

Coeur d'Alene

CITY COUNCIL MEETING

August 20, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

August 6, 2013

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 6, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: Pastor Chris Lauri, Anthem Friends Church provided the invocation.

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

PRESENTATION: LANDINGS WELL EMERGENCY REPAIR UPDATE: Water Superintendent Jim Markley stated that there is a current water line issue on Fairmont Loop, which the department has been working on for over a week. He expressed thanks to the homeowners, who have been great to work with. Mr. Markley stated that in April they rehabbed the Landings well and on May 17th, the well had a catastrophic failure. He outlined six main items included in the failure and explained how unusual the failure was, in that the column pipe separated and fell to the bottom of the well. There was also enough heat to melt plastic parts within the motor. Staff was able to find short lead-time replacement parts and by the last week of June all replacement parts were received, which enabled the well to come back on line on July 11th. He extended thanks to Terry Pickel and Ken Worst for aiding in the speedy and successful work in getting the well back on line. He stated that their next well would be at Atlas and Hanley with a projected date to start pumping water in the summer of 2015. Councilman Goodlander gave thanks to the Water Department staff. Councilman Kennedy asked what the cost was for the repair. Mr. Markley stated that it was approximately \$200,000; however, insurance will cover the costs, so there will be no out-of-pocket costs.

PRESENTATION: MCEUEN PARK CONSTRUCTION UPDATE: Engineering Project Manager Dennis Grant presented an update regarding the McEuen Park project and stated that the contractor is in the process of pouring concrete for the upper floor of the parking structure. Additionally, the playground equipment is being built in place, and the Harbor House backfill

has been done and pillars are in place for the roof structure. The project is close to on schedule and Mr. Grant thanked the contractor for their communication and continued progress.

PUBLIC COMMENTS: Mayor Bloem reminded commenters of the 5-minute allowance for public comment and that matters should be related to City government business.

Boys and Girls Club:

Joanne Cree, Coeur d'Alene, stated that she was in support of the Boys and Girls Club and that she currently takes her children to the Post Falls club. She stated that the facility is very low cost and safe and that she would support a facility in Coeur d'Alene. She stated that the Post Falls facility has a wait list.

Ryan Davis, Post Falls, Executive Director of the local Boys and Girls Club, stated that they would not pursue the location of Person Field. They heard from many of the Councilmembers that they support the club as they recognize the need. They have discussed many alternative sites and Cherry Hill was one. He has talked with the Field of Dream folks and they expressed no issue with Boys and Girls Club. He also met with the BMX program president and found that they were not opposed, and support idea of joint venture. He reiterated the need for a program on the east side of Coeur d'Alene. He asked the Council what the group could do to move forward with a Coeur d'Alene site, as they currently have a good board and investors ready to help make this happen.

Councilman Goodlander asked what their time for construction would be if they were approved for the Cherry Hill site. Mr. Davis stated that they would complete fund raising first, as they do not want to have any debt on the facility. Councilman Edinger asked if the club would need the whole area that the City acquired from the Eagles. Mr. Davis stated the space they are looking at would be close to the Post Fall facility size, which is approximately 2 acres. Councilman Edinger asked if the club would be willing to buy acreage from the City. Mr. Davis stated that they are currently looking at all options. He explained that the current agreement with Post Falls is a long-term low-cost lease. Councilman Gookin asked if this was an official withdrawal of the request for a location on Person Field. Mr. Davis explained that it was clear at the last council meeting that the site would not be an option. Councilman Kennedy stated that it is hard to fund raise without a location finalized. Councilman Goodlander asked how many kids a 10,000 sq. ft. facility could hold. Mr. Davis stated that during the summer they hold approximately 200, which is right at capacity. Councilman Goodlander asked if they have considered a larger facility to allow more use. Mr. Davis stated that they have learned a need for efficiencies from the Post Falls facility and that they could expand to serve more kids and efficiencies. Councilman Goodlander stated that she believes it is important to look at future expansion when planning the facility.

MOTION: Motion by Kennedy, seconded by Goodlander to direct staff to meet with the Boys and Girls Club and to bring location options back to the Council within 30 days, which should include the Cherry Hill option.

DISCUSSION: Councilman Adams wanted to ensure that the City check for any previous commitments made to the Field of Dreams group and asked if staff's recommendations would

come through General Services. Councilman Kennedy stated that he would like to meet with the Field of Dream group within the next 30 days.

Motion to direct staff to meet with the Boys and Girls Club and to bring location options back to the Council within 30 days, which should include the Cherry Hill option. Motion Carried.

Ron Nilson, Coeur d'Alene, stated that he liked that the meeting opened with prayer. He is representing the Boys and Girls Club as a Board member and wants to start changing children's lives today. He asked that the Council provide a site and they will start raising money. He believes that the City of Coeur d'Alene children should have the same opportunity as the kids in Post Falls.

Todd Tondee, Kootenai County, stated that he was representing the Board of Boys and Girls Club and asked the Council to move forward to work with the Club to establish a Coeur d'Alene location. He thanked Councilman Kennedy for putting a timeframe on his motion.

Lynn Crosby, Post Falls, stated that a club would help employees who are working parents, because rather than the workers worrying about their kids coming home to empty house; they would be at the Club. She clarified that the site is specific to the location of the need.

Erick Keck, Post Falls, thanked the Council for considering the idea of a Cherry Hill location and asked the Council to convey land and consider a special use agreement with little cost back to the City, as the club provides many benefits to the children of the community. He requested that the council consider a similar, if not better agreement, to what they have with Post Falls.

Councilman Kennedy asked if they did a "use of gym" trade with Post Falls. Mr. Keck clarified that they did. Councilman Kennedy thought the use of gyms would be a point of value to our Recreation Department. Mr. Keck stated that community room space might also be available. Councilman Gookin asked for more information regarding the Post Falls agreement. Mr. Keck stated that the land was originally owned by the School District, who conveyed the land to the City, and then the City entered into the agreement with the Club, and clarified that the facility would revert to the City if it ever closed.

Craig Wilcox, Coeur d'Alene, spoke in support of the Club and stated that he grew up in Coeur d'Alene and during long winters, he and his friends, out of boredom, found creative ways to make mischief and made mistakes and never had a feeling of community. He believes that every day that goes by is another chance for the kids in the community to make bad choices too.

Cindy Wood, Coeur d'Alene, stated that she is a parent of Sorenson children. She also utilizes the Post Falls Boys and Girls Club. She stated that there is such a lack of affordable quality childcare and she was ecstatic to hear that a Club was coming to the community. She feels good about the programs and she know her children are being cared for and doing their homework. She gave kudos to the Club staff. She encouraged the Council to support a Coeur d'Alene facility.

Tollie Willhite, Coeur d'Alene, stated that she is a parent of Sorenson kids and is grateful that the children are in the Boys and Girls Club in Sorenson and Post Falls. She stated that the Club is not just affordable childcare, but is also a safe haven for children and a place of enrichment.

Christina Heater, Coeur d'Alene, stated that she is a parent and believes the Club would have a positive impact and that the location was important. The east side of Coeur d'Alene is lower income and she referenced the high free and reduced lunch rates for Borah Elementary. She thanked the Council for the motion tonight and encouraged them to find a central location that will benefit the east side of town.

Laura Wahlen, Post Falls, expressed how the Club has affected her family's lives, as they witnessed firsthand the inequity in lower socio-economic levels of children. The Boys and Girls Club was able to aid young kids that were eventually hired by the Club, thereby creating jobs. She thanked the Council for making a Club happen in Coeur d'Alene.

BMX Association Lease

Daryl Elmore, Coeur d'Alene, BMX Association President, thanked the Council for allowing their use of the Cherry Hill site and thanked the Council for consideration of extending their Agreement for another three years. He believes that they have been good stewards of the land and they have excelled in the BMX field. They have built a great program due to the help of the City and its staff. In regards to the Boys and Girls Club, they would support having them at the base of Cherry Hill, as their goals are very similar.

Miscellaneous:

Dave Barger, Coeur d'Alene sees an important need in the town: stability in the family. He expressed concern about cancerous exposure from Avista electrical lines.

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

1. Approval of Minutes for July 15, 16, and 23, 2013.
2. Setting General Services and Public Works Committees meetings for Monday, August 12th at 12:00 noon and 4:00 p.m., respectively.
3. Approval of Beer/Wine License - Maverik, Inc., 880 West Center Street (New)

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

COUNCIL ANNOUNCEMENTS:

Councilman Kennedy stated that tonight was his anniversary and wished his wife a Happy Anniversary.

APPOINTMENTS – Lake City Development Corporation, Library Board, Pedestrian Bicycle Advisory Committee, and Student Representatives.

MOTION: Motion by Goodlander, seconded by Kennedy to approve the appointment of Brad Jordon to the Lake City Development Corporation; Fay Sweney to the Library Board, Beverly Moss to the Pedestrian Bicycle Advisory Committee and the following student representatives: Luke Osmanski to the Parking Commission, Grant Connery, and Cole O'Brien (alternate) to the Planning Commission; Devan Karsann to the Pedestrian Bicycle Advisory Committee; Mason Patzer and Addison Johnson (alternate) to the Parks and Recreation Commission; Gabi Olscamp and Jodi Grantham (alternate) to the Arts Commission; Rachel Hogan to the Childcare Commission; Riley Ellingsen to the Natural Open Space Committee; Cameron Cardenas to the Urban Forestry Committee; Michelle Nolan to the Library Board; and Charley Smith to the CDA TV Committee. **Motion carried** with Adams and Gookin voting no.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel stated that there was a grand opening of the John O'Brien house today, which was a partnership between St. Vincent de Paul and the City. The housing was constructed through the use of a HUD 811 grant, which provides housing for people with disabilities. The Downtown Association Board of Directors has analyzed the ridership of the free shuttle bus that has been running downtown this summer and concluded that the number of riders using the service has not warranted the expense. As of July 28th, the shuttle service ceased running the downtown route. Specialized Needs Recreation (SNR) of Coeur d'Alene has been awarded a \$5,000 Quality of Life grant from the Christopher and Dana Reeve Foundation. The grant was one of 74 awards totaling nearly \$500,000 from the Reeve Foundation to nonprofit organizations that enable people with disabilities to live independent and active lives. The grant will allow SNR to scholarship over half of its children to all of the day camps it offers on non-school days, and provide transportation to and from all activities. The enormously popular City Park Concert Series is in full swing with Soulpatch providing country and southern rock music this Sunday. These concerts are held every Sunday during the summer months, from 1:00 p.m. to 4:00 p.m. at the Rotary Lakeside Bandshell in CDA City Park. Citizens are encouraged to bring their lawn chairs and blankets and come out for a great time and great music. Lifeguards continue to be busy staffing the City Beach. The Recreation Department will have guards on duty 7 days a week from 11:30 a.m. to 6:00 p.m., weather permitting, through August 18th. Please note that children day camps and organized groups are required to have one adult for every ten children and they need to be within 10 feet of the children at all times. When packing a cooler for an afternoon at the City's parks or beaches this summer, remember that alcohol and glass beverage containers are not allowed. It's illegal to throw, carry, or possess any glass beverage container and any container holding alcohol, opened or not, in any park, beach, natural area, playground and playfield that the city of Coeur d'Alene owns, leases, or maintains, according to City Code. It is also illegal to make, use, or have any open fires in those locations, except in designated barbeque areas. Fireworks on public property are also illegal, unless it is an authorized public display. The Wall of Remembrance will be traveling through Coeur d'Alene on August 14 around 10:30 a.m. The wall contains names and photos of those who lost their lives in military serve and is sponsored by the Kootenai County Veteran's Counsel. The wall transportation will include 2 semi-trucks and 400 motorcycles, and travel north on Highway 95 to Prairie Avenue, to a ceremony at the Hayden Park. Citizens should expect travel delays in that area. As a reminder, the Mooring docks at 3rd Street are open as well as the Tubbs Hill entrance. The City received a letter of appreciation to the City Fire Department for assistance to the Mica and Kidd Island Fire Departments. This mutual aid allowed quick control of the Mica fire.

RESOLUTION NO. 13-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT WITH THE COEUR D'ALENE BMX ASSOCIATION FOR USE OF THE BMX TRACK AT CHERRY HILL COMMUNITY PARK.

MOTION: Motion by Edinger, seconded by Kennedy to adopt Resolution 13-041

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

RESOLUTION NO. 13-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HOWARD MEEHAN FOR THE CREATION AND INSTALLATION OF PUBLIC ART FOR THE 4TH STREET PEDESTRIAN ENTRANCE TO MCEUEN PARK.

STAFF REPORT: Recreation Director Steve Anthony presented a maquette of the art proposed for the McEuen 4th Street entrance. The selection committee reviewed over 194 original proposals, narrowed it down to 30, and then selected the final four. The final four prepared maquettes that were displayed at the Library and then the committee selected the piece entitled "Under the Rainbow." The Contract for the piece is \$110,000 and it will be the gateway piece to the park. Councilman Goodlander served on the committee, and stated that this piece was unique and was her favorite, and clarified that the piece is lit with LED lighting that can change colors. She stated that if one were standing at 4th and Sherman, which is the best view of the lake, this piece would not disrupt the view.

MOTION: Motion by Goodlander, seconded by Kennedy to adopt Resolution 13-042

DISCUSSION: Councilman Gookin stated that he would be voting against the motion as he felt that this piece does not say anything about Coeur d'Alene, and believes that the City should be using local artists. Councilman Kennedy clarified that local artists did submit and the process included their submittals, and that the City must abide by purchasing codes and are bound to follow the law.

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

RESOLUTION NO. 13-043

AMENDMENT TO THE LOAN AGREEMENT WITH DEQ FOR WASTEWATER LOAN

STAFF REPORT: Capital Program Manager Jim Remitz stated that this amendment is for the Phase 5.C.1 project. Councilman Goodlander reiterated that the original loan base amount did not cover the bid amounts received. Mr. Remitz stated that the interest rate is 2% over 20 years.

MOTION: Motion by Gookin, seconded by Edinger to adopt Resolution 13-043

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

IMPLEMENTING A “P” ZONE DISCUSSION: Councilman Gookin stated that he brought this item forward to the Public Works Committee and that this topic came up during the Person Field discussions. In the Person Field situation the park is zoned R-12, which means the owner of the property could sell the property and it could be developed accordingly. He has talked with citizens who requested the City consider a Park (P) zone. There are several cities in Idaho with alternative types of zoning such as agricultural zones. He stated that Post Falls has a PRI zone, which is similar to what he is suggesting. This would allow some protections to the public in case future City Council’s desire to sell parkland.

City Attorney Mike Gridley stated that in the case of city-owned property the Council determines what the use of the property would be, any existing or future Council could rezone it back, which it is why it is difficult to legally protect into the future as a Council can determine the use of the property. He stated that parks are allowed by right in all zones, which allows parks to be built without having to go through a zoning process. Mr. Gridley stated that he does not see a great benefit to create this zone, as it does not provide any greater protection. Councilman Gookin asked if the City wanted to sell an existing park, for example Jenny Stokes Field, what would the process be. Mr. Gridley stated he did not know the zoning of Jenny Stokes, but Council would have to declare it surplus and put it up for auction, which would go to the highest bidder, or do a land exchange, which would be the decision of the Council. Mr. Gridley clarified there is no hearing requirement to sell surplus land, as it would be treated the same as the declaration of any other surplus item.

Councilman Edinger asked if the P Zone would affect the Person Field Resolution proposed tonight. Mr. Gridley stated that the items are related, as the Council made a motion at the last meeting for staff to look at protection of the Person Field land. He clarified that the City Council would be able to do what they want with the land, such as applying a Deed Restriction. Additionally, if the City gets funding from a State or Federal agencies, there may be regulations that would bind the use of the property in the future, but otherwise the use is up to the Council. The resolution proposed tonight states that as long as this Council exists, it would protect the land as parkland.

Councilman McEvers asked if in the history of the City, has the City ever surplused a park, and felt that a P zone would not provide any more protection in the future. Councilman Gookin stated that the City could not sell a property within a P zone, as it would have to be rezoned first, which would require a public hearing, giving the citizens a voice in the process. Councilman Gookin clarified that he brought this item forward to see if the Council wants to direct staff to research it further. Councilman Goodlander asked if the City could rezone School District and/or privately owned as a park. Mr. Gridley stated that the City could; however, it would be a down zone and potentially require compensation to the property owner. Additionally, parks are currently allowed in all zones, as opposed to the past when they were allowed only through a

special use permit process. He reiterated that the Council has the authority to make decisions on city-owned land.

