



Coeur d'Alene

CITY COUNCIL MEETING

September 7, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
August 17, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room August 17, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was let by Pastor Ron Hunter, Church of the Nazarene.

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

PRESENTATIONS:

IRONMAN RECOGNITION: Coeur d'Alene Ironman Race Director Mac Cavasar presented plaques to the City's Street, Parks, Police and Fire Departments as well as to the City Clerk for all their work in making this year's race such a success.

DEPLOYMENT BRIEFING: Lieutenant Colonel Darren Blagburn, Commander of the 116th Cavalry Brigade Combat Team of the National Guard reported on the deployment of his battalion and how the community can be involved.

WATER CONSERVATION UPDATE: Water Superintendent Jim Markley reported on how the City has conserved water and provided tips to residents on how they can save water including xeriscape landscaping, not overwatering lawns (every other day watering), regularly checking residential irrigation systems and watering during evening or night hours.

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

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

1. Approval of minutes for August 3, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, August 23rd at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-031: 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 EXTENSION OF RIVERSTONE POND AGREEMENT; CHANGE

ORDER NO. 1 FOR WWTP PHASE 5B CONSTRUCTION; CDBG FUNDING AGREEMENT WITH WHITEWATER DEVELOPMENT; PURCHASE AND INSTALLATION AGREEMENT FOR ANNIE/PRAIRIE WELL SWITCHES; AND BID AWARD AND CONTRACT WITH GRACE TREE SERVICE FOR PARK TREE MAINTENANCE

4. RESOLUTION 10-033: 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 2009-2010, 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, 2009:

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$	197,594	
Administration-----		489,105	
Finance Department-----		753,944	759,644
Municipal Services-----		1,285,906	
Human Resources-----		237,634	
Legal Department-----		1,320,488	1,370,488
Planning Department-----		520,422	535,422
Building Maintenance-----		391,436	399,336
Police Department-----		9,200,045	9,285,698
Byrne Grant-----		0	102,874
Byrne Grant Equipment-----		87,343	668,016
COPS Grant-----		0	150,000
K.C.J.A. Task Force-----		51,640	151,140
ADA Sidewalks-----		221,446	
Fire Department-----		6,774,548	
General Government-----		163,250	300,250
Engineering Services-----		1,079,341	1,408,652
Streets/Garage-----		2,156,686	2,261,686
Parks Department-----			1,609,820
Recreation Department-----		740,302	778,462
Building Inspection-----		833,420	

TOTAL GENERAL FUND EXPENDITURES: \$28,114,370 \$29,821,141

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$1,185,698	1,192,698
Community Development Block Grant-----	304,576	
Impact Fee Fund-----	830,000	
Parks Capital Improvements-----	227,000	304,000
Annexation Fee Fund-----	200,000	
Insurance / Risk Management-----	201,243	251,243
Cemetery Fund-----	238,674	358,674
Cemetery Perpetual Care Fund-----	98,500	
Jewett House-----	17,100	
Reforestation-----	2,500	8,500
Street Trees-----	41,500	56,500
Community Canopy-----	1,000	
Arts Commission-----	6,600	
Public Art Funds-----	73,000	195,000
Kootenai Metropolitan Planning Org-----	650,000	
TOTAL SPECIAL FUNDS:	<u>\$4,177,391</u>	<u>\$4,474,391</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 555,571	655,571
Water Fund-----	5,910,257	
Wastewater Fund-----	21,910,819	
Water Cap Fee Fund-----	416,240	
WWTP Cap Fees Fund-----	1,026,993	
Sanitation Fund-----	3,116,772	
City Parking Fund-----	173,957	190,957
Stormwater Management-----	1,388,882	<u>1,438,882</u>
TOTAL ENTERPRISE EXPENDITURES:	<u>\$34,499,491</u>	<u>\$34,666,491</u>

FIDUCIARY FUNDS:-----	2,784,500	
STREET CAPITAL PROJECTS FUNDS:	2,000,000	3,034,000
2006 GO BOND CAPITAL PROJECT FUND:-	0	48,833
DEBT SERVICE FUNDS:-----	2,153,383	<u>2,640,383</u>
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$73,729,135</u>	<u>\$77,469,739</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 25, 2010 and September 1, 2010.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 21st day of September, 2010 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.

