

Coeur d'Alene

CITY COUNCIL MEETING

May 20, 2014

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

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**

May 6, 2014

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 May 6, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Amy Evans)	Members of Council Present
Woody McEvers)	
Kiki Miller)	
Steve Adams)	
Dan Gookin)	
Loren Ron Edinger)	Member of Council Absent

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

INVOCATION: Pastor Robert Sundquist, Christ the King Church, provided the invocation.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilmember Adams.

AMENDMENTS TO THE AGENDA:

MOTION: Motion by Gookin, seconded by Adams to amend the agenda to add Executive Session category (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. **Motion carried.**

Presentation: T2 Road Scholar Certification - Doug Chase, P.E., T2 Instructor, Local Highway Technical Assistance Council (LHTAC), stated that the program began as an ITD program in 1986, and was later transferred to the Local Highway Technical Assistance Council. He stated that he was present to provide two awards to city staff members tonight. The first award went to Russ Grant as he has completed Road Scholar program and the second award to Justin Kimberling as he has completed the Road Master program.

Presentation: Vision 2030 Update – Dr. Charles Buck stated that the Vision 2030 group has completed the study phase of the project and are currently consolidating the information into an action plan. The draft implementation plan is the next major deliverable, and is a culmination of the visioning work done and outlines actions for the community to take over the next 15 years. On May 9 they will open an online survey through May 23 that will allow the community to comment on the implementation plan. The plan includes a description of each item and a timeline for completion. He encouraged citizens to visit their website at www.cda2030.org to

access the survey. They plan to be completed with the plan by the end of June with a community celebration on June 25. Councilmember Gookin asked what Dr. Buck envisions the city's role would be going forward. Dr. Buck stated that he felt the City would take an active role and take on the responsibility to move the projects forward. The project team is anxious to continue to participate with the city and the other partners identified in the plan.

PUBLIC COMMENTS:

Russell McLain, Kootenai County, stated that he liquidated all his assets in Coeur d'Alene but is paying taxes due to LCDC and School District 271. He would like to see an elected County official appointed to the Urban Renewal Board. He also stated that he was recently in a car accident and it took 15 days to get a police report and believes he should have received a report before he left the scene.

Dave Barger, Coeur d'Alene, stated he is concerned that government offices are moving to private contractors and recommended the community listen to Republican broadcast radio programming. He stated that he has waited longer than 15 days for a police report. He does not believe that a police substation is needed but rather a state bank to create our own economy and create jobs.

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

1. Approval of Council Minutes for April 15, 2014, April 22, 2014, and April 29, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for May 12, 2104, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Cemetery lot repurchase from Sally Fender for the West 1/3 of Lot 06, Block 33, Section G of Forest Cemetery.
5. Approval of Beer and Wine License for Coeur d'Alene Powersports, 2745 Seltice Way, Rita Sims-Snyder (new)
6. Approval of **Resolution No. 14-015** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING THE DECLARATION OF SURPLUS PROPERTY - 1973 HOUGH PAYLOADER AND INDUSTRIAL ENGINE OFF BLOWER FROM THE STREET DEPARTMENT AND APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR PHASE 5C.1 INITIAL TERTIARY MEMBRANE FILTRATION (TMF).

ROLL CALL: Evans Aye; Adams Aye; McEvers Aye; Gookin Aye; Miller Aye. **Motion Carried.**

COUNCIL ANNOUNCEMENTS:

Councilmember Gookin wished Councilmember Edinger well in his recovery. Additionally, he and several other current and previous Councilmembers were recently provided a Civil Rights

Award from the Kootenai County Task Force on Human Relations. When the Freedom tree was removed there became a need to try to return the dog tags that hung on the tree to the families of those named on the tags. He presented a video regarding the project to return the tags to the families of those named on the tags.

Councilmember Miller stated that she will be making welcoming remarks at the Rotary District meeting and opening remarks at the Veterans Stand down on May 10, and will be involved in the North Idaho Violence Prevention Center breakfast. She thanked staff, Channel 19 contractors, and the City Council for supporting her during her fractured knee recovery.

Councilmember Evans stated that the Idaho Commission on the Arts is inviting the public to participate in a forum to share their opinions of Art. This event will be held May 8, 2014 from 2:00-3:30 p.m. in the Library Community Room.

Councilmember McEvers stated that Robert Singletary continues to present the history of Coeur d'Alene and is currently in the 1940's. He has moved the May event to the last Thursday of the month (May 29, 2014).

MAYOR ANNOUNCEMENT: Mayor Widmyer asked for approval of the appointment of Cynthia Taggart to the CDATV Committee.

MOTION: Motion by McEvers, seconded by Miller to approve the appointment of Cynthia Taggart to the CDATV Committee.

DISCUSSION: Councilmember McEvers stated that Ms. Taggart is an employee of the Panhandle Health District, which is a new connection for the CDATV Committee and he is excited to have her on board.

Motion Carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel stated that the Coeur d'Alene Police Department held their annual 2013 Department Award Ceremony on Wednesday, April 30, 2014, and honored team members for exemplary service to the community. This year Leonard Reed was honored with the Volunteer of the Year Award, Bob Foster, Code Enforcement Officer, was awarded Civilian of the Year, and Steve Harris was awarded Officer of the Year. On Wednesday, April 23rd, Officer Gus Wessel was recognized by the Kootenai County Substance Abuse Council as being the Top DUI Enforcement Officer for the Coeur d'Alene Police Department. She congratulated Officer Wessel on his third consecutive year in receiving this award. Last week the eastern section of McEuen Park was opened to the public. Weekly McEuen Park updates will continue to be posted on the city's website, www.cdavid.org, and blog.cdacity.blogspot.com. The dedication ceremony will be held on Saturday, May 24th, with more details to follow. She provided a friendly reminder to please stay off those portions of the park that have been freshly seeded to allow the grass an opportunity to grow. She reiterated that an attractive Donor Wall is planned for McEuen Park which provides the opportunity for citizens to support citywide parks. The Panhandle Parks Foundation has made the initial payment of \$25,000 to the city of Coeur d'Alene to construct the wall, with an additional

\$17,000 promised as donations are received. For a donation of \$500 per line you can have your family name, business or a loved one's name engraved in one of six granite plaques. There are only 380 lines available and many have already been sold. Donations received will be used for maintenance and amenities for all Coeur d'Alene Parks and help to secure property for future parks, open space, and recreational facilities. For information on how to be a part of this exciting project contact Kim Stearns, Panhandle Parks Executive Director, at 818-6922, or email her at kim@panhandleparksfoundation.org. Hayden Meadows Elementary fourth graders rolled up their sleeves last Saturday and planted 60 geraniums at the Fallen Heroes Memorial Plaza. The plants were grown in their school's greenhouse. Each year, students from teacher Kristina Childers' class donate to the Police and Fire Memorial Foundation through a program called "Pennies for Protectors." This year, Ms. Childers and her students decided to also include the Fallen Heroes Plaza as part of their goodwill effort. Ms. Gabriel provided special thanks to Ms. Childers and her students for their kind act of service. Constitutional scholar and author Dr. David Adler will discuss the Constitution and its relationship with religion in the U.S. during a program at the Coeur d'Alene Public Library, this Thursday, May 8th, at 7:00 p.m. The free program, "The Constitution and Religion: Origins, Challenges, and Accommodations," co-sponsored by the Coeur d'Alene Press with additional support from the Friends of the Library, will be presented in the Community Room at the Library. Following through on a commitment to be readily accessible to all citizens, Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen. A cabinet that once housed part of the card catalog at the Coeur d'Alene Public Library has been repurposed to serve the Seed Saver Project. The seed swap project was set up to encourage urban agriculture with seeds for plant varieties that do well in North Idaho. Participants are invited to take the seeds they need and to contribute commercially packaged seeds that are less than five years old. Additionally, an experienced gardener will be at the Library on Tuesdays, 11:00 a.m. to 1:00 p.m., to provide advice. For more information, call the library at 769-2315. The City is seeking Student Representative for City Committees. This is an incredible opportunity for high school students to learn more about and actually participate in city government. If you are interested in serving as a student representative on one of the City's Committees, Commissions, and Boards please visit the city webpage at www.cdavid.org, and click on "Volunteer Opportunities" tab. She noted that applications are due by June 15th. The City of Coeur d'Alene is seeking lifeguards to supervise the public swimming areas of the Coeur d'Alene City Beach. Lifeguards need to be able to perform public safety, rescue and first aid functions. For a more detailed list of job duties and qualifications, visit the City's website and click on "Job Posting." The deadline is approaching for artists to submit proposals for the Coeur d'Alene Arts Commission Utility Box Beautification Project. Nine box locations have been designated this year to be enhanced using an artist's design to be printed on vinyl and wrapped around the boxes. Information packets are available at City Hall or online at www.cdavid.org. Artist proposals are due by 5:00 p.m., May 19, 2014. For more information call Steve Anthony at 769-2249.

PROPOSED ROBOT REGULATIONS.

STAFF REPORT: City Attorney Mike Gridley stated that this item was presented to the General Services Committee on March 24, 2014. He wanted the entire City Council to be able to

hear from the citizen that brought this opportunity forward, and introduced Nick Smoot. Mr. Gridley stated that the specific request is for the City Council to consider whether to allow robotic devices on city sidewalks, and/or if they should be licensed, etc. Mr. Smoot stated that he believes there is an interest within the community as 250 to 100 citizens are currently participating in a tech event/group called “innovative collective.” He believes there is an economic shift in the world with entrepreneurs acting as independent companies. He stated that Boulder, Colorado is active with start-up companies; however, there is no city known as a launch pad for robotics. Mr. Smoot stated that he thinks an Ordinance would help add seriousness to this idea. He explained that robots can be anything from a toaster to C3PO. He presented a video regarding the driverless car demonstrating the desire to achieve things that were never thought possible. Additionally, he feels that Coeur d’Alene has a pool of mentors within the community and is a great place to recruit a generation of people interested in robotics as well as tech companies. His group is working on a venture capital fund for building robotics, is seeking a building, and hosting think tanks and tech events. He is interested in a very simple Ordinance to demonstrate support.

Mayor Widmyer stated that he has had several conversations with Mr. Smoot and his group. He believes they are very smart and potential future leaders of the community. He further stated that they are bringing something to the table that the community has been looking for - to keep young people here and expressed excitement for this opportunity. Councilmember Gookin stated that he is very interested in robotics and that he has mentored the Lake City robotics team. He expressed concern about attracting businesses by creating regulations. Mr. Smoot stated that he does not think it is an obstacle, as the laws would be simple and provide a stake in the ground that the City cares enough to address it loosely. His group would look toward Google and DARPA to manage future regulations, but he felt it would be good to be the first city to create regulations. Mr. Smoot stated that he thinks it will be viewed as a badge of honor to get the first license and wants Coeur d’Alene to be seen as the hub for robotics and it would give a public view to the concepts. Councilmember McEvers stated that he was envisioning robots walking down the street next to him when this item was first discussed, but the example of the toaster gave him a better understanding. He stated that he is excited about this idea and feels like it is worth some effort on the City’s side to see if it could fulfill Mr. Smoot’s vision. Councilmember Miller stated that this is inspiring and thinks these kinds of jobs are valuable and would like to support this request. She asked that Mr. Smoot commit to giving on-going support to what the issues may be within the regulations. Mr. Smoot stated that he would commit to that and use professor resources he has. Mr. Gridley stated that he would work with Mr. Smoot and bring a draft Ordinance back to General Services for review.

MOTION: Motion by Gookin, seconded by McEvers to direct staff to proceed with development of regulations regarding robots.

DISCUSSION: Councilmember Gookin asked if this is a novelty and will it carry the same weight as other rules. Mr. Gridley stated it would be an Ordinance subject to the terms of the code. Councilmember Adams stated that they had reviewed this at General Services and moved to table the item and he has not changed his opinion, as he thinks this Ordinance would blur the line of

government operations and a gimmick. He clarified that he will not be voting in favor of this request.

Motion Carried.

**Council Bill No. 14-1003
Ordinance 3480**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 5.68.030 AND 5.68.140 TO REQUIRE SHADE AND WATER BE PROVIDED IN OUTDOOR PLAY AREAS OF CHILD CARE FACILITIES AND PROVIDING THAT THREE OR MORE VIOLATIONS OF HEALTH AND SAFETY REGULATIONS MAY RESULT IN DENIAL OR REVOCATION OF A CHILDCARE LICENSE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Deputy City Clerk Kathy Lewis stated that this item was discussed at the April 7, 2014 General Services meeting and is also recommended for approval by the Childcare Commission. The Commission felt that shade and water on playgrounds was important for childcare facilities to provide during warm weather activities and that the enforcement regulations needed to be updated as a housekeeping item.

DISCUSSION: Councilmember Adams thanked the Childcare Commission for their work, and was originally worried about placing a burden on small businesses. He now understands staffing levels cause issues with one or two kids just going inside for water.

MOTION: Motion by Adams, seconded by Evans, to pass the first reading of Council Bill No. 14-1003.

ROLL CALL: Adams Aye; Miller Aye; Evans Aye; McEvers Aye; Gookin Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt Council Bill 14-1003 by its having had one reading by title only.

ROLL CALL: Adams Aye; Miller Aye; Evans Aye; McEvers Aye; Gookin Aye. **Motion carried.**

**Council Bill No. 14-1006
Ordinance 3481**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 10.20.060 TO CLARIFY THAT PARKING MUST BE IN THE DIRECTION OF TRAVEL ON ONE WAY STREETS; 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.

DISCUSSION: Councilmember Gookin stated that this item was heard by the Public Works Committee on April 21, 2014 and recommended approval. This is a housekeeping item that clarifies the parking requirements for one-way streets.

MOTION: Motion by Gookin, seconded by McEvers, to pass the first reading of Council Bill No. 14-1006.

ROLL CALL: Miller Aye; Evans Aye; McEvers Aye; Gookin Aye; Adams Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt Council Bill 14-1006 by its having had one reading by title only.

ROLL CALL: Miller Aye; Evans Aye; McEvers Aye; Gookin Aye; Adams Aye. **Motion carried.**

Resolution No. 14-016

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CITY OF COEUR D'ALENE PERSONNEL RULES MANUAL BY AMENDING RULE I, SECTION 3, ENTITLED "PERSONNEL APPEALS BOARD" TO INCREASE THE MEMBER TERM FROM TWO TO FOUR YEARS; SECTION 4, ENTITLED "COMPETITIVE SERVICE" TO CHANGE 'NEPOTISM' TO 'CONFLICT OF INTEREST'; TO ADD A NEW SECTION 12, ENTITLED "OUTSIDE EMPLOYMENT" & A NEW SECTION 13, ENTITLED "CITY COMMISSIONS, COMMITTEES AND BOARD"; SECTION 17 ENTITLED "FLSA EXEMPT EMPLOYEES" TO ADD 'CAPITAL PROGRAM MANAGER' TO THE DEFINITION OF FLSA EXEMPT EMPLOYEES; RULE XI, SECTION 10, ENTITLED "OUTSIDE EMPLOYMENT" TO DELETE SECTION; RULE XIX, SECTION 2, ENTITLED "ALLOWABLE EXPENDITURES" TO CLARIFY REIMBURSABLE AMOUNTS FOR TRAVEL AND TRAINING; RULE XXI, SECTION 3, ENTITLED "DRUG/ALCOHOL TESTING POLICY" TO UPDATE THE LIST OF SAFETY SENSITIVE POSITIONS; AND TO AUTHORIZE THE BELOW NOTED AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN.

STAFF REPORT: Melissa Tosi stated that she is recommending the approval of Resolution No. 14-016. She provided notice by posting the amendments for 10 days prior to the meeting tonight and did not receive any comments. Most of the amendments are housekeeping items with two amendments to the City's Classification and Compensation Plan. The Plan amendments include the reclassification of the Librarian position from pay grade 11 to 12 (as additional duties have been assigned) and a change in the title to the Public Information Coordinator to Communication Coordinator. There are some savings to the Library as they will

not be filling a Deputy Library Director position so they will be able to open the Library for additional hours.

MOTION: Motion by McEvers, seconded by Gookin to approve Resolution No. 14-016 approving amendments to the Personnel Rules and authorizing amendments to the Classification and Compensation Plan.

DISCUSSION: Councilmember Gookin thanked Ms. Tosi for keeping up on the amendments. Councilmember Adams asked if the future wage study would affect the Librarian classification change. Mayor Widmyer stated that this will allow the Library to expand their open hours and this action includes the elimination of the Assistant Library Director and BDPA has reviewed and recommended this classification.

ROLL CALL: Evans Aye; McEvers Aye; Gookin Aye; Adams Aye; Miller Aye. **Motion carried.**

**Council Bill No. 14-1007
Ordinance No. 3482**

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-3 AND C-17L TO R-8, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 12.66 ACRES AT "THE LANDINGS AT WATERFORD 10TH ADDITION"; 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: Motion by McEvers, seconded by Gookin, to pass the first reading of Council Bill No. 14-1007.

ROLL CALL: McEvers Aye; Gookin Aye; Adams Aye; Miller Aye; Evans Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt Council Bill 14-1007 by its having had one reading by title only.

ROLL CALL: McEvers Aye; Gookin Aye; Adams Aye; Miller Aye; Evans Aye. **Motion carried.**

**Council Bill No. 14-1008
Ordinance No. 3483**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A SEWER AND WATER EASEMENT IN THE NEIDER CONFERENCE CENTER ADDITION

SUBDIVISION, RECORDED IN BOOK "G" OF PLATS, PAGES 355/A, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; GENERALLY DESCRIBED AS THAT TWENTY FOUR FOOT (24') SEWER AND WATER EASEMENT ADJOINING THE SOUTHERLY BOUNDARY LINE OF LOT 2; 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: Motion by McEvers, seconded by Gookin, to pass the first reading of Council Bill No. 14-1008.

DISCUSSION:

ROLL CALL: Gookin Aye; Adams Aye; Miller Aye; Evans Aye; McEvers Aye. **Motion carried.**

MOTION: Motion by Gookin, seconded by Evans, to suspend the rules and to adopt Council Bill 14-1008 by its having had one reading by title only.

ROLL CALL: Gookin Aye; Adams Aye; Miller Aye; Evans Aye; McEvers Aye. **Motion carried.**

Approval of Findings and Order for SP-6-13 - Fort Ground Homeowner request for R-8 single family designation.

MOTION: Motion by Gookin, seconded by Adams to approve the Findings and Order for SP-6-13 - Fort Ground Homeowner request for R-8 single family designation. **Motion carried with Miller voting no.**

Approval of Findings and Order for A-1-14 Annexation from County; 1555 Hanley, AS &C to City R-8 & C17, Lake Forest, LLC.