The Mayor asked if the P zone would only apply to city-owned property or private development. Mr. Gridley stated that it would depend on how the Council defined the zone and that it could include all land. Mayor Bloem asked if there would be a difference in how those properties would be taxed. Mr. Gridley said that it could possibly change the tax. Mr. Gridley clarified that the debate over Person Field included the fact that it could have been developed and appraised as R-12 rather than open space and clarified it could still be determined as a taking.

Councilman Gookin asked City Planner Dave Yadon to explain the difference between R-1 and the proposed P zone. Mr. Yadon stated that it would reduce the amount of uses allowed on the site and that the City must be careful when talking about R-12 vs. R1 to continue to meet the Comprehensive Plan. The difference between R-1 and a P zone would depend on how the City defines what a P zone includes, such as only applicable to public owned property, and/or to include privately owned open space. Park zones are not extensively used by cities, most commonly, such as the case with Post Falls; they do away with the park zones and allow them by right. Mr. Yadon clarified that it is best to make the right thing to do the easy thing to do.

Councilman Edinger asked if the Resolution was a better way to protect parkland. Mr. Yadon stated that he was not sure if it is the better thing to do, but may be the easiest and reiterated that in the end the City Council holds all the cards as to how the use is determined. Public process is the other issue and the question may be is the zoning process the best public process to determine a park. Mr. Yadon stated that the land use process is an inelegant way to determine a park. Another option may be to create an Ordinance to determine how the City will dispose of public land, which could include a public hearing process and could be applied only to parks or certain categories. Additionally, the Parks and Recreation Commission, in conjunction with City Council, is the first step in establishing a park. Councilman Gookin believes it makes a more cumbersome process of disposing of park property. Mr. Gridley stated that the zone would seem to be protecting the Council from itself. Additionally, a Council could approve an Ordinance, and then repeal it at any time thereafter.

MOTION: Motion by Gookin, seconded by Edinger to direct staff to further investigate the possibility of a “P” (park) zone and report to Council at a future date.

DISCUSSION: Councilman Goodlander stated that the addition of a P zone would be an unnecessary burden and that it would mean asking staff to use hours of resources, which she did not believe was necessary, and she would oppose this motion. Councilman Adams stated that the intention is wonderful, but he would not support the addition of another layer. He stated that he has not seen the City dispose of any parks and does not see the value. Councilman Kennedy stated that he is concerned that this action would be downzoning and would add complexity to the process. The neighbors around Person Field are getting what they wanted and the City is getting the land; therefore, he does not believe the City should move forward with the creation of this zone. Councilman McEvers asked Councilman Gookin if creating an Ordinance stating that disposal of property would require a public hearing would suffice. Councilman Gookin felt that there were other protections within a P zone, not just the hearing process. He agreed that there is

not anything the Council can do that cannot be undone. Councilman McEvers stated that he does not want staff to spend a lot of time on this. Councilman Kennedy stated that this feels like more government, more zoning, more laws, and felt it was not the direction to go. Councilman Edinger clarified that the motion is to have staff look at the p zone, and thinks staff could work on it.

Councilman Edinger called for the question. Motion Carried with McEvers voting no.

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

RESOLUTION NO. 13-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING PERSON FIELD TO REMAIN PARK LAND AND OPEN SPACE.

STAFF REPORT: Mr. Gridley stated that this item is a follow up from the last Council meeting. Upon researching ways to encumber land, the Legal Department has prepared this resolution as an option. He reiterated that future Council's might make a contrary decision.

MOTION: Motion by Kennedy, seconded by Goodlander to adopt Resolution 13-044

DISCUSSION: Councilman Kennedy stated that the Resolution has limited force of law, but is a clear sense of where the Council stands. Although, one could make the case that the City should do this for every park; in the case of Person field, he believes it is a good idea. Councilman Gookin asked the status of the master planning of Person Field. Councilman Kennedy responded that the Park and Recreation group is working on the four corners master planning, and he is not sure of the schedule for Person Field master planning.

MOTION TO AMEND: Motion by Gookin, second by Adams to amend the motion to add that there be a master plan developed for Person Field and that the processes include membership from the neighborhood.

DISCUSSION: Councilman Edinger stated that there was a neighbor association and 500 people who signed the petition who would be satisfied with the Resolution and he believed they would want input on the master plan.

ROLL CALL FOR MOTION TO AMEND: Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye; Adams Aye; McEvers Aye. **Motion carried.**

ROLL CALL ON MAIN MOTION: Goodlander Aye; Gookin Aye; Kennedy Aye; Edinger Aye; Adams Aye; McEvers Aye. **Motion carried.**

EXECUTIVE SESSION: MOTION: Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling

a vacancy in an elective office or deliberations about staffing needs in general; §(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; §(c) To conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.

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

TIME OUT OF EXECUTIVE SESSION: 8:40 p.m.

MOTION: Motion by McEvers, seconded by Edinger that upon Police Chief Longo's retirement, appoint as Interim Police Chief, Ron Clark, to act as Interim until such time as the vacancy is filled. It is anticipated that the recruitment process will begin in January 2014. **Motion carried.**

MOTION: Motion by McEvers, seconded by Kennedy that upon Planning Director Yadon's retirement, appoint as Interim Planning Director, Warren Wilson, to act as Interim until such time as the vacancy is filled. It is anticipated that the recruitment process will begin in January 2014. **Motion carried.**

MOTION: Motion by McEvers, seconded by Edinger that upon Parks Director Doug Eastwood's retirement, appoint as Interim Parks Director, Bill Greenwood, to act as Interim until such time as the vacancy is filled. It is anticipated that the recruitment process will begin in January 2014. **Motion carried.**

ADJOURNMENT: **Motion** by Kennedy, seconded by McEvers that there being no further business before the Council that this meeting is adjourned. **Motion carried.**

The meeting adjourned at 8:42 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod,
City Clerk

RESOLUTION NO. 13-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A FUEL SERVICES CONTRACT WITH COLEMAN OIL COMPANY; APPROVING A SCHOOL RESOURCES OFFICER AGREEMENT WITH COEUR D'ALENE SCHOOL DISTRICT #271; AND APPROVING S-3-13 COEUR D'ALENE PLACE 19TH ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE / WARRANTY AGREEMENT AND SECURITY APPROVAL.

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

- A) Approving a Fuel Services contract with Coleman Oil Company;
- B) Approving a School Resources Officer Agreement with Coeur d'Alene School District #271;
- C) Approving S-3-13 Coeur d'Alene Place 19th Acceptance of Improvements, Maintenance / Warranty Agreement and Security approval;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through C" 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 20th day of August, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

FROM: Tim Martin, Street Superintendent

INITIATED BY: Suzanne Sims, Fuel Services Coordinator

DATE: August 12, 2013

SUBJECT: AUTHORIZATION TO ENTER AGREEMENT WITH COLEMAN OIL FOR FUEL SERVICES

DECISION POINT:

Council is requested to authorize staff to enter into agreement with Coleman Oil for fuel services.

HISTORY:

The city's fuel services contract with Coleman Oil Company (previously Clark Oil) will expire on August 29, 2013. To reward performance, this contract was for a one-year base contract and annual options to renew the contract for up to three additional one-year periods. The city's contract with Coleman Oil is in its last option year.

FINANCIAL ANALYSIS:

No major changes were proposed to the bid specifications. The proposed bid specifications and draft contract reflect housekeeping items made to keep terms and conditions current. This contract as proposed would offer a one-year base contract with 3 additional option years that could be exercised provided performance meets or exceeds the city's minimum contract requirements. This bid solicitation will ensure price competition of vendor mark-up prices over prevailing wholesale prices. The bid instructions and specifications require the bidder to provide in their bid a "mark up" factor to be added to the prevailing wholesale prices based on the Oil Price Information Service (OPIS) also referred to as the "OPIS Rack Average" for Spokane. Structuring this contract with a base year and 3 additional one-year extensions was designed to save the administrative costs associated with bidding this package on a yearly basis.

PERFORMANCE ANALYSIS:

These bid specifications reflect housekeeping changes only, and contract re-solicitation will not change the projected performance standards of the current contract being utilized to deliver fuel. The current contract terms have ensured best possible price and service standards. There have been no complaints from city users under these terms.

DECISION POINT/RECOMMENDATION:

Staff recommends Council authorization to enter into an agreement with Coleman Oil for fuel services for the term of this contract.

Attachments:

- 1) Bid Instructions, Bid Checklist, Bid Form and Specifications
- 2) Draft Fuel Services Contract

CITY OF COEUR D'ALENE
STREET DEPARTMENT

2103 Fuel Services

NOTICE OF ADVERTISEMENT FOR BIDS

Sealed Bids will be received at the office of the City Clerk for the City of Coeur d'Alene on or before the 6th day of August, 2013, until the hour of 10:00 o'clock AM for the City of Coeur d'Alene 2013 Fuel Services.

Bids will be opened on said date at 10:00 a.m. by the City Clerk in the Council Chambers at City Hall, 710 E. Mullan Avenue. All interested individuals are welcome to attend.

A Public Works Contractor License for the State of Idaho is required to complete this work. All bids shall contain one of the following forms of Bidder's security in an amount equal to 5% of the total Bid amount, made payable to the City of Coeur d'Alene: a) Bidder's Bond executed by a surety company qualified to conduct business in the State of Idaho, b) Certified Check, c) Cashier's Check, or d) Cash.

Bid packets are available from the City Clerk's Office; City of Coeur d'Alene, 710 Mullan Ave.; Coeur d'Alene, ID 83814 (208-769-2300).

All bids shall be presented or otherwise delivered to the City Clerk under seal with a concise statement marked on the outside thereof identifying the expenditure to which the bid pertains.

The right is reserved to reject any or all proposals.

Dated this 17th day of July, 2013:

CITY OF COEUR D'ALENE

Renata McLeod
City Clerk

Publish dates: July 23, 2013
July 30, 2013

CONTRACT

THIS CONTRACT, made and entered into this 20st day of August, 2013, 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 called "**CITY**," and Coleman Oil Co., 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 103 E. Summit Avenue, Coeur d'Alene, Idaho 83814 hereinafter called **VENDOR**.

WITNESSETH:

In consideration of the conditions and covenants set forth herein the parties agree as follows:

1. That the **VENDOR** shall furnish fuel and fuel management services to the **CITY** according to the specifications set forth in Exhibit "1" attached hereto and by the reference incorporated herein for a term beginning the 21st day of August, 2013 and ending the 20th day of August, 2014.
2. The **CITY** will pay to **VENDOR**, for the fuel and services to be furnished by it, the sum set forth in the Bid Proposal, attached hereto as Exhibit "2" and by this reference incorporated herein.
3. **CITY**, in its sole option, may renew this contract for three (3) additional one (1) year terms upon the same terms and conditions as in the initial contract. The **CITY** must provide notice of renewal to **VENDOR** at least thirty (30) days prior to the end of the current term.
4. That all fuels must be of a high quality grade, absent of condensation or other impurities that may be expected to impact the performance of City vehicles.
5. That a sufficient supply of cleaning materials must be maintained at each card lock location, including paper towels, water, and "squeegee" device for cleaning the windshield. A refuse container will also be provided.
6. The **VENDOR** will supply fuel to City vehicles from card lock operated dispensing centers to the **CITY's** satisfaction, and be available 24 hours a day to personally verify the dispensing of and signing for fuel. In the event of a power failure, the **VENDOR** will provide backup for fuel dispensing within one hour of power outage.
7. The **VENDOR** must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for City-supplied fuel from this type of outlet will

be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2. Both dispensing centers must be accessible to large vehicles and equipment and must provide drive through capabilities for equipment of lengths up 42' long and 12' in height with a minimum of 50' for turning capabilities.

8. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.
9. The **VENDOR** agrees that in the event the City determines there is a fuel shortage, the **CITY** shall be the **VENDOR's** highest priority customer receiving fuel prior to all other paying or non paying customers.
10. The **VENDOR** agrees that the it will maintain during the term of this contract a backup system that will be metered gravity flow system manually operated by **VENDOR** employees from the bulk plant facility located at 103 E. Summit Avenue, Coeur d'Alene, Idaho.
11. **VENDOR** agrees to random fuel testing to be done by an independent test firm of the **CITY's** choosing. The **CITY** may request fuel testing, up to four (4) times a year. Fuel tanks will be made immediately available for this purpose. The cost of this testing to be paid by the **VENDOR**. If **VENDOR** fails to promptly pay testing costs, the **CITY** may, at **CITY's** discretion, deduct testing costs from **VENDOR's** fuel billing. The parties agree that failure to cooperate with testing will result in preclusion from bidding for the **CITY's** fuel services Contract until the year 2014 and be deemed a material breach of this contract and be grounds for contract termination.
12. The parties agree **VENDOR** will use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name or number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons disbursed
 - (k) All applicable taxes per transaction
13. **VENDOR** will supply one gas card for each individual/or vehicle.

14. **VENDOR's** cost, as referenced by the Oil Price Information Service (OPIS), or the "OPIS Rack Average" for Spokane," must be included with invoices or be accessible to the city each month, plus **VENDOR's** markup to include Washington Hazardous fee (.7%), freight costs, total gallons, and total amount of purchases provided and due for the billing period.
15. Time is of the essence of this contract and any failure to comply with the terms of this contract including any term or condition to the bid specifications shall be deemed material and a default.
16. In the event of default by **VENDOR**, the **CITY**, in addition to any other right or remedy it may have under law, shall have the option to terminate this agreement. However, before declaring such termination, the **CITY** shall notify **VENDOR** in writing of the particulars of **VENDOR's** default, and **VENDOR** shall have two (2) days from the time such written notice is delivered to **VENDOR** as set forth below in which to remedy such default.
17. Any notice required herein to be given to **CITY** shall be written and deemed received by City when personally delivered to the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
18. Any notice required herein to be given to **VENDOR** shall be written and deemed received by Coleman Oil Company when addressed to Coleman Oil Company, Coeur d'Alene, Idaho 83814 and deposited in the United States mail with proper postage affixed thereto, or when personally delivered to the office of the Coleman Oil Company, 103 E Summit Avenue, Coeur d'Alene, Idaho.
19. **VENDOR** shall indemnify, defend and hold the **CITY** harmless from all claims for injury to person or property resulting from the **VENDOR's** actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the City as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.
20. **VENDOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **VENDOR** fail to maintain such insurance during the entire term hereof, the **VENDOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **VENDOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come

due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

21. **VENDOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.
22. This contract, with all of its forms, specifications, and stipulations, shall be binding upon the parties hereto, their successors and assigns.
23. Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.
24. Any civil action arising from this agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.
25. The failure of the **CITY** at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the **CITY** thereafter to enforce each and every protection hereof.
26. This instrument and all appendices, exhibits and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
27. The **CITY** and **VENDOR** may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.
28. If any action shall be brought to enforce or interpret any of the covenants, terms, or conditions of this agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

THE CITY OF COEUR D'ALENE

FUEL SERVICES BID SPECIFICATIONS

INTRODUCTION

The Fuel Services bid being solicited is one in which the successful bidder will:

- assure the quality and availability of fuel at a reasonable and competitive cost, and at reasonably convenient and accessible locations;
- provide adequate monthly reports that allocate costs to their appropriate departments;
- provide other fleet fuel services, audit efficiencies and customer service to the satisfaction of the City of Coeur d'Alene.

BID INSTRUCTIONS

1. Sealed bids will be received by the City Council of the City of Coeur d'Alene at the office of the City Clerk of said City on or before the 6th day of August 2013 , until the hour of **10:00 A.M.** of said day, and shall be clearly marked "FUEL SERVICES"
2. Bids received by the City may not be withdrawn after the time set in the notice for opening the bids. All bids received shall be opened at the time and place set in the notice inviting bids, and no person shall be denied the right to be present at the opening of bids. The bid award will be made within thirty (30) days of the date of the opening of bids, unless complicating circumstances arise.
3. Bid proposal form, bid checklist, bid instructions and bid specifications are available to interested bidders at the office of the City Clerk.
4. All bids shall contain one of the following forms of bidder's security in an amount equal to 5 percent (5%) of the amount of the bid (based on the estimated number of gallons of fuels as shown in bid documents):
 - (a) Cash
 - (b) Cashiers check made payable to the City
 - (c) Certified check made payable to the City
 - (d) Bidder's bond executed by a surety company qualified to do business in Idaho, made payable to the City.
5. If the bidder fails to execute the contract, the amount of his bidder's security shall be forfeited to the City, subject to provisions of Idaho Code 67-2806.
6. The City reserves the right to reject any and all bids and to waive informalities which do not affect the essential fairness of the bidding process, and to accept the lowest responsive and responsible bid.
7. Bids must be submitted on the "Bid Proposal" form which is available from the City Clerk's office located at City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814.

