



# Coeur d'Alene

## CITY COUNCIL MEETING

*SEPTEMBER 21, 2010*

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**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**

**September 7, 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 September 7, 2010 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

Woody McEvers	)	Members of Council Absent
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**CALL TO ORDER:** The meeting was called to order by Mayor Bloem.

**INVOCATION:** The invocation was led by Pastor David Roberts, Family Worship Center.

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

**PRESENTATION – WASHINGTON STATE'S DISSOLVED OXYGEN TOTAL MAXIMUM DAILY LOAD:** Wastewater Superintendent Sid Fredrickson presented information regarding the City's challenge on the limitation that the State of Washington is trying to impose on Idaho dischargers into the Spokane River.

**PUBLIC COMMENTS:**

**SKATEBOARD PARK:** Chase Turner, 880 S. Fairmont Loop, thanked the Parks Department for allowing the skateboarders to make improvements to the Skateboard Park. He would like to do a presentation on future plans for the Skateboard Park. Mayor Bloem suggested that he present his ideas to the Parks and Recreation Commission.

**STOP SIGNS REQUESTED:** Dennis Baughman, 1010 N. 6<sup>th</sup> Street, requested that yield signs be changed to stop signs at 6<sup>th</sup> and 7<sup>th</sup> and Birch.

**TREATMENT PLANT:** Walter Meyer, Ridgecrest, California, commended the Council for their challenge of the EPA for the mandates being placed on the Wastewater Treatment Plant.

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

1. Approval of minutes for August 17, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, September 13<sup>th</sup> at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 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.

4. Setting of Public Hearing – ZC-5-10 Appeal of denial of zone change at 2102 St. Michelle for November 6, 2010.
5. Approval of beer/wine license transfers for Silver Fox at 628 W. Appleway (formerly D’Mouse Trap) and for Hogfish CdA, LLC at 1920 E. Sherman Avenue (formerly Chillers).
6. Approval of new beer/wine license for Lucca’s Villa Toscano at 1801 E. Sherman Ave.

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

#### **COUNCIL ANNOUNCEMENTS:**

COUNCILMAN GOODLANDER: Councilman Goodlander announced that the Arts Commission is presently taking nominations for the Mayor’s Arts Awards. Applications for nominations are available on the City’s web site.

COUNCILMAN KENNEDY: Councilman Kennedy announced that the Central Bark dog park is now open thanks to the partnership between the City, School District and the volunteer.

**ADMINISTRATOR’S REPORT:** City Administrator Wendy Gabriel announced that on September 2nd, city employees sponsored and participated in the 6th annual golf tournament at Ponderosa Springs Golf Course to benefit United Way raising over \$1,350.00 for charity. On Monday, September 6<sup>th</sup>, at noon, the city’s first off-leash dog park opened. The new dog park is adjacent to Northshire Park on the corner of Atlas Road and Nez Perce. For more information, please call 769-2252. Today is the first day of school for School District 271. Please drive slowly, not just in school zones but anywhere that abuts a walking or bicycle route to school. The City of Coeur d’Alene closed a portion of Nettleton Gulch Road for a water main replacement project. The street should be reopened by 5:00 p.m. on September 10<sup>th</sup>. For more information, please contact the Water Department at 769-2210. A second Open House for the Education Corridor Transportation Plan will be held in the Library Community Room at 702 E. Front Avenue, Wednesday, September 8<sup>th</sup>, from 4:00 p.m. until 7:00 p.m. Please call Chris Bates at 769-2228 for more information. At the last City Council Meeting, Student Representatives were appointed to certain Commissions, Boards, and Committees. A reception for these students is this Thursday, September 9<sup>th</sup>, at 5:30 p.m., in the City Hall Council Chambers, 710 E. Mullan. For more information, call Victoria Bruno at 769-2204. On Thursday, September 9<sup>th</sup>, from 3:00 – 6:00 p.m. in the Library Community Room, the city and many partners will come together to present information on the environment. They will share what the city and other agencies are doing to be environmentally responsible, offer citizen information, and seek public comments and suggestions. For more information, please contact Kim Harrington at 769-2214. The Coeur d’Alene Arts Commission is seeking nominations for the 15<sup>th</sup> Annual Mayor’s Awards in the Arts. The Mayor’s Awards in the Arts will be held on Thursday, October 21, 2010, at 6:00 p.m. at the Coeur d’Alene Resort. For more information, contact Amy Ferguson at 666-5754. Muddy the Moose and Millie the Mouse are almost one year older and area children are invited to join in the celebration by creating birthday cards for Coeur d’Alene’s favorite pair of hide-and-seekers. The Coeur d’Alene Public Library and North Idaho College are part of a partnership to provide area residents basic computer skills. The first free “help session” will be offered in the library’s Community Room, Wednesday, September 15, 6:30 PM – 8:00 PM. As part of a nationwide effort to increase the public’s awareness about being prepared for different types of emergencies, the Kootenai County Board of Commissioners has proclaimed September 2010 as Kootenai County Preparedness Month. August was another record-setting month for ridership on Citylink. On Friday, August 20<sup>th</sup>, Robert Royce and crews finished up year two of the ADA sidewalk

compliance program. Year two consisted of Government Way from Harrison to Mullan (west side) & Lakeside from 8<sup>th</sup> to 15<sup>th</sup> (north side). The crew will finish out the fall working on Foster between 3<sup>rd</sup> and Government Way. Maps with identified city bike paths and lanes are available at either the Coeur d'Alene Chamber of Commerce or on the Parks Department web site at [www.cdaidparks.org](http://www.cdaidparks.org) and navigate to the trails page. 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. Captain Greg Rod has been accepted into the National Fire Academy's Executive Fire Officer Program. Coeur d'Alene's recycling service is changing for the better. Starting early October Coeur d'Alene residents will be able to recycle more items! Even better, all recyclables will go in your new blue cart, which holds five times as much as your current recycling bin.

ORDINANCE NO. 3391  
COUNCIL BILL NO. 10-1017

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.

Motion by Goodlander, seconded by Edinger to pass the first reading of Council Bill No. 10-1017.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; Bruning, Aye; Edinger, Aye; Hassell, No.  
Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1017 by its having had one reading by title only.

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

ORDINANCE NO. 3393  
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.

Motion by Hassell, seconded by Kennedy to pass the first reading of Council Bill No. 10-1013.

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

Motion by Goodlander, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 10-1013 by its having had one reading by title only.

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

**PUBLIC HEARING – ANNUAL APPROPRIATIONS FOR FISCAL YEAR 2010-2011:** Mayor Bloem read the rules of order for this public hearing. Troy Tymesen, Finance Director, gave the staff report.

Mr. Tymesen presented the proposed budget for the coming fiscal year. He noted that the proposed increased budget is due to Federal Funding available for major Street Capital Projects including the Government Way Project from Dalton to Hanley (\$4.1 million) and Hanley to Prairie (\$2.95 million) and on 15<sup>th</sup> Street from Margaret to Dalton (\$528,000). He noted that the City's share of \$300,000 is coming from impact fees. Additionally there is a planned Wastewater Plant Expansion of \$7.5 million. Mr. Tymesen reviewed the personnel changes made over the past fiscal year impacting the coming fiscal year including: not filling 10 vacated positions, 7 separation incentives, 5 grant funded police officers, reduced personnel expenses by \$642,651 and reduced services and supplies by \$33,907.

**PUBLIC COMMENTS:** Earl Kendle, 1597 Cromwell Drive, noted that the Coeur d'Alene Press stated that if the City does not receive their property tax increase that the City will decrease services and he believes that this is a form of intimidation to the citizens and he also believes that the tax increase takes away his God-given privilege to spend his money the way he would like. Mary Smith, 4333 Deerfield Drive, does not see why we need to do street improvements on 15<sup>th</sup> Street, and would like to see a 0% salary increase for employees, Dan Gookin, 714 W. Empire Ave., requested that the Council deny the 1.5% property tax increase and stated that he believes the City is anti-business. Susan Snedaker, 821 Hastings, questioned why the city refuses to purchase the School District portion of Person's Field. Steve Adams, 5292 N. Parkwood Circle, recommended the City use the fund balance instead of increasing the property tax portion of the budget by 1.5%.

**COUNCIL DISCUSSION:** City Engineer Gordon Dobler described the improvements planned for 15<sup>th</sup> Street which have been in the City's plan for 5 years and is using existing impact fees for the City's share of such improvements. Mr. Tymesen explained that the fund balance is the cash flow the city uses instead of borrowing money to cover city expenses during those months that property taxes are not received which is generally November through January. In response to Mr. Kendle's comments about decreasing city services, Mr. Tymesen noted that decreasing city services has never been considered. In response to Ms. Snedaker's comments regarding Person's Field, Recreation Director Steve Anthony responded that the City and School District have an agreement that the City will have first option to purchase Person's Field when and if the school decides to sell the property. Councilman Bruning noted that the Fernan property that is being purchased by the Parks Foundation is in order to provide parking for the 50-acre natural parkland that had been donated to the City. Mr. Tymesen also noted that during the "boom" the City did not increase the number of employees. In response to Councilman Edinger's question regarding not purchasing new Library Books, Bette Ammon Library Director commented the Library would not close; however, she did note that when economic times are down Library usage goes up and today 1,000 people visit the Library each day. In

response to Councilman Edinger's questioning the need for a new City Hall copier, City Clerk Susan Weathers explained that the existing copier which was originally scheduled for replacement last year has made over 1,000,000 copies and is requiring more frequent repairs as the parts are wearing out.

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.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 10-1017.

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

Motion by Hassell, seconded by Bruning to suspend the rules and to adopt Council Bill No. 20-1017 by its having had one reading by title only.

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

**EXECUTIVE SESSION:** Motion by Bruning, seconded by Hassell 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 §J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of pending claim or prevention of a claim imminently likely to be filed.

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

The session began at 8:10 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney, Finance Director, Human Resources Director, Deputy City Administrator and representatives from the Police Association.

Matters discussed were those of labor negotiations, property acquisition and claims. No action was taken and the Council returned to their regular session at 10:35 p.m.

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).

Motion by Kennedy, seconded by Bruning to adopt Resolution 10-035.

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

**JOHNSON/RANDETTE CLAIM:** Motion by Hassell, seconded by Kennedy to authorize the City Attorney to settle the claim for the amount recommended by staff. Motion carried.

**JERRY FRANK PROPERTY:** Motion by Goodlander, seconded by Kennedy to authorize the City Attorney to negotiate an agreement for the acquisition of property on East Lakeshore Drive. Motion carried.

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

The meeting recessed at 10:40 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Susan Weathers, CMC  
City Clerk



RESOLUTION NO. 10-036

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 THE ANNUAL RENEWAL OF KOOTENAI MEDIAL CENTER THERAPEUTIC POOL USE AGREEMENT, APPROVING THE RENEWAL OF ANIMAL HOUSING AGREEMENT WITH KOOTENAI HUMANE SOCIETY, AND APPROVING A CONTRACT WITH THORCO FOR CONSTRUCTION OF FIBER AND CONDUIT FROM WASTEWATER TREATMENT PLANT TO KOOTENAI COUNTY ADMINISTRATION BUILDING.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 3" and by reference made a part hereof as summarized as follows:

- 1) Approving the Annual Renewal of Kootenai Medial Center Therapeutic Pool Use Agreement;
- 2) Approving the Renewal of Animal Housing Agreement with Kootenai Humane Society;
- 3) Approving a Contract with Thorco for Construction of Fiber and Conduit from Wastewater Treatment Plant to Kootenai County Administration Building;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 3" 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 21<sup>st</sup> 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 BRUNING Voted \_\_\_\_\_

COUNCIL MEMBER GOODLANDER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER HASSELL Voted \_\_\_\_\_

COUNCIL MEMBER KENNEDY Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

## PROVISION FOR FACILITY UTILIZATION AGREEMENT

This agreement by and between **City of Coeur d'Alene**, Kootenai County, Idaho, hereinafter referred to as "**City**" and **Kootenai Medical Center, Department of Rehabilitation Services**, Kootenai County, Idaho, hereinafter referred to as "**KMC-DRS**", is entered into on 3 September 2010, to continue for a period of one calendar year through 2 September 2011, or until terminated by either party as defined under Term & Termination.

