to equal housing opportunities, and to emphasize and ensure the rights of all citizens in an effort to provide housing choice; and

WHEREAS, Equal opportunity housing can best be accomplished through leadership, example, education, and the mutual cooperation of all those affiliated with real estate industry and the public; and

WHEREAS, the City of Coeur d'Alene supports the efforts of the many organizations, housing and service providers working toward affirmatively furthering fair housing;

NOW, THEREFORE, I SANDI BLOEM, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim April, 2009 as

FAIR HOUSING MONTH

In Coeur d'Alene and ask the people to join in reaffirming their commitment to fair housing opportunities for all and to wholeheartedly recognize these rights throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this April 7, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

April 13, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Amy Ferguson, Exec. Assistant
Warren Wilson, Deputy City Atty
Jim Markley, Water Supt.
Jon Ingalls, Deputy City Admin.
Bob Foster, Code Enforcement

Item 1 Encroachment Agreement for Pergola at 1619 West Lee Court
Consent Calendar

Warren Wilson, Deputy City Attorney, presented a request for the approval of an encroachment agreement with Gardens and Gallery, Inc. for pergola style architectural details at 1619 W. Lee Court. Mr. Wilson explained that the applicants have submitted a building permit application and would like to turn the old Granite Planet location across the street from Lowe's into a garden center. They would like to add some architectural enhancements that extend off the building which, in some places will extend into the right of way. As a result they need an encroachment agreement with the city. Mr. Wilson explained that the encroachment agreement will require that the applicant name the city as an additional insured and build something that won't be a problem for the use of the right of way. He further confirmed that the agreement would not be perpetual and contains a notice provision that would require the removal of the encroachment upon 180 days' notice from the city. Councilman Hassell suggested that the notice provision be changed to 90 days to make it similar to other city encroachment agreements. Mr. Wilson will make the change.

MOTION by McEvers, seconded by Kennedy, to recommend Council approval of Resolution No. 09-017, authorizing an Encroachment Agreement with Coeur d'Alene Gardens and Gallery, Inc., for pergola style architectural details at 1619 W. Lee Court. Motion carried.

Item 2 Williams Request for License to Cross Public Property with Trailer
Consent Calendar

Jim Markley presented a request from Cecil and Carol Williams to allow them to cross property owned by the Water fund with their recreational vehicle. Mr. Markley explained that the city owns property on the west side of Fruitland Lane just north of Neider Avenue. The property is bounded on the north by a trailer park. The applicants live in one of the trailers an RV on their property. Their best access is through the city property, however, the neighbor to the south has blocked the path on several occasions and prevented them from access to the city-owned property. The neighbor to the south was notified of the meeting and invited to attend. Mr. Markley said that the city has no active need for the property and recommended that the city grant the applicants a license to cross the property with a revocation clause in case at some point it no longer works for the city. Councilman Hassell suggested that they might access from the extended Neider Avenue when it is completed. Mr. Markley said that access would need to be

coordinated with the project. Councilman Kennedy asked Mr. Foster, Code Enforcement Officer, to notify the objecting neighbor of the council's decision.

MOTION by Kennedy , seconded by McEvers, to recommend Council approval of Resolution No. 09-017 authorizing the City of Coeur d'Alene to enter into a revocable license to allow Cecil and Carol Williams to cross city property for the purpose of moving their RV in and out of their property. Motion carried.

