



# Coeur d'Alene

## CITY COUNCIL MEETING

*November 6, 2012*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT THE LIBRARY COMMUNITY ROOM  
OCTOBER 16, 2012**

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 on October 16, 2012 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

**INVOCATION:** The Invocation was led Pastor Dave Hoit, Prairie Avenue Christian Center.

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

**AMENDMENT TO THE AGENDA:** Motion by Gookin, second by Edinger to amend the Agenda to include the School District's recent decision to sell Person Field property. Motion carried.

**DISCUSSION:** Councilman Gookin clarified that he asked for this item to be added to the agenda to give the City Council an opportunity for timely action on this item. The Mayor asked Ms. Gabriel to make a presentation after the Library presentation.

**PRESENTATION – IDAHO LIBRARY ASSOCIATION – LIBRARY OF THE YEAR:** Library Director, Bette Ammon, informed the community that the Coeur d'Alene Library has been awarded the "Library of the Year" distinction. She stated that the award was based on community partnerships, library staff, responses to public requests, and innovative partnerships.

**SCHOOL DISTRICT SALE OF PERSON FIELD:** City Administrator Wendy Gabriel presented information regarding the portion of Person Field owned by the City versus the portion owned by the School District, and clarified that the City portion of the property will remain owned by the City as green space. Discussions have occurred at a staff level regarding the Joint Powers Agreement between the City and the School District. During this time discussions took place regarding relocation of baseball fields, at which time the School District stated they were interested in selling the property. Staff requested the option to trade; however, the School District was only interested in a property that contained an administration building. Ms. Gabriel explained the School District would dispose of property under the same process as the

City, and explained how a trade of public property would work. At that time the School District requested a 30 day response. On October 10, the City informed the School District that the City didn't have property or money to purchase the property. Ms. Gabriel apologized to the City Council for not sharing these details earlier. She does not believe that the door is closed to further discussions with the School District. She stated that if Council desires, they could recommend staff to seek funding for the purchase of Person Field and bring back options to the next City Council meeting. If the land trade does not work out, the City would still be competing in a sealed bid process. Ms. Gabriel explained that the Joint Powers Agreement is an agreement with the School District for shared use of the facilities, such as gyms, and outlining the City costs for maintenance in the amount of \$30,000 a year. Councilman Goodlander clarified that the City has participated in the cost of increasing the size of the facilities at four schools, and that the School District uses some of the City's fields, not included in the agreement. Councilman Goodlander stated that she believes the shared resources/facilities provide benefits to the citizens.

DISCUSSION: Councilman Gookin stated that he has been contacted by many citizens with a request to keep this area a city park, as it is the only pocket park in this area of town. He noted that in the 2008 Parks Capital Improvement Plan it states that the City should look into purchasing the School District's portion of the field. He believes the City should find a way to purchase the park, as it integral to the neighborhood.

The Mayor clarified that the Memorandum of Understanding (MOU) did not include the first right of refusal, as under law the City doesn't have the right to be placed in first order for the purchase. Once the property is listed as surplus, there is a competitive process established by law, unless a land trade can be worked out between two public agencies.

Councilman Adams questioned the authority of staff to determine the ability of the City to fund such a project.

Councilman Kennedy stated that the request of the School District to increase the Joint Powers from \$30,000 to \$70,000 was an enormous leap and didn't take into account all the things the City provides to the School. He clarified that the City does want the Person Field land, and would not want it developed into housing units. He requested an explanation from staff as to how the City could move forward to ensure Person Field remains an urban park if the School District is willing to work with the City. Additionally, he suggested a workshop between the School District and the City in the near future.

Mr. Gridley clarified that the School District can trade the property to another public entity, such as the City, for like-value property, or go through the competitive process through a sealed bid. He further stated that at the onset of these discussions, the City was looking at a Million dollar budget shortfall, a Million dollar loss of stormwater revenue, and a \$4 Million verdict pending liability, so it was reasonable for staff to feel there was no funding option. He stated that the School District has good reason for moving forward, including the need to replace a building that is causing employees to be sick. Mr. Gridley stated that the direction staff would need from the City Council is to recommend staff to put their best efforts forward to acquire the Person Field property, and come back to next Council meeting with an action plan outlining options.

Councilman Edinger stated that he believes the City has always wanted to acquire Person Field. He felt that the City should place a priority on purchasing the property, if the School District will allow more time.

Councilman Goodlander stated that over many years the City had several conversations with the School District, and at that time they were not interested in selling the property. She stated that she believes staff has authority to negotiate contracts and agreements and trusts that they will bring them forward when they are ready for the Council action. She does believe that the City wants to acquire the field but is not sure how the City would pay for the land.

Finance Director Troy Tymesen stated that the challenge is that there are many items in the fire right now; i.e., McEuen a large long-term project, and audit footnote regarding a pending \$4 Million lawsuit that the City is committed to pay if it is not overturned. Mr. Tymesen explained that the current fund balance is healthy at 17% of the General Fund budget, which would last 62 days if no revenues were received by the City. He explained that in a personal account one should have 90 days of cash on hand. He further described that if the lawsuit liability was subtracted from the fund balance, the fund balance would provide less than a month of cash if revenues to the City were to stop. If the City Council were to spend another \$600,000, it would be burdensome due to the other liabilities the City has; however, if the law suit was settled and the McEuen project was bid with final costs known he would be more comfortable making a recommendation.

Councilman Kennedy questioned if the School District could provide an extension of time to the City after they declared the property surplus. Mr. Gridley stated that the School District had latitude to pull the property off the market, although he understood that they have funding urgencies and a short timeline.

Councilman Gookin wondered if the property purchase could have been noted as a dedicated expense year after year in the fund balance until the purchase became available. Mr. Tymesen agreed that could have been an option. Mr. Gookin stated that the Council could have mentioned the property purchase at its annual strategic planning and asked for money to be dedicated at that time. Mr. Tymesen stated that he hopes that a land trade can be negotiated.

Motion by Kennedy seconded by Gookin to direct staff to acquire the School District's portion of Person Field. Kennedy Aye; Edinger Aye; Adams Aye; McEvers Aye; Goodlander Aye; Gookin Aye. Motion carried.

**DISCUSSION:** McEvers stated he recalls many years ago discussion about acquisition of the field. He expressed his support of the acquisition, and his concern regarding the budget, and acknowledged his faith in staff. Councilman Goodlander expressed her support and her concern about rebuilding the fund balance. Mr. Tymesen stated that staff will include all options in their proposals, including discussions regarding a tax increase for next year. Councilman Kennedy stated he supports the motion and reiterated his request for a workshop with the School Board, as local public entities we share many of the same patrons, who should not have to pay twice for services. Councilman Adams clarified that he was frustrated that there were assumptions made

about his support of this project and that he was irritated that he was not kept in the loop. Councilman Edinger stated that he does not take back the “no” vote he gave regarding the budget. The City Council should be apprised on important issues, without micro-managing staff.

## **PUBLIC COMMENTS:**

SIDEWALK THANK YOU – Councilman Edinger spoke at the request of Roy Wargi, 222 Coeur d’Alene Avenue, who was in attendance in the audience. He wanted to thank staff, the Mayor, and the City Council for getting the sidewalk installed at 21<sup>st</sup> Street and Coeur d’Alene Avenue, as this provides a safe crossing for students attending Fernan Elementary School.

SALE OF PERSON FIELD; Tom Hamilton, 9638 N. Ptarmigan Drive, Hayden - Stated that the School Board and District want the Person Field property to remain a green space and that Coeur d’Alene should maintain it as park space. He stated that the School District needed to raise money for a new Administration building and that the School District did not set the 30-day time frame, that the City asked for 30 days to respond. He will make a request to the Board at its Thursday meeting, to delay notice of the sealed bid for another 60 days. He believes the other Board members will be amenable to the request.

Bruce McNeal, 524 N. 17<sup>th</sup> Street – Expressed his frustration with the Person Field article this morning and is concerned about the lack of communication with the City Council. He believes there have been past commitments to the neighborhood and that the process should be transparent. He supports the acquisition of the park. He further expressed concern about accountability for the embezzlement.

Hazel Bauman, 9027 N. Maple Street, Hayden - Stated that as the School Superintendent she does enjoy a wonderful relationship with the City. She reiterated that the District needs to move out of the existing Administration building. She expressed her disappointment that staff to-staff negotiations ended up in the blogs, as the negotiations are not complete.

Ann Seddon, 2477 West Hull Loop – Stated that she is the School Board member that voted against going forward with the sale of Person field. She knows its value to the neighborhood and felt the neighborhood needed time to weigh in on the issue. She expressed her support of the extension of time by the School Board. Councilman Goodlander stated that she appreciated her no vote and the additional time for the City to explore options.

Susan Snedaker, 821 Hastings Avenue– Stated that she had spoken to the City Council many times regarding Person Field. She further stated that, she has brought the item of purchasing Person Field each year during the budget meetings. However, the City has never budgeted the acquisition, while other parks were funded. She reported that 60% of children in the neighborhood are on free or reduced lunch, and that this is their community park. She believes that it is vital for the City to acquire the park. Additionally, she protested the public relations contract.