### SERVICES:

This agreement describes terms, conditions and charges associated with the **City** using the **KMC - DRS** Terrill Aquatic Center, in the McGrane Building, to conduct swim lesson programs in order to improve and develop the water safety programs available to the citizens of Coeur d'Alene and the surrounding communities.

### KMC – DRS AGREES TO:

**KMC - DRS** agrees to maintain and provide the **City** with key access to its therapeutic pool at the Terrill Aquatic Center, McGrane Building, as well as the associated male and female locker rooms in that facility.

### CITY AGREES TO:

- The **City** acknowledges that the use of the pool is a revocable privilege granted to the **City** by **KMC – DRS**. This privilege is contingent upon the **City** adhering to **KMC - DRS**'s rules and regulations. The privilege is also contingent upon the pool water, pool area, locker rooms, hallways, lobby, entry way and parking lot being left clean and free of damage. This privilege is also contingent upon the physical presence of an adult (21 years of age or older) during all times of **City** use of the facility; this individual will be responsible for opening the facility and inspecting all defined areas prior to closing, and locking, the facility. The use of the facility will be strictly limited to the areas defined in the third sentence of this bullet.
- The **City** is self-insured to \$500,000.00 and will provide **KMC - DRS** with proof of said insurance.
- The **City** agrees to provide a written request for pool use one month prior to the start date, including start of associated staff training sessions. Ongoing written communication regarding upcoming sessions (including start date, end date and anticipated user volumes) must be provided to the **KMC - DRS** Certified Pool Operator, or designee.
- The **City** agrees that the adult supervisor will be the sole individual issued a key for the facility access. (The **City** further agrees that they will assume financial responsibility for costs associated with "re-keying" the McGrane facility in the event that the adult supervisor loses the key.)
- The **City** agrees that the adult supervisor will schedule time with the **KMC - DRS** Certified Pool Operator to receive instruction in KMC pool policies and procedures.
- The **City** agrees to limit staff and client access within the McGrane Building to: the pool, the men's locker room, the women's locker room, the west entrance, the west lobby, the west waiting and vending area, and the connecting hallways. No staff or

clients are allowed behind the west reception desk or in the pool staff office. Further, federal health care privacy regulations forbid pool users for accessing computers, entering patient records files, or reviewing any **KMC - DRS** written records or materials that may have been inadvertently left lying about.

- The **City** agrees to provide onsite supervision and a Certified Life Guard on the pool deck at all times during pool use pursuant to this agreement.
- The **City** agrees to abide by the scheduled pool times offered by **KMC - DRS**.
- The **City** agrees to be responsible for hiring, training, paying and assuring competency of all instructors involved with lessons provided during pool use time.
- The **City** agrees to be completely responsible for the actions of their supervisors and instructors.
- The **City** agrees to be completely responsible for all notifications, consents and patron education about pool rules regarding aquatic classes and/or programs.
- The **City** agrees to share all such written information with **KMC - DRS** representatives for review and editing prior to dissemination to patrons.
- The **City** agrees to schedule all participant registrations or sign-ups offsite from the McGrane Building unless an onsite registration is requested and approved from **KMC - DRS** representatives.
- The **City** agrees that any and all community/participant telephone communication will occur via the Park and Recreation telephone number(s), exclusively, and that **KMC - DRS** telephone numbers will not be referenced in any Coeur d'Alene Park and Recreation literature.
- The **City** agrees to be completely responsible for collecting and managing all program fees from participants.
- The **City** agrees to provide all of their own equipment necessary for their water programs.
- The **City** agrees to accurately record the facility utilization time as being from the time they unlock the doors to enter the McGrane Building until the time when they lock the doors when finally exiting the McGrane Building.

#### **INDEMNIFICATION:**

- Kootenai Health, **KMC - DRS** and the **City** have discussed the risks, rewards, benefits and associated **KMC - DRS** fees for service. It is agreed to allocate all risks such that parties agree, to the fullest extent permitted by law, that the parties to this agreement shall not be liable for any reliance upon any mistakes in any records or documentation.
- **KMC – DRS**, on behalf of Kootenai Health, shall indemnify and hold the **City** and the Park and Recreation Department harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim, or action, caused by, resulting from, or alleging the negligent or intentional acts or omissions of Kootenai Medical Center or **KMC - DRS** employees or any failure to perform any obligation undertaken or any covenant made by Kootenai Health under this Agreement.
- The **City** shall indemnify and hold Kootenai Health and **KMC - DRS** harmless from any and all claims, actions, liabilities and expenses (including costs of settlements, judgments, court costs and attorney fees), regardless of the outcome of such claim or action, caused by, resulting from, or alleging the negligent or intentional acts of

omissions of the **City** or its employees, or any failure to perform any obligation undertaken or any covenant made by the **City** under this Agreement.

**TERM & TERMINATION:**

This Agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice delivered by certified mail or in person to one of the individuals identified by their signature to this Agreement. This Agreement will continue for a period of one (1) calendar year from 3 September 2010 until 2 September 2011. This Agreement does not automatically renew, thereby facilitating requisite changes to the terms and rates.

This Agreement must be reviewed and may be amended with both party representatives acknowledging their agreement by their signatures, and date of signature, as indicated below.

**BILLING RATE/REIMBURSEMENT:**

The **City** agrees to a term of use beginning 3 September 2010 and ending 2 September 2011.

The **City** agrees to pay **KMC - DRS** for pool rental at a reimbursement rate of \$80.00 per rental day and agrees to a schedule usage that does not conflict with current rehabilitation activities and classes. New requests or changes to schedule will be submitted and discussed at least 4 weeks prior to start up.

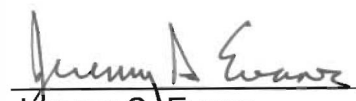
The **City** agrees to provide **KMC – DRS**, by the tenth (10<sup>th</sup>) day of the month, with a detailed report on the date the facility was used and the number of hours it was used each day for the previous month.

The **City** will be mailed a detailed billing invoice the seventeenth (17<sup>th</sup>) day of the month reflecting charges for the previous month's facility utilization.

The **City** agrees to reimburse **KMC - DRS** within thirty (30) days of receipt of the billing invoice.

**For Kootenai Medical Center:**

  
\_\_\_\_\_  
Sue Donaghue  
Director of Rehabilitation Services

  
\_\_\_\_\_  
Jeremy S. Evans  
Vice President Professional Services

**For the City of Coeur d'Alene:**

\_\_\_\_\_  
Sandi Bloem, Mayor  
City of Coeur d'Alene

\_\_\_\_\_  
Attest: Susan K. Weathers  
Clerk

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: Steve Childers, Captain

DATE: September 21, 2010

RE: AGREEMENT FOR DOG SHELTER SERVICES WITH KOOTENAI HUMANE SOCIETY

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Decision Point: City Council to re-new an agreement with the Kootenai Humane Society (KHS) to shelter dogs picked up by an animal control officer in Coeur d'Alene.

History: In May 2008, the City entered into an agreement with KHS for them to shelter dogs picked up by our animal control officers in the city limits of Coeur d'Alene. The KHS shelter's our dogs at its current facility located on Ramsey Road in Hayden near the airport.

The contract was renewed in the fall of 2009.

Financial Analysis: The original agreement with the KHS was a one-time fee of \$95.00 per dog for a five day stay. In the proposed agreement, KHS has agreed to reduce our fees to \$85.00 per dog for a five day stay, however the City will not be charged for any dog redeemed by the owner within the five days. Current redemption rate, as of the July 2010 invoice, is 42%. As you can see, the proposed changes indicate a decrease in our obligation to the Kootenai Humane Society. Currently we are not seeking any change in animal control fees set by the City.

Any additional days required by the City will have a \$20.00 per day charge. Kootenai Humane Society will collect all impound fees as per their fee schedule and may collect City citation fees. In addition, if we choose to bring an animal to KHS for euthanasia and disposal there will be a fee of \$25.00. There will be a fee of \$15.00 for each deceased animal brought to KHS by the CITY for disposal.

KHS will verify current rabies vaccinations and confirm that all dogs are licensed prior to redemption.

Performance Analysis: With approval of this contract, the City will benefit from the experience level of KHS staff as well as the facility they provide.

Decision Point: Request that City Council approve the renewal of this agreement with the Kootenai Humane Society for the sheltering of dogs picked up by our animal control officer.

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is made and entered into this **21<sup>st</sup> day of September, 2010**, by and between the **KOOTENAI HUMANE SOCIETY, INC.** hereinafter referred to as “KHS”, P.O. Box 1005, Hayden, Idaho 83835, an Idaho non-profit corporation, and the **CITY OF COEUR D’ALENE**, a municipal corporation, hereinafter referred to as the “CITY”.

**WHEREAS**, KHS currently operates an animal shelter facility which provides impound, board, and care for impounded dogs; and

**WHEREAS**, CITY has in accordance with City Code Sections 6.05 and 6.06 adopted an ordinance for the control of the dog population within its boundary, which includes the seizure and impoundment of dogs under certain circumstances; and

**WHEREAS**, CITY does not presently have its own facility in which to house impounded dogs; and

**WHEREAS**, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by CITY; and

**WHEREAS**, CITY desires to enter into an agreement with KHS for the sheltering of dogs impounded by CITY at the KHS facilities,

**NOW, THEREFORE**, the parties agree as follows:

**1. TERM:** The term of this agreement shall be one (1) year, commencing September 1, 2010 and expiring at midnight, August 31, 2011. This Agreement may be renewed for additional one-year terms with 60 days written notice by the CITY prior to expiration of the annual term. Any renewal shall be on the same terms and conditions set forth herein, unless otherwise amended in writing executed by both parties.

**2. CONSIDERATION:** As consideration for the services to be provided by KHS pursuant to this agreement, CITY agrees to pay to KHS

- a. A fee of \$85.00 per dog not claimed by the dog’s owner within 5 days held at the shelter on CITY’S behalf for services pursuant to this Agreement unless otherwise specified herein.
- b. A fee of \$85.00 per dog plus \$20.00 per day after five (5) working days for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes. For purposes of this agreement, “working day” shall mean a day when KHS is open to the public.

- c. A fee of \$25.00 for each dog or cat brought to KHS by the CITY for euthanasia and disposal.
- d. A fee of \$15.00 for each dead animal brought to KHS by the CITY for disposal.

KHS shall submit a monthly statement by the 10<sup>th</sup> day of each month with an accounting of all fees accrued on behalf of the CITY, and all amounts owed to KHS by the CITY for the dogs held at the shelter for the previous month. CITY agrees to pay KHS the amount owed to KHS by the 1<sup>st</sup> Monday following submittal of the accounting from KHS.

### **3. SERVICES:**

A. KHS agrees to issue dog license tags to CITY residents on behalf of the CITY during the hours the Shelter is open for CITY business for impounded unlicensed dogs prior to releasing the dog to its owner. KHS shall process license applications as directed by the CITY and shall be compensated the license fee for each properly completed application. KHS will send out renewal letters for renewing CITY licenses on a monthly basis.

B. KHS agrees to house all dogs impounded by CITY at KHS's Animal Shelter, located at 11650 N RAMSEY RD, HAYDEN, ID, 83835 hereinafter referred to as "Shelter", or at such other location as KHS may acquire and/or operate as an animal shelter during the term of this Agreement, and to house those animals under the following terms and conditions:

1. Hours of Operation. The Shelter shall be open to the public for CITY business seven days per week, at a minimum from Noon to 6:00 p.m. week days and weekends, except for recognized CITY holidays when the Shelter may be closed.
2. Shelter Conditions. The shelter shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by KHS shall be provided in accordance with local laws and the laws of the State of Idaho. The KHS shall use humane methods in the care, euthanasia and disposition of any animal coming under its jurisdiction.
3. Animal Confinement – Impound Time Requirements. The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.
  - a. Lost or Stray Dogs - KHS shall hold an impounded lost or stray dog for not less than five (5) working days, or KHS or CITY has other reason to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
  - b. Quarantined or evidence dogs. KHS shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the



- c. CITY may increase any minimum holding period by providing verbal/ written notice to KHS. Any request by CITY to increase holding periods will result in fees described in SECTION 2 of this Agreement.
- d. Upon expiration of minimum holding periods, all dogs shall become the property of KHS.
- e. At the completion of hold periods no further charges or fees shall accrue to CITY.