MOTION: Motion by McEvers, seconded by Gookin to approve the Findings and Order for A-1-14 Annexation from County; 1555 Hanley, AS &C to City R-8 & C17, Lake Forest, LLC. **Motion carried.**

**Council Bill No. 14-1009
Ordinance No. 3484**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 26, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Adams, to pass the first reading of **Council Bill No. 14-1009.**

ROLL CALL: Adams Aye; Miller Aye; Evans Aye; McEvers Aye; Gookin Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Adams, to suspend the rules and to adopt **Council Bill 14-1009** by its having had one reading by title only.

ROLL CALL: Adams Aye; Miller Aye; Evans Aye; McEvers Aye; Gookin Aye. **Motion carried.**

Resolution No. 14-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH LAKE FOREST, LLC.

MOTION: Motion by McEvers, seconded by Adams to approve Resolution No. 14-017 approving Annexation Agreement with Lake Forest, LLC.

ROLL CALL: Miller Aye; Evans Aye; McEvers Aye; Gookin Aye; Adams Aye. **Motion carried.**

PUBLIC HEARING: O-3-13 –Proposed Subdivision Ordinance Revisions to Municipal Code Chapter 16.

STAFF REPORT: Interim Planning Director Warren Wilson stated that this is the revised subdivision code that was reviewed with the City Council in January. He stated that the major changes to the code include street and right-of-way widths being lessened; clarification to landscaping buffer requirements for double fronted and smaller parcels; the addition of a boundary line adjustment process; changing the short plat process to an administrative process rather than requiring a public hearing; revised findings to approve subdivisions to be consistent with Idaho code; and the removal of the finding requiring it be in the public interest. Since the January workshop, language has been added to address the appeal process.

DISCUSSION: Councilmember Gookin stated he was concerned that the ability for preliminary plat approval to be extended five 12 month terms had potential for abuse. Mr. Wilson stated that during the economic downturn this portion of the code was added as approvals would lapse and development would go away. This section of the code provides a tool to keep the developer engaged and not end with a half developed subdivision.

PUBLIC COMMENTS: Mayor Widmyer called for public comments.

David Callahan, Community development Director for Kootenai County, stated that the County has an Area of City Impact (ACI) Agreement with the City, so they conducted a review process of requests within the ACI areas to make sure the County regulations and City regulations mesh.

They did not match regarding the street widths, as the County has more narrow standards so he supports that change to the code.

Having no further public comments, Mayor Widmyer closed public testimony.

Council Bill No. 14-1005
Ordinance No. 3485

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING TITLE 16 ENTITLED SUBDIVISIONS AND ADOPTING A NEW TITLE 16 ENTITLED SUBDIVISIONS; PROVIDING RULES FOR ADMINISTERING THE SUBDIVISION APPROVAL PROCESS INCLUDING, HEARING AND APPROVAL CRITERIA, DESIGN AND IMPROVEMENT STANDARDS, BOUNDARY LINE ADJUSTMENT PROCEDURES, RULES FOR APPROVING SHORT SUBDIVISIONS AND CONDOMINIUMS, WARRANTY PROVISIONS AND PROVIDING THAT VIOLATIONS ARE A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS OR BY IMPRISONMENT FOR NOT TO EXCEED 180 DAYS OR BOTH; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

MOTION: Motion by McEvers, seconded by Evans, to pass the first reading of **Council Bill No. 14-1005**.

ROLL CALL: McEvers Aye; Gookin Aye; Adams Aye; Miller Aye; Evans Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 14-1005** by its having had one reading by title only.

ROLL CALL: McEvers Aye; Gookin Aye; Adams Aye; Miller Aye; Evans Aye. **Motion carried.**

EXECUTIVE SESSION: Motion by Gookin, seconded by McEvers to enter into Executive Session as provided by Idaho Code 67-2345§ (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; § (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.

ROLL CALL: Gookin Aye; Evans Aye; Edinger Aye; Adams Aye; McEvers Aye. **Motion Carried.**

The City Council entered into Executive Session at 7:42 p.m. Those present were the Mayor, City Council, Finance Director, Deputy City Attorney, City Clerk, Human Resource Director, and City Attorney.

No action was taken and the Council returned to regular session at 9:30 p.m.

MOTION: Motion by Evans, seconded by McEvers that, there being no further business before the Council, this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 9:30 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

**CITY COUNCIL
M E M O R A N D U M**

DATE: MAY 13, 2014
FROM: RENATA MCLEOD, CITY CLERK
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled June 17, 2014 to hear public testimony regarding approval of new fees, including a fee for processing boundary line adjustments, Mill River lift station assessment, and adoption of the 2014 Idaho Fire Service Organization Rate Book.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: May 5, 2014
FROM: Mike Becker, Wastewater Utility Project Manager
SUBJECT: Request for Acceptance and Adoption of 2013 Wastewater Collection System Master Plan Update Appendix J - Addendum #1: Mill River Lift Station Assessment at Increased Densities and the Mill River Lift Station Surcharge Fee.

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DECISION POINT:

The Council may wish to authorize acceptance and adoption of the *2013 Wastewater Collection System Master Plan Update Appendix J - Addendum #1: Mill River Lift Station Assessment at Increased Densities* prepared by J.U.B. Engineers and authorize staff to begin implementation of the Mill River Lift Station Surcharge Fee added to all future building permit CAP Fees and Annexations within the Mill River Lift Station Service Area. See accompanying Figure J-1 for said service area limits.

HISTORY:

The original 2013 Wastewater Master Plan modeled the Mill River Lift Station Service Area at 11.8 Equivalent Residential Units per acre (ERU/Ac.) Over the past couple of years, a majority of developments in this area have increased to a density nearing 17 ERU/Ac. Presently most of the parcels in the area are zoned C-17. With increased densities, Wastewater was concerned that the existing sewer infrastructure in the area may not have sufficient capacity to accommodate the increase in wastewater flows. This would ultimately leave the City financially obligated to fund any capacity upgrades or improvements.

As part of the 2013 Wastewater Collection System Master Plan Update Maintenance Service Contract, J-U-B Engineers was authorized on 4/12/13 to evaluate the existing sewer collection system serving the Mill River Lift Station Service Area and provide an addendum to the Master Plan's Appendix J of their findings. This addendum was completed last August and was to identify sewerage discharge options and if necessary; system upgrades and/or improvements, trigger flow dates and probable costs associated with an increase in wastewater flows. The overall goal was, if upgrades and/or improvements were needed, to develop a surcharge fee allocated per ERU that corresponds with future developments.

A copy of J-U-B's *Appendix J - Addendum #1* is accompanying this report.

FINANCIAL ANALYSIS:

As found in the addendum, an increase in densities will increase sewer flows. With increasing the development density to 17 ERU/Ac, a total of 2,805± ERUs is calculated within the Mill River Lift Station Service Area at build-out. This is nearly 858± ERUs greater than the original Master Plan model. As of August 2013, 594 connections have been committed, leaving 2,211± ERUs remaining to connect to the City's sewer system.

Excluding land costs, J-U-B estimates the total probable cost for system upgrades to safely

convey the wastewater to the Treatment Plant is approximately \$989,000 (2013 U.S. Dollars). Based on this data, the corresponding cost for these upgrades when allocated to the additional ERUs is nearly \$450 per ERU.

$$\$989,000 \text{ (2013 U.S. Dollars)} \div 2,211 \pm \text{ ERUs remaining} = \$447.31$$

Mill River Lift Station Surcharge Fee = \$450.00 / ERU

PERFORMANCE ANALYSIS:

Addendum #1's revised model of the Mill River Lift Station Service Area determined that the increase in densities will likely overload the current sewer system before build-out and future upgrades and/or improvements will be required. As shown on Table J-3, the following is a brief summary of J-U-B's recommended phased wastewater collection system upgrades/improvements:

- Construct an emergency storage basin next to the Mill River Lift Station
- Replace existing pumps with larger pumps within the Lift Station
- Replace or upgrade starters, controls and programming
- Construct a larger diameter force main dedicated to the Mill River Lift Station

With the aforementioned upgrades/improvements, the existing sewer infrastructure should be able to safely handle the increase in wastewater flows generated within the Mill River Lift Station Service Area. Further, by implementing the collection of the \$450 Mill River Lift Station Surcharge Fee per each residential connection and on a per ERU basis for commercial and industrial projects, the City will not have to fund said upgrades and/or improvements. New Development would be responsible for this cost.

The mechanism for collecting the Mill River Lift Station Surcharge Fee could be handled similar to the present collection method of the Huetter Interceptor Fee. Currently, the Wastewater Utility assesses the Huetter Fee during the building permitting process. We could have the City's IT Department add another check box in the permitting software to account for the additional Mill River Lift Station Surcharge Fee.

The surcharge fee for annexations would be handled on case by case basis.

RECOMMENDATION:

The Council may wish to authorize acceptance and adoption of the *2013 Wastewater Collection System Master Plan Update Appendix J - Addendum #1: Mill River Lift Station Assessment at Increased Densities* prepared by J.U.B. Engineers and authorize staff to begin implementation of the Mill River Lift Station Surcharge Fee added to all future building permit CAP Fees and Annexations within the Mill River Lift Station Service Area.

MEMORANDUM

DATE: MAY 13, 2014
TO: MAYOR WIDMYER AND THE CITY COUNCIL
FROM: RENATA MCLEOD, CITY CLERK
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the City Council meeting scheduled June 17, 2014, to hear public testimony regarding the Community Development Block Grant (CDBG) 2013 Plan Year Consolidate Annual Performance and Evaluation Report (CAPER).

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 2/28/14
Department Name / Employee Name / Date

Request made by: Barry Higgins
Name / Phone
826 Rigby Road / Bonnars Ferry ID 83805
Address

The request is for: / / Repurchase of Lot(s)
 / Transfer of Lot(s) from Kevin & Charla Hummel Barry Higgins

Niche(s): _____
Lot(s): CRE, 07, _____, _____, _____, _____ Block: 47 Section: C

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of / / Deed or / / Certificate of Sale must be attached.

Person making request is / / Owner / / Executor* / Other* _____

*If "executor" or "other", affidaviats of authorization must be attached.

Title transfer fee (\$ 40.00) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 77343

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Kevin and Charla Hummel
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 650.00 per lot.

WCG / 5/14/14
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] / 5-14-14
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

City Clerk's Signature / Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____
Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature / Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

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 208.30
 Rec No 710932
 Date 05/12/14
 Date to City Council: 05/20/14
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service June 1, 2014

Check the ONE box that applies:

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

Business Name	<u>COOPERATIVE SUPPLY, INC.</u>
Business Mailing Address	<u>P.O. Box 1709</u>
City, State, Zip	<u>Coeur d'Alene, ID 83816</u>
Business Physical Address	<u>5831 N GOV'T WAY</u>
City, State, Zip	<u>Coeur d'Alene, ID 83815</u>
Business Contact	Business Telephone: <u>772-3755</u> Fax: <u>772-2874</u> Email address: <u>cenexcs144@hotmail.com</u>
License Applicant	
If Corporation, partnership, LLC etc. List all members/officers	<u>DONALD Beck, Pres.</u> <u>Robert Rider, V.P.</u> <u>DONALD HEIKKILA, Sec.</u> <u>Wade McLean, Director</u> <u>Jeff Bloomsburg, Director</u>

TO: GENERAL SERVICES COMMITTEE
MIKE GRIDLEY – CITY ATTORNEY

FROM: Wesley Somerton – Chief Deputy City Attorney

DATE: April 28, 2014

SUBJECT: Transfer of Cable Franchise 3161 and its extension Ordinance 3418 to Comcast Corporation.

DECISION POINT

Should the City Council approve the request to transfer Cable Franchise Ordinance No. 3161 and its extension Ordinance 3418 from Time Warner Cable Incorporated to Comcast Corporation?

HISTORY

The Cable Television Franchise Ordinance No. 3161 was adopted and passed by the City Council on January 20, 2004. The prior franchisee was Adelphia Cable Communications who had filed bankruptcy. Time Warner Cable Incorporated ultimately purchased the infrastructure of the bankrupt Adelphia Cable Communications that were and are located in Kootenai County. Time Warner then assumed operations of the cable system subject to Ordinance 3161. That assumption of operations by Time Warner Cable required and obligated Time Warner Cable to perform as set out in the franchise agreement.

On August 24, 2011 Time Warner Cable negotiated a five (5) year extension to the Cable Franchise 3161 to run from January 24, 2014 through January 26, 2019 (Ordinance 3418). The granted five (5) year extension included additional EG Equipment Capital Grants contributions and an additional point for EG broadcast locations.

On February 12, 2014 Time Warner Cable Inc. entered into an agreement with Comcast Corporation to become a wholly owned subsidiary of Comcast Corporation. Comcast Corp., will assume ownership of the assets located in Kootenai County and will be obligated to assume operations and be obligated to perform as a cable operator as set out in Franchise 3161 and its extension 3418.

FINANCIAL ANALYSIS

There will be no immediate impact on the City of Coeur d’Alene due to the transfer of interest in the Cable Franchise Ordinances No. 3161 and 3418. The transfer does not relieve Comcast Cable Inc., from having to pay the franchise fees, capital contributions and other payments as set out in Franchise Ordinance 3161 and its extension 3418.

PERFORMANCE ANALYSIS

The transfer contemplated should not effect the current performance or the operations of the local cable affiliate, currently Time Warner Cable. The proposed resolution acknowledges the working agreement with Time Warner Cable and the City of Coeur d’Alene. This agreement includes the continued broadcasting of Coeur d’Alene programming from channel 19 and other entitlements under the franchise agreement.

Art.V, § 5.A of Franchise 3161 provides in part “The Franchise shall not be assigned or transferred . . . without the prior written consent of the City Council, which consent shall not be unreasonably withheld.” Before a transfer of interest can be completed, the proposed new franchisee must provide sufficient proof of adequate legal, technical and financial qualifications, abilities and resources to operate the cable system. Through the filing of the request to transfer interests and the accompanying documentation Comcast has provided the city with sufficient evidence that they meet the requirements of Article V, section 5 of the Ordinance 3161.

DECISION POINT RECOMMENDATION

The City Council should approve, adopt and pass the proposed resolution approving the transfer of Time Warner Cable interest in Cable Franchise Ordinance No. 3161 and its extension 3418 to Comcast Incorporated.

RESOLUTION NO. 14-018

A RESOLUTION PROVIDING APPROVAL FOR AN ASSIGNMENT OF CABLE FRANCHISE NO. 3161 AND 3418 FROM TIME WARNER CABLE INC, TO COMCAST CORPORATION.

WHEREAS: In 2004 the City of Coeur d'Alene, Idaho granted Cable Franchise No.3161 to Time Warner NY Cable LLC, now Time Warner Cable Pacific West, LLC., and extended the Cable Franchise Ordinance 3161 on August 24, 2011 in Ordinance 3418 to run through January 26, 2019; and

WHEREAS: Time Warner Cable Pacific West, LLC is a wholly owned subsidiary of Time Warner Cable Inc. (Time Warner Cable); and

WHEREAS: on February 12, 2014, Time Warner Cable, Comcast Corporation (Comcast) and Tango Acquisition Sub, Inc. (Tango) entered into an Agreement and Plan of Merger (Transaction), whereby Time Warner Cable will merge with Tango, a wholly-owned subsidiary of Comcast, with Time Warner Cable as the surviving company, and Time Warner Cable will thereby become a wholly-owned subsidiary of Comcast; and

WHEREAS: Time Warner Cable now seeks approval for the Transaction and has filed an FCC 394 Form in support of the Transaction with the City of Coeur d'Alene which provides the details of the Transaction and establishes the qualifications of Comcast to acquire the cable system subject to Cable Franchises 3161 and 3418; and

WHEREAS: the City of Coeur d'Alene grants its approval for the Transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO:

Section 1. The foregoing recitals are approved and incorporated herein by reference.

Section 2. The City of Coeur d'Alene hereby approves the transfer of interest in the Cable Franchise Ordinances 3161 and 3418 from Time Warner Cable to Comcast.

Section 3. The City of Coeur d'Alene confirms that the Cable Franchise Ordinances 3161 and 3418 are valid and outstanding and in full force and effect and there are no defaults under the franchise. Subject to compliance with the terms of this Resolution, all actions necessary to approve the transfer of control of the cable system subject to the Cable Franchise Ordinances 3161 and 3418 have been duly and validly taken.

Section 4. Upon closing of the Transaction, Comcast and its newly formed subsidiary Time Warner Cable shall remain bound by the lawful terms and conditions of the Cable Franchise Ordinances 3161 and 3418.

Section 5. This Resolution shall become effective immediately upon passage by the Mayor and City Council of the City of Coeur d'Alene, Idaho.

PASSED, ADOPTED AND APPROVED this 20th day of May, 2014.

By: _____
Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____

_____ was absent. Motion _____.

RESOLUTION NO. 14-019

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 DESTRUCTION OF HUMAN RESOURCES RECORDS, TEMPORARY AND SEMI-PERMANENT, IN ACCORDANCE TO THE RECORDS RETENTION MANUAL; APPROVING A MEMORANDUM OF AGREEMENT WITH HAUSER FIRE DEPARTMENT FOR THE PURCHASE OF PAGERS; ADOPTING THE 2010 TRAILS MASTER PLAN, AS AMENDED, TO IDENTIFY TRAILS IN THE ASPEN TRAILS SUBDIVISION; APPROVING A CONTRACT FOR CONSULTANT SERVICES WITH WELCH COMER FOR DRAINAGE UTILITY PROJECTS; AND APPROVING AN AGREEMENT WAIVING OPPOSITION TO ANNEXATION WITH DAVID AND JILL ZWYER – 712 N. TUSCAN LANE.