Jody Teeter, 1320 Pennsylvania Avenue – Stated that she lives behind the park and believes it is an asset to the neighborhood. She encourages the City Council to acquire the land and keep it as

an open green space. Many neighbors are willing to help maintain the land.

COEUR D'ALENE LAKE DRIVE TRANSFER - Frank Orzell 310 E. Garden Avenue - Found the meeting regarding the transfer of land from ITD held on October 10th confusing. He, and others, thought the meeting was about a silver beach boat launch. He believes that the number one priority for the City should be providing services to the constituents of the City and that outdoor recreation support should be secondary. He felt the \$3 Million dollar carrot was distracting from the need and quality. He felt that there should have been prior discussion between East Side Highway District, ITD and the City regarding the estimates of roadway life expectancy and the cost to maintain it. He believes that risk could be mitigated by a geological assessment of the entire roadway, which should be major area of study for the City.

VACATION RENTALS – Chris Copstead, 1046 N. Government Way – Thanked the City and Staff and expressed appreciation for the job they do. He wanted to follow up on previous comments he made regarding vacation rentals. He explained that motels, hotels, and campgrounds charge a room tax for stays less than 30 days. Approximately half of that tax is returned to the region through grant dollars to promote tourism. Last year approximately \$393,000 was received by the Convention and Visitor's Bureau. Additionally, those types of uses have to pass inspections for fire codes, maximum occupancies are set, and parking and ADA requirements must be met. Vacation rentals do not have to comply with taxes or inspections. He stated he continues to work with his Homeowner's Association and the Code Enforcement Officer. He wants to let the community know it is a noncompliant use.

**RECESS:** The Mayor called for a 5-minute recess at 7:45 p.m. Return to regular session at 7:52 p.m.

**CONSENT CALENDAR:** Motion by Goodlander seconded by McEvers to approve the Consent Calendar as presented. Motion to amend by Gookin, seconded Kennedy to include the amendment to the October 2, 2012 Minutes, to include the words "motion carried" regarding the Johnston claim on page five." Motion carried.

1. Approval of minutes for October 2, 4, 8, 2012.
2. Setting of General Services and Public Works Committees meetings for October 22, 2012 at 12:00 noon and 4:00 p.m. respectively.
3. **CONSENT RESOLUTION NO. 12-040: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL THE WAIVER OF COVERED LOAD REGULATIONS FROM NOVEMBER 1<sup>ST</sup> THROUGH THE 30<sup>TH</sup> FOR THE ANNUAL CITY LEAF PICK UP AND APPROVING THE DESTRUCTION OF RECORDS FOR THE LEGAL DEPARTMENT.**
4. Approval of Bills as Submitted
5. Cemetery Lot Repurchase from Denney M. Seamster

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

**ADMINISTRATOR'S REPORT:** Deputy City Administrator Jon Ingalls stated that the City of Coeur d'Alene will be sponsoring a multi-agency Environmental Open House on Wednesday, October 24<sup>th</sup>, from 3:00 p.m. to 6:00 p.m., at the Coeur d'Alene Public Library Community Room. For more information, contact Kim Harrington at 769-2214. The Coeur d'Alene Fire Department has teamed up with Kootenai County Emergency Medical Service System to demonstrate support for the Breast Cancer Awareness Month, by wearing pink medical gloves while responding to medical emergencies during the month of October. The City of Coeur d'Alene's annual Leaf Fest begins this year on November 13<sup>th</sup>. Be sure to keep leaves on your property until Monday, October 29<sup>th</sup>. For more information, call the Street Maintenance Information line at 769-2233. On Monday, October 10<sup>th</sup>, foliage, vegetation, and weed control cleanup commenced along the dike. The trail along the site will be closed to traffic and will be detoured to the trail on the other side of the bulk wall. The project should be completed by this Friday. Earthwork on the Third Street parking lot is complete, with the removal of 25,000 cubic yards of soil (lowering the level by 12 feet). Officials continue to evaluate temporary parking plans to accommodate motorists during construction.

**COUNCIL ANNOUNCEMENTS:**

Councilman Gookin reminded the community to not sweep leaves into the street until after October 29<sup>th</sup>.

Councilman Adams provided an update regarding his meetings with Kathy Hunt and Code Enforcement Officer Bob Foster. He stated that he would be meeting with Doyles and conducting sound testing next week.

Councilman Goodlander stated that the Mayor's Arts Awards were held last week and that the event was fortunate enough to be bumped from another location to the Hagadone Event Center. Two of three art pieces have been placed in the Education Corridor.

RESOLUTION 12-041

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO  
AUTHORIZING AN INDEPENDENT CONTRACTOR AGREEMENT FOR A  
COMMUNICATIONS COORDINATOR CONSULTANT WITH KRISTINA LYMAN.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 12-041

Councilman Kennedy stated that there was no recommendation from General Services. He reiterated that this item was discussed in prior budget meetings, and stated that this agreement would be an independent contractor, and paid for through savings from two eliminated Project Coordinator positions. This position will consult on projects and called upon to share facts with the public regarding large scale projects. Councilman Kennedy stated he supports this agreement. He stated that local examples include Laura Rumpler with the School District, and the City of Post Falls. This position will report to the City Administrator.



DISCUSSION: Councilman Goodlander stated that this person will pick up some of the duties previous staff conducted, such as press releases, and create social media outlets like Facebook, Twitter, and blogs. She stated that this is not a tool for the City Council to get its points across, but rather an opportunity to tell citizens what the City is doing. She stated that the City of Boise and Post Falls have a person on staff filling this role. The City is choosing to do this through a contract.

Councilman Gookin is opposed to the Agreement due to the manner in which it came about, rather than through a bid/proposal basis. He is concerned about getting out facts when the City Council is split on many issues.

Ms. Gabriel provided information regarding what a Communication Coordinator could do for a City, including external and internal communication, and setting up and management of social media. Additionally, she provided examples of other cities utilizing social media to garner more public input during meetings. She explained that the position came about through discussions at the strategic planning meeting. Throughout the year, a Fire Department staff member, with a communications degree, provided suggestions regarding how to set up the functions of the position. The recommendation included one person to coordinate and consult with the public and additional money to hire a firm to do studies and research as needed. Ms. Gabriel said she was introduced to Ms. Lyman, who has no ties to local community organizations, which will be a benefit to the position. Ms. Gabriel stated that she has been contacted by four people demonstrating interest in the position. One wanted a full-time benefited position, two were affiliated with agencies the City works with, and one was received via text message. She stated that if the position were to be budgeted as a full-time benefited position, it would be advertised and applications would be accepted through the normal process.

Councilman Kennedy felt that this position will be the main contact for reporters as the quickest way to get the facts out.

Councilman McEvers doesn't understand Twitter and texting, but thinks it is worthwhile to try, so he will support the Agreement.

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

**ORDINANCE NO. 3451**  
COUNCIL BILL NO. 12-1024

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING PORTIONS OF RIGHT-OF-WAY IN THE MERRIAM PARK ADDITION SUBDIVISION, RECORDED IN BOOK "B" OF PLATS, PAGE 84, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS PORTIONS OF GOVERNMENT ROAD ALONG THE SOUTHERLY BOUNDARY OF THE PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Edinger, seconded by Kennedy to pass the first reading of Council Bill No. 12-1024. ROLL CALL: Gookin Aye; Goodlander Aye; Kennedy Aye; McEvers Aye; Adams Aye; Edinger Aye. Motion carried.

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 12-1024 by its having had one reading by title only. ROLL CALL: Gookin Aye; Goodlander Aye; Kennedy Aye; McEvers Aye; Adams Aye; Edinger Aye. Motion carried.

#### RESOLUTION 12-042

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AMENDMENT NO. 4 TO THE CONTRACT WITH THE COEUR D'ALENE FIREFIGHTERS LOCAL NO. 710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Motion by Goodlander, seconded by Kennedy to adopt Resolution 12-042 ROLL CALL: Adams Aye; Goodlander Aye; McEvers Aye; Kennedy Aye; Edinger Aye; Gookin Aye. Motion carried.

#### **PUBLIC HEARING – O-2-12 AMENDMENTS TO THE SHORELINE REGULATIONS:**

Mayor Bloem read the rules of order for the public hearing. Planning Director, Dave Yadon, presented the staff report explaining that this amendment would allow improvements within 40 feet of the shoreline, on city owned property, if the improvements enhance public access to or at the water. Public access can be physical or visual. Previous allowances have been allowed through PUD, some examples include NIC, the Coeur d'Alene Resort, East Lakeshore Drive area, Blackwell Island BLM project, and the Park at Mill River. This amendment would allow for improvements such as pathways, ramps, docks, seating areas, and other public amenities without going through the PUD process.

Councilman Gookin asked for clarification if the amendment is approved as to what guarantees the City would have that there would be accessible parking next to the access points, such as Rosenberry Drive. Ms. Gabriel stated that changing the use would not trigger changes to the parking lot; however, it would be reasonable to put in accessible spaces at that time. She clarified that if a new project were proposed, it would come through the budget process for City Council approval. Mr. Yadon stated that the proposed amendment provides flexibility to the City to provide access as desired by the City. Ms. Gabriel stated that there is a potential project at McEuen at the seawall, which is within 40 feet of the shoreline, and the proposed change would allow installation of picnic tables, etc. without requiring a PUD. She clarified that private property would still require a PUD for any requests for construction within 40 feet of the shoreline.

