

Coeur d'Alene

CITY COUNCIL MEETING

January 6, 2015

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

December 16, 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 December 16, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: An invocation was provided by Pastor Paul Van Noy of the Candlelight Christian Fellowship.

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

MOBILE SANTA PRESENTATION: Fire Captain Jake Bieker informed the community that the Fire Department will host Santa coming to town on the antique fire truck, which will include a food drive for the community. Santa can be tracked through a program created by the City on the City's website www.cdafire.org/santa.html. He encouraged citizens to come out and say hi to Santa and donate a nonperishable food item. This program will continue for five nights from December 19 through December 23, 2014. Councilmember Evans thanked the Fire Department for taking the time to make the program work and appreciated the gift to the community.

PUBLIC COMMENTS:

Tina Kunishige, Coeur d'Alene, stated that she believes that Municipal Code Chapter 9.52 violates the Constitution and Idaho State Code, even with the proposed amendment. She believes that a person has a right under the constitution to secure one's own safety. She requested the City Council repeal the code as it will cost the City more to go through Federal Court.

Chris Kunishige, Coeur d'Alene, expressed concern over the City's legal advice and believes the City should be receiving proper advice. He believes the Council is conducting malfeasance by inviting law suits. He requested the resignation of Legal Department staff.

Dennis Hendrickson, Coeur d'Alene, express concern regarding the inability of law enforcement to maintain neighborhood peace and character. Specifically, he noted a property within his neighborhood on North 9th Street that is in need of beautification. This property contains three lots that are not to code. He clarified that the Spruce Avenue neighborhood watch has encountered issues in the past with no resolution from law enforcement. Mr. Hendrickson stated he contacted code enforcement about a week ago and has not heard back yet, but had not had success in the past.

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

1. Approval of Council Minutes for December 2, 2014 (workshop and regularly held meeting).
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for December 22, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Beer and Wine License to Melone's Public House; 2360 Old Mill Loop, Suite J101, Michael Melone, John Beutler, James Schindler (new).
5. Approval of the Annual Road and Street Financial Report for year ending September 30, 2014.
6. **Resolution No. 14-053 - 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 AN AMENDMENT TO THE AGREEMENT WITH POLICE CAPTAINS; APPROVING A CONSULTANT LABOR SERVICES AGREEMENT WITH RON H. CLARK; AND ACCEPTANCE OF A GRANT DEED FOR LITTORAL RIGHTS FROM WAYNE AND NANCY NASH.**

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

COUNCIL ANNOUNCEMENTS:

Councilmember Evans stated that she attended the dedication of the fourth Habitat for Humanity house on Saturday. This was a great celebration for Mr. Blankenship, the newest Habitat home owner.

Mayor Widmyer stated that he participated in the 4th Annual Red Kettle Challenge between Kootenai County and Spokane County Mayors. He announced that the Kootenai County Mayors won for the fourth year in a row over Spokane. Kootenai County Mayor's raised over \$21,000 and Fred Myer donated an additional \$5,000.00 for a total of \$26,000.

COUNCIL BILL NO. 14-1022
ORDINANCE 3498

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 9.52.010 TO REMOVE FIREARMS FROM THE DEFINITION OF WEAPON AND AMENDING SECTION 9.52.030 TO ADD AN EXCEPTION FOR PERSONS DISCHARGING A FIREARM IN THE LAWFUL DEFENSE OF PERSON PROPERTY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: City Attorney Mike Gridley stated that amending this code section will bring the City into compliance with the Attorney General's recommendation. In 2003 the code was created in response to some extremist groups within the community. In 2008 the legislature adopted a law that states cities do not have power to regulate transportation of firearms. He explained that Councilmember Adams brought this issue forward concerned about it not being in compliance with state law, which lead to further research. There are two state statues that appear to be in conflict one stating cities can regulate disturbances while the other states that cities cannot regulate firearms. He believes the Attorney General's office review of the city ordinance is valid; explaining that the law stating that cities cannot regulate firearms would be the law that has standing. There is still a law regarding brandishing, which relates to those carrying firearms.

MOTION: Motion by Gookin, seconded by Adams, to pass the first reading of Council Bill No. 14-1022.

DISCUSSION: Councilmember McEvers asked if the Deputy Attorney General's opinion carries the same weight as the Attorney General. Mr. Gridley explained that the request went to the Attorney General then he referred it his staff which is endorsed by the Attorney General. Councilmember McEvers asked if the current code infringes on the Constitutional right to bear arms. Mr. Gridley explained that the term arm equates to the term firearms and that is being struck from the code so it is not an infringement. Cities still have the right to regulates weapons other than firearms. Councilmember Miller clarified that the City is just amending parade and public assemblies' code, but the brandishing of firearms code is still in effect. Councilmember Adams clarified that the Idaho Second Amendment Alliance is reviewing all cities codes and had recommended the self-defense language as an additional citizen protection. Councilmember Edinger stated that at the time the Council passed the original Ordinance they were concerned about extremist groups, but that time has passed. He believed that the code did provide safety and benefited the citizens of Coeur d'Alene. Councilmember Edinger explained that someone could go after the city and with the recent Attorney General's Opinion they would likely win, so the best thing is stay out of court and amend the code. Councilmember Gookin stated that he is in favor of the amendment as it brings the City in line with the Constitution and State Code. Councilmember Adams clarified that Idaho code does not allow cities to regulate the carrying of firearms, just the discharge and the amendment will bring the City into compliance. Councilmember Evans said that she has thought a lot about this over the last few months and talked with prior City Councilmembers. She agreed that it was a different time with threats from extremist groups. Additionally, she felt the Ordinance has served the city well and that she would have supported it in 2003. With respect for the Attorney General's office and the

community she will vote to amend the ordinance. Councilmember McEvers expressed hope that common sense prevails for citizens to carry guns in appropriate places.

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

MOTION: Motion by Gookin, seconded by Evans, to suspend the rules and to adopt Council Bill 14-1022 by its having had one reading by title only.

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

MOTION: Motion by Gookin, seconded by Adams to direct staff to research potential ramifications of dropping the weapons language from the parade code and report back to the City Council.

DISCUSSION: Councilmember Gookin clarified that he is requesting staff to research the possibility of removing this section of the code. Councilmember Adams stated that the list of items is lengthy and warrant review.

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

RESOLUTION NO. 14-054

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AMENDING THE CLASSIFICATION AND COMPENSATION PLAN TO PROVIDE CLASSIFICATION FOR THE POSITIONS OF CITY ADMINISTRATOR, PAY GRADE 21 AND LEAD TRAFFIC TECHNICIAN / ELECTRICIAN, PAY GRADE 11.

STAFF REPORT: Human Resource Director Melissa Tosi explained that the City Administrator position was previously on a contract and is now under the personnel rules; therefore, the position needed to be added to the pay and classification system. The Lead Traffic Technician/Electrician is a new position in the budget. She explained that BDPA has reviewed the job description and has recommended the proposed pay grades.

MOTION: Motion by Gookin, seconded by Evans to approve **Resolution 14-054** approving amendments to the Pay and Classification system to include new classifications for City Administrator (pay grade 21), and Lead Traffic Technician/Electrician (pay grade 11).

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

**COUNCIL BILL NO. 14-1023
ORDINANCE 3499**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF MILL STREET RIGHT-OF-WAY FROM THE EAST LACROSSE ADDITION SUBDIVISION, RECORDED IN BOOK "B" OF PLATS, PAGE 119, RECORDS OF KOOTENAI COUNTY, IDAHO, AND, A PORTION OF GOVERNMENT ROAD RIGHT-OF-WAY FROM THE FORT SHERMAN ABANDONED MILITARY RESERVATION, RECORDED IN BOOK "B" OF PLATS, PAGE 153A, SITUATED IN SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO; GENERALLY DESCRIBED AS THE WESTERLY TWO HUNDRED TWENTY SEVEN FEET (227') OF MILL STREET AND THE EASTERLY THIRTY FEET (30') OF GOVERNMENT ROAD ADJOINING THE WESTERLY END OF MILL STREET; 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 Edinger, to pass the first reading of **Council Bill No. 14-1023**.

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

MOTION: Motion by McEvers, seconded by Edinger, to suspend the rules and to adopt **Council Bill 14-1023** by its having had one reading by title only.

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

RESOLUTION NO. 14-055

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A SUPPLEMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT WITH BNSF RAILWAY COMPANY.

STAFF REPORT: Mr. Gridley explained that a Purchase and Sale Agreement with BNSF was previously approved by Council. BNSF recently conducted some environmental assessments of the property through soil samples. Those samples came back with some noted arsenic levels that were higher than allowable amounts. While all environmental tests are not complete, BNSF wanted to give time for the City to study the results and provided additional time for the closing date.

MOTION: Motion by Evans, seconded by Adams to approve Resolution 14-055 approving a supplement to the BNSF Railway Real Estate Purchase and Sale Agreement.

DISCUSSION: Councilmember Gookin asked how typical these findings are what are the next steps. Mr. Gridley explained that the City does not normally test for these types of environmental concerns. He has recently talked with environmental experts who stated that allowable arsenic levels listed on the test results were for drinking water standards, not soil standards, and may not be as concerning to soil levels of a development area. Mr. Gridley clarified that D.E.Q provides several options including scraping the contaminated soil and using it for footings or under parking lots and/or bringing in new materials. He clarified that based on the use of the property the soil would not need to be hauled away. They did recommend the City review the property for potential spill areas that would be more concerning. Councilmember Miller clarified that in some cases asphalt could be a sealant/remediation such as a trail which is intended for this property. Mr. Gridley confirmed that was an option frequently used for remediation.

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

PUBLIC HEARING ZC-4-14 – ZONE CHANGE FROM C-17 TO R-3 AT 3201 HUETTER ROAD.

STAFF REPORT: City Planner Tami Stroud explained that that the applicant is requesting a zone change from C-17 to R-3 for property located at the corner of Mill River and E. Maplewood Avenue. There are four findings required including; that this proposal is or is not in conformance with Comprehensive Plan policies; that the public facilities and utilities are or are not available and adequate for the proposed use; that the physical characteristics of the site do or do not make it suitable for the request at this time; that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and/or existing land uses. There are no recommended conditions requested with this zone change request. Ms. Stroud explained that the Comprehensive Plan states that it is a stable established neighborhood with a multitude of changes expected for many years. The property currently has one office building structure and abuts current single family homes; the currently zoning is C-17PUD which abuts R-3PUD zoning.

PUBLIC COMMENTS: Mayor Widmyer called for public comments.

APPLICANT: Darius Ruen of Ruen-Yeager stated that he was speaking on behalf of the owner and reiterated that that their intent is to develop the four southern lots into residential units and clarified that the improvements are already installed and the road will be extended. He felt this was a pretty straight forward request.

Jim Stafford, Coeur d'Alene, stated that he owns a home in the Mill River Subdivision and that all the homes within the area, except those four homes, are within the homeowner's association. He expressed concern over the impact it would have for the association to have no authority over the development of those lots, as they should follow the same rules as the rest of the development.

Ms. Stroud stated that these lots would be included in the homeowners association. Deputy City Attorney Warren Wilson stated that a homeowners association would have CC&R's that would dictate what property would be included in the association. Mr. Stafford is concerned that it is not a requirement of the City Council that the lots are members of the homeowners association. Mr. Wilson stated that occasionally they will require an association to maintain common areas, and does not know if this property is subject to that requirement. He explained that the property is subject to the rules of the Planned Unit Development (PUD) and the zone change is not required for residential development, the owners wanted to do it for the peace of mind for the neighbors to ensure future development would not revert back to commercial. Mr. Wilson stated that there is a condition on the PUD to create a new association or join an existing one. Mr. Stafford reiterated that he is concerned that it would not have the same fit as the existing homes. Mayor Widmyer clarified that the existing homes were built in conformance to the PUD requirements, regard setbacks, height, etc. Councilmember Miller asked for clarification as to the current zone and what type of construction could have been built on the property. Mr. Wilson stated that the current zone of C-17 can include any type of retail, 17 residential units per acre of multi-family and is a very broad zoning category.

APPLICANT REBUTTAL: Mr. Ruen clarified that it is the owner's intent to reach out to the existing Homeowner's Association and seek to join their group and comply with existing PUD requirements.

Mayor Widmyer closed public comments.

MOTION: Motion by McEvers, seconded by Miller to approve the requested zone change from C-17 to R-3PUD at 3201 Huetter Road, and direct staff to prepare the Findings and Order.

DISCUSSION: Councilmember Gookin asked for information regarding the deviations included in the R-3PUD to the south. Ms. Stroud clarified that there were some height variations along the river, deviations to setback, and allowance of multifamily housing along Seltice Way.

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

PUBLIC HEARING - AA-1-14 - Administrative Appeal – Interpretation of Municipal Code Section 17.07.1020(B) (1) – Pocket Housing access from alleyway by Miller Stauffer Properties, Inc.

STAFF REPORT: Mr. Wilson explained that this is the type of item we do not see often. The Municipal Code allows for the appeal of an interpretation of city code. This appeal stems from a literal reading of the alley access requirements for pocket housing. The code states that if there is an alley then parking access should come from the alley, with the intent to make parking as unobtrusive as possible. This specific development has street frontage on a public street and lots abutting an alley. He informed the Council that it has the ability to interpret the wording and intent behind the code.

PUBLIC COMMENTS: Mayor Widmyer called for public comments.

Dick Stauffer, Coeur d'Alene, stated that he represents the applicant and believes that this is a new Ordinance that can be applied differently and that this type of development (with access off of both the alley and the street) was not anticipated when the Ordinance was created. The purpose behind pocket housing is to create more efficient use of land, and to stimulate new housing compatible with surrounding development. He clarified that the current use of the land is a parking lot and that all other design standards and requirements are being met by the development. The developer is proposing to use north south lots in an east west alignment. He believes it is a good infill development.

Mayor Widmyer closed public comments.

MOTION: Motion by McEvers, seconded by Edinger to approve the administrative appeal AA-1-14.

DISCUSSION: Councilmember McEvers asked for examples of other pocket housing developments that have worked with the alley access parking. Mr. Wilson explained that all of the developments are a bit different and some had alley access and some did not. He clarified that the proposed product makes sense but the code does not currently allow for it to access parking off of the street. Mr. Wilson further explained that if the Council thinks this type of access meets the intent of the code he would recommend the planning staff come forward with a code amendment. It could be deemed that the intent of the code was that alley access be required for parking abutting the alley. Councilmember Adams asked if the appeal were denied would the developer need to rotate the development. Mr. Stauffer stated that the proposed development is the right way to go for the location and that if it were denied they would have to look at the entire development.

Mr. Wilson clarified that there is existing code language regarding design review requirements that allows for design departures that could be used for a similar process in the pocket housing code. Councilmember McEvers stated that the term thoughtful development applies to this development and pocket housing should have some flexibility.

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

RECESS: Motion by Gookin, seconded by Evans to immediately recess to a workshop with the City's Legislative Committee to review potentially proposed legislation in the Library Community Room located at 702 Front Avenue. **Motion Carried.**

The meeting adjourned at 7:49 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

A CONTINUED MEETING OF
THE COEUR D'ALENE CITY COUNCIL
DECEMBER 16, 2014

The Mayor and Council of the City of Coeur d'Alene met in continued session in the Library Community Room at 7:53 p.m. on December 16, 2014 there being present upon roll call a quorum:

Steve Widmyer, Mayor

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

STAFF PRESENT: City Administrator Jim Hammond; Finance Director Troy Tymesen; Municipal Services Director Renata McLeod; City Attorney Mike Gridley; Deputy City Attorney Warren Wilson; Police Sergeant Christie Wood; Building Services Director Ed Wagner; Communications Coordinator Keith Erickson; Fire Chief Kenny Gabriel; Community Planning Director Hilary Anderson; and Police Chief Lee White.

LEGISLATIVE PRESENTATION: Deputy City Attorney Warren Wilson stated that the purpose of the meeting was to provide the City legislative committee the opportunity to present possible proposed legislation for this session and for the City Council to provide the committee direction on those items. Two weeks ago he attended the AIC legislative committee meeting where some potential legislation was discussed.

1. Public Records Law - The changes may include the reorganization of code sections related to the ethics laws and open meeting laws. Additionally, they will be making minor amendments such as exemption for social security numbers, etc. The Governor has appointed a public records Ombudsman which might be given authority to hear appeals of record denials. The recommendation from the committee is to support gathering ethics laws and “low drama” amendments and to further review the Ombudsman proposal and oppose if amendments negatively impact the City.

DISCUSSION: Councilmember Gookin expressed nervousness regarding moving item around with possible language changes. Councilmember McEvers stated that the Ombudsman committee could create another level of bureaucracy.

2. Public Defense Reform: This is a national issue which may require a state level resolution involving a funding mechanism for the public defense system. AIC has studied the number of municipal misdemeanors across the state and the funding from fines, and found that there is only enough money collected from fines to cover a small portion of prosecution costs, let alone public defense costs.

The recommendation from the committee is to support AIC and IAC in seeking a state level solution. Additionally, the Council should direct staff to review city misdemeanors for potential reclassification as infractions, lessening any potential burden to the public defense system.

DISCUSSION: Councilmember McEvers asked for clarification as to have lowering violations to infractions would affect the courts. Mr. Wilson explained that an infraction is not a criminal action so it would lower the number of items that would have the potential to go before the Court.

3. Area of City Impact (ACI) Changes: This legislation stems from a current issue between two Idaho cities. Although the stated goal in the draft legislation is not clearly spelled out, it would prohibit overlapping ACI boundaries. An example would be the shared tier between Post Falls, Rathdrum, and Hayden on the Rathdrum Prairie. AIC will likely remain neutral. The recommendation from the committee is to revisit the ACI legislation if it comes forward.

4. Transportation Funding: The Idaho Transportation Coalition is moving forward with a financing package for road and bridge infrastructure. This may not be introduced this year. AIC is looking for examples of failing bridges and impacts that a lack of funding has had on each community. The recommendation from the committee is to support a mechanism to increase transportation funding.

DISCUSSION: Councilmember Gookin felt that it would be time to increase the gas tax. Councilmember Edinger expressed concern that cities will not get anything additional from the Federal Government. Discussion ensued regarding various options for funding.

5. Urban Renewal Reform: The committee expects bills similar to last year to be brought forward this year. There is movement for a potential comprehensive re-write of the Urban renewal law expected next year. The recommendation from the committee is continue to support urban renewal.

6. Local Option Tax: This is noted as the number one priority of Associated Chamber of Commerce's across the state. The potential proposal is based on last year's legislation and would be project specific. The recommendation from the committee is to support local option taxation.

DISCUSSION: Councilmember Adams thought that the funds could be used for roads and/or bridges. Councilmember McEvers felt that there were limitations to the funds and could cause a potential competition with County government.

7. Property Tax Exemption for Capital Investment: Current code allows counties to exempt certain properties for a period of years to incentivize job creation. This legislation would loosen the requirements. The recommendation from the committee is to support proposed tax exemption if amended to increase notice and tie tax breaks to quality of jobs.

DISCUSSION: Discussion ensued regarding the notification requirements, the amount of the exemption and timeframe allowed for exemption.

8. Design Review: Legislation is anticipated to be the same as last year's proposal. Current processes and subjectivity are the concern that is trying to be legislated. The recommendation from the committee is to oppose removal of design review authority. Additionally, the Council should direct staff to review the design review process for ways to remove subjectivity from the process.

DISCUSSION: Discussion ensued regarding where this legislation came from and the need behind it.

9. RAP Legislation: Municipal Services Director Renata McLeod clarified that this is legislation that ISP will be proposing as the beginning to a fingerprint retention program. The benefit to the City would be to the licensing programs and law enforcement. There are efficiencies gained and cost savings to license applicants that stem from this program. The recommendation from the committee is to support RAP legislation.

10. Behavioral Health Facility: If funding comes up it would be good to support a facility in North Idaho. Public safety spoke to the local need. The recommendation from the committee is to continue to support a local facility.

DISCUSSION: Discussion ensued regarding how the operations would work to fund staffing. Staff was requested to get information regarding the average cost it takes the City to transport to Lewiston/Blackfoot and who would fund and staff the facility.

The City Council confirmed support of all committee recommendations.