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 E" and by reference made a part hereof as summarized as follows:

- A) Approving the Destruction of Human Resources records, temporary and semi-permanent, in accordance to the Records Retention Manual;
- B) Approving a Memorandum of Agreement with Hauser Fire Department for the purchase of Pagers;
- C) Adopting the 2010 Trails Master Plan, as amended, to identify trails in the Aspen Trails Subdivision;
- D) Approving a Contract for Consultant Services with Welch Comer for Drainage Utility Projects;
- E) Approving an Agreement Waiving Opposition to Annexation with David and Jill Zwyer – 712 N. Tuscan Lane;

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 E" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify

said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 20th day of May, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

STAFF REPORT

TO: General Services

FROM: Melissa Tosi; Human Resources Director

RE: Request for Destruction of Records

Date: May 12, 2014

DECISION POINT

The Council is requested to approve the destruction of public records on the below items pursuant to I.C. 50-908:

- General Files (Temporary):
 - Meeting notes regarding Art Sidewalk Projects, 2004 – 2006
 - Meeting notes regarding bandshell ADA modification, 1992 – 1994
- Random & Pre-Employment Drug Tests (Temporary): 1996 – 2011
- Temporary Employee Files (Semi-Permanent): 2005 – 2008
- Recruitment Files (Temporary): 2011 – March 2012
- Affirmative Action Data Questionnaire (Temporary): 2008 – 2011
- Workers Compensation (Temporary): 2011
- Negotiations Notes, Topics and Discussion Points (Temporary):
 - Police: 2002 – 2007, 2009, 2010
 - Fire: 2002, 2003, 2008
 - Deputy Fire Chief: 2005 & 2009
 - LCEA: 2003 - 2005

HISTORY

The files requested to be destroyed are either a temporary record (retention period no more than 2 years) or a semi-permanent record (retention period no longer than five (5) years). The above information is all past the required retention period and no longer has value in being retained.

FINANCIAL ANALYSIS

There are no hard costs associated with this request.

PERFORMANCE ANALYSIS

HR has reviewed the Records Retention Manual and determined that the included records no longer have any value to be kept on file within the HR office. By eliminating no longer needed records, it creates greater efficiency within the office.

RECOMMENDATION:

To approve the destruction of public records on the above items pursuant to I.C. 50-908.

City of Coeur d'Alene

FIRE DEPARTMENT

"City of Excellence"

Staff Report

Date: 5-7-2014
From: Jim Washko, Deputy Chief
Re: New Pagers

DECISION POINT:

To accept the MOU agreement with Hauser FD to purchase Pagers.

HISTORY:

In the past we have done this same type of MOU to purchase our 700 MHz radios. In 2008 the Chief of Hauser FD wrote a regional grant for the county and received nearly a million dollars which gave us all much better buying power and kept each departments cost to a minimum. Our cost was approximately \$180,000.00 of which we only had to pay 20%. Now the Kootenai County is creating a paging system in cooperation with the City of Spokane which will allow a more robust page output and cut out the third party vendor, which we pay a monthly charge for paging.

FINANCIAL ANALYSIS:

We will purchase new pagers for the system and cut out the monthly charge which will pay for the pagers the first year. Chief Larry Simms, Hauser FD, also took it upon himself to search for more grants and we went from paying approximately \$65 a pager, before grants, to paying \$4.40 per pager. We are purchasing 50 pagers for a total cost of \$220.04. We may need to purchase programming software for \$249.00, but we will still stay way below the \$3300.00 we had budgeted.

PERFORMANCE ANALYSIS:

With the new paging system we will be better able to perform our job by getting consistent and instantaneous pages without the failures we have experienced for the third party vendor we now have to use.

RECOMMENDATION:

To accept the MOU as written to enhance the response capabilities of the Fire Department to better serve the citizens of our city, county and state.

Pager order:

Agency	Qty	%	\$1,516.52
MKI	30	0.087	\$ 132.08
KCEMSS	15	0.044	\$ 66.87
Spirit Lake	35	0.102	\$ 154.83
CdA Fire	50	0.145	\$ 220.04
KCFR rechargeable	6	0.017	\$ 25.92
KCFR non-rechargeable	30	0.087	\$ 132.08
Eastside	50	0.145	\$ 220.04
Timberlake	25	0.073	\$ 110.85
Worley	25	0.073	\$ 110.85
NLFD	30	0.087	\$ 132.08
Hauser	30	0.087	\$ 132.08
Harrison Ambulance	18	0.052	\$ 79.00
Totals	344	0.999	\$1516.72

\$44,923.00

\$36,157.48

Not covered \$ 8,765.52

Received from

TransCanada \$5,000.00

Received From

Williams Pipeline \$2,000.00

Total \$7,000.00

Balance due \$ 1,765.52

Less Hauser Programmer \$ 249.00

Shared cost Balance \$1,516.52

Cost to agency per pager approximately \$4.41

SUBGRANT AGREEMENT

THIS SUBGRANT AGREEMENT (hereinafter "Agreement") is made and entered into this ___ day of _____, 2014, by and between Kootenai County, a political subdivision of the State of Idaho, ("Subgrantee"), and Hauser Lake Fire District (hereinafter "Subrecipient").

WHEREAS, Subgrantee is authorized and required by Idaho Code § 46-1009 to maintain a county-wide disaster preparedness agency;

WHEREAS, in furtherance of those duties Subgrantee has received grant # EMW-2013-SS-0149 from the Idaho Bureau of Homeland Security ("Bureau"), as grantee from the U.S. Department of Homeland Security, the grantor, for the purposes of implementation strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural and other catastrophic events. The award document is attached as Exhibit "A" and incorporated herein by reference;

WHEREAS, Subrecipient desires to enter into this Agreement with the Subgrantee to build and sustain regional core emergency management capabilities as described in Exhibit "B" utilizing the funds described in Exhibit "A" while ensuring compliance with state and federal grant requirements.

NOW, THEREFORE, the parties agree as follows:

1. **REGIONAL CORE CAPABILITIES PURPOSE.** Subgrantee and Subrecipient agree that subgrant funding and distribution will be used for the purpose of building or sustaining high priority regional core capabilities that address prioritized threats, hazards, vulnerabilities, and/or risks. Subrecipient shall allow use of grant-purchased equipment in support of emergency management functions, consistent with existing mutual aid or resource sharing agreements, for any local government first response agency or their various public or private sector partners with emergency management missions.

2. APPLICATION. Subrecipient shall apply to Subgrantee for subgrant funding to build or sustain regional core capabilities to include: planning, training, exercises, and equipment. Subrecipient shall utilize the Kootenai County Grant Project Application ("GPA") form and shall include core capability targets (measurable objectives) for each request. All completed GPAs will be submitted to the Kootenai County Office of Emergency Management ("OEM"). OEM will review GPA for completeness and forward to the Board of County Commissioners for final determination..

3. COMPLIANCE WITH TERMS OF GRANT. Subrecipient shall comply with the terms of Exhibit "A" for so long as Subrecipient has possession of property purchased with funds provided pursuant to this Agreement. This covenant shall survive the termination of this agreement.

4. TERM. This Agreement is to be effective for the period from _____, 2014, through September 30, 2014. This agreement may be renewed for three (3) additional one (1) fiscal year terms by a mutually executed writing.

5. DEFAULT. Upon default by either party, the non-defaulting Subgrantee or Subrecipient may cancel this Agreement with no notice and may pursue any and all legal, equitable, and other available remedies. Default occurs if the Subgrantee or Subrecipient fails to perform any of the covenants, conditions, or services of this Agreement and such defects in performance are not cured within ten (10) working days after receipt of written notice of default.

6. STATUS REPORT. Subrecipient agrees to keep Subgrantee informed of Subrecipient's progress on the core capability targets throughout the term of this Agreement in a manner and at such times as both Subrecipient and Subgrantee shall agree.

7. CONFIDENTIALITY. Both parties agree to maintain confidentiality of all information utilized or gained in performance under this agreement to the extent such information is exempt from disclosure under Federal, State or local law, rules, or regulations.

8. FISCAL RECORDS. Subrecipient shall maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting

procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, for a period of three (3) years from the grant performance period end date. Additionally, a copy of all fiscal records shall be provided to OEM. The fiscal records maintained by Subrecipient pursuant to this Agreement shall be available for and subject to inspection, review, or audit and copying by the Subgrantee, and any person duly authorized by the Subgrantee, at all reasonable times.

9. VIOLATION OF AGREEMENT OR GRANT TERMS. When federal, state or Subgrantee audits indicate that payments to Subrecipient do not meet the applicable federal, state or local laws, regulations, or rules, the Subrecipient shall return or refund and pay to the Subgrantee any equipment acquired or costs of training provided, plus any additional costs, including audit costs, arising from the Subrecipient's ineligible or improper receipt or use of grant funds, and the Subgrantee must refund such payments to the applicable funding agency.

10. NOTICES. For the purposes of this Agreement, including, without any limitation, all notices required or authorized herein shall be as follows:

For the County (Subgrantee):

Kootenai County Board of County Commissioners
(Currently Todd Tondee, Jai Nelson, and Dan Green)
451 Government Way
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1600
Fax: (208) 446-2178
E-mail: kcbocc@kcgov.us

And

Kootenai County Office of Emergency Management
(Currently Sandy Von Behren, Manager)
5500 N. Government Way
P.O. Box 9000
Coeur d'Alene, ID 83816-9000
Phone: (208) 446-1775
Fax: (208) 446-1780
E-mail: svonbehren@kcgov.us

For the Subrecipient:

Hauser Lake Fire District

(currently Larry Simms, Chief)

10728 N. Hauser Lake Road

Hauser, ID 83854

Phone: (208) 773-1174

Fax: (208) 773-1174

Email: hauserfde@cca.twcba.com

11. LOBBYING. The Subrecipient hereby certifies that none of the grant funding under this Agreement has been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

If any funds, other than funds provided by this Agreement, have been paid or will be paid by Subrecipient to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with this Agreement, the Subrecipient shall complete and submit Federal Standard Form LLL, "Disclosure of Lobbying Activities" form, pursuant to 31 U.S.C. 1352, and to report lobbying, in accordance with its instructions, and submit a copy of such form to the Subgrantee.

12. SINGLE AUDIT ACT. Subrecipient agrees to comply with the provisions of OMB Circular A-133, which sets forth audit requirements of states, local governments, and non-profit organizations.

13. COMPLETE AGREEMENT. This Agreement is the full and complete agreement of the parties hereto. This Agreement may be modified or amended only if such modification or amendment is in writing and agreed to by both parties.

14. USE, MANAGEMENT, AND DISPOSITION OF PROPERTY PURCHASED UNDER THIS AGREEMENT. The Subrecipient shall comply with the

terms of Exhibit "A" and the following regarding use, management, and disposal of "Property" purchased under this Agreement:

A. Definitions.

- i. "Equipment" shall be defined as, generally, an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is not a replacement part or component which returns a piece of Equipment to its original condition. If, however, a component increases the capability of the original Equipment and has an acquisition cost of \$5,000 or more, it is considered Equipment.
- ii. "Property" shall be defined as generally, an article of non-expendable, tangible personal property, and includes, but is not limited to, Equipment.
- iii. "Supplies" shall be defined as generally, expendable non-capital items such as paper, ink, toner, gauze, steri-strips, antibacterial wash, and so on.

B. Use.

- i. Property and Supplies shall be used by the Subgrantee and Subrecipient in the program or project for which it was acquired for as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.
- ii. Subgrantee and Subrecipient may make equipment and supplies available for use on other projects or programs currently or previously supported by the Federal government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

- iii. Subrecipient shall not use Property or Supplies acquired under this Agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services.
- iv. Subrecipient may use Equipment to be replaced as a trade-in or sell the Property and use the proceeds to offset the cost of the replacement Property, subject to the approval of the awarding agency.
- v. Upon termination of this Agreement, through default or other termination for reasons other than expiration of this Agreement, the Subrecipient shall return to Subgrantee all Property and Supplies purchased with grant funds.

C. Property Management Requirements.

Procedures for managing Property will, at a minimum, meet the following requirements:

- i. Property records must be maintained to include a description of the Property, a serial number or other identification number, the source of Property, who holds title, the acquisition date, and cost of the Property, percentage of Federal participation in the cost of the Property, (i.e. from funds provided under this agreement), the location, use and condition of the Property, and any ultimate disposition data including the date of disposal and sale price of the Property. Subrecipient will place both a Homeland Security tag and a Kootenai County asset tag (provided by OEM) on the property. A photograph of the property with the Homeland Security tag and Kootenai County asset tag shall be sent to OEM. Property inventory reports tracking each item of Property acquired with grant funds continue to the end of the life cycle of each property item.
- ii. A physical inventory of all Equipment purchased in total or in part with grant funds must be taken and the results reconciled with the property records at least once every two years. Subgrantee will

distribute to Subrecipient a copy of its last property report for Subrecipient's reconciliation and update. The reconciliation, including condition and location of all Equipment, must be provided to OEM promptly after completion, but in any event by December 31 of each calendar year in which the task is to be completed.

- iii. A control system must be developed by Subrecipient to ensure adequate safeguards to prevent loss, damage, or theft of all Property acquired with grant funds. Any loss, damage, or theft shall be investigated.
- iv. Adequate maintenance procedures must be developed to keep Property in good condition. At all times relevant herein, Subrecipient shall be responsible for maintaining Property in good and operating condition.
- v. Subrecipients shall maintain documents such as receipts for repairs, vehicle titles, insurance policies, and lease agreements with the records required pursuant to paragraph (14)(C)(i) of this agreement.
- vi. Subrecipients shall document all Equipment and Property loss, damages, and or thefts and promptly notify Subgrantee of any such loss, damage or theft.
- vii. If Subrecipient sells the Property, proper sales procedures must be established to ensure the highest possible return.
- viii. Subgrantee shall conduct random audits at such times as OEM may designate to ensure compliance with the terms of this Agreement. OEM may conduct other audits at the request of the Board of Kootenai County Commissioners. Subrecipients shall comply with all reasonable audit requests of the Subgrantee and/or OEM.

D. Disposition.

When original or replacement Property or Supplies acquired under this Agreement is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the Property shall be made as follows:

- i. Items of Property with a then current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold or otherwise disposed of with no further obligation to the Grantor, Grantee or Subgrantee.
- ii. Items of Property with a then current per-unit fair market value in excess of five thousand dollars (\$5,000.00) may be retained or sold and the Subgrantee shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Subgrantee's funded share of the equipment.

[Example: A generator purchased under this agreement is no longer needed for the original purpose. It has a current fair market value of \$12,000. The Subrecipient paid \$22,000 for the equipment and received \$18,000 from the Subgrantee through this Agreement. The Subrecipient wishes to sell the equipment. Upon sale for \$12,000, the Subrecipient would reimburse the Subgrantee \$9,800 (82% of the purchase price was paid for by the Grantee with federal grant funds).]

The Subgrantee will forward all funds received from Subrecipient as a result of equipment sale or other disposition back to the awarding agency.

E. Supplies.

- i. Management: Subrecipient shall keep track of supplies on a property inventory by description, quantity, date of purchase, and location.
- ii. Disposition: If there is a residual inventory of unused Supplies exceeding five thousand dollars (\$5,000.00) in total aggregate fair

market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, the Subrecipient shall compensate the Subgrantee for its share, as calculated in paragraph 14(D)(ii) above.

15. INDEMNIFICATION. Subrecipient shall defend, indemnify, and hold the Subgrantee and its officers, agents, and employees, harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Subrecipient, and its officers, agents or employees. In the event Subgrantee is alleged to be solely liable on account of any activities, acts, or omissions of Subrecipient, and/or its officers, agents or employees, then Subrecipient shall defend such allegations. Subrecipient shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

16. CHOICE OF LAW: This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the First Judicial District, Kootenai County, State of Idaho

17. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

DATED this ____ day of _____, 20__.

Board of Kootenai County Commissioners

By: _____
Todd Tondee, Chairman

By: _____
Daniel H. Green, Commissioner

By: _____
Jai Nelson, Commissioner

ATTEST:

Jim Brannon, Clerk

DATED this _____ day of _____, 20____.

Subrecipient

By: _____
Name

Title

ATTEST:

Name: _____

Title: _____



**STATE OF IDAHO
BUREAU OF HOMELAND SECURITY**

4040 W. GUARD STREET, BLDG. 600
BOISE, IDAHO 83705-5004



C.L. "BUTCH" OTTER
GOVERNOR

Maj Gen GARY L. SAYLER
ADJUTANT GENERAL

Col BRAD RICHY
DIRECTOR

November 16, 2013

Mr. Todd Tondee, Chairman
Kootenai County Board of Commissioners
P.O. Box 9000
Coeur d'Alene, ID 83816

Dear Commissioner Tondee:

We are pleased to award your jurisdiction with funding for the 2013 State Homeland Security Grant Program. If you have not already received approval from program managers, please remember that investments must be approved before grant funds can be expended. Enclosed you will find the following:

- ❖ Award Document w/ Agreement Articles
- ❖ Memorandum of Understanding (MOU)
- ❖ Assurances and Certifications

Amounts for shared costs are noted on the MOU and are included as part of your award amount.

If the award is accepted, please have the appropriate governing body official sign and return the award document, certification, assurances and MOU to BHS by December 1, 2013. A copy of the signed forms should be retained for your files. Please note that by accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all reports and resolution of all interim audit findings.

We look forward to continuing our close working relationship with our primary objective of making our communities more disaster resistant. If you have any questions, please do not hesitate to contact Brad Hufford at (208) 258-6510.