Councilman Edinger asked if there were any known projects at Tubbs Hill. Ms. Gabriel stated that two years ago there was discussion regarding extending the public docks at 11<sup>th</sup> Street, but no projects on Tubbs Hill.

PUBLIC COMMENTS: Mayor Bloem called for public comments.

Tom McTevia, 4586 Princetown Lane - Stated he was in favor of the amendment allowing accessible entrance into the water. People require tools to overcome inconveniences, and he requires certain tools to access the water in a wheelchair.

Don Waddell signed up in favor but did not wish to testify.

**ORDINANCE NO. 3452**  
**COUNCIL BILL NO. 12-1025**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.08.205 AND 17.08.230 TO PROVIDE THAT THE COEUR D'ALENE WASTEWATER TREATMENT PLANT AND IMPROVEMENTS ON CITY OWNED PROPERTY INTENDED TO PROVIDE OR SECURE PHYSICAL OR VISUAL ACCESS TO THE SHORELINE ARE NOT SUBJECT TO THE CITY'S SHORELINE REGULATIONS; 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 Kennedy, seconded by Edinger to pass the first reading of Council Bill No. 12-1025.

DISCUSSION: Councilman Gookin stated that he is happy the City is going forward with this amendment. He feels that it was very educational to learn about physical disabilities and to provide accessibility to the water.

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

Motion by Edinger, seconded by McEvers to suspend the rules and to adopt Council Bill No. 12-1025 by its having had one reading by title only.

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

I.C. 67-2345 Motion by Gookin, seconded by Adams to enter into Executive Session as provided by I.C. 67-2345 § F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

The Council entered into Executive Session at 8:43 p.m. Members present were the Mayor, City Administrator, City Council, City Attorney, Finance Director, and Deputy City Administrator.

Matters discussed were pending litigation including Dixon Mediation and the stormwater utility. No action was taken and the Council returned to its regular session at 9:12 p.m.

**DIXON MEDIATION:** Motion by Kennedy, seconded by Gookin to accept the City Attorney's recommendation regarding the Dixon mediation.

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

**ADJOURNMENT:** Motion by Adams, seconded by Gookin that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 9:14 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod  
City Clerk Apprentice

RESOLUTION NO. 12-043

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 AUTHORIZING THE STREETS DEPARTMENT DECLARATION OF SURPLUS PROPERTY; APPROVING AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH DALTON GARDENS FOR THE GOVERNMENT WAY IMPROVEMENT PROJECT AND AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS FROM POLICE, CITY CLERK AND LEGAL DEPARTMENTS.

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

- A) Authorizing the Streets Department Declaration of Surplus Property;
- B) Approving an Amendment to the Memorandum of Understanding with Dalton Gardens for the Government Way Improvement Project;
- C) Authorizing the Destruction of Certain Records from Police, City Clerk and Legal Departments;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through C" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 6<sup>th</sup> day of November, 2012.

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

ATTEST

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

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

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

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

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

# CITY COUNCIL STAFF REPORT

**DATE:** October 22, 2012  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** **DECLARE SURPLUS USED EQUIPMENT**

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## **DECISION POINT:**

The purpose of this report is for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to auction.

## **HISTORY:**

For many years we had partnered with the School District and Kootenai County to provide an auction for us to surplus used equipment. The last several years the county and school district have used a reputable auction house to clear their used items.

## **PERFORMANCE ANALYSIS**

This equipment has been deemed of little value to departments. We looked to provide or offer in-house before we sent items to surplus.

## **FINANCIAL ANALYSIS**

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. Very minimal cost to the department for us to shuttle items to Post Falls.

## **DECISION POINT:**

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

List of items

Here is a brief description of each item,

- 1992 Chevy S-10 Pickup ST 276, VIN # 1GCCS14A8N8169918 , Plate # C7508
- Rex SP 400 Roller ST 283, City of CDA tag #00032, Serial # 4GL 222
- Central Machinery Milling + Drilling Machine, City of CDA tag # 135\_\_ (part of tag was missing), Serial #7646, Model #590
- OPTELEC Microfiche reading machine City of CDA tag #1241, Serial #9604-A1A9-249
- Little Beaver hole Drill, City of CDA tag #00031
- Sherman Williams Airless paint Spray System With Honda G300 engine
- Pickup Bed Toolbox
- Leer 700 Pickup bed Tonneau cover (White)

**CITY COUNCIL  
STAFF REPORT**

**DATE:** November 6, 2012

**FROM:** Mike Gridley – City Attorney

**SUBJECT:** Amendment of MOU with City of Dalton Gardens for the Government Way Improvement Project

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**DECISION POINT:**

Should the city amend the existing MOU with the city of Dalton Gardens (DG) to change the date that property owners must connect to the sewer infrastructure, to approve the Sewer Use Ordinance adopted by DG, and to designate the city of Coeur d'Alene (CDA) as their agent for implementation and enforcement of the DG Sewer Use Ordinance?

**HISTORY:**

The original MOU between DG and CDA was signed on July 20, 2010 to provide the framework for a cooperative effort to rebuild a portion of Government Way and install sanitary sewer. The original MOU required DG commercial properties to connect to the sewer within five years of completion of the sewer. DG is requesting that the five years be extended to fifteen years so as to allow property owners more time to financially afford the costs associated with connecting to the sewer. The CDA Wastewater Department supports this amendment.

Further, the original MOU required DG to adopt a Sewer Use Ordinance and they have now adopted one that has been reviewed and approved by CDA staff.

Finally, the Amended MOU provides authority for CDA to be DG's agent for implementation and enforcement of the Sewer Use Ordinance regarding commercial/industrial uses in DG as well as issuing plumbing permits and conducting related inspections. CDA staff have approved of this agency arrangement with DG.

**FINANCIAL ANALYSIS:**

There is no financial impact on the city. All costs associated with the implementation, enforcement, permits and inspections will be recouped by CDA from the DG property owners.

**PERFORMANCE ANALYSIS:**

The amendment to the MOU will clarify the final details for DG commercial/industrial properties to begin connecting to the CDA sewer system.

**DECISION POINT/RECOMMENDATION:**

Council should approve the proposed amendment to the original MOU between CDA and DG.

**ATTACHMENTS:**

- 1) Original July 20, 2010 MOU
- 2) DG adopted Sewer Use Ordinance
- 3) Ordinance exhibit



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF DALTON GARDENS  
AND  
THE CITY OF COEUR D'ALENE  
FOR  
THE GOVERNMENT WAY IMPROVEMENT PROJECT**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) is between the City of Dalton Gardens ("DG") and the City of Coeur d'Alene ("CDA") and is intended to document the parties' understanding of, and agreement to cooperate on the Government Way Improvement Project from Dalton Avenue to Prairie Avenue (the Project).

**II. RECITALS:**

WHEREAS, DG and CDA are municipal corporations organized under the laws of the State of Idaho; and

WHEREAS, DG and CDA agree that Government Way between Dalton and Prairie needs widening and other improvements for the benefit of their citizens; and

WHEREAS, CDA has been awarded funding for the Dalton Avenue to Hanley Avenue portion of the Project and is willing to design, manage and construct the Project; and

WHEREAS, in order to build the Project, CDA must acquire land in DG that is adjacent to the existing Government Way; and

WHEREAS, the owners of the commercial, and manufacture/light industrial zoned property (collectively referred to hereafter as "commercially zoned property") in DG east of Government Way between Dalton Avenue and Prairie Avenue desire to connect their commercially zoned property to CDA sanitary sewer; and

WHEREAS, CDA, in exchange for the acquisition of the land needed for the Project is willing to allow owners of the commercially zoned property in DG between Dalton and Prairie east of Government Way to connect to the CDA sanitary sewer; and

WHEREAS, in exchange for CDA allowing the owners of the commercially zoned property in DG that is between Dalton and Prairie and is east of Government Way the right to connect to the CDA sanitary sewer, DG is willing to use its power of eminent domain, or assign said power to CDA, to acquire the land required for the Project in DG that is adjacent to the existing Government Way; and

WHEREAS, it is the mutual desire of DG and CDA to memorialize their understanding and agreement with respect to their cooperation on the Project; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

**III. AGREEMENT:**

**A. CDA hereby agrees to:**

1. Provide design, management, construction and funding for the Project, including land acquisition.
2. Provide sanitary sewer to the commercially zoned properties in DG shown in Exhibit A, including subsequent subdivisions of the property within the boundary.
3. Accept ownership of the sewer infrastructure upon DG's final payoff of the sewer infrastructure bond(s).
4. Operate and maintain the sewer infrastructure within the road right of way.
5. Bill sewer customers within DG on the same schedule and at the same rate as CDA customers.
6. Charge sewer customers within DG connection and capitalization fees at the same rate as CDA customers.
7. Participate in paying its share of the sewer project costs to construct sewer facilities to service CDA customers.
8. Charge new customers in property annexed by CDA and provided sewer service by the sewer line constructed as part of this MOU an additional connection fee that is equivalent to the LID assessment charged to DG parcels and remit these funds to DG. The additional connection fee to be paid to DG shall accrue interest at the rate of seven percent (7%) and be due at the time a customer, in the property annexed by CDA, is connected to the sewer line being constructed by DG.
9. CDA agrees to provide DG sewer service for the commercially zoned property provided the DG commercial zone density does not exceed CDA's C17 zone density. CDA will charge the capitalization fee rate at time of hook up.