#### 4. Disposition of Animals

- a. KHS may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog not claimed by its owner or custodian within the prescribed holding period.
- b. Dogs relinquished by their owners shall be immediately transferred to the KHS for consideration for its adoption program or other disposition.
- c. Injured or diseased dogs, or newborn dogs unable to feed themselves, may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded dogs from exposure to a contagious disease. For these purposes, a disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition.
- d. Any CITY dog that becomes property of KHS and is adopted through the KHS adoption program shall be altered prior to its release to its new owner. KHS may accept a SPAY/NEUTER deposit in lieu of spaying or neutering a dog prior to adoption if KHS determines the circumstances, such as age or health of the dog, warrant release without surgery.

#### 5. Animal Retrieval

- a. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS shall collect from that person any relevant fees established by city ordinance. Such fees shall accrue to KHS. CITY will provide KHS with a current copy of its fee schedule setting forth relevant dog impound fees.

- b. Prior to KHS delivering an impounded dog to anyone claiming a CITY impounded dog during the minimum holding period, KHS will notify the owner of the CITY's citation issued. Such fees shall accrue to CITY.
  - c. KHS shall verify a current rabies vaccination and license on all claimed dogs. KHS shall verify that license is current or issue a new license before a dog can be released. KHS shall require claimant to sign claim form provided by CITY before dog can be released.
  - d. When releasing other dogs impounded by CITY, KHS shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a vaccination record signed by a veterinarian or similar identification.
6. Veterinary Services CITY impounded dogs which are diseased or injured shall receive veterinary care by KHS not to exceed actual costs of \$100.00. CITY will be responsible for the costs of these services. A disease or injury is a condition causing great threat or harm to the dog or other dogs, or causing unnecessary suffering or pain. Dogs exhibiting disease or injury should first be provided appropriate medical treatment, or in extreme cases, considered for other disposition only after notification to and concurrence with CITY.

#### **4. RECORD KEEPING:**

A. KHS shall maintain an accounting of all dogs received from CITY, services rendered and fees collected. Invoices shall be issued by KHS for all fees received on behalf of the CITY. The accounting shall include the intake and disposition of all dogs received on behalf of the CITY, and licenses issued or renewed. Said accounting shall be delivered monthly to CITY's designee.

B. CITY reserves the right to review all records and conduct an audit of KHS's records relating to CITY impounded dogs and services rendered on behalf of CITY by KHS.

#### **5. TERMINATION:**

A. Termination for Convenience. Either party may terminate this Agreement upon 90 days written notice to the other party. Within 90 days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.

B. Termination for Default. In the event that KHS fails to provide services or follow CITY procedures and practices as required by this Agreement, CITY may terminate this Agreement for cause without giving 90 days written notice. Prior to termination the CITY shall provide written notice to KHS of such default for failure to provide services or follow CITY procedures or practices and give KHS (30) days from the date of written notification to cure the

**6. INDEMNIFICATION AND INSURANCE:** To the extent permitted by law, CITY and KHS each agree to save, indemnify, defend and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs and expenses and liabilities incurred in or from any such claim arising out of the performance of this Agreement, and attributable to the negligent actions of the indemnifying party. KHS, as the service provider, shall promptly notify CITY of any such claims of which it has knowledge and shall cooperate fully with CITY or its representatives in the defense of the same.

KHS shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, or damages because of injuries or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, or anyone directly or indirectly employed by KHS. The minimum amount of insurance shall be Five Hundred Thousand Dollars (\$500,000). KHS shall name the CITY as additional insured.

All insurance required under this section shall be maintained in full force and effect at each party's expense until this Agreement terminates. Certificates of insurance and/or evidence of financial responsibility will be provided to the other party upon request, and shall name the other party as additionally covered as appropriate.

**7. SEVERABILITY:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable as agreed upon by the parties.

**IN WITNESS HEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

**CITY OF COEUR D' ALENE**

**KOOTENAI HUMANE SOCIETY INC.**

\_\_\_\_\_  
Sandi Bloem, Mayor  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF IDAHO     )  
  ) ss.  
County of Kootenai     )

On this 21<sup>st</sup> day of September, 2010 before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weatherrs**, 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 Notary Seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF IDAHO     )  
  ) ss.  
County of Kootenai     )

On this \_\_\_\_\_ day of September, 2010 before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the President, of **Kootenai Humane Society**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY COUNCIL**  
**STAFF REPORT**

**Date:** Sept 21, 2010

**From:** Kirk Johnson, Network Systems Admin

**RE:** Construction of Fiber and Conduit – WWTP to Kootenai County Admin

---

**Decision point:**

To award contract for the construction of a fiber optic cable and conduit from the new Wastewater administration offices, to Kootenai County Administration offices; this will connect the Wastewater Treatment Plant campus to the Cities fiber network.

**History:**

The Wastewater treatment plant is currently connected over a wireless link that has non line of site between endpoints. It can't provide enough bandwidth or reliability to support the additional staff moving into the new Wastewater Administration offices.

Kootenai County and the City of Coeur d Alene have previously shared fiber leases to interconnect our agencies, and provide data connections between buildings.

**Financial Analysis:**

The winning bid of \$36,884 was placed by Thorco, Inc.

Wastewater has budgeted \$125,000 to complete this construction.

As an alternative to owning this section of fiber:

Leasing fiber into the Wastewater campus would cost approximately \$700 per month, + and still require initial build out costs of \$15,000 to \$45,000.

**Performance Analysis:**

The Wastewater department needs this link for VOIP communications, email, database access, file sharing, and internet.

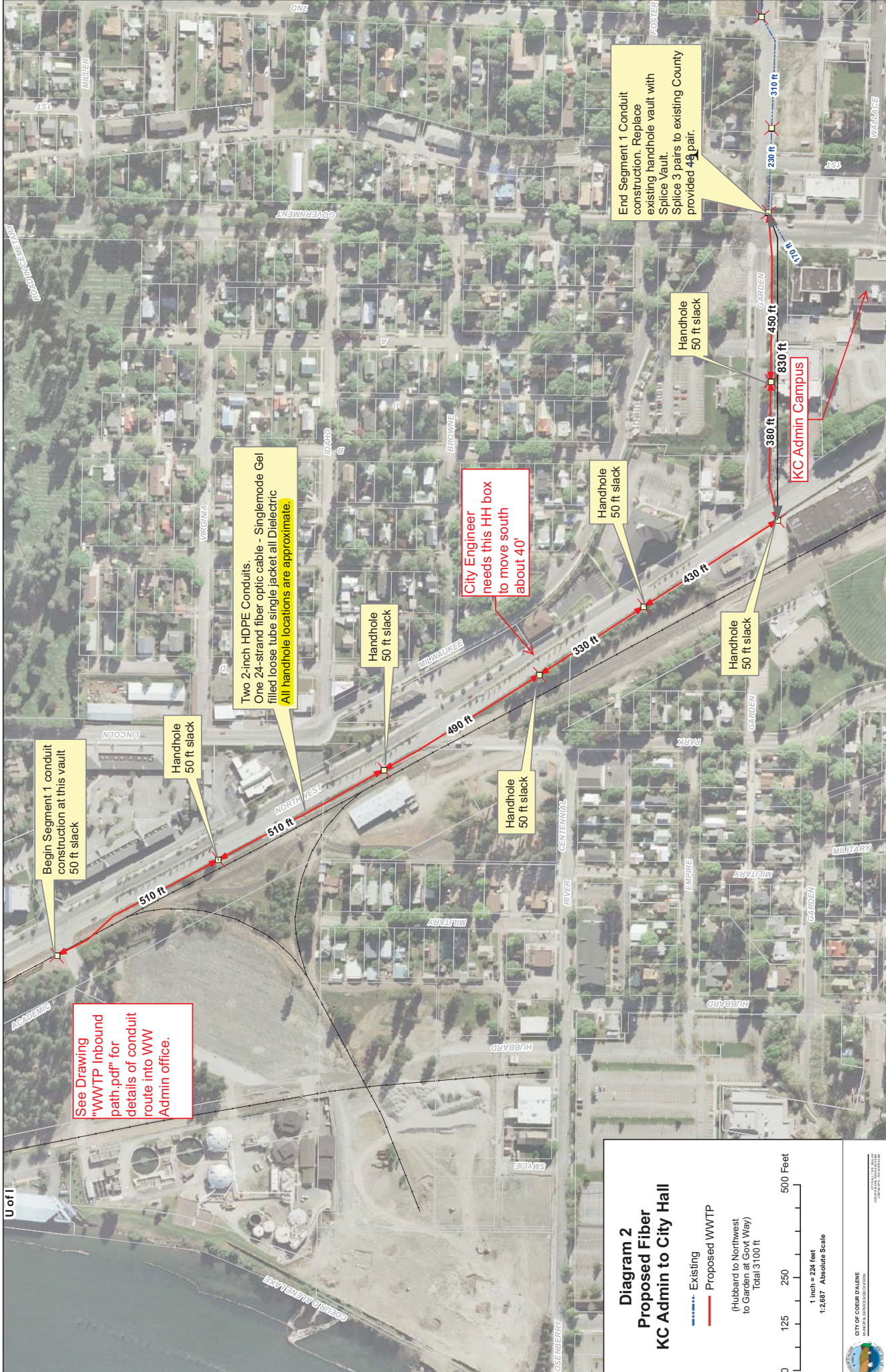
**Quality of Life Analysis:**

High speed fiber connections are needed for sharing information between agencies.

**Decision point/recommendation:**

Approve and sign the provided contract to allow for installation of the conduit and fiber optic cable.





Begin Segment 1 conduit construction at this vault  
50 ft slack

Handhole  
50 ft slack

Two 2-inch HDPE Conduits.  
One 24-strand fiber optic cable - Singlemode Gel filled loose tube single jacket all Dielectric  
All handhole locations are approximate.

Handhole  
50 ft slack

City Engineer needs this HH box to move south about 40'

Handhole  
50 ft slack

Handhole  
50 ft slack

Handhole  
50 ft slack

Handhole  
50 ft slack

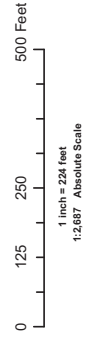
End Segment 1 Conduit construction. Replace existing handhole vault with Splice Vault.  
Splice 3 pairs to existing County provided 48 pair.

See Drawing "WWTP Inboard path.pdf" for details of conduit route into WW Admin office.

KC Admin Campus

### Diagram 2 Proposed Fiber KC Admin to City Hall

- Existing
- Proposed WWTP (Hubbard to Northwest to Garden at Govt. Way)  
Total 3100 ft



## CONTRACT

THIS CONTRACT, made and entered into this 21<sup>st</sup> day of September, 2010, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **THORCO, INC**, a corporation duly organized and existing under and by virtue of the laws of the state of IDAHO, with its principal place of business at PO BOX 2167, COEUR D'ALENE, ID 83816, hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for **Fiber and Conduit from Wastewater Treatment Plant to Kootenai County Administration Building** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the City of Coeur d'Alene, as hereinafter set forth, the **CONTRACTOR** shall complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** 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 **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** 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.



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

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **THIRTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS and zero/cents** (\$36,884.00).

Partial payment shall be made on the fourth Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The number of calendar days allowed for completion of the Contract work shall be **90** calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the **CONTRACTOR** shall fail to complete the work within the above time limit, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the **CONTRACTOR** must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the **CONTRACTOR**, in which case the **CONTRACTOR** may employ ten percent (10%) nonresidents; provided, however, in all cases the **CONTRACTOR**, must give preference to the employment of bona fide residents in the performance of said work.