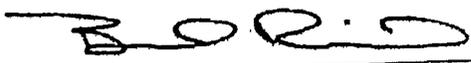
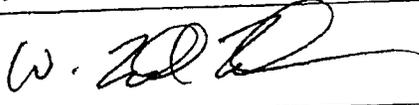
Sincerely,

Brad Richy, Colonel
Director, Idaho Bureau of Homeland Security

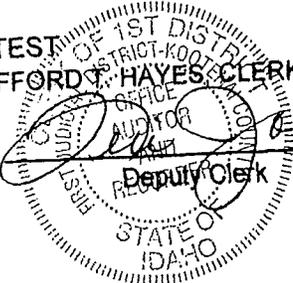
BR/lp

Enclosures

cc: Jay Baker, Area Field Officer
Sandy Von Behren, County Emergency Manager
Clifford Hayes, County Clerk

 IDAHO BUREAU OF HOMELAND SECURITY STATE ADMINISTERING AGENCY HOMELAND SECURITY GRANT PROGRAMS		SUB-GRANT AWARD DOCUMENT		PAGE 1 OF 6	
1. SUB-GRANTEE NAME AND ADDRESS (INCLUDING ZIP CODE) Kootenai County P.O. Box 9000 Coeur d'Alene, ID 83816		2. AWARD NUMBER EMW-2013-SS-00149		3. PERFORMANCE PERIOD 9/1/2013 to 7/31/2015	
7. SUB-GRANTEE IRS/VENDOR No. 826000304 08		4. AWARD DATE 8/28/2013	5. CFDA 97.067	6. ACTION Award	
2013 Homeland Security Grant Program		8. PREVIOUS AWARD AMOUNT:		\$0.00	
9. PROGRAM AREA: SHSP		10. AMOUNT OF THIS AWARD:		\$174,727.86	
		TOTAL AWARD		\$174,727.86	
11. SPECIAL CONDITIONS The above grant project is approved subject to such conditions or limitations as are set forth on the following pages of this document and in the General Terms and Conditions sent with the original award or as amended.					
12. FEDERAL AGENCY AUTHORIZING THIS AWARD The Department of Homeland Security Office of State and Local Government Coordination and Preparedness.					
13. METHOD OF PAYMENT Reimbursement is made upon receipt of the jurisdiction's Financial Status Reports/Reimbursement Request.					
AGENCY APPROVAL			SUB-GRANTEE ACCEPTANCE		
14. NAME AND TITLE OF APPROVING BHS/SAA OFFICIAL Brad Richey, Colonel Director, Idaho Bureau of Homeland Security			15. NAME AND TITLE OF AUTHORIZED SUB-GRANTEE OFFICIAL <i>W. Todd Tondee, Chairman</i>		
16. SIGNATURE OF APPROVING BHS/SAA OFFICIAL 			17. SIGNATURE OF AUTHORIZED SUB-GRANTEE OFFICIAL 		
DATE: November 16, 2013			DATE: 12-10-13		

BHS - Award Form, Revised December 06 -- Adapted from Federal Form 400012 ODP

ATTEST: 
 CLIFFORD T. HAYES, CLERK
 BY: 
 Deputy Clerk

Idaho Bureau of Homeland Security Emergency Management Performance Grant	Sub Grant Award Continuation Sheet	Page 2 of 5
Award Number: EMW-2013-SS-00149		Award Date: 8/28/2013

SPECIAL CONDITIONS

Article I – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article II – Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

Article III – DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

Article IV – Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V – USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Idaho Bureau of Homeland Security Emergency Management Performance Grant	Sub Grant Award Continuation Sheet	Page 3 of 5
Award Number: EMW-2013-SS-00149		Award Date: 8/28/2013

Article VI – Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subgrantee –

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article VII – Non-Supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article VIII – Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article IX – Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.

Article X – Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XI – Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article XII – False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XIII – Duplication of Benefits

State, Local and Tribal Recipients must comply with 2 CFR Part § 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Idaho Bureau of Homeland Security Emergency Management Performance Grant	Sub Grant Award Continuation Sheet	Page 4 of 5
Award Number: EMW-2013-SS-00149		Award Date: 8/28/2013

Article XIV – Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article XV – Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article XVI – Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article XVII – Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pla_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pla_template.pdf, respectively.

Article XVIII – Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XIX – Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XX – Assurances, Administrative Requirements and Cost Principles

- a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

Idaho Bureau of Homeland Security Emergency Management Performance Grant	Sub Grant Award Continuation Sheet	Page 5 of 5
Award Number: EMW-2013-SS-00149		Award Date: 8/28/2013

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article XXI – Fusion Center Investment

A program hold is placed on Investment #1 and the grantee is prohibited from obligating, expending, or drawing down SHSP funds in the amount of \$170,000 in support of their State and/or Major Urban Area Fusion Center. In order to release this hold, the grantee is required to submit the Fusion Center Investment Justification Supplemental Form, which captures requirements for all Fusion Center Investment Justifications, per pages 40-41 of the FY 2013 HSGP Funding Opportunity Announcement (FOA). Please contact your FEMA GPD Headquarters Program Analyst to receive a copy of this addendum, and to receive further guidance on the steps required to release this hold.

Article XXII – Summary Description of Award

The FY 2013 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustanment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$3,459,364, and Operation Stonegarden (OPSG) funding in the amount of \$49,121. The following counties received Operation Stonegarden funds: Boundary County, \$49,121. These programs provide an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters and other emergencies.

Article XXIII – Operation Stonegarden Program Hold

The recipients are prohibited from drawing down or reimbursing sub-recipients of Operation Stonegarden (OPSG) funding provided through this award until each unique, specific or modified county level, tribal or equivalent Operations Order and or Frag Order has been reviewed, and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington DC for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to the respective State Administrative Agency (SAA) and CBP/BP HQ in Washington DC.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF IDAHO, BUREAU OF HOMELAND SECURITY
AND
KOOTENAI COUNTY**

**REGARDING STATE USE OF 2013 STATE HOMELAND SECURITY GRANT PROGRAM FUNDING
ON BEHALF OF KOOTENAI COUNTY**

1. **PARTIES.** The parties to this Agreement are the State of Idaho, Bureau of Homeland Security and Kootenai County, referred to as subgrantee.
2. **AUTHORITY.** This agreement is authorized under the provisions of Idaho Statute: TITLE 46, CHAPTER 10.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the Idaho Bureau of Homeland Security shall expend Homeland Security Grant Program (HSGP) funds on behalf of the subgrantee. On August 28, 2013, the United States Department of Homeland Security issued grant number EMW-2013-SS-00149 to the State of Idaho. Under this grant, the State of Idaho, Bureau of Homeland Security must allocate grant funding to local jurisdictions. Under this grant, the subgrantee may authorize the Idaho Bureau of Homeland Security to obligate and pay equipment purchases and program execution; provided that the subgrantee and the Idaho Bureau of Homeland Security enter into an agreement on the matter.

4. **RESPONSIBILITIES.**

A. Idaho Bureau of Homeland Security:

Will provide fund management for the Learning Management System (LMS), Fusion Center and equipment through obligations and payments for the period of this award and any extensions.

B. Subgrantee:

The duly authorized official has read and understands the 2013 Homeland Security Grant Program description and application from the Idaho Bureau of Homeland Security. As the authorized representative, he or she hereby authorizes the Idaho Bureau of Homeland Security to obligate and expend 2013 Homeland Security Grant Program funds for allowable LMS, Fusion Center and equipment purchases and program execution in support of the subgrantee.

5. **APPROVING OFFICIAL.**

IDAHO BUREAU OF HOMELAND SECURITY

Brad Richy, Director
4040 Guard Street, Bldg. 600
Boise, ID 83705
Phone: (208) 422-3040
Fax: (208) 422-3044

SUBGRANTEE

Todd Tondee, Chairman
Kootenai County Board of Commissioners
P.O. Box 9000
Coeur d'Alene, ID 83816

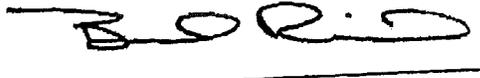
6. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of Idaho or any subgrant jurisdiction. If a term of this agreement is inconsistent with such authority, then the term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. **EFFECTIVE DATE.** The terms of this agreement will become effective upon signing by the parties.
8. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.
9. **TERMINATION.** The terms of this agreement in its original form, or if modified with the consent of both parties, will remain in effect until the end of the grant. Either party upon 30 days written notice to the other may terminate this agreement.

APPROVED BY:



Todd Tondee
Chairman
Kootenai County Board of Commissioners

12-10-13
Date



Brad Richy
Director
Idaho Bureau of Homeland Security

November 16, 2013
Date



OMB APPROVAL NO. 1121-0140

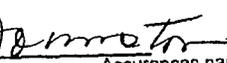
STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.


 Signature W. Todd Tondee, Chairman Date 12-10-13

ATTEST
 CLIFFORD T. HAYES, CLERK
 AUDITOR
 AND
 REGISTER

BY 
 Deputy Clerk



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Kootenai County
2. Application Number and/or Project Name

82-6000304
3. Grantee IRS/Vendor Number

W. Todd Tondee, Chairman
4. Typed Name and Title of Authorized Representative

W. Todd Tondee
5. Signature

12-10-13
6. Date

ATTEST
CLIFFORD T. HAYES, CLERK

BY: [Signature]
Deputy Clerk
STATE OF IDAHO

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>W. Todd Tondee</u> Print Name: <u>W. Todd Tondee</u> Title: <u>Chairman</u> Telephone No. <u>208-446-1600</u> Date: <u>12-10-13</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

ATTENTION OF 1ST DISTRICT
 CLIFFORD HAYES, CLERK
 AUDITOR AND RECORDER
 BY: [Signature]
 Deputy Clerk
 STATE OF IDAHO

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Business Meeting
December 10, 2013
2:00 p.m.**

4. 2013 State Homeland Security Grant Program (SHSP) Award/Idaho Bureau of Homeland Security/Office of Emergency Management

This is to consider the 2013 State Homeland Security Sub-Grant Award and Memorandum of Understanding which confirms the availability and allocation of \$174,727.86 in grant funding to the Office of Emergency Management for approved expenditures. The funding will be available for approved expenditures during the performance period of 9/1/13 to 7/31/15.

Commissioner Green moved that the Board accept the grant award. Commissioner Nelson seconded the motion. The roll was called. The motion carried.

National Preparedness Goal

Core Capabilities

Overview

Core capabilities are essential for the execution of each of the five mission areas: Prevention, Protection, Mitigation, Response, and Recovery (see Table 1). To assess both our capacity and our gaps, each core capability includes capability targets for which measures will be developed. The core capabilities and capability targets are not exclusive to any single level of government or organization, but rather require the combined efforts of the whole community.

Table 1: Core Capabilities by Mission Area³

Prevention	Protection	Mitigation	Response	Recovery
Planning				
Public Information and Warning				
Operational Coordination				
Forensics and Attribution Intelligence and Information Sharing Interdiction and Disruption Screening, Search, and Detection	Access Control and Identity Verification Cybersecurity Intelligence and Information Sharing Interdiction and Disruption Physical Protective Measures Risk Management for Protection Programs and Activities Screening, Search, and Detection Supply Chain Integrity and Security	Community Resilience Long-term Vulnerability Reduction Risk and Disaster Resilience Assessment Threats and Hazard Identification	Critical Transportation Environmental Response/Health and Safety Fatality Management Services Infrastructure Systems Mass Care Services Mass Search and Rescue Operations On-scene Security and Protection Operational Communications Public and Private Services and Resources Public Health and Medical Services Situational Assessment	Economic Recovery Health and Social Services Housing Infrastructure Systems Natural and Cultural Resources

³ Planning, Public Information and Warning, and Operational Coordination are core capabilities common to all mission areas.

Hauser Lake Fire Protection District
10728 N Hauser Lake Road
Hauser, ID 83854

MEMORANDUM of UNDERSTANDING
BETWEEN
HAUSER LAKE FIRE PROTECTION DISTRICT AND
CITY OF COEUR D'ALENE

SUBJECT: Pager grant

1. Purpose: The purpose of this memorandum of understanding is to facilitate cooperation in the receipt and performance of application for a Bureau of Homeland Security Grant and private grants enabling all participating agencies to purchase pagers necessary to implementing the installation of a Kootenai County paging system.
2. Reference: 1) EMW-2013-SS-0149; 2) TransCanada Donation
3. Problem: In order to implement an upgrade of the Kootenai County Paging System providing a robust and common system for alerting response personnel funding resources to purchase equipment are required. The various stakeholders have agreed to the purchase of standard pagers that will greatly enhance alerting capabilities and facilitate long term cost reductions. In as much as no single agency has the requisite financial resources to purchase equipment that will accomplish this goal, Hauser Lake Fire Protection District has agreed to be the coordinating agency for the purchase of pagers for the participating agencies. The purchase will utilize funding via the State of Idaho Bureau of Homeland Security and other charitable donations/grants from private industry including, but not limited to, a donation received from TransCanada Pipeline. As these funding sources will not fully fund the purchase a portion of the cost will be the responsibility of each participating agency.
4. Scope: The scope of this MOU is to inform each agency of its grant performance responsibilities and financial obligation by obtaining commitments to provide the grant match funding if the application is successful, and to provide necessary information to meet grant management requirements.
5. Understandings, Agreements, Support and Resource Needs:
 - a. Hauser Lake Fire Protection District agrees coordinate the purchase of pagers, as selected by the Kootenai County Fire Chief's Association pager committee. Hauser Lake Fire Protection District will issue a purchase order for the pagers to the selected vendor in order to maximize quantity discounts.
 - b. Each participating agency will provide the quantity of pagers needed. This will be a one-time purchase and any future purchases for additional pagers or replacements will be the responsibility of the individual agency.
 - c. Participating agencies' financial obligation will be determined as follows: The number of pagers purchased on behalf of the individual agency divided by the total number of

paggers ordered to determine the agency's percentage of the order. Total cost of order (including shipping) minus the total funding received to determine the unfunded portion of purchase. Unfunded amount of purchase multiplied by the agency percentage to equal agency obligation.

- d. Each agency agrees that it will commit funds to ensure payment of the unfunded amount. Individual agency funding obligation is due and payable to Hauser Lake Fire Protection District upon receipt of the equipment to Hauser Lake Fire Protection District.
- e. Hauser Lake Fire Protection District agrees to serve as the point of contact and coordinating agency for the grant property management requirements. Participating agencies agree to comply with the property management requirements as stipulated in the Sub grant Agreement EMW-2013-SS-0149 in Appendix A of this MOU and provide Hauser Lake Fire Protection District with copies of the specified records for reporting to Kootenai County and the State of Idaho.
- f. Hauser Lake Fire Protection District agrees to maintain all financial and property management records and make the same available to any participating agency upon request.

6. Effective Period: The period of this MOU will be from May 20, 2014 through September 30, 2014 and will automatically renew for a period of three (3) fiscal years and an additional one (1) year by mutually executed agreement.

8. Performance: Administration of this MOU and grant shall be monitored by the Kootenai County Fire Chief's Association. If the terms of the MOU are not being fulfilled by any participating agency the MOU is considered terminated and all equipment shall be returned to the Kootenai County Fire Chief's Association upon demand.

9. Effective date: Upon signature of both undersigned parties.

Agency Name	Hauser Lake Fire Protection District
Authorized Signature	Authorized signature
Print Name	Print Name
Title	Title
(Date)	(Date)

Appendix A



Adobe Acrobat
Document

Figure 1

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: May 12th, 2014
FROM: Monte McCully, Trails Coordinator
SUBJECT: Amending the Trails Master Plan for the Aspen Trails Subdivision

DECISION POINT:

The Parks Department Recommends that Public Works sends to Council approval for amending the Trails and Bikeways Master Plan to reflect the approved trail plan for the Aspen Trails Subdivision.

HISTORY:

The Trails and Bikeways Masterplan adopted the original trails plan for this subdivision prior to 2010. Development slowed down and nothing was built for several years. When the developer came forward to begin development again they changed the layout of the roads and trail system. The new design has been through staff and Design Review and has been approved.

FINANCIAL ANALYSIS:

There will be minimal costs to the City involved in this update. Just the cost of staff time to add the wording to the update of the master plan that is currently underway.

PERFORMANCE ANALYSIS:

Amending the Trails Plan to reflect actual changes is required and necessary so there is no precedent set for deviation to the trails plan.

DECISION POINT/RECOMMENDATION:

The Parks Department Recommends that Public Works sends to Council approval for amending the Trails and Bikeways Master Plan to reflect the approved trail plan for the Aspen Trails Subdivision.

OPEN SPACE, AND BIKE PATH PLAN FOR
ASPEN TRAILS

THE LANDINGS AT WATERFORD 10TH ADDITION

THE LANDINGS AT WATERFORD 7TH ADDITION

THE LANDINGS AT WATERFORD 5TH ADDITION

THE LANDINGS AT WATERFORD 2ND ADDITION

WASHINGTON WATER AND
POWER COMPANY

HAWKS NEST 4TH ADDITION

LA 2

LA 4

LA 3

LA 5

BIG SKY
ESTATES

NOT
PLATTED

NOT
PLATTED

BRICKMONT
COUNTRY
ESTATES

NOT PLATTED

ODA INDUSTRIAL PARK

NOT PLATTED

Scale 1" = 150'

ENGINEERS
PLANNERS
(P.E.) (P.L.L.C.)
1000 N. 10TH ST.
BOISE, IDAHO 83702
PHONE: 208.333.1234
FAX: 208.333.1235

TRI-STATE
CONSULTING ENGINEERS P.C.

OPEN SPACE AND BIKE PATH PLAN FOR:

ASPEN TRAILS

A DEVELOPMENT LOCATED IN THE CITY OF COEUR D'ALENE, IDAHO



DESIGNED:
CSC
DRAWN BY:
LMC
CHECKED:
SWS
SCALE:
H: 1" = 150'
V: 1" = N/A
MONTH YEAR
01 2014
SHEET

LA1
5

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: May 12, 2014
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Agreement for Professional Services with Welch Comer, Inc.

DECISION POINT

Staff is requesting approval of a contract with Welch Comer to perform consulting services for the Drainage Utility.

HISTORY

The Drainage utility has a variety of collection replacement projects budgeted for this fiscal year and needs to engage a consultant in order to complete them. Staff has completed the RFQ process and selected Welch Comer. We have negotiated a contract with them and we are requesting council approval.

FINANCIAL ANALYSIS

The cost for consultant services is included in the current budget. The contract has a not to exceed amount of \$120,000.

PERFORMANCE ANALYSIS

The proposed contract will allow staff to use Welch Comer to perform a variety of services for the Drainage Utility. The scope and budget for individual tasks will be negotiated on a case by case basis, within the not-to-exceed amount. The initial term of the contract is for one year, with an option for up to two more annual renewals.

RECOMMENDATION

Staff recommends Council approve the contract with Welch Comer.

PROFESSIONAL SERVICES AGREEMENT
Between
CITY OF COEUR D'ALENE
And
WELCH COMER ASSOCIATES, INC.
FOR
DRAINAGE UTILITY STORMWATER SYSTEM CAPITAL IMPROVEMENT PROJECTS

THIS Agreement, made and entered into this 20th day of May, 2014, between the **City of Coeur d'Alene**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **Welch Comer Associates, Inc.**, an Idaho corporation, with its principal place of business at **350. E Kathleen Avenue, Coeur d'Alene, Idaho**, hereinafter referred to as the "Consultant,"

WITNESSETH:

Section 1. Definition. In this agreement:

- A. The term "City" means the city of Coeur d'Alene, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814.
- B. The term "Consultant" means Welch Comer Associates, Inc.
- C. The term "Mayor" means the mayor of the city of Coeur d'Alene or his authorized representative.

Section 2. Employment of Consultant. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth.

Section 3. Scope of Services.

- A. The Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A".
- B. Area Covered: The Consultant shall perform all the necessary services provided under this Agreement respecting the tasks set forth in the Scope of Services.

Section 4. Personnel.

- A. The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Consultant or under his direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code Section 72-101 through 72-806. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant 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.

Section 5. Time of Performance/Agreement. This agreement shall take effect upon execution of both parties and shall remain in effect for a period of one (1) year from that date. This agreement may be extended for two (2) additional periods of one (1) year each, only by the mutual written agreement of the parties. The time of performance for individual tasks shall be identified in the task order.