10. CDA shall be solely responsible for the eminent domain/condemnation proceedings and actions within Dalton Gardens and, to the fullest extent allowed by Idaho law, shall and does hereby agree to hold harmless and indemnify DG against all claims, demands, suits, or any actions arising out of the eminent domain/condemnation actions being conducted by CDA in the City of Dalton Gardens.

B. DG hereby agrees to:

1. Use, or assign to CDA its right to use, eminent domain to acquire the land in DG that is needed to complete the Project. The right of eminent domain in acquisition of the land in DG needed for the project shall not exceed twenty (20) feet in width east of and adjacent to Government Way, and shall be for right-of-way only.
2. Pay, or cause to be paid by the owners of the commercially zoned property, all costs and cap fees of any kind associated with the permitting, design, construction, and connection of the commercially zoned properties in DG east of Government Way between Dalton and Prairie Avenues to the CDA sanitary sewer as approved by the CDA Wastewater Department.
3. Adopt a municipal sewer wastewater ordinance, including industrial pretreatment that can be no less restrictive than CDA's wastewater ordinance and that authorizes CDA to investigate and analyze harmful discharges from DG customers.
4. Adopt ordinances as necessary to allow CDA to charge sewer connection, capitalization, and industrial pretreatment and monthly rates to DG customers.
5. Establish an agreement with Dalton Water Association (DWA) wherein DWA will terminate water service within 30 days notification from CDA that a customer is delinquent on the sewer charges, or DG will agree to pay CDA delinquent sewer fees and DG can recover DG customer sewer fees through DG's ability to certify delinquent charges to the County tax roll.
6. Cause existing property owners with buildings using septic drainfield systems to connect to the sewer collection system within five years of completion and commissioning of the sewer infrastructure.
7. Participate in paying its share of any Federal grant match and all costs for any improvements in the Project requested by DG.
8. Amend and obtain DEQ approval of the June 1997 regional wastewater facility plan and accompanying Environment Impact Statement.

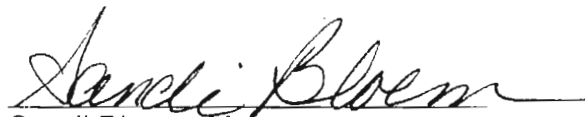
9. Amend and obtain DEQ approval of the City of Coeur d'Alene's December 2009 wastewater facility plan amendment and the accompanying Findings Of No Significant Impact.
10. Conduct a hydraulic capacity analysis of the pertinent CDA sewer collection system to verify that the number of Population Equivalents that CDA is willing to sell DG will not overload the CDA system. Should any restrictions be identified, DG agrees to pay for whatever remedy that may be mutually agreed on.
11. The above provisions items C.2 to C.10 regarding sewer become null and void if DG elects not to construct the sewer line as contemplated herein and/or elects not to proceed with LID process.

D. It is further agreed by all parties:


1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement.
3. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

Dated this 20<sup>th</sup> day of July, 2010

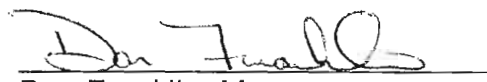
**CITY OF COEUR D'ALENE**

  
Sandi Bloem, Mayor


**ATTEST:**

  
Susan Weathers, City Clerk

**CITY OF DALTON GARDENS**

  
Dan Franklin, Mayor

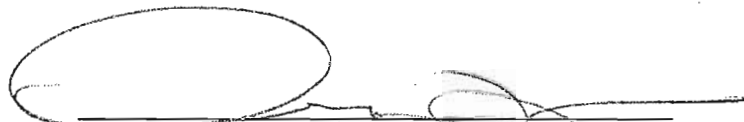
**ATTEST:**

  
Marcia Wingfield, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 20<sup>th</sup> day of July, 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 Idaho  
Residing at Port Falls  
My Commission expires: 10-30-15

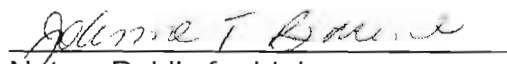
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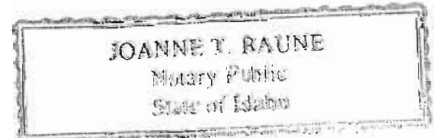


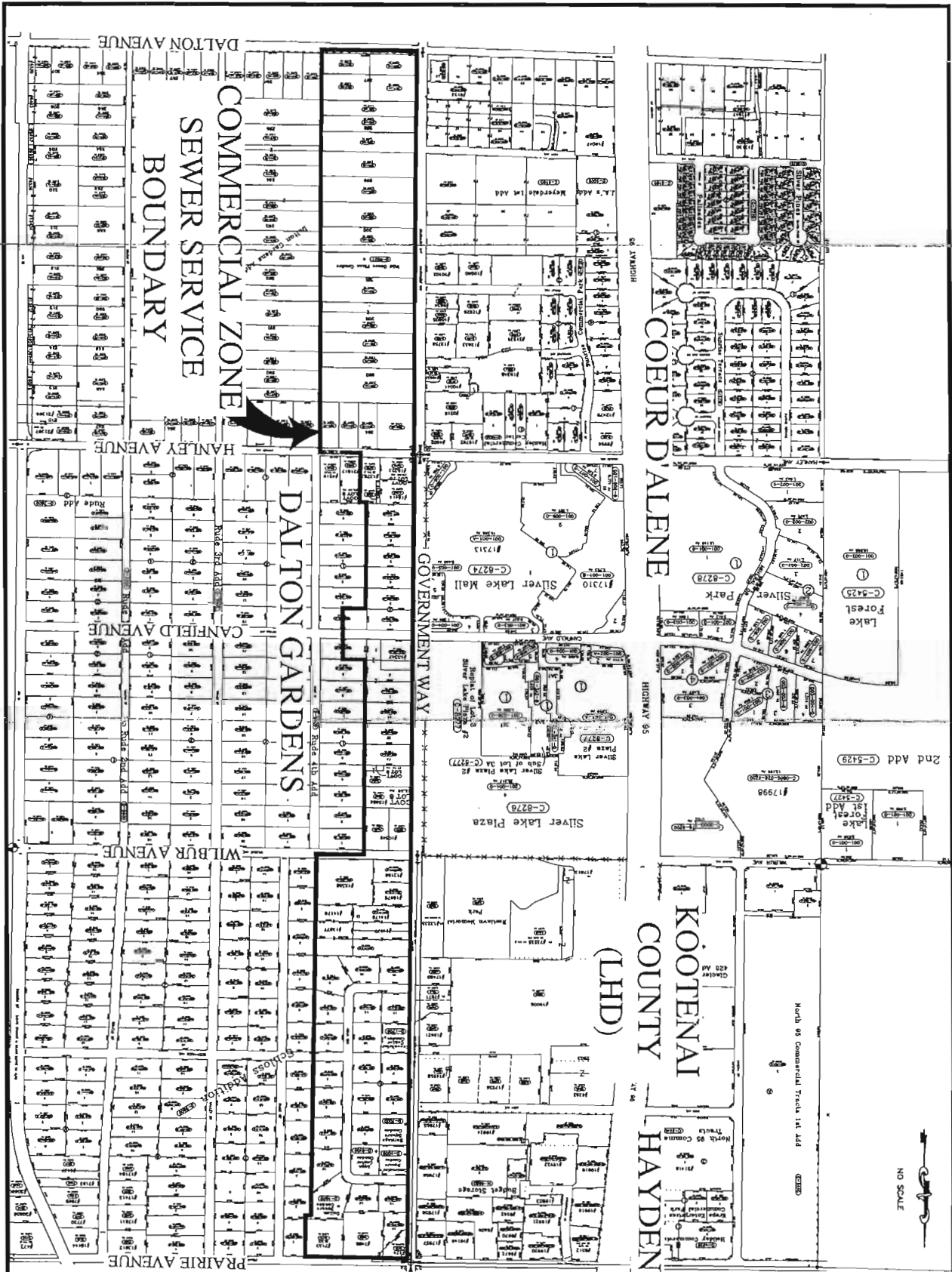
STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 22 day of July, 2010, before me, a Notary Public, personally appeared **Dan Franklin** and **Marcia Wingfield**, known to me to be the Mayor and City Clerk, respectively, of the City of Dalton Gardens that executed the forgoing instrument and acknowledged to me that said City of Dalton Gardens executed the same.

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

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Coeur d'Alene  
My Commission expires: 11/14/11





CITY OF DALTON GARDENS  
 GOVERNMENT WAY  
 DALTON TO PRAIRIE AVE.