The **CONTRACTOR** further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:



1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
- B) Information For Bidders
- C) Bid Proposal
- D) Bid Bond
- E) Bidding Forms as Required
- F) Contract
- G) Labor and Materials Payment Bond
- H) Performance Bond
- I) Notice of Award
- J) Notice to Proceed
- K) Change Order
- L) General Conditions
- M) Technical Specifications
- N) Special Provisions

- O) Plans
- P) Addenda

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said **CITY**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:  
THORCO, INC**

\_\_\_\_\_  
Sandi Bloem, Mayor

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 21<sup>st</sup> day of September, 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 for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_ day of September, 2010, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **THORCO, INC.**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

DATE: September 14, 2010  
TO: MAYOR AND CITY COUNCIL  
FROM: PLANNING DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: OCTOBER 19, 2010

---

Mayor Bloem,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
0-4-10	Applicant: City of Coeur d'Alene Request: Amendment to the Shoreline ordinance	Recommended approval	Legislative

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **October 19, 2010**

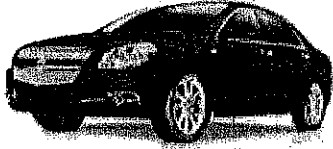
JS:ss



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### 1987 BLUE WATER BOATS BLAZER OPEN BOW

September 09, 2010

#### Boats and Personal Watercraft

Length:	16'	Beam:	6' 9"
Model Name/Description:	BLAZER OPEN BOW	Engine:	1
Boat Type:	Stern Drive Power Boat		130 HP
Hull Material:	Fiberglass		Gasoline
		Net Weight:	1900

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## PRICING

### Base Price

Low Retail      Average Retail

\$1,460      \$1,590

### Options

#### Power Boat: CANVAS

Boat Cover - 15 ft. thru 19 ft.      \$70      \$80

### TOTAL PRICE

**\$1,530      \$1,670**

Suggested List: \$10,578


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Good



ISSUE DATE: 01/15/2010

## IDAHO DEPARTMENT OF PARKS & RECREATION

REGISTRATION: ID4780T      VALIDATION: B2010-004764

#### FEES:

Registration \$ 10.00

Admin Fees 0.00

Adjustments +/- 0.00

**TOTAL \$ PAID 10.00**

#### BOAT INFORMATION:

HIN BWYMR273J687	YEAR 1987	MAKE BWY	MODEL	DESCRIPTION	H.P. 0.0
	LENGTH 16 FT		HULL Fiberglass	PROP Inboard	
	FUEL Gasoline		USETYPE Government	BODY OpenBoat	

STATE OF PRINCIPAL USE - ID	PRIMARY USE - 28	SECONDARY USE -
--------------------------------	------------------	-----------------

OWNER #1	OWNER #2
----------	----------

CITY OF COEUR D ALENE WWTP  
710 E MULLAN AVE  
COEUR D ALENE ID 83814

EXPIRES: 12/31/2010

Signature

Date

EXPIRES:

MUST BE CARRIED DURING OPERATION

MUST BE SIGNED TO BE VALID

**CITY COUNCIL  
STAFF REPORT**

**DATE:** September 21, 2010  
**FROM:** David E. Shults, Capital Program Manager DES  
**SUBJECT:** Solicitation of Bids for WWTP Secondary Clarifier #2 Coating Refurbishment

=====

**DECISION POINT:**

City Council is requested to approve the plans and specifications for refurbishment of the protective coatings on secondary clarifier #2, and to authorize requests for bids.

**HISTORY:**

In the past three years, the wastewater department began a coating refurbishment program for several key process structures. Digesters #2 and #4, and Secondary Clarifier #1 have been refurbished. Secondary Clarifier #2 was constructed in 1985, and due to the corrosive environment, is now in need of coating refurbishment. Coatings are failing and are subjecting the steel structural components to deterioration. The City's wastewater engineering consultant, HDR Engineering contracted with the City to provide specifications and other engineering services for refurbishment of this process structure. Refurbishment specifications are now ready for the contractor bid process. Work should commence as soon as possible in November, 2010.

**FINANCIAL ANALYSIS:**

Estimate for Coating Refurbishment on Secondary Clarifier #2

City Admin Expenses	500
Engineering	\$44,000
Special Inspection	1,500
Contractor Cost, including contingency	<u>294,000</u>
Total	\$340,000

Funding            The current year FY 2009/10 budget includes \$685,000 for coating refurbishment of digesters and clarifiers, including the engineering assistance. The proposed budget for FY 2010/11 includes \$340,000 for this project

**DISCUSSION:**

Secondary clarifier #2 is an open cylindrical concrete tank 75 feet in diameter and 21 feet deep. The steel clarifier mechanism is made up of weirs, baffles, rakes, rake arms, and troughs. This clarifier is very instrumental in the treatment plant process, and must be protected. Work will include cleaning and concrete surface preparation, tenting and heating, sand blasting of existing coatings, application of new coatings, and special NACE inspection to assure adequate surface preparation and coverage. Refurbishment of the clarifier coatings must be accomplished as quickly as possible to reduce the risk of further deterioration and to restore the critically necessary clarifier capacity. The work must be done during cold weather to allow taking the clarifier out of service during the least critical time of need. Work during cold weather, however, will require more expensive painting techniques that involve tenting and heating.

**DECISION POINT/RECOMMENDATION:**

City Council is requested to approve the plans and specifications for refurbishment of the protective coatings on secondary clarifier #2, and to authorize requests for bids.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** September 21, 2010  
**FROM:** Christopher H. Bates, Engineering Project Manager  
**SUBJECT:** Hamilton Woods, Final Plat Approval



---

**DECISION POINT**

Staff is requesting the following:

1. City Council approval of the final plat document, a four (4) residential subdivision.

**HISTORY**

- a. Applicant: Habitat for Humanity of North Idaho, Inc.  
176 W. Wyoming Avenue  
Hayden, ID 83835
- b. Location: South side of Hazel Avenue, +/- 160' west of 12<sup>th</sup> Street.
- c. Previous Action: Preliminary plat approval – August 2010.

**FINANCIAL ANALYSIS**

There are no financial issues with this subdivision.

**PERFORMANCE ANALYSIS**

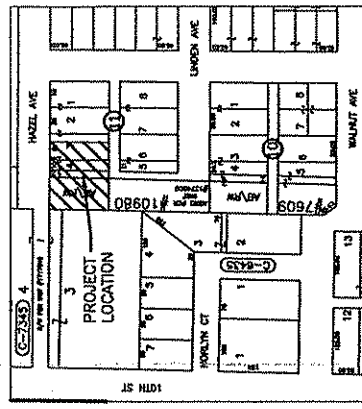
There are no infrastructure developments that need to be addressed. All required improvements were previously installed during the site development process.

**DECISION POINT RECOMMENDATION**

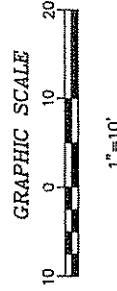
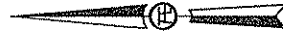
Approve the final plat document.

# HAMILTON WOODS

LOTS 3 AND 4 AND VACATED ALLEY OF BLOCK 11 OF ROCHE PARK ADDITION, AND A PORTION OF ABANDONED RAILROAD RIGHT OF WAY LOCATED IN THE SE1/4 OF SEC. 12, TWP. 50N., R.4W., B.M., CITY OF COEUR D' ALENE, KOOTENAI COUNTY, ID.

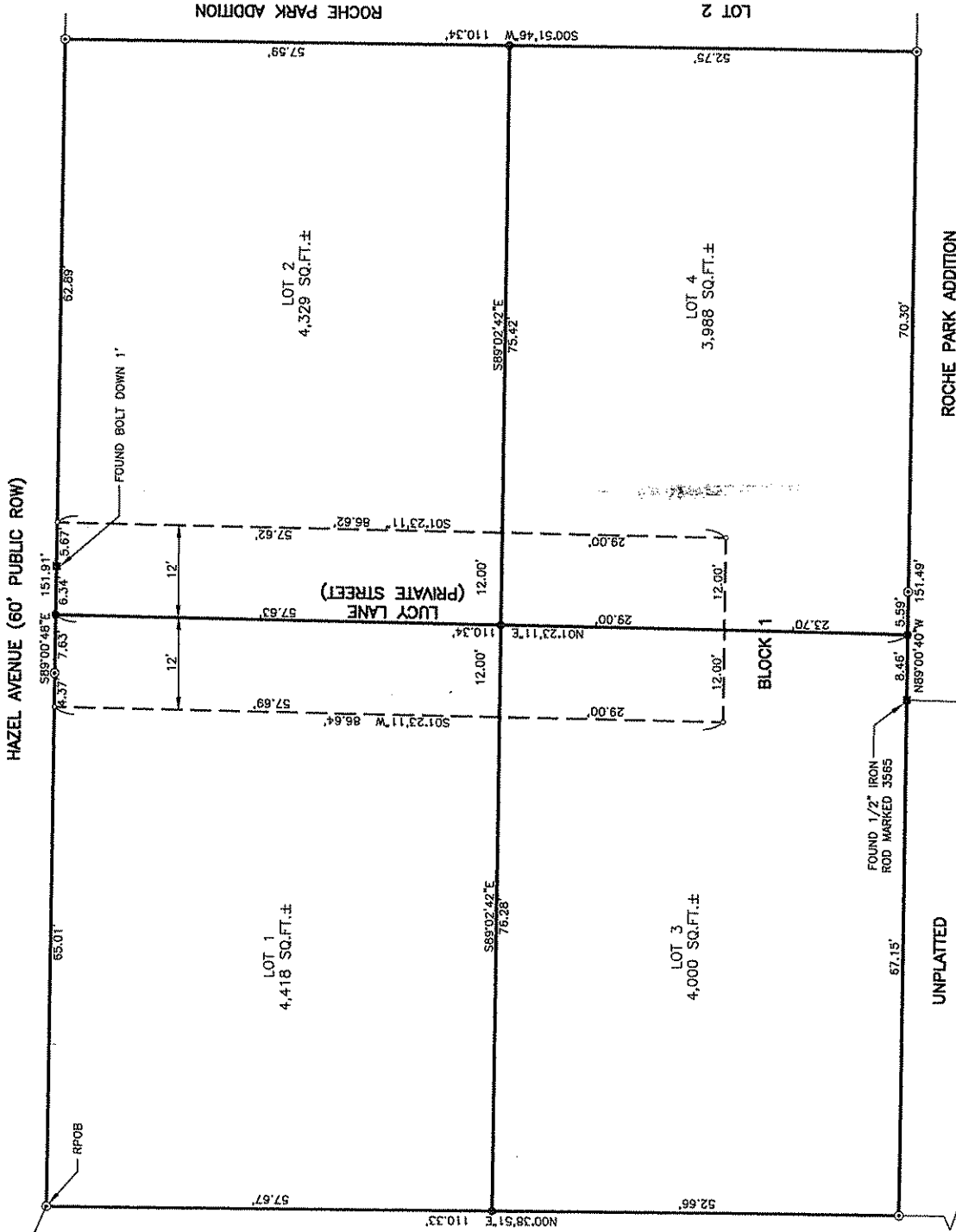


VICINITY MAP (NTS)



### LEGEND

- SET 1/2" DIA. X 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED PLS 4565.
- FOUND 5/8" IRON ROD MARKED PLS 4194.
- FOUND MONUMENT AS NOTED.



### NOTES

1. ALL DISTANCES ARE IN U.S. FEET.

### BASIS OF BEARING

BASIS OF BEARING IS N00°44'40"E BETWEEN THE S1/4 AND CENTER 1/4 CORNER OF SECTION 12 PER CITY OF COEUR D' ALENE CONTROL MAP.

UNPLATTED

ROCHE PARK ADDITION

### SURVEYS OF RECORD & PRIOR SURVEYS

1. RECORD OF SURVEY - A PORTION OF NE1/4 OF SEC 35, BOOK 26, PAGE 177, 2009.
2. PLAT OF ROCHE PARK ADDITION, BOOK B, PAGE 135.

### TATE ENGINEERING

1103 N. 4TH STREET, COEUR D' ALENE, IDAHO, 83814  
 (208) 876-8708 FAX: (208) 887-2129

PROJECT NO.: 09.077 DATE: 6/28/10

SCALE: 1" = 10'

CHECKED: DMW

DRAWN BY: DCH

C 1/4 CORNER SECTION 12 FND 2" ALUM CAP PER CP&F #1043079

(BASIS OF BEARING) N00°44'40"E 2844.62

S 1/4 CORNER SECTION 12 FND 1" IRON PIPE IN MON BOX PER CP&F #2014464

FOUND 1/2" IRON ROD MARKED 3565

FOUND 5/8" IRON ROD



# HAMILTON WOODS

LOTS 3 AND 4 AND VACATED ALLEY OF BLOCK 11 OF ROCHE PARK ADDITION, AND A PORTION OF ABANDONED RAILROAD RIGHT OF WAY LOCATED IN THE SE1/4 OF THE SE1/4 OF SEC. 12, TWP. 50N., R.4W., B.M., CITY OF COEUR D' ALENE, KOOTENAI COUNTY, ID.