Section 6. Compensation.

A. Subject to the provisions of this Agreement, the Consultant agrees to accept as full compensation for all services rendered to the satisfaction to the City for completion of the work, the fee based on time and materials per the attached fee schedule (Exhibit "B"), not to exceed the amount of sixty thousand (\$60,000) dollars. The fee schedule may be adjusted periodically during the life of the agreement by mutual written consent of both parties.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 7. Method and Time of Payment. The City will pay to the Consultant the amount set forth in Section 6 which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid within thirty (30) days after receipt of a billing submitted to the City. Such billings shall reflect the total work performed and approved, to date.

Section 8. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant

of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by the Consultant under this agreement shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

Section 9. Termination for Convenience of City. The City may terminate this Agreement at any time by giving thirty (30) days written notice to the Consultant of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Section 8 above shall, at the option of the City, become its property.

Section 10. Modifications. The City may, from time to time, require modifications in the scope of services of the Consultant to be performed under this Agreement. The type and extent of such services cannot be determined at this time; however, the Consultant agrees to do such work as ordered in writing by the City, and the City agrees to compensate the Consultant for such work accomplished by written amendment to this Agreement.

Section 11. Equal Employment Opportunity.

A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each sub consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require.

Section 12. Interest of Members of City and Others. No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the

interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 13. Assignability.

A. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

Section 14. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 15. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

Section 16. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 17. Audits and Inspection. This Agreement anticipates an audit by the city of Coeur d'Alene, and infrequent or occasional review of Consultant's documents by City staff. During normal business hours, there shall be made available for examination all of the Consultant's records with respect to all matters covered by this Agreement and will permit representatives of the City to examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoiced materials, payrolls, records, or personnel conditions of employment, and other data relating to all matters covered by this Agreement.

Section 18. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

Section 19. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 20. Permits, Laws and Taxes. The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 21. Relationship of the Parties. The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 22. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 23. City Held Harmless.

A. The Consultant shall save, hold harmless, indemnify, and defend the City, its officers, agents and employees from any liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from Consultant's performance of this Agreement in any way whatsoever.

B. The Consultant shall save, hold harmless, and indemnify the City, its officers, agents, and employees from and against any and all damages or liability arising out of the Consultant's professional acts, errors, and omissions, including costs and expenses for or on account of any and all legal actions claims of any character resulting from injuries or damages sustained by persons or property arising from Consultant's professional performance of this Agreement.

Section 24. Notification. Any notice under this Agreement may be served upon the Consultant or the City by mail at the address provided in Section 1 hereof.

Section 25. Special Conditions. Standard of Performance and Insurance.

A. Consultant shall maintain general liability insurance naming the City, its entities, and its representatives as additional insured's in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the

number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession. Should the Consultant or any of the Consultants' employees be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Errors and Omission Insurance in at least the amount of five hundred thousand dollars (\$500,000.00). The Consultant shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The Consultant shall obtain and maintain auto liability insurance in the amount of \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the Consultant shall furnish to the City certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney. Certificates shall provide cancellation notice information that assures at least thirty (30) days written notice to the City prior to cancellation of the policy for any reason.

IN WITNESS WHEREOF, this Agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

WELCH COMER ASSOCIATES, INC.

Steve Widmyer, Mayor

Phil F. Boyd, P.E. / President

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 20th day of May, 2014, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, 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 May, 2014, before me, a Notary Public, personally appeared **Phil F. Boyd**, P.E., known to me to be the President, of **Welch Comer Associates, 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 Idaho
Residing at _____
My Commission expires: _____

Exhibit A

Scope of Work

1. Preliminary Design Phase

- Meeting with City Staff to discuss potential solutions to stormwater system issues.
- Conducting field work and research necessary for preliminary design work.
- Developing potential solutions, including conceptual designs, preliminary opinions of costs and a narrative summary of options, analysis and comparison.

2. Design Phase

- If needed, completing a topographical survey to gather existing system information such as location, size and elevations.
- Researching utility record drawings, if available, to evaluate potential utility conflicts.
- Completing appropriate engineering calculations and system modeling, if necessary, to size the stormwater facilities.
- Developing detail level plans.

3. Plans and Specifications

- Plans and Specifications will be developed to the extent necessary for the City to secure pricing through an informal or formal bidding process, as applicable to each project.
- An opinion of probable project cost will also be developed under this task.

4. Bidding Phase

Bidding phase work will include assisting the City with either formal or informal bidding processes, depending on the size of the project.

5. Construction Phase

- Observation of construction work to confirm compliance with the construction documents.
- Processing pay requests, change orders and change directives, reviewing submittals, attending construction meetings, and preparing record drawings.
- Communication and coordination with the Contractor and the City regarding field conditions and construction of the project.

6. Mapping, Modeling and CIP Development Phase

- Assisting the City in updating their existing mapping as projects are completed and/or topographical survey information is collected.
- Modeling portions of the system to identify solutions to more complex issues, or multiple issues in a given area. Modeling may also be used to analyze the effect of system reconfigurations and/or large-scale improvements.
- Developing a Capital Improvement Plan (CIP) for the system, which identifies needed improvements, their estimated cost and their relative priority, will also be completed under this task.

Exhibit B
Estimated Fees

1. Preliminary Design Phase	\$30,000
2. Design Phase	\$25,000
3. PS&E Task	\$15,000
4. Bidding Phase	\$15,000
5. Construction Phase	\$20,000
6. Mapping, Modeling and CIP Development Phase	\$15,000
Total	\$120,000

Exhibit B (cont.)

Rate Schedule

Hourly rates for services effective on the date of this Agreement are:

Principal Engineer	165.00
Principal Engineer	150.00
Sr. Project Manager	130.00
Project Manager	125.00
Senior Landscape Architects	160.00
Engineer IV	120.00
Engineer III	105.00
Engineer II	105.00
Engineer I	90.00
Engineer Assistant	60.00
Sr. Engineer Tech II	90.00
Sr. Engineer Tech I	85.00
Professional Land Surveyor II	140.00
Professional Land Surveyor I	125.00
Crew Chief I	95.00
Crew Chief II	100.00
Crew Member	80.00
Survey Technician II	100.00
Survey Technician I	95.00
Cad Technician III	85.00
Cad Technician II	80.00
Cad Technician I	70.00
Sr. Project Administrator	75.00
Project Administrator	65.00
Sr. Administrative Assistant	55.00
Administrative Assistant	45.00
No Charge Services	0.00

Exhibit C

Example Task Order

TASK ORDER NO. 14-01

Project Title:

1. Background Data

In accordance with the General Services Agreement between City and Consultant for Professional Services dated , 2014 (“Agreement”), City and Consultant agree as follows:

- 1.1. City: City of Coeur d’ Alene, Idaho
- 1.2. Consultant: Welch, Comer & Associates, Inc.

2. Specific Project Data

- 2.1. TITLE:

3. Services of Consultant

- 3.1.

4. Assumptions:

- 4.1.

5. City’s Responsibilities

- 5.1. The City will provide to Consultant all criteria and full information as the City’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the Drawings and Specifications.
- 5.2. The City will furnish to Consultant as required for performance of Consultant’s services, data prepared by or services of others, if available, including, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, surveys of record, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations as may be available, all of which may use and rely upon in performing services under this Agreement.
- 5.3. The City will arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

6. Payments to Consultant for Services

- 6.1. City shall pay Consultant for the services described above as follows:
 - i. Hourly rates with an estimated maximum or at a fixed fee

7. Approval and Acceptance

- 7.1. Approval and Acceptance of this Task Order shall incorporate this document as part of the Agreement. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

City

City of Coeur d'Alene , Idaho

Consultant

Welch Comer & Associates, Inc.

By: _____
Gordon Dobler, P.E./City Engineer
Date: _____

By: _____
Phil F. Boyd, P.E./President
Date: _____

**CITY COUNCIL COMMITTEE
STAFF REPORT**

DATE: May 20, 2014
FROM: Legal Department
SUBJECT: Council approval of agreement waiving opposition to annexation

=====

DECISION POINT:

Staff requests Council acceptance of an agreement waiving opposition to annexation by David and Jill Zwyer, owners of the property described as 712 N Tuscan Lane, Coeur d'Alene, Idaho 83814 in exchange for water service outside City limits in accordance with City policy.

BACKGROUND:

Staff received a request for water service from the owners of property at as 712 N Tuscan Lane. Legal Department staff and Water Department staff reviewed the request in light of the City's policy regarding water service to properties outside City limits. The property is allowed service under the policy as quoted below. Standard practice is to require the owners to properly execute an agreement waiving opposition to annexation in exchange for water service. A copy of the agreement is included in the packet.

POLICY REVIEW:

The request is consistent with Section 8 of the main extension policies as adopted by the City on February 3, 1981. That policy section states, "No new water service shall be provided to property outside the City Limits except for that property having prior approval in the form of a subdivision (approved prior to February 3, 1981), consumers order, property abutting or adjoining mains installed under refundable water extension contracts, or other written agreements."

DECISION POINT/RECOMMENDATION:

Staff requests Council acceptance of an agreement waiving opposition to annexation by David and Jill Zwyer, owners of the property described as 712 N Tuscan Lane, Coeur d'Alene, Idaho 83814 in exchange for water service outside City limits in accordance with City policy.

AGREEMENT WAIVING OPPOSITION TO ANNEXATION

THIS AGREEMENT, made and dated this _____ day of _____, 2014, by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and David Zwyer and Jill Zwyer, husband and wife, whose mailing address is 211 N Lakeview Drive, Coeur d'Alene, ID 83814 hereinafter referred to as the "Owners,"

WITNESSETH: That in consideration of the City permitting connection for water service to the property described as follows, to wit:

***TAX #20722
Southeast Quarter of Section 18, Township 50 North, Range 3
West, Boise Meridian, Kootenai County, Idaho
712 N Tuscan Lane, Coeur d'Alene, ID 83814***

the Owners do hereby agree on behalf of themselves, their heirs, assigns, and successors in interest, as follows:

1. That at such time as the City of Coeur d'Alene deems it advisable to annex the hereinbefore described property to the City of Coeur d'Alene, the Owners of said property agree and covenant that they will consent to the annexation of said property to the City of Coeur d'Alene and that by executing this agreement they waive any all rights to object to annexation by the City of Coeur d'Alene, and will cooperate to the fullest extent with the City in the annexation of such property.
2. That all costs and fees for connecting to and providing water service including but not limited to plumbing costs, connection fees (i.e., capitalization fees), hookup fees, excavation cost and fees shall be born by the Owners and no cost whatsoever shall accrue to the City of Coeur d'Alene for the provision of such water service.
3. That the connection to the City's water service shall be done to City specifications.

It is further agreed that the foregoing covenants are covenants running with the land and shall be binding on the heirs, devisees and assigns of the undersigned Owners.

By their signatures below, the Owners attest that they are the legal owners of the property described above and they possess the legal authority to execute this agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this agreement on behalf of said City, the City Clerk has affixed the seal of said City hereto, and the Owners have signed the same, the day and year first above written.

ANNOUNCEMENTS

OTHER BUSINESS



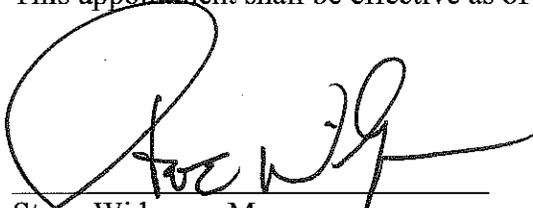
CITY OF COEUR D'ALENE

710 E. MULLAN AVENUE
COEUR D'ALENE, IDAHO 83816-3964
208/769-2300

APPOINTMENT OF INTERIM CITY ADMINISTRATOR AND PERSONNEL OFFICER

I hereby appoint Troy Tymesen as the interim City Administrator and Personnel Officer for the City of Coeur d'Alene.

This appointment shall be effective as of May 7, 2014.



Steve Widmyer, Mayor

ATTEST:



Renata McLeod, City Clerk

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: May 20, 2014
TO: City Council
FROM: Tami Stroud, Planner
SUBJECT: **A-3-14-** Zoning in Conjunction with Annexation for +/- 3.85 acre parcel at 2772 W. Seltice Way

APPLICANT/OWNER: Rivers Edge Apartments, LLC
1402 E. Magnesium Rd. Ste. 202
Spokane, WA 99217

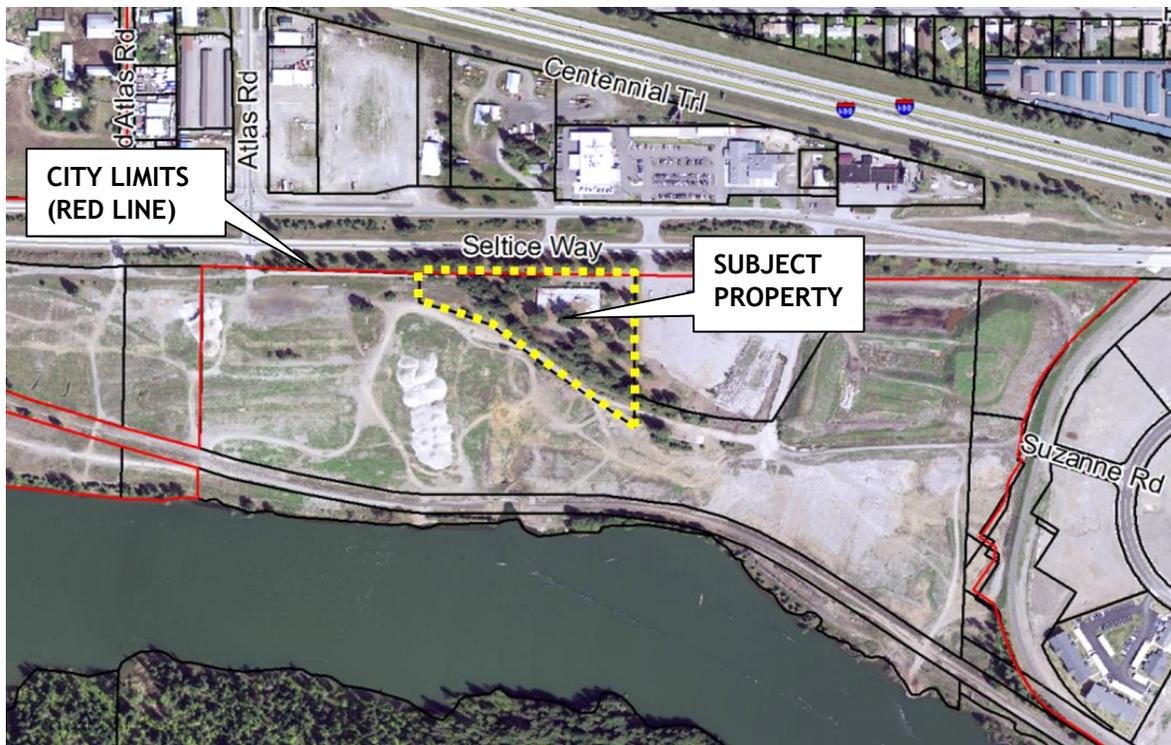
ZONING REQUEST:

Rivers Edge Apartments, LLC. is requesting zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/ acre) zoning district. The property is more specifically described as a +/- 3.85 acre parcel at 2772 W. Seltice Way and more commonly described as lying on the South side of Seltice Way and previously was the site of the Stimson Lumber office building.

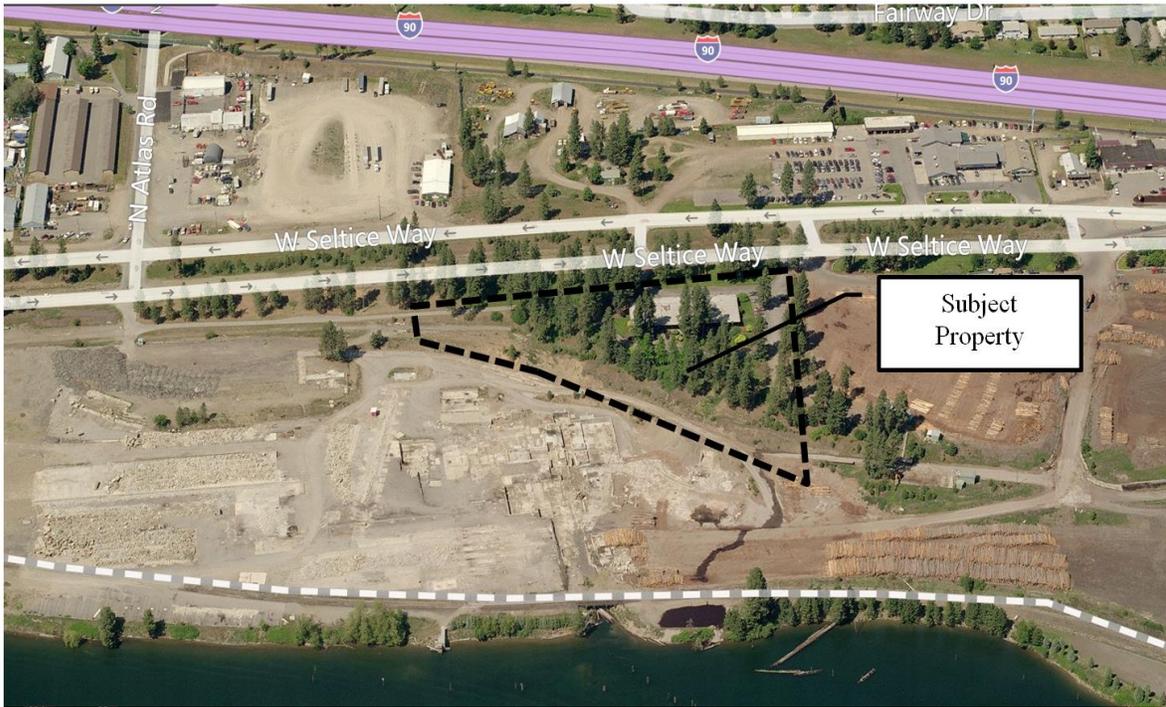
DECISION POINT:

Rivers Edge Apartments, LLC is requesting approval of Zoning in Conjunction with Annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre).