BID SPECIFICATIONS

The City of Coeur d'Alene, Idaho, desires to retain Fuel Services for all City owned and operated vehicles and auxiliary equipment and machines. Failure to comply with the bid specifications will render the bid non-responsive. The following specifications are required:

1. The Vendor will supply fuel to City vehicles from card lock operated dispensing centers. In the event of a power loss, the vendor will provide generator backup for fuel dispensing and personnel to manually account for fuel dispensed within one hour of power outage. Vendor must include proof with their bid proposal that a generator backup system is available and in place, and a description of how the system will be instituted within one hour of power outage.
2. The vendor must have one dispensing center located west of Highway 95 and north of Interstate 90. A second dispensing center must be located south of Interstate 90. The dispensing centers must be located within the city limits of Coeur d'Alene. One of the dispensing centers can be a convenience store, retail service station, etc. The price for City-supplied fuel from this type of outlet will be adjusted downward to meet bid price if retail prices exceed bid price. Both dispensing centers must be accessible to City vehicles twenty-four (24) hours a day, 365 day a year, for dispensing of the following fuels: unleaded gasoline, premium unleaded gasoline, dyed diesel and diesel #2. Both dispensing centers must be accessible to City vehicles 24 hours a day, 365 days a year with easy access for large vehicles and equipment. Dispensing centers must provide drive through capabilities for equipment of lengths up 42' long and 12' in height with a minimum of 50' for turning capabilities. One approved site must provide premium unleaded fuel.
3. The fuels must be of a high quality grade, absent of condensation or other impurities that may be expected to impact the performance of City vehicles. Diesel fuel will be blended from October through March to meet a requirement of -20 degrees Fahrenheit without gelling.
4. The vendor must agree to random fuel testing to be done by an independent test firm of the City's choosing. The City reserves the right to request fuel testing, when deemed necessary by the City, up to four times a year. Fuel tanks will be made available for this purpose. The cost of this testing will be paid by the vendor. If the vendor fails to promptly pay testing costs, City may, at City's discretion, deduct testing costs from vendor's fuel billing. Failure to cooperate with testing may result in preclusion from future bidding, or grounds for contract termination.
5. A sufficient supply of cleaning materials must be maintained at each cardlock location, including paper towels, water, and "squeegee" device for cleaning windshields. A refuse container will also be provided. These cleaning supplies and refuse container must be located no more than five feet from the fuel pumps. Vendor must include with their bid proposal proof of the existence and location of these cleaning supplies and refuse container.

**BID SPECIFICATIONS
(Continued)**

6. The City will require the vendor to use a one-card system (gas card or equivalent) to report the following information, per vehicle, as follows:
 - (a) Date, time and site of each purchase
 - (b) Vehicle ID
 - (c) Driver identified by name/or card number
 - (d) Odometer reading at the time of purchase (optional for user)
 - (e) Miles driven between each fueling (with odometer reading) OPTIONAL
 - (f) Miles per gallon for every transaction (with odometer) OPTIONAL
 - (g) Cost per mile for every transaction (with odometer) OPTIONAL
 - (h) Product purchased
 - (i) Price per gallon
 - (j) Gallons dispensed
 - (k) All applicable taxes per transaction

7. Vendor will supply one gas card for each individual/vehicle.

8. The Fuel Services vendor will provide monthly reports that allocate costs to appropriate City departments (e.g. Parks, Police, Streets, Fire, Engineering, Recreations, Water, Wastewater and others) and assist with data to support state fuel audits and other reporting requirements.

9. The vendor's cost, as referenced by the weekly Oil Price Information Service average for Spokane, known as the "OPIS Rack Average" for Spokane, must be available to the City each month, plus vendor's markup, total gallons, and total amount of purchases provided and due for the billing period.

10. Changes in the vendor's cost per gallon to the City can be made during the billing period by referencing the Oil Price Information Service (OPIS). Vendor's markup per gallon may not change during the period of the bid award. Term of the contract shall be one year commencing August 21, 2013, with the City in its sole option shall have an annual option to renew the contract for three (3) additional one (1) year periods upon the same terms as the initial contract.

11. Vendor is to supply the City with approximately the following number of gallons of fuel during the base (first year) period of the bid award:

A.	Unleaded gasoline	86,000 gallons
B.	Premium unleaded gasoline	800 gallons
C.	Diesel fuel	60,000 gallons

No guarantee of minimum or maximum amount is made in any category.

**BID SPECIFICATIONS
(Continued)**

12. Example of Bid Proposal – based on weekly Oil Price Information Service (OPIS) current as of June 1, 2009, and vendor’s set markup, and estimated gallons: Vendor

*****EXAMPLE ONLY*****

		<u>6/1/09</u>	<u>Markup</u>	=	<u>Vendor Total</u>
A.	Unleaded gasoline	86,000 x <u>\$1.00</u>	+ <u>.01</u>	=	\$86,860
B.	Premium unleaded gasoline	800 x <u>\$1.00</u>	+ <u>.01</u>	=	\$ 808
C.	Diesel fuel	60,000 x <u>\$1.00</u>	+ <u>.01</u>	=	\$60,600
Total Estimated Cost of City Services				=	<u>\$148,268</u>

13. Vendor will be required to enter into a written contract with the City. Failure to comply with the terms of the contract will result in contract termination.

Exhibit "A"

Bid Proposal

The City of Coeur d'Alene, Idaho, desires to retain fuel Services for all City owned and operated vehicles and auxiliary equipment and machines. The following Bid Proposal, based on the weekly Oil Price Information Service (OPIS) as of July 22, 2013 ("OPIS Rack Average" for Spokane), and includes any hazardous fees per gallon, vendor's set markup and freight costs for the estimated gallons, in addition to the vendor's compliance with the bid specs will be the basis by which this bid is awarded. The number of gallons of fuel needed is represented as accurately as can be determined; however, no minimum or maximum amounts are guaranteed. If fuel consumption by the City falls short or exceeds those figures used below, vendor agrees to charge bid prices for additional fuel.

The City reserves the right to reject any and all bids.

	Gallons	OPIS 7.22.13	Hazard Fee	Freight to CDA	Vendor Markup	Total
Unleaded gasoline	86,000	X _____	+ _____	+ _____	+ _____	= _____
Premium UL gasoline	800	X _____	+ _____	+ _____	+ _____	= _____
LS Dyed Diesel	70,000	X _____	+ _____	+ _____	+ _____	= _____
Total Estimated Cost of City Services =						_____

If there are additional fees please list here: _____

 Authorized Signature Title Date

Address

CITY COUNCIL
STAFF REPORT

DATE: June 18, 2013

FROM: Wayne Longo
Chief of Police

SUBJECT: School Resource Officer agreement between the Coeur d'Alene School District #271 and the City of Coeur d'Alene.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2013-2014.

History:

The City of Coeur d'Alene and School District #271 have maintained the SRO partnership since 1999. Both the Police Department and the School District have deemed the SRO program not only successful, but vital to providing campus safety. The partnership's success can be tangibly measured in the reduction of campus related crimes and case clearance rates.

Financial Analysis:

The school district has agreed to pay \$242,207 of the personnel costs associated with this program as well as all the overtime costs incurred by the School Resource Officers for school events.

Performance Analysis:

The SRO program has specifically impacted campus crime as documented by standard crime reporting data. The SRO program has provided the police department an open communication link with students, educators and citizens that have directly resulted in solving several crimes that might not have been solved.

Quality of Life Analysis:

The SRO program has provided an excellent way for police, students, teachers, and other citizens to interact in a positive proactive manner. The full impact of these programs on the quality of life is sometimes hard to measure. The feedback from all involved truly believes the schools are a safer place. In addition they feel the police and citizens have a more positive relationship.

Decision Point:

Should the City of Coeur d'Alene enter into a contract to continue the School Resource Officer program with School District #271 for fiscal year 2013-2014. The School District is committed to this program and has already agreed to maintain this program for the fiscal school year of 2013-2014.

AGREEMENT BETWEEN THE
COEUR D'ALENE SCHOOL DISTRICT #271

and

THE CITY OF COEUR D'ALENE

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
DISTRICT'S FISCAL YEAR 2013-2014

THIS AGREEMENT is entered into this 5th day of Aug., 2013, by and between School District #271, Coeur d'Alene, Idaho, hereinafter referred to as DISTRICT, and the City of Coeur d'Alene, having its principal business office located at 710 Mullan, Coeur d'Alene, Idaho, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, safety and security on and around high school, middle school, and elementary school campuses is an essential element for a positive educational environment; and

WHEREAS, the safety and well being of students on high school, middle school, and elementary school campuses is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide six (6) School Resource Officers in order to provide a uniformed high visibility presence on and around the high school and middle school campuses, located in the City of Coeur d'Alene; and

2. CITY agrees to furnish normal equipment for officers who perform this service, including use of Coeur d'Alene Police Department vehicles; and

3. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law, at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School, investigate youth related criminal cases, continue work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement related matters as they occur during regularly scheduled work hours for the officer; and

4. CITY agrees to have officers attend various sporting events and other extra curricular activities as needed for pro-active enforcement and interaction; and

5. CITY agrees to document and investigate all incidents of crime as per the police department's policies and procedures.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide office space, furnishings and supplies for each School Resource Officer; and

2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and

3. DISTRICT agrees each officer shall be responsible primarily to their Police Department Supervisor and secondarily to the principal of the high school to which they are assigned.

4. DISTRICT agrees to pay all overtime for the School Resource Officers.

III. CONTROL AND JURISDICTION

Prevention, education and training may take place at elementary schools, Coeur d'Alene High School, Lake City High School, Venture High School, Woodland Middle School, Canfield Middle School and Lakes Middle School located in the City of Coeur d'Alene as such activity relates to the DISTRICT.

The School Resource Officers will remain under the employment, direction, and control of the Coeur d'Alene Police Department. The Resource Officers are employees of the City of Coeur d'Alene as employee is defined under Idaho Code 6-902(4). The City of Coeur d'Alene shall remain responsible for the actions of the School Resource Officers, and shall maintain liability insurance, or self insurance as the case may be in order to protect the district from any

claims under the Idaho Tort Claims Act, Idaho Code 6-901 et seq., or any other alleged act or omission of the School Resource Officers including but not limited to alleged Civil Rights violations.

The DISTRICT shall endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular high school or middle school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the CITY outside the scope of this agreement shall be negotiated for compensation prior to the incurrence of such work assignments, the same shall be agreed to in writing.

IV. CONSIDERATION

In consideration of all services hereinbefore described, DISTRICT agrees to pay and CITY agrees to accept in full payment therefore the amount of Two Hundred Forty Two Thousand Two Hundred Seven and 00/100 (\$242,207.00) to be paid quarterly.

V. TERM, AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall remain in effect for the 2013-2014 public school fiscal year.
2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT as permitted by law.
3. This Agreement may be terminated at any time in writing by mutual consent of CITY and DISTRICT.
4. On or before July 1, 2014, both parties shall meet to evaluate the program prior to deciding whether to continue.

VI. IDAHO LAW CONTROLS

It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the interpretation of this Agreement shall be initiated exclusively in the Courts of the State of Idaho.

VII. SUCCESSORS-IN-INTEREST AND ASSIGNS

All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns.

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be signed in their behalf by duly authorized representative on the 5th day of Aug., 2013, pursuant to Resolution No. 13-~~14-002~~, authorized the City Mayor to sign same.

CITY OF COEUR D'ALENE
#271

COEUR D'ALENE SCHOOL DISTRICT

By: _____
Sandi Bloem, Mayor

By: Thomas J. Hearn
Tom Hearn, Chairperson

Attest:

Attest:

Renata McLeod, City Clerk

Glenda Pope
~~Lynn Towne, Clerk of the Board~~
Glenda Pope, Acting Clerk

APPROVED as to form and legality this _____ day of _____, 2013.

By: _____
Michael C. Gridley, City Attorney

By: _____
Mark Lyons, Attorney for School District 271

**CITY COUNCIL
STAFF REPORT**

DATE: August 20, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place 19th Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Acceptance of the installed public infrastructure improvements for the Coeur d'Alene Place 19th Addition.
2. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: North of Sorbonne Drive, adjoining the easterly side of Atlas Road.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plat of CdA Place 17th Addition, November 2010.
 3. Final plat of CdA Place 18th Addition, September 2012.
 4. Final plat of CdA Place 19th Addition, April 2013.

FINANCIAL ANALYSIS

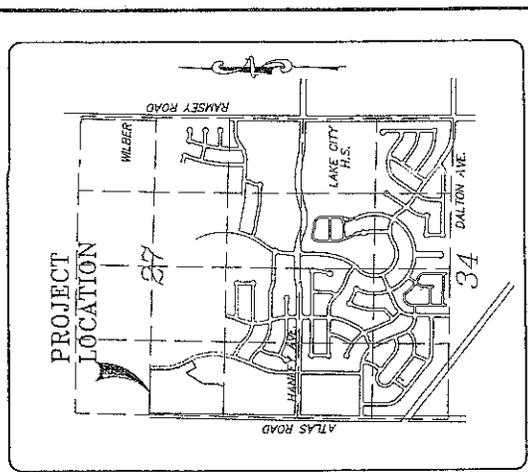
The developer has installed the required improvements and is required to install a warranty bond (10% of infrastructure installation cost) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval. The required security amounts to \$17,141.00.

PERFORMANCE ANALYSIS

The developer has installed all of the required public road, and, utility improvements, and the responsible City departments have approved the installations and found them ready to accept. Acceptance of the installed improvements will allow the issuance of all available building permits (24) for this phase of the development. The City maintenance will be required to start after the one (1) year warranty period expires on August 20, 2014.

DECISION POINT RECOMMENDATION

1. Accept the installed public road improvements.
2. Approve the Maintenance/Warranty agreement and accompanying security.