5. Approval of bills as submitted and on file in the Office of the City Clerk.

6. SS-6-10 – Approval of final plat for The Condos at Mill River, amended, Buildings 5B and 6B.
7. Approval of cemetery niche repurchase from Clyde Mutch and Hermine Frank

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

COUNCIL COMMENTS:

COUNCILMAN MCEVERS: Councilman McEvers asked about the election contest on last November's Election. Councilman Kennedy noted that it is going to trial in September.

MAYOR BLOEM: Mayor Bloem presented Police Chief Longo with a plaque in appreciation for his heroic efforts in capturing a felony suspect. Deputy Administrator Jon Ingalls presented Chief Longo with a letter of Commendation for his efforts in the foot pursuit of this felon who, it was discovered when he was finally apprehended, had a loaded gun in his possession during the chase.

Mayor Bloem announced that the City received an award from the Census Bureau for the high level of response to the census by our citizens and thanked City staff members Sean Holm, Debbie Frisbie and Victoria Bruno for their efforts in making the city's 2010 census a success.

COMMITTEE APPOINTMENTS: Motion by Edinger, seconded by Kennedy to appoint student representatives and student alternates, respectively, to the following committees: Colton Robertson and Kaitey Mosgrove to Arts Commission, Tiana Simmons and Alyssa Yarbrough to CDA TV Committee, Chelsea R. Longley and Jennifer Schuman to Childcare Commission, Chiamaka Ikefuna and Ashley Haynes to Library Board, Brooke Fackenthall and Tangie Lyons to Parking Commission, Kierstie Shellman and Devan Karsann to Ped/Bike Adv. Committee, Jacob Garringer and Jennifer Kiesewetter/Aubrey Neal to Planning Commission, Mitchell Shellman and Ben Wooley to Recreation and Parks Comm., and Sam Wagner and Nickolas Radobenko to Urban Forestry Committee. Motion carried.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls reported that work continues on the 15th Street and Harrison Avenue Signalization Project and we anticipate traffic open again this Friday. Improvements include the new signal, stormwater mains, new sidewalks and curbing, and the reconstruction of the road surface. For more information, please call Chris Bates at 769-2228 or Dennis Grant at 769-2398. The City of Coeur d'Alene has closed a portion of Nettleton Gulch Road for a water main replacement project. Eastbound vehicles are being detoured at 19th Street and westbound vehicles at Maple Leaf Road. Local access will be maintained. The street should be reopened by 5:00 p.m. on September 10th. For more information, please contact the Water Department at 769-2210. In August, 1910, wildfires consumed 3 million acres of forests in north Idaho and Montana, killed 85 people, and burned hundreds of structures, including more than a third of the city of Wallace. Mr. Ingalls announced the various programs at the Coeur d'Alene Public Library being offered throughout the month of August. He thanked the beach staff for working diligently to keep the beach safe and enjoyable place that it is. Recognizing the need for emergency services training, North Idaho College partnered with the Coeur d'Alene Fire Department in 2007 to establish emergency services training courses. Contact NIC or CDA Fire for more information. Sid Fredrickson, Wastewater Superintendent, will be doing a presentation to the City Council regarding the city's challenge to Washington State's TMDL requirements at the September 7th council meeting. The

Independence Point parking lot is testing two new electronic pay stations which accept Visa and Master Card payments as well as coins and dollar bills. On Monday, September 6th at noon, the city's first off-leash dog park will be opened. A barbeque is being planned for the opening day and fun is on the agenda for people and their dogs. The Parks & Recreation Commission chose "Central Bark" as the name of the dog park. The City of Coeur d'Alene held an Education Corridor Open House on August 11th. 73 people signed in, with 47 comment sheets submitted to date, with the comment period being open until August 18th. At the end of the comment period, the consultants will summarize the comments and submit the summary, sign in sheets and comments to the city staff, in advance of the August 26th Steering Committee meeting. The Building Services Department now offers contractors the ability to apply and pay online with a credit card for residential plumbing and mechanical permits as well as residential plan review fees for online submittals. The City completed the Idaho Surveying and Rating Bureau's Building Code Effectiveness Grading Schedule Questionnaire. Many of the insurers will use the Building code Effectiveness Grading Classification as a basis for the credits used. The potential ratings are classes 1 – 10 where one is the best. The City's rating is a 4 which should result in insurance savings for our citizens. School District #271 is conducting an election on August 24th for the Kootenai Technical Education Campus. The city's 79 page 2010-2011 fiscal year financial plan has been posted to the City's website. The City will be hosting an Environmental Open House on September 9th from 3:00 p.m.-6:00 p.m. at the Library Community Room. There are a lot of Chief's of Police in the country, but none are better runners than our Chief Longo. His foot pursuit from Tire-Rama to behind Carl's Jr. to Hastings was a mere mile.