**CERTIFICATE OF OWNERS**

KNOW ALL MEN BY THESE PRESENTS: That Habitat For Humanity of North Idaho, INC. is the owner of the property hereinafter described and intend to include said property in said plat.  
 Lots 3 and 4, and a portion of the vacated alley of Block 11 of Roche Park Addition (recorded in Book B of Plats at page 136, records of Kootenai County, Idaho) and a portion of abandoned railroad right of way situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, Township 50 North, Range 4 West, B.M., City of Coeur d' Alene, Kootenai County, Idaho described as follows:  
 Commencing at the South Quarter Corner of said Section 12, thence along the northerly line of said Section 13 and 12 North 00°44'40" thence a distance of 2644.62 feet;  
 thence South 41°06'31" West a distance of 1987.28 feet to the intersection of the westerly line of the vacated right of way  
 with the southerly right of way of Hazel Avenue, said point being the REAL POINT OF BEGINNING.  
 thence along said southerly right of way South 89°00'48" East a distance of 151.91 feet;  
 thence leaving said southerly right of way along the easterly line of said Lot 2 South 00°31'46" West a distance of 110.34 feet;  
 thence leaving said southerly right of way along the southerly line of said Block 11 and it's westerly extension thereof North 89°00'40" West a distance of 151.49 feet;  
 thence leaving said westerly extension along the westerly line of said abandoned railroad right of way North 00°39'51" East a distance of 110.33 feet to the REAL POINT OF BEGINNING.  
 Comprising of 0.384 acres, more or less, Lucy Lena, as shown on this plat is not dedicated to the public but is reserved to the lots within this platting as an easement for private street and utility purposes. This plat will be provided with water and sewer service by the city of Coeur d' Alene.

Habitat for Humanity of North Idaho, INC  
 by: Eula Hickman, Chairperson

Habitat for Humanity of North Idaho, INC  
 by: Rickford Shipman, Board Member

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ ss.  
 County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the said State, personally appeared Eula Hickman and or Rickford Shipman, known or identified to me to be the Chairperson(s) and board member(s) of Habitat for Humanity of North Idaho, INC that executed the foregoing instrument and acknowledged to me that such company executed the same.

Notary Public for \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 Commission Expires \_\_\_\_\_

**CITY OF COEUR D' ALENE**

This plat has been examined by the Coeur d' Alene City Council and is hereby approved for filing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Approval and recording of this plat for Owner and/or Assignees does not guarantee availability of sewer treatment plant capacity, or of subsurface treatment. Sewer treatment plant capacity is filed on a first come, first serve basis based on the time of application for building permit, unless the City of Coeur d' Alene adopts a policy modifying the same.

Mayor - City of Coeur d' Alene

Attest: Clerk - City of Coeur d' Alene

Engineer - City of Coeur d' Alene

**COUNTY TREASURER**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the required taxes on the herein platted land have been paid through \_\_\_\_\_  
 Kootenai County Treasurer

**COUNTY RECORDER**

I hereby certify that this Plat of Hamilton Woods was filed for record in the office of the Recorder of Kootenai County, Idaho at the request of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Plat Book \_\_\_\_\_ at Pages \_\_\_\_\_ and \_\_\_\_\_ as Instrument Number \_\_\_\_\_

Kootenai County Recorder

**SURVEYOR'S CERTIFICATE**

I, Ernest M. Warner, do hereby certify that I am a Registered Professional Land Surveyor, licensed by the State of Idaho and that this plat of Hamilton Woods was prepared from an actual survey made on the ground under my supervision and accurately represents the points platted herein, and is in conformity with the State of Idaho Code relating to plats and surveys.

ERNEST M. WARNER, P.L.S.  
 RES. NO. 4565

**HEALTH DISTRICT APPROVAL  
 SANITARY RESTRICTIONS**

Sanitary Restriction according to Idaho Code 50-1326 to 50-1329 is imposed on this Plat. No building, dwelling, or shelter shall be erected until Sanitary Restriction Requirements are satisfied and lifted.

This plat approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Panhandle Health District 1

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QJPE) representing the City of Coeur d' Alene and the QJPE approval of the design plan and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. No building shall be erected until this approval, no drinking water extensions or sewer extensions were constructed or if the developer is simultaneously constructing permits for drinking water extensions and sewer extensions, the sanitary restrictions may be reimposed, in accordance with Section 50-1326 Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic shall be allowed.

Panhandle Health District 1

Sanitary Restriction satisfied and lifted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY SURVEYOR**

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I have examined this Plat of Hamilton Woods and approved the same for filing.



Kootenai County Surveyor

**TATE ENGINEERING**  
 1103 N. 4TH STREET, COEUR D' ALENE, IDAHO, 83814  
 (208) 676-8706 FAX: (208) 687-2129

PROJECT NO.: 08.077	DATE: 6/28/10	SCALE: N/A
DRAWING: 09.079LPLAT	CHECKED: EMW	DRAWN BY: DCH

**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 0514386  
 Date to City Council: 7/21/2010  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Hu \_\_\_\_\_

Date that you would like to begin alcohol service

ASAP - Sept 21<sup>st</sup>, 2010

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 checked="" type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only \$12.50 Beer- Draft, can, bottled \$25 Consumed on premise, yes no Transfer from <u>Ida Deli LLC</u> to <u>Caruso's Deli LLC</u>	\$ <u>25<sup>00</sup></u>

Business Name	<u>Caruso's <del>Delicatessen</del> Sandwich Co CDA Stone</u>
Business Mailing Address	<u>202 W Ironwood Dr. #A</u>
City, State, Zip	<u>CDA, ID 83814</u>
Business Physical Address	<u>Same</u>
City, State, Zip	
Business Contact <u>Vince Caruso</u>	Business Telephone: <u>(208) 765-1001</u> Fax: <u>(208) 765-1085</u>
License Applicant	<u>Caruso's Deli LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Vince Caruso - member</u> <u>Chelle Caruso - member</u>

OTHER BUSINESS

CITY OF COEUR D'ALENE

LOCAL IMPROVEMENT DISTRICT NO. 149 BONDS, 2010  
\$125,320.81

COUNCIL BILL NO. 10-1020  
ORDINANCE NO. 3394

AN ORDINANCE of the City of Coeur D'Alene, Idaho, authorizing the issuance and sale of the City's Local Improvement District No. 149 Bonds, 2010, in the aggregate principal amount of \$125,320.21, payable from assessments on property within LID 149, establishing the terms of the bonds, authorizing the City to purchase the bonds, and fixing the interest rate on assessments in LID 149.

Passed: September 21, 2010

Prepared by:

K&L GATES LLP  
Coeur d'Alene, Idaho, and Spokane, Washington

CITY OF COEUR D'ALENE  
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\*This Table of Contents and the cover page are not a part of the following Ordinance and are included only for the convenience of the reader.

COUNCIL BILL NO. 10-1020  
ORDINANCE NO. 3394

AN ORDINANCE of the City of Coeur D'Alene, Idaho, authorizing the issuance and sale of the City's Local Improvement District No. 149 Bonds, 2010, in the aggregate principal amount of \$125,320.21, payable from assessments on property within LID 149, establishing the terms of the bonds, authorizing the City to purchase the bonds, and fixing the interest rate on assessments in LID 149.

WHEREAS, by Ordinance No. 3346, passed by the City Council on December 2, 2008, the City Council of the City of Coeur D'Alene, Idaho (the "City") established Local Improvement District No. 149 ("LID 149") to provide financing for a portion of the cost of certain storm sewer service lines and street, curb and sidewalk improvements in Coeur D'Alene (as described in Section 3 of Ordinance No. 3346, the "Project"); and

WHEREAS, by Ordinance No. 3385, passed by the City Council on June 15, 2010, the assessment roll for LID 149 was confirmed in the amount of \$252,210.77, of which \$126,890.56 was paid during the 30-day prepayment period; and

WHEREAS, to finance the unpaid balance of the assessment roll, the City wishes to issue its Local Improvement District No. 149 Bonds, 2010 (the "Bonds") in the principal amount of \$125,320.21, as authorized by Sections 50-1722-1726, Idaho Code; and

WHEREAS, the City has determined that it is in the best interest of the City and owners of property within LID 149 for the City to purchase the Bonds on the terms set forth in this ordinance;

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

Section 1.     Definitions. As used in this ordinance the following words have the following meanings:

"Assessments" means the assessments levied in LID 149 pursuant to Ordinance No. 3385, installments of which are pledged to be paid into the Bond Fund and the interest and any penalties on which are to be paid into the Interest Fund, as provided in this ordinance.

"Bond Fund" means the City of Coeur d'Alene Local Improvement District No. 149 Bond Fund authorized to be created in the office of the Finance Director pursuant to Section 12 of this ordinance.

“Bond Register” means the registration records for the Bonds maintained by the Bond Registrar.

“Bond Registrar” means the Finance Director, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting the transfer of ownership of the Bonds and paying the principal of and interest on the Bonds.

“Bonds” means the City of Coeur D’Alene, Idaho, Local Improvement District No. 149 Bonds, 2010, issued pursuant to this ordinance.

“City” means the City of Coeur D’Alene, Idaho, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Idaho.

“Council” means the legislative authority of the City as the same shall be duly and regularly constituted from time to time.

“Finance Director” means the duly appointed Finance Director or Interim Finance Director of the City, which includes the Treasurer of the City, or the successor to the duties of these offices.

“Guarantee Fund” means the Local Improvement Guarantee Fund of the City authorized and maintained pursuant to Section 50-1762, Idaho Code, and Chapter 3.04 of the Coeur d’Alene City Code.

“Interest Fund” means the City of Coeur d’Alene Local Improvement District No. 149 Fund authorized to be created pursuant to Section 12 of this ordinance.

“LID 149” means Local Improvement District No. 149 established pursuant to Ordinance No. 3346 of the City passed on April 28, 2008.

“Project” means the improvements financed by LID 149, as described in Section 3 of Ordinance No. 3346 of the City.

“Project Fund” means the Construction Fund heretofore created in the office of the Finance Director to pay costs of the Project, including the cost of any interfund loans to cover costs of the Project.

Section 2. Authorization of Bonds. For the purpose of financing part of the cost of the Project, repaying interim funding for the Project, and paying costs of issuance of the Bonds, the City will issue its Local Improvement District No. 149 Bonds, 2010 (the “Bonds”) in the aggregate principal amount of \$125,320.21.

The Bonds will be dated the date of delivery, will be in fully registered form in denominations of \$1,000 or any integral multiple thereof within a single maturity (except for one Bond in the denomination of \$1,320.21), provided that no Bond may represent more than one maturity, will be numbered separately in such manner and with any additional designation as the

Bond Registrar deems necessary for purposes of identification, and will bear interest payable on August 1, 2011, and annually on each August 1 thereafter until the maturity or earlier redemption of the Bonds. The Bonds shall mature on August 1 in the following years and in the following amounts, bearing interest at the following rates:

Maturity Years (August 1)	Principal Amounts	Interest Rates
2011	\$ 11,320.21	4%
2012	12,000.00	4%
2013	12,000.00	4%
2014	12,000.00	4%
2015	13,000.00	4%
2016	13,000.00	4%
2017	13,000.00	4%
2018	13,000.00	4%
2019	13,000.00	4%
2020	13,000.00	4%

Interest on the Bonds shall be calculated based on a year of 360 days and twelve 30-day months.

The Bonds shall be an obligation only of the Bond Fund, Interest Fund and Guarantee Fund and shall not be a general obligation of the City.

Both principal of and interest on the Bonds are payable in lawful money of the United States of America. Interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date. Principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the Registered Owners at the principal office of the Bond Registrar.