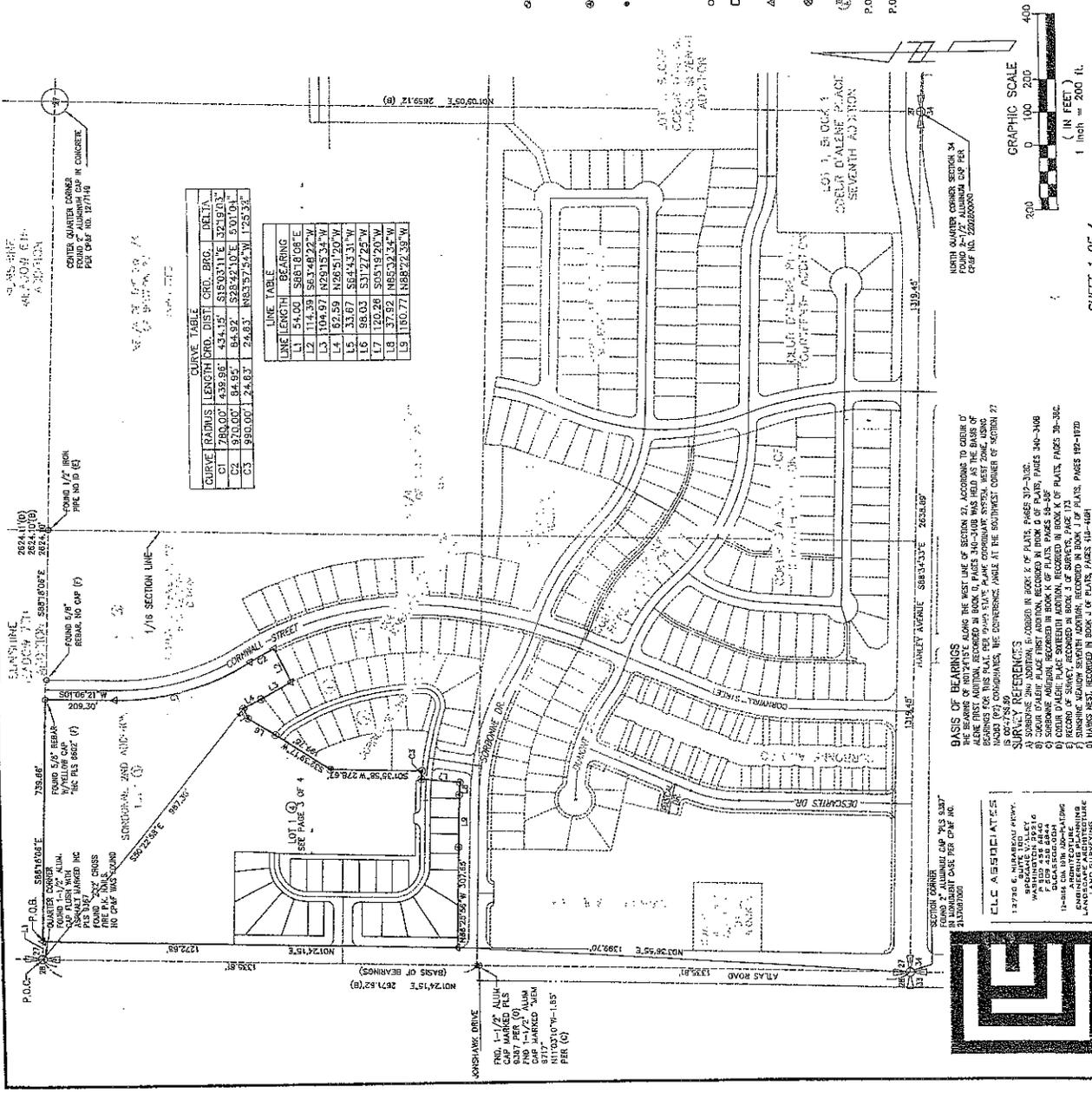
VICINITY MAP
NOT TO SCALE

- LEGEND**
- SET 2/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE WEEK SUBSEQUENT TO THE RECORDING OF THIS PLAN, ACCORDANCE WITH DASH CODES 50-1331 AND 50-1332.
 - ⊗ SET 5/8" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "MEM 9717".
 - SET 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717" OR LEAD PLUS WITH TAG "MEM 9717" TO BE SET ON OR BEFORE ONE WEEK SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAN, ACCORDANCE WITH DASH CODES 50-1331, 50-1332 AND 50-1333.
 - FOUND AS NOTED
 - FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717".
 - △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "MEM 9717".
 - ⊗ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "MEM 9717".
 - ⊙ BLOCK NUMBER
 - P.O.C.—POINT OF COMMENCEMENT
 - P.O.B.—POINT OF BEGINNING



**COEUR D'ALENE PLACE
NINETEENTH ADDITION**
A RE-PLAT OF LOT 1, BLOCK 3 OF
SORBONNE 2ND ADDITION, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 27,
TOWNSHIP 51 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

TOTAL AREA=19.85 ACRES

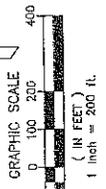


CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	780.00'	438.98'	434.35'	S103.51'E	32.91°
C2	1970.00'	84.95'	84.92'	S28.42'E	32.91°
C3	1980.00'	24.63'	24.63'	N85.97'E	32.91°

LINE TABLE

LINE	LENGTH	BEARING
L1	54.00'	S86.18'08"E
L2	114.39'	S63.48'22"W
L3	104.97'	N29.15'34"W
L4	82.59'	N26.51'20"W
L5	33.67'	S64.43'31"W
L6	89.03'	S31.27'22"W
L7	120.26'	S08.19'20"W
L8	37.62'	N65.32'34"W
L9	180.77'	N58.72'35"W

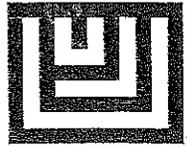


BASIS OF BEARINGS
BEARINGS ARE GIVEN THE BEST USE OF SECTION 27, ACCORDING TO CORNER OF
THE FIRST ADDITION, RECORDED IN BOOK 10, PAGES 340-348 WAS HELD AS THE BASIS OF
BEARINGS FOR THIS PLAT, PER 19-19-1917 PLAIN COORDINATE SYSTEM, WEST ZONE, USING
NAD 83 DATUM, UNLESS OTHERWISE INDICATED.

SURVEY REFERENCES

- A) SORBONNE 2ND ADDITION, RECORDED IN BOOK 10, PAGES 340-348.
- B) COEUR D'ALENE PLACE FIRST ADDITION, RECORDED IN BOOK 10, PAGES 340-348.
- C) COEUR D'ALENE PLACE SECOND ADDITION, RECORDED IN BOOK 10, PAGES 349-350.
- D) RECORD OF SURVEY, RECORDED IN BOOK 7 OF SURVEYS, PAGE 173.
- E) SHOSHONE RESERVE SEVENTH ADDITION, RECORDED IN BOOK 1 OF PLATS, PAGES 19-1920.
- F) COEUR D'ALENE PLACE SEVENTEENTH ADDITION, RECORDED IN BOOK 10 OF PLATS, PAGES 348-349.

CLE ASSOCIATES
17210 E. HARBORVIEW AVENUE
BOISE, IDAHO 83735
PHONE: 476-1111
FAX: 476-1112
WWW.CLEASSOCIATES.COM
LAND SURVEYING
LAND DEVELOPMENT



CURVE	RADIUS	LENGTH	CHD.	DIST.	CRD.	BRG.	DELTA
C1	780.00	439.36	434.15	515.03	117.2	327.19	0.3
C2	970.00	846.95	84.92	528.47	110.0	597.04	0.6
C3	990.00	24.93	24.83	885.57	55.4	125.32	0.1
C4	20.00	5.36	5.34	806.07	38.4	157.21	0.1
C5	20.00	5.31	5.29	807.72	38.4	157.21	0.1
C6	20.00	28.07	27.88	812.85	47.4	187.48	0.1
C7	20.00	28.07	27.88	812.85	47.4	187.48	0.1
C8	85.00	43.51	42.83	815.25	54.4	200.00	0.1
C9	85.00	43.51	42.83	815.25	54.4	200.00	0.1
C10	85.00	43.51	42.83	815.25	54.4	200.00	0.1
C11	85.00	43.51	42.83	815.25	54.4	200.00	0.1
C12	85.00	43.51	42.83	815.25	54.4	200.00	0.1
C13	100.00	78.71	76.89	858.03	62.4	450.51	0.1
C14	100.00	157.42	141.65	848.30	66.4	801.14	0.1
C15	100.00	157.42	141.65	848.30	66.4	801.14	0.1
C16	115.00	14.76	14.35	868.07	31.4	706.14	0.1
C17	115.00	42.79	42.35	873.57	37.4	211.15	0.1
C18	115.00	42.79	42.35	873.57	37.4	211.15	0.1
C19	115.00	42.79	42.35	873.57	37.4	211.15	0.1
C20	115.00	42.79	42.35	873.57	37.4	211.15	0.1
C21	115.00	42.79	42.35	873.57	37.4	211.15	0.1
C22	20.00	31.48	28.33	848.30	66.4	901.14	0.1
C23	20.00	31.48	28.33	848.30	66.4	901.14	0.1
C24	20.00	31.48	28.33	848.30	66.4	901.14	0.1
C25	20.00	31.48	28.33	848.30	66.4	901.14	0.1
C26	115.00	42.76	42.52	874.25	37.4	211.17	0.1
C27	115.00	42.76	42.52	874.25	37.4	211.17	0.1
C28	115.00	42.76	42.52	874.25	37.4	211.17	0.1
C29	115.00	42.76	42.52	874.25	37.4	211.17	0.1
C30	115.00	42.76	42.52	874.25	37.4	211.17	0.1
C31	980.00	84.89	84.90	883.33	30.4	345.41	0.1
C32	980.00	84.89	84.90	883.33	30.4	345.41	0.1
C33	980.00	84.89	84.90	883.33	30.4	345.41	0.1
C34	85.00	0.25	0.25	801.29	15.4	1010.00	0.0

LINE	LENGTH	BEARING
L1	54.00	S88°18'06"E
L2	114.39	S63°48'22"W
L3	104.87	N29°15'34"W
L4	62.56	N26°31'20"W
L5	33.67	S64°43'31"W
L6	98.03	S31°27'45"W
L7	170.26	S65°18'20"W
L8	37.92	N85°32'34"W
L9	180.77	N88°22'39"W
L10	17.58	N15°26'18"W
L11	59.29	N88°22'44"W
L12	80.00	N88°22'44"W
L13	36.15	N69°26'21"W
L14	31.95	N67°29'35"E
L15	31.95	N67°29'35"E
L16	31.95	N67°29'35"E
L17	4.22	S01°24'15"W
L18	50.14	S01°24'15"W
L19	9.29	S01°24'15"W
L20	9.43	S01°24'15"W
L21	30.00	S05°39'20"W



LEGEND

- SET 5/8" X 3/8" REBAR WITH ALUMINUM CAP MARKED "MEN 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH SDMS CODES 50-1331 AND 50-1332.
- SET 5/8" X 3/8" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "MEN 9717".
- SET 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEN 9717" OR LEAD PLUG WITH TAG "MEN 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH SDMS CODES 50-1331 AND 50-1332.
- FOUND AS NOTED
- FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEN 9717".
- △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "MEN 9717"
- ⊗ FOUND 5/8" X 3/8" REBAR WITH ALUMINUM CAP MARKED "MEN 9717"

BLOCK NUMBER TOTAL AREA=19.68 ACRES

COEUR D'ALENE PLACE NINETEENTH ADDITION A RE-PLAT OF LOT 1, BLOCK 3 OF SORBONNE 2ND QUARTER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

11-20-17

RESIDENTIAL LAND SURVEYOR STATE OF IDAHO

11-20-17

SEE PAGE 3 OF 4 FOR LOT 1. BLOCK 4 DIMENSIONS

14.53 ACRES

CLC ASSOCIATES 1938 E. MARICOU HWY. SPOKANE, IDAHO 83406

SURVEY REFERENCES A) SORBONNE 2ND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 312-316C. B) SORBONNE 2ND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 316-318. C) SORBONNE 2ND ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 318-320. D) COEUR D'ALENE PLACE SEVENTH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 38-38C. E) COEUR D'ALENE PLACE SEVENTH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 38-38C. F) SORBONNE 2ND QUARTER, RECORDED IN BOOK K OF PLATS, PAGES 192-1820. G) HANNS NEST, RECORDED IN BOOK K OF PLATS, PAGES 418-418H. H) COEUR D'ALENE PLACE SEVENTEENTH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 398-398C.

CLC ASSOCIATES 1938 E. MARICOU HWY. SPOKANE, IDAHO 83406

1938 E. MARICOU HWY. SPOKANE, IDAHO 83406

ARCHITECTURE LAND SURVEYING

1938 E. MARICOU HWY. SPOKANE, IDAHO 83406

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ARCHITECTURE LAND SURVEYING

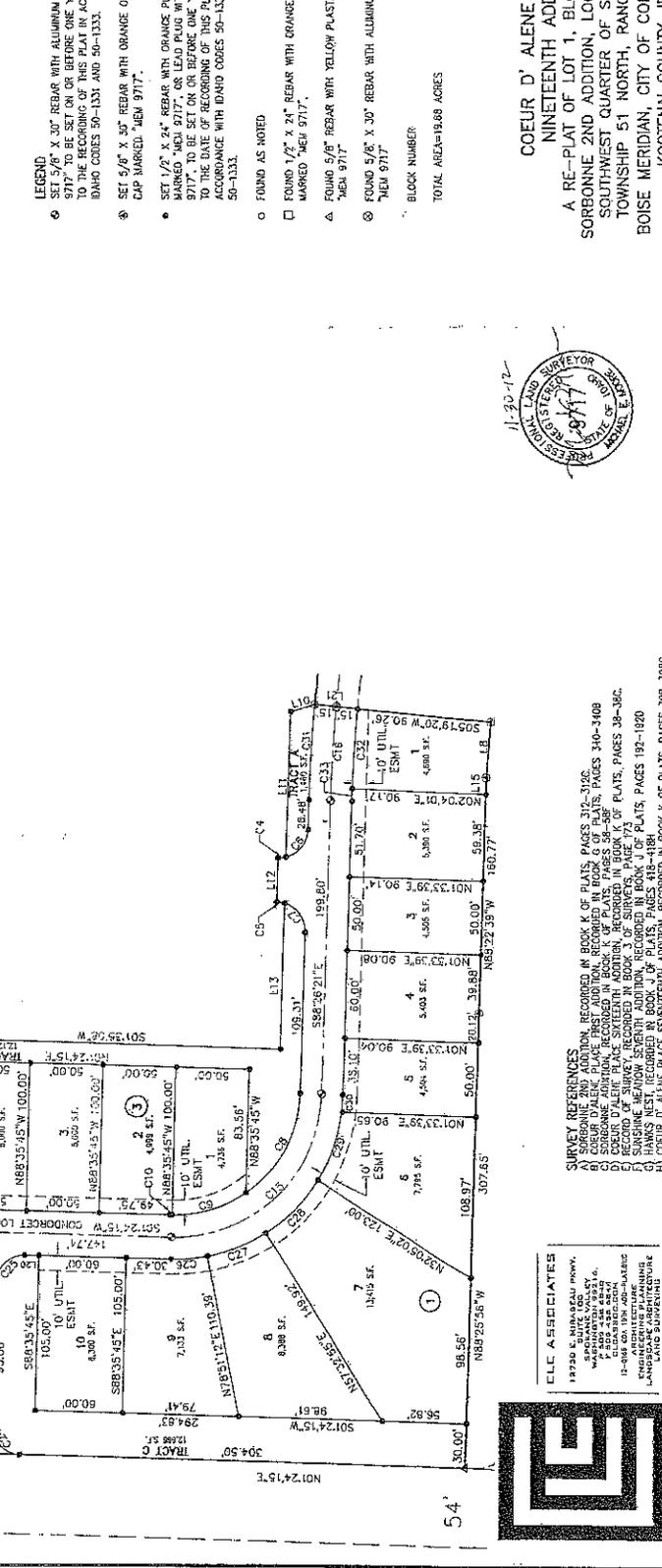
1938 E. MARICOU HWY. SPOKANE, IDAHO 83406

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SEE PAGE 3 OF 4 FOR LOT 1. BLOCK 4 DIMENSIONS

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CLC ASSOCIATES 1938 E. MARICOU HWY. SPOKANE, IDAHO 83406

ARCHITECTURE LAND SURVEYING

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this ____ day of August, 2013 between Greenstone-Kootenai, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, Vice-president, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 19th Addition, a twenty three (23) lot, residential development, in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

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

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Coeur d'Alene Place 19th Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated January 16, 2013, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, pedestrian trail system including ramps, street signage, and, monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Seventeen Thousand One Hundred Forty One and 00/100 Dollars (\$17,141.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 20th day of August, 2014. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

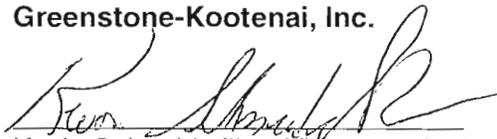
City of Coeur d'Alene

Sandi Bloem, Mayor

ATTEST

Susan Weathers, City Clerk

Greenstone-Kootenai, Inc.



Kevin Schneidmiller, Vice-president

Maintenance
Bond
Warranty Term
in years

Bond Number 52BCSGH8312

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Greenstone-Kootenai, Inc.
1421 N Meadowwood Ln # 200, Liberty Lake, WA 99019-7616
as Principal, and Hartford Casualty Insurance Company, a corporation organized under the laws of the State
and duly authorized to do business in the State of, IN as Surety, are held and firmly bound
unto City of Coeur d'Alene
as Oblige, in the penal sum of Seventeen Thousand One Hundred Forty One Dollars and 00/100
(\$ 17,141.00), to which payment well and truly to be made we do bind ourselves, our and each of our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Oblige, dated the 20th day of August,
2013, a copy of which is hereto attached and made a part hereof, for "Coeur d'Alene Place 19th Addition"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that
the work will be free of any defective materials or workmanship which become apparent during the period of
One (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain
in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is
extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 2nd day of August, 2013.

PRINCIPAL

Greenstone-Kootenai, Inc.