ORDINANCE NO. 3390
COUNCIL BILL NO. 10-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 5.08.160(B) TO CHANGE ON PUBLIC PROPERTY TO IN ANY PUBLIC BUILDING; SECTION 4.05.110, 4.10.030, 4.10.090, 4.10.100, AND 4.10.120 TO REMOVE "AND CEMETERY"; SECTION 4.30.010 TO CORRECT A SCRIVENERS ERROR; SECTION 4.15.050 TO CHANGE PM TO AM; SECTION 4.05.030 TO CORRECT THE LEGAL DESCRIPTION; SECTION 10.40.030 TO CORRECT A SCRIVENERS ERROR; AND SECTION 15.32.040 TO CHANGE INFORMATION TO INSURANCE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 10-1016.

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

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 10-1016 by its having had one reading by title only.

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

PUBLIC HEARING – SALE OF SURPLUS REAL PROPERTY LOCATED AT THE COMPOST FACILITY: Mayor Bloem read the rules of order for this public hearing. Finance Director Troy Tymesen gave the staff Report.

Mr. Tymesen reported that the City's General Fund is the owner of this property and it was not acquired with any designated funds, per State Statute Title 50 chapter 14, the City can liquidate real property by declaring the property surplus and setting a public hearing. The City is not required to appraise the property, and if it is deemed appropriate may establish a minimum price. After the public hearing the City can liquidate the property at a public auction to the highest bidder.

Mr. Tymesen explained that the liquidation of this property would generate capital for the General Fund. The use of the funds has not been determined; however, the one time real property sale income would not support ongoing wages and benefits. It is suggested that a minimum price be set with staff assistance.

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

RESOLUTION NO. 10-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY AS SURPLUS PROPERTY WITH A MINIMUM BID AMOUNT AND DIRECTING CITY STAFF TO PREPARE THE PROPERTY FOR SALE, SET AN AUCTION DATE AND NOTIFY THE PUBLIC OF THE AUCTION DATE.

Motion by Kennedy, seconded by Bruning to adopt Resolution 10-032.

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

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 § C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement.

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

The session began at 7:20 p.m. Members presented were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of litigation, and property acquisition. No action was taken and the Council returned to regular session at 7:59 p.m.

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

The meeting recessed at 7:59 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
City Clerk

RESOLUTION NO. 10-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR CDBG GRANT FUNDS FOR COMMUNITY ACTION PARTNERSHIP.

WHEREAS, it is recommended that the City of Coeur d'Alene enter into an Agreement for CDBG Grant Funds for Community Action Partnership, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 7th day of September, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

MEMORANDUM

TO: MAYOR BLOEM AND THE CITY COUNCIL
DATE: AUGUST 31, 2010
FROM: RENATA MCLEOD, PROJECT COORDINATOR
RE: APPROVAL OF AN AGREEMENT WITH COMMUNITY ACTION
PARTNERSHIP FOR HOUSING COUNSELING SERVICES THROUGH A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).

DECISION POINT:

- To authorize an Agreement with Community Action Partnership (CAP) for housing counseling services, through the use of CDBG funding totaling \$46,000.

HISTORY: The City of Coeur d'Alene authorized amendments to the 2010 CDBG action plan through a public hearing held July 6, 2010. As amended, the 2010 Action Plan clarified the award of the community grant dollars, as a public service project, to CAP for housing counseling services. This amendment included a 30-day public comment period, wherein no comments were received.

The City of Coeur d'Alene conducted a competitive RFP process for the Plan Year 2010 and 2011 community grant dollars. The process included the submittal of a grant application, review by the Ad Hoc Committee (March 25 and 26, 2010) and recommendations of the Ad Hoc Committee authorized at the June 1, 2010 City Council meeting, and further approved at the public hearing held July 6, 2010.