**Section 3. Bond Registrar.** The Finance Director is hereby appointed as registrar, paying agent and transfer agent for the Bonds (the "Bond Registrar"). The Bond Registrar shall keep sufficient records for the registration and transfer of the Bonds. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bonds to the purchaser, to transfer or exchange the Bonds in accordance with the provisions of the Bonds and this ordinance and to carry out all other duties of the Bond Registrar under this ordinance.

**Section 4. Redemption.** The City reserves the right to redeem the outstanding Bonds in whole or in part on any payment date, commencing on August 1, 2011, at the price of par plus accrued interest, if any, to the date of redemption, in such amounts as the Finance Director has cash in the Bond Fund to pay the same over and above the amount needed to pay the interest and principal due on the next principal payment date for the Bonds. The Bonds to be redeemed shall be selected by the Bond Registrar by lot and shall, in the event that less than all outstanding Bonds are to be redeemed, insofar as can be done taking into consideration the denominations of the outstanding Bonds, represent an equal amount of Bonds from each maturity outstanding at



the time of the redemption. The decision of the Bond Registrar in selecting the Bonds for retirement shall be conclusive in the absence of fraud.

In accordance with the preceding paragraph, portions of the principal amount of any Bond in installments of \$1,000 or any integral multiple of \$1,000 may be redeemed. If less than all of the principal amount of any Bond is redeemed, upon surrender of that Bond at the office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal amount thereof, a new Bond or Bonds, at the option of the Registered Owner, with like maturity and interest rate, in any of the denominations authorized by this ordinance.

Notice of any such intended redemption shall be given by the Bond Registrar on behalf of the City by first class mail, postage prepaid, at least 20 days prior to the redemption date to the registered owner of the Bonds at the address shown on the Bond Register. The requirements of this section shall be deemed complied with when notice is mailed regardless of whether it is actually received by the owner of the Bonds.

Interest on the portion of the Bonds so called for redemption shall cease to accrue on the date fixed for redemption.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. 1

\$ \_\_\_\_\_

STATE OF IDAHO  
CITY OF COEUR D'ALENE  
LOCAL IMPROVEMENT DISTRICT NO. 149 BOND, 2010

INTEREST RATE: 4%

MATURITY DATE: \_\_\_\_\_

REGISTERED OWNER: City of Coeur D'Alene

PRINCIPAL AMOUNT: \_\_\_\_\_ and \_\_\_/100 Dollars

Section 50-1723, Idaho Code, provides, in part, as follows:

“Liability of Municipality” The holder of any bond issued under the authority of this code shall have no claim therefore against the municipality by which the same is issued, except to the extent of the funds created and received by assessments against the property within any local improvement district as herein provided and to the extent of the local improvement guarantee fund which may be established by any such municipality under the provisions of this code, but the municipality shall be held responsible for the lawful levy of all special taxes or assessments herein provided and for the faithful accounting of settlements and payments of the special taxes and assessments levied for the payment of the bonds

as herein provided. The owners and holders of such bonds shall be entitled to complete enforcement of all assessments made for the payment of such bonds.

The City of Coeur D'Alene, Idaho (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, the Principal Amount indicated above and to pay interest thereon from the date hereof, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on August 1, 2011, and annually thereafter on each August 1 until the maturity or earlier redemption of this bond. Interest on this bond shall be calculated based on a year of 360 days and twelve 30-day months.

Both principal of and interest on this bond are payable in lawful money of the United States of America. Interest shall be paid by mailing a check or draft to the Registered Owner or assigns at the address shown on the Bond Register as of the 15th day of the month preceding the interest payment date. The principal of this bond shall be paid to the Registered Owner or assigns upon presentation and surrender of this bond at the office of the Finance Director of the City (the "Bond Registrar").

This bond is issued pursuant to Ordinance No. 3394 of the City passed on September 21, 2010 (the "Bond Ordinance"), to finance part of the costs of improvements constructed within Local Improvement District No. 149 of the City ("LID 149") and to repay interim funding for such improvements. Capitalized terms used in this bond and not otherwise defined herein have the meanings given those terms in the Bond Ordinance.

This bond is payable solely from the Bond Fund and Interest Fund established for the Bonds and from the Local Improvement Guarantee Fund of the City. The City has irrevocably obligated and bound itself to pay into the Bond Fund all assessments levied within LID 149 and into the Interest Fund all interest on assessments levied within LID 149.

This bond is not a general obligation of the City.

The bond is subject to redemption at a price of par in advance of its scheduled maturity at the option of the City, in whole, or in part in increments of \$1,000 (except for the first prepayment which may be in the minimum amount of \$1,320.21), on any interest payment date, from available money in the Bond Fund to pay the same over and above an amount sufficient for the payment of the principal of and interest next accruing on this bond.

Notice of any such intended redemption shall be given at least 20 days prior to the redemption date by first class mail, postage prepaid, to the registered owner of this bond to be redeemed at the address appearing on the Bond Register. The requirements of the Bond Ordinance shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether it is actually received by the owner of this bond. Interest on the portion of this bond so called for redemption shall cease to accrue on the date fixed for redemption

The City hereby covenants and agrees with the owner of this bond that it will keep and perform all the covenants of this bond and of the Bond Ordinance to be by it kept and performed. Reference is hereby made to the Bond Ordinance for the definitions of defined terms used herein.

Reference to the Bond Ordinance and any and all modifications and amendments thereto is made for a description of the nature and extent of the security for this bond, the funds pledged, and the terms and conditions upon which this bond is issued.

The City has designated this bond as a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance (as hereinafter defined) until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified and declared that this bond is issued pursuant to and in compliance with the Constitution and laws of the State of Idaho and ordinances of the City, and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Coeur D'Alene, Idaho, has caused this bond to be signed on behalf of the City with the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Treasurer, with both signatures attested by the manual or facsimile signature of the City Clerk, and has caused the seal of the City to be impressed or imprinted on this bond, as of this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF COEUR D'ALENE, IDAHO

By \_\_\_\_\_  
/s/ manual or facsimile  
Mayor

(SEAL)

By \_\_\_\_\_  
/s/ manual or facsimile  
City Treasurer

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This is one of the Local Improvement District No. 149 Bonds, 2010, of the City of Coeur D'Alene, Idaho, as described in the Bond Ordinance.

CITY OF COEUR D'ALENE, IDAHO,  
FINANCE DIRECTOR as Bond Registrar

By \_\_\_\_\_

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER OF TRANSFEREE

[Empty rectangular box for Social Security or Taxpayer Identification Number]

(Please print or typewrite name and address, including zip code, of Transferee)

the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ of \_\_\_\_\_, or its successor, as Bond Registrar to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

DATED: \_\_\_\_\_, \_\_\_\_\_.

SIGNATURE GUARANTEED:

Notice: Signature(s) must be guaranteed pursuant to law.

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

\* \* \* \* \*

Section 6. Execution of Bonds. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Treasurer, and attested by the manual or facsimile signature of the City Clerk, and shall have the seal of the City impressed or imprinted thereon.

Only a Bond that bears a Certificate of Authentication in the form set forth in Section 5, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

In case either of the officers who have executed a Bond cease to be such officer or officers of the City before the Bond so signed has been authenticated or delivered by the Bond Registrar, or issued by the City, that Bond may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bonds may

also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bonds are the proper officers of the City although at the original date of the Bonds any such person was not such officer of the City.

Section 7. Defeasance. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Bond Fund and Interest Fund, or in another special account held in trust by a trustee, cash or noncallable "government obligations" (as such term is now or hereafter defined in Section 57-504, Idaho Code), or any combination of cash and noncallable government obligations, in amounts and maturities which, together with known earned income therefrom, are sufficient to redeem or pay and retire the Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and noncallable government obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund and Interest Fund for the payment of the principal of and interest on that Bond. The owner of the Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and that Bond shall be deemed not to be outstanding under this ordinance.

Section 8. Tax Covenants; Special Designation. The City covenants with the Registered Owners of the Bonds that it will not use or invest the proceeds of the Bonds or any other funds of the City for any purpose or in any manner or take any other action that would cause the Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder (the "Code"), or would result in interest on the Bonds becoming taxable income to the Registered Owners thereof under Section 103 of the Code, or any other federal tax legislation that may be enacted into law.

The City hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The City does not expect to issue more than \$30,000,000 in qualified tax-exempt obligations during 2010.

Section 9. Lost or Destroyed Bonds. If any Bond is lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond of like amount, maturity and tenor to the Registered Owner upon the Registered Owner's paying the expenses and charges of the City and the Bond Registrar in connection with preparation and authentication of the replacement Bond and upon his or her filing with the Finance Director evidence satisfactory to the Finance Director that such Bond was actually lost, stolen or destroyed and of his or her ownership, and upon furnishing the City with indemnity satisfactory to the Finance Director.

Section 10. Payment of Assessments and Interest on Assessments. The City has heretofore levied Assessments in the total amount of \$252,210.77, of which \$126,890.56 was prepaid prior to the passage of this ordinance, and the remaining \$125,320.21 is payable in 10 equal annual installments together with interest thereon in the manner and at the times specified in Ordinance No. 3385. The balance of Assessments remaining unpaid at the end of the prepayment period shall bear interest at a per annum rate of 4%, which is equal to the interest rate on the Bonds.

Section 11. Pledge of Assessments. The Bonds are obligations of LID 149, and as such, the local improvement district assessments to be collected therein are hereby pledged for the payment of the Bonds and the interest to accrue thereon. The officers now or hereafter charged by law with the duty of collecting such assessments for the payment of the Bonds and the interest thereon shall, in the manner provided by law, collect the assessments payable into the Bond Fund and the interest payable into the Interest Fund.

Section 12. Bond Fund and Interest Fund.

A. *The Bond Fund.* There is hereby created, and shall be maintained in the office of the Finance Director, a fund separate and distinct from all other funds of the City, designated the "City of Coeur d'Alene Local Improvement District No. 149 Bond Fund" (the "Bond Fund"). The Bond Fund shall be used solely for the purpose of paying the principal of the Bonds when due. All money constituting payment of the principal of assessments for LID 149 shall be deposited into the Bond Fund upon receipt by the Finance Director.

B. *Interest Fund.* There is hereby created, and shall be maintained in the office of the Finance Director, a fund separate and distinct from all other funds of the City, designated the "City of Coeur d'Alene Local Improvement District No. 149 Interest Fund" (the "Interest Fund"). The Interest Fund shall be used solely for the purpose of paying the interest on the Bonds when due. All money constituting payment of interest on the unpaid installments of assessments for LID 149 shall be deposited into the Interest Fund. Any accrued interest paid to the City shall be deposited into the Interest Fund and used on the first interest payment date to pay a portion of the interest on the Bonds.

C. *Investment of Money in the Bond and Interest Funds.* Money in the Bond Fund and the Interest Fund shall be deposited in such bank or banks as are designated as depositories of public money for the funds of the City under the depository laws of the State of Idaho. Money in the Bond Fund and the Interest Fund shall be invested by the Finance Director as permitted by law, provided such investments shall mature prior to the date on which money shall be needed for principal or interest payments from the respective fund. Pursuant to Section 50-1724, Idaho Code, all interest earned and income derived by virtue of such investments shall remain in the fund to which the investments are credited and shall be used to meet the payments therefrom.

Section 13. Sale of Bonds. The Council hereby finds and determines that it is in the best interest of the City and property owners within LID 149 for the City to purchase the Bonds on the terms and conditions set forth in this ordinance. The Bonds shall be issued and delivered to the City upon payment of a purchase price equal to 100% of the principal amount of the Bonds.

Section 14. Application of Proceeds. The proceeds of the Bonds shall be deposited into the Project Fund and shall be used to repay any interfund loans for the Project, any remaining costs of the Project, and all costs of issuance of the Bonds.

Section 15. Ongoing Disclosure. The Bonds are exempt from the ongoing disclosure requirements of Securities and Exchange Commission Rule 15c2-12 by reason of the exemption set forth in subsection (d)(i) of that rule with respect to the issuance of securities in the principal amount of \$1,000,000 or less.