MOTION: Motion by McEvers seconded by Gookin that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:57 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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 300.00
Rec No 152068
Date 12-29-14
Date to City Council: _____
Reg No. _____
License No. _____
By _____

Date that you would like to begin alcohol service 3-1-15

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" 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:	The Paint Buzz, LLC
Business Mailing Address	13698 N. Hauser Lake Rd
City, State, Zip	Hauser ID 83854
Business Physical Address	2145 N. Main Street
City, State, Zip	Coeur d'alene ID 83814
Business Contact Beth Marceau	Business Telephone: 208-457-9341 Fax: Email address: raebethie@yahoo.com
License Applicant	Beth Marceau
If Corporation, partnership, LLC etc. List all members/officers	Beth Marceau Tracy Hofius

RESOLUTION NO. 15-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A LEASE AGREEMENT WITH GRACE BIBLE CHURCH FOR USE OF PROPERTY FOR A DOG PARK; APPROVING A COST-SHARE PROGRAM TO ASSIST PROPERTY OWNERS WITH MAINTAINING TREES WITHIN PUBLIC RIGHTS-OF-WAY; APPROVING THE DESTRUCTION OF RECORDS BY CITY ADMINISTRATION; APPROVING AN AGREEMENT FOR A CDBG COMMUNITY GRANT WITH TRINITY GROUP HOMES; APPROVING AN AGREEMENT FOR A CDBG COMMUNITY GRANT WITH CHILDREN'S VILLAGE; APPROVING AN AGREEMENT FOR A CDBG COMMUNITY GRANT WITH THE NORTH IDAHO VIOLENCE PREVENTION CENTER; APPROVING THE DECLARATION OF SURPLUS ITEMS - WATER DEPARTMENT; APPROVING THE PURCHASE OF TWO NEW UTILITY VEHICLES FROM ROBIDEAUX MOTORS; APPROVING A CONTRACT WITH WESTERN STATES EQUIPMENT FOR THE PURCHASE OF A BACKHOE AND APPROVING THE DECLARATION OF SURPLUS EQUIPMENT - LOW PHOSPHORUS DEMONSTRATION PILOT FACILITY.

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

- A) Approving a Lease Agreement with Grace Bible Church for use of property for a dog park;
- B) Approving a cost-share program to assist property owners with maintaining trees within public rights-of-way;
- C) Approving the Destruction of Records by City Administration;
- D) Approving an Agreement for a CDBG Community Grant with Trinity Group Homes;
- E) Approving an Agreement for a CDBG Community Grant with Children's Village;
- F) Approving an Agreement for a CDBG Community Grant with the North Idaho Violence Prevention Center;
- G) Approving the Declaration of Surplus items - Water Department;
- H) Approving the Purchase of Two New Utility Vehicles from Robideaux Motors;

- I) Approving a Contract with Western States Equipment for the purchase of a Caterpillar 420 F IT Backhoe;
- J) Approving the Declaration of Surplus equipment - Low Phosphorus Demonstration Pilot Facility;

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 L" 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 6th day of January, 2015.

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 _____.

**GENERAL SERVICES
STAFF REPORT**

December 22, 2014

From: Bill Greenwood, Park and Recreation Superintendent

SUBJECT: Dog Park Lease Agreement with Grace Bible Church (*Council Action Required*)

DECISION POINT:

The Parks & Recreation Commission has recommended to General Services that City Council enter into a lease agreement with Grace Bible Church for the use of their property for an off-leash dog park next to Northshire Park.

HISTORY:

The City had a previous agreement with School District 271 beginning in 2009 until the spring of 2014 for the use of this site. In 2014 the property was sold to Grace Bible and they are willing to enter into lease agreement with the City of Coeur d Alene to use this site as a dog park.

FINANACIAL ANALYSIS:

The City of Coeur d'Alene would pay \$3.00 for the 36 month lease for an off-leash dog park

PERFORMANCE ANALYSIS:

This off-leash dog park currently is one of four dog parks that the City has available to the community for their use. All City of Coeur d Alene ordinances will apply to the off-leash dog park site while the lease agreement is in force.

DECISION POINT:

Recommend to City Council to enter into a lease agreement with Grace Bible Church for the use of their property for an off-leash dog park next to Northshire Park.



...more than just insurance

November 12, 2014

Grace Bible Church
152 Prairie Ave
Coeur d'Alene, ID 83815

RE: City of Coeur d'Alene – Certificate Request

I am summarizing ICRMP's position regarding additional insured language on our certificates of insurance.

As outlined, the member referenced above is a governmental entity within the State of Idaho. Idaho Code § 6-923 allows for political subdivisions to purchase insurance for "themselves and their employees." This is also specifically prohibited by the Idaho Constitution Article VIII, Section 4:

No county, city, town, township, board of education, or school district, or other subdivision, shall lend, or pledge the credit or faith thereof directly or indirectly, in any manner, to, or in aid of any individual, association or corporation, for any amount or for any purpose whatever, or become responsible for any debt, contract or liability of any individual, association or corporation in or out of this state.

Governmental entities do not have the lawful authority to purchase insurance on behalf of private parties, such as Grace Bible Church.

Even though we cannot use the terminology of "additional insured", we can provide you with a Certificate of Insurance, which shows that there is insurance on the property and that we will accept a tender of your defense if you are named party to a lawsuit solely because of your relationship with this member and not as a result of your own conduct.

I hope this information will better explain who we are, who our member is and why we cannot supply you with the words "additional insured" on your certificate of insurance. Please let me know as soon as possible that this situation has been resolved in the favor of our member.

Sincerely,

Shery Harmon

Shery Harmon
Underwriting Specialist

CERTIFICATE OF INSURANCE		Issue Date: Wednesday, November 12, 2014 1:14:25 P
Agent for Public Entity: John Goedde Insurance Northwest, Inc. 2320 N Government Way Coeur d Alene ID 83814-		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder. PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters
Insuring Pool Participant: City of Coeur D Alene 710 E Mullan Avenue Coeur D'Alene ID 83814-		

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance -Coverage Form	Policy Number	Effective Date	Expiration Date	Property Deductible (except flood/quake):	Limits
		34A02034100114	11/12/2014	09/30/2014	\$5,000	
V	PROPERTY INSURANCE	1. Buildings, Structures and Property 2. Automobile/Mobile Equipment Physical Damage 3. Operational Disruption Expense 4. Valuable Papers and Records			Amount Reported in Schedule of Values and with limits, conditions and exclusions	
					For Claims Brought Pursuant to Title ,Ch.9, Idaho Code	For All Other Covered Liability Claims
VI	COMPREHENSIVE GENERAL LIABILITY	1. General Liability 2. Law Enforcement Liability 3. Sexual Molestation (CLAIMS MADE)		Each Occurrence	\$500,000	\$3,000,000
				Each Occurrence	\$500,000	\$3,000,000
				Each Claim	\$500,000	\$3,000,000
VII	AUTOMOBILE LIABILITY	1. Automobile Liability 2. Automobile Medical Payments 3. Uninsured/Underinsured Motorist		Each Accident	\$500,000	\$3,000,000
				Each Person	\$5,000	\$5,000
				Each Accident	\$100,000	\$100,000
				Each Person	\$100,000	\$100,000
				Each Accident	\$300,000	\$300,000
VIII	ERRORS AND OMISSIONS -CLAIMS MADE	1. Errors/Omissions Liability 2. Employee Benefit Liability 3. Employment Practices Liability		Each Claim	\$500,000	\$3,000,000
				Each Claim	\$500,000	\$3,000,000
				Each Claim	\$500,000	\$3,000,000
IX	CRIME INSURANCE <small>(INCLUDES PUBLIC OFFICIALS' SURETY-IN-LIEU)</small>	1. Employee Dishonesty 2. Loss Inside Premises 3. Loss Outside Premises		Each Occurrence		\$500,000
X	BOILER AND MACHINERY	1. Damaged Property 2. Expediting Expenses 3. Buisness Income and Extra Expense 4. Spoilage Damage 5. Utility Interruption 6. Newly Acquired Premises 7. Ordinance or Law 8. Errors and Omissions		Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence Each Occurrence General Aggregate		Varies Per Item \$2,500,000 \$1,000,000 \$1,000,000 \$1,000,000 \$5,000,000 \$5,000,000 \$10,000,000 \$100,000,000

Description of Operations/Locations/Vehicles/Restrictions/Special Items:
 lease of land for a dog park

As Respects for the above described item. This certificate recognizes that there is coverage, both for property damage and liability arising out of the acts of the Insuring Pool Participant. If the below listed Certificate Holder is named as a party to a lawsuit solely because of its relationship with the Insuring Pool Participant and not as a result of its own conduct, ICRMP will accept a tender of its defense, until determination of liability. The below listed Certificate Holder as Loss Payee as their interest may appear.

Certificate Holder: Grace Bible Church 152 Prairie Ave Coeur d'Alene ID 83815	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative <i>Shery Harmon</i> ICRMP 14/15
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AGREEMENT REGARDING THE USE OF GRACE BIBLE CHURCH
REAL PROPERTY FOR CITY OF COEUR D'ALENE DOG PARK

The parties to this Agreement are the CITY OF COEUR D'ALENE, a municipal corporation of the State of Idaho, whose address is 710 E. Mullan Avenue, Coeur d'Alene, Idaho 83814, (CITY); and GRACE BIBLE CHURCH, whose address is 152 Prairie Avenue, Coeur d'Alene, Idaho 83815, (CHURCH).

WHEREAS, the City has identified a need in the community to have access to property for a public off leash dog park; and,

WHEREAS, the CHURCH owns property located at 4977 Atlas Road in Coeur d'Alene, Idaho described on Exhibit "1", (the PROPERTY) that would be suitable for a CITY operated public off leash dog park; and,

WHEREAS, the governing board of the CHURCH has agreed to permit the CITY to use the subject PROPERTY to operate and maintain an off leash dog park on the PROPERTY at the CITY'S sole cost and expense; and

WHEREAS, the CHURCH shall retain title and ownership of the PROPERTY, but shall authorize and permit the CITY to use the PROPERTY expressly for an off leash dog park for a term of thirty-six (36) months.

NOW, THEREFORE, the parties agree as follows:

1. The CHURCH hereby authorizes and permits the CITY to use the PROPERTY described in Exhibit "A" for an off leash dog park for a term of thirty-six (36) months.

2. The CITY shall use the PROPERTY solely for the purpose of a public off leash dog park. CITY shall operate and maintain the PROPERTY and shall establish reasonable rules for

the public use of the PROPERTY for an off leash dog park until the termination of this Agreement.

3. To the fullest extent allowed by law, the CITY agrees to indemnify, defend and hold the CHURCH harmless from any and all liability, loss, damage or claims, of any description, which is related to or results from such use and/or arising out of or in connection with this Agreement.

4. The CITY shall maintain comprehensive public liability and property damage insurance that will protect it from claims for damages because of bodily injury or death which may arise from its operations under this Agreement. The CITY shall notify the CHURCH in writing as soon as practicable after notice of an injury or a claim is received. All insurance required under this paragraph shall be maintained in full force and effect at the CITY's expense until this Agreement is terminated. Certificates of such insurance shall be provided to the CHURCH annually or upon reasonable notice by the CHURCH to the CITY. Failure to maintain the insurance required by this Agreement shall be grounds for immediate termination of this Agreement.

5. This Agreement shall be in effect for a term of thirty-six (36) months from the date of its final execution and shall terminate upon the expiration of the term, unless it is continued by written agreement of the parties.

6. Either party may terminate this agreement for any reason after providing ninety (90) day notice to the other party.

7. Any notice under this Agreement shall be in writing and be delivered in person or by certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may, from time to time, direct in writing:

The CHURCH: 152 Prairie Ave
Coeur d'Alene, ID 83815

The CITY: Coeur d'Alene City Clerk
710 East Mullan Ave.
Coeur d'Alene, ID 83816-0489

8. This Agreement embodies the entire agreement of the parties, and there are no oral agreements existing relative to the subject matter hereof which are not expressly set forth herein. The Agreement may be modified only in writing signed by both parties.

9. This Agreement shall be executed in duplicate originals, each party to retain one of the duplicate originals in executed form.

10. Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

DATED this 6th day of January, 2015.

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

GRACE BIBLE CHURCH

By: _____
Steve Widmyer, Mayor

By: _____

Its: _____

ATTEST:

Renata McLeod, City Clerk

EXHIBIT "1"
TO AGREEMENT REGARDING THE USE OF GRACE BIBLE CHURCH
REAL PROPERTY FOR CITY OF COEUR D'ALENE DOG PARK

Block 1 except the South 196.73 feet of Northshire Addition to the City of Coeur d'Alene situate in Section 33, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. Parcel # C-6525-001-999A.

**CITY COUNCIL
STAFF REPORT**

DATE: January 6, 2015
FROM: Katie Kosanke, Urban Forestry Coordinator
SUBJECT: **Tree Maintenance Cost Share Program**

DECISION POINT:

Recommend that the City Council adopt a cost-share program to assist abutting property owners in maintaining trees growing within public right-of-ways in residential areas.

HISTORY:

Through the urban forestry ordinance, owners of land abutting the right-of-way are made partners with the city in the care of street trees. The city provides advice, technical information and assurance of tree service quality through a tree service licensing process. The abutting property owners are responsible for caring for the trees next to their property. This partnership is coordinated through a permit process. Since the purpose of the permit process is to facilitate communications regarding correct care, there is no charge for permits.

The street tree inventory shows that many right-of-way trees do not receive routine care. This lack of routine care is confirmed by the request and complaints received by the Urban Forestry Coordinator. Potential hazardous situations can be avoided by simple, timely, and routine care. Routine care also helps trees to stay healthier and live longer, ultimately saving costs and provide many benefits to our community. There are currently over 21,000 street trees growing within the right-of-way areas along public streets.

FINANCIAL ANALYSIS:

The Parks & Recreation Department proposes using funds from the street tree account for the program. This fund contains dollars generated through forfeited residential street tree fees collected when building permits are issued. Some contactors and/or homeowners do not plant trees and get the fees back. The Parks Division coordinates an annual street tree planting of 100-200 trees with these funds. The specific locations where the funds come from are first choice and then the program is opened up to other areas of town. The ordinance states that the funds in this account are to be used for maintenance and acquisition of street trees.

Abutting property owners at times have financial difficulties accomplishing tree maintenance tasks even when required to do so for compliance and/or safety reasons. Being able to provide some financial assistance may help to accomplish these and other tree maintenance tasks. Tree maintenance is necessary to having healthy, structurally sound, and well-maintained trees.

PERFORMANCE ANALYSIS:

The program would require a moderate amount of staff time to coordinate, depending upon the number of applications received per year.

QUALITY OF LIFE ANALYSIS:

The purpose of program is to improve the health and value of public trees while increasing public safety. Trees provide visual and environmental assets in community settings. Street trees are uniquely located to provide maximum environmental benefits, such as shading radiant street surfaces, filtering dust and pollutants from traffic, and interception of rain to reduce storm-water runoff.

DECISION POINT/RECOMMENDATION:

Recommend that the City Council adopt a cost-share program to assist abutting property owners in maintaining trees growing within public right-of-ways in residential areas.

City of Coeur d'Alene

Street Tree Maintenance Cost Share Program

Urban Forestry Division 208-769-2266 / kkosanke@cdaid.org

TO BE ELIGIBLE FOR REIMBURSEMENT, THE ASSISTANCE PROGRAM APPLICATION MUST BE APPROVED BEFORE WORK BEGINS

Street trees provide many environmental, economic and social benefits to our community. Accomplishing tree maintenance tasks is necessary to having healthy, structurally sound, and well-maintained trees. The City has set up this assistance program to help with the care and maintenance of the public trees. A permit is required to prune, remove or plant trees in the public right-of-ways.

REQUIREMENTS:

In order to be eligible for reimbursement, all of the following conditions must be met:

- The property must be residential and within the city limits of Coeur d'Alene
- Only trees located in the public city right-of-ways will be eligible for reimbursement (right of ways widths can vary)
- A current city-licensed tree service must do all of the work. The City will reimburse property owner after Final Inspection and Acceptance.
- Trees can only be removed with prior City approval, and the replacement tree(s) must be provided by the abutting property owner. Not all removal requests are approved.

Reimbursement is made on a first-come, first-serve basis from available funds. If funds are not available, a waiting list will be set up until additional funds become available. **The City will reimburse 50% up to \$200 per tree for pruning, and 50% up to \$400 for tree removal. A maximum reimbursement of \$600 is available per parcel within a 36 month time period.**

Property Owner Information (please print):

Address of Property: _____

Applicant Name: _____ Phone: _____

Owner's Mailing Address: _____

City, State, Zip: _____

Email: _____

Number of Trees to be Pruned/Removed: _____ Species: _____ Size (dbh) _____

Location: _____

Type of work: _____ (Crown Raise, Crown Clean, Restorative, Structural, Remove).

Detailed description (with map): _____

(Must include estimate from licensed tree service (broken down price per tree) with proposal.

Total Reimbursement Requested (\$600 Maximum for single lot): _____

Applicant Signature: _____ **Date:** _____

CITY OF COEUR D'ALENE
STREET TREE MAINTENANCE COST SHARE PROGRAM
STEPS – CHECK LIST

Received by City: _____

Copy of Estimate Received (price per tree): _____

Tree Service License Confirmed: _____

Inspection: _____

Description of Work: _____

Work Approved: _____

Copy of Paid Invoice Received: _____

Final Inspection & Acceptance: _____

Notified Abutting Property Owner: _____

Refund Amount: _____

Refund Check Requested: _____

Notes: _____

FOR URBAN FORESTRY OFFICE USE ONLY

REQUEST FOR DESTRUCTION OF RECORDS

Department: Administration

Date: December 16, 2014

ADMINISTRATOR'S FILE NAME	TYPE OF RECORD	CONTENTS	DATES OF RECORDS
Americans with Disabilities Act	Temporary (24 Mos)	Notes, copies	12/2005 – 4/2006
Animal Shelter	Temporary (24 Mos)	Copies, notes	6/2008 – 10/2006
Area of City Impact	Temporary (24 Mos)	Copies, notes	5/1993 – 2/2012
Arena	Temporary (24 Mos)	Copies, notes	1/2007 – 9/2008
Atlas Mill	Temporary (24 Mos)	Notes, copies	7/2008 – 3/2011
Best Hills	Temporary (24 Mos)	Notes	2008
Blackrock	Temporary (24 Mos)	Notes, copies	4/2005 – 7/2009
Blackwell Marina	Temporary (24 Mos)	Correspondence, notes, copies	1/2007 – 11/2009
Boards, Committees, Commissions	Temporary (24 Mos)	Notes, copies	1/2012 – 4/2012
Building Dept. Electrical Inspections	Temporary (24 Mos)	Notes	11/2011
Carousel	Temporary (24 Mos)	Notes, copies	2/2000 – 9/2000
City Council Compensation	Temporary (24 Mos)	Copies, notes	7/2007
City of Dalton	Temporary (24 Mos)	Notes, copies	2009 – 2010
City of Fernan	Temporary (24 Mos)	Notes, copies	2006 – 2009
City/County	Temporary (24 Mos)	Notes, copies	10/2005 – 8/2012
Citylink	Temporary (24 Mos)	Notes, copies, correspondence	9/2008 – 3/2012
Code Enforcement	Temporary (24 Mos)	Notes, copies	10/2006 – 11/2008
Coeur d'Alene Tribe	Temporary (24 Mos)	Notes, copies	4/2007 – 9/2011
Collective Bargaining LCEA	Temporary (24 Mos)	Notes, correspondence, copies	1998 – 2001
Community Center – Kroc	Temporary (24 Mos)	Notes, copies	11/2006 – 3/2009
Criminal Prosecution – City of Rathdrum	Temporary (24 Mos)	copies, correspondence	10/2012 – 11/2012
Cultural Center	Temporary (24 Mos)	Notes, copies, correspondence	6/1989 – 5/2003

ADMINISTRATOR'S FILE NAME	TYPE OF RECORD	CONTENTS	DATES OF RECORDS
Department of Corrections – Housing Parolees	Temporary (24 Mos)	Copies, notes	5/2004 – 9/2011
DEQ	Temporary (24 Mos)	Correspondence	9/2006
Development Review Team	Temporary (24 Mos)	Notes	10/2011
Dorris Derry	Temporary (24 Mos)	Notes	10/2009
Downtown Bars & Public Safety	Temporary (24 Mos)	Notes, copies	2/2012
Doyle's	Temporary (24 Mos)	Copies, notes	8/2007 – 12/2012
Economic Stimulus Package	Temporary (24 Mos)	Notes, copies	1/2009 – 2/2009
Fairway Hills Neighborhood	Temporary (24 Mos)	Notes, copies	10/2007 – 1/2008
Fatbeam	Temporary (24 Mos)	Notes, copies	4/2011
Federal Building – General Services Administration	Temporary (24 Mos)	Copies, notes	10/2006 – 10/2008
Film Production	Temporary (24 Mos)	Notes, copies	4/1994 – 11/1994
Fire Department Medical Expense Reimb. Plan	Temporary (24 Mos)	Copies, notes	5/2006 – 9/2006
Fire Dept. EMS	Temporary (24 Mos)	Copies, Notes	11/2006 – 12/2006
Fire Dept. Misc.	Temporary (24 Mos)	Copies, notes	9/2008 – 10/2009
Fire Dept. Retreat	Temporary (24 Mos)	Copies, notes	2008 – 2010
Fire Dept. Waterfront Development Issues	Temporary (24 Mos)	Notes, copies, correspondence	3/2008 – 4/2008
Fire Union Negotiations 2010 – 2011	Temporary (24 Mos)	Notes, copies	3/2010 – 7/2010
Forest Service Nursery	Temporary (24 Mos)	Notes	1/2008
Foss Maritime	Temporary (24 Mos)	Copies, notes	11/2006
Four Corners/Committee of Nine	Temporary (24 Mos)	Copies, notes	5/1997 – 3/2003
Fresh Start	Temporary (24 Mos)	Notes	7/2011
Garbage Collection	Temporary (24 Mos)	Correspondence, notes	10/2006 – 3/2010
Gateway	Temporary (24 Mos)	Copies, notes	6/2006 – 5/2009
Green – Sustainability	Temporary (24 Mos)	Notes, copies	2/2008
Hawk's Nest aka Aspen Hills	Temporary (24 Mos)	Copies, correspondence, notes	12/2009
Heartland	Temporary (24 Mos)	Copies, notes	4/2008 – 5/2008