The program is a comprehensive housing counseling program, designed to help people reach housing goals and solve housing problems. Activities will assist:

- ▶ people who have run into barriers purchasing a home or just want to be careful about it and seek help from a counselor (these barriers may include credit, down payments, and lack of affordability),
- ▶ those who are or may soon become delinquent on their house payments due to a hardship, such as loss of income or increased expenses (for example, seniors who have lost a spouse or employment and very much want to keep their homes, or persons who have been the victims of predatory lenders),
- ▶ seniors who may qualify for a Home Equity Conversion Mortgage (HECM) often referred to as a reverse mortgage (they are required to receive a certificate of counseling from a HUD approved counselor before they can proceed with a loan application),
- ▶ people who are having problems with a landlord, as counseling includes renter rights and responsibilities,
- ▶ clients who may be having difficulties with home maintenance, services to include connecting seniors or persons with disabilities, with programs that might help provide repairs or accessibility.

Common areas of concern are difficulties finding affordable rentals and problems getting a landlord to make repairs. Assistance includes help in writing a required notice to the landlord, and may include help with negotiations.

FINANCIAL: \$46,000 has been budgeted in the CDBG Action Plan for Housing Counseling to be provided by CAP between September 1, 2010 and August 31, 2011.

PERFORMANCE ANALYSIS: Authorizing this agreement will allow the CAP to provide this valuable resource to our community. The program will benefit 100 households; at least 51% will be low-to-moderate income. The National Objective for this project is Benefit to low-to-moderate income persons.

DECISION POINT/RECOMMENDATION:

- To authorize an Agreement with Community Action Partnership (CAP) for housing counseling services, through the use of CDBG funding totaling \$46,000.

**AGREEMENT FOR CDBG GRANT FUNDS FOR
Community Action Partnership**

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and COMMUNITY ACTION PARTNERSHIP, an Idaho non-profit corporation, whose mailing address is: 124 New 6th Street, Lewiston, Idaho 83501, hereinafter referred to as "Community Action Partnership."

The key contact for Community Action Partnership is Barbara Leachman, Housing Director. The key contact for the CITY is Nelle Coler, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-10-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$46,000.00 (forty six thousand dollars) to Community Action Partnership to provide Housing Counseling Services to help people reach housing goals and solve housing problems. The project is more fully described in Attachment A "Scope of Work."

2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to Community Action Partnership under this Grant Agreement is \$46,000.00 (forty six thousand dollars), referred to herein as the "grant funds." Community Action Partnership will provide the management resources, staff and office supplies needed for the project.

3. Budget. Community Action Partnership shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by Community Action Partnership and the CITY. In the event costs exceed these grant funds, Community Action Partnership shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$46,000.00 (forty six thousand dollars). Community Action Partnership will immediately repay to the City any amount of the grant funds that the City reasonably determines have been expended in a manner inconsistent with the CDBG Budget-Use of Funds.

4. Program Income. Any income generated from the use of these funds is "program income" and is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. Community Action Partnership is allowed to retain and use program income for the same purposes as covered by this Agreement. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work.

5. Effective Date and Time of Performance. This Agreement shall take effect on September 1, 2010 and shall end on August 31, 2011. The term of this agreement and the provisions herein may be extended to cover any additional time period required to perform work for close out.

6. Payments. As the project progresses Community Action Partnership will provide the CITY, through the City's Grant Administrator, Panhandle Area Council (PAC) 11100 N Airport Drive, Hayden, ID 83835-9798 with monthly reports of expenditures and program progress. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents.

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

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

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

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

9. Environmental. Community Action Partnership shall comply with any HUD environmental regulations and with the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood Disaster Protection Act, Lead Based Paint Regulations, and shall comply with all inspection, reporting, monitoring, and requirements of environmental regulations.

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

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

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

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

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

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

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

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

17. Subcontracts. Community Action Partnership shall seek CITY approval prior to entering into any subcontracts under this Agreement. Community Action Partnership shall notify PAC to request approval by the CITY. These subcontracts shall contain all the requirements of this Agreement. Amendments to subcontracts shall have both the CITY's and Community Action Partnership's approval before they are effective amendments. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

18. Audit and Monitoring. Community Action Partnership acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, Community Action Partnership shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of Community Action Partnership's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at

least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

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

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

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

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

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

23. Labor Standards. Community Action Partnership agrees to comply with the federal labor standards including Davis Bacon in all construction contracts over \$2,000.

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

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

Community Action Partnership certifies that no funds provide by this Agreement shall be used or used by personnel employed in the activities funded under this Agreement for political activities, lobbying, political patronage or nepotism.