Section 16. General Authorization; Ratification of Prior Acts. The Mayor, the Finance Director, City Clerk, and other appropriate officers and agents of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

Section 17. Severability. If any one or more of the covenants and agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

Section 18. Validity of Issuance. The Bonds are issued pursuant to the Local Improvement District Act, Idaho Code Sections 50-1702 through 50-1771, inclusive. The foregoing recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 19. Publication and Right of Appeal. Pursuant to Idaho Code Section 50-1727, this ordinance, or a summary hereof, substantially in the form attached hereto as Exhibit "A", and incorporated herein by this reference shall be published once in the official newspaper of the City. Any contest or proceeding to question the validity or legality of this ordinance, or of any ordinance, resolution, or proceeding heretofore taken with respect to LID No. 149 or of the Bonds authorized hereby shall be brought in District Court by any person for any cause whatsoever after the expiration of 30 days from the publication of this ordinance or a summary thereof, and after such time the validity, legality and regularity of this ordinance and any ordinance, resolution or proceedings with respect to LID No. 149 or the Bonds authorized hereby, shall be conclusively presumed.

Section 20. Effective Date. This ordinance shall become effective after its adoption and publication or publication of a summary of this ordinance, as required by law. A summary is attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED, under a suspension of the rules, by the City Council of the City of Coeur d'Alene, Idaho, at a regular meeting thereof held on September 21, 2010, upon which a roll call vote was duly taken and duly enacted.

CITY OF COEUR D'ALENE, IDAHO

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



CITY CLERK'S CERTIFICATE

I, the undersigned, City Clerk of the City of Coeur d'Alene, Idaho (the "City") and keeper of the records of the City Council of the City (the "Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. 3394 of the City (the "Ordinance"), as finally passed at a regular meeting of the Council of the City held on September 21, 2010, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Council was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper adoption or passage of said Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2010.

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City Clerk

EXHIBIT "A"  
CITY OF COEUR D'ALENE, IDAHO  
LOCAL IMPROVEMENT DISTRICT NO. 149 BONDS, 2010

Summary of Ordinance No. 3394, passed September 21, 2010

Council Bill No. 10-1020

AN ORDINANCE of the City of Coeur D'Alene, Idaho, authorizing the issuance and sale of the City's Local Improvement District No. 149 Bonds, 2010, in the aggregate principal amount of \$125,320.21, payable from assessments on property within LID 149, establishing the terms of the bonds, authorizing the City to purchase the bonds, and fixing the interest rate on assessments in LID 149.

- Section 1. Definitions. Defines certain capitalized terms used in the Ordinance.
- Section 2. Authorization of Bonds. Authorizes the City's "Local Improvement District No. 149 Bonds" in the aggregate principal amount of \$125,320.81 (the "Bonds") to provide funds to finance the cost of certain storm sewer service lines and street, curb and sidewalk improvements in LID 149. Describes the Bonds and its terms of repayment over a ten (10) year period with interest at the rate of 4% per annum.
- Section 3. Bond Registrar. Appoints the Finance Director to act as the Bond Registrar.
- Section 4. Redemption. Provides for optional redemption and notice to redeem the Bonds prior to the date of maturity, under certain terms and conditions
- Section 5. Form of Bonds. Describes the form of the Bonds.
- Section 6. Execution of Bonds. Authorizes procedures for execution and authentication of the Bonds.
- Section 7. Defeasance of the Bonds. Provides for defeasance of the Bonds, which allows for the redemption and retirement of the Bonds in advance of the date of their maturity.
- Section 8. Tax Covenants; Special Designation. Includes covenants to comply with federal tax requirements and contains a special designation under the Internal Revenue Code of 1986, as amended.
- Section 9. Lost or Destroyed Bonds. Makes provision in case any Bond is lost, stolen or destroyed.

- Section 10. Payment of Assessments and Interest on Assessments. The City has heretofore levied Assessments in the total amount of \$252,210.77, of which \$126,890.56 was prepaid prior to the passage of this ordinance, and the remaining \$125,320.21 is payable in 10 equal annual installments together with interest thereon in the manner and at the times specified in Ordinance No. 3385. The balance of Assessments remaining unpaid at the end of the prepayment period shall bear interest at a per annum rate of 4%, which is equal to the interest rate on the Bonds.
- Section 11. Pledge of Assessments. Provides that the Bonds are obligations of the LID 149, and as such, the local improvement district assessments to be collected therein are pledged for the payment of the Bonds and the interest to accrue thereon. The officers now or hereafter charged by law with the duty of collecting such assessments for the payment of the Bonds and the interest thereon shall, in the manner provided by law, collect the assessments payable into the Bond Fund and the interest payable into the Interest Fund.
- Section 12. Bond Fund and Interest Fund. Confirms the creation of the Bond Fund and Interest Fund, for the purpose of depositing the collection of assessments on the property into the proper fund to make the principal and interest payments on the Bonds.
- Section 13. Sale of Bonds. Provides that the Bonds shall be purchased by the City.
- Section 14. Application of Bond Proceeds. Provides that the Bond proceeds will be used to repay any interfund loans for the Project, any remaining costs of the Project, and all costs of issuance of the Bonds.
- Section 15. Provides that the Bonds are exempt from the ongoing disclosure requirements of the Security and Exchange Commission.
- Section 16. General Authorization, Ratification of Prior Acts. Authorizes Mayor and Treasurer, City Clerk or other authorized official of the City to take appropriate steps to carry out the terms and provisions of, and complete the transactions contemplated by this ordinance.
- Section 17. Severability. Provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.
- Section 18. Validity of the Issue. Provides that the Bonds are being validly issued pursuant to Idaho Code Sections 50-1702 through 50-1771, inclusive.
- Section 19. Publication and Right of Appeal. Pursuant to Idaho Code Section 50-1727, this ordinance, or a summary hereof, substantially in the form attached hereto as Exhibit "A", and incorporated herein by this reference shall be published once in the official newspaper of the City. Any contest or proceeding to question the validity or legality of this ordinance, or of any ordinance, resolution, or

proceeding heretofore taken with respect to LID No. 149 or of the Bonds authorized hereby shall be brought in District Court by any person for any cause whatsoever after the expiration of thirty (30) days from the publication of this ordinance or a summary thereof, and after such time the validity, legality and regularity of this ordinance and any ordinance, resolution or proceedings with respect to LID No. 149 or the Bonds authorized hereby, shall be conclusively presumed.

Section 20. Effective Date. Provides that the Ordinance shall take effect from and after its passage and publication as required by law.

\*The full text of Ordinance No. 3394 will be mailed without cost to any party requesting it from:

Finance Director  
Coeur d'Alene City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

CERTIFICATION OF BOND COUNSEL

I, the undersigned Counsel for and legal advisor to the City of Coeur D'Alene, Idaho, hereby certify that I have read the attached summary of Ordinance No. 3394 of the City of Coeur D'Alene, Idaho, and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this 21<sup>st</sup> day of September, 2010.

K&L GATES LLP

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Michael C. Ormsby  
Bond Counsel

CITY OF COEUR D'ALENE, IDAHO  
LOCAL IMPROVEMENT DISTRICT NO. 149 BONDS, 2010

Summary of Ordinance No. 3394, passed September 21, 2010

Council Bill No. 10-1020

AN ORDINANCE of the City of Coeur D'Alene, Idaho, authorizing the issuance and sale of the City's Local Improvement District No. 149 Bonds, 2010, in the aggregate principal amount of \$125,320.21, payable from assessments on property within LID 149, establishing the terms of the bonds, authorizing the City to purchase the bonds, and fixing the interest rate on assessments in LID 149.

- Section 1. Definitions. Defines certain capitalized terms used in the Ordinance.
- Section 2. Authorization of Bonds. Authorizes the City's "Local Improvement District No. 149 Bonds" in the aggregate principal amount of \$125,320.81 (the "Bonds") to provide funds to finance the cost of certain storm sewer service lines and street, curb and sidewalk improvements in LID 149. Describes the Bonds and its terms of repayment over a ten (10) year period with interest at the rate of 4% per annum.
- Section 3. Bond Registrar. Appoints the Finance Director to act as the Bond Registrar.
- Section 4. Redemption. Provides for optional redemption and notice to redeem the Bonds prior to the date of maturity, under certain terms and conditions
- Section 5. Form of Bonds. Describes the form of the Bonds.
- Section 6. Execution of Bonds. Authorizes procedures for execution and authentication of the Bonds.
- Section 7. Defeasance of the Bonds. Provides for defeasance of the Bonds, which allows for the redemption and retirement of the Bonds in advance of the date of their maturity.
- Section 8. Tax Covenants; Special Designation. Includes covenants to comply with federal tax requirements and contains a special designation under the Internal Revenue Code of 1986, as amended.
- Section 9. Lost or Destroyed Bonds. Makes provision in case any Bond is lost, stolen or destroyed.
- Section 10. Payment of Assessments and Interest on Assessments. The City has heretofore levied Assessments in the total amount of \$252,210.77, of which \$126,890.56 was

prepaid prior to the passage of this ordinance, and the remaining \$125,320.21 is payable in 10 equal annual installments together with interest thereon in the manner and at the times specified in Ordinance No. 3385. The balance of Assessments remaining unpaid at the end of the prepayment period shall bear interest at a per annum rate of 4%, which is equal to the interest rate on the Bonds.

- Section 11. Pledge of Assessments. Provides that the Bonds are obligations of the LID 149, and as such, the local improvement district assessments to be collected therein are pledged for the payment of the Bonds and the interest to accrue thereon. The officers now or hereafter charged by law with the duty of collecting such assessments for the payment of the Bonds and the interest thereon shall, in the manner provided by law, collect the assessments payable into the Bond Fund and the interest payable into the Interest Fund.
- Section 12. Bond Fund and Interest Fund. Confirms the creation of the Bond Fund and Interest Fund, for the purpose of depositing the collection of assessments on the property into the proper fund to make the principal and interest payments on the Bonds.
- Section 13. Sale of Bonds. Provides that the Bonds shall be purchased by the City.
- Section 14. Application of Bond Proceeds. Provides that the Bond proceeds will be used to repay any interfund loans for the Project, any remaining costs of the Project, and all costs of issuance of the Bonds.
- Section 15. Provides that the Bonds are exempt from the ongoing disclosure requirements of the Security and Exchange Commission.
- Section 16. General Authorization, Ratification of Prior Acts. Authorizes Mayor and Treasurer, City Clerk or other authorized official of the City to take appropriate steps to carry out the terms and provisions of, and complete the transactions contemplated by this ordinance.
- Section 17. Severability. Provides that other covenants and agreements in the Ordinance are not affected if one is made invalid.
- Section 18. Validity of the Issue. Provides that the Bonds are being validly issued pursuant to Idaho Code Sections 50-1702 through 50-1771, inclusive.
- Section 19. Publication and Right of Appeal. Pursuant to Idaho Code Section 50-1727, this ordinance, or a summary hereof, substantially in the form attached hereto as Exhibit "A", and incorporated herein by this reference shall be published once in the official newspaper of the City. Any contest or proceeding to question the validity or legality of this ordinance, or of any ordinance, resolution, or proceeding heretofore taken with respect to LID No. 149 or of the Bonds authorized hereby shall be brought in District Court by any person for any cause

whatsoever after the expiration of thirty (30) days from the publication of this ordinance or a summary thereof, and after such time the validity, legality and regularity of this ordinance and any ordinance, resolution or proceedings with respect to LID No. 149 or the Bonds authorized hereby, shall be conclusively presumed.

Section 20. Effective Date. Provides that the Ordinance shall take effect from and after its passage and publication as required by law.

\*The full text of Ordinance No. 3394 will be mailed without cost to any party requesting it from:

Finance Director  
Coeur d'Alene City Hall  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

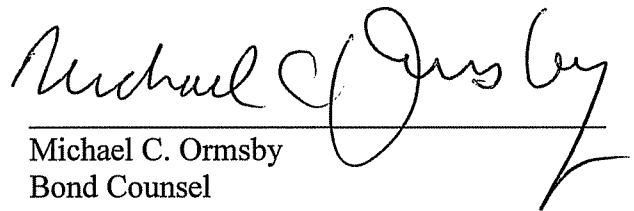


CERTIFICATION OF BOND COUNSEL

I, the undersigned Counsel for and legal advisor to the City of Coeur D'Alene, Idaho, hereby certify that I have read the attached summary of Ordinance No. 3394 of the City of Coeur D'Alene, Idaho, and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

DATED this 21<sup>st</sup> day of September, 2010.