ADMINISTRATOR'S FILE NAME	TYPE OF RECORD	CONTENTS	DATES OF RECORDS
Historic Buildings	Temporary (24 Mos)	Copies, notes	9/2010
Hog Rally	Temporary (24 Mos)	Notes	12/2009
Housing – Community Frameworks	Temporary (24 Mos)	Copies, notes	9/2006
Housing – Community Land Trust	Temporary (24 Mos)	Copies notes	9/2006
Housing – Misc. #1	Temporary (24 Mos)	Copies, notes	3/2007 – 2/2009
Housing – Misc. #2	Temporary (24 Mos)	Copies, correspondence	8/2010
Housing Needs Assessment – BBC	Temporary (24 Mos)	Copies, notes	5/2006
Huetter	Temporary (24 Mos)	Copies, notes	8/2005 – 6/2011
Human Rights Institute	Temporary (24 Mos)	Notes, copies, correspondence	5/2003 – 7/2006
Impact Fees	Temporary (24 Mos)	Correspondence	2/2011 – 9/2011
Inland Pacific Hub	Temporary (24 Mos)	Notes, copies	12/2006
KMPO	Temporary (24 Mos)	Notes, copies	5/2008 – 4/2009
KMPO Transit Center Location Study	Temporary (24 Mos)	Notes, copies	6/2011
Kootenai Alliance	Temporary (24 Mos)	Notes, copies	5/2006
Kootenai County Facilities Master Plan	Temporary (24 Mos)	Notes	3/2012
Kootenai County Fairgrounds	Temporary (24 Mos)	Notes, copies	2/2005 – 3/2007
Kyro Ice Rink	Temporary (24 Mos)	Copies, notes	7/2009 – 7/2010
LCEA Negotiations 2010 – 2011	Temporary (24 Mos)	Notes, copies	7/2011 – 10/2011
LCSC Portable	Temporary (24 Mos)	Notes, copies	5/2010
Legislation – Annexation Law	Temporary (24 Mos)	Notes	1/2009
Legislation – Beer & Wine Tax	Temporary (24 Mos)	Notes	1/2009
Legislation – Building Codes	Temporary (24 Mos)	Notes	1/2009
Legislation – Chamber of Commerce	Temporary (24 Mos)	Notes	6/2010
Legislation – Court Funding	Temporary (24 Mos)	Notes	9/2008
Legislation – Election Reform	Temporary (24 Mos)	Notes, copies	1/2009
Legislation – EMS	Temporary (24 Mos)	Notes, copies, correspondence	4/2008 – 2/2012
Legislation – Land Use Regulations	Temporary (24 Mos)	Notes	1/2009
Legislation – Liquor Licensing	Temporary (24 Mos)	Notes, copies	1/2009
Legislation – Local Option Tax	Temporary (24 Mos)	Notes, copies	1/2009 – 9/2011

ADMINISTRATOR'S FILE NAME	TYPE OF RECORD	CONTENTS	DATES OF RECORDS
Legislation – Misc.	Temporary (24 Mos)	Copies, notes	1/2008 – 2/2012
Legislation – Traffic School	Temporary (24 Mos)	Notes	9/2011
Legislation – Transportation Access Plans	Temporary (24 Mos)	Copies	1/2009
Legislation – Transportation Funding	Temporary (24 Mos)	Notes, copies	11/2008 – 9/2011
Legislation – Urban Renewal	Temporary (24 Mos)	Copies, notes	2009 – 2/2012
Legislation – Video Franchising	Temporary (24 Mos)	Notes, memos, correspondence	2008 – 1/2012
Library Department – Post GO Bond Election	Temporary (24 Mos)	Copies, notes	2/2005 – 11/2009
Mayor's Institute on City Design	Temporary (24 Mos)	Copies, notes	2009
Midtown	Temporary (24 Mos)	Copies, notes	9/1997 – 4/2012
Misc. Handwritten Notes	Temporary (24 Mos)	Notes	1/5/12
Misc. Handwritten Notes (Armstrong Park)	Temporary (24 Mos)	Notes,	4/2012
Museum of North Idaho	Temporary (24 Mos)	Notes, copies	2/2001 – 10/2010
NIC – R.O.W. Maintenance Agreement	Temporary (24 Mos)	Notes	10/31/2012
North Idaho Mayor's Coalition	Temporary (24 Mos)	Copies, notes	9/2010 – 2/2011
Parades & Special Events	Temporary (24 Mos)	Copies, notes	6/2010 – 11/2010
Parkside Bistro	Temporary (24 Mos)	Notes	2010
Pay for Performance	Temporary (24 Mos)	Copies, notes	11/2004 – 1/2005
Pedestrian/Bicycle Committee	Temporary (24 Mos)	Notes, copies	8/2005 – 1/2006
Planning Department – Development Regulations	Temporary (24 Mos)	Copies, notes	4/2006 – 2/2008
Planning Department Misc.	Temporary (24 Mos)	Copies, notes	2/2007 – 2/2012
Planning Dept. – E. Sherman	Temporary (24 Mos)	Correspondence, notes, copies	7/2008 – 2/2010
Police Association Negotiations 2010-11	Temporary (24 Mos)	Notes, copies	7/2010 – 4/2011
Police Dept. – Misc.	Temporary (24 Mos)	Notes, copies	9/2008 – 2/2011
Prairie Trail	Temporary (24 Mos)	Notes	11/2012
Sex Offenders	Temporary (24 Mos)	Notes, copies	8/2005 – 12/2005

ADMINISTRATOR'S FILE NAME	TYPE OF RECORD	CONTENTS	DATES OF RECORDS
Sidewalk Program – 2008	Temporary (24 Mos)	Copies, notes	2008
Special Olympics	Temporary (24 Mos)	Copies, notes	11/2008 – 3/2011
SRM – Harbor Center Docks	Temporary (24 Mos)	Copies, notes	8/2008
St. Vincent de Paul @ Old Library	Temporary (24 Mos)	Copies, notes	5/2008 – 4/2012
Standby Pay	Temporary (24 Mos)	Copies, notes	3/2005
Sunshine Meadows	Temporary (24 Mos)	Copies, notes	4/2007 – 10/2007
Superfund	Temporary (24 Mos)	Copies, notes	2010
The Landings	Temporary (24 Mos)	Copies, notes	2/2007 – 8/2008
Tubbs Hill RFQ for Tours	Temporary (24 Mos)	Copies, notes	4/2009
University of Idaho	Temporary (24 Mos)	Notes, copies, correspondence	4/2001 – 2/2012
University of Idaho ULTRA	Temporary (24 Mos)	Copies, notes, correspondence	6/2009
URA Creation	Temporary (24 Mos)	Notes	11/1997 – 12/1997
Wastewater	Temporary (24 Mos)	Copies, correspondence, notes	20/2002 – 2/2010
Wastewater Citizens Advisory Committee	Temporary (24 Mos)	Notes, copies	3/2011 – 8/2011
Wastewater RMP	Temporary (24 Mos)	Copies, correspondence, notes	8/2009 – 4/2009
Water Adjudication	Temporary (24 Mos)	Notes, copies	1/2008 – 2/2009
Water Department	Temporary (24 Mos)	Copies, notes	3/2008 – 5/2008
Winton Park	Temporary (24 Mos)	Copies, notes	9/2007

**GENERAL SERVICES COMMITTEE
M E M O R A N D U M**

DATE: December 17, 2014

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: APPROVAL OF AGREEMENTS WITH TRINITY GROUP HOMES, INC., NORTH IDAHO VIOLENCE PREVENTION CENTER, AND CHILDREN'S VILLAGE INC. FOR COMMUNITY GRANTS THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

DECISION POINT:

- To authorize an Agreement with Trinity Group Homes, Inc. for enhancements to their low to moderate income apartments, through the use of CDBG funding totaling \$24,643.00.
- To authorize an Agreement with North Idaho Violence Prevention Center for enhancements to their emergency shelter, through the use of CDBG funding totaling \$10,203.00.
- To authorize an Agreement with Children's Village, Inc. for housing activities specifically to the Miller House, through the use of CDBG funding totaling \$86,154.00.

HISTORY:

On June 28, 2014, the City advertised the request for proposals for projects benefiting low to moderate people or neighborhoods, and/or promote job creation/economic development. Additionally, the notice was posted to the City webpage and emailed directly too many service organizations and interested parties. On July 11, 2014, a training/technical assistance workshop was held in the Old Council Chambers. This year's grant opportunities were open to Plan Year 2014 and Plan Year 2015 (in order to pre-plan the 2015 funding that will be included in the annual action plan rather than a substantial amendment). Nine applications were received for Plan Year 2014 funding and three applications were received for Plan Year 2015 funding. The committee members met on July 21, 2014 and August 19, 2014 to review and rate the applications. The City Council approved the Ad Hoc Committee's recommendations during the September 2, 2014 council meeting.

FINANCIAL:

\$121,000 has been budgeted in the CDBG Action Plan for these grants to Trinity Group Homes, Inc., North Idaho Violence Prevention Center and Children's Village.

PERFORMANCE ANALYSIS:

Authorizing these agreements will allow Trinity Group Homes, Inc., North Idaho Violence Prevention Center and Children's Village to move forward with their projects.

DECISION POINT/RECOMMENDATION:

- To authorize an Agreement with Trinity Group Homes, Inc. for enhancements to their low to moderate income apartments, through the use of CDBG funding totaling \$24,643.00.
- To authorize an Agreement with North Idaho Violence Prevention Center for enhancements to their emergency shelter, through the use of CDBG funding totaling \$10,203.00.
- To authorize an Agreement with Children's Village, Inc. for housing activities specifically to the Miller House, through the use of CDBG funding totaling \$86,154.00.

AGREEMENT FOR CDBG GRANT FUNDS FOR TRINITY GROUP HOMES, INC.

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and TRINITY GROUP HOMES, INC., an Idaho non-profit corporation, whose mailing address is: P.O. Box 1861, Coeur d'Alene, Idaho 83816-1861, hereinafter referred to as "TRINITY GROUP HOMES, INC.".

The key contact for TRINITY GROUP HOMES, INC. is Robert Runkle, Executive Director. The key contact for the CITY is Sherri Wastweet, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-14-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$24,643.00 (Twenty four thousand six hundred and forty-three dollar and 00/100) to TRINITY GROUP HOMES, INC. to complete energy conservation and continued rehabilitation work to their 9th Street and Gilbert Avenue facilities, both located in Coeur d'Alene. The project is more fully described in Attachment A "Scope of Work."

2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to TRINITY GROUP HOMES, INC. under this Grant Agreement is \$24,643.00 (Twenty four thousand six hundred and forty-three dollar and 00/100), referred to herein as the "grant funds." TRINITY GROUP HOMES, INC. will provide the management resources, staff and office supplies needed for the project.

3. Budget. TRINITY GROUP HOMES, INC. shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by TRINITY GROUP HOMES, INC. and the CITY. In the event costs exceed these grant funds, TRINITY GROUP HOMES, INC. shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$24,643.00 (Twenty four thousand six hundred and forty-three dollar and 00/100).

4. Program Income. Any income generated from the use of these funds is "program income" and is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. TRINITY GROUP HOMES, INC. is allowed to retain and use program income for the same purposes as covered by this contact. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work. Neither the City nor TRINITY GROUP HOMES, INC. anticipates any program income to be generated through this project.

5. Payments. As the project progresses TRINITY GROUP HOMES, INC. will provide the CITY, through the City's Grant Administrator, Panhandle Area Council (PAC) 11100 N Airport Drive,

Hayden, ID 83835-9798 with monthly reports of expenditures and program progress. All reporting shall be supported by appropriate documentation such as receipts, billings, invoices, timesheets or other similar documents.

TRINITY GROUP HOMES, INC. will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made; the activities completed, dates of completion, location of activities and shall have attached copies of all receipts including payments to subcontractors and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment. Progress payments shall be made within thirty (30) days after submittal and acceptance by the CITY.

6. Insurance. TRINITY GROUP HOMES, INC. warrants that it has obtained, and will maintain at its expense for the duration of this Contract, Statutory 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 TRINITY GROUP HOMES, INC. fail to maintain such insurance during the entire term hereof, they shall indemnify the CITY against any loss resulting to the CITY from such failure either by way of compensation or additional premium liability.

TRINITY GROUP HOMES, INC. shall maintain comprehensive general liability insurance, naming the CITY, its entities, and its representatives as additional insured in the amount of at least five hundred thousand dollars (\$500,000) 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.

Prior to work under this agreement, TRINITY GROUP HOMES, INC. shall furnish to the City certificates of the insurance coverage required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) day's notice prior to cancellation of the policy for any reason, in which case TRINITY GROUP HOMES, INC. shall promptly notify the CITY.

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

8. Environmental. TRINITY GROUP HOMES, INC. shall comply with any HUD environmental regulations and with the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood Disaster Protection Act, Lead Based Paint Regulations, and shall comply with all inspection, reporting, monitoring, and requirements of environmental regulations.

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

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

To the greatest extent possible, TRINITY GROUP HOMES, INC. will select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements of the CDBG program. TRINITY GROUP HOMES, INC. will make efforts to award subcontractor agreements to Minority and Women-owned business (MBE/WBE). TRINITY GROUP HOMES, INC. will document efforts to negotiate contracts with MBE/WBE firms.

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

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

13. Record Keeping. TRINITY GROUP HOMES, INC. shall keep sufficient records, files, accounting records and documentation to track expenditures and accounting processes and shall be in accordance with general accounting practices useable for auditing. It shall keep records sufficient to document purchases are in accordance with procurement policies and track assets.

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

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

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

17. Audit and Monitoring. TRINITY GROUP HOMES, INC. acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, TRINITY GROUP HOMES, INC. shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of TRINITY GROUP HOMES, INC.'s books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

18. Recognition. The CITY and TRINITY GROUP HOMES, INC. agrees that appropriate information shall be given to recipients of CDBG Entitlement Program grant funding that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. TRINITY GROUP HOMES, INC. agrees to give appropriate credit to others that contribute time and materials to the program.

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

20. Relationship of Contracting Parties. This Agreement does not establish an employer- employee relationship between the parties. TRINITY GROUP HOMES, INC. shall indemnify the CITY and its representatives and shall hold it harmless against any and all suits, actions, claims, or losses of any

kind, nature, and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of TRINITY GROUP HOMES, INC. that may arise out of or which are in any way related to this Agreement.

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

21. Closeout. TRINITY GROUP HOMES, INC.'s obligation to the CITY under this agreement shall not end until all payments have been made, disposition of assets made and approved, and determination of custodianship of records, required reporting completed, and the project National Objective of assisting LMI persons has been met.

22. Labor Standards. TRINITY GROUP HOMES, INC. agrees to comply with the federal labor standards including Davis Bacon in all construction contracts over \$2,000.

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

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

TRINITY GROUP HOMES, INC. certifies that no funds provide by this agreement shall be used or used by personnel employed in the activities funded under this agreement for political activities, lobbying, political patronage or nepotism.

TRINITY GROUP HOMES, INC. further agrees that funds provided under this agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

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

Being in agreement and in witness thereof we set our signature to this contract.

City of Coeur d'Alene

Dated: _____ *By:* _____

Steve Widmyer, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

Renata McLeod, City Clerk

Trinity Group Homes, Inc.

Dated: _____ *By:* _____

Robert S. Runkle, Executive Director
Trinity Group Homes, Inc.

Attachment A

Grant Agreement between CITY of Coeur d'Alene and TRINITY GROUP HOMES, INC.

Scope of services

Under the 2014 Community Development Block Grant TRINITY GROUP HOMES, INC. will rehabilitate two semi-independent group homes used to house individuals with severe and persistent mental illness in Coeur d'Alene.

Summary of the project activities

TRINITY GROUP HOMES, INC. will use these funds to complete the following scope of work: replacement of the roof at the Gilbert Avenue group home along with installation of new exhaust fans in both kitchens, and replacement of damaged flooring and floor trim at 1601 Gilbert and installation of a new hot water heater at 1603 Gilbert. The 9th Street location will have new insulation installed along with replacement of both hot water heaters, new range hoods in each kitchen, and replacement of all exterior windows to improve energy efficiency.

Benefits:

The project will directly benefit 18 residents, however considering their family members or significant others in their lives, these improvements will impact another 43+ individuals. These improvements will extend the life of the structures and maximize the value already invested in the buildings, and facilitate continued success to maintain room rentals at a 99% occupancy rate continued for an extended period of time. TRINITY GROUP HOMES, INC. accepts all individuals with severe and persistent mental illness, regardless of race, sexual orientation and disabilities. The majority of the residents are on limited SSI or SSDI incomes, thus live on about \$700 per month. All residents qualify as LMI individuals.

Schedule:

The Project shall commence upon execution of the Contract between TRINITY GROUP HOMES, INC., and the Coeur d'Alene City Council and shall continue for twelve months. Work will commence as soon as funding is available. The roofing work will be completed – weather permitting. The remaining work can be started as soon as possible. At the completion of the project a final report is due on the number of beneficiaries served and the value of time and materials contributed to the project. Monthly reports on progress and expenditures shall be submitted to PAC.

**Attachment B
Project Budget**

Grant Agreement between CITY of Coeur d’Alene and TRINITY GROUP HOMES, INC.

Budget Item	CDBG Funds	Leverage Funds	Total Project Costs
Construction	\$24,643.00		\$24,643.00
Total	\$24,643.00		\$24,643.00

TRINITY GROUP HOMES, INC. will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities, copies of all receipts including payments to subcontractor’s and any additional information required by the grant funding agency.

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

In the event project costs exceed these grant funds, TRINITY GROUP HOMES, INC. shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$24,643.00 (Twenty four thousand six hundred and forty-three dollar and 00/100).

AGREEMENT FOR CDBG GRANT FUNDS FOR

Children's Village, Inc.

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and the Children's Village, Inc., an Idaho non-profit corporation, whose mailing address is: 1350 W. Hanley Avenue, Coeur d'Alene, Idaho 83815, hereinafter referred to as "CHILDREN'S VILLAGE."

The key contact for CHILDREN'S VILLAGE is Julie Lockhart, Executive Director.

The key contact for the CITY is Sherri Wastweet, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-14-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$86,154.00 (eighty-six thousand one hundred fifty-four dollars) to CHILDREN'S VILLAGE to complete shelter improvements to the emergency shelter located in Coeur d'Alene. The project is more fully described in the "Scope of Work" attached hereto as "Attachment A", and by this reference incorporated herein.

2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to CHILDREN'S VILLAGE under this Grant Agreement is \$86,154.00 (eighty-six thousand one hundred fifty-four dollars), referred to herein as the "grant funds." CHILDREN'S VILLAGE will provide the management resources, staff and office supplies needed for the project.

3. Budget. CHILDREN'S VILLAGE shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by CHILDREN'S VILLAGE and the CITY. In the event costs exceed these grant funds, CHILDREN'S VILLAGE shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$86,154.00 (eighty-six thousand one hundred fifty-four dollars).

4. Program Income. Any income generated from the use of these funds is "program income" and is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. CHILDREN'S VILLAGE is allowed to retain and use program income for the same purposes as covered by this contact. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work. Neither the CITY nor CHILDREN'S VILLAGE anticipates any program income to be generated through this project.

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

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Prior to work under this agreement, CHILDREN'S VILLAGE shall furnish to the City certificates of the insurance coverage required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) day's notice prior to cancellation of the policy for any reason, in which case CHILDREN'S VILLAGE shall promptly notify the City.

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

8. Environmental. CHILDREN'S VILLAGE shall comply with any HUD environmental regulations and with the Water Pollution Control Act, Clean Air Act, National Historic Preservation Act, Flood

Disaster Protection Act, Lead Based Paint Regulations, and shall comply with all inspection, reporting, monitoring, and requirements of environmental regulations.

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

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

To the greatest extent possible, CHILDREN'S VILLAGE will select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements of the CDBG program. CHILDREN'S VILLAGE will make efforts to award subcontractor agreements to Minority and Women-owned business (MBE/WBE). CHILDREN'S VILLAGE will document efforts to negotiate contracts with MBE/WBE firms.

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

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general accounting practices useable for auditing. It shall keep records sufficient to document purchases are in accordance with procurement policies and track assets.

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

17. Audit and Monitoring. CHILDREN'S VILLAGE acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, CHILDREN'S VILLAGE shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of CHILDREN'S VILLAGE's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

18. Recognition. The CITY and CHILDREN'S VILLAGE agrees that appropriate information shall be given to recipients of CDBG Entitlement Program grant funding that shall give credit to HUD and the CITY for helping underwrite the program with CDBG funding. CHILDREN'S VILLAGE agrees to give appropriate credit to others that contribute time and materials to the program.