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 2/28/09	RECEIPTS	DISBURSE- MENTS	BALANCE 3/31/09
<u>General-Designated</u>	\$491,423	\$7,119	\$7,966	\$490,576
<u>General-Undesignated</u>	4,988,010	3,244,706	3,790,722	4,441,994
<u>Special Revenue:</u>				
Library	208,196	34,912	101,225	141,883
Cemetery	64,691	13,474	58,244	19,921
Parks Capital Improvements	1,246,815	46,587	92,020	1,201,382
Impact Fees	2,278,703	43,008	36,922	2,284,789
Annexation Fees	172,574	101	296	172,379
Insurance	2,017,765	42,006	9,464	2,050,307
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	926,559	28,486	185,681	769,364
LID Guarantee	285,304	167	509	284,962
LID 124 Northshire/Queen Anne/Indian Meadows	782			782
LID 127 Fairway / Howard Francis	(137)			(137)
LID 129 Septic Tank Abatement	206,445	684		207,129
LID 130 Lakeside / Ramsey / Industrial Park	94,592			94,592
LID 143 Lunceford / Neider	6,688			6,688
LID 145 Govt Way - I-90 to Dalton		29,593		29,593
LID 146 Northwest Boulevard	205,429			205,429
LID 148 Fruitland Lane Sewer Cap Fees	3,493	11,367		14,860
<u>Capital Projects:</u>				
Street Projects	955,983	1,430	152,334	805,079
2006 GO Bond Capital Projects	453,537	444	109,152	344,829
<u>Enterprise:</u>				
Street Lights	172,833	42,587	60,070	155,350
Water	268,101	225,643	346,958	146,786
Water Capitalization Fees	1,134,847	29,964	11,182	1,153,629
Wastewater	16,362,422	505,114	671,523	16,196,013
Wastewater-Reserved	1,176,926	26,500		1,203,426
WWTP Capitalization Fees	2,488,508	60,115	67,375	2,481,248
WW Property Mgmt	60,668			60,668
Sanitation	335,137	268,636	293,223	310,550
Public Parking	601,726	10,769	14,717	597,778
Stormwater Mgmt	536,458	143,527	156,091	523,894
Wastewater Debt Service	71			71
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	175,753	187,710	175,753	187,710
LID Advance Payments	387		222	165
Police Retirement	1,404,207	23,614	28,907	1,398,914
Cemetery P/C	2,069,451	21,282	1,050	2,089,683
Sales Tax	1,081	1,587	1,081	1,587
Jewett House	10,339	669	2,015	8,993
KCATT	3,407	2	6	3,403
Reforestation	6,391	4	4	6,391
Street Trees	208,628	6,422	5,367	209,683
Community Canopy	340	240	153	427
CdA Arts Commission	999		95	904
Public Art Fund	78,677	46	143	78,580
Public Art Fund - LCDC	177,584	104	321	177,367
Public Art Fund - Maintenance	111,004	65	208	110,861
KMPO - Kootenai Metro Planning Org	45,818	93,248	59,436	79,630
BID	84,019	3,743	198	87,564
Homeless Trust Fund	648	544	648	544
GRAND TOTAL	\$42,123,283	\$5,156,219	\$6,441,281	\$40,838,221