Community Action Partnership further agrees that funds provided under this Agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d’Alene have executed this Agreement on behalf of said city, the City Clerk, and the Corporation has caused the same to be signed, and the undersigned has caused this Agreement to be executed this 7th day of September, 2010.

CITY OF COEUR D’ALENE

COMMUNITY ACTION PARTNERSHIP

By: _____
Sandi Bloem, Mayor

By: _____
Lisa Stoddard, Executive Director

Dated: _____

ATTEST:

By: _____
Susan K. Weathers
Its: City Clerk

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared SANDI BLOEM and SUSAN K. WEATHERS, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d’Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d’Alene executed the same.

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

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared **Lisa Stoddard**, known to me to be the Executive Director of **Community Action Partnership**, an Idaho non-profit corporation and was authorized to execute this instrument on behalf of the corporation and executed the instrument as the act of the corporation.

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

Notary Public in and for the State of Idaho
Residing at: _____
My Commission Expires: _____

Grant Agreement between CITY of Coeur d'Alene and Community Action Partnership

Scope of services

Under the 2010 Community Development Block Grant Community Action Partnership will be providing a public service through a Housing Counseling Service program. With this project, Community Action Partnership will help people reach housing goals and solve housing problems by providing information, looking at options, and advocating and making referrals. Categories include but are not limited to, foreclosure prevention, reverse mortgages, homebuyers, renters and homeless.

Summary of the project activities

Comprehensive Housing Counseling services will be provided out of Community Action Partnership's Coeur d'Alene Office. The services are provided without charge for the most part and there are no income limits. Community Action Partnership will record income information of clients to provide verification that 51% of the clients served are low-to-moderate income persons. Comprehensive Housing Counseling is designed to help people reach housing goals and solve housing problems. Activities will assist:

People who have run into barriers purchasing a home or just want to be careful about it and seek help from a counselor. These barriers may include credit, down payments, and lack of affordability.

Those who are or may soon become delinquent on their house payments due to a hardship such as loss of income due or increased expenses. For example seniors who have lost a spouse or employment and very much want to keep their homes, or persons who have been the victims of predatory lenders.

Seniors who may qualify for a Home Equity Conversation Mortgage (HECM) often referred to as a reverse mortgage. They are required to receive a certificate of counseling from a HUD approved counselor before they can proceed with a loan application.

People who are having problems with a landlord. Counseling includes renter rights and responsibilities. Common areas of concern are difficulties finding affordable rentals and problems getting a landlord to make repairs. Assistance includes help in writing a required notice to the landlord, and may include help with negotiations.

Clients who may be having difficulties with home maintenance. Services include connecting seniors or persons with disabilities with programs that might help provide repairs or accessibility.

Benefits:

The program will benefit 100 households; at least 51% will be low-to-moderate income. The National Objective for this project is benefit to low-to-moderate income persons.

Schedule:

Upon execution of the Agreement between Community Action Partnership and the Coeur d'Alene City Council, the Project shall commence on September 1, 2010 and shall continue for twelve months. At the completion of the project, a final report is due on the number of beneficiaries served and the value of time and materials contributed to the program. Monthly reports on progress and expenditures shall be submitted to PAC.

Attachment B

Project Budget

Grant Agreement between CITY of Coeur d'Alene and Community Action Partnership

Budget Item	CDBG Funds	Other Funding	Total Project Costs
Personnel			
CDA Housing Specialist	\$22,806.00	\$8,146.00	\$30,952.00
Lewiston Housing Specialist	\$00.00	\$29,324.00	\$29,324.00
Housing Director	\$5,352.00	\$28,898.00	\$34,250.00
Salaries Total	\$28,158.00	\$66,368.00	\$94,526.00
Fringe Benefits	\$10,137.00	\$24,957.00	\$35,094.00
Personnel Total	\$38,295.00	\$91,325.00	\$129,620.00
Operating Costs			
Supplies/postage:	\$700.00	\$1,182.00	\$1,882.00
Equipment:	\$0.00	\$0.00	\$0.00
Rent/Lease:	\$310.00	\$10,486.00	\$10,796.00
Travel/Training:	\$1,300.00	\$540.00	\$7,333.00
Telephone:	\$250.00	\$6,033.00	\$790.00
Insurance:	\$200.00	\$1,100.00	\$1,300.00
Printing:	\$490.00	\$1,373.00	\$1,863.00
Contractual:	\$0.00	\$0.00	\$0.00
Other: Indirect	\$4,455.00	\$11,201.00	\$15,656.00
Total Operating Costs:	\$7,705.00	\$31,915.00	\$39,620.00
Total	\$46,000.00	\$123,240.00	\$169,240.00

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

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

In the event project costs exceed these grant funds, Community Action Partnership shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$46,000.00 (forty six thousand dollars).