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

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

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

21. Closeout. CHILDREN'S VILLAGE's obligation to the CITY under this agreement shall not end until all payments have been made, disposition of assets made and approved, determination of custodianship of records, required reporting completed, and the project National Objective of assisting LMI persons has been met.

22. Labor Standards. CHILDREN'S VILLAGE agrees to comply with the federal labor standards including Davis Bacon in all construction contracts over \$2,000.

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

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

CHILDREN'S VILLAGE certifies that no funds provide by this agreement shall be used or used by personnel employed in the activities funded under this agreement for political activities, lobbying, political patronage or nepotism.

CHILDREN'S VILLAGE further agrees that funds provided under this agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

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

Being in agreement and in witness thereof we set our signature to this contract.

City of Coeur d'Alene

Dated: _____ *By:* _____

Steve Widmyer, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

Renata McLeod, City Clerk

Children's Village, Inc.

Dated: _____ *By:* _____

Sheilah Stone-Dorame, Executive Director
Children's Village, Inc.

Attachment A

Grant Agreement between CITY of Coeur d'Alene and CHILDREN'S VILLAGE, INC.

Scope of services

Under the 2014 Community Development Block Grant CHILDREN'S VILLAGE will complete facility improvements to the emergency shelter for victims of domestic violence and sexual assault. The shelter is a 4 bedroom home confidentially located within Coeur d'Alene city limits.

Summary of the project activities

CHILDREN'S VILLAGE proposes the following grant will be used to reopen the Miller Home, as well as using that year to secure additional funds in order to ensure long term sustainability.

Benefits:

Children's Village is a state Licensed foster facility and Crisis Nursery that offers a safe, loving and nurturing home to children in need ranging in age from birth to 18. The Miller Home, was opened in 1996 as a residential treatment facility for children with severe behavior issues that prohibited them from living with the other children in the Moyer Home or even attend public school. This facility was also a State Licensed Academy so that the children could attend school onsite. While the Miller Home successfully served hundreds of children in the area, the program was largely state funded and in 2010 that funding dissolved, leaving them with no choice but to close these programs. In answer to the growing need of additional emergency care for children in our area and the fact that they turned away an average of 23 children per month in 2013 the Board of Directors made the decision to begin a campaign to raise funds to re-open the Miller Home using the same time tested, successful program used in the Moyer Home.

Schedule:

The Project shall commence upon execution of the Contract between CHILDREN'S VILLAGE and the Coeur d'Alene, City Council and shall continue for twelve months. At the completion a final report is due on the number of beneficiaries served and the value of time and materials contributed to the project. Monthly reports on progress and expenditures shall be submitted to PAC.

**Attachment B
Project Budget**

Grant Agreement between CITY of Coeur d’Alene and CHILDREN’S VILLAGE

Budget Item	CDBG Funds	Leverage Funds	Total Project Costs
Personal	\$53,554.00	\$180,000.00	\$233,554.00
Operating Cost	\$32,600.00	\$12,400.00	\$45,000.00
Total	\$86,154.00	\$192,400.00	\$278,554.00

CHILDREN’S VILLAGE will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and shall have attached copies of all timesheets and/or receipts including payments to subs and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment. Progress payments shall be made within thirty (30) days after submittal and acceptance by the City.

In the event project costs exceed these grant funds, CHILDREN’S VILLAGE shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$86,154.00 (eighty-six thousand one hundred fifty-four dollars).

AGREEMENT FOR CDBG GRANT FUNDS FOR

North Idaho Violence Prevention Center

This Agreement is entered into between the CITY OF COEUR D'ALENE, a municipal corporation, whose mailing address is 710 E Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, hereinafter referred to as the "CITY" and the North Idaho Violence Prevention Center, an Idaho non-profit corporation, whose mailing address is: 850 N. 4th Street, Coeur d'Alene, Idaho 83814, hereinafter referred to as "NIVPC."

The key contact for NIVPC is Katie Coker, Executive Director.

The key contact for the CITY is Sherri Wastweet, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-14-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$10,203.00 (ten thousand two hundred three dollars) to NIVPC to complete shelter improvements to the emergency shelter located in Coeur d'Alene. The project is more fully described in Attachment A entitled "Scope of Work."

2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to NIVPC under this Grant Agreement is \$10,203.00 (ten thousand two hundred three dollars), referred to herein as the "grant funds." NIVPC will provide the management resources, staff and office supplies needed for the project.

3. Budget. NIVPC shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by NIVPC and the CITY. In the event costs exceed these grant funds, NIVPC shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$10,203.00 (ten thousand two hundred three dollars).

4. Program Income. Any income generated from the use of these funds is "program income" and is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. NIVPC is allowed to retain and use program income for the same purposes as covered by this contract. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work. Neither the City nor NIVPC anticipates any program income to be generated through this project.

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

NIVPC will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and shall have attached copies of all receipts including payments to subcontractors and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment. Progress payments shall be made within thirty (30) days after submittal and acceptance by the City.

6. Insurance. NIVPC warrants that it has obtained, and will maintain at its expense for the duration of this Contract, Statutory 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 NIVPC fail to maintain such insurance during the entire term hereof, they shall indemnify the City against any loss resulting to the City from such failure either by way of compensation or additional premium liability.

NIVPC shall maintain comprehensive general liability insurance, naming the City, its entities, and its representatives as additional insured in the amount of at least five hundred thousand dollars (\$500,000) 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.

Prior to work under this agreement, NIVPC shall furnish to the City certificates of the insurance coverage required herein, which certificates must be approved by the City Attorney. Insurance provider shall provide Consultant thirty (30) day's notice prior to cancellation of the policy for any reason, in which case NIVPC shall promptly notify the City.

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

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

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

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

To the greatest extent possible, NIVPC will select services or contractors that reside or have their business locations in the City of Coeur d'Alene. This will meet the Section 3 requirements of the CDBG program. NIVPC will make efforts to award subcontractor agreements to Minority and Women-owned business (MBE/WBE). NIVPC will document efforts to negotiate contracts with MBE/WBE firms.

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

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

13. Record Keeping. NIVPC shall keep sufficient records, files, accounting records and documentation to track expenditures and accounting processes and shall be in accordance with general accounting practices useable for auditing. It shall keep records sufficient to document purchases are in accordance with procurement policies and track assets.

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

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

16. Subcontracts. NIVPC shall seek CITY approval prior to entering into any subcontracts under this Agreement. NIVPC shall notify PAC to request approval by the CITY. These subcontracts shall contain all the requirements of this agreement. Amendments to subcontracts shall have both the CITY's

and NIVPC's approval before they are effective amendments. All contracts and subcontracts must comply with all applicable state and federal laws and regulations.

17. Audit and Monitoring. NIVPC acknowledges that the CITY is required pursuant to the Grant Agreement to provide HUD an annual financial audit in accordance with OMB Circular A-128 and the Single Audit Act of 1984. To assist the CITY in preparing the required annual financial audits and all other reporting requirements of the CITY, NIVPC shall provide through the last fiscal year in which grant funds are expended any and all information necessary to or requested by the CITY in preparation of any annual audit or other reporting requirement. The CITY, PAC and HUD may monitor and make periodic inspections and evaluations of the project and all of NIVPC's books and records shall be available to the CITY and to HUD during regular working hours. These books and records shall be maintained for at least four (4) years following the project closeout. The CITY, Representatives of the Secretary of Housing and Urban Development (HUD), the inspector general or the general accounting office shall have access to all books, accounts, reports, files, and other papers, things or property belonging to or in use pertaining to the administration of the grant funds pursuant to this Agreement.

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

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

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

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

21. Closeout. NIVPC's obligation to the CITY under this agreement shall not end until all payments have been made, disposition of assets made and approved, determination of custodianship of records, required reporting completed, and the project National Objective of assisting LMI persons has been met.

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

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

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

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

NIVPC further agrees that funds provided under this agreement will not be used for religious activities such as worship, religious instruction or proselytizing.

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

Being in agreement and in witness thereof we set our signature to this contract.

City of Coeur d'Alene

Dated: _____ *By:* _____
Steve Widmyer, Mayor
City of Coeur d'Alene, Idaho

ATTEST:

Renata McLeod, City Clerk

North Idaho Violence Prevention Center

Dated: _____ *By:* _____
Katie Coker, Executive Director
NIVPC

Attachment A

Grant Agreement between CITY of Coeur d'Alene and NIVPC

Scope of services

Under the 2014 Community Development Block Grant NIVPC North Idaho will complete facility improvements to the emergency shelter for victims of domestic violence and sexual assault. The shelter is a 4 bedroom home confidentially located within Coeur d'Alene city limits.

Summary of the project activities

NIVPC proposes the following scope of work to include replacement of flooring in the kitchen, back door entry, bathroom #2 and the walkway by kitchen and bathroom with either vinyl, tile or carpet where needed. Project scope also includes replacement of the hot water heater and installation of a central air unit.

Benefits:

The North Idaho Violence Prevention Center operates Coeur d'Alene's only emergency shelter for victims of domestic violence and sexual assault. The shelter is a 4 bedroom home confidentially located within the Coeur d'Alene city limits and provides 24 hour on-site trained staffing in addition to administering a 24 hour crisis line that enables victims in immediate danger to flee and access safe shelter at any time. NIVPC provides safe shelter for up to 30 days for each client and her dependent children, transportation, and basic needs services such as food, clothing, bedding, and toiletries.

Schedule:

The Project shall commence upon execution of the Contract between NIVPC North Idaho and the Coeur d'Alene, City Council and shall continue for twelve months. Project construction is planned to begin early to mid-March 2014, depending on weather conditions, and should take no more than 160 days to complete. At the completion of the project a final report is due on the number of beneficiaries served and the value of time and materials contributed to the project. Monthly reports on progress and expenditures shall be submitted to PAC.

**Attachment B
Project Budget**

Grant Agreement between CITY of Coeur d'Alene and NIVPC

Budget Item	CDBG Funds	Leverage Funds	Total Project Costs
Construction	\$10,203.00	\$0.00	\$10,203.00
Personal/Operating Cost		\$182,208.00	\$182,208.00
Total	\$36,000.00	\$182,208.00	\$192,411.00

NIVPC will submit monthly, a detailed, itemized invoice to PAC for review. The invoice shall be numbered and dated, it shall state the Project, name and address to which payment shall be made, the activities completed, dates of completion, location of activities and shall have attached copies of all receipts including payments to subs and any additional information required by the grant funding agency.

PAC will verify the information, process the request and submit the invoice to the CITY for payment. Progress payments shall be made within thirty (30) days after submittal and acceptance by the City.

In the event project costs exceed these grant funds, NIVPC shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$10,203.00 (ten thousand two hundred three dollars).

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 22, 2014
FROM: Dion Holton, Water Department, Utility Supervisor
SUBJECT; Declaration of Attached Appendix, A. Items Surplus

=====

DECISION POINT: Staff is requesting that the below listed property be declared surplus and sold at auction, as allowed by State code.

1. Miscellaneous Chlorine Gas Detectors and Chlorinators
2. Miscellaneous Electrical components
3. 2 Each, FAA Standpipe Marker Lights
4. 2 Each, Chlorine Cylinder Scales
5. 1 Each, Truck Canopy Fits Ford F250
6. 1 Each, Hydraulic Pump For Large Tapping Machine
7. 1 Each, 220v Air Conditioning Unit
8. 2 Each, Wacker Trench Compactors
9. 1 Each, "Pogo" Pneumatic Compactor
10. 1 Each, Asphalt Cutting Wheel, Mechanical
11. 1 Each, Old Water Shop Air Compressor
12. 2 Each, Wacker Ct-Off Saws
13. 1 Each, 12' Line Shaft Turbine Pump From Landing Well Rehab
14. 4 Each, Pipe Wrenches

HISTORY: The listed items have out lived their useful life, are taking up valuable storage space, and are no longer needed by the Water Department. All Items were offered to other departments and none of them indicated a need or use for any of the items.

FINANCIAL ANALYSIS: The above listed items bring no revenue into the fund and are a liability. Its value to the City is minimal. Staff would propose disposing of the attached listed items at auction to obtain their greatest return.

QUALITY OF LIFE ANALYSIS: Water Department Staff believes there is no benefit to its rate payers in keeping the listed items and would have no effect on their quality of life.

DECISION POINT/RECOMMENDATION: Staff requests Council declare the above listed property as surplus and authorize staff to take to auction for disposal.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 22, 2014
FROM: Terry W. Pickel, Assistant Water Superintendent
SUBJECT: Approval of purchase of 2 new utility vehicles

DECISION POINT: Staff requests Council approval for the purchase of two new work vehicles from Robideaux Motors to replace two old utility vehicles.

HISTORY: The Water Department has an established annual rolling stock replacement program designed to continually update the fleet, provide as much versatility as possible, and most importantly, meet the safety needs of rapidly changing work loads and our work environment. Utility vehicle fleets should meet or exceed the standard efficiency requirements of our industry and must evolve to provide the ultimate service at the lowest operating costs possible. The plan provides for vehicle and equipment replacement after 10 years or 100,000 miles of service life, depending on severity of duty. As part of this ongoing plan, staff is proposing to replace two pickups. Vehicle # 705 is a 2007 Ford F150 with 116,000 miles and was used previously as the service truck and transferred to weekend and evening standby duty as well as a backup for Service Division operations. Vehicle # 772 is a 2004 Chevrolet C10 with 95,000 miles and is used for the Cross Connection Control Program and Bulk Water Fill Station maintenance. Both vehicles would be made available to General Fund departments for replacements if desired.

FINANCIAL ANALYSIS: The Water Department has budgeted \$57,000 for vehicle replacement for fiscal year 2015. As a basis on which to compare local quotes, staff reviewed the 2015 Idaho State Vehicle Contract which included one local dealer, Robideaux Motors. The 2015 State Contract was essentially an extension of the 2014 Contract with some allowed inflationary and model change adjustments. Staff also solicited quotes directly from local dealers such as Lake City Ford, Dave Smith Motors and Findlay Dodge with one response received from Lake City Ford. Staff proposes to purchase two identical pickups, the GMC 2500HD 4x4 Sierra crew cab standard bed from Robideaux Motors at a price of \$26,509 each. Lake City Ford quoted a similar F250 4x4 crew cab standard bed with same package at \$27,674 each. State Contract prices for comparative vehicles were: \$26,879 from Mountain Home Auto Ranch Dodge, \$28,099 from Goode Motors Ford, and \$29,154 from Edmark Chevrolet. The State Contract prices used for comparison reflect an additional 1.5% administrative fee required for purchasing through the State Contract.

PERFORMANCE ANALYSIS: Utilizing the State Bid to establish purchasing criteria offers several advantages for the City. Specifically, the State Bid has already performed all of the administrative work required to bid, evaluate and award contracts to Chevrolet, Chrysler/Dodge, Ford and GMC vendors statewide. The contracts ensure that all vehicles bid are of similar types and duty range and any desired option is equally accounted for. This saves at least 10 to 15 hours in staff time and offers the most cost effective and quality vehicles to the City. The City can use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible. The lowest bid was the State Bid vendor and fortunately happens to be a local vendor as well.

DECISION POINT/RECOMMENDATION: Staff requests Council approval for the purchase of two utility vehicles for the Water Department from Robideaux Motors for the budgeted rolling stock replacement program.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: December 22, 2014
FROM: Kyle Marine, Utility Supervisor, Water Department
SUBJECT: Award Contract for 420 F IT Backhoe

=====

DECISION POINT:

Staff requests Council approval to award a contract for purchase of a new Caterpillar 420 F IT Backhoe to Western States Equipment.

HISTORY:

A New Holland Backhoe was purchased from CDA Tractor in 2005. After ten years, we are at the end of the expected life of the machine. It has generated a large amount of maintenance to keep the machine running. At this point, we are need of a new transfer case which is about the same cost as the estimated value of the machine itself. The backhoe has reached its 10 year / 5000 hour plus lifespan and is due to be replaced this year. Staff proposes to replace the existing New Holland Backhoe with a new Caterpillar 420 F IT Backhoe.

FINANCIAL ANALYSIS:

The Water Dept. has budgeted \$110,000 for a replacement backhoe for Fiscal Year 2015. Staff is proposing to piggyback off an existing contract from Shoshone County for the same machine. Shoshone County has acquired a new machine from Western States Equipment based on the Idaho State Bid for 2014. The contract proposes a purchase price of \$99,677.22. The dealer is offering a trade in allowance of \$17,000 for the New Holland Backhoe which results in a net purchase price of \$82,677.22. Staff is proposing to purchase 3 additional attachments, two digging buckets and a ripper, as a portion of this contract for a total contract price of \$89,438.22.

PERFORMANCE ANALYSIS:

In lieu of seeking competitive sealed bids, by Idaho Code staff is requesting authorization to purchase from an existing contract. Purchasing from an existing contract allows staff to better select a machine that is compatible with existing attachments and helps avoid the pitfalls of ending up with a machine such as the New Holland that is unsuitable to our needs. The proposed CAT Backhoe 420 F IT is a close comparison to our existing CAT 420 E machine. This will reduce operation and safety training needs as the employees are already comfortable running this type of machine. Tools will easily interchange between the two machines instead of having individual tools for each machine. CAT has an outstanding record of building high-quality efficient machines and equipment. They have a local certified shop to do any required maintenance or warranty work. Western States will also give us an equitable trade-in allowance for our existing New Holland Backhoe which will go towards the purchase of the new equipment. Staff has determined it will adequately meet the needs of our application.

DECISION POINT/RECOMMENDATION:

Staff requests Council approval to award a contract in the amount of \$89,438.22 for the purchase of a new 2014 Caterpillar 420 F IT Backhoe from Western States Equipment in Hayden Idaho.



Quote 133720-01

September 29, 2014

CITY OF COEUR D'ALENE
710 E MULLAN AVE
COEUR D'ALENE
Idaho
83814-3964

Attention: Kyle Marine

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: 420F IT Backhoes

STOCK NUMBER: G029899

SERIAL NUMBER: FACTORY ORDER

YEAR: 2015

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jeff Shaw
Machine Sales Representative
208-659-3003

CATERPILLAR Model: 420F IT Backhoes**STANDARD EQUIPMENT**

BOOMS, STICKS AND LINKAGES - 15'3" Center pivot excavator style - backhoe - Pilot operated joystick hydraulic - controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket positioner - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt Loader

POWERTRAIN - Cat C4.4, 74.5KW (93 Net HP) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier 4i Emissions Compliant - Water separator with service indicator - Thermal starting aid system - A dry-type axial seal air cleaner with - integral precleaner, automatic dust - ejection system and filter condition - indicator - Hydraulically boosted multi-plate wet - disk brake with dual pedals and interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission--four speed synchro mesh - with power shuttle and neutral safety - switch - Spin-on fuel, engine oil and transmission - oil filters - Outboard planetary rear axles - Open Circuit Breather - Diesel Particulate Filter

HYDRAULICS - Load sensing, variable flow system - with 43 gpm axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer - 12 volt electrical start

ELECTRICAL - 12 volt electrical start - 120 ampere alternator - Horn - Backup alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/internal power receptacles(12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Lighted gauge group

OPERATOR ENVIRONMENT - Lighted gauge group - Interior rearview mirror - Rear fenders - ROPS canopy - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control - One Touch Low Idle - Floor mat - Coat hook - Two lockable storage areas - Drink and lunch box holders - Air suspension seat - Long Life Coolant -30C (-20F)

COOLING - Long Life Coolant -30C (-20F) - Hydrostatic power steering

OTHER STANDARD EQUIPMENT - Hydrostatic power steering - Standard Storage Box - Transport tie-downs - Ground line fill fuel tank with 44 - gallon capacity - Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection

MACHINE SPECIFICATIONS

Description	Reference No
420F BHL IT TIER 4I HRC	340-1679
STICK, EXTENDABLE, 14FT	340-1729
PT, 4WD, AUTOSHIFT	374-6833
ENGINE, 74.5KW, C4.4 DITA, T4I	340-1712
HYDRAULICS, MP, 6FCN/8BNK, IT	373-4263
CAB, DELUXE, AC	373-4212
SEAT BELT, 3" SUSPENSION	206-1748
TIRES 4WD COMBINATION MI/FS	320-2385
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	353-1390
RIDE CONTROL	340-1747
LINES, COMBINED AUX, E-STICK	364-3385
COLD WEATHER PACKAGE, 120V HRC	377-0022
PLATE GROUP - BOOM WEAR	270-3204
GUARD, STABILIZER	353-1389
BUCKET-MP, 1.4 CYD, IT	216-8840
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
COUPLER, PG, MANUAL, DUAL LOCK	444-7500
BKT24 420F - G030373	G030373

Sell Price	\$99,677.22
Warranty	Included
Less Gross Trade Allowance	(\$17,000.00)
Exempt (0%)	\$0.00
After Tax Balance	\$82,677.22

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
LB75B	NEW HOLLAND (NH)	31054677	2005	\$17,000.00

WARRANTY

Standard Warranty: 12 months Unlimited hours full machine
 Extended Warranty: Tier 4 - Premier ESC 12 Mos/Unlimited Hrs and Extended Powertrain + Hydraulics 60 Mos/4,000 Hrs

F.O.B/TERMS

HAYDEN, ID

ADDITIONAL CONSIDERATIONS

- Factory Order

Accepted by _____ on _____

Signature

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: December 22, 2014

FROM: James Remitz, Capital Program Manager

SUBJECT: Declaration of Low Phosphorus Demonstration Pilot Facility Equipment as Surplus and Authorization for Sale of Equipment

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DECISION POINT:

The Council may wish to declare the equipment acquired and used in the low phosphorus demonstration pilot facility as surplus and authorize the Wastewater Department to sell and/or dispose of this equipment. A listing of the equipment is attached.