By: [Signature] (Seal)

[Signature]
(Witness)

Hartford Casualty Insurance Company

By: [Signature]
Judith C. Kaiser-Smith, Attorney-in-Fact

Shawn Wilson
Shawn Wilson (Witness)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 41-451244 (MC), 41-456423, 41-456503, 41-456421, 41-450552, 52-811645, 41-451191, 52-812157, 41-456422, 52-812746

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Nicholas W. Paget, Judith A. Rapp, Judith C. Kaiser-Smith, Shawn M. Wilson, James E. Majeskey II, Walter W. Wolf, Shelly Donovan of Spokane WA; Brenda J. Smith, Jon M. Riche, Kelley A. Macpherson, Britnee Earl of Boise ID; Ed Heine, George S. Seaton, Aimee N. Cavill, Terry Payne, Kerry Heine, Elaine Gray, Rhela Moulding, Lisa Kyer of Missoula MT; Tim P. Wells, Donna Kramer of Kalispell MT; James Baroch, Cara Piccono, Sherrie Paulson, Colleen Elmquist of Great Falls MT; Thomas J. Downey, John McGree, Levi T. Downey, Polly Smith, Carol Gonzalez of Butte MT; Patrick S. McCutcheon, Sarah W. Kelly, Sharon M. Pfeiffer, Fred H. Wardinsky, Jonathan M. Emmons, Kyle Hager of Helena MT; Allan Hultgren, Brian Donahue, Naomi Gerber of Billings MT

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 2, 2013
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President EXHIBIT "C"

ANNOUNCEMENTS

OTHER BUSINESS

STAFF REPORT

Date: August 15, 2013

From: Troy Tymesen, Finance Director

Subject: Second Amendment to the 2012-2013 Fiscal Year Appropriations (Budget)

Decision Point:

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

History:

The City Council annually amends the original appropriations ordinance. This is the second amendment for fiscal year 2012-13.

Financial Analysis:

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

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, retirement accumulated leave payouts, change to police contract for holiday pay and grant expenditures. Additional revenues of \$729,225 is projected to be needed to cover the increased expenses for the fiscal year.

Decision Point:

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

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

	FY 12-13 BUDGETED	1st Amendment FY 12-13 PROJECTED	2nd Amendment FY 12-13 PROJECTED	Projected Increase
TAXES				
CURRENT YEAR	16,240,917	16,240,917	16,240,917	0
FEES & LICENSES				
CABLE TV	325,550	325,550	325,550	0
NATURAL GAS	705,000	705,000	705,000	0
ELECTRICITY	1,953,500	1,953,500	1,953,500	0
BUSINESS LICENSES	75,000	75,000	75,000	0
BLDG/INSPECTN	573,000	850,000	1,210,000	360,000
BLDG/INSPECTN MECHANICAL	62,000	80,000	90,000	10,000
STORMWATER REVIEW	2,500	15,000	15,000	0
PLUMBING INSPECTION	85,000	115,000	180,000	65,000
ENCROACHMENT PERMITS	15,500	15,500	15,500	0
ELECTRICAL PERMITS	10,000	10,000	10,000	0
BUSINESS PERMITS	17,000	17,000	17,000	0
BURN PERMITS	450	450	450	0
SIGN PERMITS	18,000	18,000	18,000	0
BID SPECS	2,500	2,500	2,500	0
TOTAL FEES AND LICENSES	3,845,000	4,182,500	4,617,500	435,000
INTERGOVERNMENTAL				
LIQUOR	990,518	990,518	990,518	0
HIGHWAY USER	1,518,678	1,518,678	1,518,678	0
REVENUE SHARE	1,869,089	1,869,089	1,869,089	0
SALES TAX	635,461	635,461	635,461	0
HIGHWAY DIST	685,000	685,000	685,000	0
KOOTENAI CNTY EMSS	1,449,730	1,449,730	1,449,730	0
FEDERAL GRANT	218,896	218,896	436,896	218,000
STATE GRANT			15,615	15,615
SCHOOL RESOURCE OFFICER	188,000	188,000	188,000	0
COST OF PROSECUTION (THRU CNTY)			0	0
OTHER INCOME (THRU CNTY)	24,000	24,000	24,000	0
TOTAL INTERGOVERNMENTAL	7,579,372	7,579,372	7,812,987	233,615
SERVICES				
ANNEX/ZONING FEES	12,000	12,000	12,000	0
FEES FOR DOCUMENT PREP	325	325	325	0
POLICE	54,000	54,000	54,000	0
FIRE	59,000	59,000	90,000	31,000
BILLING SERVICES	1,000	1,000	1,000	0
STREET	20,060	20,060	20,060	0
STREET WEAR	288,000	288,000	288,000	0
PARKING PERMITS	1,500	1,500	1,500	0
RECREATION	206,000	206,000	206,000	0
PRINTING AND PHOTOCOPYING	350	350	350	0
MAP/CODE BOOKS	125	125	125	0
RENTS & LEASES	43,000	43,000	17,550	(25,450)
TOTAL SERVICES	685,360	685,360	690,910	5,550

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

	FY 12-13 BUDGETED	1st Amendment FY 12-13 PROJECTED	2nd Amendment FY 12-13 PROJECTED	Projected Increase
<u>FINES/FORFEITS</u>				
DISTRICT COURT	290,000	290,000	290,000	0
PARKING	51,000	51,000	51,000	0
RESTITUTIONS			8,467	8,467
DRUG TASK FORCE	20,000	20,000	51,793	31,793
LATE FEE ON UTILITY BILLS	41,000	41,000	41,000	0
ANIMAL CITATION FINES	13,000	13,000	13,000	0
ORDINANCE VIOLATIONS	600	600	600	0
NSF CHECK FEES	2,100	2,100	2,100	0
TOTAL FINES AND FORFEITS	<u>417,700</u>	<u>417,700</u>	<u>457,960</u>	<u>40,260</u>
<u>INTEREST EARNINGS</u>				
INTEREST EARNINGS	<u>52,000</u>	<u>52,000</u>	<u>21,000</u>	<u>(31,000)</u>
<u>MISCELLANEOUS</u>				
SURPLUS SALE	6,000	6,000	16,800	10,800
OTHER	15,000	15,000	50,000	35,000
TOTAL MISCELLANEOUS	<u>21,000</u>	<u>21,000</u>	<u>66,800</u>	<u>45,800</u>
<u>TRANSFERS</u>				
INTERFUND TRANSFER	1,329,555	1,329,555	1,329,555	0
TRANSFERS IN	70,000	70,000	70,000	0
TOTAL TRANSFERS	<u>1,399,555</u>	<u>1,399,555</u>	<u>1,399,555</u>	<u>0</u>
DESIGNATED FUND BALANCE	16,700	71,700	71,700	0
FUND BALANCE		2,427,143	2,427,143	0
TOTAL FUND BALANCE	<u>16,700</u>	<u>2,498,843</u>	<u>2,498,843</u>	<u>0</u>
TOTALS	<u>30,257,604</u>	<u>33,077,247</u>	<u>33,806,472</u>	<u>729,225</u>

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

SUMMARY	FY 12-13 BUDGETED	1st Amendment FY 12-13 PROJECTED	2nd Amendment FY 12-13 PROJECTED	Projected Increase
Property Taxes	\$ 16,240,917	\$ 16,240,917	\$ 16,240,917	\$ -
Fees and Licenses	3,845,000	4,182,500	4,617,500	435,000
Intergovernmental	7,579,372	7,579,372	7,812,987	233,615
Services	685,360	685,360	690,910	5,550
Fines and Forfeits	417,700	417,700	457,960	40,260
Interest	52,000	52,000	21,000	(31,000)
Miscellaneous	21,000	21,000	66,800	45,800
Interfund Transfer	1,399,555	1,399,555	1,399,555	-
Beginning Balance	16,700	2,498,843	2,498,843	-
TOTAL GENERAL FUND	\$ 30,257,604	\$ 33,077,247	\$ 33,806,472	\$ 729,225

General Fund - Added Expenses

	Cost
Municipal Services - Retirement Payout	25,500
Legal Dept - Professional Services - Legal Costs	11,000
Planning Dept - Retirement Payout	27,000
Police Dept - Overtime for Special Events	49,000
Police Dept - State Grant Impaired DUI Overtime Expenses	6,200
Police Dept - Holiday pay	131,000
Police Dept - Retirement Payout	34,000
Police Dept - Minor Equipment Unclaimed Property	4,870
Police Dept - Travel and Training per Association contract	8,920
Police Dept - LLEBG - Federal Grant	110,000
Police Dept - Federal Grant 09RJ121M	16,000
Police Dept - Federal Grant 2012-DJ-BX-0644	52,000
Police Dept - Federal Grant - 2011-DJ-BX-2255	9,000
Police Dept - Federal COPS Grant	10,000
Fire Dept - seperation payout	11,000
Fire Dept - State Grant through Panhandle Health for propane tank extension hoses	751
Fire Dept - State Grant for training	6,543
Fire Dept - State Grant for training	2,121
Fire Dept - 2011 HSGP Training Grant	30,000
Fire Dept - Constant Manning - Injuries	75,000
Fire Dept - Fire Boat	14,000
Engineering - Public Transportation - FTA Agreement with the County	9,500
Parks Dept - Retirement Payout	29,000
Recreation - Professional Services - soccer complex lighting - carryover from FY 11/12	11,320
Building Dept - Retirement Payout	10,500
Drug Task Force - Minor Equipment	20,000
Drug Task Force - Training	15,000
	\$ 729,225

Other Funds - Added Expenses

	Cost
Impact Fees Fund - transfer to Capital Projects for 3rd and Harrison Signal	150,000
Capital Projects - 3rd and Harrison signal	150,000
Sanitation Fund - Garbage Collection	130,000
LID Guarantee - Transfer to LID 146 Govt Way I-90 to Dalton	8,210
Insurance Fund - Premiums	5,000
	\$ 443,210

RESOLUTION NO. 13-046

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

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

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

GENERAL FUND EXPENDITURES:			
Mayor and Council	\$ 220,014		
Administration	399,866		
Finance Department	676,928		
Municipal Services	1,369,649		1,395,149
Human Resources	241,663	243,963	
Legal Department	1,428,897		1,439,897
Planning Department	475,512		502,512
Building Maintenance	398,419		
Police Department	9,969,692		10,203,682
Drug Task Force	36,700		71,700
ADA Sidewalks	220,785		
Byrne Grants	149,077		336,077
COPS Grant	69,819		79,819
Fire Department	7,627,429	—7,729,672	7,869,087
General Government	192,635	942,635	
Engineering Services	1,238,436	—3,203,536	3,213,036
Streets/Garage	2,390,303		
Parks Department	1,665,888		1,694,888
Recreation Department	764,454		775,774
Building Inspection	721,439		731,939
TOTAL GENERAL FUND EXPENDITURES:	\$30,257,605	—33,077,249	33,806,473

SPECIAL REVENUE FUND EXPENDITURES:			
Library Fund	\$ 1,278,960		
Community Development Block Grant	267,325		
Impact Fee Fund	613,133	913,133	1,063,133
Parks Capital Improvements	881,215	1,870,524	
Annexation Fee Fund	70,000		
Insurance / Risk Management	264,000		269,000
Cemetery Fund	239,300		
Cemetery Perpetual Care Fund	98,000		
Jewett House	42,000		
Reforestation / Street Trees / Community	68,000		
Arts Commission	7,000		
Public Art Funds	245,000		
TOTAL SPECIAL FUNDS:	\$ 4,073,933	\$ 5,363,242	5,518,242
ENTERPRISE FUND EXPENDITURES:			
Street Lighting Fund	\$ 570,050		
Water Fund	7,602,289		
Wastewater Fund	18,996,924	19,326,924	
Water Cap Fee Fund	850,000		
WWTP Cap Fees Fund	879,336		
Sanitation Fund	3,285,480		3,415,480
City Parking Fund	575,957	607,728	
Stormwater Management	923,967		
TOTAL ENTERPRISE EXPENDITURES:	\$33,684,003	\$34,045,774	34,175,774
FIDUCIARY FUNDS:	\$ 2,538,100		
STREET CAPITAL PROJECTS FUNDS:	770,000		920,000
DEBT SERVICE FUNDS:	1,381,865		1,390,075
GRAND TOTAL OF ALL EXPENDITURES:	\$72,705,506	\$77,176,229	\$ 78,348,664

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 28, 2013 and September 4, 2013.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 17th day of September, 2013 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 20th day of August, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: August 20, 2013
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Closure of Front Street and reconfiguring 3rd St to 2-way.

DECISION POINT

Staff will be updating Council on the status of the Front Ave, west of 3rd Street, and 3rd Street from Front Ave to Lakeside Ave. We will review the design of 3rd Street as a two-way, related traffic considerations, timing of the work, and proposed funding. In addition, we will update the Council on the design options for Front Ave, from 3rd Street to the resort entrance, timing of the work, and funding. We will be seeking Council input and concurrence.

M E M O R A N D U M

TO: Mayor and City Council

FROM: Wendy Gabriel, City Administrator

DATE: August 15, 2013

RE: Amendment to Lease Agreement with Eleventh Street Dock Owners Association Inc. to Reflect Recently Approved Changes

Decision Point: City Council is requested to approve an amendment to the current Lease Agreement with the Eleventh Street Dock Owners Association Inc. to reflect recently approved changes relative to the newly identified permanent location of a City of Coeur d'Alene firefighting vessel, and identification of temporary moorage for other emergency services on the dock system.

Background: The City of Coeur d'Alene owns property adjacent to the 11th Street Marina located at the east side of Tubbs Hill at 1100 E. Lakeshore Drive. The City has leased a portion of its littoral rights to the Association and its predecessors since 1964 in consideration for, among other things, a permanent secure location for the City's firefighting vessel and temporary moorage for other emergency services. These changes were accomplished through a recently issued Idaho Department of Lands Permit and were approved by the Coeur d'Alene Fire Department and City Council.

Financial Analysis: There is no negative financial impact to the City in this arrangement. Because the ultimately decided location for the fireboat differs from that described in the current lease agreement, it is necessary to amend the lease to reflect what actually exists.

Decision Point: It is recommended that the City approve the Lease Amendment as proposed in order to reflect more accurately the changes which have recently occurred and approved by the City earlier this year.



CITY OF COEUR D'ALENE
FIRE DEPARTMENT

300 FOSTER AVENUE
COEUR D'ALENE, IDAHO 83814
TEL (208) 769-2340
FAX (208) 769-2343

September 24, 2012

Idaho Department of Lands
3706 Industrial Avenue South
Coeur d'Alene, ID 83815

TO WHOM IT MAY CONCERN:

The City of Coeur d'Alene, through the City of Coeur d'Alene's Fire Department, is working closely with Eleventh Street Dock Owners Association to fill a void in the delivery of emergency services on the north shore of Lake Coeur d'Alene, by placing a "fire boat" in service on the lake. The Fire Department has seen a significant increase in a variety of calls ranging from actual fires to a multitude of rescue situations, both on the water and the adjoining land. The placement of a fire boat would not only assist the Fire Department in addressing these issues, as well as additional fire apparatus in fighting fires along the shore of Tubbs Hill, a public park, but also assist the Fire Department in its obligations under Mutual Aid Agreements with other fire districts and/or departments in the Kootenai County Area. The Coeur d'Alene Fire Department is convinced it is necessary to expand the service delivery of the Fire Department by the placement of a fire boat, as we have seen the need for the same grow substantially in the last several years. The placement of a fire boat in service on Lake Coeur d'Alene (at Eleventh Street Dock) would provide a significant public service not only for the residents of the City of Coeur d'Alene, but all visitors to the jewel of the City of Coeur d'Alene, namely Tubbs Hill as well as providing assistance under our Mutual Aid Agreements with other departments or districts. It is our hope to have a fire boat on the water the summer of 2013.

Thank you for your consideration.

Kenneth G. Gabriel
Fire Chief

RESOLUTION NO. 13-047

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ADDENDUM TO THE LEASE AGREEMENT WITH THE ELEVENTH STREET DOCK OWNERS ASSOCIATION, INC.

WHEREAS, it is recommended that the City of Coeur d'Alene approve an Addendum to the Lease Agreement with the Eleventh Street, pursuant to the terms and conditions set forth in the Addendum, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City authorize the Addendum to the Lease Agreement with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Addendum to the extent the substantive provisions of the Addendum remain intact.