EXHIBIT A

PROJECT NO.: 41006  
 DESIGNED BY: MARG  
 DRAWN BY: JLG  
 CHECKED BY: DWG  
 DWG NAME: 41006D03.DWG  
 DATE: 05-27-10  
 SHEET NO.:

**WELCH-COMER**  
 ENGINEERS | SURVEYORS

www.welchomer.com 208-664-9382  
 350 E. Kathleen Ave. (toll free) 877-815-5672  
 Coeur d'Alene, ID 83815 (fax) 208-664-5946

NO.	DATE	REVISION DESCRIPTION	BY

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**SEWER ORDINANCE**

ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE OF DALTON GARDENS, IDAHO, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, OF THE DALTON GARDENS MUNICIPAL CODE, ADDING TITLE 7 CHAPTER 6 ENTITLED MUNICIPAL SEWER ORDINANCE OF DALTON GARDENS; ADDING A PURPOSE, ADDING USER CHARGES, SERVICE CHARGES AND FEES, ADDING BILLING PROCEDURES, WHEN SEWER SERVICE CONNECTION IS REQUIRED, CAPITALIZATION FEES, AND PROVIDING PENALTIES, SEVERABILITY AND AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of Dalton Gardens, Idaho:

**SECTION 1: AMENDMENTS:** Title 7 Chapter 6 of the Dalton Gardens Municipal Code shall be added as follows, to be known as the Dalton Gardens Sewer Use Ordinance:

7-6-1: PURPOSE OF PROVISIONS:

It has been determined that a commercial/industrial sewer main has been or will be installed under Government Way, and that the commercial and/or light industrial areas of the City will have such sewer line available to connect to for sanitary sewage disposal. The City of Coeur d'Alene has required, as a part of the commercial/industrial users in the City of Dalton Gardens connecting to the City of Coeur d'Alene's wastewater collection and treatment system, that an Ordinance be passed which will be no less stringent and as broad in base as the City of Coeur d'Alene's sewer use ordinance.

Further, it has been determined that the cost of operation, maintenance and improvement of the wastewater collection and treatment works is largely dependent upon the quantity and quality of effluent discharged by the various users into the system; and that the charging of a fee based upon the quantity of wastewater discharged and the strength of effluent discharged by such users will result in an equitable distribution of the costs amongst the users. To equitably establish such fees, sewer users have been classified in several classes according to volume and strength of effluent received.

7-6-2: DEFINITIONS:

- A. "Sewer Service Connection" is the pipe, fittings and appurtenances from the sewer main to the pipe extended five feet beyond the building foundation
- B. "Building Plumbing" is the sewer plumbing within the building foundation and extending five feet beyond the building foundation.
- C. "Sewer Main" is the public or non-public sewer main designed and constructed in accordance with IDEQ rules.
- D. "Commercial" or "Industrial" shall have the same meaning for the purpose of this ordinance.

7-6-3:           PRETREATMENT CONTROLS AND WASTEWATER REQUIREMENTS: After passage of this ordinance, all commercial/industrial uses of the City of Coeur d'Alene sewer system are subject to the pretreatment controls and those provisions in Uniform Wastewater Requirements, Coeur d'Alene Municipal Code Title 13, Chapters 13.20.1.1 through 13.20.13.1, now in effect or as subsequently amended.

7-6-4:           CONNECTION TO CITY OF COEUR D'ALENE SEWER SYSTEM REQUIRED;  
WHEN:

The owner of any property within the 2012 Commercial District of the city of Dalton Gardens as shown in Exhibit A, the use of which property results in the generation or existence of sewage, which property abuts a public street (including but not limited to Dalton Avenue, Hanley Avenue, and/or Government Way), alley, or easement in which there is a municipal sewer collector line shall at the owner's expense connect the sewage generating facilities on such property to the city of Coeur d'Alene sewer system if any of the following conditions hereafter exist:

- A.     A failing septic system as defined in IDAPA 58.01.03.003.13;
- B.     The actual or proposed generation of Non-Domestic Wastewater on the parcel;
- C.     The actual or proposed wastewater flow over 250 gallons per day per acre, subject to the provisions of this Ordinance;
- D.     A new use on the property including a new structure with plumbing;
- E.     A parcel subdivision;
- F.     Expiration of the 15 year grace period for connection, or {September 30, 2027}, whichever occurs first.

7-6-5:           FAILURE TO CONNECT; CONNECTION MADE BY CITY OF DALTON  
GARDENS

Should the owner of any property within the Commercial District of the city of Dalton Gardens, described in the foregoing section, fail to connect all sewage generating facilities on such property to the sewer system of the city of Coeur d'Alene after ~~the~~ notice and within any required time limit, provided in the foregoing section, the city of Dalton Gardens may cause such facilities to be so connected and assess the cost of connecting such facilities to the owner of the property on which the facilities are located, which costs shall thereafter be a lien on said property and may be collected as provided by Idaho Code section 50-1008 or in any other manner allowed by law. Alternatively, the City of Dalton Gardens shall have the right to institute action for injunction, abatement, or other action to prevent, enjoin, abate or remove such unlawful use, and the City of Dalton Gardens shall have the further right to withhold or refuse to renew a business license until compliance is achieved.

7-6-6:           CITY OF COEUR D' ALENE IS DESIGNATED AGENT:

City of Dalton Gardens designates City of Coeur d'Alene as the agent of City of Dalton Gardens for the purposes of implementation and enforcement of this City of Dalton Gardens sewer use ordinance against commercial/industrial uses located in City of Dalton Gardens. City of Coeur d'Alene may take any action under this City of Dalton Gardens sewer use ordinance that could have been taken by City of Dalton Gardens, including the enforcement of the ordinance.



7-6-7: AGENT DUTIES:

City of Coeur d'Alene, on behalf of and as agent for City of Dalton Gardens, will perform technical and administrative duties necessary to implement and enforce City of Dalton Gardens sewer use ordinance. City of Coeur d'Alene will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling and analysis; (4) take all appropriate enforcement action as outlined in City of Coeur d'Alene's enforcement response plan and provided for in City of Dalton Gardens sewer use ordinance; (5) issue plumbing permits and collect plumbing permit fees, review plumbing plans and perform plumbing inspections; and (6) perform any other technical or administrative duties the cities deem appropriate. In addition, City of Coeur d'Alene may, as agent of City of Dalton Gardens, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.

7-6-8: CAPITALIZATION FEE SCHEDULE DESIGNATED:

A. The owners of property connecting to the Coeur d'Alene sewer system, directly or by connecting to a private system that connects to the city of Coeur d'Alene sewer system shall be assessed a sewer capitalization fee in an amount as set forth by the City of Coeur d'Alene Capitalization Fee Schedule under Title 13 Chapter 16 of the Coeur d'Alene Municipal Code.

7-6-9: PAYMENT OF CAPITALIZATION FEE:

The sewer capitalization fee provided in the Coeur d'Alene Municipal Code Title 13, Chapter 16 shall be paid to the city of Coeur d'Alene treasurer upon connection to the Coeur d'Alene City sewer under the criteria as set forth in Coeur d'Alene Municipal Code Title 7 Chapter 6 Section 12.

7-6-10: CITY OF COEUR D'ALENE WASTEWATER FUNDS:

All sewer capitalization fees and user service charges received and collected under authority of this chapter shall be deposited and credited in their respective special funds designated as the City of Coeur d'Alene Wastewater funds.

7-6-11: DISPOSITION OF FUNDS:

All charges received and collected pursuant to this chapter, other than plumbing permit fees, shall be by the city of Coeur d'Alene treasurer deposited and credited to either a special fund, to be designated as the sewer system capital improvement fund, which fund is established pursuant to Idaho Code section 59-236, or the Wastewater user charge fund. These sewer system funds shall be used only for uses authorized by Idaho Code or City of Coeur d'Alene Municipal Code.

7-6-12: USER CHARGES:

The City of Coeur d'Alene shall assess commercial/industrial user's charges for wastewater use, collection, and treatment as determined by the City of Coeur d'Alene under its Municipal Code Title 13 Chapter 8.

7-6-13: SERVICE CHARGES AND FEES:

The monthly service charges or fees levied and assessed for use of the Coeur d'Alene sewer system shall be as set by the Coeur d'Alene Municipal Code Title 13 Chapter 8, and as provided by sections 13-8-040 and 13-8-050, (as amended) and include fees and charges for billing, delinquency, and penalty charges.

7-6-14: UNPAID FEES AND CHARGES; LIEN:

The owner, to the extent permitted by law, and occupant of any such premises using the sanitary sewer system shall be jointly and severally liable for all fees and charges assessed by the city of Dalton Gardens. Such charges shall become a lien upon and against the property against which the charge or fee is levied to the extent permitted by the laws of the state and the ordinances of the city of Dalton Gardens or the city of Coeur d'Alene and may be collected in any manner permitted or hereafter permitted by law.

7-6-15: DELINQUENCY:

In case of nonpayment or delinquency in payment of charges provided herein, the city of Dalton Gardens may discontinue sewer services to the property for which such charge is made.