K&L GATES LLP

  
Michael C. Ormsby  
Bond Counsel

# PUBLIC HEARINGS

## STAFF REPORT

Date: September 16, 2010

From: Troy Tymesen, Finance Director

Subject: Amending the 2009-2010 Fiscal Year Appropriations (Budget)

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### **Decision Point:**

To approve the amendments being presented by staff regarding the changes to the appropriations ordinance for the current Fiscal Year, 2009-2010.

### **History:**

The City Council annually amends the original appropriations ordinance.

### **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:**

Building permit revenues and interest income were below budget this fiscal year. The budget amendment reflects those differences as well as some revenues that will be over budget such as franchise fees and federal and state grants. On the expenditure side the budget amendment shows some increases in expenditures due to carryovers of projects, some grant expenditures and an unexpected overage due to the Fernan Court Project. Fund balance of \$217,011 is projected to be needed to cover the increased expenses and the revenue short fall 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, 2009-2010.

COUNCIL BILL NO. 10-1019  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE 3366, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009 APPROPRIATING THE SUM OF ~~\$73,729,135~~ \$77,469,739, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,740,604; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; 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 Section 1 of Ordinance 3366, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$73,729,135~~ \$77,469,739, 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, 2009.

Section 2

That Section 2 of Ordinance 3366; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

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

**GENERAL FUND EXPENDITURES:**

Mayor and Council-----	\$	197,594	
Administration-----		489,105	
Finance Department-----		<del>753,944</del>	759,644
Municipal Services-----		1,285,906	
Human Resources-----		237,634	
Legal Department-----		<del>1,320,488</del>	1,370,488
Planning Department-----		<del>520,422</del>	535,422
Building Maintenance-----		<del>391,436</del>	399,336
Police Department-----		<del>9,200,045</del>	9,285,698
K.C.J.A. Task Force-----		<del>51,640</del>	151,140
ADA Sidewalks-----		221,446	
C.O.P.S. Grant-----		0	150,000
Byrne Grant-----		0	102,874
Byrne Grant Equipment-----		<del>87,343</del>	668,016
Fire Department-----		6,774,548	
General Government-----		<del>163,250</del>	300,250
Engineering Services-----		<del>1,079,341</del>	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-----	\$ <del>1,185,698</del>	1,192,698
Community Development Block Grant-----	304,576	
Impact Fee Fund-----	830,000	
Parks Capital Improvements-----	<del>227,000</del>	304,000
Annexation Fee Fund-----	200,000	
Insurance / Risk Management-----	<del>201,243</del>	251,243
Cemetery Fund-----	<del>238,674</del>	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-----	<del>173,000</del>	195,000
Kootenai Metropolitan Planning Org-----	650,000	

**TOTAL SPECIAL FUNDS:**      \$ 4,177,391      \$4,474,391

**ENTERPRISE FUND EXPENDITURES:**

Street Lighting Fund-----	\$ <del>555,571</del>	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-----	<del>173,957</del>	190,957
Stormwater Management-----	<del>1,388,882</del>	1,438,882

**TOTAL ENTERPRISE EXPENDITURES:**      \$34,499,491      34,666,491

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

Section 3

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

Section 4

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 21<sup>st</sup> day of September, 2010.

\_\_\_\_\_  
Sandi Bloem, Mayor

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
Annual Appropriation Amendment for Fiscal Year 2009 - 2010

AN ORDINANCE AMENDING ORDINANCE 3366, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009 APPROPRIATING THE SUM OF ~~\$73,729,135~~ \$77,469,739, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$3,740,604; 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.

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Susan K. Weathers, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren 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. \_\_\_\_\_, Annual Appropriation Amendment for Fiscal Year 2009 - 2010, 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 21<sup>st</sup> day of September, 2010.

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Warren J. Wilson, Chief Deputy City Attorney



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

FUND	BALANCE 7/31/2010	RECEIPTS	DISBURSE- MENTS	BALANCE 8/31/2010
<u>General-Designated</u>	\$494,143	\$46,676	\$32,233	\$508,586
<u>General-Undesignated</u>	7,731,586	5,409,824	6,938,259	6,203,151
<u>Special Revenue:</u>				
Library	282,373	14,095	104,205	192,263
CDBG	(937)	4,811	14,811	(10,937)
Cemetery	(94,670)	20,454	22,122	(96,338)
Parks Capital Improvements	224,967	36,508	61,604	199,871
Impact Fees	1,777,652	13,575		1,791,227
Annexation Fees	85,009	29		85,038
Insurance	1,854,265	3,617	18,397	1,839,485
Cemetery P/C	1,893,733	24,340	4,625	1,913,448
Jewett House	12,151	143	2,326	9,968
KCATT	3,412	1		3,413
Reforestation	3,224	584	14,999	(11,191)
Street Trees	203,147	2,169	4,708	200,608
Community Canopy	791		14	777
CdA Arts Commission	2,487	1	2,123	365
Public Art Fund	19,370	7	15,000	4,377
Public Art Fund - LCDC	246,710	84	30,000	216,794
Public Art Fund - Maintenance	114,219	39	112	114,146
KMPO - Kootenai Metro Planning Org	24,069	26,046	31,169	18,946
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,504,933	10,163	887,325	627,771
LID Guarantee	3,404	1,661		5,065
LID 124 Northshire/Queen Anne/Indian Meadows	884	1,869		2,753
LID 127 Fairway / Howard Francis	41			41
LID 129 Septic Tank Abatement	824			824
LID 130 Lakeside / Ramsey / Industrial Park	750	3,001	630	3,121
LID 146 Northwest Boulevard	78,885			78,885
<u>Capital Projects:</u>				
Street Projects	855,683	256,377	406,535	705,525
2006 GO Bond Capital Projects	-			-
<u>Enterprise:</u>				
Street Lights	63,431	41,649	45,474	59,606
Water	913,198	348,589	384,516	877,271
Water Capitalization Fees	949,268	24,452		973,720
Wastewater	8,523,411	479,548	1,616,839	7,386,120
Wastewater-Reserved	1,090,698	27,500		1,118,198
WWTP Capitalization Fees	1,305,172	37,906		1,343,078
WW Property Mgmt	60,668			60,668
Sanitation	(83,618)	249,636	262,829	(96,811)
Public Parking	645,392	10,637	6,297	649,732
Stormwater Mgmt	464,258	110,242	66,762	507,738
Wastewater Debt Service	428	363,000	362,963	465
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	181,522	179,726	181,522	179,726
LID Advance Payments	914	40	32	922
Police Retirement	1,406,085	20,898	20,564	1,406,419
Sales Tax	1,126	1,691	1,126	1,691
BID	168,708	4,343		173,051
Homeless Trust Fund	363	370	363	370
<b>GRAND TOTAL</b>	<b>\$33,014,129</b>	<b>\$7,776,301</b>	<b>\$11,540,484</b>	<b>\$29,249,946</b>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ELEVEN MONTHS ENDED  
 31-Aug-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2010	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$172,337	94%
	Services/Supplies	14,360	8,945	62%
Administration	Personnel Services	483,605	442,384	91%
	Services/Supplies	5,500	4,084	74%
Finance	Personnel Services	637,704	556,477	87%
	Services/Supplies	116,240	78,166	67%
Municipal Services	Personnel Services	822,699	724,552	88%
	Services/Supplies	463,207	384,655	83%
Human Resources	Personnel Services	203,034	187,213	92%
	Services/Supplies	34,600	17,287	50%
Legal	Personnel Services	1,228,228	1,122,556	91%
	Services/Supplies	92,260	94,560	102%
	Capital Outlay			
Planning	Personnel Services	491,222	445,214	91%
	Services/Supplies	29,200	6,237	21%
Building Maintenance	Personnel Services	267,082	247,614	93%
	Services/Supplies	124,354	113,956	92%
Police	Personnel Services	8,504,121	7,415,498	87%
	Services/Supplies	695,924	471,506	68%
Fire	Personnel Services	6,391,258	5,852,424	92%
	Services/Supplies	383,290	267,342	70%
General Government	Services/Supplies	163,250	300,228	184%
Byrne Grant (Federal)	Personnel Services		83,953	
	Services/Supplies	87,343	482,588	553%
COPS Grant	Personnel Services		110,869	
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	131,807	255%
	Capital Outlay			
Streets	Personnel Services	1,686,286	1,513,769	90%
	Services/Supplies	470,400	361,107	77%
ADA Sidewalk Abatement	Personnel Services	162,946	114,520	70%
	Services/Supplies	58,500	38,302	65%
Engineering Services	Personnel Services	347,291	326,293	94%
	Services/Supplies	732,050	627,885	86%
	Capital Outlay			

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ELEVEN MONTHS ENDED  
 31-Aug-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2010	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	1,100,665	93%
	Services/Supplies	426,260	298,581	70%
Recreation	Personnel Services	599,152	492,562	82%
	Services/Supplies	141,150	137,267	97%
Building Inspection	Personnel Services	797,620	660,488	83%
	Services/Supplies	35,800	24,375	68%
Total General Fund		<u>28,114,370</u>	<u>25,418,267</u>	<u>90%</u>
Library	Personnel Services	941,698	846,606	90%
	Services/Supplies	184,000	149,731	81%
	Capital Outlay	60,000	58,647	98%
CDBG	Services/Supplies	304,576	92,361	30%
Cemetery	Personnel Services	148,024	136,253	92%
	Services/Supplies	90,650	66,719	74%
	Capital Outlay		116,129	
Impact Fees	Services/Supplies	830,000	774,726	93%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	273,593	121%
Insurance	Services/Supplies	201,243	224,688	112%
Cemetery Perpetual Care	Services/Supplies	98,500	89,277	91%
Jewett House	Services/Supplies	17,100	12,052	70%
Reforestation	Services/Supplies	2,500	22,256	890%
Street Trees	Services/Supplies	41,500	54,339	131%
Community Canopy	Services/Supplies	1,000	657	66%
CdA Arts Commission	Services/Supplies	6,600	5,607	85%
Public Art Fund	Services/Supplies	173,000	204,214	118%
KMPO	Services/Supplies	650,000	266,890	41%
Total Special Revenue		<u>4,177,391</u>	<u>3,594,745</u>	<u>86%</u>
Debt Service Fund		<u>2,153,383</u>	<u>2,839,837</u>	<u>132%</u>

CITY OF COEUR D'ALENE  
 BUDGET STATUS REPORT  
 ELEVEN MONTHS ENDED  
 31-Aug-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 8/31/2010	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000	82,154	66%
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	184,880	18%
Howard - Neider Extension	Capital Outlay	200,000	399,319	200%
Howard Street - North	Capital Outlay		341,482	
4th St - Lakeside to Harrison	Capital Outlay		613,907	
15th Street - Lunceford to Dalton	Capital Outlay	400,000	2,146	1%
3rd St & Harrison signal	Capital Outlay	275,000		
15th St & Harrison signal	Capital Outlay		90,752	
Intersection of Hanley & US95	Capital Outlay		109,382	
Fire Dept GO Bond Expenditure	Capital Outlay		7,833	
Total Capital Projects Funds		2,000,000	1,831,855	92%
Street Lights	Services/Supplies	555,571	512,327	92%
Water	Personnel Services	1,432,550	1,273,808	89%
	Services/Supplies	3,722,007	1,173,397	32%
	Capital Outlay	755,700	821,980	109%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	1,791,066	85%
	Services/Supplies	5,190,638	1,576,880	30%
	Capital Outlay	13,118,436	7,546,999	58%
	Debt Service	1,489,110	1,488,160	100%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	2,855,542	92%
Public Parking	Services/Supplies	173,957	132,913	76%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	374,686	96%
	Services/Supplies	523,737	351,167	67%
	Capital Outlay	475,000	432,879	91%
Total Enterprise Funds		34,499,491	20,331,804	59%
Kootenai County Solid Waste		2,400,000	1,762,444	73%
Police Retirement		237,500	194,603	82%
Business Improvement District		142,000	90,000	63%
Homeless Trust Fund		5,000	4,783	96%
Total Fiduciary Funds		2,784,500	2,051,830	74%
TOTALS:		\$73,729,135	\$56,068,338	76%