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

DATED this 20th day of August, 2013

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

ADDENDUM TO LEASE

THIS ADDENDUM to that certain Lease Agreement entered into the 20th day of December 2011, by and between Eleventh Street Dock Owners Association, Inc., an Idaho nonprofit corporation, herein and therein referred to as "the Association," and the City of Coeur d'Alene, a municipal corporation, organized and existing under and by virtue of the laws of the State of Idaho, herein and therein referred to as "City."

WITNESSETH:

WHEREAS, the Association has applied for and been issued a permit from the Idaho Department of Lands including, without limitation, the authorization for the placement of a fire boat in a specific location in the dock facility; as well as authorization for temporary, non-permanent, brief moorage for emergency vessels; and

WHEREAS, the City has consented to the reconstruction/rebuild of the Eleventh Street Dock Owners Association's eastern portion of its facility, more particularly identified on Exhibit A (a new schematic of the marina facility), attached hereto and hereafter incorporated by reference as if fully set forth herein; and

WHEREAS, the placement of a floating boom pursuant to paragraphs 7.B and 7.C on page 5 of 8 of said Lease, would negatively impact the public's ability to launch floatable devices including kayaks,

NOW, THEREFORE, the Association and the City agree to amend said Lease as follows:

I. The first paragraph of section 6, page 4 of 8, and page 5 of 8, be and hereby is deleted and substituted therefor is the following:

6. LESSEE shall provide to the CITY for its sole and unrestricted use a certain moorage area identified on Exhibit A, attached hereto, which Exhibit shall substitute for the previous Exhibit attached to the original Lease, for the CITY'S sole and unrestricted use. In addition, the LESSEE shall provide to the CITY, and such other governmental entities as may exhibit a need, an area on the northern most portion and the eastern side of the main dock as depicted on Exhibit A for temporary brief moorage for emergency vessels, including fire boats, patrol boats, or other publicly used service boats, all as depicted on Exhibit A attached hereto. The LESSEE grants the right to use the limited moorage area described on Exhibit A for the City, Kootenai County Sheriff, Coast Guard, and other public law enforcement, fire fighting, or administrative agencies, and specifically designates the permanent moorage area identified on Exhibit A (approximately one-half way between the north and south ends of the main dock) for the sole and exclusive use of the Coeur d'Alene Fire Department. The dockage space identified above, both as to the permanent moorage space for the Coeur d'Alene Fire Department and the temporary, brief moorage space for emergency vessels shall not be assignable for use by private individuals. Further rights and responsibilities of the parties are as follows:

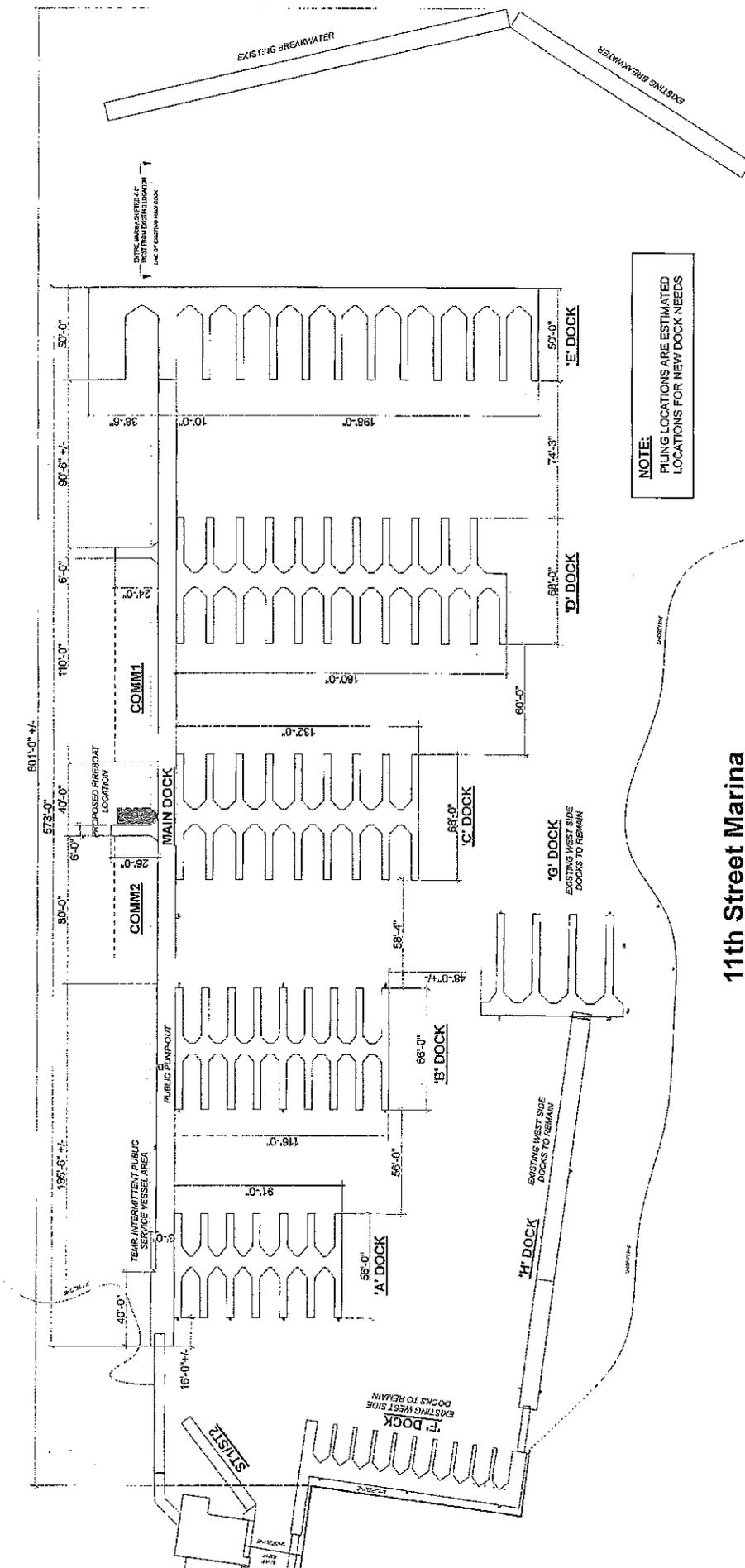
(Subsections A, B, and C of the original Lease are hereby reconfirmed and ratified.)

Subsection D of paragraph 6 of the Lease, set forth on Page 5 of 8, be and hereby is deleted and substituted therefor the following:

- D. The Association agrees to provide access codes for access by authorized Fire Department personnel, and agrees to provide emergency use of the Association's boat ramp.

II. Paragraph 7, subparagraph B, on Page 5 of 8 of the Lease, be and hereby is deleted and substituted therefor the following:

- B. The Association shall be responsible for policing and maintenance of the shoreline and waters between the



NOTE:
 PILING LOCATIONS ARE ESTIMATED
 LOCATIONS FOR NEW DOCK NEEDS

11th Street Marina East Side Rebuild

04-24-13
 90 slips & 23 side-ties
 Scale: 1" = 80'-0" @ B 1/2x11 print

tabbles®

EXHIBIT

A

EXHIBIT A

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: August 20, 2013
FROM: Gordon Dobler, City Engineer
SUBJECT: Approval of the Engineers Report, Final assessment roll, Resolution disposing of protests, and an Ordinance confirming the final assessment of Local Improvement District (LID) No. 150, Government Way Water and Sewer improvements.

DECISION POINT

Staff is requesting the City Council take the following actions;

- Approve the engineers report and final assessment roll for LID 150
- Adopt the resolution establishing the disposition of protests
- Adopt the Ordinance confirming the final assessment for LID 150

HISTORY

The City Council approved Ordinance No. 3401 creating LID No. 150 on January 18th, 2011. It was formed as a funding mechanism for the property owner participation in the cost of bringing water and sewer to this portion of Government Way. The sewer was installed in the spring of 2012 by the City of Dalton. The waterline installation was completed in the fall of 2012 by the City of Coeur d'Alene contractor. Staff has completed the final costs and the Engineer's Report establishing the Final Assessment Roll. All of the adjacent property owners were notified of the public hearing and of their respective final assessments as required by Idaho Code.

FINANCIAL ANALYSIS

The total cost of the sewer project was about \$435,000. Our portion of that cost was approximately \$150,000 and was borne by the Wastewater enterprise fund. The total cost of the water project was \$270,486.54 of which the LID portion was 116,216.99. The remainder was paid by the Water enterprise fund. In addition, sewer and water capitalization fees were included in the LID assessments, bringing the total LID assessment to \$180,024.99. The original bid for the waterline work was \$314,835.80 but staff was able to reduce the construction cost by combining the work with the roadway construction. Fortunately we had the same contractor for both projects.

Final individual property assessments were calculated based on front foot basis, and per each basis for water services and capitalization fees. The average final assessment was reduced by 16% from the average preliminary assessment due the construction cost savings and favorable bids. Those assessments can be paid off over ten years, which is the term of the financing.

PERFORMANCE ANALYSIS

As of writing this staff report, we only had one written letter of protest.

RECOMMENDATION

Staff recommends that Council take the following actions;

- Approve the engineers report and final assessment roll for LID 150
- Adopt the resolution establishing the disposition of protests
- Adopt the Ordinance confirming the final assessment for LID 150

ENGINEER'S REPORT

INCLUDING

FINAL ASSESSMENT ROLL

LOCAL IMPROVEMENT DISTRICT NO 150

GOVERNMENT WAY WATER AND SEWER PROJECT - DALTON AVE TO HANLEY AVE

2013

CITY OF COEUR D'ALENE

**LOCAL IMPROVEMENT DISTRICT NO 150
GOVERNMENT WAY WATER AND SEWER PROJECT - DALTON AVE TO HANLEY AVE**

2013

MAYOR

SANDY BLOEM

CITY COUNCIL MEMBERS

LOREN EDINGER
DAN GOOKIN
STEVE ADAMS

DEANNA GOODLANDER
MIKE KENNEDY
WOODY MCEVERS

CITY STAFF

CITY ADMINISTRATOR, WENDY GABRIEL
CITY ATTORNEY, MIKE GRIDLEY
CITY TREASURER, TROY TYMESEN
CITY ENGINEER, GORDON DOBLER

CERTIFICATE

**STATE OF IDAHO
COUNTY OF KOOTENAI**

I THE UNDERSIGNED CITY ENGINEER, DO HEREBY CERTIFY THAT THE ATTACHED ENGINEER'S REPORT AND ASSESSMENT ROLL FOR WATER AND SEWER FACILITIES IN GOVERNMENT WAY, WHICH INCLUDES CONSTRUCTION OF WATER AND SEWER MAINS AND SERVICES IN LOCAL IMPROVEMENT DISTRICT NUMBER 150 IS TRUE CORRECT AND HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 17, SECTION 50-1712 IDAHO CODE.

DATED IN COEUR D'ALENE, IDAHO THIS 20 DAY OF August, 2013



GORDON DOBLER P. E. CITY ENGINEER

METHOD OF COMPUTING ASSESSMENT

A PORTION OF THE COSTS AND EXPENSES OF THE IMPROVEMENTS SHALL BE ASSESSED AGAINST THE ABUTTING, ADJOINING AND ADJACENT LOTS AND LANDS ALONG OR UPON WHICH SUCH IMPROVEMENTS ARE TO BE MADE AND UPON LOTS AND LANDS BENEFITED BY THE IMPROVEMENTS AND INCLUDED IN THE DISTRICT BY THE FOLLOWING METHOD.

A PORTION OF THE COSTS OF WATER MAINS SHALL BE ASSESSED AGAINST THE ABUTTING PROPERTY ON A FRONT FOOT BASIS. THE COSTS FOR WATER SERVICES, WATER CAPITALIZATION FEES, AND SEWER CAPITALIZATION FEES SHALL BE ASSESSED AGAINST THE ABUTTING PROPERTY ON A PER EACH BASIS.

1	WATER MAIN - GOVERNMENT WAY	\$29.00 PER FRONT FOOT
2	WATER MAIN - PARK AVE	\$16.00 PER FRONT FOOT
3	WATER MAIN - SUNUP AVE	\$11.00 PER FRONT FOOT
4	1" WATER SERVICE	\$800.00 EACH
5	2" WATER SERVICE	\$2000.00 EACH
6	6" FIRE SERVICE	\$1020.00 EACH
7	1" WATER SERVICE CAPITALIZATION FEES	\$3467.00 EACH
8	2" WATER SERVICE CAPITALIZATION FEES	\$10,849.00 EACH
9	SEWER CAPITALIZATION FEES	LUMP SUM BASED ON USE

COMPUTATION ANALYSIS

TOTAL FRONT FEET	
GOVERNMENT WAY	2071.31
PARK AVE	700.00
SUNUP AVE	419.00
TOTAL ASSESSMENT FOR CONSTRUCTION	\$116,216.99
TOTAL ASSESSMENT FOR CAPITALIZATION FEES	\$ 63,808.00
TOTAL LID AMOUNT	\$180,024.99



4th Street Improvement Project
LID 149 Preliminary Assessment Roll

No.	Name	Gov't Wy Front Feet	Park Ave Front Feet	Sunup Ave Front Feet	PID	Property Address	Mailing Address	Legal	Basic assessment	1 st Service	2 nd Service	6" Fire Service	Water Cap Fee	Sewer Cap Fee	Total Assessment
1	Edgar Castellanos	112.27			C-6105-000-013-B	5675 N. Government Way	18323 Owl Court Canyon Country, California 91387	That part of Tr. 13, 14, & north thereof, 1st Addn to Meyerdale, Kootenai County, Idaho, according to The S. 79' of Tr. 45, 46, 47 & 48, 1st Addition to Meyerdale, Kootenai County, Idaho, according to N. 89' of the S. 168' of Tr. 45, 46, 47 & 48, 1st Addition to Meyerdale, according to the plat recorded in Book "C" of plats, N. 132' of Tr. 45 & 46 of the 1st Addition to Meyerdale	\$3,256.83	\$800.00	\$2,000.00	\$1,020.00	\$3,467.00		\$10,542.83
2	Tellico, LLC	85.02			C-6105-000-045-C	5711 N. Government Way	2101 Ravoli Drive Oxnard, California 93035	The N. 132' of Tr. 47 & 48, 1st Addition to Meyerdale according to the plat recorded in Bk. "C" of plats, N. 132' of Tr. 45 & 46 of the 1st Addition to Meyerdale	\$2,465.58		\$2,000.00	\$1,020.00			\$5,485.58
3	Tellico, LLC	89.03			C-6105-000-045-B	5775 N. Government Way	2101 Ravoli Drive Oxnard, California 93035	The N. 132' of Tr. 47 & 48, 1st Addition to Meyerdale according to the plat recorded in Bk. "C" of plats, N. 132' of Tr. 45 & 46 of the 1st Addition to Meyerdale	\$2,581.87		\$2,000.00	\$1,020.00			\$5,601.87
4	Emmet Sullivan	132.05			C-6105-000-047-A	5785 N. Government Way	10199 Hillview Dr. Hayden, Idaho 83835	Tract 44 of the 1st Addition to Meyerdale	\$3,829.45	\$1,600.00			\$6,934.00	\$7,440.00	\$19,803.45
5	Rants Rental Properties		280.00		C-6105-000-045-A	110 W. Park Ave	PO Box 1926 Coeur d'Alene, ID 83816		\$4,480.00	\$1,600.00			\$3,467.00		\$9,547.00
6	Wayne Peterson		140.00		C-6105-000-044-B	160 W. Park Ave	160 SW Park Ave. Coeur d'Alene, ID 83815		\$2,240.00	\$800.00			\$3,467.00		\$6,507.00
7	Jeff Price		280.00		C-6105-000-042-A	280 W. Park Ave	Rt. 1, PO Box 587 Athol, ID 83801	Tract 42 & 43 of the 1st Addition to Meyerdale	\$4,480.00		\$2,000.00	\$1,020.00			\$7,500.00
8	CO-OP Supply, Inc.	327.43			C-6105-000-049-C	5831 N. Government Way	1923 Sherman Ave. Coeur d'Alene, ID 83814	S 1/2 of Tr. 49, 50, & 51 of the 1st Addition to Meyerdale according to the plat recorded in Book "C" of plats, N. 132' of the N. 1/2 and the N. 3.28' of the S. 1/2 of Tr. 49, 50 & 51, 1st Addition to Meyerdale, according to the plat recorded in Bk. "C" of	\$9,495.47	\$800.00			\$3,467.00		\$13,762.47
9	Diana Jantzen Trustee, etal.	136.26			C-6105-000-049-B	5855 N. Government Way	1708 W. Diamond Bar Rd. Rathdrum, ID 83858	The N. 1/2 of the N. 1/2 and the N. 3.28' of the S. 1/2 of Tr. 49, 50 & 51, 1st Addition to Meyerdale, according to the plat recorded in Bk. "C" of	\$4,009.54	\$800.00	\$2,000.00		\$3,467.00		\$10,276.54
10	Diana Jantzen Trustee, etal.	195.68			C-6105-000-049-A	5959 N. Government Way	1708 W. Diamond Bar Rd. Rathdrum, ID 83858	The N. 1/2 of Tr. 49, 50 & 51, 1st Addition to Meyerdale, according to the plat recorded in Bk. "C" of	\$5,674.72		\$2,000.00		\$10,849.00		\$18,523.72
11	HOSEIN M OSKOUEI c/o Cyd Rossi	199.87			C-0000-035-0580	6055 N. Government Way	29801 N. Hwy 95 Athol, Idaho 83801	A parcel of land in the NE 1/4 of the NE 1/4 of S. 35, T51N, R4W, BM, Kootenai County, ID, described as follows: Beginning at a parcel of land in the NE 1/4 of the NE 1/4 of S. 35, T51N, R4W, BM, Kootenai County, ID, described as	\$5,796.23	\$800.00	\$2,000.00		\$10,849.00		\$18,645.23
12	Wayne Cook			218.00	C-0000-035-0560	110 Sunup Ave	PO Box 1074 Hayden, ID 83835	A parcel of land in the NE 1/4 of the NE 1/4 of S. 35, T51N, R4W, BM, Kootenai County, ID, described as follows: Commencing at the	\$2,398.00	\$800.00					\$3,198.00
13	Lenore Yager			201.00	C-0000-035-0540		PO Box 999 Hayden, ID 83835	A portion of the NE 1/4 of the NE 1/4 of S. 35, T51N, R4W, BM, Kootenai County, ID, described as follows: Commencing at the	\$2,211.00	\$800.00					\$3,011.00