7-6-16: DISCONNECTION FOR NONPAYMENT:

In case of nonpayment or delinquency in the payment of sewer charges or fees imposed, the wastewater department of the city of Coeur d'Alene is authorized and directed to, upon ten (10) days' notice to the owner, occupant or person in charge of the premises, disconnect and plug the sewer connection with the sewer system of the city of Coeur d'Alene and such sewer shall remain disconnected until such fees, including a reconnection fee of two hundred dollars (\$200.00), has been paid to the treasurer of the City of Coeur d'Alene.

7-6-17: RESPONSIBILITY FOR INDIVIDUAL SEWER SERVICE CONNECTIONS:

The lot owner is responsible for maintenance and replacement as necessary for the sewer service connection that connects a dwelling or business to the connection at the public sewer main including any necessary maintenance and/or replacement within the public rights of way and public utility easements. Any work within the public rights of way or public utility easements must be approved by the city of Coeur d'Alene engineer or his/her designee prior to the commencement of work.

7-6-18: VIOLATION; PENALTY:

Any person violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be subject to penalty as provided for in Title 1 Chapter 4 of this code.

**SECTION 2: SEVERABILITY**

Should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 3: CONFLICTING ORDINANCE PROVISIONS**

If any conflict occurs between this Ordinance and provisions of the other City Ordinances, the more restrictive Ordinance shall take precedence.

**SECTION 4: EFFECTIVE DATE**

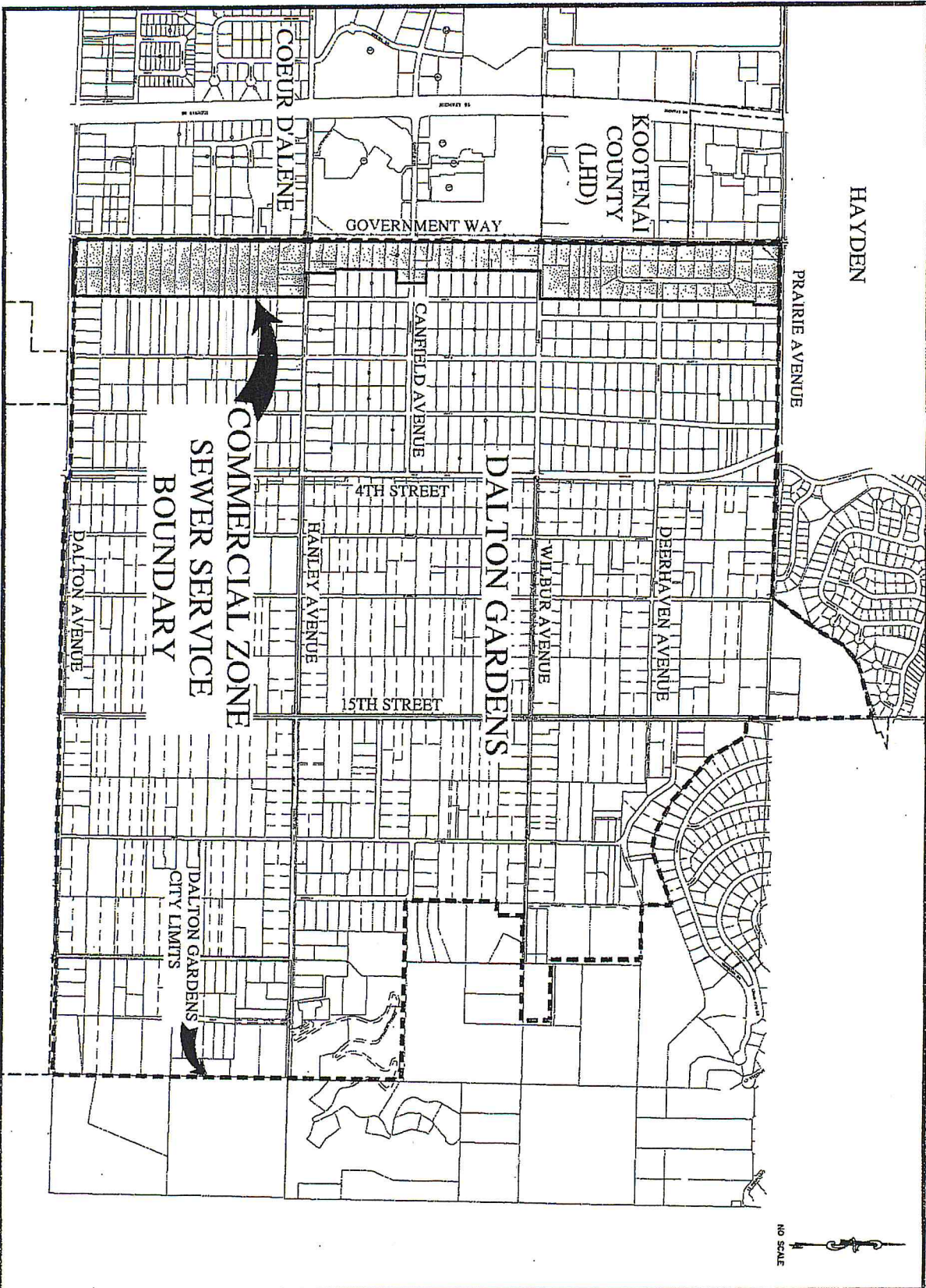
This Ordinance shall take effect and be in full force upon its passage, approval, and publication in one (1) issue of the Coeur d'Alene Press.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Dan Franklin, Mayor, Dalton Gardens

ATTEST:

\_\_\_\_\_  
Marcia Wingfield, City Clerk



<p>PROJECT NO.: 41008          DESIGNED BY: MFG/PPS          DRAWN BY: JLG/SDB          CHECKED BY: AYCD/SOJ, DWG          DATE: 04-23-2012          SHEET NO.:</p>	<p>CITY OF DALTON GARDENS          GOVERNMENT WAY          DALTON TO PRAIRIE AVE.</p> <p>EXHIBIT A</p>	<p><b>WELCH-COMER</b>          ENGINEERS &amp; SURVEYORS</p> <p>www.welchcomer.com 208-664-5382          350 E. Kathleen Ave. (toll free) 877-816-5672          Coeur d'Alene, ID 83815 (fax) 208-664-5946</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISION DESCRIPTION	BY									<p>4/23/2012          This document contains confidential information and is intended only for the use of the individual or entity named herein. If you have received this document by mistake, please notify the sender immediately by e-mail at <a href="mailto:info@welchcomer.com">info@welchcomer.com</a> or by phone at 208-664-5382. No part of this document may be reproduced without the prior written permission of Welch-Comer Engineers &amp; Surveyors, Inc. © 2012</p>
NO.	DATE	REVISION DESCRIPTION	BY												

**ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF DALTON GARDENS  
AND  
THE CITY OF COEUR D'ALENE  
FOR  
THE GOVERNMENT WAY IMPROVEMENT PROJECT**

**I. PURPOSE:**

The purpose of this Addendum to Memorandum of Understanding (MOU) is add, modify and/or correct certain agreements and provisions of that MOU between the City of Dalton Gardens (DG) and the City of Coeur d'Alene (CDA) for the Government Way Improvement Project, the original of which was entered into by the above named municipalities on the 20<sup>th</sup> day of July, 2010 and is by reference incorporated as if fully set forth herein.

**II. RECITALS:**

WHEREAS, the sanitary sewer line referenced in the original MOU has been constructed along Government Way between Dalton Avenue and Prairie Avenue and is available to service commercial/industrial properties within said service area, and

WHEREAS, the parties desire to modify and add certain provisions to said original MOU

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph B.6. on page 3 of the original MOU shall be modified as follows:

Cause existing property owners with buildings using septic drainfield systems to connect to the sewer collection system within fifteen (15) years of completion and commissioning of the sewer infrastructure.

2. Pursuant to the original MOU, DG shall adopt that Sewer Wastewater Ordinance, a copy of which has been reviewed by both cities and is by reference incorporated as if fully set forth herein.

3. DG pursuant to the Ordinance shall and does hereby designate CDA as the agent of DG for the purpose of implementation and enforcement of the DG Sewer Wastewater Ordinance and said agent's duties shall be as set forth in 7-6-7 of the referenced Sewer Wastewater Ordinance.

Dated this 6<sup>th</sup> day of November, 2012.

**CITY OF COEUR D'ALENE**

**CITY OF DALTON GARDENS**

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

\_\_\_\_\_  
Dan Franklin, Mayor

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Susan Weathers, City Clerk

\_\_\_\_\_  
Marcia Wingfield, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 6<sup>th</sup> day of November, 2012, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of November, 2012, before me, a Notary Public, personally appeared **Dan Franklin** and **Marcia Wingfield**, known to me to be the Mayor and City Clerk, respectively, of the City of Dalton Gardens that executed the foregoing instrument and acknowledged to me that said City of Dalton Gardens executed the same.

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

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

MEMORANDUM

DATE: November 6, 2012  
TO: City Council  
FROM: Susan Weathers, City Clerk  
RE: Request for Destruction of Records

---

**DECISION POINT:**

Would the City Council approve the destruction of certain public records retained in the Municipal?

**HISTORY:**

Pursuant to the Records Retention regulations, the attached list of records is being presented to the Council for authorization for the destruction of such records.