DATE: AUGUST 25, 2010

TO: MAYOR AND CITY COUNCIL

FROM: PLANNING DEPARTMENT

RE: SETTING OF PUBLIC HEARING DATE: NOVEMBER 16, 2010

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
ZC-5-10	Requested Appeal Applicant: City of Coeur d'Alene Location: 2102 St. Michelle Request: Requested zone change from R-1 to R-17	Recommended denial	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **November 16, 2010.**

JS:ss

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

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

[Office Use Only] Amt Pd 2500
Rec No 511784
Date 08/23/2010
Date to City Council: 9/7/2010
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled <u>\$25</u> Consumed on premise, yes no Transfer from <u>D' Medeiros trapso Silver Fox</u>	\$ <u>2500</u> #30088

Business Name	<u>Silver Fox</u>
Business Mailing Address	<u>628 W Appleway</u>
City, State, Zip	<u>CDA ID 83814</u>
Business Physical Address	<u>628 W Appleway</u>
City, State, Zip	<u>CDA ID 83814</u>
Business Contact	Business Telephone: <u>208-659-4259</u> Fax: _____
License Applicant	<u>Ben Cook</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>N/A</u>

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

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

[Office Use Only] Amt Pd 25-
 Rec No 509610
 Date 08-10-2010
 Date to City Council: 8-17-2010
 Reg No. 32700
 License No. 426110 De
 By _____

TRANSFER FROM ~~BLANK~~
CHILLERS

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled <u>\$25</u> Consumed on premise <u>yes</u> no Transfer from <u>Chillers</u> to <u>Hoqfish ODA LLC</u>	\$ <u>25.00</u>

Business Name	<u>Hoqfish cda LLC</u>
Business Mailing Address	<u>6065 E. French Gulch Rd</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Physical Address	<u>1920 Sherman Ave</u>
City, State, Zip	<u>Coeur d'Alene, ID 83814</u>
Business Contact	Business Telephone : <u>667-1896</u> Fax: <u>664-5447</u>
License Applicant	<u>Hoqfish cda LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Lee Tolley</u> <u>Barbara Tolley</u> <u>Whitney Hall</u>

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

Sept. 2010 to March 2011

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

[Office Use Only] Amt Pd 200.00
 Rec No _____
 Date 8/12/2010
 Date to City Council: 8/7/2010
 Reg No. _____
 License No. _____
 Rv KCC

Date that you would like to begin alcohol service

Sept. 2010

6 months

Check the ONE box that applies:

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

formerly My Place Restaurant 1801 East Sherman

Business Name	<u>LUCCA'S VILLA TOSCANO</u>
Business Mailing Address	<u>PO BOX 576</u>
City, State, Zip	<u>RATONDALLUM, ID 83858</u>
Business Physical Address	<u>1801 E SHERMAN</u>
City, State, Zip	<u>COEUR D'ALENE ID 83814</u>
Business Contact	<u>GREG GRASSOSCHI</u>
License Applicant	<u>GREG & NANLY GRASSOSCHI</u>
If Corporation, partnership, LLC etc. List all members/officers	
Business Telephone :	<u>208 651-6300</u>
Fax:	<u>208 6878125</u>

ANNOUNCEMENTS

OTHER BUSINESS

ORDINANCE NO. _____
COUNCIL BILL NO. 10-1017

A AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.08.230 TO ALLOW STRUCTURES WITHIN THE SHORELINE OVERLAY LOCATED NORTH OF WEST LAKESHORE DRIVE BETWEEN PARK AND HUBBARD TO BE ERECTED TO A HEIGHT NOT GREATER THAN THAT ALLOWED IN THE UNDERLYING ZONING DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.08.230 is amended to read as follows:*

17.08.230: HEIGHT LIMITS AND YARD REQUIREMENTS:

A. For shoreline properties located east of Seventh Street and more than one hundred fifty feet (150') west of First Street and then northeasterly to River Avenue, the following shall apply:

1. New structures may be erected provided that the height is not greater than twenty feet (20').
2. Minimum yards shall be provided as prescribed in the applicable zoning district.