HISTORY:

From January 2009 to August 2012, in response to effluent discharge conditions in the Spokane River as a result of water quality studies conducted by the Washington State Department of Ecology and renewal of the City's effluent discharge permit issued by the Environmental Protection Agency, the City of Coeur d'Alene undertook the design, construction and operation of a low phosphorus demonstration pilot study to guide treatment process selection for future plant process improvements and expansion. The objectives of the two-year pilot program were; 1.) Selection of one of the three piloted alternatives that demonstrated the best reliability and ease of operation, 2.) Optimization of design requirements for full scale use at the plant, and 3.) Initiate operator familiarization and training with the new technology. Construction of the building, equipment procurement and installation costs and engineering services totaled \$3,765,690.

PERFORMANCE ANALYSIS:

With the successful completion of the low phosphorus demonstration pilot study, the Wastewater Department selected an alternative, completed the design and construction and is in the final stage of commissioning a full-scale tertiary treatment process facility to effectively remove the biological nutrients (ammonia and phosphorus) to meet the new discharge permit levels. The equipment used in the low phosphorus demonstration pilot study equipment is no longer useful to the Wastewater Department and should be declared surplus. Removal of the equipment will allow the wastewater department to make better use of the building housing the equipment for operation and maintenance activities associated with the treatment facility.

Since the value of used wastewater treatment equipment is unknown, the Wastewater Department proposes to solicit offers and negotiate a sale price for each of the three (3) different treatment processes [Blue Water Sand Filter, Membrane Bio-Reactor, (MBR), and Tertiary Membrane Filter, (TMF)] that were piloted during the study period. Because of the unique nature of the equipment and processes, the Wastewater Department intends to solicit offers through a

network of wastewater treatment operators and engineers. Wastewater industry trade publications and websites may also be used to solicit offers.

FINANCIAL ANALYSIS:

Due to the uncertainty of the residual value of the used equipment, it is difficult to estimate the financial impact to the City of Coeur d'Alene. The proceeds of the sale of any equipment will reimburse the Wastewater Fund.

RECOMMENDATION:

Wastewater staff recommends that the City Council declare the Low Phosphorus Demonstration Pilot Study Equipment as surplus and authorize the Wastewater Department to solicit and negotiate the sale of this equipment.

Attachment: Equipment Inventory

	A	B	C	D	E	F
1	Process Area	Equipment Name	CDA Equipment Tag	Condition	P&ID Sheet	Comments
2	00 - Pilot General	TMF Feed Pump	P-50012	Fair	Y2	
3	00 - Pilot General	Portable Pump	P-50002	Fair	Y2	
4	00 - Pilot General	CUMF Feed Pump	P-50022	Fair	Y2	
5	00 - Pilot General	MBR Feed Pump	P-50032	Fair	Y2	
6	00 - Pilot General	Batch Tank	T-200	Fair	Y2	
7	00 - Pilot General	pH Probe	AIT-51030	Fair	Y2	
8	00 - Pilot General	pH Probe	AE-51030	Fair	Y2	
9	00 - Pilot General	Phosphate Analyzer	PA-51042	Fair	Y3	
10	00 - Pilot General	CUMF Head Tank	T-220	Fair	Y7	
11	00 - Pilot General	Level Switch Low	LS-51171	Fair	Y7	
12	00 - Pilot General	pH Probe	AE-51033	Fair	Y7	
13	00 - Pilot General	Alum Metering Pump	MP-50510	Fair	Y8	
14	00 - Pilot General	Control Panel	CP-112	Fair	Y8	
15	00 - Pilot General	Alum Metering Pump	MP-50520	Fair	Y8	
16	00 - Pilot General	Control Panel		Fair	Y8	
17	00 - Pilot General	Caustic Metering Pump	MP-50550	Fair	Y8	
18	00 - Pilot General	Control Panel	CP-130	Fair	Y8	
19	00 - Pilot General	Caustic Metering Pump	MP-50560	Fair	Y8	
20	00 - Pilot General	Control Panel		Fair	Y8	
21	00 - Pilot General	Carbon Metering Pump	MP-50570	Fair	Y8	
22	00 - Pilot General	Control Panel	CP-150	Fair	Y8	
23	00 - Pilot General	pH Probe	AE-51032	Fair	Y9	
24	00 - Pilot General	pH Probe	AE-51002	Fair	Y9	
25	00 - Pilot General	Reuse Overflow Tank	T-210	Fair	Y9	
26	00 - Pilot General	Level Switch Low	LS-51401	Fair	Y9	
27	00 - Pilot General	Reuse Pump	P-50042	Fair	Y9	
28	00 - Pilot General	Control Panel	CP-400	Fair	Y9	
29	00 - Pilot General	Pressure Switch	PS-51402	Fair	Y9	
30	00 - Pilot General	Flow Meter	FM-51400	Fair	Y9	
31	00 - Pilot General	Flow Control Valve	CV-53400	Fair	Y9	
32	00 - Pilot General	Flow Control Valve	CV-53410	Fair	Y9	
33	01 - MBR	Fine Screen	FS-50050	Fair	Y2	
34	01 - MBR	Level Switch High	LS-50050	Fair	Y2	
35						

	A	B	C	D	E	F
36	Process Area	Equipment Name	CDA Equipment Tag	Condition	P&ID Sheet	Comments
37	01 - MBR	Anaerobic Tank	T-100	Fair	Y3	
38	01 - MBR	Mixer	MX-50100	Fair	Y3	
39	01 - MBR	Control Panel	CP-280	Fair	Y3	
40	01 - MBR	Anoxic Tank	T-110	Fair	Y3	
41	01 - MBR	Mixer	MX-50110	Fair	Y3	
42	01 - MBR	Control Panel	CP-290	Fair	Y3	
43	01 - MBR	Aerobic Tank	T-120	Fair	Y3	
44	01 - MBR	Flow Control Valve	FCV-53130	Fair	Y3	
45	01 - MBR	Flow Meter	FM-51240	Fair	Y3	
46	01 - MBR	Control Panel	CP-270	Fair	Y3	
47	01 - MBR	RAS DEOX Tank	T-130	Fair	Y4	
48	01 - MBR	RAS DEOX Mixer	MX-50130	Fair	Y4	
49	01 - MBR	DO Probe	AE-51013	Fair	Y4	
50	01 - MBR	Level Switch Low	LS-51131	Fair	Y4	
51	01 - MBR	Control Panel	CP-200	Fair	Y4	
52	01 - MBR	RAS DEOX Pump	PRAS-50021	Fair	Y4	
53	01 - MBR	Control Panel	CP-210	Fair	Y4	
54	01 - MBR	Flow Meter	FM-51200	Fair	Y4	
55	01 - MBR	RAS DN Tank	T-140	Fair	Y4	
56	01 - MBR	RAS DN Mixer	MX-50140	Fair	Y4	
57	01 - MBR	Level Switch Low	LS-51141	Fair	Y4	
58	01 - MBR	Control Panel	CP-220	Fair	Y4	
59	01 - MBR	RAS DN Pump	PRAS-50011	Fair	Y4	
60	01 - MBR	Control Panel	CP-230	Fair	Y4	
61	01 - MBR	Flow Meter	FM-51100	Fair	Y4	
62	01 - MBR	Static Mixer		Fair	Y5	
63	01 - MBR	Air Vacuum Valve		Fair	Y5	
64	01 - MBR	Vacuum System		Fair	Y5	
65	01 - MBR	Membrane Tank	T-150	Fair	Y5	
66	01 - MBR	MLSS Probe	AE-51072	Fair	Y5	
67	01 - MBR	Level Transmitter/Element	LIT/LE-51152	Fair	Y5	
68	01 - MBR	Level Switch Low	LS-51151	Fair	Y5	
69	01 - MBR	Pressure Transmitter/Element	PIT/PE-51221	Fair	Y5	
70	01 - MBR	Permeate Pump	PP-50031	Fair	Y5	

	A	B	C	D	E	F
71	Process Area	Equipment Name	CDA Equipment Tag	Condition	P&ID Sheet	Comments
72	01 - MBR	Control Panel	CP-240	Fair	Y5	
73	01 - MBR	Backwash Pump	PBW-50041	Fair	Y5	
74	01 - MBR	Control Panel	CP-250	Fair	Y5	
75	01 - MBR	Backwash Tank	T-160	Fair	Y5	
76	01 - MBR	Level Transmitter/Element	LIT/LE-51171	Fair	Y5	
77	01 - MBR	Flow Control Valve	FCV-53120	Fair	Y5	
78	01 - MBR	Flow Meter	FM-51220	Fair	Y5	
79	01 - MBR	Flow Meter	FM-51250	Fair	Y5	
80	01 - MBR	Scour Air Blower	B-50035	Fair	Y5	
81	01 - MBR	Control Panel	CP-260	Fair	Y5	
82	01 - MBR	Flow Control Valve	FCV-53110	Fair	Y5	
83	01 - MBR	Membrane Modules		Fair	Y5	
84	02 - TMF	Mixing Tank	T-10	Fair	Y6	
85	02 - TMF	Mixer	MX-50120	Poor	Y6	
86	02 - TMF	Control Panel	CP-70	Fair	Y6	
87	02 - TMF	Membrane Tank	T-20	Fair	Y6	
88	02 - TMF	pH Probe	AE-51023	Fair	Y6	
89	02 - TMF	Chemical Return Pump	PCSL-50023	Fair	Y6	
90	02 - TMF	Control Panel	CP-60	Fair	Y6	
91	02 - TMF	Flow Meter	FM-51057	Fair	Y6	
92	02 - TMF	Flow Control Valve	CV-53020	Fair	Y6	
93	02 - TMF	Level Switch Low	LS-51161	Fair	Y6	
94	02 - TMF	Backwash Pump	PBW-50043	Fair	Y6	
95	02 - TMF	Control Panel	CP-80	Fair	Y6	
96	02 - TMF	Backwash Tank	T-30	Fair	Y6	
97	02 - TMF	Level Transmitter/Element	LIT/LE-51051	Fair	Y6	
98	02 - TMF	Pressure Transmitter/Element	PIT/PE-51222	Fair	Y6	
99	02 - TMF	Permeate Pump	PP-50033	Fair	Y6	
100	02 - TMF	Control Panel	CP-90	Fair	Y6	
101	02 - TMF	Flow Control Valve	CV-53030	Fair	Y6	
102	02 - TMF	Flow Meter	FM-51050	Fair	Y6	
103	02 - TMF	Scour Air Blower	B-50015	Fair	Y6	
104	02 - TMF	Control Panel	CP-100	Fair	Y6	
105	02 - TMF	Static Mixer		Fair	Y6	

	A	B	C	D	E	F
106	Process Area	Equipment Name	CDA Equipment Tag	Condition	P&ID Sheet	Comments
107	02 - TMF	Air Vacuum Valve		Fair	Y6	
108	02 - TMF	Vacuum System		Fair	Y6	
109	02 - TMF	Turbidity Meter	AE-51062	Fair	Y9	
110	02 - TMF	Membrane Modules		Fair	Y6	
111	03 - Sand Filtration	FLTR1 Feed Pump	P-50200	Fair	Y7	
112	03 - Sand Filtration	Control Panel	CP-300	Fair	Y7	
113	03 - Sand Filtration	Flow Meter	FM-51300	Fair	Y7	
114	03 - Sand Filtration	Pressure Transmitter/Element	PIT/PE-51201	Fair	Y7	
115	03 - Sand Filtration	Filter 1	FLTR-1	Fair	Y7	
116	03 - Sand Filtration	Level Transmitter/Element	LIT/LE-51210	Fair	Y7	
117	03 - Sand Filtration	FLTR2 Feed Pump	P-50210	Fair	Y7	
118	03 - Sand Filtration	Control Panel	CP-310	Fair	Y7	
119	03 - Sand Filtration	Flow Meter	FM-51310	Fair	Y7	
120	03 - Sand Filtration	Pressure Transmitter/Element	PIT/PE-51210	Fair	Y7	
121	03 - Sand Filtration	Filter 2	FLTR-2	Fair	Y7	
122	03 - Sand Filtration	Level Transmitter/Element	LIT/LE-51220	Fair	Y7	
123	03 - Sand Filtration	Flow Meter	FM-51280	Fair	Y7	
124	03 - Sand Filtration	Turbidity Meter	AE-51092	Fair	Y7	
125	03 - Sand Filtration	Air Compressor	B-50045	Fair	Y7	
126	03 - Sand Filtration	Control Panel	CP-320	Fair	Y7	
127	03 - Sand Filtration	Static Mixer		Fair	Y7	
128	03 - Sand Filtration	Static Mixer		Fair	Y7	
129	03 - Sand Filtration	Ferric Metering Pump	MP-50530	Fair	Y8	
130	03 - Sand Filtration	Control Panel	CP-120	Fair	Y8	
131	03 - Sand Filtration	Ferric Metering Pump	MP-50540	Fair	Y8	
132	03 - Sand Filtration	Control Panel		Fair	Y8	
133						

ANNOUNCEMENTS

Memo to Council

DATE: December 24, 2014

RE: Appointments to Boards/Commissions/Committees

The following reappointment is presented for your consideration for the January 6th Council Meeting:

DENNY DAVIS

LAKE CITY DEVELOPMENT CORPORATION

A copy of the data sheet has been placed by your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Tony Berns, LCDC Executive Director

OTHER COMMITTEE MINUTES
(Requiring Council Action)

December 22, 2014
GENERAL SERVICES COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Ron Edinger
Council Member Kiki Miller
Council Member Steve Adams

STAFF PRESENT

Lee White, Police Chief
Amy Ferguson, Executive Assistant
Mike Gridley, City Attorney
Renata McLeod, Municipal Svcs Director
Troy Tymesen, Finance Director
Bill Greenwood, Parks & Rec Supt.
Katie Kosanke, Urban Forestry Coor.

Item 1 Authorization of Donation of Six (6) Panasonic Toughbooks to the Post Falls School District #273

Agenda Item

Lee White, Police Chief, presented a request for council approval of a donation of six (6) used Panasonic Toughbooks to the Post Falls School District #273 robotics team program. Chief White explained in his staff report that the Coeur d'Alene Police Department commonly uses technology which changes throughout the years and leads to updated equipment and software. Occasionally there is leftover equipment which has some viable life in it but is not practical for additional City government use. Historically this equipment has gone to auction. Other City departments do not have a need for these devices and the PD also checked with Coeur d'Alene School District 271, who did not want any of the devices. All Toughbooks have had the hard drives replaced with the factory specified one and all data has been removed using software that meets the standards of the Department of Defense to ensure CJIS compliancy.

MOTION by Adams, seconded by Evans, to recommend Council approval of Resolution No. 15-___ declaring as surplus and authorizing the donation of six (6) Panasonic Toughbooks to the Post Falls School District #273, robotics team program. Motion carried.

Item 2 Approval of Cell Phone Allowance Policy

Agenda Item

Renata McLeod, Municipal Services Director/City Clerk, presented a request for council approval of a cell phone allowance policy. Ms. McLeod explained in her staff report that the City of Coeur d'Alene has provided cell phones to certain staff in accordance with job duties and need. Over the years it has become increasingly time consuming to manage all the phones when batteries go out and service stalls. Additionally, staff has begun requesting the purchase of smart phones, which come with the additional data usage costs and an increased cost of equipment. Many staff members have begun using their own devices and/or forwarding their City issued phone to their personal device. The City of Post Falls has a current stipend policy that outlines reimbursement rates for certain positions that choose to utilize their own device. By implementing a similar system throughout the City, each Department Head would utilize the criteria to determine the authorization rate of the allowance. Additionally, the City would no longer have the expense of equipment repair/replacement and/or management of the large scale phone plan. Each department will utilize their existing cell phone line item to cover costs. The monthly allowance is taxable income under IRS code. The allowance does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, etc.

Ms. McLeod noted that smart phones are especially helpful for those employees who work in the field, such as building inspectors. She reviewed the criteria for authorization of employees to have a cell phone stipend and said that the cell phone stipend would enable employees to manage all of their data in one place and not have to juggle two phones. It would also assist the Municipal Services Department ~~becuase~~because they manage the bills for all of the city cell phones and deal with any repairs or nonworking phones and replacements. Ms. McLeod also mentioned that Verizon has presented a city smart phone option for those who cannot use their personal cell phones, such as police officers, etc.

Councilmember Evans asked if the cell phone stipend would change the expectation of the Department Heads being reachable at all times. Ms. McLeod said that for anyone who takes advantage of the cell phone stipend, there would be a responsibility to be reachable on that cell phone. Those with 24/7 expectations would stay that way.

MOTION by Evans, seconded by Adams, to recommend Council approval of the Cell Phone Allowance Policy. Motion carried.

**Item 3 Approval of Agreements for CDBG Community Grants with Trinity Group Homes; Children’s Village; and North Idaho Violence Prevention Center
Consent Calendar**

Sherri Wastweet, Panhandle Area Council Grant Administrator, presented a request for Council approval of CDBG Community Grants with Trinity Group Homes, Children’s Village, and the North Idaho Violence Prevention Center. Ms. McLeod stated in her staff report that nine applications were received for Plan Year 2014 funding and three applications were received for Plan Year 2015 funding. The committee members met on July 21, 2014 and August 19, 2014 to review and rate the applications. The City Council approved the Ad Hoc Committee’s recommendations during the September 2, 2014 council meeting.

Ms. Wastweet stated that the grant amounts were as follows: Trinity Group Homes - \$24,643.00; North Idaho Violence Prevention Center - \$10,203.00; and Children’s Village - \$86,154.00, for a total of \$121,000.00.

Chairman Edinger asked about the location of the Miller House. Ms. Wastweet said that it is right next to the original Children’s Village on Hanley Avenue. The Miller House was open at one time but the funding dried up and so they had to close it. Children’s Village wants to reopen the Miller House and has a long term goal of receiving other grant funds to keep the house open.

MOTION by Evans, seconded by Adams, for Council approval of Resolution No. 15-____ authorizing agreements for CDBG Community Grants with Trinity Group Homes, Children’s Village, and North Idaho Violence Prevention Center.

**Item 4 Lease Agreement with Grace Bible Church for Use of Property for a Dog Park
Consent Calendar**

Bill Greenwood, Parks & Recreation Superintendent, presented a request for council approval of a lease agreement with Grace Bible Church for the use of their property for an off-leash dog park next to Northshire Park.

Mr. Greenwood stated in his staff report that the city had a previous agreement with School District 271 beginning in 2009 until the spring of 2014 for the use of this site. In 2014 the property was sold to Grace

Bible Church and they are willing to enter into a lease agreement with the City of Coeur d'Alene to use this site as a dog park. The City of Coeur d'Alene would pay \$3.00 for the 36 month lease. All City of Coeur d'Alene ordinances will apply to the off-leash dog park site while the lease agreement is in force.

MOTION by Evans, seconded by Adams, for Council approval of Resolution No. 15-___ authorizing a Lease Agreement with Grace Bible Church for Use of Property for a Dog Park. Motion carried.

Item 5 Approval of a Cost-Share Program to Assist Property Owners with Maintaining Trees within Public Rights-Of-Way
Consent Calendar

Katie Kosanke, Urban Forestry Coordinator, presented a request for council adoption of a cost-share program to assist abutting property owners in maintaining trees growing within public right-of-ways in residential areas.

Ms. Kosanke stated in her staff report that through the urban forestry ordinance, owners of land abutting the right-of-way are made partners with the city in the care of street trees. The city provides advice, technical information and assurance of tree service quality through a tree service licensing process. The abutting property owners are responsible for caring for the trees next to their property. This partnership is coordinated through a permit process. Since the purpose of the permit process is to facilitate communications regarding correct care, there is no charge for permits. Many right-of-way trees do not receive routine care, which helps trees to stay healthier and live longer, ultimately saving costs and providing many benefits to our community. The Parks & Recreation Department proposes using funds from the street tree account for the program, which contains dollars generated through forfeited residential street tree fees collected when building permits are issued. Abutting property owners at times have financial difficulties accomplishing tree maintenance tasks even when required to do so. Being able to provide some financial assistance may help to accomplish these and other tree maintenance tasks.

Ms. Kosanke presented a Power Point including the Urban Forest Management Goals of the Vision 2030 Implementation Plan. One of the goals was to modify city ordinances to give the city authority and funding to provide proper tree maintenance, etc. Ms. Kosanke reviewed the current program of care for the trees in public rights of way and provided a proposed program overview. She noted that the program would be similar to the Sidewalk Reimbursement program wherein if citizens invest funds to maintain trees, they can get a certain amount back. The goal is to assist abutting property owners with tree maintenance tasks and the cost share is 50% for up to \$200 for pruning per tree, and 50% up to \$400 for removals (max \$600 per property). The program would apply to residential properties only because the funds for the program are generated from residential street tree funds that are forfeited from building permits.