A. SITE PHOTOS (Aerial):



B. SITE PHOTOS (Aerial):



C. SITE PHOTOS: Subject property – looking west:



D. **SITE PHOTOS:** Subject property – looking south



GENERAL INFORMATION:

- A. Applicant/Owner: Rivers Edge Apartments, LLC
1402 E. Magnesium Rd. Ste. 202
Spokane, WA 99217
- B. The subject property is located on the south side of Seltice Way; previously the site of the Stimson Lumber office building.
- C. Land uses in the area include commercial to the north and across Seltice Way and Riverstone Development further to the east. Vacant unincorporated property is directly to the west, east and south of the subject property.
- D. On April 8, 2014, the Planning Commission approved the following requests by a vote of 5 to 0:
1. A-3-14 - Zoning Prior to Annexation from County Industrial to City C-17 (Commercial at 17 units/acre) for the +/- 3.85 acre parcel.
 2. SP-1-14 – A proposed R-34 Density Increase special use permit In the C-17 (Commercial at 17 units/acre) zoning district.

Prior actions on nearby property:

1. A-1-13 – R-12 & C-17 –Washington Trust property- approved in June of 2013.
2. A-3-04 –C-17–+/- 77 Acre Parcel known as the Central Pre-Mix Site - approved in November of 2004.

E. Zoning:



Purpose and Intent:

The requested C-17 zoning district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. It should be located adjacent to arterials; however, joint access developments are encouraged:

Uses permitted by right:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Single-family detached housing (as specified by the R-8 District). 2. Duplex housing (as specified by the R-12 District). 3. Cluster housing (as specified by the R-17 District). 4. Multiple-family (as specified by the R-17 District). 5. Home occupations. 6. Community education. 7. Essential service. 8. Community assembly. 9. Religious assembly. 10. Public recreation. 11. Neighborhood recreation. 12. Commercial recreation. 13. Automobile parking when serving an adjacent business or apartment. 14. Hospitals/health care. 15. Professional offices. | <ol style="list-style-type: none"> 16. Administrative offices. 17. Banks and financial institutions. 18. Personal service establishments. 19. Agricultural supplies and commodity sales. 20. Automobile and accessory sales. 21. Business supply retail sales. 22. Construction retail sales. 23. Convenience sales. 24. Department stores. 25. Farm equipment sales. 26. Food and beverage stores, on/off site consumption. 27. Retail gasoline sales. 28. Home furnishing retail sales. 29. Specialty retail sales. 30. Veterinary office. 31. Hotel/motel. 32. Automotive fleet storage. 33. Automotive parking. 34. Automobile renting. |
|--|--|

- 35. Automobile repair and cleaning.
- 36. Building maintenance service.
- 37. Business support service.
- 38. Communication service.
- 39. Consumer repair service.
- 40. Convenience service.
- 41. Funeral service.
- 42. General construction service.
- 43. Group assembly.
- 44. Laundry service.
- 45. Finished goods wholesale.
- 46. Group dwelling-detached housing.

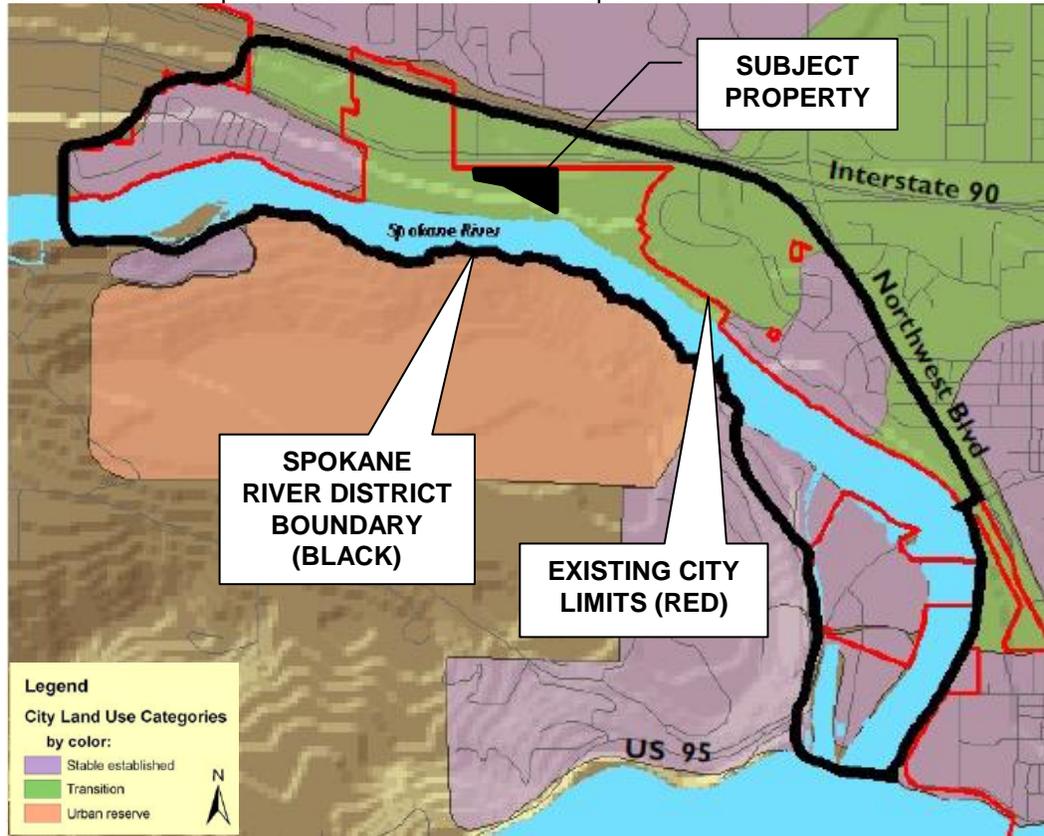
- 47. Mini-storage facilities.
- 48. Noncommercial kennel.
- 49. Handicapped or minimal care facility.
- 50. Rehabilitative facility.
- 51. Child care facility.
- 52. Juvenile offenders facility.
- 53. Boarding house.
- 54. Commercial kennel.
- 55. Community organization.
- 56. Nursing/convalescent/resthomes for the aged.
- 57. Commercial film production.

REQUIRED FINDINGS:

A. Annexation findings

Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES

B. 2007 Comprehensive Plan - Transition – Spokane River District:



Transition Areas: These areas are where the character of neighborhoods is in transition and should be developed with care. The street network, the number of building lots, and general land use are expected to change greatly within the planning period.

1. The portion of the subject property to be annexed is within the Area of City Impact Boundary.
2. The 2007 Comprehensive Plan Map designates the subject property as Transition – Spokane River District as follows:

Spokane River District Today:

The Spokane River District is in a state of flux from its historic past use as a site of four major waterfront sawmills and other industrial uses. In place of sawmills, recently subdivided property in this area along portions of the shoreline is developing into commercial, luxury residential units, and mixed use structures. Recent subdivisions aside, large ownership patterns ranging from approximately 23 to 160+ acres provide opportunities for large scale master planning. The Spokane River is now under study by federal and state agencies to determine how the quality of the water may be improved. Through coordination with neighboring communities and working with other agencies, our planning process must include protecting the quality of the water from any degradation that might result from development along the river's shores.

Public infrastructure is not available in some locations and would require extensions from existing main lines.

Spokane River District Tomorrow:

This area is going through a multitude of changes and this trend will continue for many years. Generally, the Spokane River District is envisioned to be mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. As the mills are removed to make way for new development, the river shoreline is sure to change dramatically.

The characteristics of the Spokane River District will be:

- Various commercial, residential, and mixed uses.
- Public access should be provided to the river.
- That overall density may approach ten to sixteen dwelling units per acre (10-16:1), but pockets of denser housing are appropriate and encouraged.
- That open space, parks, pedestrian and bicycle connections, and other public spaces will be provided throughout, especially adjacent to the Spokane River.
- That the scale of development will be urban in nature, promoting multi-modal connectivity to downtown.
- The scale and intensity of development will be less than the Downtown Core.
- Neighborhood service nodes are encouraged where appropriate.
- That street networks will be interconnected, defining and creating smaller residential blocks and avoiding cul-de-sacs.
- That neighborhoods will retain and include planting of future, large-scale, native variety trees

Significant policies:

➤ ***Objective 1.01 –Environmental Quality:***

Minimize potential pollution problems such as air, land, water, or hazardous materials.

➤ ***Objective 1.03 – Waterfront Development:***

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

- **Objective 1.04 – Waterfront Development:**
Provide strict protective requirements for all public and private waterfront developments.
- **Objective 1.05 – Vistas:**
Protect the key vistas and view corridors of the hillsides and waterfronts that make Coeur d'Alene unique.
- **Objective 1.11 – Community Design:**
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 – Community Design:**
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.16 - Connectivity:**
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.02 –Economic & Workforce Development:**
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- **Objective 2.05 – Pedestrian & Bicycle Environment:**
Plan for multiple choices to live, work, and recreate within comfortable walking /biking distances.
- **Objective 3.01 – Managed Growth:**
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.
- **Objective 3.05 - Neighborhoods:**
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.08- Housing:**
Design new housing areas to meet the city's need for quality neighborhoods for all income and family status categories.
- **Objective 3.10- Affordable & Workforce Housing:**
Support efforts to preserve and provide affordable and workforce housing.
- **Objective 3.16 - Capital Improvements:**
Ensure infrastructure and essential services are available prior to approval for properties seeking development.

➤ **Objective 4.02 - City Services:**

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

Evaluation:

The City Council must determine, based on the information before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.

SEWER:

Public sewer is available to the subject property along the northern property line within the Seltice Way Right-of-Way. Sewer capacity has yet to be determined.

Evaluation:

The current Wastewater Collection System Master Plan (2013) shows this property discharging into the Huetter Interceptor Line; however, an increase in density may ultimately create downstream capacity issues within the interceptor lines. The applicant will need to demonstrate that the peak wastewater flows generated from the increased density will not compromise the interceptor's downstream capacity all the way to the Wastewater Treatment Plant. The Wastewater Collection System Master Plan will need to be re-modeled to determine the future impacts that may result from the increase in density.

If public sewer can accommodate the increase in wastewater flows, the subject property connection to the public wastewater system must be made via existing Sanitary Sewer Manhole HUT-8 or a proposed doghouse manhole per City Standard Drawing SS-7.

Evaluation:

In conformance to future Sewer Policy #716, sewer taps or laterals will not be allowed to directly connected on sewer mains fifteen inches (15") in diameter or larger with written approval of the Wastewater Utility. The interceptor line fronting the subject property is 18" in diameter and the Wastewater Utility believes the generated peak wastewater flows discharging from the subject property will likely be large enough to substantiate channelized flow into the interceptor. This should minimize the potential of solids depositions and blockage at the subject property's discharge point.

-Comments submitted by Mike Becker, Utility Project Manager

WATER:

The property is currently fronted by an existing 8" AC water main on the south side of Seltice Way. However this main is only supplied by a 6" AC main crossing Seltice from the 12" main on the north side of Seltice. This likely will not provide adequate fire service for a larger complex. Flow testing may be required to determine this and any necessary fire protection upgrades would be the developer's responsibility. The property is currently served by an existing 6" commercial meter service and a 1 ½" irrigation service. There are no public fire hydrants on the side south of Seltice at this location.

-Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STORMWATER:

City Code requires a stormwater management plan to be submitted and approved prior to any construction activity on the site. Drainage facilities for the site will be required to treat and contain all storm generated runoff on the subject property. Also, due to the size of the subject property (greater than one (1) acre), and the proximity to the Spokane River, prior to the onset of development, a SWPPP (stormwater pollution prevention plan), and, NOI (notice of intent) will need to be filed with the EPA’s Region 10 office. Accommodations will be required to be constructed for roadway drainage adjoining the median vehicle storage lanes and the subject property on the south side of Seltice Way

STREETS:

The roadway to the north of the subject property is a four (4) lane, median divided highway (US Hwy 10) that is primarily under the jurisdiction of both the City of Coeur d’Alene, with small portions remaining under the jurisdiction of the Post Falls Highway District. Access and improvement requirements will be addressed when the property develops. Participation in the signalization of the adjacent Atlas Road / Seltice Way intersection may be a component of any annexation agreement that deals with the subject property.

-Submitted by Chris Bates, Engineering Project Manager

FIRE:

The Fire Department has no issues with the proposed annexation.

-Submitted by Bobby Gonder, Fire Inspector

Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.

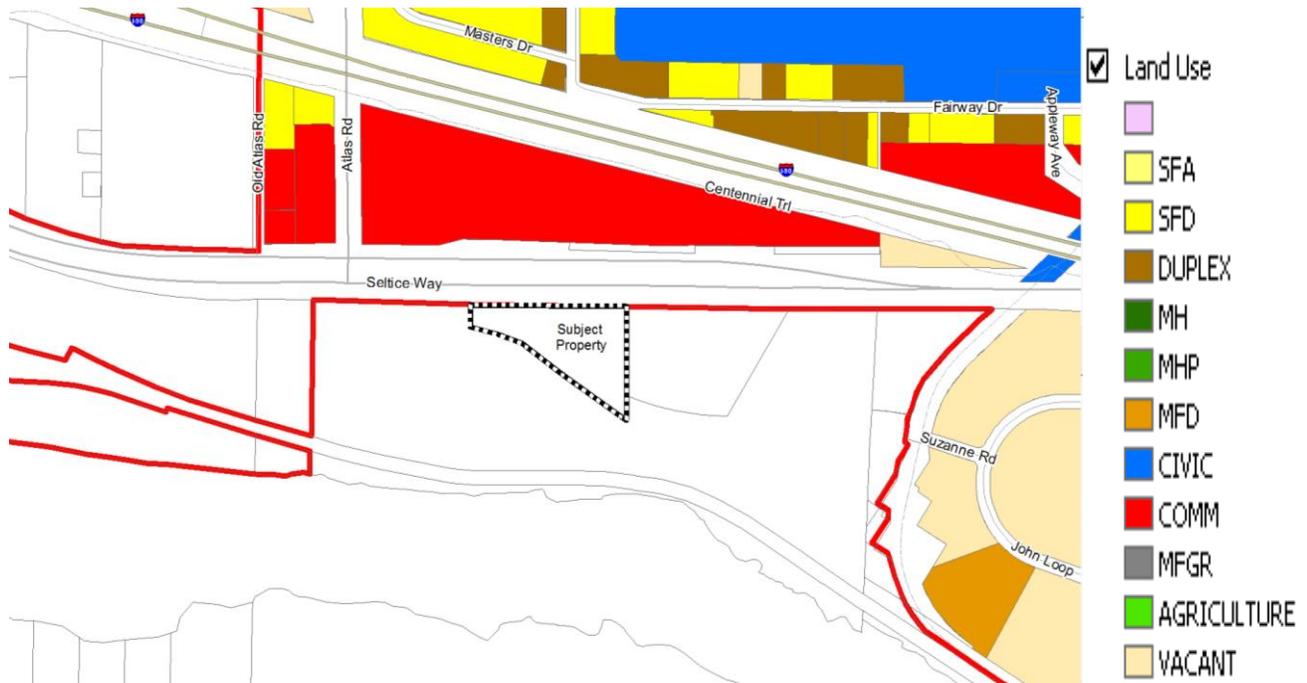
The subject property is located at the crest of a small hill and is relatively flat on top where the old office building was located.

Evaluation:

The physical characteristics appear to be suitable for the request at this time and the topography would not preclude development of the property. The property appears to be outside of the Shoreline Overlay District and the 100-year flood zone.

Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.

B. Generalized land use:



Evaluation:

The subject property was previously the site of the Stimson Lumber office building and is now vacant. To the south, east, and west, the site is bordered by approximately 40 acres of unincorporated industrial land previously the site of a lumber mill.

The property to the north of the site, and across Sellice Way is zoned C-17 (Commercial at 17 units/acre).

STREETS:

Sellice Way which served as the original “interstate” highway prior to the construction of US 90, has sufficient right-of-way width. The four (4) lane divided highway has limited access from the eastbound to westbound lanes. There are two (2) stop sign controlled crossing points adjacent to the subject property that provide access between the east and west lanes, however, there is limited stacking space for vehicle storage (3 vehicle max). The adjacent intersection of Atlas Road/Sellice Way is a congested intersection, especially during the a.m./p.m. peak hour traffic periods.

The site plan for the subject property is proposing two (2) points of access, with one of them being a “right in” only, and, one of them aligning with a median crossing between the east/west lanes.

Evaluation:

The proposed access point that would align with the median crossing would be allowed for vehicular movements onto the subject property; however, vehicles leaving the site would not be able to utilize it for west bound travel. That crossing is offset from the one on the north side of Sellice, therefore, restricting the flow of traffic to the west bound lane out of the subject property may limit the incidence of turning movement conflicts. Vehicles desiring to travel in a westerly direction would be required to proceed to the larger median crossing to the east that aligns with the access to the auto dealership (CdA Honda) on the north side of Sellice Way. Median alteration and construction of storage lanes to accommodate turning traffic will be required prior to the use of the median crossings as point of ingress and egress for the development.

There are no frontage improvements along the subject property on Seltice Way.

APPLICABLE CODES AND POLICIES:

UTILITIES

1. All proposed utilities within the project shall be installed underground.
2. All water and sewer facilities shall be designed and constructed to the requirements of the City of Coeur d'Alene. Improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
3. All water and sewer facilities servicing the project shall be installed and approved prior to issuance of building permits.

STREETS

4. Street improvement plans conforming to City guidelines shall be submitted and approved by the City Engineer prior to construction.
5. All required street improvements shall be constructed prior to issuance of building permits.
6. An encroachment permit shall be obtained prior to any work being performed in the existing right-of-way.

STORMWATER

7. A stormwater management plan shall be submitted and approved prior to start of any construction. The plan shall conform to all requirements of the City.

ITEMS FOR AN ANNEXATION AGREEMENT:

- A. Items recommended for an Annexation Agreement:

None.

ORDINANCES AND STANDARDS USED IN EVALUATION:

Comprehensive Plan - Amended 2007.
Transportation Plan
Municipal Code.
Idaho Code.
Wastewater Treatment Facility Plan.
Water and Sewer Service Policies.
Urban Forestry Standards.
Transportation and Traffic Engineering Handbook, I.T.E.
Manual on Uniform Traffic Control Devices.
Coeur d'Alene Bikeways Plan
Kootenai County Assessor's Department property records
Resolution No. 09-021, Complete Street Policy

ACTION ALTERNATIVES:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

A decorative border composed of a grid of purple diamonds in various shades, surrounding a central light purple rectangular area.

**APPLICANT'S
NARRATIVE**



Whipple Consulting Engineers, Inc.