3. Notwithstanding the foregoing for shoreline properties located north of West Lakeshore Drive between Park Drive and Hubbard Avenue, new structures may be erected provided the height is not greater than that provided in the underlying zoning district.

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

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

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

SECTION 8. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 7th day of September, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
**O-2-10 – AMENDMENT TO SHORELINES REGULATIONS REGARDING HEIGHT
LIMITATIONS ALONG W. LAKESHORE DRIVE**

A AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 17.08.230 TO ALLOW STRUCTURES WITHIN THE SHORELINE OVERLAY LOCATED NORTH OF WEST LAKESHORE DRIVE BETWEEN PARK AND HUBBARD TO BE ERECTED TO A HEIGHT NOT GREATER THAN THAT ALLOWED IN THE UNDERLYING ZONING DISTRICT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, O-2-10 – AMENDMENT TO SHORELINES REGULATIONS REGARDING HEIGHT LIMITATIONS ALONG W. LAKESHORE DRIVE, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 7th day of September, 2010.

Warren J. Wilson, Chief Deputy City Attorney

ORDINANCE NO. _____
COUNCIL BILL NO. 10-1013

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS +/- 19,425 SQ. FT. PARCEL AT 139 AND 141 EAST SPRUCE AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. That the following described property, to wit:

The property is more specifically described as a +/- 19,425 sq. ft parcel at 139 & 141 East Spruce Avenue legally described as Tax Numbers 4170 and 4171 of Block 53, Sherman Addition To Coeur d'Alene in the Southwest Quarter of Section 12, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

is hereby changed and rezoned from R-12 (RESIDENTIAL AT 12 UNITS/ACRE) to C-17 (COMMERCIAL AT 17 UNITS/ACRE).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

Engineering:

Any construction that may straddle the Tax #4170 / 4171 boundary line will require the recordation of a City Lot Consolidation form, in order to create one (1) uniform parcel.

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

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

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

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

APPROVED this 20th day of July 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Zone Change – ZC-4-10
+/- 19,425 SQ. FT. PARCEL AT 139 AND 141 EAST SPRUCE AVENUE

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO C-17 (COMMERCIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS +/- 19,425 SQ. FT. PARCEL AT 139 AND 141 EAST SPRUCE AVENUE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael Gridley, City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Zone Change – ZC-4-10, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of July, 2010.

Michael Gridley, City Attorney

PUBLIC HEARINGS

ORDINANCE NO. 3392
COUNCIL BILL NO. 10-1017

AN ORDINANCE ENTITLED "THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010" APPROPRIATING THE SUM OF \$77,913,463 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF COEUR D'ALENE FOR SAID YEAR; LEVYING A SUFFICIENT TAX UPON THE TAXABLE PROPERTY WITHIN SAID CITY FOR GENERAL REVENUE PURPOSES FOR WHICH SUCH APPROPRIATION IS MADE; LEVYING SPECIAL TAXES UPON THE TAXABLE PROPERTY WITH SAID CITY FOR SPECIAL REVENUE PURPOSES WITHIN THE LIMITS OF SAID CITY OF COEUR D'ALENE, IDAHO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That the sum of \$77,913,463 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2010.

Section 2

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

GENERAL FUND EXPENDITURES:

Mayor and Council-----	\$ 209,702
Administration-----	506,414
Finance Department-----	685,549
Municipal Services-----	1,287,249
Human Resources-----	240,728
Legal Department-----	1,373,662
Planning Department-----	497,784
Building Maintenance-----	406,282
Police Department-----	9,396,597
Drug Task Force-----	36,700
ADA Sidewalks-----	214,617
Byrne Grants-----	405,046
COPS Grant-----	219,250
Fire Department-----	7,102,021
General Government-----	185,750
Engineering Services-----	1,161,422
Streets/Garage-----	2,092,253
Parks Department-----	1,638,267
Recreation Department-----	755,512
Building Inspection-----	764,526
TOTAL GENERAL FUND EXPENDITURES:	<u>\$29,179,331</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund-----	\$ 1,231,020
Community Development Block Grant-----	336,746
Impact Fee Fund-----	583,000
Parks Capital Improvements-----	205,000
Insurance / Risk Management-----	206,925
Cemetery Fund-----	271,308
Cemetery Perpetual Care Fund-----	98,500
Jewett House-----	17,050
Reforestation/Street Trees/Community Canopy	60,700
Arts Commission-----	6,450
Public Art Funds-----	80,300
Kootenai Metropolitan Planning Org-----	<u>650,000</u>