**PERFORMANCE ANALYSIS:** Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

**DECISION POINT:** To adopt Resolution 12-043 authorizing staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

**CITY COUNCIL  
STAFF REPORT**

**DATE** November 6, 2012

**FROM:** Juanita Knight - Senior Legal Assistant, Legal Department

**SUBJECT:** Destruction of Semi-perm & Temporary Records

---

***DECISION POINT:***

Authorize the office of the City Attorney – Civil Division to destroy semi-perm & temporary records.

***HISTORY:***

In order to optimize space for storage of records, requests for destruction of records is processed. Attached is a listing of semi-perm & temporary records requested for authorization to destroy.

***FINANCIAL ANALYSIS:***

By routinely reviewing records that have been stored and destroying those records no longer required to be maintained, we are creating a cost-avoidance in that the need to rent additional storage space would not be necessary.

***PERFORMANCE ANALYSIS:***

Storage space is always in demand and the destruction of outdated records frees some of that space for new records.

***DECISION POINT/RECOMMENDATION:***

Council adoption of a resolution authorizing the Civil Division to destroy semi-perm & temporary records as requested.



MEMORANDUM

DATE: October 19, 2012  
TO: City Council  
FROM: Wayne Longo  
RE: Request for Destruction of Records

---

**DECISION POINT:**

Would the City Council approve the destruction of certain public records?

**HISTORY:**

Pursuant to the Records Retention regulations, the attached list of records is being presented to the Council for authorization for the destruction of such records.

**PERFORMANCE ANALYSIS:** Because of the lack of storage space, records are routinely reviewed to determine if the necessity of maintaining the record is warranted. Because the attached list of records has exceeded the time required to maintain them and their useful life has been exhausted, it is necessary to purge these files in order to maintain storage space for future records.

**DECISION POINT:** To adopt Resolution 12-043 authorizing staff to proceed with the destruction of records as listed pursuant to I.C. 50-908.

REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: Police

**Type of Record:**    \_\_\_ Semi-permanent    X Temporary

**Dates of Records:**   FROM: 12 / 31 / 07 THROUGH 09 / 30 / 10

**Description of Records:** Daily Vehicle Inspection Slips and Daily Vehicle Status Reports (hard copy and electronic), Vehicle Procurement Records, Supply Order Logs, and Vehicle & Equipment Inventories.

**Type of Record:**    \_\_\_ Semi-permanent    \_\_\_ Temporary

**Dates of Records:**   FROM: \_\_\_/\_\_\_/\_\_\_ THROUGH \_\_\_/\_\_\_/\_\_\_

**Description of Records:**

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**Type of Record:**    \_\_\_ Semi-permanent    \_\_\_ Temporary

**Dates of Records:**   FROM: \_\_\_/\_\_\_/\_\_\_ THROUGH \_\_\_/\_\_\_/\_\_\_

**Description of Records:**

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**Type of Record:**    \_\_\_ Semi-permanent    \_\_\_ Temporary

**Dates of Records:**   FROM: \_\_\_/\_\_\_/\_\_\_ THROUGH \_\_\_/\_\_\_/\_\_\_

**Description of Records:**

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**REQUEST FOR DESTRUCTION OF RECORDS**  
**DEPARTMENT: Police**  
**DATE: October 19, 2012**

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Daily Vehicle Inspection Slips and Daily Vehicle Status Reports (hard copy and electronic), Vehicle Procurement Records, Supply Order Logs, and Vehicle & Equipment Inventories.	Temp	December 31, 2007 to September 30, 2010

REQUEST FOR DESTRUCTION OF RECORDS  
DEPARTMENT: Municipal Services  
DATE: November 6, 2012

RECORD DESCRIPTION	TYPE OF RECORD (Perm./Semi-P/Temp)	DATES OF RECORDS (From - To)
Bid Specifications and Bid Submittals	Temporary	2000-2010
Bonds and Insurance Certificates for Business Licenses	Temporary	2010
Cast Ballots for Nov. 6, 2007 Election	Temporary	2007
License Application forms	Semi-Permanent	2007
Sign Permits	Semi-Permanent	Prior to 2007
Proclamations	Temporary	Prior to 2007
Yearly Permits	Semi-Permanent	2006/2007

# REQUEST FOR DESTRUCTION OF RECORDS

DEPARTMENT: *Legal-Civil*

DATE: *November 6, 2012*

RECORD DESCRIPTION <i>[GENERAL / MISCELLANEOUS FILES]</i>	TYPE OF RECORD (Perm./ Semi-P / Temp)	DATES OF RECORDS (From - To)
Sherman vs City #62687	Semi Perm	1986
School District 271 vs City LID issue #29499		1988
Richards vs City		1989
St. Paul Fire and Marine vs City		1977
Rodriguez, vs City #1340 & 84-3013		1986
Rozsynia / Coleman vs City #60776		1986
City vs Fender #97-05704 & 98-284C		1998
Averitt / KJS Entertainment aka Ratskeller vs City #37138 & 12947		1980

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** October 22, 2012  
**FROM:** Tim Martin, Street Superintendent  
**SUBJECT:** 2012-2013 SNOW PLAN

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**DECISION POINT:**

Staff requests Council approval of the 2012-2013 Snow Plan.

**HISTORY/BACKGROUND:**

Each year, the City has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. As in previous years, the proposed (draft) 2012-2013 Snow Plan summary has been made available at the Council Mail Room and at the Street Maintenance Department offices.

**FINANCIAL ANALYSIS:**

The proposed Snow Plan update is an annual "housekeeping" action that requires minimal staff time. Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles and made available on the city website. The Snow Plan is the city's primary means of educating the public on city snow removal policies.

**PERFORMANCE ANALYSIS:**

The majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be carried out as routine operations this year. Four procedures worth noting are:

- Continue to provide the citizens with "State of the Art" plow operations and provide unrestricted road surfaces. As the city continues to grow and more streets are extended the citywide plowing completion target will again be 37 hours (a reduction of 35 percent reduction since winter 1999-2000).
- Sledding Hills were reduced from (4) four to (2) two in 2009
- Snow will not be plowed from alleys, however, some occasional spot sanding and/or plowing may be done by the Street Maintenance Department if it can be done safely with the goal of precluding curtailment of alley trash service." (added 2011)

Changes proposed for the 2012-2013 snow plan are summarized below:

- Added new and/or extended streets, new subdivisions and cul-de-sacs.

**DECISION POINT/RECOMMENDATION:**

Staff requests Council approval of the 2012-2013 Snow Plan.

**CITY COUNCIL  
STAFF REPORT**

DATE: NOVEMBER 6, 2012  
TO: MAYOR AND CITY COUNCIL  
FROM: LEGAL DEPARTMENT  
RE: SETTING OF PUBLIC HEARING DATE: DECEMBER 4, 2012

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The Legal Department is requesting that the following item be placed on the City Council agenda for December 4, 2012 for the scheduling of a public hearing on December 6, 2012:

*Proposed adoption of Drainage Works Utility ordinance and setting of rates/fees*

In order to satisfy the mandatory 15-day notice requirement, the next recommended public hearing date will be **DECEMBER 6, 2012.**

Information regarding the proposed rates/fees can be reviewed at the office of the City Finance Director.



## STAFF REPORT

DATE: November 6, 2012

TO: Mayor and City Council

FROM: Susan Weathers, City Clerk

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

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**DISCUSSION POINT:** Would the City Council approve of allowing the Downtown Association to conduct free horse-drawn carriage rides in the downtown area each Saturday and Sunday from December 1<sup>st</sup> through 22<sup>nd</sup>, 2012?

**HISTORY:** Attached is a letter from Terry Cooper, representing the Downtown Association, requesting approval to allow the Downtown Association, in association with the Spokane Teacher's Credit Union, to provide free horse-drawn carriage rides in the Downtown area. The route would be begin at the Coeur d'Alene Visitor's Center on 1st and Sherman, east on Sherman to 6th Street, north on 6th Street to Lakeside Avenue and then west on Lakeside Avenue back to 1st Street and the Visitor's Center. The rides will be free of charge and requested to be conducted on each Saturday from December 1<sup>st</sup> through the 22<sup>nd</sup>, noon - 4:00 p.m. Previously, the City Council has approved requests for use of City streets for the operation of horse-drawn carriages. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle sign and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles.

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

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

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

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

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



October 22, 2012

Coeur d'Alene City Council

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

These rides would be available each Saturday, December 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> & 22<sup>nd</sup> from Noon – 4 pm.

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

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

We believe these carriage rides will enhance the spirit of the holiday season Downtown.

Terry Cooper

  
General Manager

Coeur d'Alene Downtown Association

# ANNOUNCEMENTS

# Memo to Council

DATE: October 26, 2012

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the November 6th Council Meeting:

KIRSTEN POMERANTZ

PED/BIKE ADVISORY COMMITTEE

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Susan Weathers, Municipal Services Director  
Monte McCully, Ped/Bike Advisory Committee Liaison

OTHER BUSINESS

RESOLUTION NO. 12-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LABOR AGREEMENT WITH THE COEUR D'ALENE POLICE ASSOCIATION.