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 31-Mar-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$178,075	\$86,889	49%
	Services/Supplies	18,560	6,075	33%
Administration	Personnel Services	487,884	239,415	49%
	Services/Supplies	319,576	16,101	5%
Finance	Personnel Services	618,800	308,419	50%
	Services/Supplies	134,590	46,597	35%
Municipal Services	Personnel Services	781,490	391,720	50%
	Services/Supplies	519,090	274,563	53%
Human Resources	Personnel Services	200,841	101,933	51%
	Services/Supplies	50,600	13,181	26%
Legal	Personnel Services	1,188,345	580,242	49%
	Services/Supplies	103,542	39,743	38%
	Capital Outlay			
Planning	Personnel Services	480,015	238,095	50%
	Services/Supplies	59,800	22,642	38%
Building Maintenance	Personnel Services	274,385	120,576	44%
	Services/Supplies	147,975	52,217	35%
Police	Personnel Services	8,388,028	4,079,124	49%
	Services/Supplies	720,719	288,025	40%
	Capital Outlay	138,018	74,055	54%
Fire	Personnel Services	6,198,116	3,225,084	52%
	Services/Supplies	419,402	163,791	39%
	Capital Outlay	30,000	35,952	120%
General Government	Services/Supplies	202,890	177,830	88%
Byrne Grant (Federal)	Services/Supplies	80,662	537	1%
COPS Grant	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	13,769	27%
	Capital Outlay			
Streets	Personnel Services	1,801,367	854,491	47%
	Services/Supplies	512,750	231,774	45%
	Capital Outlay	235,000	118,140	50%
ADA Sidewalk Abatement	Personnel Services	140,214	817	1%
	Services/Supplies	71,600	40,092	56%
Engineering Services	Personnel Services	524,633	182,711	35%
	Services/Supplies	736,600	112,343	15%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SIX MONTHS ENDED
 31-Mar-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2009	PERCENT EXPENDED
Parks	Personnel Services	1,210,389	471,752	39%
	Services/Supplies	433,820	98,835	23%
	Capital Outlay	81,000	44,400	55%
Recreation	Personnel Services	584,633	253,182	43%
	Services/Supplies	151,600	26,168	17%
	Capital Outlay	41,000		
Building Inspection	Personnel Services	832,665	388,137	47%
	Services/Supplies	56,150	17,876	32%
	Capital Outlay	16,000	15,900	99%
Total General Fund		<u>29,222,464</u>	<u>13,453,193</u>	<u>46%</u>
Library	Personnel Services	922,504	434,355	47%
	Services/Supplies	192,900	89,262	46%
	Capital Outlay	65,000	29,712	46%
Cemetery	Personnel Services	172,654	79,532	46%
	Services/Supplies	76,080	31,440	41%
	Capital Outlay	48,000	74,274	155%
Impact Fees	Services/Supplies	2,000,000	1,374,789	69%
Annexation Fees	Services/Supplies	400,000	400,000	100%
Parks Capital Improvements	Capital Outlay	1,578,000	456,974	29%
Insurance	Services/Supplies	318,000	23,667	7%
Total Special Revenue		<u>5,773,138</u>	<u>2,994,005</u>	<u>52%</u>
Debt Service Fund		<u>2,383,816</u>	<u>1,236,689</u>	<u>52%</u>
Ramsey Road	Capital Outlay			
Govt Way - Dalton to Hanley	Capital Outlay	300,000	42,493	14%
Howard - Neider Extension	Capital Outlay	450,000	259	0%
4th St - Lakeside to Harrison	Capital Outlay		241,781	
4th St - Anton to Timber	Capital Outlay			
Ironwood	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay	220,000		
Seltice Way	Capital Outlay			
15th St & Harrison signal	Capital Outlay	250,000	2,087	
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		6,222	
Fire Dept GO Bond Expenditure	Capital Outlay	500,000	262,813	53%
Total Capital Projects Funds		<u>1,720,000</u>	<u>555,655</u>	<u>32%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SIX MONTHS ENDED
31-Mar-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 3/31/2009	PERCENT EXPENDED
Street Lights	Services/Supplies	572,090	248,360	43%
Water	Personnel Services	1,489,698	701,511	47%
	Services/Supplies	3,674,714	618,009	17%
	Capital Outlay	1,856,000	547,185	29%
Water Capitalization Fees	Services/Supplies	1,000,000		
Wastewater	Personnel Services	2,070,178	907,191	44%
	Services/Supplies	5,001,574	986,106	20%
	Capital Outlay	8,620,000	414,333	5%
	Debt Service	1,488,860	597,493	40%
WW Capitalization	Services/Supplies	3,798,325		
Sanitation	Services/Supplies	3,100,546	1,319,198	43%
Public Parking	Services/Supplies	184,132	69,397	38%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	372,189	178,224	48%
	Services/Supplies	521,837	198,591	38%
	Capital Outlay	675,000	182,794	27%
Total Enterprise Funds		<u>34,425,143</u>	<u>6,968,392</u>	<u>20%</u>
Kootenai County Solid Waste		2,400,000	925,901	39%
Police Retirement		244,728	109,702	45%
Cemetery Perpetual Care		103,000	49,015	48%
Jewett House		16,300	8,087	50%
Reforestation		2,000		
Street Trees		40,000	13,400	34%
Community Canopy		620	1,211	195%
CdA Arts Commission		6,700	1,197	18%
Public Art Fund		101,000		
Public Art Fund - LCDC		105,000		
Public Art Fund - Maintenance		5,000	1,097	22%
Fort Sherman Playground			2,707	
KMPO		539,200	250,878	47%
Business Improvement District		142,000	90,000	63%
Homeless Trust Fund		4,000	1,998	50%
Total Trust & Agency		<u>3,709,548</u>	<u>1,455,193</u>	<u>39%</u>
TOTALS:		<u><u>\$77,234,109</u></u>	<u><u>\$26,663,127</u></u>	<u><u>35%</u></u>