Ms. Kosanke clarified that no other funds would need to be dedicated at this time. The funds are currently used for planting, which is the number one priority. Each year they plant between 100 and 200 street trees, and have planted over 1,200 street trees through the program since it started in 2005. In addition, contractors have planted 1,600 trees and gotten their money back through the program.

Proposed funds for the program will not exceed \$20,000 per year. Each year they will look at how things are going and determine the available funds for the next year. They predict that with the current funds in the account they can sustain the program for about 5 years.

The application process was discussed, which includes a pre-work inspection requirement and an estimate by a licensed tree service through the city. After the work is completed a post-work inspection will be required, and then a refund can be issued at that time. Ms. Kosanke also discussed street tree inventory maintenance recommendations and the benefits of trees.

Councilmember Adams asked if the Street Department will still continue to assist with pruning trees. Ms. Kosanke said that she hopes so, but right now the Street Department is working on some other projects this winter, including the levee clearance. In the past, the property owners were notified that they are normally responsible for the work, but if they had a problem with the Street Department pruning the trees, to let them know.

Councilmember Evans commended Ms. Kosanke for her thorough presentation.

MOTION by Adams, seconded by Evans, for Council approval of Resolution No. 15-___ authorizing a cost-share program to assist property owners with maintaining trees within public rights-of-way. Motion carried.

**Item 6 Approval for Request to Destroy City Administration Records
Consent Calendar**

Renata McLeod, Municipal Services Director/City Clerk, presented a request for council approval of the destruction of Administration files ranging from 1994 through 2012 as outlined in the staff report attachment.

Ms. McLeod stated in her staff report that the files requested for destruction are temporary files, as defined under the Idaho Code and in accordance with the City's Records Retention Manual. Temporary files only need to be kept for 24 months. The current City Administrator is no longer in need of these files and there is no financial impact associated with this request. Allowing the files to be destroyed will allow file space to be utilized for current files.

Ms. McLeod noted that once destruction of the records is approved, she will send a request to the Idaho State Historical Society and they will have 30 days to decide if they want the records.

MOTION by Evans, seconded by Adams, for Council approval of Resolution No. 15-___ authorizing the destruction of requested City Administration files ranging from 1994 through 2012.

The meeting adjourned at 12:33 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

RESOLUTION NO. 15-002

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING PROPERTY SURPLUS AND AUTHORIZING THE DONATION OF THE SURPLUS PROPERTY TO THE POST FALLS SCHOOL DISTRICT #273.

WHEREAS, the City Police Chief recommended that the Mayor and City Council of the City of Coeur d'Alene declare six (6) Panasonic Toughbooks as surplus and authorize the donation of said Toughbooks to the Post Falls School District #273; and

WHEREAS, the Panasonic Toughbooks have become worn out, obsolete, or are no longer needed by the City; and

WHEREAS, the City Council further desires that said property be donated to the Post Falls School District #273.

NOW, THEREFORE, it is hereby RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, that the property listed above is deemed surplus property and the donation of such property to the Post Falls School District #273 is hereby authorized; and

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

DATED this 6th day of January, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

_____ was absent. Motion _____.



MEMORANDUM

TO: General Services Committee

FROM: Lee White

SUBJECT: Staff Report: Request to donate six Panasonic Toughbooks to Post Falls School District #273

DATE: November 20, 2014

Decision Point: Donation of six (6) used Panasonic Toughbooks to Post Falls School District #273 robotics team program.

History: The Coeur d'Alene Police Department commonly uses technology both in the office and in the field. Technology changes throughout the years which leads to updated equipment and software. Occasionally, there is leftover equipment which has some viable life in it but is not practical for additional City government use. Historically this equipment has gone to auction.

Financial Analysis: Toughbooks have been offered to other departments in the past but the offer is rarely accepted due to the age and lack of technical ability they have for use. Other City departments do not have a need for these particular devices. Previously, Toughbooks have been taken to auction where they have netted an average of \$5. These particular Toughbooks are obsolete and will also generate similar funds. The Police Department also checked with Coeur d'Alene School District 271 who did not want any of the devices.

Performance Analysis: All Toughbooks have had the hard drives replaced with the factory specified one and wiped (all data removed using software that meets the standards of Department of Defense) to ensure CJIS compliancy. These laptops will be of benefit to the youth of our area to learn about robotics and how to use technology in today's society, gearing them up for careers in the technology fields or where technology is present.

Decision Point: Authorization to donate six (6) Panasonic Toughbooks to Post Falls School District #273 Robotics team program.

**GENERAL SERVICES
M E M O R A N D U M**

DATE: DECEMBER 15, 2014

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR/CITY CLERK

RE: CELL PHONE ALLOWANCE POLICY

DECISION POINT: To approve a cell phone allowance policy.

HISTORY: The City of Coeur d'Alene has provided cell phones to certain staff in accordance to job duties and need. Over the years it has become increasingly time consuming to manage all the phones when batteries go out and service stalls. Additionally, staff has begun requesting the purchase of smart phones, which come with the additional data usage costs and an increase cost of equipment. Many staff members have begun using their own devices and/or forwarding their City issued phone to their personal device. The City of Post Falls has a current stipend policy that outlines reimbursement rates for certain positions that choose to utilize their own device. By implementing a similar system throughout the City, each Department Head would utilize the criteria to determine the authorization rate of the allowance (see attached draft policy). Additionally, the City would no longer have the expense of equipment repair/replacement and/or management of the large scale phone plan. The following stipend is recommenced:

- \$30.00: Light to moderate usage of wireless phone for business purposes, or may have heavy usage but primarily in the local calling area
- \$40.00: Moderate to heavy usage of the wireless phone for business purposes, or may have light usage but frequently travels out of the local/regional area
- \$50.00: Very heavy local usage of the wireless phone for business purposes, or may have moderate to heavy usage, but frequently travels out of the local/regional area

Criteria to be used by Department Heads would include a review of the necessity of a wireless phone as an integral part of performing duties of the job description; if more than 50% of employees work is conducted in the field; if an employee is required to be contacted on a regular basis; if an employee is required to be on-call 24/7; and if an employee is a critical decision maker.

FINANCIAL: Each department will utilize their existing cell phone line item to cover costs. The monthly allowance is taxable income under IRS code.

PERFORMANCE ANALYSIS: One half of the allowance payments will be made each pay period of the month and will be reflected on the employees pay stub. This allowance does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, etc. This action will allow the City to move out of maintaining and servicing a myriad of cell phones and phone plan.

DECISION POINT/RECOMMENDATION: To approve a cell phone allowance policy.



Cell Phone Allowance Request Form

Employee Name	Department	Department Head	Budget Account #	Start Date	Cell Phone #
Authorized Allowance					
<p>\$30 (light to moderate usage of the wireless phone for business purposes, <u>or</u> may have heavy usage, but primarily in the local calling area)</p> <p>\$40 (moderate to heavy usage of the wireless phone for business purposes, <u>or</u> may have light usage, but frequently travels out of the local/regional area)</p> <p>\$50 (very heavy local usage of the wireless phone for business purposes, <u>or</u> may have moderate to heavy usage, but frequently travels out of the local/regional area)</p>					
Employee Certification and Signature:					
<p>I certify that the requested allowance will be used toward expenses that I incur for business cell phone usage. I further certify that should the business usage significantly decline for a sustained period, or if I no longer have a personal cell phone, that I will notify my supervisor in writing, as soon as practicable. I understand that this allowance will be included on my W-2 form as taxable income, and that the City is not responsible for the tax consequences of the allowance. I further acknowledge that I have read, understand, and intend to comply with the City's Cell Phone policy.</p>					
_____			_____		
Signature			Date		
Department Head Certification and Signature:					
<p>I certify that the requested allowance is needed for this employee, to cover work related expenditures due to cell phone use, as described above. I further acknowledge that I have read, understand, and intend to comply with the City's Cell Phone policy.</p>					
_____			_____		
Signature			Date		
Payroll Use					
Date Implemented			Date Terminated		
Payroll Signature			Date		

RESOLUTION NO. 15-003

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING POLICIES FOR CELL PHONE ALLOWANCE.

WHEREAS, the need for a policy regarding cell phone allowances for employees has been deemed necessary by the City Council; and

WHEREAS, the Municipal Services Department proposed the attached policy that was discussed at the General Services Committee meeting December 22, 2014; and

WHEREAS, it is deemed to be in the best interests of the city of Coeur d'Alene and the citizens thereof that such policy be adopted; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the city of Coeur d'Alene that the policy attached hereto as Exhibit "A" be and is hereby adopted.

DATED this 6th day of January, 2015

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 ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



City of Coeur d'Alene Cell Phone Stipend Policy

Policy Title	Cellular Phone	Policy Content	Use & Procedures
Effective Date		Responsible Dept.	HR/Finance

Purpose:

This policy allows the City to meet IRS regulations and its fiduciary responsibility to the taxpayers of the State of Idaho, by providing guidelines for the use of City paid and personally paid cell phones for business purposes.

Policy:

City cell phones may be necessary to improve customer service and to enhance business efficiency. Cell phones should not be selected as an alternative to other means of communication (i.e. land-lines, pagers, computers, and radio phones) when such alternatives would provide adequate but less costly service to the City.

Department Heads are responsible to authorize the use of cell phones for each position within the department. The criteria to determine the need for City cell phone usage may include the following:

Safety requirements indicate having wireless phone is an integral part of performing duties of job description.

- More than 50% of employee's work is conducted in the field.
- Employee is required to be contacted on a regular basis. (No office)
- Employee is required to be on-call (24/7)
- Employee is a critical decision maker

City employees that are in positions authorized for City cell phone usage will receive a monthly allowance, utilize a City business only phone, or track the calls and submit a request for reimbursement. The Department Head is responsible to make a determination of the option that is fiscally responsible and that will best meet the needs of the City.

Business Only/City paid Phones:

The City will maintain business only cell phones/devices, in which case cell phone(s) will be provided to the department and not to individual employees. These phones

cannot be used for personal calls. Cell phone devices will also be maintained by the City. Phone may not be used in conflict with other city policies.

The Department Head will be responsible to ensure that employees are tracking phone usage properly and verifying that each call is truly for business only. Business only cell phones shall be utilized for business use only. Employees are responsible for any inadvertent personal calls and should report such calls to their supervisor and if a refund is required to the City it will be based on an estimate of the call time and the associated cost.

Monthly Allowance:

If a Department Head determines that a City employee's job duties require the need for a cell phone, then the employee will be authorized to receive an allowance to cover cell phone expenses. The Department Head and the employee may request the allowance any time and it will remain in effect until the Department Head discontinues the authorization, the employee separates from employment, or the employee fails to keep a cell phone. The request must be made by filling out the Allowance Request Form and forwarding it the Finance Department.

The monthly allowance will be based upon the Department Heads determination of the type of usage necessary for the employee's position, budget authority, and concurrence with Human Resources:

- \$30 Allowance: This allowance is for the employee who has the need for light to moderate usage of the wireless phone for business purposes, or may have heavy usage, but primarily in the local calling area. This category would include those not needing a data plan.
- \$40 Allowance: This allowance is for the employee who has the need for moderate to heavy usage of the wireless phone for business purposes, or may have light usage, but frequently travels out of the local/regional area.
- \$50 Allowance: This allowance is for the employee who has the need for very heavy local usage of the wireless phone for business purposes, or may have moderate to heavy usage, but frequently travels out of the local/regional area.

The monthly allowance is taxable income; therefore the individual will be taxed according to the regulations of the IRS code. Allowance payments will be made on the second pay period of the month and will be reflect on the employees pay stub. This allowance does not constitute an increase to base pay, and will not be included in the calculation of percentage increases to base pay due to annual raises, job upgrades, etc.

The dollar amount of the cell phone allowance should cover the employee's projected business-related expenses only. The cost of phone equipment (special cosmetic or technical features, etc.), and the employee's personal cell phone use should not be considered. Determination of the dollar amount of the allowance is made at the Department Head level, but must be within the guidelines and dollar limits established under this policy.

The employee must retain an active cell phone contract as long as a cell phone allowance is in place. Because the cell phone is owned personally by the employee, and the allowance provided

is taxable income, the employee may use the phone for both business and personal purposes, as needed. The employee may, at his or her own expense, add extra services or equipment features, as desired.

The cell phones will not to be purchased by, licensed or directly billed to the City. The City will not pay for any cell phone equipment or related service plans. The individual in the authorized City cell phone usage position will be responsible for choosing and paying for all wireless phone equipment.

The employee will bear the cost of any fees associated with a change or cancellation in their cell phone contract (if one exists). This includes a personal decision by the employee to end the contract, employee misconduct, or misuse of the phone which results in the City discontinuing the cell phone allowance, the employee quits, and no longer wants to retain the current cell phone contract for personal purposes.

A copy of the Allowance Request Form, and of the employee's related cell phone contract or bill showing cell phone service, must be kept on file in the employee's payroll file, and is subject to audit at any time by the Finance Department, Human Resources, Internal Audit, or external auditors engaged by the state or federal government.

The Department Head is responsible for an annual review of employee business-related cell-phone use, to determine if existing cell phone allowances should be continued as-is, changed, or discontinued.

The use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of the cell phone allowance/use and possible discipline up to and including termination of employment.

December 22, 2014
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Kiki Miller
Councilmember Dan Gookin

STAFF PRESENT

Amy Ferguson, Executive Assistant
Dion Holton, Utility Supervisor
Jim Markley, Water Supt.
Jim Remitz, WW Capital Program Mgr.
Terry Pickel, Asst. Water Supt.
Tim Martin, Street Supt.
Troy Tymesen, Finance Director
Sid Fredrickson, WW Supt.

Item 1 Declaration of Surplus
Consent Calendar

Dion Holton, Water Department Utility Supervisor, presented a request for the declaration of surplus of certain Water Department equipment as listed in his attached Appendix A, and authorization for the equipment to be sold at auction, as allowed by State code.

Mr. Holton stated in his staff report that the equipment is taking up valuable storage space and is no longer needed by the Water Department. In addition, all items were offered to other departments and none indicated a need for the equipment. The property value to the City is minimal.

Mr. Holton presented a Power Point and reviewed the various items of property, which included chlorinators and chlorine leak detectors, miscellaneous electrical components for old panels, FAA StandPipe Marker Lights that were replaced with efficient LED lights, old chlorine scales, a Range Rider truck canopy, an old hydraulic pump, an old air conditioning unit, trench compactors, a pneumatic POGO compactor, mechanical asphalt cutting wheel, an old air compressor, two non-working gas powered cut saws, a pneumatic body lift jack, and a line shaft turbine pump, and old pipe wrenches.

Councilmember Miller asked if the items are sold for scrap metal at the auction. Mr. Holton said that some people use the items, and some scrap them out.

MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approve Resolution 15-001 declaring the requested Water Department equipment as surplus and authorizing sale at auction. Motion carried.

Item 2 Approval of Purchase of Two New Utility Vehicles
Consent Calendar

Terry Pickel, Assistant Water Superintendent, presented a request for council approval for the purchase of two new work vehicles from Robideaux Motors to replace two old utility vehicles.

Mr. Pickel stated in his staff report that the Water Department has an established annual rolling stock replacement program designed to continually update the fleet, provide as much versatility as possible, and

most importantly, meet the safety needs of rapidly changing work loads and the work environment. The plan provides for vehicle and equipment after 10 years or 100,000 miles of service life, depending on the severity of duty. Utilizing the State Bid to establish purchasing criteria offers several advantages for the City. Specifically, the State Bid has already performed all of the administrative work required to bid, evaluate and award contracts to Chevrolet, Chrysler/Dodge, Ford and GMC vendors statewide. The contracts ensure that all vehicles bid are of similar types and duty range and any desire option is equally accounted for. This saves at least 10 to 15 hours in staff time and offers the most cost effective and quality vehicles to the City. The City can use these specs to solicit quotes from local vendors which gives them the chance to compete and keep City business as local as possible.

Mr. Pickel said that they would be replacing Vehicle nos. 705 and 772. Vehicle 705 has 116,000 miles on it, and 772 has about 95,000 miles. The Parks Department is very interested in at least one of the vehicles. Mr. Pickel noted that they try to maintain the vehicles as best they can and the maintenance shop takes very good care of them.

Councilmember Gookin asked what would happen to the two trucks when new vehicles are purchased. Mr. Pickel said that they would surplus them out of their rolling stock and make them available to the General Fund. If no General Fund department wants them, they will be surplus.

Councilmember Gookin expressed concern that without a mileage log, council does not know how frequently the vehicle is being used. He would also like to be able to review the vehicle maintenance information.

Councilmember Miller asked how often the rolling stock replacement program and policies are reviewed. Mr. Pickel said that they are reviewed at budget time every year.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Resolution No. 15-001 authorizing the purchase of two new work vehicles from Robideaux Motors for the budgeted rolling stock replacement program. Motion carried.

Item 3 Award of Contract for 420 F IT Backhoe Consent Calendar

Terry Pickel, Assistant Water Superintendent, presented a request for council approval of a contract with Western States Equipment for the purchase of a new Caterpillar 420 F IT Backhoe in the amount of \$89,438.22.

The staff report that a New Holland Backhoe was purchased from CDA Tractor in 2005. After ten years, they are at the end of the expected life of the machine and it has generated a large amount of maintenance to keep it running, replacement parts are very difficult to find. They are in need of a new transfer case, which is about the same cost as the estimated value of the machine itself. The Water Department has budgeted \$110,000 for a replacement backhoe for Fiscal Year 2015. Staff is proposing to piggyback off an existing contract from Shoshone County for the same machine. Purchasing from an existing contract allows staff to better select a machine that is compatible with existing attachments and helps avoid the pitfalls of ending up with a machine that is unsuitable to their needs.

Mr. Pickel said that they will receive a \$17,000 trade in for the New Holland Backhoe, and are looking at adding three attachments to the new backhoe including two different size digging buckets and a ripper, for a total price of 89,438.22.

Councilmember McEvers confirmed that the backhoe has a 10 year life span and asked if the life span increases if the equipment is bigger. Mr. Pickel said that it depends and that the department leases larger machines for water main construction. The backhoes are good for smaller work. He also confirmed that the backhoe would be purchased, and is not a lease.

Councilmember Miller asked if the purchase of the backhoe was a budgeted item. Mr. Pickel confirmed that \$110,000 was budgeted for the purchase, and the savings will go back into the Water Fund. .

MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approve Resolution No. 15-001, authorizing an agreement with Western States Equipment for the purchase of a new 2014 Caterpillar 420 F IT Backhoe in the amount of \$89,438.22. Motion carried.

**Item 4 Authorization to Proceed to Bid for Two (2) Replacement Sweepers
Agenda Item**

Tim Martin, Street Superintendent, presented a request for council approval to go to bid to purchase two (2) replacement sweepers.

Mr. Martin stated in his staff report that the request is made because of the loss of two of the City's sweepers which were destroyed in a fire in September. A concerted street sweeping effort is a key to best management practice necessary to meet the City's water quality requirements and the commitments outlined in the City's Stormwater Phase II permit to the Environmental Protection Agency. Aggressive street sweeping is also essential to maintain air quality standards.

This is an unbudgeted request. The estimated price of a regenerative air sweeper is \$206,000 per machine, for a total of \$412,000. It is anticipated that through the competitive bid process the cost may be reduced. Staff would recommend that the Drainage Utility purchase one sweeper and that the fund balance be used to purchase the other machine, less the amount of the insurance claim that the City will receive from ICRMP in the approximate amount of \$88,000, based on fair market value for used sweepers. The Street Department will maintain both sweepers and charge the Drainage Utility for appropriate labor costs. The Legal Department is comfortable with the arrangement.

Mr. Martin said that last year the remaining sweeper required about \$12,000 in maintenance costs. They rented a sweeper during the leaf pickup and borrowed one from the East Side Highway District. The cost for renting a sweeper is about \$2,000 a week and the city has to pay for full maintenance on the machines while they are renting them.

Councilmember Miller asked if the rent or lease option would make sense for a shorter period of time. Mr. Martin said that there is only one company that will lease sweepers as there is no profit in a use sweeper. There are municipal leases available and Ada County is looking at leasing four sweepers. He doesn't have information about the cost per year on a lease.

Councilmember Miller asked Mr. Martin to address the mandated air and water quality requirements. Mr. Martin said that it has a lot to do with the Drainage Utility and their permit allows them so much as far as air quality, water quality, etc. and most cities are all driven by that type of permit. Most cities are moving toward air regenerative machines which will help them meet their permit requirements.

Mr. Fredrickson said that they have a new NPDES discharge permit effective December 1st and the bottom line is that they are going to have to be less than 55 parts per billion (ppb) phosphorus. Any place that they can get credit for what they are taking out of the river system will help them.

Councilmember Gookin said that he was surprised and pleased to see this item on the agenda and that the street sweepers can be acquired before the spring cleanup starts, but taking funds from the Fund Balance bothers him. He also felt that it was unfair that council was only given one option to consider because it was his understanding that a lot of different options were discussed and the different options were not presented to council.