TOTAL SPECIAL FUNDS: \$ 3,746,999

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund-----	\$ 591,321
Water Fund-----	6,924,772
Wastewater Fund-----	18,915,393
Water Cap Fee Fund-----	850,000
WWTP Cap Fees Fund-----	752,580
Sanitation Fund-----	3,118,772
City Parking Fund-----	176,957
Stormwater Management-----	<u>1,573,460</u>

TOTAL ENTERPRISE EXPENDITURES: \$32,903,255

FIDUCIARY FUNDS:----- 2,562,000

CAPITAL PROJECTS FUNDS:----- 7,853,000

DEBT SERVICE FUNDS:----- 1,668,878

GRAND TOTAL OF ALL EXPENDITURES: \$77,913,463

Section 3

That a General Levy of \$15,236,403 on all taxable property within the City of Coeur d'Alene be and the same is hereby levied for general revenue purposes for the fiscal year commencing October 1, 2010.

Section 4

That a Special Levy upon all taxable property within the limits of the City of Coeur d'Alene in the amount of \$2,365,170 is hereby levied for special revenue purposes for the fiscal year commencing October 1, 2010.

Section 5

The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or

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

Section 6

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

APPROVED by this Mayor this 7th day of September, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

OTHER BUSINESS

M E M O R A N D U M FOR EXECUTIVE SESSION

DATE: SEPTEMBER 7, 2010

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: PAM MACDONALD, HUMAN RESOURCE DIRECTOR

RE: 2010 SEPARATION INCENTIVE

DECISION POINT:

The Council is requested to approve the proposed FY2010-11, FY2011-12, FY2012-13 and FY2013-14 negotiated Separation Incentives.

HISTORY:

In an effort to review and conserve resources that would result in a reduction of Personnel costs over the next four fiscal years, the City extended a separation Incentive to employees with a separation date certain and who met required criteria. Unlike other years when incentives were offered, the City entertained some individual flexibility and adjusted the terms of the incentive slightly to meet individual circumstances. As a result, employee interest and savings increased.

FINANCIAL:

Sixteen (16) City employees submitted proposals expressing interest to participate and twelve (12) employees have signed agreements. The following information gives specifics per Fiscal Year and signed proposals are attached:

- Fiscal Year 2010-2011

Proposals received:	8
Negotiated terms & separation date:	7
Estimated Wage & Benefit Savings:	\$287,000.00
- Fiscal Year 2011-2012

Proposals received:	4
Negotiated terms & separation date:	3
- Fiscal Year 2012-2013

Proposals received:	3
Negotiated terms & separation date:	2
- Fiscal Year 2013-2014

Proposals received:	1
Negotiated terms & separation date:	0

PERFORMANCE ANALYSIS:

This benefit has produced cost saving opportunities for the City and the exiting employee.

DECISION POINT/RECOMMENDATION:

The Council is requested to approve the proposed negotiated Separation Incentives.

RESOLUTION NO. 10-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE 2010 EMPLOYEE SEPARATION INCENTIVE - LETTER OF AGREEMENTS (LOA).

WHEREAS, in an effort to review and conserve resources that would result in a reduction of Personnel costs over the next four fiscal years, the City extended a Separation Incentive to employees with a separation date certain and who met required criteria.

WHEREAS, unlike other years when incentives were offered, this year the City entertained some individual flexibility and adjusted the terms of the incentive slightly to meet individual circumstances resulting in increased employee interest and savings.

WHEREAS, it is deemed to be in the best interest of the City of Coeur d'Alene and the citizens thereof to enter into the 2010 Employee Separation Incentive - Letter of Agreement(s) pursuant to the terms and conditions set forth in each separate LOA, which are attached hereto as Exhibit "1" and by reference made a part hereof; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into the 2010 Employee Separation Incentive – Letter of Agreement(s), with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said LOA's to the extent the substantive provisions of the Contract remain intact.

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

DATED this 7th day of September, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.