RESOLUTION NO. 13-048

A Resolution of the City of Coeur d'Alene, Kootenai County, Idaho, hearing, considering and disposing of protests regarding the Assessment Roll for Local Improvement District No. 150; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, Kootenai County, Idaho, as follows:

WHEREAS, the City Council (the "Council"), has heretofore duly created Local Improvement District No. 150 ("LID No. 150"), provided for certain improvements to be made therein, and provided that the cost and expense of said improvements be assessed against the property benefited thereby; and

WHEREAS, after proper publication and mailing of notice to the owners of property within LID No. 150, a hearing was held on August 20, 2013, at which time and place owners of property within LID No. 150 were heard concerning the amount or apportionment of the assessment affixed upon their property; and

WHEREAS, it appears to the Council that each lot, tract, parcel, and other property included within LID No. 150 will be specially benefited by the doing and making of the improvements within said LID No. 150 at least in an amount equal to, as to such lot, parcel of land and other property, the specific amount set opposite each such lot, parcel of land and other property upon the Assessment Roll heretofore filed; and

WHEREAS, each and all of said assessments are strictly in accordance with the benefits and are in amount and apportionment in accordance with Idaho Code 50-1712, and the

ordinances and resolutions of the City, and said Assessment Roll and each and all of the assessments set forth therein are correct and proper in every respect; and

WHEREAS, the Council has also considered the Engineer's Report with respect to the apportionment and correctness of the assessments with respect to the amounts levied on any particular lot or parcel of land, including the benefits accruing thereon, and the proper apportionment of the total cost of the improvements to be borne thereby, and the inclusion of any lot or parcel of land in LID No. 150;

NOW, THEREFORE, IT IS HEREBY FURTHER RESOLVED as follows:

Section 1. PROTESTS TO ASSESSMENT ROLL

The protests to the Assessment Roll, as described in Exhibit "A" attached hereto and incorporated herein by this reference, were presented at the public hearing.

Section 2. DISPOSITION OF PROTESTS

Disposition is hereby made, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference, concerning each of the protests set forth in Exhibit "A" attached hereto and referred to in Section 1 hereof.

Section 3. FINDING OF BENEFIT FROM IMPROVEMENTS

Each and all of said lots, parcels of land and other property within said LID No. 150, as the same are described in the Assessment Roll, will be specially benefited by the making and doing of said improvements in excess of the costs and expenses of said improvements.

Section 4. DETERMINATION OF AMOUNT OF BENEFIT

Each and every lot or parcel of land is benefited in the amount of the assessment now levied thereon.

Section 5. SUFFICIENCY OF ASSESSMENT ROLL

The Assessment Roll and the amount levied on each lot or parcel of land, including the benefits accruing thereon, and the proper proportionate share of the total cost of the improvements to be borne by each lot or parcel of land, are proper, regular, sufficient, and correct.

Section 6. LIMITATION ON INCREASE OF ASSESSMENTS

No single assessment has been increased in an amount greater than twenty percent (20%) of the amount of the assessment as set forth in the Notice of Hearing.

Section 7. SEVERABILITY

If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of each section, paragraph, clause, or provision shall in no manner affect any remaining provision of this Resolution.

Section 8. EFFECTIVE DATE OF RESOLUTION

This Resolution shall take effect and be in force and effect from and after its passage and approval.

PASSED at a regular meeting of the City Council of the City of Coeur d'Alene, held on the 20th day of August, 2013.

CITY OF COEUR D'ALENE

ATTEST:

Sandi Bloem, Mayor

Renata McLeod, City Clerk

I, the undersigned, Clerk of the City of Coeur d'Alene, Kootenai County, Idaho hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly adopted at a regular meeting of the City Council, duly and regularly held at the regular meeting place thereof on August 20, 2013, of which meeting all members of said Council had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Council on August 20, 2013.

CITY OF COEUR D'ALENE

Renata McLeod, City Clerk

EXHIBIT "A"

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

The following protests to the Assessment Roll for Local Improvement District No. 150 were presented and considered, at the public hearing held on August 20, 2013:

Name of Protester	Address of Property	Reason for Protest
Edgar and Nelly Castellanos	5675 N. Government Way	land was taken to make improvements and taxes are too high
Leo J. Lee Trust	6303 N. Government Way	No Notice and too expensive

*Written materials received are attached hereto and were considered.

RECEIVED

AUG 12 2013

CITY CLERK

AUGUST 6, 2013

TO WHOM IT MAY CONCERN;

THROUGH THIS LETTER WE NOTIFY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE THAT WE OBJECT TO THE INCREASE OF ANY ASSESSMENTS FOR LOCAL IMPROVEMENTS ON DISTRICT NO. 150.

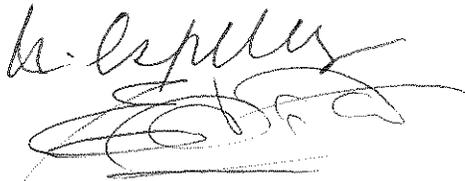
AS IT IS, LAND WAS TAKEN BY THE CITY TO MAKE IMPROVEMENTS TO GOVERNMENT WAY AND PROPERTY TAXES ARE TOO HIGH.

RESPECTFULLY,

EDGAR AND NELLY CASTELLANOS

PARCEL NUMBER: C-6105-000-013-B

5675 N. GOVERNMENT WAY

Handwritten signature of Edgar and Nelly Castellanos, consisting of two overlapping cursive signatures.

Jean Gatten TT
1632 E. Canfield
Dalton Gardens, Idaho 83815

RECEIVED

AUG 14 2013

CITY CLERK

Leo J. Lee Trust
LID No. 150
Parcel :C-0000-035-0070
6303 N. Government Way

August 13, 2013

City Council of Coeur d'alene, Idaho,

I am writing in objection to the recent assessment of parcel LID #150.

Without my knowing the city changed our water from Dalton water to city coming with is a large assessment and cap fee. Also we have only 1 toilet and 1 sink which certainly does not require a 1" and 2" service.

With the constructions the business was told that the road would never be shut down completely which it was. Many business's failed because of the closers and construction. My renters"stuck it out". The rent on the property is \$1000 per month which is the fair market value for the area and which after regular property taxes and this assessment will mean 2 years of only being able to pay taxes and not do any upgrades or maintenance to said property such as fencing, painting, etc. requested by the renters. The value of this property has declined each year the past 3 years. Many, many properties are now for sale along this stretch of road I feel in direct consequences of the year of construction.

The owners do not have money in this economy to pay this assessment. Can monthly installments be made equal to the rent?

Sincerely, Jean Gatten TT

EXHIBIT "B"

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

The following disposition is made concerning the protests to the Assessment Roll for Local Improvement District No. 150 which were presented at the public hearing held on August 20, 2013.

Name of Protester	Address of Property	Disposition
Edgar and Nelly Castellanos	5675 N. Government Way	
Leo J. Lee Trust	6303 N. Government Way	

ORDINANCE NO. _____
Council Bill No. 13-1013

An Ordinance of the City of Coeur d'Alene, Kootenai County, Idaho, approving and confirming the assessment roll of its Local Improvement District No. 150 for the acquisition, construction and installation of improvements to said water and sewer lines and facilities within the limits of Local Improvement District No. 150; providing for assessments; providing for the appeal procedure; providing for the publication of a summary of this ordinance; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, as follows:

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho, (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create local improvement districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, the City Council (the "Council") of the City has heretofore by Ordinance No. 3401 (the "Formation Ordinance") duly created Local Improvement District No. 150 ("LID No. 150") for the purpose of acquisition, construction and installation of improvements to certain utilities of the City to benefit properties within the boundaries of LID No. 150; and

WHEREAS, the members of the Council have considered the report of the City's Engineer with respect to the apportionment and the correctness of the assessments and the amounts levied on any particular lot or parcel of land, including the benefits accruing thereon,

and the proper apportionment of the total cost of the improvements to be borne thereby, and the inclusion of any lot or parcel of land within LID No. 150; and

WHEREAS, notice of time and place of hearing on the final assessment roll was duly and regularly given to all property owners within LID No. 150 by publication thereof and by mailing to all property owners in the manner required by law, and the hearing was duly and regularly held on January 18, 2011, pursuant to said notice, at the time and place fixed for said hearing; and

WHEREAS, the Council now desires to confirm the Assessment Roll, to levy the assessments, and to authorize the issuance of local improvement district bonds.

NOW, THEREFORE, BE IT FURTHER ORDAINED AS FOLLOWS:

Section 1. CONFIRMATION OF ASSESSMENT ROLL

The assessments set forth on the Assessment Roll for LID No. 150, in the total amount of \$180,024.99 for the purpose of making certain water and sewer system improvements, engineering, surveying, supervision and inspection for design and installation, and all legal and other miscellaneous expenses, within the limits of LID No. 150. No single assessment has been increased in an amount greater than twenty percent (20%) of the amount of the assessment as set forth in the Notice of Hearing.

Section 2. PROPERTY AFFECTED; LEVY OF ASSESSMENTS

Each lot or parcel of land and other property shown upon the Assessment Roll is hereby found to be benefited to the amount of the assessment levied thereon, and there is hereby levied and assessed against each of the lots, parcels and other properties, as set forth and described in said Assessment Roll, the amount as finally charged against each such lot, parcel and other property as it appears in said Assessment Roll. In establishing assessment amounts, the Council

has determined that “actual value” as stated in Section 50-1711 Idaho Code is determined by the “market value”.

Section 3. CERTIFICATION OF ASSESSMENT ROLL

The City Clerk, upon passage of this Ordinance, is directed to certify and file the confirmed Assessment Roll forthwith with the Kootenai County Recorder. Upon such filing, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The liens shall be paramount and superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 4. DUE DATE OF ASSESSMENTS; PAYMENT IN INSTALLMENTS

Said assessments shall become due and payable to the City Treasurer within thirty (30) days from the date of the adoption of the Resolution disposing of the protests and this Ordinance confirming the Assessment Roll (August 20, 2013). The City Clerk shall mail notice of the assessment amount due to each property owner assessed at the post office address if known, or if unknown, to the post office in Coeur d’Alene, Idaho, stating the total amount of the property owner’s assessment, plus the substance of the terms of payment of the same. This Notice shall generally be in the form of Exhibit “A” attached hereto and incorporated herein by this reference. An Affidavit of Mailing of the foregoing notice shall be filed in the City Clerk’s office.

Any property owner who has not paid his assessment in full within said thirty-day period shall be conclusively presumed to have chosen to pay the same in ten (10) equal annual installments, the first of which shall become due and payable one (1) year from the date of the passage of this Ordinance, with a like amount due on the same day of each year thereafter until the full amount of the assessment, with interest due thereon, shall be paid in full. Assessments

paid in installments shall bear interest on the whole unpaid sum from the date of adoption of this Ordinance. The rate of interest per annum which such installments shall bear is hereby fixed as the net effective rate of interest on the bonds issued to finance the improvements in LID No. 150. If any installment is not paid within twenty (20) days from the date it is due, the same shall become delinquent and the City Clerk shall add a penalty of two percent (2%) thereon. Installments may be prepaid in the manner provided by Section 50-1715, Idaho Code.

Section 5. COST AND EXPENSES

The total cost and expenses of improvements include the contract price of all improvements, together with any costs or expenses incurred for engineering, clerical, printing and legal services, as well as for advertising, surveying, inspection of work, collection of assessments, interest upon bonds or warrants, and an amount for contingencies as may be considered necessary by the Council. Said costs are hereby levied and assessed by the benefits derived method of assessment against each of the lots, parcels and properties located within LID No. 150, as described in the ordinance creating LID No. 150.

Section 6. INSTALLMENT DOCKET

The City Clerk shall, upon passage of this Ordinance, establish a Local Improvement Installment Docket for LID No. 150 as provided in Section 50-1717, Idaho Code.

Section 7. APPEAL PROCEDURE

The confirmation of the Assessment Roll for LID No. 150 herein made is a final determination of the regularity, validity and correctness of said Assessment Roll, of each assessment contained therein, and of the amount levied on each lot or parcel of land or other property within LID No. 150, subject to the right of appeal as set forth in Section 50-1718, Idaho Code.

Any person who has filed objections to the Assessment Roll, or any other person who feels aggrieved by the decision of the Council then confirming said Assessment Roll, shall have the right to appeal. Such appeal shall be made within thirty (30) days from the date of publication of this Ordinance, by filing a written notice of appeal with the Clerk of the City and with the Clerk of the Court of Kootenai County, describing the property and objections of the appellant.

After said 30-day appeal period has run, no one shall have any cause or right of action to contest the legality, formality, or regularity of any assessment.

Section 8. RATIFICATION OF PROCEEDINGS

All proceedings heretofore had in connection with the creation of LID No. 150, the preparation and adoption of the Assessment Roll, and hearing thereon, and the giving of notice of said hearing on said Assessment Roll, are hereby in all respects ratified, approved, and confirmed.

Section 9. IRREPEALABILITY

From and after the date the bonds issued to finance the improvements within LID No. 150 are issued, this Ordinance shall be and remain irrevocable until said Bonds and the interest thereon shall be fully paid and discharged, as herein provided.

Section 10. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of each section, paragraph, clause or provision shall in no manner affect any remaining provision of this Ordinance.

Section 11. ENFORCEABILITY CLAUSE

The City shall enforce and seek remedies for breaches of the terms of this Ordinance, as provided by the laws of the State of Idaho.

Section 12. PUBLICATION AND EFFECTIVE DATE

After its passage and adoption, this Ordinance shall be published once in the official newspaper of the City, under the provisions of the Idaho Code, and upon such publication shall be in full force and effect.

Passed, under suspension of the rules, at a regular meeting of the City Council of the City of Coeur d'Alene held on the 20th day of August 20, 2013, upon which a roll call vote was duly taken and duly enacted.

CITY OF COEUR D' ALENE

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

* * * * *

I, the undersigned, Clerk of the City of Coeur d'Alene, Kootenai County, Idaho hereby certify that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly adopted at a regular meeting of the City Council, duly and regularly held at the regular meeting place thereof on August 20, 2013, of which meeting all members of said Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on August 20, 2013.