MOTION by Gookin, seconded by Miller, to direct staff to come back to council with additional funding options.

DISCUSSION: Councilmember Miller would like to see some more exploration and some information on the lease options that might be out there.

MOTION TO AMEND: Councilmember Gookin amended his motion to include lease options as well.

DISCUSSION: Councilmember Miller said that she thinks it is a valid discussion and is concerned about purchasing two sweepers in one year because replacement might be at the same time too.

Mr. Martin asked if the committee would recommend that the Drainage Utility move forward with the purchase of a sweeper, and then he, Mr. Tymesen, and others can bring back options for the General Fund portion of the proposal. The Drainage Utility is willing to purchase one of the sweepers and they have the capital. Mr. Martin also noted that these sweepers have Tier 3 diesel engines and the manufacturers are in the process of changing over into the Tier 4 and Tier 5 engines having to do with emissions. As soon as the Tier 3 engines are gone, within the next 6 weeks or 6 months depending on the company, the cost per sweeper will increase by another \$15-20,000.

Councilmember McEvers said that the normal process is that council brings staff ideas, and then they brainstorm them and that it is his feeling that Councilmember Gookin doesn't think that staff thoroughly thought through the options. Councilmember Gookin responded that council should be the decision makers and the options should be presented to them so that they can make the choice. He doesn't mind receiving the options and a recommendation, but just one option is unpalatable.

Mr. Tymesen said that the Drainage Utility has cash on hand and is able to acquire the asset and it makes a huge amount of sense. He believes it is a good partnership and it is legal. He noted that city staff has worked on this and were charged to look at options. Leasing costs money and this particular asset will not be nearly as competitive as the lease of the front loaders. The difference is the interest rate and the sweepers are at the other end of the spectrum as far as resale value goes.

Mr. Tymesen said that the current balance of the General Fund is \$6.7 million, and it is set up for one-time emergencies. He believes that this is a one-time emergency and would recommend that council use their cash to make up the difference. If council were to lease the sweepers, they would need to earmark that dollar amount in the General Fund balance and the lease interest rate would not be near as attractive on the sweepers.

The General Fund is currently sitting at approximately 20.4%. 15% is very good. Buying two sweepers at the same time creates a risk down the road, but there is also something to be said for the maintenance that the street crew does. They do stagger their usage. Mr. Tymesen also noted that the sweepers were in the five year capital plan.

Councilmember Gookin asked if there would be staff to drive the sweepers if council approves the purchase. Mr. Martin said that a full reorganization of the Street Department will come forward this

spring and he assured council that he will have the staff to run the two new sweepers, and the older sweeper will be used for leaf pickup when they run four sweepers, including the sweeper that they borrow from the East Side Highway District.

Councilmember Gookin asked what other options are out there that weren't mentioned. Mr. Martin said that there is always a possible grant application, but it could take over two years to get it written and approved.

MOTION WITHDRAWN.

Councilmember Miller said that she is comfortable with one sweeper, but wondered if it made sense to short-term lease the second one until it can be budgeted for. Mr. Martin said that all you are doing is pushing your payments out five years. At the end of the lease, you still pay for the sweepers – you don't turn them in and start over. Mr. Tymesen said the city could look at matching the finance to the term of the asset, but if the sweeper burned up in three years, they might be upside down and actually owe more than the equipment is worth. They will also pay more in interest or the lease rate than what the city is earning. Councilmember Gookin said that in his mind, a lease also becomes a multi-year obligation that would need to go to the voters.

Councilmember McEvers asked how often the roads are swept. Mr. Martin said that every spring they do a total spring cleanup with the water trucks, and including cleaning sidewalks, which takes about three to four sweepers working on it for about six weeks. Then they do a fall sweep during leaf pickup. One sweeper runs 24/7 all summer long. Mr. Martin said that most everything up to I-90 gets swept 6 to 7 times a year and the outlying areas are swept 3 to 5 times a year. This year the Engineering Department is looking at chip sealing which will require at least 3 to four sweeps just in that area to clean up the excess materials.

MOTION: Motion by Gookin, seconded by Miller, to recommend Council authorize staff to go to bid to purchase two (2) replacement sweepers. Motion carried.

**Item 5 Declaration of Low Phosphorus Demonstration Pilot Facility Equipment as Surplus and Authorization for Sale of Equipment
Consent Calendar**

James Remitz, Capital Program Manager, presented a request that Council declare the Low Phosphorus Demonstration Pilot Study Equipment as surplus and authorize the Wastewater Department to solicit and negotiate the sale of this equipment.

Mr. Remitz stated in his staff report that from January 2009 to August 2012, the City of Coeur d'Alene undertook the design, construction and operation of a low phosphorus demonstration pilot study to guide treatment process selection for future plant process improvements and expansion. The equipment used in the pilot study is no longer useful to the Wastewater Department and should be declared surplus. Removal of the equipment will allow the Wastewater Department to make better use of the building housing the equipment for operation and maintenance activities associated with the treatment facility. The Wastewater Department proposes to solicit offers through a network of wastewater treatment operators and engineers and negotiate a sale price for each of the three (3) different treatment processes that were piloted during the study period. Wastewater industry trade publications and websites may also be used to solicit offers. The proceeds of the sale of any equipment will reimburse the Wastewater Fund.

Mr. Remitz noted that they are currently constructing the full scale pilot at this time and have no more use for the smaller pilot systems and would like to use the building for other purposes. There is no blue book value on the equipment.

Councilmember Gookin asked if the city was the only one using this system for wastewater treatment. Mr. Fredrickson said that they are the only ones who are using it on a large scale. They are hoping they can find some developers or small municipalities that might want to use it for producing Class A effluent for irrigation.

MOTION: Motion by Miller, seconded by Gookin, to recommend Council approve Resolution No. 15-001 declaring the Low Phosphorus Demonstration Pilot Study Equipment as surplus and authorizing the Wastewater Department to solicit and negotiate the sale of the equipment. Motion carried.

The meeting adjourned at 5:02 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS
STAFF REPORT**

DATE: December 22, 2014
FROM: Tim Martin, Street Superintendent
SUBJECT: Authorization to proceed to bid two (2) replacement sweepers

DECISION POINT:

Staff requests Council approval to go to bid to purchase two (2) replacement sweepers.

HISTORY:

This untimely request comes before you today due to the unfortunate mishap in which two (2) of the City's sweepers were destroyed in a fire. A central focus of the City's Drainage Utility is the preservation of water quality in Coeur d'Alene Lake and the Spokane River where the city's hard-piped stormwater system discharges. A concerted street sweeping effort is a key to best management practice (BMP) necessary to meet our water quality requirements and the commitments outlined in the City's Stormwater Phase II permit to the Environmental Protection Agency. Aggressive street sweeping is also essential to maintain air quality standards. With city growth, the city will need to operate 2 sweepers in order to maintain committed BMP sweeping standards.

FINANCIAL ANALYSIS:

This is an unbudgeted request. The estimated price of a regenerative air sweeper is \$206,000 per machine for a total of \$412,000. It is anticipated that through the competitive bid process that the cost may be reduced. Staff has looked at many options and the most viable would be for the Drainage Utility to purchase one sweeper. This piece of equipment will be dedicated to sweeping in the area of town that has the hard pipe drainage system. Staff recommends that fund balance be used to purchase the other machine less the amount of the insurance claim that the City will receive from ICRMP. The City will be receiving \$88,000, based on fair market value for used sweepers. The Street Department will maintain both sweepers and charge the Drainage Utility for appropriate labor costs.

PERFORMANCE ANALYSIS:

The 2 sweepers that will be replaced are 1998 and 2005 vintage models – over 15 and 8 years old. This equipment acquisition is necessary to meet air and water quality mandates in a growing city. The City will be able to meet our air and water quality requirements well into the future by adding these sweepers to the fleet this spring,

DECISION POINT/RECOMMENDATION:

Staff requests Council approval to go to bid to purchase two (2) replacement sweepers.

OTHER BUSINESS

PUBLIC HEARINGS

City Council STAFF REPORT

DATE: January 6, 2015
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Vacation of the Undeveloped Alley adjoining Lots 1 – 8, Secaur's Subdivision of Tract 6, Costello's Acre Tracts.

DECISION POINT

Pete Roberts, owner of Lot 2 in the noted development, is requesting the vacation of the undeveloped alley that adjoins his easterly boundary and lies between said Lots 1 – 8 of the Secaur's Addition (map attached).

HISTORY

The plat of Secaur's Subdivision (attached), which was a subdivision of Tract 6 of the original Costello's Acre Tracts (recorded in April 1927), was splatted with an alley that ran between Lots 1–8. The twenty foot (20') alley was never developed.

PERFORMANCE ANALYSIS

The subject alley, which is undeveloped and extends for 230' southerly from Garden Avenue, has never been developed nor does it contain any public utilities (sewer or water). The underlying subdivision from which the Secaur's subdivision was replatted, did not make any accommodation for an alley in the subject tract (844' total length), therefore, the alleyway that was platted only extends for one third of the length of the block, without any opportunity for future extension.

There are a number of existing encroachments (fences, garages, backyards) into the alley proper, so the vacation would solidify the ownerships, and place those on the adjoining properties instead of public property.

There is an existing AVISTA utility line that extends the length of the entire block, however, vacation of the alley would not impact it any more than the current conditions. Should the vacation be approved, an easement is retained over the facilities that presently exist.

The applicant has obtained the agreement of four of the six owners adjoining the alley and they are in favor of the request. All of the owners would receive an additional ten feet (10') of property to their existing lots should the alley be vacated and the Council divide it evenly down the middle.

FINANCIAL ANALYSIS

Vacation of the noted alley would add approximately 4,600 square feet to the County tax role. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, would benefit all of the adjoiners with a larger parcel and more property that they can utilize without encroaching into non-taxable ground.

SUMMARY

A request has been put forward to vacate an undeveloped alley south of Garden Avenue, from a subdivision that was platted in 1927. In the 87 years that the development has been platted, the

alley has never developed, has never had public utilities installed within its bounds, and, has been encroached upon by the adjoiners with fences, yards, and, structures. The subject alley only extends for the northerly one-third of the block, after which the opposing lots adjoin each other, with no possibility of an alley ever extending through the block. The applicant has received acknowledgement and the other adjoiners are in agreement with the vacation request. The vacation of the alley would have no physical or financial impact on the City, and, an easement would be retained for the AVISTA utility line that extends through the rear yards of all of the lots in the block where none currently exists.

The Public Works Committee voted 3 – 0 in favor of this request at its regularly scheduled meeting on November 24, 2014. The recommendation to the City Council would be to approve the request and mete it out equally to the six adjoining property owners.

C-11

PLAT OF
 SECAUR'S SUBDIVISION OF TRACT 6
 COSTELLO'S ACRE TRACTS
 TO THE CITY OF COEUR D'ALENE
 BEING THE NORTH 230.2 FT. OF SAID TRACT 6.

SCALE 50 FT. = 1 INCH.

I, FRED Y. PHINNEY, A LICENSED SURVEYOR OF THE STATE OF IDAHO DO HEREBY CERTIFY THAT THE ATTACHED PLAT IS A CORRECT REPRESENTATION OF THE SUBDIVISION OF THE NORTH 230.2 FEET OF TRACT 6 OF COSTELLO'S ACRE TRACTS TO BE KNOWN AS SECAUR'S SUBDIVISION OF SAID TRACT 6, AS ACTUALLY SURVEYED BY ME.

Fred Y. Phinney
 LICENSED SURVEYOR

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED ARE THE OWNERS OF LOTS 1 TO 8 INCLUSIVE OF SECAUR'S SUBDIVISION OF TRACT 6 OF COSTELLO'S ACRE TRACTS AS SHOWN ON THE ATTACHED PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: "THE NORTH 230.2 FEET OF TRACT 6, COSTELLO'S ACRE TRACTS TO THE CITY OF COEUR D'ALENE, IDAHO, AND WE DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER THE ALLEY AS SHOWN THEREON.

IN WITNESS WHEREOF, WE DO HEREUNTO SET OUR HANDS AND SEALS THIS FIRST DAY OF APRIL, A.D. 1927.

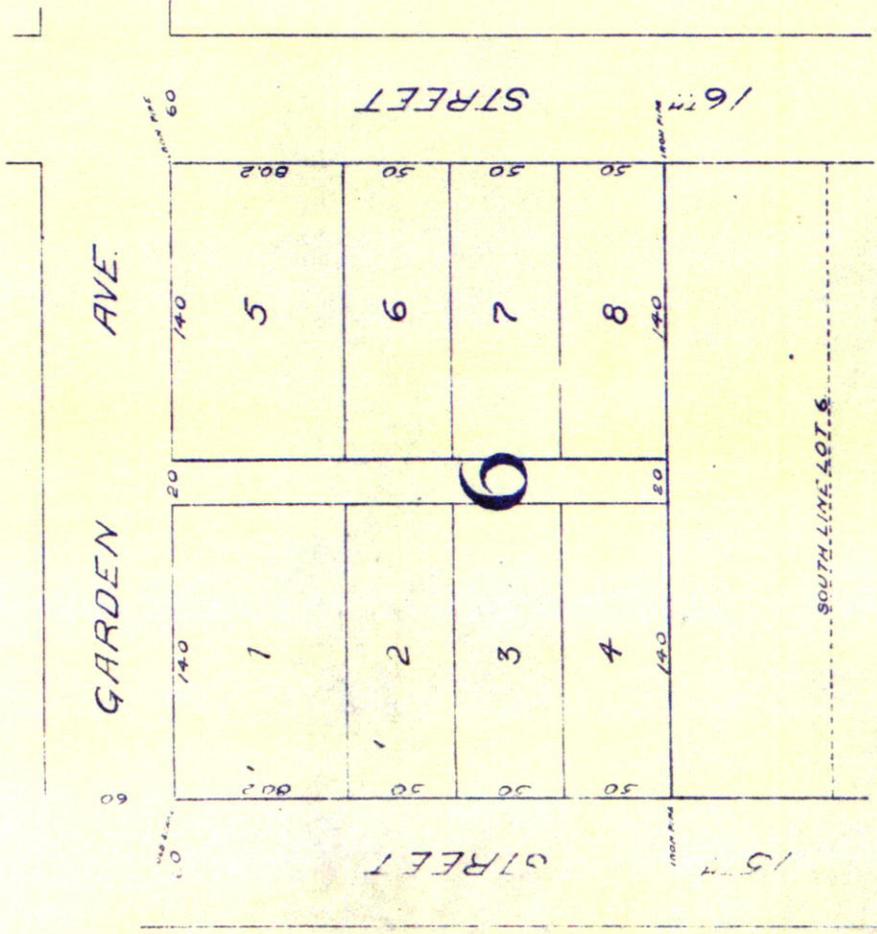
C. A. Secaur
Mary J. Secaur

STATE OF IDAHO SS
 COUNTY OF KOOTENAI

ON THIS 12 DAY OF APRIL A.D. 1927 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED C. A. SECAUR AND MARY A. SECAUR (KNOWING) TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.

GIVEN UNDER MY HAND AND SEAL THIS 12 DAY OF APRIL A.D. 1927

R. G. Dunbar
 NOTARY PUBLIC
 MY COMMISSION EXPIRES FEBRUARY 26, 1928

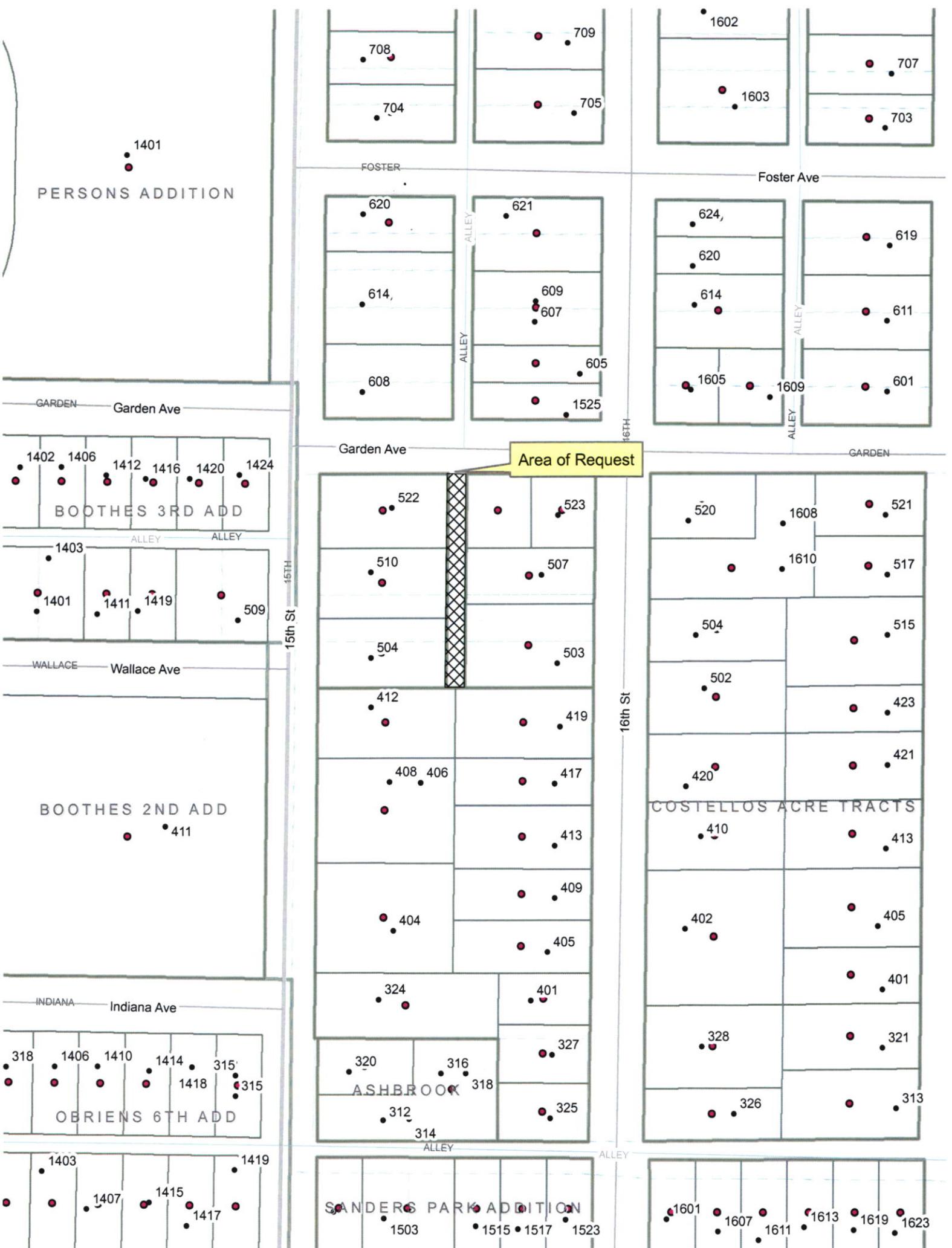


APPROVED AND ACCEPTED THIS 11 DAY OF APRIL, A.D. 1927

W. H. ...
 MAYOR
 CITY CLERK

W. H. ST. J. ...

Bk C Pg 148 S-4



Area of Request

PERSONS ADDITION

BOOTHES 3RD ADD

BOOTHES 2ND ADD

OBRIENS 6TH ADD

SANDERS PARK ADDITION

COSTELLO'S ACRE TRACTS

FOSTER

Foster Ave

GARDEN Garden Ave

Garden Ave

GARDEN

WALLACE Wallace Ave

INDIANA Indiana Ave

ALLEY

ALLEY

ALLEY

ALLEY

15th St

16th St

1401

708

709

1602

707

704

705

1603

703

620

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Area of Request

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ALLEY

ALLEY

1402 1406 1412 1416 1420 1424

1403 1401 1411 1419 509

318 1406 1410 1414 315 1418 315

1403 1407 1415 1417 1419

1503 1515 1517 1523

1601 1607 1611 1613 1619 1623

REQUESTED VACATION ALLEY

0.257 AC	000-003-L 0.299 AC	3	0.257 AC
0.336 AC	000-004-7	4	0.336 AC
150.00	000-004-C 0.250 AC	5	150.00
100.00	000-005-B 0.155 AC	6	100.00
60.00	000-006-B 0.207 AC	7	60.00
85.00	000-006-C 0.327 AC	8	85.00
135.00	000-007-B 0.465 AC	9	135.00
65.00	000-008-B 0.224 AC	10	65.00

115.00	002-001-A 0.129 AC	1	120.00
70.20	002-001-B 0.185 AC	2	65.00
135.20	002-001-C 0.361 AC	3	120.00
67.50	000-002-B 0.232 AC	4	150.00
145.00	000-002-C 0.267 AC	5	145.00
72.50	000-003-B 0.250 AC	6	72.50
145.00	000-003-C 0.250 AC	7	145.00
145.00	000-004-B 0.499 AC	8	145.00
145.00	000-004-C 0.293 AC	9	145.00

140.00	000-001-0 0.158 AC	1	140.00
80.2	000-002-A 0.241 AC	2	80.2
50.00	000-004-A 0.207 AC	3	50.00
75.00	000-006-B 0.258 AC	4	75.00
112.00	000-007-B 0.386 AC	5	112.00
118.00	000-007-C 0.406 AC	6	118.00
57.00	000-007-I 0.196 AC	7	57.00
55.00	000-007-J 0.189 AC	8	55.00
68.00	000-007-K 0.234 AC	9	68.00
50.00	000-007-A 0.172 AC	10	50.00
75.00	000-006-A 0.258 AC	11	75.00
50.00	000-005-B 0.129 AC	12	50.00
80.2	000-005-A 0.129 AC	13	80.2

0.257 AC	003-003-A	3	0.257 AC
0.129 AC	003-005-0	4	0.129 AC
1400.129 AC	003-006-0	5	1400.129 AC
0.321 AC	003-009-A	6	0.321 AC

Secaur's Sub

15TH ST

GARDEN AVE

Costello's

(C-2025) 16TH ST

S Acre Tracts

17TH ST

56 1/4 18-50-3

CITY COUNCIL STAFF REPORT

DATE: January 6, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: V-14-6, Vacation of the Stormwater Easement in the Bellerive plat

DECISION POINT

The applicant, Lake City Engineering, Inc., acting as the representative for Riverstone Waterfront, LLC, is requesting the vacation of a portion of a 20' existing Stormwater Easement located in Block 1 of Lot 1 of the Bellerive plat.