March 13, 2014
W.O. No. 2014-1209

City of Coeur d'Alene
Mayor Steve Widmyer and City Council
710 E. Mullan Avenue
Coeur d'Alene, ID 83814

RE: Request to Consider Annexation/ 3.85+/- Acre site

Dear Mayor and Council:

On behalf of Rivers Edge Apartments, LLC we are requesting annexation of 3.85 acres of land into the City of Coeur d'Alene. The area encompassed by the proposed annexation lies on the South side of Seltice Way and previously was the site of the Stimson Lumber office building. The purpose of the application is to provide for infill redevelopment of an abandoned industrial area within the Area of City Impact, using existing City infrastructure and services. To the south, east, and west, the site is bordered by approximately 40 acres of unincorporated industrial land previously the site of a lumber mill. North of the site, across Seltice Way, are City C-17 zoned commercial properties with various uses consistent with that zoning. If annexed into the City, it is the intent of the proponent to obtain a C-17 zoning and develop the property.

The site is located at the crest of a small hill and is relatively flat on top where the old office building was located. The southern and western edges of the property slope sharply down to the old mill site, with approximately 30 feet of relief between the top and bottom of the hill.

Annexation Justification:

The Annexation application requires the applicant to justify the annexation and zoning requests. That justification must address conformance to the 2007 Comprehensive Plan, compatibility to adjacent uses, and availability of public infrastructure.

Conformance to the Comprehensive Plan:

The City's 2007 Comprehensive Plan places the subject property within the Area of City Impact and includes the subject property within the Spokane River District with a land use designation of Transition. This District is envisioned to consist of mixed use neighborhoods consisting of housing and commercial retail and service activities that embrace the aesthetics of the proximity to the Spokane River. Within this district, the comprehensive plan states that pockets of denser housing are appropriate and encouraged, and that the scale of the development will be urban in nature, promoting multi-modal connectivity to downtown. To that end, we believe that annexation and zoning to C-17 meets the goals and vision of the comprehensive plan.

Infrastructure Availability:

Sewer: An 18" diameter gravity sewer line of adequate depth and capacity is located in the median of Seltice Way, north of the property. The sewer for this project would connect to this

main at one of the manholes and would cross the eastbound lane of Seltice Way into the site.

Water: An existing City water main is located in Seltice Way. This main is of adequate size and pressure to serve the proposed development. Development as proposed may require extension of a new main from that existing main into the site for adequate fire and domestic flows.

Transportation: The site fronts on Seltice Way, which is designated as an arterial, and has two existing approaches to the eastbound lanes. The two approaches also have median crossings, allowing for full access for future development.

As proposed, we believe that this project will not only enhance a once blighted area, but will provide the City of Coeur d'Alene with an opportunity to complete a partial infill annexation.

We appreciate the opportunity to make this request for annexation and look forward to working closely with City staff in negotiating a mutually acceptable annexation agreement within six months of Council approval of the annexation. Should you have any questions, please feel free to contact me at (509) 893-2617.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ray Kimball".

Ray Kimball, P.E.

Cc: File

1. Applicant: Rivers Edge Apartments, LLC
Location: 2772 W. Seltice Way
Request:
 - A. A proposed 3.84 annexation from County I to City C-17
QUASI-JUDICIAL (A-3-14)

Planner Stroud presented the staff report and answered questions from the Commission.

Commissioner Bowlby inquired in the staff report - under sewer comments - it states that sewer capacity has yet to be determined.

Mr. Dobler explained that these comments need to be brought to your attention and feels confident that sewer will be available to this project.

Commissioner Ingalls stated that he agrees with staff a "heads-up" to the developer is a nice service that that the city provides that there may be an issue with the project and can be addressed before building permits are issued.

Commissioner Luttrupp stated that this application is a two-step process. He feels that the annexation should be approved first, so when it goes to council there won't be any surprises. For example, Lake Forest annexation was heard by council last week, and during that hearing, the council wanted to address the issue of an additional park, and was told by staff that the zone was already set that did not allow a park. He feels this puts council in a bad situation.

Deputy City Attorney Wilson explained that the approval of annexations and zone changes go forward to council automatically and that this process has been done for a long time. He stated that the process can be changed in the future, but until that is done, this is the process we have to work with now.

Public testimony open:

Ray Kimball, applicant representative, stated staff made a great presentation. The applicant is aware of the problems with sewer and the street improvement. He appreciates that staff has informed them early of problems and confident they will be resolved once building permits are ready to be issued. He explained that this property has changed ownership in the past years, with the applicant determined to protect the views and vistas with the design of the building. He presented a copy of the site plan and explained that there are 70 to 80 foot trees along the property that will not be removed. He addressed the design of the building with the apartments separated by a clubhouse with parking provided underneath the building. He explained the benefits of having parking under the building that will provide more open space instead of a parking lot. The building does have five stories but will be camouflaged by the 70 foot trees that border the property. Trail access along Seltice Way is an issue and it is the desire of the applicant to work with staff to promote connectivity. Connectivity is an important element for this project so people living in these units can safely walk to various areas in the city.

Commissioner Ingalls stated that he concurs with staff's recommendations regarding the issue with sewer and water and feels these issues can be resolved. He does have an issue with the R-34 special use permit. He explained that when Meadow Ranch was approved a few years ago, people testified at the hearing who owned commercial business around this development, and how these developments would mix.

Mr. Kimball explained that this property is zoned Industrial in the county and in the past, when trying to get permits for work on this property, it comes with a large price tag. He described the land next to this parcel which was used as a dumping site by the mill and that this is the only buildable area on the entire lot.

Commissioner Bowlby commented that she wanted to address “spot zoning” and remembers when the river district was approved for commercial projects and hearing comments that the city has too much commercial. She stated she likes the idea of parking provided underneath the buildings to allow more open space available rather than pavement. She feels that the bulk of a five story building is a problem and concurs with staff that it is the responsibility of the applicant to pay for the additional lines for sewer and water.

Mr. Kimball stated that the applicant is aware of the extra costs associated with this project.

Commissioner Ward inquired if the applicant could explain how the Prairie Trail will be connected to this development.

Todd Whipple, applicant, stated they have discussed a partnership with LCDC on ideas how this property can connect with the trail which is an important element for this development. He explained that this is a small property designed for a small footprint and that was a challenge. He stated if the R-34 special use permit is not approved, they would still have the same design of the building that would provide 64 apartments double the parking. The underground parking will be a win/win for everyone by providing parking and more open space.

Commissioner Luttrupp inquired about future signalization.

Mr. Whipple stated that he has discussed with staff a future signal on Atlas and that is not an issue.

Commissioner Luttrupp feels that the applicant has put a lot of thought into the design of this property, but feels this is not the right fit.

Mr. Whipple stated this property is one of the “scattered pieces” left over from the “Chesron vision” and when the economy fell apart, that vision went away. He explained that this property was a left-over logging area used as a disposal site for the mill. He stated this property is buildable and designed to provide the best design possible.

Rita Sims-Snyder stated she owns a commercial business across the street from this property and feels that this project is not compatible with the area. She explained that at their business, they have an outdoor paging system used throughout the day, plus bright lights at night. People living in these apartments might have complaints and this is not a good fit. She feels that this corridor along Seltice Way should be protected for the future business that will locate to this area. She stated after looking at the site plan submitted by the applicant, that there is not enough open space provided and if this project is approved, how will this area look in five years. She questioned why when her business was approved, staff required sidewalks along their property, and then listed other properties in the area that didn’t have to provide sidewalks. She inquired what the criteria used by staff to provide sidewalks is.

Commissioner Luttrupp inquired if Ms. Sims-Snyder is against the entire project.

Ms. Sims-Snyder answered that C-17 works, but can’t support the R-34 density increase.

Susie Snedaker stated that she has a problem with the bulk of the building and requested that the commission deny the project.

Rebuttal:

Mr. Whipple stated that he feels this design is the best use of the property. He addressed the nuisances in the area and feels lighting should not be a problem since all commercial projects are told by staff that downward lights are required. The trees along Seltice will be a natural buffer and that people who live in these units will be aware this property is in a commercial zoned area. He explained that the right-of-way is within the LCDC right-of-way and why a partnership is needed to provide connectivity to the Centennial Trail.

Commissioner Bowlby inquired how far the building will be from Seltice.

Mr. Kimball estimated 70 feet.

Commissioner Bowlby inquired how much open space will be provided.

Mr. Kimball estimated 50% impervious. He explained using the site plan that the building will be sitting on a slope which will allow more open space.

Chairman Jordan inquired how important LCDC money is for this project to go forward.

Mr. Whipple answered that they have other resources with the goal being connectivity all the way down Seltice. They want to utilize their resources.

Commissioner Ingalls feels that the dealership across from the property needs to comply with the rules regarding noise and lighting. He stated that he is struggling with the massive size of the building.

Deputy City Attorney Wilson explained that people who live near commercial zoned areas are not protected as much as in other residential districts. Living near a commercial business; there will be a degree of noise.

Commissioner Bowlby inquired if staff could name other areas in the city with a similar project.

Deputy City Attorney Wilson stated there is Coeur d'Alene North Apartment's downtown and the two towers across from city hall. He explained these projects are downtown which is under a different code, but similar.

Commissioner Bowlby stated that she would like to see trees and different plantings behind the building. This would camouflage the back of the building, so it doesn't look like a big wall.

Commissioner Luttrupp stated that he supports the annexation with conditions, but for reasons listed on page 12 of the staff report, he can't support the special use permit.

Chairman Jordan stated that he would like City Engineer Dobler to attend the Planning Commission meeting next month to discuss sidewalks.

Public testimony closed:**Discussion:**

Chairman Jordan stated that he is comfortable with the C-17 zone and the special use permit. He feels that this piece of property is a challenge and that the applicant will provide something that looks nice when finished.

Commissioner Ingalls stated that he is not concerned with the compatibility between this project and the surrounding commercial businesses along Seltice. The folks who live near businesses

should expect some noise. He is comfortable with both requests.

Chairman Jordan stated that he is comfortable with the approval based on the site plan that was submitted by the applicant. The site plan gives more control.

Commissioner Ward stated that the size and the bulk of the building is not a concern for him.

Commissioner Luttrupp stated that he would like to know how many trees will be saved on the property and he would like to ask the applicant.

Deputy City Attorney Wilson explained that public testimony was closed and a motion would be required needed to reopen testimony.

Motion by Luttrupp to reopen testimony.

There was not a second to Commissioner Luttrupp's motion and the motion failed.

Chairman Jordan inquired if this is approved, he would like to see a condition added to save as many trees on the property as possible.

Deputy City Attorney Wilson explained that if the commission feels that this should be a condition, they could request to retain the existing trees on the site plan.

Commissioner Ingalls stated that before making a motion, he would like to add the following conditions:

- Participation in the signalization of the adjacent Atlas Road/Seltice Way intersection.
- Sewer study will be required to assure there would be sewer capacity for the additional density on the site.
- Flow testing may be required to determine that there is adequate water supply for the proposed development, which is the applicant's responsibility.

Motion by Ingalls, seconded by Luttrupp, to approve Item A-3-14. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Ingalls	Voted	Aye
Commissioner Luttrupp	Voted	Aye
Commissioner Ward	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

Commissioner Ingalls stated he would like to add the following conditions to the special use permit:

- The proposed project must adhere to the site plan as depicted on the record for item SP-1-14.
- Retaining the existing tree cover and/or plant new trees, outside the building envelope, as depicted on the site plan.

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

A. INTRODUCTION

This matter having come before the City Council on, May 20, 2014, and there being present a person requesting approval of ITEM A-3-14 , a request for zoning in conjunction with annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre)

APPLICANT: RIVERS EDGE APARTMENTS, LLC

LOCATION: 2772 W SELTICE WAY

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

(The City Council may adopt Items B1-through7.)

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development to the east.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on May 3, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 5 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 2, 2014.
- B7. That public testimony was heard on May 20, 2014.
- B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use.
This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

Criteria to consider for B10:

1. Topography.
2. Streams.
3. Wetlands.
4. Rock outcroppings, etc.
5. vegetative cover.

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

Criteria to consider for B11:

1. Traffic congestion.
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed?
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for zoning in conjunction with annexation, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

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

ROLL CALL:

Council Member Gookin	Voted _____
Council Member Edinger	Voted _____
Council Member Evans	Voted _____
Council Member McEvers	Voted _____
Council Member Adams	Voted _____
Council Member Miller	Voted _____

Mayor Widmyer Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR STEVE WIDMYER

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on April 8, 2014, and there being present a person requesting approval of ITEM A-3-14 , a request for zoning prior to annexation from County Industrial (I) to City C-17 (Commercial at 17 units/acre)

APPLICANT: RIVERS EDGE APARTMENTS, LLC

LOCATION: 2772 W SELTICE WAY

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

- B1. That the existing land uses are commercial to the north and across Seltice Way and Riverstone Development to the east.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is County Industrial.
- B4. That the notice of public hearing was published on, March 22, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That 5 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on March 21, 2014.
- B7. That public testimony was heard on April 8, 2014.
- B8. That this proposal is in conformance with the Comprehensive Plan policies.
- B9. That public facilities and utilities are available and adequate for the proposed use.
This is based on the availability of sewer and water. The street system is also adequate.
- B10. That the physical characteristics of the site do make it suitable for the request at this time based on
The topography of the subject property.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of RIVERS EDGE APARTMENTS, LLC for zoning prior to annexation, as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

- Participation in the signalization of the adjacent Atlas Road/Seltice Way intersection,
- Sewer study will be required to assure there would be sewer capacity for the additional density on the site, and,
- Flow testing may be required to determine that there is adequate water supply for the proposed development, which is the applicant's responsibility.

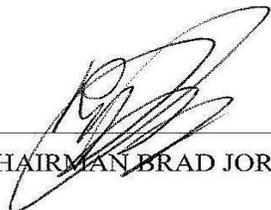
Motion by Ingalls, seconded by Luttrupp, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Ward	Voted Yes

Commissioner Messina was absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

**CITY COUNCIL
STAFF REPORT**

DATE: May 20, 2014
FROM: Warren Wilson, Interim Planning Director
SUBJECT: 0-1-14. Amendment of CC and NC Regulations to Allow Below Grade Residential Uses.

DECISION POINT:

The City Council is asked to adopt the proposed amendments to the municipal code regarding the CC and NC Regulations to Allow Below Grade Residential Uses.

HISTORY:

In 2007 the city council adopted the Neighborhood Commercial (NC) and Community Commercial (CC) zones to allow for two lower intensity commercial zones that would be compatible with residential development and serve as local service nodes. In both zones residential uses are allowed but only above the ground floor. Staff has had occasional inquiries about the CC and NC zones where the building has a current basement apartment that the owner would like to retain. Staff has determined that it can be consistent with the intent of these two zones to allow basement apartments. As such, we are proposing a code change.

FINANCIAL ANALYSIS:

The proposed change is cost neutral. The city may see additional requests to rezone property to CC and NC but any additional costs to the city would be nominal.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

Staff is proposing the following changes:

17.05.1010: USES:

A. NC Permitted Uses:

Commercial and professional office.

Daycare.

Medical/dental.

Parks.

Personal services.

Residential (~~above the~~ except on the
ground floor only).

17.05.1210: USES:

A. CC Permitted Uses:

Commercial and professional office.

Daycare.

Medical/dental.

Parks.

Personal services.

Residential (~~above the~~ except on the
ground floor only).

Retail.

Retail.

The proposed change would allow both above and below grade residential units but still require the ground floor be used for one of the other allowed uses, which is the intent of these zones.

DECISION POINT/RECOMMENDATION:

The City Council is asked to adopt an ordinance to implement the requested changes.

3. Applicant: City of Coeur d'Alene
 Request: Below grade residential units in the
 NC & CC zoning districts
 LEGISLATIVE (0-1-14)

Deputy City Attorney Wilson presented the staff report and then asked if the Commission had any questions.

The commission had no comments.

Motion by Bowlby, seconded by Ward, to approve Item 0-1-14. Motion approved.

ORDINANCE NO. 3485
COUNCIL BILL NO. 14-1010

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.1010 AND 17.05.1210 TO ALLOW RESIDENTIAL USES IN THE COMMUNITY COMMERCIAL AND NEIGHBORHOOD COMMERCIAL ZONES EXCEPT ON THE GROUND FLOOR; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.05.1010(A) is amended to read as follows:*

17.05.1010: USES:

A. Permitted Uses: Permitted uses in an NC district are as follows:

Commercial and professional office.
Daycare.
Medical/dental.
Parks.
Personal services.
Residential (~~above the~~ except on the ground floor only).
Retail.

SECTION 2. *That Coeur d'Alene Municipal Code Section 17.05.1210(A) is amended to read as follows:*

17.05.1210: USES:

A. Permitted Uses: Permitted uses in a CC district are as follows:

Commercial and professional office.
Daycare.
Medical/dental.
Parks.
Personal services.
Residential (~~above the~~ except on the ground floor only).
Retail.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on May 20, 2014.

APPROVED, ADOPTED and SIGNED this 20th day of May, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. 3485
O-1-14 Amending Municipal Code Section 17.05.1010 and 17.05.1210
Below Grade Residential Units in the NC and CC Zoning

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.1010 AND 17.05.1210 TO ALLOW RESIDENTIAL USES IN THE COMMUNITY COMMERCIAL AND NEIGHBORHOOD COMMERCIAL ZONES EXCEPT ON THE GROUND FLOOR; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. 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.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3485, O-1-14 Amending Municipal Code Section 17.05.1010 and 17.05.1210 Below Grade Residential Units in the NC and CC Zoning, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 20th day of May, 2014.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

May 12, 2014
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Ron Edinger, Chairperson ABSENT
Steve Adams acting Chairperson
Amy Evans

STAFF

Kenny Gabriel, Fire Chief
Renata McLeod, City Clerk
Melissa Tosi, Human Resources Director
Mike Gridley, City Attorney
Troy Tymesen, acting City Administrator
Juanita Knight, Senior Legal Assistant

Item 1. Transfer of Cable Franchise Ordinance 3161 and its extension Ordinance 3418 to Comcast Corporation.
(Resolution No. 14-018)

Mike Gridley, City Attorney, is requesting approval of a request to transfer Cable Franchise Ordinance No. 3161 and its extension Ordinance 3418 from time Warner Cable Incorporated to Comcast Corporation. Mr. Gridley noted that Art. V, § 5.A of Franchise 3161 provides in part “The Franchise shall not be assigned or transferred ...without the prior written consent of the City council, which consent shall not be unreasonably withheld.” Comcast appears to be solvent and has made all the representation to continue the services the City gets now and the services of the Franchise agreement.