CITY OF COEUR D'ALENE

Renata McLeod, City Clerk

LID No. 150

Assessment No. _____

Amount of Assessment: \$ _____

Owner and Address: _____

Legal Description: _____

NOTICE OF ASSESSMENT

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 150

NOTICE IS HEREBY GIVEN that the City Council of the City of Coeur d'Alene, Kootenai County, Idaho adopted Ordinance No. ____ confirming the Assessment Roll for the acquisition, construction and installation of improvements to said sewer system and facilities within the limits of Local Improvement District No. 150. The property and the assessment with reference to which this notice is given is reflected above.

The above assessment may be paid by September 20, 2013, such date being thirty (30) days after adoption of Ordinance No. ____, without penalty, interest or costs. If the assessment is not paid in full by said date, the assessment will be payable in ten (10) annual installments of principal and interest, with the first installment due on August 20, 2014. The rate of interest would be four percent (4%) per annum.

If any installment is not paid within twenty (20) days from the date it is due, the same shall become delinquent and a penalty of two percent (2%) of said delinquent installment shall be added thereto.

DATED this 20th day of August, 2013.

CITY OF COEUR D'ALENE

Troy Tymesen, City Treasurer

Please remit payment to:

City of Coeur d'Alene
Attn: Deputy Finance Director
710 E Mullan Ave
Coeur d'Alene ID 83814-3958

Re: Assessment Payment -- LID No. 150

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

August 12, 2013
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Juanita Knight, Senior Legal Assistant
Troy Tymesen, Finance Director
Warren Wilson, Chief Civil Dep City Atty
Pam MacDonald, HR Director
Tim Martin, Streets Superintendent
Capt. Ron Clark, Police
Sgt. Christy Wood, Police

CITIZENS PRESENT

Tom Hasslinger, Coeur d'Alene Press

**Item 1 Authorization to enter into an agreement with Coleman Oil for Fuel Services.
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for Council authorization to enter into an agreement with Coleman Oil for Fuel Services. Mr. Martin said they sent out 3 bid packets this year with only one responsive bid from Coleman Oil. What they look for in the packet is what the mark up and any hidden fees. The mark up on unleaded and diesel, which are the biggest movers, stayed the same from the 2009 bid. It is 6 cents a gallon markup price. The city uses approximately 86,000 gallons of unleaded fuel a year and approximately 60,000 gallons of diesel. The only concern in the bid packet is the contingency plan in case of electrical outage that the city asked them to provide backup generators to allow the city to get fuel. The winter of 08/09 is the only time he recalls an outage.

Councilman Gookin asked who had the contract before Coleman and has it always been Coleman. Mr. Martin said Coleman Oil purchased Clark Oil. The last two agreements (since 2004) has been with Clark/Coleman. There was a period when they used Kerr Oil but a bid was not received from them.

Councilman Gookin asked what vehicles use premium fuel? Mr. Martin said the PD's Harley Davidson motorcycles. They are starting to use the non-ethanol in the Harley's and this fuel is provided at this site. Mr. Martin noted that very little premium is purchased.

Councilman McEvers asked if Coleman Oil is considered a local company. Mr. Martin said they are based out of Lewiston but have offices here in Coeur d'Alene. Councilman McEvers asked if this covers all gasoline used by the city (all departments). Mr. Martin said yes.

MOTION: Motion by Councilman McEvers , seconded by Councilman Gookin , to recommend council approval of Resolution No. 13-045 authorizing an agreement with Coleman Oil for fuel services. Motion carried.

**Item 2 School Resource Officer Agreement with Coeur d'Alene School District #271.
Consent Calendar**

Captain Ron Clark, Police Department, presented a request for Council approval to enter into an agreement to continue the SRO program with School District #271 for fiscal year 2013-2014. Capt. Clark said they have included six officers this year rather than five. It was increased to six after the Sandy Hook shooting. Therefore, the School District is increasing the amount they will pay to \$242,207 to have officers in the schools. In addition, the School District will pay all the overtime associated with SRO activities in the schools such as games & special events.

Councilman McEvers asked to clarify that they are still police officers working for the City and still do police things. Captain Clark said that is the benefit of this partnership. The School District pays half of their salary with the idea and understanding that if there is criminal activity outside of the school that they respond to that as well.

Councilman Goodlander said it is extremely valuable having these officers in the schools.

MOTION: Motion by Councilman Gookin , seconded by Councilman McEvers to recommend that Council approve Resolution 13-045 authorizing an agreement to continue the SRO program with School District #271 for fiscal year 2013-2014. Motion carried.

**Item 3 Discussion of a new policy relating to department head annual merit increases.
Discussion Only**

Councilman Gookin said he brought this forward when they were having the discussion at the budget workshop. He said it's been a discussion in the community about the pay of the department heads and top level administrative staff. He wants to find out what level of accountability council has over the merit pay increases. He said he believes the process is basically that the department heads decide on their own what their merit pay increase will be, based on the schedule, and that is approved by Jon Ingalls, Deputy City Administrator – Personnel Officer. Basically the council is not involved other than by approving the budget.

Pam MacDonald, Human Resources Director, clarified the process as follows: She and the Deputy Finance Director look at when the employees are eligible for their next increases. Employees, other than department heads or exempt employees (who are also salaried), are eligible for 5% increase at certain service time so the budget includes the 5% (which is what you get for a standard or above evaluation). That doesn't mean the employee will actually get 5% because if performance is below standard on their evaluation at the time they are eligible, they do not receive any increase. Also, the employee could be evaluated a year from the point the 5% is projected into the budget. The same thing happens with department heads. However, they are eligible for 0-8% but only 5% is projected in the budget and then included along with all other staff within that department. Department Heads could be evaluated as meeting standards however receive a two percent increase since it is at the discretion of the Deputy City Administrator (0-8%).

Councilman Goodlander said she understands that department heads don't decide their own merit increase. Mrs. MacDonald said that is correct. The department head is evaluated by his/her peers (other department heads) as well as by the department head's staff (using a reverse evaluation) and then the personnel officer performs his own evaluation. The personnel officer then combines all three evaluations to make his determination and a recommendation for an increase. That recommendation is taken to the City Administrator and the Mayor for final determination.

Councilman Goodlander asked how are the Deputy City Administrator and the Administrator evaluated. Mrs. MacDonald said the Deputy City Administrator is evaluated by the Administrator and the Administrator is evaluated by the Mayor. She said they are both also evaluated by their peers (department heads) which is taken into consideration.

Councilman Gookin said the missing piece is the oversight and accountability, as far as he's concerned, is the public. What he's trying to do is create a new policy whereby these evaluations would be reviewed by council and then council will give the approval on whether the merit increase were warranted, or not. He wants to add this oversight level for the council, which represents the public in this operation, and that's his goal here.

Councilman McEvers asked for some history on how the department heads received increases before this process. Mrs. MacDonald said when she started, which was over 20 years ago, the department heads could accrue comp time. They were evaluated like all other employees and were eligible for a 5% increase. Then department heads were changed to salaried, at-will employees, with no more comp time. Other changes were made as well so they changed the merit increase from a flat 5% to 0 – 8% which allowed the opportunity to pay-for-performance since they are an at-will employee.

Warren Wilson, Deputy City Attorney, said he's not spent a long time looking into this but his first blush reaction is that it may pose a separation-of-powers problem. Under the statutes the Mayor is charged with being the supervisor of city staff, the person in charge of performance evaluations. The council's role in that is essentially setting the budget. If the council wants a check in the process they do that through the power of the purse strings. Looking at the statutes regarding appointive officers, the role for the council is largely in confirming the appointment or the decision of the mayor to terminate one of those persons. If the Mayor wanted to fire someone the council has the obligation to confirm that removal or an appointment, either way with a one-half plus one vote. The only other way that happens is if the council has a unanimous vote, they can override the decision of the Mayor.

Mr. Wilson further explained that in the process of setting the budget the council could decide not to approve the portion of the budget that accounts for merit increases, if they believe it's being allocated inappropriately.

Troy Tymesen, Finance Director, said the merit increases are built into each department's budget as a whole and that is what is presented to the council. Councilman McEvers asked if a document could be created that would call out the merit increases for the council's review. Mr. Tymesen said they could advise the council what is programmed in for eligible dollars for merit increases.

Councilman Gookin stated that given the advice by Mr. Wilson, and his understanding of the separation of powers, he thinks it's not their job to do the review of the staff. However, he may offer a budget amendment in the future.

The meeting adjourned at 4:38 p.m.

Respectfully submitted,

Juanita Knight for
Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 6/30/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2013
<u>General-Designated</u>	\$616,322	\$46	\$3,240	\$613,128
<u>General-Undesignated</u>	3,482,905	16,285,373	10,885,527	8,882,751
<u>Special Revenue:</u>				
Library	45,583	433,093	123,408	355,268
CDBG	(910)		5,206	(6,116)
Cemetery	87,942	23,765	35,374	76,333
Parks Capital Improvements	540,233	12,278	458,305	94,206
Impact Fees	2,334,923	118,917		2,453,840
Annexation Fees	14,772	1		14,773
Insurance	3,186,497	562	1,965	3,185,094
Cemetery P/C	1,808,084	5,814	30,311	1,783,587
Jewett House	(4,683)	3,850	1,452	(2,285)
Reforestation	13,138	1,161		14,299
Street Trees	183,510	8,415	8,014	183,911
Community Canopy	2,137	1		2,138
CdA Arts Commission	6,419	990	690	6,719
Public Art Fund	65,757	6		65,763
Public Art Fund - LCDC	486,116	41	6,121	480,036
Public Art Fund - Maintenance	115,003	10	677	114,336
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,009,922	413,582		1,423,504
LID Guarantee	46,299	551		46,850
LID 130 Lakeside / Ramsey / Industrial Park	1,074			1,074
LID 146 Northwest Boulevard	(8,208)			(8,208)
LID 149 4th Street	4,719	7,474		12,193
<u>Capital Projects:</u>				
Street Projects	228,331	8,991	25,688	211,634
<u>Enterprise:</u>				
Street Lights	79,812	43,451	202	123,061
Water	(378,110)	494,279	274,548	(158,379)
Water Capitalization Fees	2,642,355	123,996		2,766,351
Wastewater	6,168,514	578,366	766,332	5,980,548
Wastewater-Reserved	1,253,775	27,500		1,281,275
WWTP Capitalization Fees	2,033,485	232,841		2,266,326
WW Property Mgmt	60,668			60,668
Sanitation	(316,170)	283,574	273,568	(306,164)
Public Parking	(92,983)		6,000	(98,983)
Stormwater Mgmt	313,199	87,221	8,562	391,858
Wastewater Debt Service	1,012,990	388,586	388,498	1,013,078
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	176,394	181,363	177,206	180,551
LID Advance Payments	934	40		974
Police Retirement	1,396,616	69,187	55,599	1,410,204
Sales Tax	1,280	1,385	1,280	1,385
BID	155,828	45,093	40,000	160,921
Homeless Trust Fund	277	331	277	331
GRAND TOTAL	\$28,774,748	\$19,882,134	\$13,578,050	\$35,078,832

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$207,739	\$170,210	82%
	Services/Supplies	12,275	6,028	49%
Administration	Personnel Services	330,656	275,601	83%
	Services/Supplies	69,210	24,101	35%
Finance	Personnel Services	590,947	480,335	81%
	Services/Supplies	85,980	74,018	86%
Municipal Services	Personnel Services	923,631	793,365	86%
	Services/Supplies	437,018	376,434	86%
	Capital Outlay	9,000		
Human Resources	Personnel Services	214,763	178,947	83%
	Services/Supplies	29,200	25,518	87%
Legal	Personnel Services	1,335,864	1,108,080	83%
	Services/Supplies	93,033	81,267	87%
Planning	Personnel Services	450,912	368,306	82%
	Services/Supplies	24,600	20,182	82%
Building Maintenance	Personnel Services	279,060	223,866	80%
	Services/Supplies	119,359	94,001	79%
	Capital Outlay			
Police	Personnel Services	8,996,923	7,335,309	82%
	Services/Supplies	830,019	613,996	74%
	Capital Outlay	142,749	138,388	97%
Fire	Personnel Services	7,315,937	6,117,335	84%
	Services/Supplies	413,735	317,213	77%
	Capital Outlay			
General Government	Services/Supplies	192,635	192,467	100%
	Capital Outlay	750,000	750,000	100%
Byrne Grant (Federal)	Personnel Services	53,079	124,845	235%
	Services/Supplies	95,998	113,880	119%
	Capital Outlay			
COPS Grant	Personnel Services	69,819	79,274	114%
CdA Drug Task Force	Services/Supplies	36,700	48,012	131%
	Capital Outlay			
Streets	Personnel Services	1,800,904	1,460,381	81%
	Services/Supplies	589,400	464,501	79%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
31-Jul-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	182,335	121,813	67%
	Services/Supplies	38,450	25,327	66%
Engineering Services	Personnel Services	508,936	424,765	83%
	Services/Supplies	2,694,600	382,865	14%
	Capital Outlay			
Parks	Personnel Services	1,257,438	1,007,338	80%
	Services/Supplies	408,450	278,661	68%
	Capital Outlay			
Recreation	Personnel Services	625,654	408,553	65%
	Services/Supplies	138,800	114,147	82%
Building Inspection	Personnel Services	697,044	600,314	86%
	Services/Supplies	24,395	15,731	64%
Total General Fund		<u>33,077,247</u>	<u>25,435,374</u>	<u>77%</u>
Library	Personnel Services	1,004,510	798,280	79%
	Services/Supplies	182,450	139,907	77%
	Capital Outlay	92,000	74,200	81%
CDBG	Services/Supplies	267,325	41,168	15%
Cemetery	Personnel Services	137,465	107,303	78%
	Services/Supplies	86,835	67,775	78%
	Capital Outlay	15,000	14,830	
Impact Fees	Services/Supplies	913,133	953,684	104%
Annexation Fees	Services/Supplies	70,000	70,000	100%
Parks Capital Improvements	Capital Outlay	1,870,524	1,281,408	69%
Insurance	Services/Supplies	264,000	209,258	79%
Cemetery Perpetual Care	Services/Supplies	98,000	81,081	83%
Jewett House	Services/Supplies	42,000	28,939	69%
Reforestation	Services/Supplies	1,500	2,587	172%
Street Trees	Services/Supplies	65,000	42,138	65%
Community Canopy	Services/Supplies	1,500	402	27%
CdA Arts Commission	Services/Supplies	7,000	682	10%
Public Art Fund	Services/Supplies	245,000	73,926	30%
Total Special Revenue		<u>5,363,242</u>	<u>3,987,568</u>	<u>74%</u>
Debt Service Fund		<u>1,381,865</u>	<u>392,088</u>	<u>28%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 31-Jul-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2013	PERCENT EXPENDED
Govt Way - Dalton to Hanley	Capital Outlay		6,995	
Govt Way - Hanley to Prairie	Capital Outlay	420,000	100,994	24%
Levee Certification	Capital Outlay	250,000	84,277	
15th Street - Lunceford to Dalton	Capital Outlay		1,321	
3rd / Harrison signal	Capital Outlay	100,000	24,717	
15th Street - Harrison to Best	Capital Outlay		5,600	
Total Capital Projects Funds		770,000	223,904	29%
Street Lights	Services/Supplies	570,050	336,994	59%
Water	Personnel Services	1,569,132	1,277,551	81%
	Services/Supplies	4,167,607	1,099,513	26%
	Capital Outlay	1,865,550	1,007,329	54%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,231,295	1,689,807	76%
	Services/Supplies	6,327,788	2,593,086	41%
	Capital Outlay	8,634,600	1,396,512	16%
	Debt Service	2,133,241	1,051,423	49%
WW Capitalization	Services/Supplies	879,336		
Sanitation	Services/Supplies	3,285,480	2,808,463	85%
Public Parking	Services/Supplies	222,729	159,535	72%
	Capital Outlay	385,000	326,651	85%
Stormwater Mgmt	Personnel Services	97,846	80,760	83%
	Services/Supplies	526,121	67,270	13%
	Capital Outlay	300,000	2,665	1%
Total Enterprise Funds		34,045,775	13,897,559	41%
Kootenai County Solid Waste		2,200,000	1,610,128	73%
Police Retirement		176,000	146,574	83%
Business Improvement District		156,000	130,000	83%
Homeless Trust Fund		6,100	3,725	61%
Total Fiduciary Funds		2,538,100	1,890,427	74%
TOTALS:		\$77,176,229	\$45,826,920	59%