HISTORY

The Stormwater easement on the subject property was originally installed with the Riverstone Plat in 2000 and then kept in place on the Bellerive plat in 2006. The storm drain has been relocated and is no longer in the existing easement. The existing easement encumbers recently created lots in Bellerive 4th & 5th Additions.

The Public Works Committee unanimously approved the action at its regularly scheduled meeting on November 24, 2014 and directed staff to proceed onward for Council action.

FINANCIAL ANALYSIS

There is no financial impact to the City. No additional tax revenue would be generated by the vacation because it is an easement and not property in fee.

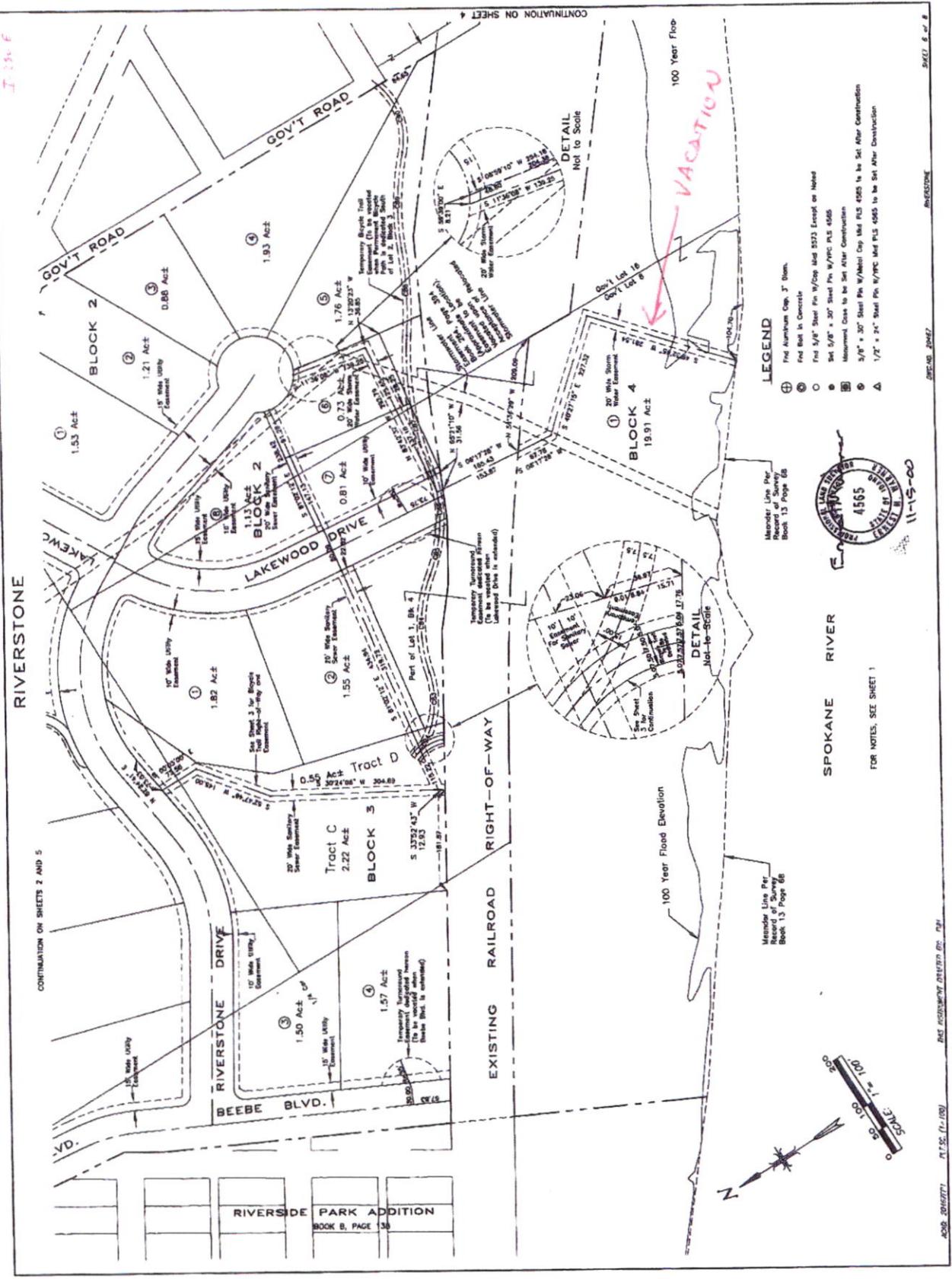
PERFORMANCE ANALYSIS

The easement requested for vacation is being created with another stormwater easement on the Bellerive 4th & 5th Addition Plat (see attached).

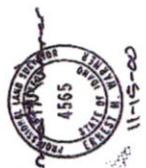
RECOMMENDATION

Staff recommends to the City Council to approve the vacation action per Idaho Code Section 50-1306, and, to vacate the property to the applicant, Lake City Engineering, Inc., acting as the representative for Riverstone Waterfront, LLC.

I 236 F



- LEGEND**
- ⊕ Find Aluminum Cap, 3" Diam.
 - ⊙ Find Mail in Concrete
 - Find 3/4" Steel Pin W/Top Mark 8223 Except on Labels
 - Set 5/8" x 20" Steel Pin W/TPC PLS 4565
 - ⊖ Measured Close to be Set After Construction
 - ⊙ 3/8" x 30" Steel Pin W/Alumil Cap PLS 4565 to be Set After Construction
 - ⊙ 1/2" x 24" Steel Pin W/TPC PLS 4565 to be Set After Construction



SPOKANE RIVER
FOR NOTES, SEE SHEET 1

Remainder Line Per Record of Survey Book 13 Page 66

Remainder Line Per Record of Survey Book 13 Page 66

CONTINUATION ON SHEETS 2 AND 5

CONTINUATION ON SHEET 4

RIVERSIDE PARK ADDITION BOOK B, PAGE 58

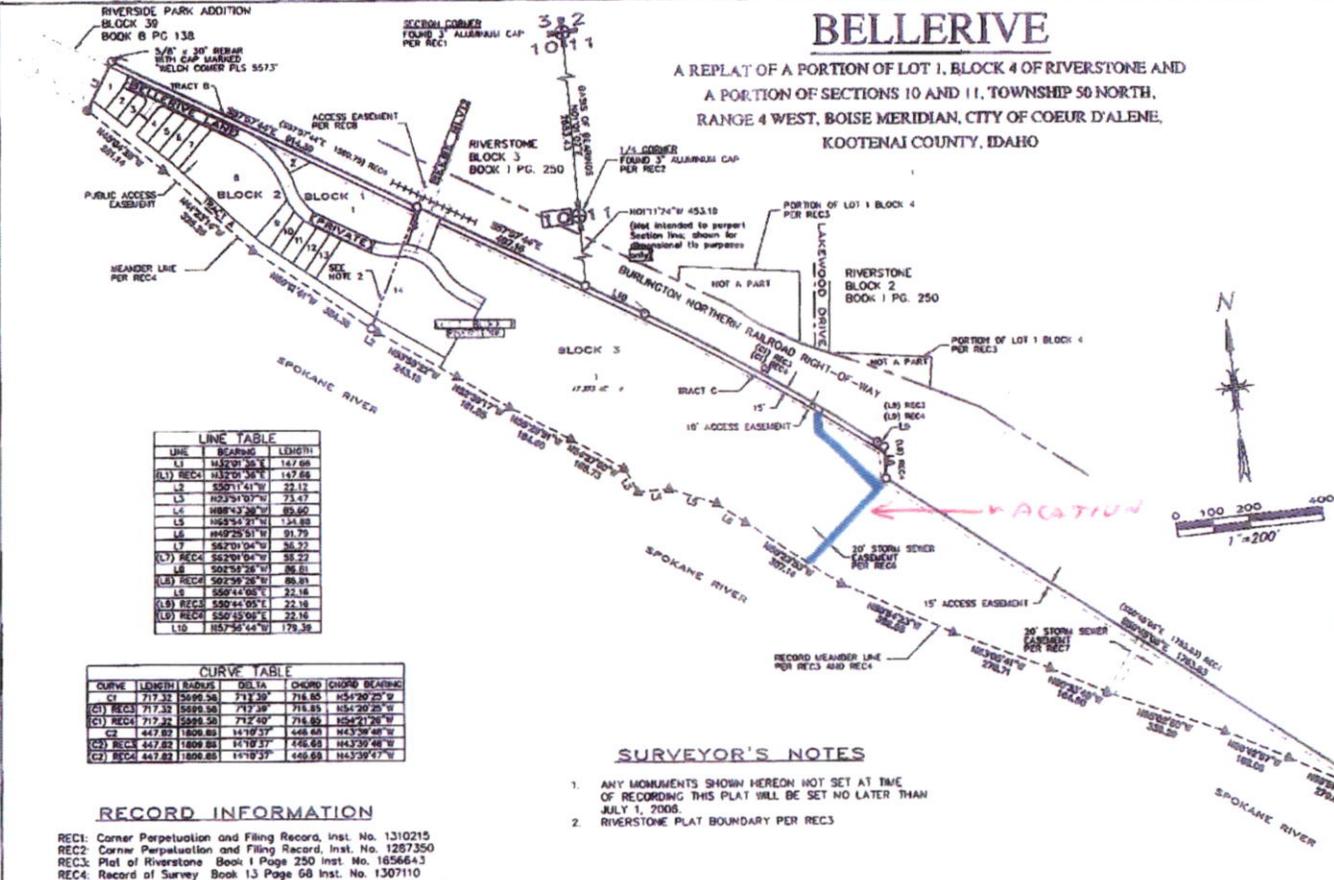
R-25

6/8

BELLERIVE

A REPLAT OF A PORTION OF LOT 1, BLOCK 4 OF RIVERSTONE AND
A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 50 NORTH,
RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

BOOK I PAGE 34
NO. 20058900
STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF: JUB Properties
J-U-B ENGINEERS, INC.
AT 83 MINUTES PAST 2 O'CLOCK P.M.
DATE: 13 day of April 2008
RECORDED: Book 2 Page 20058900
BY: A. M. Hodge DEPUTY REC'D



LINE	BEARING	LENGTH
L1	S42°02'30"E	147.88
(L1) REC4	N42°02'30"E	147.88
L2	S50°11'41"W	22.12
L3	N52°31'07"W	73.47
L4	N88°12'28"W	59.62
L5	N62°54'27"W	134.88
L6	N48°25'51"W	91.79
L7	S62°01'04"W	86.27
(L7) REC4	S62°01'04"W	86.27
L8	S02°59'28"W	86.81
(L8) REC4	S02°59'28"W	86.81
L9	S69°14'06"E	22.18
(L9) REC4	S69°14'06"E	22.18
(L9) REC4	S82°14'05"E	22.18
(L9) REC4	S50°15'00"E	22.18
L10	N57°26'44"W	79.38

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	717.32	5689.58	717.39	716.85	N54°20'22"W
(C1) REC4	717.32	5689.58	717.39	716.85	N54°20'22"W
(C1) REC4	717.32	5689.58	717.49	716.85	N54°21'28"W
C2	447.89	1809.85	1178.37	446.69	N43°39'48"W
(C2) REC4	447.82	1809.85	1178.37	446.69	N43°39'48"W
(C2) REC4	447.82	1809.85	1178.37	446.69	N43°39'47"W

RECORD INFORMATION

REC1: Corner Perpetuation and Filing Record, Inst. No. 1310215
 REC2: Corner Perpetuation and Filing Record, Inst. No. 1287350
 REC3: Plat of Riverstone Book 1 Page 250 Inst. No. 16566+3
 REC4: Record of Survey Book 13 Page 68 Inst. No. 1307110
 REC5: Highway Plans US 95 F-FC-5115(4) Sheets 11 & 13 of 31
 REC6: Grant of Easement Book 264 Page 394 Inst. No. 637297
 REC7: Grant of Easement Book 289 Page 13
 REC8: Easement, Inst. No. 1928950

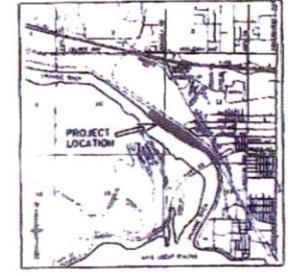
- LEGEND**
- ⊕ Found Aluminum Cap
 - Found 5/8" Steel Pin with Yellow Plastic Cap marked "JUB ENGINEERS PLS 4565," unless otherwise noted
 - Set Steel Pin 5/8" Diameter X 30" Long with Plastic Cap marked "HODGE 8575"
 - ▲ Calculated Point, nothing found or set
 - ++++ Existing Railroad Tracks

SURVEYOR'S NOTES

- ANY MONUMENTS SHOWN HEREON NOT SET AT TIME OF RECORDING THIS PLAT WILL BE SET NO LATER THAN JULY 1, 2008.
- RIVERSTONE PLAT BOUNDARY PER REC3

SURVEYOR'S CERTIFICATE

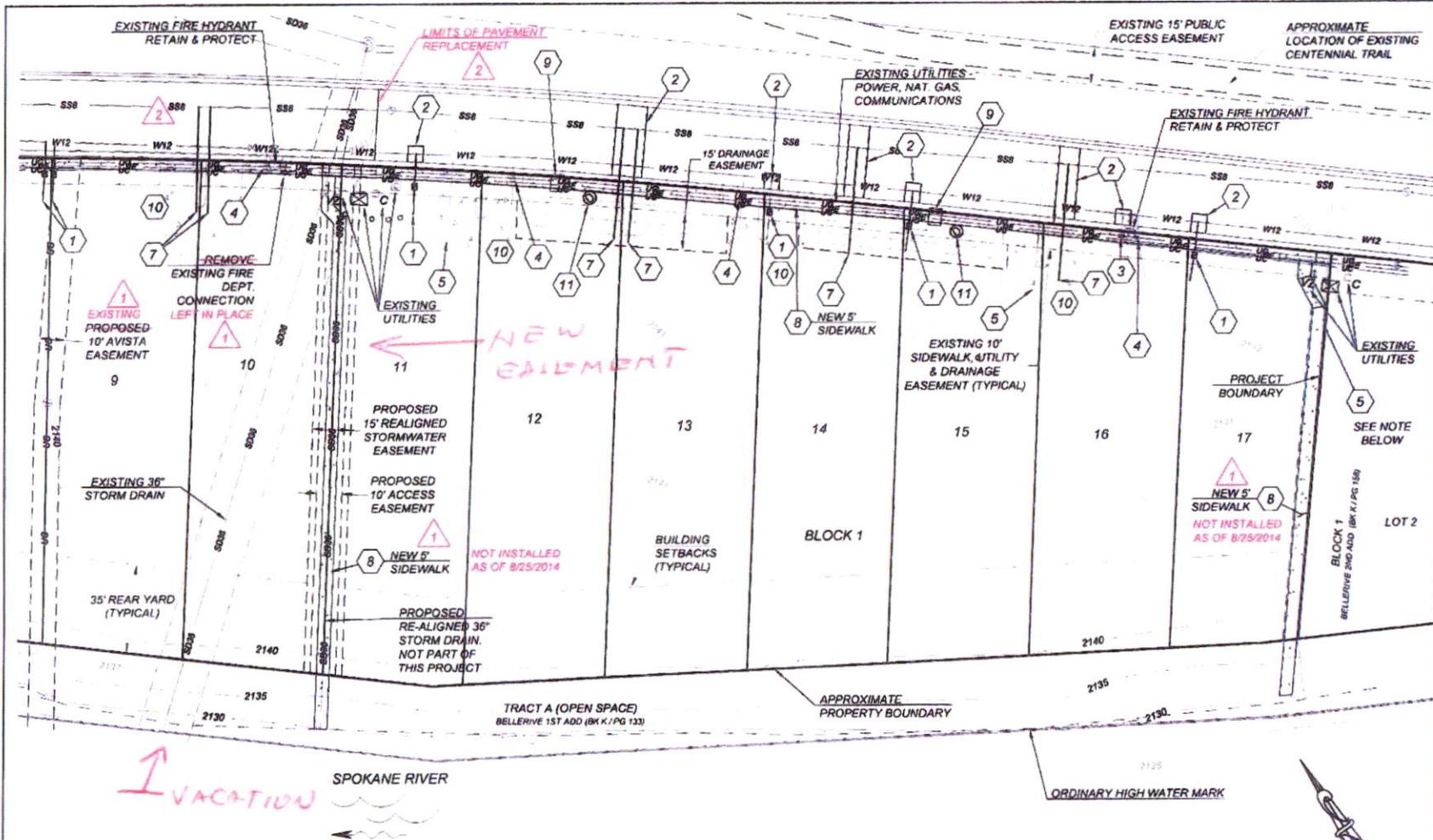
I, RONALD M. HODGE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO NO. 8575, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION



VICINITY MAP
NOT TO SCALE

BASIS OF BEARING
N01°01'02"E WAS ASSUMED ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 11, PER REC3.

FINAL PLAT OF BELLERIVE			
A PORTION OF SECTIONS 10 AND 11 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE KOOTENAI COUNTY, IDAHO			
JUB Engineers - Surveyors - Planners		J-U-B ENGINEERS, INC. 7825 Meadowlark Way Coeur d'Alene, Idaho 83816 Phone: 208.762.8787	
Dwg Name: 080005 final plat phase 1		DATE: MARCH 2008	
DES. RDW		PROJECT NO.: 20058900	
DR. KDT		SHEET 1 OF 4	
CH. GJR			



BELLEVUE FOURTH ADDITION

CONSTRUCTION PLAN
COEUR D'ALENE, IDAHO

- CONSTRUCTION KEY NOTES**
- 1 INSTALL 1" WATER SERVICE PER CITY OF COEUR D'ALENE STANDARD DRAWING W-1
 - 2 TRENCH CUT PAVEMENT REPAIR PER CITY OF COEUR D'ALENE STANDARD DRAWING M-11, TYPE "A" *ENTIRE ROAD SURFACE WAS REMOVED & REPAVED THIS AREA*
 - 3 EXISTING 2" WATER SERVICE TO BE ABANDONED PER CITY OF COEUR D'ALENE WATER DEPARTMENT REQUIREMENTS
 - 4 EXISTING WATER METER; RETAIN & PROTECT
 - 5 EXISTING SANITARY SERVICE. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF SERVICE END AND MARK WITH A NEW 2x4 MARKER BOARD PER CITY OF COEUR D'ALENE STANDARD DRAWING SS-4. EXTEND AS NEEDED.

- 6 EXISTING SANITARY SERVICE TO BE ABANDONED PER CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT REQUIREMENTS
- 7 INSTALL 4" SANITARY SERVICE PER CITY OF COEUR D'ALENE STANDARD DRAWING SS-3
- 8 INSTALL 5" WIDE CONCRETE SIDE WALK PER CITY OF COEUR D'ALENE STANDARD DRAWING C-5
- 9 INSTALL CURB INLET PER CITY OF COEUR D'ALENE STANDARD DRAWING C-10
- 10 FUTURE COMMON DRIVEWAY PER CITY OF COEUR D'ALENE STANDARDS.
- 11 INSTALL DRYWELL & SWALE PER SPECS ON SHEET 5

LOT 17 NOTE
CONTRACTOR TO LOCATE END OF EXISTING SEWER SERVICE AND INSTALL 45° ELBOW AND EXTEND SERVICE MIN. 15' BEYOND PROPOSED WALK.

NOTE
UTILITY INFORMATION SHOWN HEREON IS BASED ON RECORD DRAWINGS PRODUCED BY TAYLOR ENGINEERING AND DATED 7/31/2007

1 RECORD DRAWING INFORMATION JULY 2014

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS BEFORE YOU DIG

DESIGNED BY:	DCD
DRAFTED BY:	GDH
DATE:	9/3/2014
JOB NO:	LCE 13-075.1
SCALE:	1" = 40'
4	5