Councilmember Evans wanted to clarify that there are no immediate impact on finances? Mr. Gridley said there is not. We are still under an extension that was signed back in 2011 that will run through 2019. Franchise fees will be collected as they have been and paid to the City.

Councilmember Adams asked if there would be any difference with Comcast in the need to renegotiate in 2019. Mr. Gridley said it would be the same whether it be Time Warner or Comcast. Negotiations generally begin 18 months prior to the expiration date of the Franchise Agreement. Councilmember Adams asked if Mr. Gridley has heard an grumblings about the amiability of Comcast compared to Time Warner. Mr. Gridley said he has not.

MOTION: by Councilmember Evans seconded by Councilmember Adams to recommend that Council adopt and pass the Resolution No. 14-018 approving the transfer of Time Warner Cable interest in Cable Franchise Ordinance No. 3161 and its extension Ordinance 3418 to Comcast Incorporated.

Item 2. Request for Destruction of Human Resource records, Temporary and semi-permanent, in accordance to the Records Retention Manual.
(Resolution No. 14-019)

Melissa Tosi, Human Resources Director, is requesting approval for the destruction of temporary and semi-permanent public records that are past the required retention period and no longer has value in being retained.

Councilmember Evans asked if the destruction includes hard copies and / or electronic copies? Mrs. Tosi said they are not scanned and saved. If they were, they would destroy those as well.

MOTION: by Councilmember Evans seconded by Councilmember Adams to recommend that Council adopt Resolution NO. 14-019 approving the request for destruction of Human Resources temporary and semi-permanent records in accordance to the records retention manual.

Item 3. Acceptance of a Memorandum of Agreement with Hauser Fire Department for the purchase of pagers.
(Resolution No. 14-019)

Kenny Gabriel, Fire Chief, is requesting Council accept the Memorandum of Agreement with Hauser FD to purchase Pagers. Chief Gabriel reported from the staff report that in the past we've done this same type of MOU to purchase our 700 MHz radios. In 2008 the Chief of Hauser FD wrote a regional grant for the county and received nearly a million dollars which gave us all much better buying power and kept each departments cost to a minimum. Our cost was approximately \$180,000.00 of which we only had to pay 20%. Now Kootenai County is creating a paging system in cooperation with the City of Spokane which will allow a more robust page output and cut out the third party vendor. We will purchase new pagers for the system and cut out the monthly charge which will pay for the pagers the first year. Chief Larry Simms, Hauser FD, also took it upon himself to search for more grants and we went from paying approximately \$65 a pager, before grants, to paying \$4.40 per pager. We are purchasing 50 pagers for a total cost of \$220.04. We may need to purchase programming software for \$249.00, but we will still stay way below the \$3300.00 we had budgeted.

MOTION: by Councilmember Evans seconded by Councilmember Adams to recommend that Council adopt Resolution No. 14-019 approving the Memorandum of Agreement with Hauser Fire Department to purchase Pagers.

The meeting adjourned at 12:06 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

May 12, 2014
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Dan Gookin
Council Member Kiki Miller
Council Member Woody McEvers

STAFF PRESENT

Amy Ferguson, Executive Assistant
Monte McCully, Trails Coordinator
Warren Wilson, Deputy City Attorney
Gordon Dobler, Eng. Svcs. Director
Mike Becker, WW Utility Project Mgr.
Troy Tymesen, Interim City Admin.
Sid Fredrickson, WW Superintendent
Keith Erickson, Communications Coor.

**Item 1 Amending the Trails Master Plan for the Aspen Trails Subdivision
Consent Calendar**

Monte McCully, Trails Coordinator, presented a request for council approval of the amendment of the Trails and Bikeways Master Plan to reflect the approved trail plan for the Aspen Trails Subdivision.

Mr. McCully stated in his staff report that the Trails and Bikeways Master Plan adopted the original trails plan for the Aspen Trails Subdivision prior to 2012. Development slowed down and nothing was built for several years. When the developer came forward to begin development again they changed the layout of the roads and trail system. The new design has been approved by staff and the Design Review Commission. There will be minimal costs to the City. Amending the Trails Plan to reflect actual changes is required and necessary so there is no precedent set for deviation to the trails plan.

Mr. McCully said that there are no significant changes, but probably a little better connectivity. Councilmember McEvers said that he doesn't recall seeing any bike trails reports coming through the Public Works Committee and questioned why this item came forward. Mr. McCully said that this was the only unbuilt trail system that was lined out in the Trails and Bikeways Master Plan, and since there were changes, it was required that they be approved. He confirmed that the Ped/Bike Committee has reviewed the trail plan and approved it.

MOTION: Motion by Councilmember Gookin , seconded by Councilmember Miller to recommend Council approve Resolution No. 14-019, amending the Trails and Bikeways Master Plan to reflect the approved trail plan for the Aspen Trails Subdivision. Motion carried.

**Item 2 Approval of a Consultant Services Contract with Welch Comer for Drainage Utility
Consent Calendar**

Gordon Dobler, Engineering Services Director, presented a request for council approval of a contract with Welch Comer, Inc. to perform consulting services for the Drainage Utility.

Mr. Dobler stated in his staff report that the Drainage Utility has a variety of collection replacement projects budgeted for this fiscal year and needs to engage a consultant in order to complete them. Staff has completed the RFQ process and selected Welch Comer, Inc. The cost for the consultant services is included in the current budget and the contract has a not to exceed amount of \$120,000. The proposed contract will allow staff to use Welch Comer to perform a variety of services for the Drainage Utility. The scope and budget for individual tasks will be negotiated on a case by case basis, within the not-to-exceed amount. The initial term of the contract is for one year, with an option for up to two more annual renewals.

Mr. Dobler commented that the fees for services are based on the fee schedule included in the agreement. Councilmember Miller asked if the rates would be renegotiated if the contract is renewed. Mr. Dobler said that it is possible, and the way the contract is worded is that the rates can be renegotiated at any time, but typically rates are only changed annually, and it still would not affect the “not to exceed” amount of the contract. In order to change the contract amount they would need to come back with a contract amendment. Mr. Dobler also noted that dollars for consultants are budgeted in the projects themselves, and not in the professional services line item of the budget. It will come out of the capital projects section of the Drainage Utility budget.

Councilmember McEvers asked if remediation of the Sunset Animal Hospital floods is in the project list. Mr. Dobler said that issue is a little easier so they engaged a contractor directly and sent the contract for \$12,000 out today. The contractor will be starting work on May 27th. Welch Comer may still assist with the project.

MOTION: Motion by Councilmember Miller, seconded by Councilmember Gookin, to recommend Council approval of Resolution No. 14-019, approving a contract with Welch Comer, Inc. for consulting services for the Drainage Utility in an amount not to exceed \$120,000. Motion carried.

**Item 3 Request for Acceptance and Adoption of 2013 Wastewater Collection System
Master Plan Update Appendix J – Addendum #1: Mill River Lift Station
Assessment at Increased Densities and the Mill River Lift Station Surcharge Fee
No Action at this Time**

Mike Becker, Wastewater Utility Project Manager, presented a request for council adoption of the 2013 Wastewater Collection System Master Plan Update Appendix J – Addendum #1: Mill River Lift Station Assessment at Increased Densities prepared by J.U.B. Engineers and authorization for staff to begin implementation of the Mill River Lift Station Surcharge Fee added to all future building permit CAP Fees and Annexations within the Mill River Lift Station Service Area.

Mr. Becker stated in his staff report that the original 2013 Wastewater Master Plan modeled the Mill River Lift Station Service Area at 11.8 Equivalent Residential Units per acre (ERA/Ac.) Over the past couple of years, a majority of developments in this area have increased to a density nearly 17 ERU/Ac. Presently most of the parcels in the area are zoned C-17. With increased densities, Wastewater was concerned that the existing sewer infrastructure in the area may not have sufficient capacity to accommodate the increase in wastewater flows. This would ultimately leave the City financially obligated to fund any capacity upgrades or improvements.

As part of the 2013 Wastewater Collection System Master Plan Update Maintenance Service Contract, J-U-B Engineers was authorized on 4/12/13 to evaluate the existing sewer collection system serving the Mill River Lift Station Service Area and provide an addendum to the Master Plan’s Appendix J of their findings. This addendum was completed last August and was to identify sewerage discharge options and,

if necessary, system upgrades and/or improvements, trigger flow dates and probable costs associated with an increase in wastewater flows. The overall goal was, if upgrades and/or improvements were needed, to develop a surcharge fee allocated per ERU that corresponds with future developments. As found in the addendum, an increase in densities will increase sewer flows. Excluding land costs, J-U-B estimates the total probably cost for system upgrades to safely convey the wastewater to the Treatment Plant is approximately \$989,000. Based on the data, the corresponding cost for these upgrades when allocated to the additional ERUs is nearly \$450 per ERU. By implementing the collection of the \$450 Mill River Lift Station Surcharge Fee per each residential connection and on a per ERU basis for commercial and industrial projects, the City will not have to fund said upgrades and/or improvements. New Development would be responsible for this cost. The surcharge fee for annexations would be handled on a case by case basis. 2,211 ERU's are still remaining to be connected.

Mr. Becker said that the upgrades would include an emergency storage basin for the wet well at the lift station, replacing existing pumps with larger pumps, replacing starters, controls and programming in the control panel, and will consider constructing a larger diameter force main to handle the additional flows. With the upgrades, the existing infrastructure could handle the peak flows. The surcharge fee could cover the cost of those improvements and upgrades.

Mr. Becker explained that one way to collect the fee would be through annexations. In addition, there are quite a few undeveloped lots remaining in the area. Their goal is to stay ahead of the game.

Councilmember Gookin asked about the annexation that is underway right now and whether it is covered under this proposal. Mr. Fredrickson confirmed that it is. He also noted that if something was zoned with a higher density than that, it would be covered as well as they would probably be considered on an ERU basis. Mr. Fredrickson said that they would need to look at the development periodically because if they had more than one higher zoned density come in, they would need to anticipate that and might have to adjust the amount they would have to collect.

Councilmember Miller asked about the commercial activity in the area and if it was going to be dealt with differently. Mr. Fredrickson said that they usually overestimate for commercial usage, but that doesn't mean they would be able to have an industrial operation that wanted to generate a million gallons per day. He noted that when they looked at the original master planning a number of years ago, they had to "crystal ball" what they anticipated to see in some of those areas and they never anticipated high density multi-family usage. In forecasting, you have to make sure that you have a good rational basis of determining the fee, but it doesn't mean it can't be looked at again as annexations happen.

Councilmember Gookin asked if the surcharge fee is approved, is the council the only body that could unauthorize it. Mr. Fredrickson said that the council is the governing body and would have to authorize any change or waiver of the surcharge fee.

Mr. Wilson explained that this will be a public hearing item and probably won't be back before the council for a number of weeks due to legal requirements, but that they will catch any new annexations that come in. Staff will set the public hearing at a later date.

MOTION: Motion by Councilmember Gookin, seconded by Councilmember Miller, to recommend Council authorize acceptance and adoption of the 2013 Wastewater Collection System Master Plan Update Appendix J – Addendum #1: Mill River Lift Station Assessment at Increased Densities prepared by J-U-B. Engineers and authorize staff to begin implementation of the Mill River Lift

Station Surcharge Fee added to all future building permit CAP Fees and Annexations within the Mill River Lift Station Service Area. Motion carried.

The meeting adjourned at 4:37 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 3/31/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 4/30/2014
<u>General-Designated</u>	\$580,445	\$28,542	\$27,783	\$581,204
<u>General-Undesignated</u>	8,561,197	8,792,609	8,934,123	8,419,683
<u>Special Revenue:</u>				
Library	211,798	11,404	95,715	127,487
CDBG	(30)		12,440	(12,470)
Cemetery	82,978	19,176	23,349	78,805
Parks Capital Improvements	190,098	45,927	4,294	231,731
Impact Fees	2,984,241	34,838	1,780	3,017,299
Annexation Fees	68,538	6		68,544
Insurance	(494,073)		87,539	(581,612)
Cemetery P/C	1,792,109	2,185	22,513	1,771,781
Jewett House	50,409	565	1,978	48,996
Reforestation	17,245	1		17,246
Street Trees	204,498	6,353	372	210,479
Community Canopy	2,673	70	44	2,699
CdA Arts Commission	1,789		1	1,788
Public Art Fund	78,569	1,090		79,659
Public Art Fund - LCDC	416,716	34		416,750
Public Art Fund - Maintenance	122,536	10	243	122,303
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	975,762	7,376		983,138
LID Guarantee	38,292			38,292
LID 130 Lakeside / Ramsey / Industrial Park	51,564			51,564
LID 146 Northwest Boulevard				
LID 149 4th Street	3,216	2,557		5,773
<u>Capital Projects:</u>				
Street Projects	1,118,075	528	411,999	706,604
<u>Enterprise:</u>				
Street Lights	142,189	41,582	45,221	138,550
Water	151,405	227,573	410,315	(31,337)
Water Capitalization Fees	3,327,635	62,575	2,157	3,388,053
Wastewater	5,500,232	497,560	1,856,227	4,141,565
Wastewater-Reserved	1,217,283	27,500		1,244,783
WWTP Capitalization Fees	3,687,235	110,139	3,325	3,794,049
WW Property Mgmt	60,668			60,668
Sanitation	(370,538)	292,761	284,446	(362,223)
Public Parking	(93,499)		6,000	(99,499)
Drainage	344,089	82,595	59,335	367,349
Wastewater Debt Service	464,427	528,039		992,466
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	195,606	152,412	195,606	152,412
LID Advance Payments	845			845
Police Retirement	1,411,057	105,122	134,612	1,381,567
Sales Tax	1,731	1,338	1,731	1,338
BID	130,019	6,011		136,030
Homeless Trust Fund	487	545	487	545
GRAND TOTAL	\$33,229,515	\$11,089,023	\$12,623,635	\$31,694,903

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 30-Apr-2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$129,566	61%
	Services/Supplies	11,840	6,594	56%
Administration	Personnel Services	319,115	183,568	58%
	Services/Supplies	69,390	15,814	23%
Finance	Personnel Services	614,642	353,567	58%
	Services/Supplies	99,060	73,982	75%
Municipal Services	Personnel Services	960,817	553,718	58%
	Services/Supplies	444,141	265,920	60%
	Capital Outlay	7,000	6,836	98%
Human Resources	Personnel Services	244,271	76,576	31%
	Services/Supplies	30,200	6,616	22%
Legal	Personnel Services	1,377,700	801,029	58%
	Services/Supplies	104,126	49,193	47%
Planning	Personnel Services	433,125	194,775	45%
	Services/Supplies	9,100	5,380	59%
Building Maintenance	Personnel Services	299,965	162,656	54%
	Services/Supplies	122,296	60,948	50%
	Capital Outlay			
Police	Personnel Services	9,640,019	5,110,945	53%
	Services/Supplies	796,950	360,030	45%
	Capital Outlay	66,372	37,998	57%
Fire	Personnel Services	7,524,974	4,543,155	60%
	Services/Supplies	405,436	241,846	60%
	Capital Outlay			
General Government	Services/Supplies	216,920	216,806	100%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		40,774	
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100	15,222	35%
	Capital Outlay	27,156	15,203	
Streets	Personnel Services	1,904,608	965,521	51%
	Services/Supplies	553,251	308,633	56%
	Capital Outlay		3,573	

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
30-Apr-2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2014	PERCENT EXPENDED
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CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 30-Apr-2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	111,089	53%
	Services/Supplies	38,300	11,399	30%
Engineering Services	Personnel Services	523,881	308,303	59%
	Services/Supplies	741,600	293,528	40%
	Capital Outlay			
Parks	Personnel Services	1,404,361	604,677	43%
	Services/Supplies	438,300	139,239	32%
	Capital Outlay	83,000	57,633	69%
Recreation	Personnel Services	619,035	306,162	49%
	Services/Supplies	136,200	69,926	51%
Building Inspection	Personnel Services	850,588	437,949	51%
	Services/Supplies	43,258	20,045	46%
Total General Fund		31,743,213	17,166,394	54%
Library	Personnel Services	1,034,823	594,496	57%
	Services/Supplies	182,350	94,760	52%
	Capital Outlay	110,000	60,430	55%
CDBG	Services/Supplies	297,298	55,634	19%
Cemetery	Personnel Services	140,091	79,841	57%
	Services/Supplies	94,164	33,766	36%
	Capital Outlay	38,000		
Impact Fees	Services/Supplies	731,710	328,200	45%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	88,742	19%
Insurance	Services/Supplies	280,000	276,698	99%
Cemetery Perpetual Care	Services/Supplies	98,000	56,659	58%
Jewett House	Services/Supplies	59,640	18,003	30%
Reforestation	Services/Supplies	2,000	714	36%
Street Trees	Services/Supplies	65,000	7,836	12%
Community Canopy	Services/Supplies	1,500	687	46%
CdA Arts Commission	Services/Supplies	6,600	394	6%
Public Art Fund	Services/Supplies	250,800	128,640	51%
Total Special Revenue		3,866,776	1,839,500	48%

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
30-Apr-2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2014	PERCENT EXPENDED
Debt Service Fund		<u>1,255,435</u>	<u>200,221</u>	<u>16%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 SEVEN MONTHS ENDED
 30-Apr-2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 4/30/2014	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Front Avenue Project	Capital Outlay		319,688	
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000	51,261	4%
Levee Certification	Capital Outlay	260,000	214,895	83%
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay		212,571	
Atlas Road Widening	Capital Outlay	394,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		2,072,370	798,415	39%
Street Lights	Services/Supplies	572,000	284,400	50%
Water	Personnel Services	1,652,706	935,247	57%
	Services/Supplies	4,219,911	690,424	16%
	Capital Outlay	2,329,900	904,865	39%
Water Capitalization Fees	Services/Supplies	1,100,000		
Wastewater	Personnel Services	2,352,374	1,282,085	55%
	Services/Supplies	6,338,854	1,084,202	17%
	Capital Outlay	10,160,300	4,819,520	47%
	Debt Service	2,025,641	528,000	26%
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,499,362	2,029,967	58%
Public Parking	Services/Supplies	179,957	66,948	37%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	59,724	58%
	Services/Supplies	663,812	180,251	27%
	Capital Outlay	250,000	23,182	9%
Total Enterprise Funds		36,348,000	12,888,815	35%
Kootenai County Solid Waste		2,200,000	1,109,429	50%
Police Retirement		175,800	104,133	59%
Business Improvement District		186,000	40,000	22%
Homeless Trust Fund		5,900	2,637	45%
Total Fiduciary Funds		2,567,700	1,256,199	49%
TOTALS:		\$77,853,494	\$34,149,544	44%