WHEREAS, the Human Resources Director has recommended that the City of Coeur d'Alene enter into a Labor Agreement with the Coeur d'Alene Police Association pursuant to terms and conditions set forth the agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 6<sup>th</sup> day of November, 2012.

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

ATTEST:

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

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

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

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

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

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

COUNCIL MEMBER ADAMS Voted \_\_\_\_\_

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

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

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes



**October 22, 2012**  
**PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**4:00 p.m., Library Community Room**

**COMMITTEE MEMBERS PRESENT**

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

**STAFF PRESENT**

Amy Ferguson, Executive Assistant  
Tim Martin, Street Superintendent  
Jon Ingalls, Deputy City Administrator  
Mike Gridley, City Attorney  
Troy Tymesen, Finance Director

**Item 1           Declare Surplus Used Equipment**  
**Consent Calendar**

Tim Martin, Street Superintendent, presented a request for consent to declare various pieces of used equipment and items to be deemed surplus and authorization to take to auction. Mr. Martin explained in his staff report that for many years the city partnered with the school district and Kootenai County on an auction to dispose of surplus equipment. The last several years the county and school district have used a reputable auction house to clear their used items. Further, the equipment has been deemed to be of little value to departments and was offered in-house previously. There is no cost to the taxpayers and the auction house takes a percentage of the bid for the auctioned items. There is very minimal cost to transport the items to Post Falls.

Mr. Martin said that there are two significant pieces of equipment. The first is a 1992 Chevy S10 pickup, which has been handed down through various city departments for 20 years and was last used as a signboard holder. The pickup has 92,000 miles but also has sit and idled quite a bit at work zones and the motor is tired. The Streets Department was able to surplus the truck because they anticipate being able to put their sign board on another vehicle and one of their retiree's vehicles will be handed down to one of their supervisors. The second piece of equipment is a wrecked 1986 roller. The roller was replaced in the early 90's because the compaction on the roller was so poor that it wouldn't provide proper asphalt compaction. The roller has some life left and some highway districts and the City of St. Maries have shown some interest in it. The rest of the surplus equipment consists of things that were found when doing a routine clean out of the Street Department's shed. All of the equipment needs some work.

**MOTION by Gookin , seconded by McEvers, to recommend Council declare various pieces of used equipment and items as surplus and authorize staff to send them to auction.   Motion carried.**

**Item 2           2012-2013 Snow Plan**  
**Consent Calendar**

Tim Martin, Street Superintendent, presented a request for approval of the 2012-2013 Snow Plan. He explained in his staff report that each year the city has published a snow plan that outlines the policies, priorities and operational procedures for the Street Maintenance Department to follow in responding to snow emergencies. The Snow Plan is an annual "housekeeping" action that requires minimal staff.

Citizens and staff mutually benefit from a clear understanding of city snow removal policies and responsibilities. The Council's snow removal policies are recorded in the Snow Plan and distributed in various forms such as pamphlets, newspaper articles, and also made available on the city's website.

Mr. Martin further noted in his staff report that the majority of the policies and procedures outlined in the previous years' Snow Plan are still considered relevant and are proposed to be carried out as routine operations this year. Changes proposed for the 2012-2013 Snow Plan included adding new and/or extended streets, new subdivisions and cul-de-sacs.

Mr. Martin said that there are very few minor changes in the plan and the target is still 37 hours for a city-wide plow. There was also verbiage written into the Snow Plan last year about plowing and/or sanding some of the critical alleyways for Waste Management, even though they don't normally plow alleyways. Mr. Martin will bring the Snow Plan to the City Council at the 2<sup>nd</sup> meeting in November.

Mr. Martin said that the city's fleet can be commandeered during a major snow event. All of the equipment is not snow ready but they can be used in an emergency situation.

Councilman Gookin asked about the two different levels of condition red. Mr. Martin said that the department monitors the National Weather Service and all of the available assets that they have. They look for 2 inches in snow and whether it is going to warm up, cool down, or keep snowing. At the point when they receive 2 inches of snow and 4 are expected, they start plowing the hills and emergency routes. As more snow arrives, they assess the neighborhoods and determine if they need to plow them or stay on the arterials.

Councilman Gookin asked who catches people who are throwing snow into the street. Mr. Martin said they monitor it and look for the commercial offenders. Their first priority is to educate and they will actually talk to the contractors or make contact with the building owners. They had a couple of issues on 4<sup>th</sup> Street last year and were able to take care of it. Code Enforcement becomes involved if they feel it is necessary. The offense is a misdemeanor and is punishable by a \$1,000 fine or imprisonment for up to 180 days. As a result, it is most important for them to educate. Mr. Martin also confirmed that citizens are required to keep their sidewalks cleared.

Mr. Martin said that snow gates are not used on the arterials. Sometimes the plows that use the snow gates are called away during emergency situations and the snow gates are not used. It all depends on the snow conditions. Mr. Martin said that summaries of the Snow Plan are available at city hall, the police department, fire department, and the streets department.

Councilman Goodlander thanked Mr. Martin for plowing the alleys as it really does make a difference to keep the dumpsters in the alleys as long as possible.

**MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of the 2012-2013 Snow Plan. Motion carried.**

**Item 3            Amendment of MOU with City of Dalton Gardens for the Government Way Improvement Project**

**Consent Calendar**

Mike Gridley, City Attorney, presented a proposed amendment of the existing Memorandum of Understanding with the city of Dalton Gardens to change the date that property owners must connect to the sewer infrastructure, to approve the Sewer Use Ordinance adopted by the city of Dalton Gardens, and

to designate the city of Coeur d'Alene as their agent for implementation and enforcement of the Dalton Gardens Sewer Use Ordinance.

Mr. Gridley stated in his staff report that the original MOU between Dalton Gardens and Coeur d'Alene was signed on July 20, 2010 to provide the framework for a cooperative effort to rebuild a portion of Government Way and install sanitary sewer, which is now complete. The original MOU required Dalton Gardens commercial properties to connect to the sewer within five years of completion of the sewer. Dalton Gardens is requesting that the five years be extended to fifteen years so as to allow property owners more time to financially afford the costs associated with connecting to the sewer. The Coeur d'Alene Wastewater Department supports this amendment. Further, the original MOU required Dalton Gardens to adopt a Sewer Use Ordinance and they have now adopted one that has been reviewed and approved by Coeur d'Alene staff. Finally, the Amended MOU provides authority for Coeur d'Alene to be Dalton Garden's agent for implementation and enforcement of the Sewer Use Ordinance regarding commercial/industrial uses in Dalton Gardens as well as issuing plumbing permits and conducting related inspections. Coeur d'Alene staff have approved of this agency arrangement with Dalton Gardens.

Mr. Gridley further noted in his staff report that there is no financial impact to the city. All costs associated with the implementation, enforcement, permits and inspections will be recouped by Coeur d'Alene from the Dalton Gardens property owners. The amendment to the MOU will clarify the final details for Dalton Gardens commercial/industrial properties to begin connecting to the Coeur d'Alene sewer system.

Mr. Gridley explained that the properties could hook up to the sewer system sooner, but no later than fifteen years. Councilman McEvers asked if the City of Dalton Gardens has adopted their sewer ordinance yet. Mr. Gridley said that he thinks they are waiting for the City of Coeur d'Alene to approve the Memorandum of Understanding to make sure that the city is in agreement with everything. Their next council meeting isn't until a few days after Coeur d'Alene's council meeting.

Councilman McEvers asked about CAP fees and asked if a developer could still pay their CAP fees in advance. Mr. Tymesen confirmed that the developer could pay a CAP fee prior to hooking up to the system, but they cannot make payments on it.

Councilman McEvers asked about the six points in the Memorandum of Understanding which would require a property to hook up to the Coeur d'Alene sewer system and asked for clarification about the parameters for failure. He also asked why Panhandle Health was not involved. Mr. Gridley said that they had originally looked at making them a signatory to the Memorandum of Understanding, but the Wastewater Department is monitoring the agreement. Councilman Goodlander explained that if the property owner makes any changes to the use of the property from what it is today, they would have to hook up to the sanitary sewer system. Councilman McEvers asked about the 15 year grace period and wondered if the next section of Government Way that was completed would receive the same 15 year grace period from the date of the Memorandum of Understanding, or if they would get a new fifteen year deadline date since they wouldn't have the full fifteen years. Mr. Gridley said that the property owners in sections that are completed after the Memorandum of Understanding would not have a full fifteen years and that the city needed a date certain just in case the project doesn't get finished. He believes that the next phase will be starting probably next year.

Mr. Gridley said that the City of Dalton Gardens is delegating enforcement in regard to the sewer connections to the City of Coeur d'Alene. City staff will make sure that the connections are correct and will do a cursory inspection of the mechanical HVAC since condensation can create flow in a system. The City of Coeur d'Alene will be collecting a fee for those services since the City of Dalton Gardens is a

fairly small community with a small staff. This Memorandum of Understanding is an opportunity to get septic tanks off of the aquifer and allows for some development along that corridor.

**MOTION: Motion by McEvers, seconded by Gookin , to recommend that council approval of the Amended MOU with the City of Dalton Gardens for the Government Way Improvement Project. Motion carried.**

The meeting adjourned at 4:29 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison