

**WELCOME**  
To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room

**AGENDA**

**VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when Item H - Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**FEBRUARY 3, 2015**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Pastor Robert Sundquist, from the Christ the King Church

**C. PLEDGE OF ALLEGIANCE**

**D. AMENDMENTS TO THE AGENDA:** Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

**E. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilman or a citizen that one or more items be removed for later discussion.

1. Approval of Council Minutes for January 20, 2015.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for February 9, 2015 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of a Beer/Wine License for Mid City Pub; located at 816 N. 4<sup>th</sup> Street; Thomas and Teresa Capone (New)

**As Recommended by the City Clerk**

*NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.*

5. Approval of a Beer/Wine License for Tesoro; located at 198 W. Ironwood Drive; Rania Dahabreh, Ehab Dahabreh and Mary Munger (Transfer)

**As Recommended by the City Clerk**

**6. Resolution No. 15-005**

- a. Agreement with BBC Consulting, Inc. for the 2015 Housing Needs Assessment and Analysis of Impediments

**As Recommended by General Services**

- b. Donation of surplus handgun holsters to the North Idaho College Patrol Academy

**Recommended by General Services**

- c. Equipment Loan Agreement with Kootenai County Fire and Rescue

**As Recommended by General Services**

- d. Memorandum of Agreement for the 2012 Spokane River Regional Toxics Task Force

**As Recommended by Public Works**

- e. Second Amendment to Lease Agreement with AT&T

**As Recommended by Public Works**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the Consent Calendar as presented, including **Resolution No. 15-005**.

**\*DISCUSSION**

**\*If a Councilman does not do so, ask the City Clerk to list the resolution items**

**\*ROLL CALL: Gookin \_\_; Evans \_\_; Adams \_\_; Miller \_\_; McEvers \_\_.**

**\*Motion carried/failed**

**F. ANNOUNCEMENTS**

1. City Council
2. Mayor

- a. Appointment: Tom Ball to the Urban Forestry Committee

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the appointment of Tom Ball to the Urban Forestry Committee.

**\*DISCUSSION**

All in favor

**\*Motion carried/failed**

3. Administrator's Report - **None**

**G. OTHER BUSINESS**

1. Award of Bid for the purchase of 2 Street Sweepers to Clyde / West

**Staff Report by Tim Martin, Street Superintendent**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve staff to proceed with the purchase of two (2) street sweepers from Clyde / West.

**\*DISCUSSION**

**\*ROLL CALL: Evans \_\_; Adams \_\_; Miller \_\_; McEvers \_\_; Gookin \_\_.**

**\*Motion carried/failed**

All in favor

**\*Motion carried/failed**

**2. ZC-4-14; C-17 to R-3 for 3201 Huetter Road**

- a. Approval of Findings and Order for ZC-4-14, change from C-17 to R-3 at 3201 Huetter Road

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to approve the Findings and Order for ZC-4-14; 3201 Huetter Road C-17 to R-3.

**DISCUSSION**

\*All in favor/opposed

\*Motion carried/failed

- b. **Council Bill 15-1002** –Zoning Designation Ordinance  
**Pursuant to Council Action on December 16, 2014**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to pass the first reading of **Council Bill No. 15-1002**.

**DISCUSSION:**

\*Ask the City Clerk to read the title

ROLL CALL: Adams \_\_; McEvers \_\_; Gookin \_\_; Miller \_\_; Evans \_\_.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to suspend the rules and to adopt **Council Bill No. 15-1002** by its having had one reading by title only.

**DISCUSSION:**

ROLL CALL: Adams \_\_; McEvers \_\_; Gookin \_\_; Miller \_\_; Evans \_\_.

Motion carried/failed.

**H. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**I. EXECUTIVE SESSION:** Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to enter into Executive Session as provided by Idaho Code 67-2345 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

\*Discussion

\*ROLL CALL: McEvers \_\_; Miller \_\_; Gookin \_\_; Evans \_\_; Adams \_\_.

\*Motion carried/failed

**J. ADJOURNMENT:** Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ that there being no other business this meeting be adjourned.

\*All in favor/opposed

\*Motion carried.



# Coeur d'Alene

## CITY COUNCIL MEETING

*February 3, 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

January 20, 2015

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 January 20, 2015 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                      )  
Kiki Miller                      )

Loren Ron Edinger               ) Members of Council Absent  
Amy Evans                        )

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

**INVOCATION:** An invocation was provided by Pastor Ron Hunter from the Church of the Nazarene.

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

**GLASS RECYCLING AWARENESS:** Ben Mello and Melissa Mello provided a presentation regarding the history of their non-profit company and the process of membership in the glass recycling co-op. Ms. Mello stated that approximately 8 million pounds of glass is thrown away in Coeur d'Alene and that glass takes at least one million years to decompose. The company recycles 5,000 pounds of glass each month, which prevents it from going to the land fill. Ms. Mello provided examples of uses for recycled glass. Mr. Mello stated that he has had conversations with city staff in the past but has not had feedback regarding potential uses. Ms. Mello stated that they are willing to give the product away for free and currently have 3 yards of material onsite. She stated that they would love to see a city sidewalk pilot project utilize the material. Councilmember Gookin asked who utilizes the product currently. Mr. Mello stated that mostly landscapers and painters have used the product and that the Boy Scouts have used it for traction bags. They currently have a waiting list to join the co-op; however, they encouraged people to contact them to be placed on the waiting list.

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

- a. Approval of Council Minutes for January 6, 2015.
- b. Approval of Bills as Submitted.

- c. Setting of General Services and Public Works Committees meetings for January 26, 2015 at 12:00 noon and 4:00 p.m. respectively.
- d. **Resolution No. 15-004:** 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 CONTRACT WITH WESTERN STATES EQUIPMENT FOR A 50,000 POUND DOVETAIL TRAILER; APPROVING A PURCHASE OF DRAINAGE UTILITY SERVICE TRUCK FROM DAVE SMITH MOTORS; APPROVING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH ST. VINCENT DE PAUL OF NORTH IDAHO FOR PROPERTY LOCATED AT 106 HOMESTEAD; AND APPROVING AN AGREEMENT WITH J.U.B. ENGINEERS FOR ENVIRONMENTAL REVIEW OF BNSF RIGHT-OF-WAY

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

**COUNCIL ANNOUNCEMENTS:**

Councilmember Miller stated that she is serving on the Vision 2030 Board. The Board is intended to have membership throughout the community. They are currently reviewing accomplishments and future projects. She will continue to update the community as progress is made.

Councilmember McEvers reminded citizens to spay and neuter their pets. He also wished his wife a happy anniversary.

Councilmember Gookin welcomed the High School students in the audience and explained the consent calendar.

Mayor Widmyer asked for confirmation of the appointment of Colleen Krajack to the Personnel Appeals Board.

**MOTION:** Motion by Gookin, seconded by Miller to approve the appointment of Colleen Krajack to the Personnel Appeals Board. **Motion Carried.**

**COUNCIL BILL NO. 15-1000  
ORDINANCE NO. 3500**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A DEDICATED ALLEY FROM THE SECAUR'S SUBDIVISION OF TRACT 6 COSTELLO'S ACRE TRACTS, RECORDED IN BOOK "C" OF PLATS, PAGE 148, RECORDS OF KOOTENAI COUNTY, IDAHO, SITUATED IN THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO; GENERALLY DESCRIBED AS THE TWENTY FOOT (20') WIDE ALLEY LYING SOUTH OF GARDEN AVENUE BETWEEN LOTS 1-4, AND, LOTS 5-8 OF SAID SUBDIVISION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE;

AND, PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

**MOTION:** Motion by McEvers, seconded by Gookin, to pass the first reading of **Council Bill No. 15-1000**.

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

**MOTION:** Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 15-1000** by its having had one reading by title only.

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

**COUNCIL BILL NO. 15-1001  
ORDINANCE NO. 3501**

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A STORM SEWER EASEMENT IN THE BELLERIVE PLAT SUBDIVISION, RECORDED IN BOOK "J" OF PLATS, PAGE 311, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS A TWENTY FOOT WIDE STORM SEWER EASEMENT LYING IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; 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 Miller, to pass the first reading of **Council Bill No. 15-1001**.

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

**MOTION:** Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt **Council Bill 15-1001** by its having had one reading by title only.

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

**PUBLIC COMMENTS:**

Deanna Goodlander, Coeur d'Alene, expressed concern regarding the removal of parking at Independence Point. She stated that this is one of the last disabled parking areas to be able to view the lake from a parked vehicle. The Dike Road has views of the river and Lakeshore Drive has no parking. She reiterated that Independence point is the last area to view down the lake from a parked car and felt the area could be attractive even with half the parking remaining. She encouraged the Council to take a strong look at that location for protection of accessible parking.



**MOTION:** Motion by Gookin, seconded by Adams to enter into Executive Session as provided by Idaho Code 67-2345 § (c) to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency and § (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

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

The City Council entered into Executive Session at 6:30 p.m. Those present were the Mayor, City Council, City Administrator, City Attorney, Assistant Water Superintendent, and Assistant City Attorney. Council returned to regular session at 7:45 p.m.

**ADJOURN:** Motion by Adams, seconded by McEvers that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 7:45 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 5000  
 Rec No 150203  
 Date 1-30-15  
 Date to City Council: 2-3-15  
 Reg No. \_\_\_\_\_  
 License No. \_\_\_\_\_  
 Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_  
**Check the ONE box that applies:**

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise <input checked="" type="checkbox"/> yes <input type="checkbox"/> no Transfer from <u>Bo Jacks</u> to <u>Mid City Pub</u>	\$          <u>5000</u>

Business Name	<u>Mid City Pub</u>
Business Mailing Address	<u>819 E. St. Maries Ave</u>
City, State, Zip	<u>Cda, Id. 83814</u>
Business Physical Address	<u>816 N. 4th St.</u>
City, State, Zip	<u>Cda, Id. 83814</u>
Business Contact	Business Telephone: _____ Fax: _____ Email address: <u>teresa@caponespub.com</u>
License Applicant	<u>T &amp; T Enterprises, Inc</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Thomas Capone</u> <u>Teresa J Capone</u>

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

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

[Office Use Only] Amt Pd \_\_\_\_\_  
Rec No \_\_\_\_\_  
Date \_\_\_\_\_  
Date to City Council: \_\_\_\_\_  
Reg No. \_\_\_\_\_  
License No. \_\_\_\_\_  
Rv \_\_\_\_\_

Date that you would like to begin alcohol service \_\_\_\_\_

**Check the ONE box that applies:**

	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from Tesoro Refining to S&S Petroleum, Inc.	\$ 37.50

<b>Business Name</b>	2 Go Tesoro #62503	
<b>Business Mailing Address</b>	11232 120 <sup>th</sup> Ave. NE, Suite 202	
<b>City, State, Zip</b>	Kirkland, WA 98033	
<b>Business Physical Address</b>	198 W. Ironwood Drive	
<b>City, State, Zip</b>	Coeur d'Alene, ID 83814	
<b>Business Contact</b>	Business Telephone : 425-828-7776	Fax:
	Email address: Rania@sspetro.com	
<b>License Applicant</b>	S&S Petroleum, Inc.	
<b>If Corporation, partnership, LLC etc. List all members/officers</b>	Rania Dahabreh - Director and President Ehab Dahabreh - Director, Vice President and Secretary Mary Munger - General Manager	

RESOLUTION NO. 15-005

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 AGREEMENT WITH BBC CONSULTING, INC. FOR THE 2015 HOUSING NEEDS ASSESSMENT AND ANALYSIS OF IMPEDIMENTS; APPROVING THE DONATION OF SURPLUS HANDGUN HOLSTERS TO THE NORTH IDAHO COLLEGE PATROL ACADEMY; APPROVING AN EQUIPMENT LOAN AGREEMENT WITH KOOTENAI COUNTY FIRE AND RESCUE; APPROVING A MEMORANDUM OF AGREEMENT FOR THE 2012 SPOKANE RIVER REGIONAL TOXIC TASK FORCE; AND APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT WITH AT&T.

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

- A) Approving an Agreement with BBC Consulting, Inc. for the 2015 Housing Needs Assessment and Analysis of Impediments;
- B) Approving the Donation of Surplus Handgun Holsters to the North Idaho College Patrol Academy;
- C) Approving an Equipment Loan Agreement with Kootenai County Fire and Rescue;
- D) Approving a Memorandum of Agreement for the 2012 Spokane River Regional Toxic Task Force;
- E) Approving a Second Amendment to Lease Agreement with AT&T;

AND;

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

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

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

DATED this 3<sup>rd</sup> day of February, 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  
MEMORANDUM**

DATE: JANUARY 20, 2015

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: AGREEMENT WITH BBC RESEARCH AND CONSULTING, INC. FOR A HOUSING NEEDS ASSESSMENT AND ANALYSIS TO IMPEDIMENTS TO FAIR HOUSING

---

**DECISION POINT:** To approve an agreement with BBC Research and Consulting, Inc. for professional services for a 2015 Housing Needs Assessment and Analysis of Impediments to Fair Housing.

**HISTORY:** In October 2014 the City published a request for proposals (RFP) for professional services to conduct a Housing Needs Assessment and Analysis of impediments to fair housing. Two proposals were received and reviewed by staff and a member of the Ad Hoc Committee, with BBC Research and Consulting, Inc. being recommended for the professional services. After additional negotiations with BBC Consulting, staff recommends entering in to the attached agreement for services. The housing needs assessment is a valuable document in determining citywide goals for use of the Community Development Block Grant (CDBG) funds, as well as, providing the City with a clear housing needs picture. The analysis of impediments is a requirement of CDBG funding, and should be completed every 3-5 years.

**FINANCIAL ANALYSIS:** CDBG administration funds will be utilized to pay the contract cost of \$35,000.00. Some funds will be moved from the sidewalk line item to cover the cost of the Agreement for services, as the sidewalk project will not be completed this year.

**PERFORMANCE ANALYSIS:** Approving this contract will allow BBC Research and Consulting, Inc. to move forward with their research and provide a finalized document by June 30, 2015.

**DECISION POINT/RECOMMENDATION:** To approve an agreement with BBC Research and Consulting, Inc. for professional services for a 2015 Housing Needs Assessment and Analysis of Impediments to Fair Housing.

CONTRACT AGREEMENT

BETWEEN

CITY OF COEUR D'ALENE  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

AND

BBC RESEARCH & CONSULTING  
1999 Broadway, Suite 2200  
Denver, CO 80202-9750

THIS AGREEMENT is entered into this 3<sup>rd</sup> day of February, 2015 between the City of Coeur d'Alene (the City) and BBC Research and Consulting (BBC).

WHEREAS, the City desires to retain the services of BBC to perform the 2015 Housing Needs Assessment and Analysis of Impediments to Fair Housing for the City of Coeur d'Alene, and

WHEREAS, the City has determined BBC is capable of performing and agrees to perform these services, so therefore, the City and BBC mutually agree as follows:

ARTICLE I. RETENTION

- 1.1 The City hereby retains BBC to perform the duties identified in the Scope of Services, which is hereby incorporated into and made a part of this Agreement as Exhibit "A." The project manager on behalf of the City will be Renata McLeod, Project Coordinator, and the project managers on behalf of BBC will be Heidi Aggeler, Director, and Mollie Fitzpatrick, Associate.

ARTICLE II. COMPENSATION

- 2.1 Total compensation to BBC for completion of the services provided in Exhibit "A" will be Forty-five Thousand (\$45,000.00).

ARTICLE III. TERM AND TERMINATION

- 3.1 This Agreement shall commence on, February 3, 2015 and end on June 30, 2015.
- 3.2 This Agreement may be terminated by either party if both parties agree the continuance of this project would not produce beneficial results commensurate with the further expenditure of funds.
- 3.3 This Agreement may be terminated by the City upon 30-day written notification, for any reason. BBC shall be entitled to compensation for any satisfactory work completed on such documents or other materials that were completed to the satisfaction of the City.

Upon termination any completed documents or materials associated with the project will become property of the City.

- 3.4 This Agreement may be terminated by BBC upon a 30-day written notice if BBC determines it cannot for any reason fulfill the terms of the contract set forth in this Agreement.

#### ARTICLE IV. GENERAL TERMS AND CONDITIONS

- 4.1 BBC shall be responsible for retaining employees required by BBC to perform the services under this Agreement, shall maintain a current policy of workers' compensation insurance or such other workers' compensation coverage as required by law. BBC shall maintain other employee benefits as required by law for BBC's employees. At the request of the City, BBC shall provide evidence of any such coverage.
- 4.2 BBC represents and warrants to the City, that this Agreement has been duly authorized, executed and delivered by BBC and constitutes the binding agreement of the City, enforceable against BBC in accordance with its terms.
- 4.3 This Agreement supersedes all prior understanding and Agreements of the parties and contains the entire Agreement of the parties. This Agreement may not be amended except by written amendment signed by both parties, nor may any rights be waived except by an instrument in writing signed by the party charged by such waiver.
- 4.4 This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.
- 4.5 This Agreement shall be binding and inure to the benefit of the respective parties hereto and their successors, heirs, assigns, executors, administrators and legal representatives.

#### ARTICLE V. COMMUNICATION

- 5.1 All notices, and correspondence to the City associated with this Agreement will be directed to :

Renata McLeod  
Municipal Services Director  
City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, Idaho 83814

All notices and correspondence to BBC associated with this Agreement will be directed to :

Heidi Aggeler  
Director  
BBC Research and Consulting  
1999 Broadway, Suite 2200  
Denver, CO 80202-9750



This Agreement shall be executed simultaneously in duplicate originals, each which shall be deemed an original Agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the day first written above.

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

**BBC Research and Consulting**

**By:** \_\_\_\_\_  
**Steve Widmyer, Mayor**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Renata McLeod, City Clerk**

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 3<sup>rd</sup> day of February, 2015, before me, a Notary Public, personally appeared **Steve Widmyer** and Renata McLeod, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

\*\*\*\*\*

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of February, 2015, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **BBC Research and Consulting**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

# Scope of Work

## Project Understanding

The City of Coeur d'Alene desires to conduct a housing needs assessment (HNA) to better understand key housing issues with an emphasis on unmet demand both now and over the next 5, 10 and 15 years. In the broadest terms, this study will compile and analyze a variety of housing statistics and trends to develop a "blueprint" of housing resources and needs that can inform local housing policy, Consolidated Planning and fair housing efforts. The report should also serve to meet HUD requirements for the city's AI.

## Project Approach

The following tasks outline BBC's proposed work scope.

The tasks described below are organized around the two distinct phases of the scope—the HNA and the AI. Tasks one, two and three lay groundwork for both the HNA and the AI; tasks four and five focus directly on the HNA; and task 6 is specific to the AI scope:

- Task 1—Project initiation meeting
- Task 2—Housing market data collection and analysis
- Task 3—Public participation
- Task 4—HNA findings and recommendations
- Task 5—Fair housing analysis
- Task 6—Reports and presentations

**Task 1—Project initiation meeting.** BBC team members will hold a conference call with the City of Coeur d'Alene to discuss completion of the HNA and AI. The call will clarify items in the work scope, as needed, and discuss how to communicate with the project manager during the study (e.g., biweekly conference calls).

BBC will present the data to be used for the study, discuss data and information available from the city and stakeholders and review any foreseeable challenges. Finally, BBC will work with city staff in this meeting to identify individuals to be included as part of the key person interview process and discuss the overall strategy for public involvement.

***Timeline:** The project initiation meeting could take place immediately following contract agreement. For the sake of this proposal BBC assumes the project would begin in February 2015; however, the proposed timeline is flexible to accommodate client needs.*

**Task 2—Housing market data collection and analysis.** After the project initiation meeting, BBC will begin the data collection and analysis phase of the project immediately. The data collected and analyzed will include demographic, economic and employment profiles of Coeur d'Alene residents as well as an assessment of the city's existing housing stock in terms of price, condition

and location. In order to provide context, BBC will incorporate comparative statistics from the region, state and other peer communities as relevant.

Data sources for this task include but are not limited to the following:

- 2010 Census data and the 2013 American Community Survey (ACS) which provide the most comprehensive demographic and housing market data. Where appropriate, BBC will include data from the 2000 Census and/or the 2005 ACS to illustrate socioeconomic and housing market trends.
- Multi-List Service (MLS) data on Coeur d'Alene's for-sale housing stock (and surrounding communities', as available) to assess price and characteristics of available and recently sold properties.
- Rental data from newspapers and website listings of available rental units, through surveys of property owners and managers and using ACS cost distribution.
- Data on assisted housing; including housing developed through federal, state and local housing programs.
- For employment data, BBC will use labor market information data as well as regional data from the Bureau of Labor Statistics.

Analysis of the data described above would provide an overview of Coeur d'Alene's housing market dynamics in terms of quantity, quality, affordability and needs. BBC would also conduct a gaps analysis and evaluate the social and economic impacts of housing (described below).

**Gaps analysis.** In the gaps analysis BBC compares housing supply to demand and eligibility as measured through household incomes. This analysis would pinpoint the greatest areas of "mismatch" between housing supply and demand across all income levels within the city and would help to identify and develop strategies for balancing the city's housing market according to expressed need and city goals. The gaps analysis would be the basis for our needs forecasts using 5, 10 and 15 year growth projections of housing needs by demographic group and type.

**Social and economic impacts of housing.** In addition to raw housing metrics, BBC will explore the impact of housing on other community indicators (e.g. workforce and economic development) and discuss potential impacts of affordable development on the broader market rate rental market. In discussing the economic impact of housing BBC will rely on current academic literature. If desired, BBC will calculate the social impact of the city's investments in housing, using similar methodology as the Social Impact Calculator developed by the Low Income Investment Fund (see <http://www.liifund.org/calculator/>). BBC will use Coeur d'Alene-specific variables, as available, and link the impact outcomes with the city's housing development activities.

The data collected for this task would support Part One of the RFP Project Components and would inform the findings and recommendations discussed in Task 5.

**Timeline:** Data collection and analysis would take approximately two months to complete. BBC will conduct this task during February and March. The gaps analysis and impacts analysis would be the final component of this task and would occur in March.

**Task 3—Public participation.** The recommended public participation process involves key person interviews, two stakeholder focus groups, two public meetings and an online survey.

**Key person interviews (12-15).** These in-depth interviews will be focused on individuals and organizations with a deep understanding of affordable and fair housing needs in Coeur d’Alene and for organizations from which we need to collect specific data and information (e.g., the Public Housing Authority). The BBC team will work with the city to identify organizations and individuals to participate in these in-depth interviews. BBC will conduct interviews with elected officials; directors and staff from housing and social service organizations; staff from relevant city agencies and departments; and a sample of employers, real estate professionals and lenders.

In our interviews with employers, BBC will collect information on their perceived impacts of adequate housing on employment and economic development, and their ease of finding appropriately educated and trained employees. BBC will also ask about their plans to expand and/or move operations. In interviews with stakeholders and city staff BBC will also test recommendations from the 2006 study—what has worked, what has been challenging and are there programs/policies/initiatives that are missing and needed to address current needs. Finally, BBC will explore zoning and land use challenges for housing development.

**Stakeholder focus groups (2).** The two stakeholder focus groups, including one with the development community and one with stakeholders serving low to moderate income residents and special needs populations, would explore in depth stakeholder perceptions of needs, priorities, and solutions. BBC will include all of the City’s current and past CDBG grantees and applicants to participate in the service provider focus group. BBC will make every effort to ensure that all organizations desiring to provide input have the opportunity to participate. BBC will work with the city to identify participants for the development community focus group. Additionally, the session will include developers of affordable housing, representatives of the lending community, and real estate professionals. These meetings will allow stakeholders to explore needs, priorities and solutions in depth.

**Public meetings (2).** BBC will conduct two public forums to gather public perceptions of housing needs. The forums will serve to test housing preferences to ensure that the housing gaps and needs identified through the data analysis are correct, and help build solutions for meeting the housing needs. BBC will facilitate the forums and provide all forum materials. BBC will ask for the city’s assistance in scheduling the forums.

**Resident survey.** BBC will design an online survey for review by staff. It is anticipated that the online survey will fill gaps in publicly available data by assessing housing preferences and needs from the perspective of local residents. The survey will complement the focus groups and public meetings by providing a forum to explore housing issues in a more rigorous manner and with a broader audience.

**Timeline:** BBC will refine the public participation strategy after the project initiation meeting and develop a community input strategy and draft survey instrument for the city to review within two weeks of the project kickoff. Once approved, BBC will circulate the survey and schedule the public meetings, focus groups and interviews.

**Task 4—HNA findings and recommendations.** Following the quantitative and qualitative analyses conducted in Tasks 1 through 4, BBC will summarize perceived barriers and assets, analyze the impact of housing cost burden on households and businesses and project housing gaps (5, 10 and 15 years) to identify the key housing needs for Coeur d’Alene’s current and future residents. The needs would be quantifiable, by income category and special needs population (e.g., homeless, persons with disabilities).

Based on those needs, BBC will craft a set of proposed strategies to help the city address needs and provide adequate housing supply in the framework of creating an economically vibrant and healthy, livable community. Recommendations should focus on:

- Specific locations for workforce/community housing and complementary mixed-used development;
- Development tools (e.g., infill, multifamily, mixed-use);
- Financing tools available (e.g., TIF, Tax Credit/HOME); and
- Strategies for building local involvement and support for a range of housing development options.

Task 5 satisfies Part Three of the RFP Project Components.

**Timeline:** BBC will conduct this task in May and June, as part of preparation of the draft report.

**Task 5—Fair housing analysis.** Upon confirmation of HUD submission requirements and the proposed new rule related to the Assessment of Fair Housing electronic tool (AFH), the approach to the AI would be to conduct the analysis in conformance with what is believed to be the new AFH requirements. However, if HUD provides an alternate direction or issues regulations related to the scope of AIs during the completion of this project, the scope, timeline and budget may need to be reconsidered to ensure that HUD’s expectations are met. The AI should be a stand-alone document, separate from the HNA.

The following scope proposes an approach in conformance with what is believed to be the new AFH requirements.

- **Protected class concentration and access to opportunity.** BBC will combine analysis and mapping of the data from Task 2 with the data available in HUD’s Assessment of Fair Housing electronic tool (AFH) to complete the quantitative analysis required for the city AI. This task will include maps showing concentrations of minority populations, RCAP/ECAPs, persons living in poverty and persons with disability. The analysis will reflect HUD’s focus on access to opportunity and would incorporate mapping and data analysis of protected class exposure to community assets and stressors (e.g., school quality, economic opportunity, and transit access).

- **Public policy review.** BBC will also conduct a policy and practice review to evaluate fair housing activity; land use, zoning and residential development policies; public housing activities; and any other key areas brought to our attention through stakeholder consultation (e.g. NIMBYism/neighborhood resistance to housing, real estate agent steering, development approval policies).
- **Fair lending analysis.** This will include a review of Home Mortgage Disclosure Act (HMDA) data to identify fair lending concerns and groups or neighborhoods with limited access to residential capital.
- **Complaint and legal analysis.** This task will inform the Fair Housing Environment requirement of the AI. BBC will analyze databases obtained from HUD of complaints from city residents or alleged violations of the Fair Housing Act. BBC will also analyze all recent and current lawsuits related to the Fair Housing Act and violations of the Americans with Disabilities Act.
- **Public process.** The AI will incorporate a robust stakeholder and public participation process (see Task 3).

*Timeline: Information for this analysis will be collected throughout the project. Data analysis, opportunity mapping, policy review, fair lending and complaint and legal analyses would be conducted in April and May. Timeline for the AI deliverable assumes the Region 10 HUD office affirms the proposed approach.*

**Task 6—Reports and presentations.** The full draft report will synthesize Tasks 1 through 5 to characterize the city’s population, economy and housing market; to identify the city’s top housing needs; and recommend practical solutions for addressing the city’s existing and projected housing needs. The report will also satisfy HUD requirements for the submission of Coeur d’Alene’s AI. The HNA report document would follow the structure outlined in the RFP. The AI will be a stand-alone report for submission to HUD.

BBC will provide the city a draft report in electronic form approximately five months after the project initiation meeting. The city will have two weeks to review the report, after which BBC will make suggested changes and produce a final report. As requested in the RFP, five review copies will be provided prior to the final review and 20 finished copies of the final report would be provided along with an electronic version.

Heidi Aggeler and/or Mollie Fitzpatrick will travel to Coeur d’Alene to present the study’s findings to an audience of the City’s choice.

*Timeline: BBC will submit a draft report to the city on or before June 30, 2015. As specified above, the city will have two weeks to review the report after which BBC will have two weeks to make suggested changes and produce a final report. The draft and final deliverables would include two separate reports: 1) the Housing Needs Assessment (including the neighborhood data sheets); and 2) the Analysis of Impediments for Fair Housing Choice. Timeline for the AI deliverable assumes the Region 10 HUD office affirms the proposed approach.*

## **Client Involvement**

The following involvement from the city will be needed to complete the proposed work scope:

- Review of public process materials including focus group scripts, survey questions and key person interview strategy;
- Identification of key persons to be interviewed and stakeholders to include in focus groups;
- Assistance in focus group and public meeting logistics (e.g., identifying locations, providing translators, and providing child care);
- Assistance in identifying the peer areas to use for comparative analyses in Task 2;
- Collection of planning documents and maps showing proposed development areas;
- Collection of building permit information;
- Assistance contacting real estate professionals who could provide MLS and rental data;
- Assistance in identifying providers of social service and housing programs, including emergency shelters and transitional housing;
- Access to any internal projections of population and employment growth; and
- Review of the draft and final report, including a two week review period in which the city would read and comment on the report, after which BBC would have two weeks to make changes and finalize the report.



CITY COUNCIL  
STAFF REPORT

DATE: February 3, 2015

FROM: Lee White  
Chief of Police

SUBJECT: Donation of used handgun holsters to North Idaho College- Basic Patrol Academy

---

**Decision Point:** The Police Department is seeking approval to donate 15 surplus Blackhawk handgun holsters to the North Idaho College's Basic Patrol Academy.

**History:** The Police Department recently transitioned from Blackhawk (CDJ 1100) holsters to an upgraded Tactical Design Labs holster which allows for better weapon retention and support of a handgun-mounted flashlight. The department currently has over 70 used Blackhawk holsters. The majority of the old holsters will be retained for training purposes; however, the remaining holsters are surplus. The City has an excellent relationship with North Idaho College and this donation would be of great benefit to the Basic Patrol Academy at the College.

**Financial Analysis:** These holsters have very little market value as used items.

**Performance Analysis:** These are surplus items that cannot be utilized by any other City department. The Police Department will retain an adequate supply for training purposes.

**Decision Point:** The City of Coeur d'Alene should donate 15 surplus handgun holsters to the North Idaho College's Basic Patrol Academy.

## GENERAL SERVICES COMMITTEE

Date: January 21, 2015

From: Kenneth G. Gabriel, Fire Chief

Re: Equipment Loan Agreement with Kootenai County Fire & Rescue

---

**DECISION POINT:** Should Council allow the Fire Department to enter into a loan agreement with Kootenai County Fire & Rescue (KCFR) for the use of four Motorola radios?

**HISTORY:** The Fire Department is now part of the joint S.W.A.T. team with our P.D. and Kootenai County Sheriff's Office. As with any specialty team communications plays a major role with this. We need to equip all four of our members who are on the team with communication equipment that can be programmed to the same channels of the S.W.A.T. team.

**FINANCIAL ANALYSIS:** We do not have four extra radios for this nor have we budgeted for the \$20,000 to purchase these. KCFR has a number of radios that can be used for this task. The agreement will only cost the City if we lose, break, or damage the radios.

**PERFORMANCE ANALYSIS:** As stated above, these radios are a vital part of team members equipment. They are a life line to other members in case things go wrong or if necessary information needs to be passed on. We are also very lucky that our neighboring department is willing to help us with these radios.

**DECISION POINT/RECOMMENDATION:** For Council to allow the Fire Department to enter into a loan agreement with KCFR for the use of four Motorola radios.

## Equipment Loan Agreement

Kootenai County Fire & Rescue & City of Coeur d'Alene Fire Department

Kootenai County Fire & Rescue, (hereafter referred to as KCFR) agrees to lend to the City of Coeur d'Alene Fire Department, (hereafter referred to as THE CITY) the items listed below (hereafter referred to as EQUIPMENT):

Motorola Astro XTS-2500 Model II 700MHz Portable Radios  
Serial Numbers: 205CHV1955; 205CHV1956; 205CHV1957; and 205CJT3773

1) No Warranty of Fitness. THE CITY acknowledges that the EQUIPMENT is not new, and understands and agrees that KCFR makes no warranty or statement of any kind as to the condition, fitness, suitability to any purpose, soundness, safety, usefulness, compliance with any federal, state, or local law, rule or regulation, or any other statement about the EQUIPMENT or its use. THE CITY acknowledges that said EQUIPMENT may have been modified from the manufacturer's original design, whether by intent or not, and that THE CITY should not and will not rely on knowledge of similar products in evaluating said EQUIPMENT.

THE CITY accepts the EQUIPMENT, in its present condition, without qualification.

2) Indemnity Agreement. To the fullest extent permitted by Law, THE CITY will defend, indemnify and hold harmless Kootenai County Fire & Rescue, its commissioners, officers, directors, employees, agents and assigns from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the use of the loaned EQUIPMENT and including the performance of its operations or services, or any act, omission, claim or loss of any of its employees, agents, volunteers, participants, guests or any other party they are responsible for, in connection with the EQUIPMENT, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

3) Replacement Requirements. THE CITY agrees that it will replace any lost or damaged EQUIPMENT without deduction for any wear or tear, new for old. If the EQUIPMENT is no longer replaceable due to obsolescence, THE CITY agrees that they will replace the EQUIPMENT with the current equivalent of the EQUIPMENT or better.

4) Duration of the Loan Agreement. The EQUIPMENT will be loaned to THE CITY on or about February 1, 2015. THE CITY agrees that KCFR may request the return of the EQUIPMENT at any time, for any reason or no reason, with thirty (30) days' notice, and that THE CITY will return all of the EQUIPMENT promptly within thirty (30) days.

If the EQUIPMENT is not returned by the date stipulated above, or the EQUIPMENT is not returned promptly upon request, THE CITY agrees that it will reimburse KCFR for any expense that KCFR may incur in securing substitute EQUIPMENT, whether by rental or purchase, and THE CITY will still be obligated to return the loaned EQUIPMENT.

5) Licensing. THE CITY agrees that it will not violate any licensing terms, or any other restrictions on the use of the EQUIPMENT. THE CITY acknowledges and agrees that it is responsible to know and understand all terms of use, and that to the fullest extent allowed by law it will indemnify, defend and hold harmless KCFR for any violation of such terms, regardless of whether it is insured for such claims or not.

6) Subscriber Fees: It is understood that KCFR is not currently utilizing the EQUIPMENT and therefore does not pay subscriber fees for the same. THE CITY agrees that it will notify the appropriate agency of its use of the EQUIPMENT and pay all required subscriber fees directly to Kootenai County.

7) Condition of the EQUIPMENT. THE CITY agrees that it will return the EQUIPMENT in the same condition that it was in when it left KCFR, ordinary wear and tear not excepted. If THE CITY needs to repair or replace any EQUIPMENT during the course of its use, it will do so at its own expense, and will be obligated to return the EQUIPMENT to KCFR at the end of the agreement. If KCFR determines that the EQUIPMENT is not in the same or better condition than it was when it left KCFR, it may repair or replace any piece or part of the EQUIPMENT and THE CITY will pay the cost upon receipt of a bona fide invoice.

8) Entire Agreement. This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties.

9) Notice. All communication regarding the subject of this Loan Agreement shall be between:

Warren Merritt, Fire Chief  
Kootenai County Fire & Rescue  
1590 E. Seltice Way  
Post Falls, ID 83854  
PH: 208-777-8500  
Fax: 208-777-1569  
Email: [warrenm@kootenaifire.com](mailto:warrenm@kootenaifire.com)

Ken Gabriel, Fire Chief  
City of Coeur d'Alene Fire Department  
300 Foster Avenue  
Coeur d'Alene, ID 83814  
PH: 208-769-2242  
Fax: 208-769-2343  
Email: [kgabriel@cdaid.org](mailto:kgabriel@cdaid.org)

10) Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

11) Assignment. THE CITY may not assign this Agreement (or lend or lease or give the EQUIPMENT) to any other party without the prior written consent of KCFR.

12) Choice of Laws / Jurisdiction. The laws of the State of Idaho shall govern the validity, construction and effect of this Agreement. All lawsuits arising out of this agreement, wherever derived, shall be resolved in Kootenai County in the State of Idaho.

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of themselves or their organization and that this Agreement is binding upon each party in accordance with its terms.

BORROWER  
City of Coeur d'Alene

LENDER  
Kootenai County Fire & Rescue

By: \_\_\_\_\_  
Steve Widmyer, Mayor

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


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Public Works Committee  
Staff Report**

To: Public Works Committee  
From: H. Sid Fredrickson, Wastewater Supt.   
Date: January 26, 2015  
Subj: Agreeing to 2012 MOA for the Spokane River Regional Toxics Task Force

---

**DECISION POINT:**

Council may wish to authorize the acceptance and signing of the Memorandum of Agreement (MOA) to the 2012 Spokane River Regional Toxics Task Force document.

**HISTORY:**

The Spokane River Regional Toxics Task Force (SRRTTF) was formally created in early 2012. It involves all of the agencies and companies that have a stake in the water quality of the Spokane River.

The primary purpose of the SRRTTF is twofold:

- Reduce to amount of Polychlorinated Biphenyls (PCBs) entering the Spokane River;
- By substantially reducing the PCB loads, avoid the Washington Department of Ecology from having to establish end-of-pipe limits that are unattainable.

Coeur d'Alene has been an active participant in the SRRTTF since its inception. We have not formally adopted the MOA. We have, with council approval, monetarily contributed our prorated share of the costs.

The new discharge permit became effective December 1, 2014. In it the following language appears:

“The goal of the Spokane River Regional Toxics Task Force (Task Force) is to develop a comprehensive plan to make measurable progress toward bringing the Spokane River into compliance with applicable water quality standards for PCBs.

To accomplish this goal, the Permittee shall participate in the Task Force under the terms and conditions of the January 23, 2012, Memorandum of Agreement regarding Spokane River Regional Toxics Task Force and the Operational Concepts incorporated therein. The Permittee shall not be required to be a member of any non-profit organization or other business entity affiliated with the Task Force.”

On advice of our environment council we should be signatory also. This action will put the city in full compliance with the permit and will leave no room for erroneous

interpretation as to whether or not we are in full compliance with the discharge permit. It will provide definitive proof of compliance.

**FINANCIAL ANALYSIS:**

There will be no additional financial cost to the city beyond what we have already agreed to.

**PERFORMANCE ANALYSIS:**

EPA compliance auditors might conclude the city is not in full compliance with the provisions of the permit unless we are formally signatory to the MOA. This could have the potential that an audit could lead to the issuance of a Notice of Violation. A copy of the full MOA is attached.

**DECISION POINT:**

Council may wish to authorize the acceptance and signing of the Memorandum of Agreement (MOA) to the 2012 Spokane River Regional Toxics Task Force document.

Spokane River Regional Toxics Task Force  
MOA January 23, 2012  
File Name: SRRTTF MOA Final 1-23-2012

Signed On: \_\_\_\_\_

City of Coeur d'Alene, Idaho

By: \_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk  
City of Coeur d'Alene, Idaho

City of Spokane City Clerk File No. OPR 2012-0059  
Spokane County File No. 12-0145

**MEMORANDUM OF AGREEMENT REGARDING  
SPOKANE RIVER REGIONAL TOXICS TASK FORCE**

THIS MEMORANDUM OF AGREEMENT is entered into and effective this first day of March, 2012, by and between the below signed parties (signature pages attached to back of document and signing parties are listed in the table at end of documents.).

RECEIVED

MAR -5 2012

**RECITALS**

WHEREAS, the parties have reached an agreement in principle relative to the organization and governance of the Spokane River Regional Toxics Task Force, as set forth in the document entitled "Spokane River Regional Toxics Task Force Operational and Organizational Concepts," ("Operational and Organizational Concepts") which is attached hereto as "Attachment A" and hereby incorporated by reference; and

DEPARTMENT OF ECOLOGY  
CITY CLERK'S OFFICE

WHEREAS, the parties desire to enter into a Memorandum of Agreement to more formally memorialize and bind the parties to the provisions of the Operational and Organizational Concepts; and

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the parties do hereby agree as follows:

1. Operational and Organizational Concepts. The parties agree that the governance, roles and responsibilities, funding and other key aspects of the Spokane River Regional Toxics Task Force described in the Operational and Organizational Concepts are acceptable and will begin guiding implementation of the parties' participation in a regional effort to make measurable progress toward meeting applicable water quality criteria for PCBs.
2. Amendments. This Memorandum of Agreement may be changed, amended or modified at anytime through a written Amendment to this Agreement mutually agreed upon and signed by all parties.
3. Additional Parties. Additional parties may join the Spokane River Regional Toxics Task Force by duly authorized amendment to this Memorandum of Agreement in accordance with Section 2 herein, entitled "Amendments."
4. Term. This Memorandum of Agreement is effective when signed by all the parties and will continue in effect during the Ecology 2011 through 2016 NPDES wastewater permit cycle, and may continue in effect thereafter if future NPDES wastewater permits require participation in the Task Force. In the event any party to this Memorandum of Agreement withdraws from the Task Force, written notification shall be submitted to the remaining parties. This Memorandum of Agreement shall remain in effect for all remaining participating parties.



remaining parties. This Memorandum of Agreement shall remain in effect for all remaining participating parties.

5. Counterparts. This Memorandum of Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Consideration. The consideration for this Memorandum of Agreement shall consist of the performance of the mutual promises and terms set forth herein.
7. Non-Waiver. No waiver by any party of any of the terms of this Memorandum of Agreement shall be construed as a waiver of the same or other rights of that party in the future.
8. Entire Memorandum of Agreement. This Memorandum of Agreement contains the entire understanding of the parties. No representations, promises, or agreements not expressed herein have been made to induce the parties to sign this Memorandum of Agreement.
9. Compliance with Laws. The parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Memorandum of Agreement.

Spokane River Regional Toxics Task Force  
MOA January 23, 2012  
File Name: SRRTTF MOA Final 1-23-2012.docx

**ATTACHMENT A**  
**Spokane River Regional Toxics Task Force**  
**Operational and Organizational Concepts**

# Spokane River Regional Toxics Task Force

---

*Attachment A:*

*Operational and Organizational Concepts*

## Table of Contents

Introduction .....	7
Task Force Vision Statement for 2012 Through 2016.....	8
Specific Task Force Goals Relating to NPDES Permit Compliance .....	8
Task Force Operating Guidelines .....	9
Membership.....	10
NPDES Permittee Membership:.....	10
Agency and Sovereign Government Membership:.....	10
Additional Government Agency Membership: .....	11
Stakeholder Membership: .....	11
Membership Governance .....	11
Membership Primary and Alternate Delegates:.....	11
Removal from Membership:.....	11
Non-Voting Participants:.....	11
Roles and Responsibilities.....	11
Organizational Structure.....	14
Decision Making.....	15
Consensus / “Unanimity Minus One” Decision Making Process: .....	15
Dispute Resolution.....	16
Task Force Funding .....	16
Meetings and Notices .....	17
Communications .....	18
Committees.....	19
Appropriate Staffing.....	19
Facilitator/Coordinator .....	20
Technical Consultants .....	20
Task Force Work Plan.....	20
Table 1 Amendment and Signatory Tacking .....	21
Signature Pages.....	22

Spokane River Regional Toxics Task Force  
MOA January 23, 2012  
File Name: SRRTTF MOA Final 1-23-2012.docx

## **Introduction**

The 2011 Washington NPDES wastewater discharge permits issued by the Department of Ecology for facilities discharging into the Spokane River include the requirement for creation of a Regional Toxics Task Force (Task Force). These permits state that the Task Force membership should include the NPDES permittees in the Spokane River Basin, conservation and environmental interests, the Spokane Tribe of Indians, Spokane Regional Health District, Ecology, and other appropriate interests. It is anticipated that similar permit requirements will be in the permits issued to the NPDES permittees with facilities discharging to the Spokane River in Idaho by the Environmental Protection Agency. This MOA can be amended to accommodate addition of the Idaho NPDES permittees discharging to the Spokane River at that time. The following document provides an organizational structure, identification of the roles and responsibilities of the membership, and governance structure for formation of the Task Force. The goal of the Task Force will be to develop a comprehensive plan to bring the Spokane River into compliance with applicable water quality standards for PCBs.

For purposes of this Agreement, all references to “toxics” shall mean PCBs and Dioxins that were included on the Washington 2008, Category 5, 303(d) list.

To accomplish that goal it is anticipated that the Task Force functions will include:

- Identify data gaps and collect necessary data on PCBs and other toxics on the Washington 2008, Category 5, § 303(d) listing for the Spokane River.
- Further analyze the existing and future data to better characterize the amounts, sources, and locations of PCBs and other toxics as defined above entering the Spokane River.
- Prepare recommendations for controlling and reducing the sources of listed toxics in the Spokane River.
- Review proposed Toxic Management Plans, Source Management Plans, and BMPs.
- Monitor and assess the effectiveness of toxic reduction measures.
- Identify a mutually agreeable entity to serve as the clearinghouse for data, reports, minutes, and other information gathered or developed by the Task Force and its members. This information shall be made publicly available by means of a website and other appropriate means.

To accomplish these functions the Task Force will provide for an independent community technical advisor(s) who shall assist in review of data, studies, and control measures, as well as assist in providing technical education information to the public.

The permits also state that if Ecology determines the Task Force is failing to make measurable progress toward meeting applicable water quality criteria for PCBs, Ecology would be obligated to proceed with development of a TMDL in the Spokane River for PCBs or determine an alternative to ensure water quality standards are met.

Spokane River Regional Toxics Task Force

MOA January 23, 2012

File Name: SRRTTF MOA Final 1-23-2012.docx

The permits require 1) the permittees to participate in a cooperative effort to create a Regional Toxics Task Force and participate in the functions of the Task Force, and 2) that by November 30, 2011, the Task Force shall provide Ecology with the details of the organizational structure, specific goals, funding and the governing documents of the Task Force. The following sections present the Task Force concept and organizational structure required by the permits:

Section 2. Task Force Vision Statement for 2012 through 2016.

Section 3. Task Force Goals Relating to NPDES Permit Compliance.

Section 4. Task Force Operating Guidelines.

## **Task Force Vision Statement for 2012 Through 2016**

The following statement is the Task Force Vision Statement for the first five years, from 2012 through 2016:

*The Regional Toxics Task Force will work collaboratively to characterize the sources of toxics in the Spokane River and identify and implement appropriate actions needed to make measurable progress towards meeting applicable water quality standards for the State of Washington, State of Idaho, and The Spokane Tribe of Indians and in the interests of public and environmental health.*

Accomplishing this vision will involve, among other things, technical studies, monitoring, education, and recommendations for specific actions that will reduce toxics in the Spokane River. The Task Force will:

- Provide a forum for the review and discussion of Spokane River toxics issues.
- Participate in public education and engagement to advance the understanding of Spokane River toxics issues.
- Consider the results of past and future studies and implementation actions including those conducted by individual dischargers within their operations and/or service areas.
- Consider the technical studies needed to understand the sources of toxics and advance region-wide understanding of toxics in the Spokane River.
- Provide specific recommendations for the development of a Spokane River toxics reduction plan.

Significant efforts, collaboration and funding by many organizations will be required to identify and reduce the sources of toxics to the Spokane River. The Task Force will play a prominent role in this effort.

## **Specific Task Force Goals Relating to NPDES Permit Compliance**

The specific goals for the Task Force during the 2011 to 2016 permit cycle following the Department of Ecology's acceptance, in consultation with other agency and sovereign

Spokane River Regional Toxics Task Force

MOA January 23, 2012

File Name: SRRRTTF MOA Final 1-23-2012.docx

government members, of the November 30, 2011 submittal required from the NPDES permittees are:

1. Within 12 months of Ecology's approval of the November 30, 2011 required Washington NPDES permittee submittal:
  - Initial Task Force funding will be confirmed.
  - Identification and contracting with appropriate staffing.
  - Development of a 2012 through 2016 Task Force work plan that addresses:
    - Approach for and analysis of existing data on PCB and other toxics on the Washington 2008, Category 5, § 303(d) list to (1) understand what is known, (2) identify data gaps, and (3) determine where additional characterization of amounts, sources and locations is needed.
    - Development and implementation of a Monitoring Plan for the Spokane River that, (1) establishes the baseline conditions for PCBs and the other identified toxics, (2) monitors and assesses the effectiveness of toxic reduction measures, and (3) can be adapted to take into account newly generated data and sampling techniques.
    - Identification or establishment of a publicly accessible clearinghouse for storing data, reports, Task Force meeting minutes or summaries, and other information gathered or developed by the Task Force and its members.
    - Review of proposed Toxic Management Plans, Source Management Plans, and BMPs.
    - Approach for preparing recommendations to control and reduce point and nonpoint sources of PCBs and other toxics, on the Washington 2008, Category 5, 303 (d) list, to the Spokane River.
    - Public education needs and approach, including pollution prevention and public and environmental health determinations
  - As appropriate, begin implementation of work plan elements.
2. Prior to submittal to Ecology, the Task Force will develop and review all documents related to a comprehensive plan identifying actions required to bring the Spokane River into water quality compliance for PCBs.

## **Task Force Operating Guidelines**

These operating guidelines are intended to clarify the Task Force governance process. It is assumed that the Task Force will convene and stay operational during the 2011 through 2016 NPDES wastewater permit cycle, and may continue to operate as long as the Spokane River



NPDES wastewater permits have requirements for participation in the Task Force. The following describe:

- Membership.
- Roles and Responsibilities.
- Organizational Structure.
- Decision Making.
- Funding.
- Meeting and Notices.
- Communications.
- Committees.
- Staffing.
- Work Plan.

## **Membership**

The Task Force membership represents the Spokane River community. Membership in the Task Force is intended to encompass a wide field of expertise, community interest, and support a transparent process. Initial membership in the Task Force will include the following groups:

### **NPDES Permittee Membership:**

NPDES permittee members of the Task Force shall consist of any private or public entity which is issued a NPDES permit for a discharge to the Spokane River, and which includes a permit requirement to participate in the Task Force. The NPDES permittee members will have the roles and responsibilities as described below. If an entity does not participate as a member of the Task Force, and in accordance with the NPDES permit condition, the issuing state or federal agency for that entity shall be responsible for enforcement of the permit condition. The Task Force does not have any regulatory authority over NPDES permittee members including any authority to determine non-compliance with any NPDES permit.

### **Agency and Sovereign Government Membership:**

Agencies and sovereign governments that regulate or establish policies relating to PCBs and toxics shall be an Ex-officio Task Force member. Ex-officio, non-voting agency and sovereign government members shall include the WA State Department of Ecology (Ecology), Environmental Protection Agency (EPA), Spokane Tribe of Indians, Coeur d'Alene Tribe of Indians, and Idaho Department of Environmental Quality (IDEQ). The agency and sovereign government members will have the roles and responsibilities as described below.

**Additional Government Agency Membership:**

Additional government agencies may include the Spokane Regional Health District, Washington State Department of Health, Idaho Department of Health, Idaho Panhandle Health District, Idaho NPDES wastewater permit holders, stormwater permit holders, and other appropriate interests. The additional government agency members will have the roles and responsibilities as described below.

**Stakeholder Membership:**

Stakeholders, other than those referenced above, with roles and responsibilities identified below will receive a letter of invitation to join the Task Force from Ecology within 30 days of approval of this document. Those invited organizations that provide, in writing, an interest in being a member of the Task Force within 30 days of notification will be considered a stakeholder member of the Task Force. After expiration of the initial invitation time period, a new member may be added to the Task Force only by a consensus vote of the existing members of the Task Force. The stakeholder members will have the roles and responsibilities as described below.

**Membership Governance**

**Membership Primary and Alternate Delegates:**

Each Task Force member organization will appoint a primary and an alternate delegate. Each entity's primary delegate will strive to attend all Task Force meetings. If the primary delegate is unable to attend, the alternate delegate will attend on the primary delegate's behalf and will have all the rights and responsibilities of the primary delegate. It is the responsibility of the primary delegate to brief their alternate on status of the Task Force. Task Force member organizations with more than one division, section, or department identifying Task Force interests, may have more than one representative become a Task Force member. However, for voting purposes, an entity can only have one representative vote.

**Removal from Membership:**

If a stakeholder member entity misses three consecutive meetings of the Task Force, the stakeholder member will be automatically removed from the Task Force. NPDES permittee, Ex-Officio sovereign and regulatory/governmental members will not be removed from the Task Force.

**Non-Voting Participants:**

Entities and individuals with an interest in Task Force proceedings may attend Task Force meetings and will be called upon to provide input when appropriate.

**Roles and Responsibilities**

Organization <sup>1</sup>	Membership Type	Roles and Responsibilities
---------------------------	-----------------	----------------------------

<p>Washington NPDES Dischargers:          City of Spokane,          County of Spokane,          Liberty Lake Sewer and Water District,          Inland Empire Paper,          Kaiser</p>	<p>NPDES Permittee Membership</p>	<ul style="list-style-type: none"> <li>• Comply with appropriate Task Force related permit conditions</li> <li>• Provide administrative oversight, coordination and funding for the operations of the Task Force</li> <li>• Participate in the formation and on-going functioning of Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> <li>• Ensure regulatory agency concurrence/approval of any data collection/analysis work plans.</li> </ul>
<p>Ecology</p>	<p>Agency and Sovereign Government Membership</p>	<ul style="list-style-type: none"> <li>• Participate as an ex-officio, non-voting Task Force member.</li> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Provide regulatory oversight of Task Force actions relative to compliance with Washington permits issued</li> <li>• Provide and coordinate timely technical review and, as appropriate, approval of Task Force technical effort work plans.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> <li>• Identify and assist in obtaining applicable grant funding for Task Force activities.</li> <li>• Lead consultation with EPA, the Spokane Tribe, IDEQ, Coeur d'Alene Tribe, and other appropriate agencies with respect to measurable progress and Task Force decisions.</li> <li>• Provide written approval of Task Force decisions, as appropriate.</li> </ul>
<p>EPA</p>	<p>Agency and Sovereign Government Membership</p>	<ul style="list-style-type: none"> <li>• Participate as an ex-officio, non-voting Task Force member</li> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Provide regulatory oversight of Task Force actions relative to compliance with permits issued.</li> <li>• Provide and coordinate timely technical review and, as appropriate, approval of Task Force technical effort work plans.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> <li>• Identify and assist in obtaining applicable grant funding for Task Force activities.</li> </ul>

		<ul style="list-style-type: none"> <li>• Participate in consultation with Ecology, the Spokane Tribe, Coeur d'Alene Tribe, IDEQ, and other appropriate agencies with respect to measurable progress and Task Force decisions.</li> <li>• Provide written approval of Task Force decisions, as appropriate.</li> </ul>
IDEQ	Agency and Sovereign Government Membership	<ul style="list-style-type: none"> <li>• Participate as an ex-officio, non-voting Task Force member.</li> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Provide regulatory oversight of water quality standards.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> <li>• Participate in consultation with EPA, Ecology, the Spokane Tribe, and other appropriate agencies with respect to measurable progress and Task Force decisions.</li> <li>• Provide written approval of Task Force decisions, as appropriate.</li> </ul>
Spokane Tribe	Agency and Sovereign Government Membership	<ul style="list-style-type: none"> <li>• Participate as an ex-officio, non-voting Task Force member.</li> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> <li>• Participate in consultation with EPA, Ecology, IDEQ, Coeur d'Alene Tribe, and other appropriate agencies with respect to measurable progress and Task Force decisions.</li> <li>• Provide written approval of Task Force decisions, as appropriate.</li> </ul>
Coeur d'Alene Tribe	Agency and Sovereign Government Membership	<ul style="list-style-type: none"> <li>• Participate as an ex-officio, non-voting Task Force member.</li> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> <li>• Participate in consultation with EPA, Ecology, Spokane Tribe, IDEQ, and other appropriate agencies with respect to measurable progress and Task Force decisions.</li> <li>• Provide written approval of Task Force decisions, as appropriate.</li> </ul>

Spokane Regional Health District	Additional Government Agency Membership	<ul style="list-style-type: none"> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> </ul>
Washington State Department of Health	Additional Government Agency Membership	<ul style="list-style-type: none"> <li>• Provide public health and technical oversight relating to fish advisories.</li> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> </ul>
Stormwater Agencies <sup>2</sup>	NPDES Permittee Membership	<ul style="list-style-type: none"> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in funding Task Force activities relating to Stormwater.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> </ul>
Conservation/Community/Environmental Interests	Stakeholder Membership	<ul style="list-style-type: none"> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> </ul>
Other Appropriate Interest <sup>3</sup>	Stakeholder Membership	<ul style="list-style-type: none"> <li>• Participate in the formation and on-going functioning of the Task Force.</li> <li>• Participate in any technical sub-committees that may be formed by Task Force, as appropriate.</li> </ul>
<p>Notes:</p> <ol style="list-style-type: none"> <li>1. It is anticipated that SRRTTF will have approximately 15-20 active members.</li> <li>2. Stormwater agencies include Spokane County Stormwater, City of Spokane Valley, City of Spokane, City of Millwood, Washington State Department of Transportation, Stevens County and other appropriate agencies. Stormwater agencies will have an independent vote unless they are part of an entity also represented on the Task Force. In instances where one entity has more than one representative on the Task Force, they will share one vote for decision making purposes.</li> <li>3. Potential appropriate interests include but not limited to: Avista Corp, Counties, Agencies and others.</li> </ol>		

### Organizational Structure

The Task Force will be formed and operate under this Memorandum of Agreement which provides the Task Force structure and governing principles. A more robust organizational structure may be required to address the administrative, funding and contractual needs of the Task Force.

## **Decision Making**

The Task Force will strive to reach consensus on all Task Force decisions. If the Task Force is unable to reach consensus, a “unanimity minus one” decision rule will be used as described below. A simple majority of the voting Task Force members shall constitute a quorum. A quorum must be present before a decision can be brought to a vote.

### **Consensus / “Unanimity Minus One” Decision Making Process:**

The goal of the decision making process is to come to a decision that Task Force members can support following a respectful hearing of all concerns. The Task Force will use consensus-based decision making to guide the efforts toward studying, developing and implementing a comprehensive adaptive management plan to meet water quality standards in the Spokane River.

During the Task Force set-up/implementation phase, while the Task Force is in the facilitator/administrator candidate identification process, a meeting facilitator will be needed. The Task Force members present at each meeting will select/request that an Ex-officio member facilitate the meeting. Once the Facilitator/Administrator is retained, they will take over the role of meeting facilitator. The facilitator will endeavor to reach true consensus on Task Force decisions as follows:

Consensus on a decision about a project, recommendation or other action the Task Force plans to take will be reached when the voting membership present can make one of the following statements about the decision:

- I agree with the decision and will publicly support it
- I agree with the decision, but will refrain from publicly supporting it
- I can live with the decision (and won't disparage it in public)

If a member cannot support a decision, that member shall present a solution to the full group for discussion and consideration. However, the Facilitator has the authority to cut off discussion, if no further progress is being made toward resolving the concerns of voting members. When consensus is not reached, the Facilitator will move to a “unanimity minus one” decision rule described as follows:

A ‘unanimity minus one’ decision rule will be used to confirm and finalize consensus-based decisions. Whenever a decision is to be made, it will be an affirmative decision if one or fewer of the attending members oppose the proposed decision and vote accordingly. If two, or more, of the attending members oppose the proposed decision and vote accordingly, the decision will not be affirmed.

Any decision by the Task Force will be based on a vote of the members in attendance at a meeting where a decision is made. Decisions will not be made on topics that are not included on

a meeting agenda, or on topics where associated documents were not sent out with the agenda. Meeting notices, agendas, and associated documents will be sent out no less than five business days prior to a Task Force meeting. Each Task Force voting member organization, authorized delegate, will represent one vote for decision making purposes. Any attending member or technical expert may be called upon to provide information during the decision making discussion process.

Once a decision is made, and the meeting has ended, a decision will not be revisited unless the members, by consensus, agree to bring the decision back to the table for further consideration. Once the Task Force membership agrees to reopen a topic, the decision making process must be followed to change the original decision.

The Task Force does not make decisions about the funding contributions from Task Force members to the Task Force, or how NPDES permittees meet permit requirements.

### **Dispute Resolution**

If Task Force decisions cannot be reached through the consensus /'unanimity minus one' based decision making process described above, the Task Force may request that the issue be forwarded to dispute resolution. Depending on the issue and related decision needed, the dispute resolution will be addressed by appropriate agency and sovereign government members, and/or any voting Task Force members and any appropriate technical consultants.

In the event a NPDES permit holder disputes a decision by the Task Force that impacts compliance with their permit, that dispute may be presented to the agency responsible for issuing the permit to the permit holder. The agency that issued the permit will consult with the other regulatory agencies/sovereigns to come to resolution and provide direction to the Task Force. The resolution by the agency that issued the permit will not be binding on the NPDES permit holder unless it is issued as a permit modification or administrative order, unless the agency and NPDES permit holder agree that a permit modification or administrative order is not necessary. If the permitting agency reaches the conclusion that a dispute resolution request does not pertain to an applicable permit condition, it reserves the right to return the dispute to the Task Force without opinion.

### **Task Force Funding**

It is anticipated that Task Force funding will be provided by a combination of private and public sources including but not limited to Task Force members, non-members, grants, governmental agency contributions, sovereign contributions, and other identified outside sources. Funding will be required for administrative, technical support, and implementation activities. Regulatory agencies have agreed to provide up to fifty percent of the first year administrative operational costs up to \$50,000. The NPDES permittees and other Task Force members will provide a

commitment for the remaining administrative operational budget for the first year by the signing deadline, February 1, 2012.

Ecology will be the contracting entity for the first year; however, Ecology assumes that the administrative and contractual needs will be transferred to the Task Force upon adoption of an organizational structure that supports these activities or after the first operational year, whichever occurs first. Funding beyond the first year administrative costs will be provided by a combination of private and public sources including but not limited to Task Force members, non-members, grants, agency contributions, sovereign contributions, and other outside sources.

### **Meetings and Notices**

The Task Force will meet at least four (4) times (approximately quarterly) per year, but may meet more frequently when appropriate for selection of consultants, for decision making, for review of project recommendations, review of work plans, for review of data and results, or other activities. It is expected that the Task Force will meet more frequently during the first year. The Task Force may adjust the frequency or schedule of meetings however, all members must be notified prior to a change in the meeting schedule or if additional meetings are implemented.

All Task Force members will strive to participate in the Task Force meetings in person. If the primary or alternate member is unavailable to attend in person, and if they provide advance notice to the meeting facilitator, participation through electronic means will be allowable if available.

The Task Force will be as open and transparent as possible. A person will be selected to take notes at the meeting and meeting notes will be sent out to those present for edit/comment. Once meeting minutes are finalized, they will be made available. The Task Force will provide a document review process and will identify a mutually agreeable entity to serve as a clearing house for data, reports, minutes, and other information gathered or developed by the Task Force. This information shall be made publicly available by means of a website and other appropriate means.

The Task Force will strive to meet the following:

- All meetings open to the public.
- Task Force can't require members of public to "register" name, affiliation, or other information in order to attend meeting.
- Task Force can remove disruptive members of the public who interfere with orderly conduct of a meeting.
- No voting by secret ballot.



- The public is not entitled to speak at meetings (although usually opportunity is provided, with specific/consistent procedural guidelines).
- Task Force is held to the following specific procedure for meeting notices:
  - Contents of notice:
    - The time and place.
    - The business to be transacted.
  - Timing of notice - written notice must be delivered personally, by mail, by fax, or by e-mail at least five business days before the time of the meeting to all members of the Task Force. A special meeting may be held with 24 hours notice, but no decisions will be made at special meetings.
  - Notice of change in date, location, time of meetings.
- The Task Force may take final action only concerning matters identified in the notice of the meeting.
- As available, the minutes from meeting will be posted to the website.
- No member will act as a representative of the Task Force unless assigned as such through a vote of the membership.

## **Communications**

We have developed the following operating protocol regarding how we work together.

- To promote trust and respect, in our work together we agree to:
  - Respect each other in and outside of meetings.
  - Operate in good faith.
  - No backroom deals.
  - Respect the personal integrity and values of participants and organizations.
  - All participants in the negotiation bring with them the legitimate purposes and goals of their organizations. All parties recognize the legitimacy of the goals of others and assume that their goals will also be respected. These negotiations will try to maximize all the goals of all the parties, as far as possible.
  - Honor agreements; commitments will not be made lightly and will be kept.
  - Regard disagreements as “problems to be solved,” rather than as “battles to be won.”
- To enhance open and honest dialogue, we will:

- Participate in discussions and will encourage each other to “explore without committing.” This frees up the group to explore potential solutions without viewing those explorations as formal proposals.
- State interests, problems, and opportunities, not positions – positive candor is an effective tool.
- Air problems, disagreements, and critical information during meetings to avoid surprises.
- Commit to search for opportunities and alternatives. Group creativity can often determine the best solution.
- Substantiate rumors at the meeting before accepting them as fact.
- To communicate clearly in specific discussions, we agree to:
  - Disclose interest.
  - Listen fully to understand.
  - Look for ways to address not only your own interests, but those of others as well.
  - Participate, share the floor, be concise.
  - Look ahead – acknowledge the past but don’t rehash it.
  - Be explicit and factual – ask for clarification if confused.
- To ensure inclusivity and transparency, we acknowledge and expect that:
  - Participants represent a broad range of interests, each having concerns about the outcome of the issues.
  - Participants commit to keeping their colleagues/constituents informed about progress.
  - Participants will not publicly represent the views of others.

## **Committees**

The Task Force has the option to form Committees, provided it is determined by the Task Force that committees will improve the effectiveness and efficiency of the Task Force. Task Force members and appointed members may participate in committees. The Task Force will designate a chair for each committee formed from the membership of the committee. The committee chair will provide regular updates to the Task Force on the efforts and recommendations of the committee.

## **Appropriate Staffing**

The Task Force will select staff and a technical consultant. The Task Force will select staff through an open and competitive process.

**Facilitator/Coordinator**

The role of the facilitator will be as follows:

- Keep website up to date.
- Post meeting notices.
- Manage the meeting agenda.
- Facilitate decision-making process.
- Keep meeting minutes.
- Post information from meetings on website.
- Facilitate communications between Task Force and the public.

**Technical Consultants**

The Task Force will hire one or more independent technical consultants. The role of the technical consultant will be as follows:

- Provide unbiased scientific and technical assistance.
- Review work plan.
- Provide technical guidance.
- Facilitate technical communications between Task Force members and the public.

**Task Force Work Plan**

During the first year, the Task Force will develop a five-year work plan (2012 to 2016) for review by lead regulatory agency in consultation with the other appropriate agencies and tribal governments. The first work plan will contain first year specific tasks and projected five year conceptual work plan needed to meet the permit requirement of a comprehensive plan for PCBs. Each year, a work plan with specific activities for the upcoming year will be submitted. The work plan will clearly demonstrate a relationship to development of a comprehensive plan.

The Task Force will address agency comments and revise the annual plan as needed. The revised work plan will be submitted to the agencies for final approval. The agencies will approve the work plan and confirm that the work plan will meet regulatory requirements with respect to permit compliance and activities required to develop a comprehensive plan.



Spokane River Regional Toxics Task Force  
MOA January 23, 2012  
File Name: SRRTTF MOA Final 1-23-2012.docx

**Signature Pages**

SIGNED ON: 2/3/2012

**CITY OF SPOKANE**

By: David A. Conley

Title: Mayor

ATTEST:

Terri Pfister  
Terri Pfister, City Clerk  
City of Spokane

APPROVED AS TO LEGAL FORM:

Carrie E. Holtan  
Carrie E. Holtan, Assistant City Attorney  
City of Spokane



### Signature Pages

Adopted by the Board of County Commissioners of Spokane County, Washington this  
10<sup>th</sup> day of January, 2012.



ATTEST:

  
Daniela Erickson 12-0145  
Clerk of the Board

  
Todd Mielke, Chair

  
Mark Richard, Vice-Chair

  
Al French, Commissioner



MEMORANDUM OF AGREEMENT REGARDING  
SPOKANE RIVER REGIONAL TOXICS TASK FORCE

SIGNED ON 12/21/11 **LIBERTY LAKE SEWER AND WATER DISTRICT**

By: *Steve Skipworth*

Title: COMMISSIONER

By: *Tom Agnew*

Title: COMMISSIONER

By: *Frank L. Boyle*

Title: COMMISSIONER

Attest: *[Signature]*

Title: MANAGER



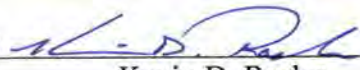


# INLAND EMPIRE PAPER COMPANY

3320 N. ARGONNE  
SPOKANE, WASHINGTON 99212-2099

PHONE 509/924-1911  
FAX 509/927-8461

## Spokane River Regional Toxics Task Force Memorandum of Agreement

By:   
Kevin D. Rasler  
President and General Manager

Date: 3/22/12

**KAISER**  
ALUMINUM

*Best in Class*

**Flat Rolled Products**

---

*Trentwood Works*

**Memorandum of Agreement Regarding  
Spokane River Regional Toxics Task Force**

Kaiser Aluminum Washington, LLC

By: 

Date: February 10, 2012

John M. Donnan  
Senior Vice President, General Counsel and Secretary



Dated: February 28, 2012

Name of Origination The Lands Council

By: Mike Peterson

Title: Executive Director

# SPOKANE RIVERKEEPER®

A program of the Center for Justice.

Dated: 2-15-12

Spokane Riverkeeper

By: Bob [Signature]

Title: Spokane Riverkeeper





February 20, 2012

The Lake Spokane Association appreciates the opportunity to be a member on the Spokane River Regional Toxics Task Force. Galen Buterbaugh will be the primary attendee, with Eric Staggs as alternate.

Galen Buterbaugh, Technical Advisor

A handwritten signature in black ink that reads "Galen Buterbaugh".

A handwritten signature in black ink that reads "Eric Staggs".

Eric Staggs, Vice President

Greg Weeks, President

A handwritten signature in black ink that reads "Greg Weeks".



STATE OF WASHINGTON

DEPARTMENT OF HEALTH

101 Israel Road SE □ PO Box 47905 □ Olympia, Washington 98504-7905  
Tel: (360) 236-3900 □ FAX: (360) 586-2655 □ TDD Relay Service: 1-800-833-6388

March 12, 2012

Mr. James Bellatty  
Washington State Department of Ecology  
Eastern Regional Office, Water Quality Program  
4601 N. Monroe Street  
Spokane, WA 99206-1295

Re: Memorandum of Agreement Regarding Spokane River Regional Toxics Task Force  
Department of Health Contract Number N19455

Dear Mr. James Bellatty:

The Department of Health agrees to enter into the above-mentioned Memorandum of Agreement by signing below.

The agreement states that it may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Please send the agreement including all signatures of signing members to the address provided below.

Thank you.

Sincerely,

Contracting Officer Signature  
Department of Health  
Contracts Management Unit  
PO Box 47905  
Olympia, WA 98504-7905  
(360) 236-3936

(print name)

3/12/12

Date





1101 West College Avenue  
Spokane, WA 99201-2095

509.324.1500 | TEL  
509.324.1464 | TDD  
[www.SRHD.org](http://www.SRHD.org)

By signing this Memorandum of Agreement the Spokane Regional Health District shall not be obligated to provide funding for the Spokane River Regional Toxics Task Force.

IN WITNESS WHEREOF, the party hereby signs this Agreement:


SPOKANE REGIONAL HEALTH DISTRICT

Lloyd L. Smith          2/29/12  
Lloyd L. Smith          Date  
Administrator

Spokane River Regional Toxics Task Force  
MOA January 23, 2012  
File Name: SRRTTF MOA Final 1-23-2012.docx

Signed On: Feb. 9, 2012

Washington State Department of Ecology

By: 

Title: Director





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 10

1200 Sixth Avenue, Suite 900  
Seattle, WA 98101-3140

RECEIVED

JAN 30 2012

OFFICE OF  
WATER AND  
WATERSHEDS

DEPARTMENT OF ECOLOGY  
EASTERN REGIONAL OFFICE

JAN 27 2012

Mr. Jim Bellatty  
Water Quality Section Manager  
Washington Department of Ecology  
4601 North Monroe Street  
Spokane, Washington 99203

Dear Mr. Bellatty:

The U.S. Environmental Protection Agency Region 10 is writing this letter to affirm our commitment and participation in the Spokane River Regional Toxics Task Force (Task Force). The EPA is committed to the goals of the Task Force to develop a comprehensive plan to bring the Spokane River into compliance with applicable Clean Water Act water quality standards for Polychlorinated Biphenyls (PCBs).

To show our support, we are assigning two EPA senior staff to participate in the Task Force, Don Martin and Mary Lou Soscia. Don Martin is based in Coeur d'Alene, Idaho and will be providing facilitation services to the Task Force until a Task Force Facilitator and Coordinator is hired. At that time, Don will represent the EPA in the Task Force, focusing on the development of implementation actions to reduce PCBs and other toxics and will be able to attend Task Force meetings in person. Mary Lou Soscia, EPA Columbia River Basin Coordinator, is also periodically available as a senior policy and technical advisor drawing on her work in the Columbia River Basin Toxics Reduction Working Group. She has significant expertise in collaboration and funds management and will provide advice to Don in these and other areas as appropriate.

I also want to apologize for the EPA's not meeting the November 29, 2011, deadline for submission of comments on the Spokane Regional Task Force Draft Memorandum of Agreement (MOA). I understand that by now you have been provided the EPA comments for Task Force Review. I also understand that the Task Force participants are in the process of signing the November 29<sup>th</sup> version of the MOA. Due to our late submittal of comments, and our desire to not delay the current signature process that is underway, we will not be signing the MOA at this time but will do so in the near future as described below. Despite the fact that we are not signing the MOA at this time, the EPA remains committed to the goals of the task force and will continue our active participation.

As you know, we are currently involved with the development of NPDES permits for the three Idaho dischargers to the Spokane River. As noted in the Introduction of the November 29<sup>th</sup> version of the MOA, "This MOA can be amended to accommodate the addition of the Idaho NPDES permittees discharging to the Spokane River...." We are interested in having any concerns that we may have discussed with the Task Force incorporated into the MOA at the time the Idaho NPDES permits are final. Therefore, in order to not interfere with the current signatory process underway we would like to postpone our becoming signatory to the MOA until the final issuance of the Idaho NPDES permits and also capture any other amendments at that time.

In my August 26, 2011, letter to the three Idaho dischargers, I indicated our strong support for the formation of the Task Force and encouraged their participation. I assure you that the EPA firmly supports the goal of the Task Force to address clean up of PCBs and other toxic materials in the Spokane River watershed. We plan to continue our active participation on the Task Force, and we look forward to further progress in Spokane River watershed restoration. If you have any questions or need further information regarding the EPA's involvement in the Task Force, please contact Don Martin at (208)665-0458, or Mary Lou Soscia at (503)326-5873.

Sincerely,



Michael A. Bussell, Director  
Office of Water and Watersheds

cc: Mr. Dan Redline, Regional Administrator, Idaho Department of Environmental Quality

Mr. Barry Burnell, Administrator, Water Quality Division, Idaho Department of Environmental Quality

Mr. Kelly Susewind, Manager, Water Quality Program, Washington Department of Ecology



February 16, 2012

Mr. James M. Bellatty  
Section Manager  
Water Quality Program  
Washington Department of Ecology  
N. 4601 Monroe Street  
Spokane, WA 99205-1295

RECEIVED  
FEB 21 2012

DEPARTMENT OF ECOLOGY  
EASTERN REGIONAL OFFICE

Dear Mr. Bellatty:

I am writing to express Avista's support of and interest in participating in the Spokane River Regional Task Force (Task Force). As you noted in your February 7, 2012 letter, the Task Force established a Memorandum of Agreement (MOA), which memorializes the intent of the required participants. Avista agrees to participate in the task force and abide by the key concepts of consensus and mutual respect in communications; however, we do not believe it is necessarily appropriate for us to be a signatory party to the MOA itself.

Even though we are foregoing the opportunity of being a voting member of the MOA, we look forward to working with the Task Force as a community participant, and will look for opportunities to coordinate our efforts with those of the Task Force. This is especially important, given the wide range of ongoing work related to the Spokane River that we are all involved in.

We wish Ecology the best in continuing its efforts with and through the Task Force, and again are happy to continue our work together. Please feel free to call me at (509) 495-2941 if you have any questions or wish to discuss our decision pertaining to our role in the Task Force.

Sincerely,

Bruce Howard  
Director, Environmental Affairs





## Spokane Tribal Natural Resources

P.O. Box 100 • Wellpinit, WA 99040 • (509) 258-9042 • fax 258-9600

### MEMORANDUM

RECEIVED  
FEB 20 2012

DEPARTMENT OF ECOLOGY  
EASTERN DISTRICT OFFICE

February 21, 2012

Mr. Jim Bellatty  
Water Quality Section Manager  
Washington Department of Ecology  
4601 N. Monroe Street  
Spokane, Washington 99203

#### **RE: Spokane River Regional Toxics Task Force Memorandum of Agreement**

Dear Mr. Bellatty:

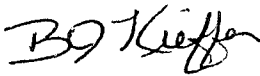
The Spokane Tribal Natural Resources Department ("Department") is writing to inform you that at this time the Spokane Tribe will not be a signatory to the Spokane River Regional Toxics Task Force Memorandum of Agreement ("MOA") for reasons described below. The Department recommended this action to the Tribe's leadership and they gave their concurrence. Regardless, the Tribe plans to be an active participant in the organization and is committing funds for the Task Force's administration.

For the following reasons it would be premature for the Tribe to sign the MOA. First and foremost, the Tribe is extremely concerned about the outcome of EPA's decision making process in reviewing Idaho's proposed fish consumption rate ("FCR"), and its influence on the Task Force's goals. The Tribe does not want its participation within the Task Force to be viewed as supporting the 17.5 grams/per day FCR currently proposed by Idaho. Second, EPA has now stated publicly that it does not intend to sign the MOA until it finalizes the NPDES permits within Idaho. Accordingly, it would be imprudent for the Tribe to approve an MOA prior to the EPA, a federal agency that owes a trust responsibility to the Tribe. Third, there are several pending legal actions in both federal court and Washington's Pollution Control Hearings Board that may affect the Task Force, and the Tribe does not want its participation/signature to be used as a sign of approval/disapproval of any of the participating sovereigns' actions. Those legal proceedings should be judged on the law and regulations, and not on which parties support the sovereigns' activities.

The Tribe will always support actions in the region that have the potential to improve the water quality of the Spokane River. Accordingly, the Tribe fully supports the mission of

the Task Force, which is to bring the Spokane River into compliance with applicable water quality standards for PCBs, and it will participate with the group as much as possible. But until that time when the above issues are resolved it will not be a signatory to the MOA. If you have any questions or need further information regarding the Tribe's involvement, please contact Brian Crossley at 509-626-4409.

Sincerely,



B.J. Kieffer

Director

Spokane Tribal Natural Resources Department

cc: **Greg Abrahamson**, Chairman, Spokane Tribal Business Council  
**Brian Crossley**, Water Resource Program Manager, Spokane Tribal Natural Resources Department  
**Dennis McLerran**, Regional Administrator, Region 10, EPA  
**Michael A. Bussell**, Director, Office of Water and Watersheds, EPA  
**Christine Psyk**, Associate Director Office of Water and Watersheds, US EPA  
**Mr. Kelly Susewind**, Manager, Water Quality Program, WDOE

**PUBLIC WORKS COMMITTEE  
STAFF REPORT**

**DATE:** January 26, 2015  
**FROM:** Terry Pickel, Assistant Water Superintendent  
**SUBJECT:** **Approval of AT&T Supplemental Agreement**

=====

**DECISION POINT:**

Water Department Staff requests Council approval of a Supplemental Agreement with New Cingular Wireless/AT&T for modifications to current cell site and lease rates.

**HISTORY:**

It is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment. This saves them the cost of constructing very expensive towers. Such is the case with the two Water Department Standpipes, Industrial and Prairie. Sprint/Nextel and New Cingular Wireless/AT&T leased space on the top of the Prairie Standpipe. Cricket Wireless and T-Mobile leased space on the Industrial Standpipe. Sprint/Nextel terminated their contract in 2012 and removed their equipment leaving New Cingular Wireless/AT&T the sole lessee on Prairie. New Cingular Wireless/AT&T is now proposing to expand their equipment on Prairie. Their last Supplemental Agreement to the contract limited the number of antenna panels to 12. They are now proposing to increase that to 15 panels.

**FINANCIAL ANALYSIS:**

As previously mentioned, the cellular provider initially presented a proposal to add 3 additional antenna panels to the Prairie Standpipe antenna array. After review of the original lease agreement and the first supplemental agreement revealed that a limit on the number of panels was in place, staff considered this a material modification and negotiated with New Cingular Wireless/AT&T for an increase in the monthly lease rate. The provider is currently paying a monthly lease rate of \$926.53. The proposed supplemental agreement will increase the lease rate by \$373.47 to \$1300 per month with a yearly 3% escalation factor.

**PERFORMANCE ANALYSIS:**

In return for use of the water system facilities, the cellular providers are charged a monthly lease rate. Typically at the time of contract negotiations, staff has compared similar lease rates in the region. The rate and escalation factors are then negotiated and entered into the contract. As this was deemed a material change to the original lease agreement and related supplemental agreement, staff felt it was justified to review the current lease rates. New Cingular Wireless/AT&T is currently paying a monthly lease rate of \$926.53. T-Mobile paying a lease rate of \$1266.51 and Cricket Wireless is paying a lease rate of \$1315.93. New Cingular Wireless/AT&T leases in the Idaho/Washington area range from \$750 to \$2200 and on the west coast up to \$3200. Staff felt that \$1300 per month would be appropriate for the proposed changes. After some negotiations they have agreed.

**DECISION POINT/RECOMMENDATION:**

Staff requests City Council approval to authorize the Mayor to sign the proposed Supplemental Agreement with New Cingular Wireless/AT&T to allow installation of additional antennas and an adjustment in lease rates for the Prairie Standpipe.

Market: PNW - Idaho  
Cell Site Number: ID13 (formerly N123386 1 HAYDEN LAKE\_22654)  
Cell Site Name: Hayden Lake  
Fixed Asset Number: 10075804

## SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between the City of Coeur d'Alene, Kootenai County, Idaho, an Idaho municipal corporation organized having a mailing address of 710 East Mullan Avenue, Coeur d'Alene, ID 83814 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

WHEREAS, Landlord and Tenant entered into an Option and Lease Agreement dated August 10, 2000, as amended by the First Amendment to Option and Lease Agreement dated August 23, 2006, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 639 West Wilbur, Coeur d'Alene, ID 83814 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Landlord consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 2-A. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 2-A. Exhibit 2-A hereby replaces Exhibit 2 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, rent shall be increased by Three Hundred Seventy-Three and 47/100 Dollars (\$373.47) per month, subject to further adjustments as provided in the Agreement. Upon Tenant's removal of additional antennas, rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord. In year two (2) and each year thereafter, including throughout any Extension Terms exercised, the monthly rent will increase by three percent (3%) over the rent paid during the previous year.

3. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be

3-2010 Amendment



effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LANDLORD: City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814  
Attn: City Administrator  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to TENANT: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # ID13  
Cell Site Name: Hayden Lake  
Fixed Asset #: 10075804  
575 Morosgo Drive, 13-F West Tower  
Atlanta, GA 30324

With copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # ID13  
Cell Site Name: Hayden Lake  
Fixed Asset #: 10075804  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be effective as of the last date written below.

**LANDLORD:**  
City of Coeur d'Alene, Kootenai County, Idaho,  
an Idaho municipal corporation

**TENANT:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date:

By: Geri Roper  
Print Name: **Geri Roper**  
Its: **Manager of Real Estate & Construction**  
Date: 12-16-14

3-2010 Amendment



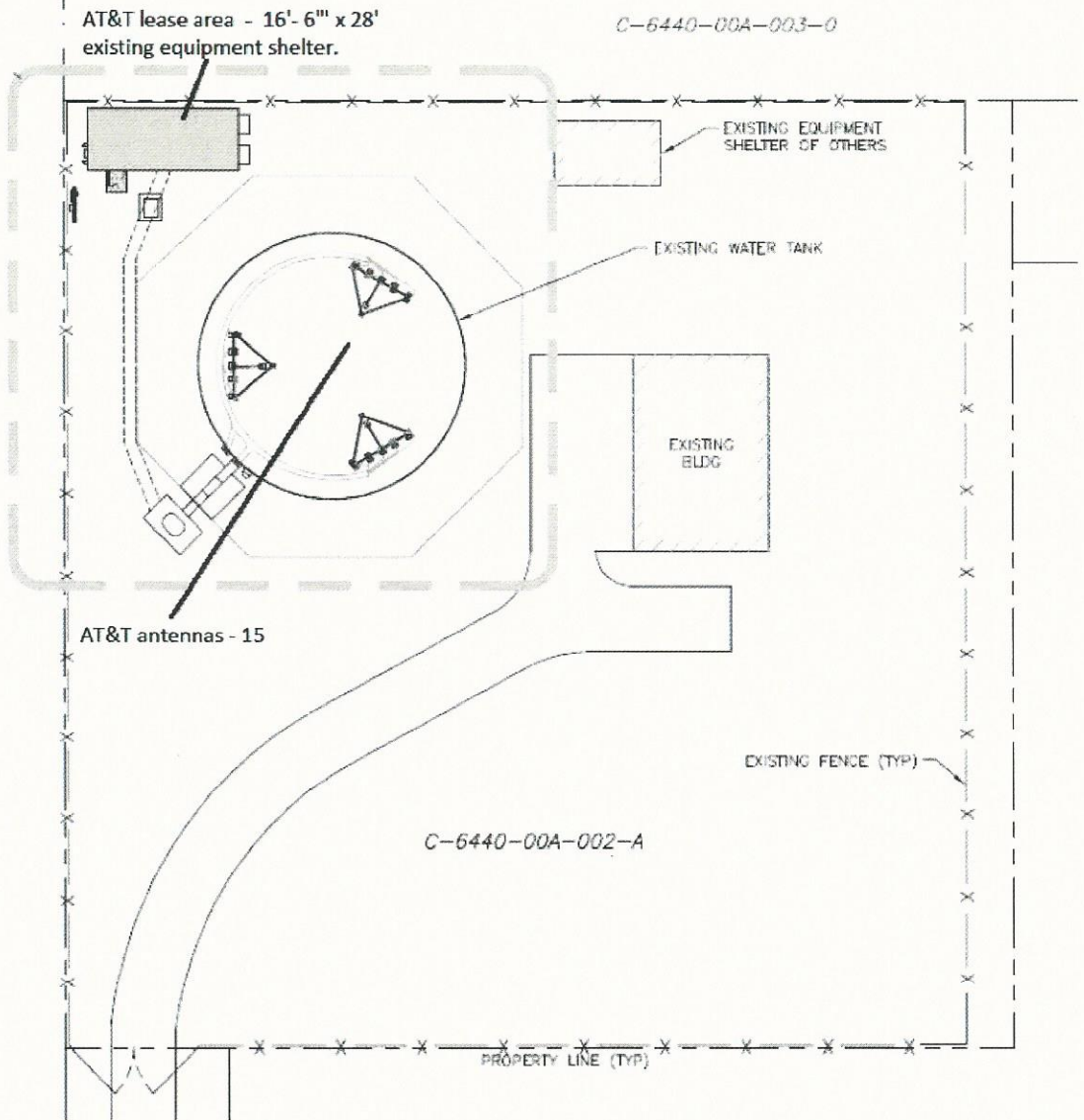
**EXHIBIT 2-A**

**DESCRIPTION OF PREMISES**

Page 1 of 1

The Second Amendment to Option and Lease Agreement dated \_\_\_\_\_, 2014 by and between The City of Coeur d'Alene, as Landlord, and New Cingular Wireless PCS, LLC, as Tenant.

Lease Area Sketch or Survey:



**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

3-2010 Amendment



# ANNOUNCEMENTS

# Memo to Council

DATE: January 22, 2015

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the February 3rd Council Meeting:

TOM BALL

URBAN FORESTRY COMMITTEE

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

Sincerely,

Amy Ferguson  
Executive Assistant

cc: Renata McLeod, Municipal Services Director  
Katie Kosanke, Urban Forestry Committee Liaison

OTHER BUSINESS

# CITY COUNCIL STAFF REPORT

**DATE:** February 3, 2015

**FROM:** Tim Martin, Street Superintendent

**SUBJECT: AUTHORIZATION TO PURCHASE (2) TWO REPLACEMENT  
REGENERATIVE AIR SWEEPERS**

**DECISION POINT:**

Staff requests Council approval to purchase (2) Tymco regenerative air sweeper from Clyde-West Spokane, Washington under the Council-authorized bid process.

**HISTORY:**

A central focus of the sweeping program is the improvement of air quality standards. Aggressive street sweeping is an essential best management practice (BMP) necessary to maintain air quality standards. Similarly, an important element of the city's Storm water 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.

**FINANCIAL ANALYSIS:**

The proposed (2) two new Tymco sweepers pricing is \$351,930. This figure is \$50,000 under estimated cost. The funding sources were identified at a prior council meeting. The drainage utility is to purchase one machine. This machine will be maintained through the street department general fund, and the second machine will be purchased by the general fund out of fund balance and ICRMP insurance replacement value

**PERFORMANCE ANALYSIS:**

FREEDOM TRUCK CENTER	Boise, Idaho	\$347,000
CLYDE/WEST	Spokane, Washington	\$351,930

Freedom Truck Center was the low responsive bid at \$347,000, but did not meet our specifications in two areas.

- 1) The amount of gallons on board for dust control. By adding the option to meet water requirements was over \$6,000.00
- 2) We asked for the standard (90-120) ninety to one hundred twenty day delivery. The response time was (240) two forty day delivery.

Clyde-West met all specification requirements and was second low bid.

**DECISION POINT/RECOMMENDATION:**

The Council is requested to approve the purchase of a (2) two Tymco Regenerative air sweepers from Clyde-West of Spokane, Washington in the amount of \$351,930.

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

**A. INTRODUCTION**

This matter having come before the City Council on, December 16, 2015, and there being present a person requesting approval of ITEM: ZC-4-14, a request for a zone change from C-17PUD to R-3 (Residential at 3 units/acre) zoning district

APPLICANT: RYEIG, LLLP  
LOCATION: +/-2.993 ACRE PARCEL SOUTH OF HUETTER ROAD AND LYING  
BETWEEN E. MAPLEWOOD AVENUE AND W. MILL RIVER COURT.

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

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

- B1. That the existing land uses are single-family residential, commercial, and vacant land.
- B2. That the Comprehensive Plan Map designation is Stable Established-Spokane River District.
- B3. That the zoning is C-17 PUD.
- B4. That the notice of public hearing was published on, November 29, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, December 8, 2014, which fulfills the proper legal requirement.
- B6. That 93 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on November 26, 2014.
- B7. That public testimony was heard on December 16, 2014.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
  - *Objective 3.05 – Neighborhoods: Protect and preserve existing neighborhoods from incompatible land uses and developments.*
  - *Objective 3.06 – Neighborhoods: Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.*
- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on Stormwater, Streets, Water, Sewer and Fire did not have any objectives.

- B10. That the physical characteristics of the site do make it suitable for the request at this time because *the infrastructure is already provided*.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses, because written testimony provided was favorable.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of **RYEIG, LLLP** for a zone change, as described in the application should be approved.

Special conditions applied are as follows:

NONE

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

ROLL CALL:

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

Motion to approve carried by a 6 to 0 vote.

---

MAYOR STEVE WIDMYER



ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 15-1002

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM C-17 (COMMERCIAL AT 17 UNITS/ACRE) TO R-3 RESIDENTIAL AT 3 UNITS/ACRE), AND PLACING NO CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS: +/- 1.247 ACRE PARCEL AT 3201 HUETTER ROAD AND LEGALLY DESCRIBED AS A PORTION OF LOT 35, BLOCK 1 OF EDGEWATER AT MILL RIVER SECTION 8 & 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

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

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

**A +/- 1.247 ACRE PARCEL AT 3201 HUETTER ROAD AND LEGALLY DESCRIBED AS A PORTION OF LOT 35, BLOCK 1 OF EDGEWATER AT MILL RIVER SECTION 8 & 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**

That the above described property, which property is fully described in Exhibit "1", attached hereto and incorporated herein is hereby changed and rezoned from C-17PUD to R-3PUD.

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

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

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

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

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

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on February 3, 2015.*

APPROVED this 3<sup>rd</sup> day of February 2015.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

**Zone Change – ZC-4-14**

**C-17 TO R-3 AT 3201 HUETTER ROAD**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM C-17 (COMMERCIAL AT 17 UNITS/ACRE) TO R-3 RESIDENTIAL AT 3 UNITS/ACRE), AND PLACING NO CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, AS A +/- 1.247 ACRE PARCEL AT 3201 HUETTER ROAD AND LEGALLY DESCRIBED AS A PORTION OF LOT 35, BLOCK 1 OF EDGEWATER AT MILL RIVER SECTION 8 & 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

**STATEMENT OF LEGAL ADVISOR**

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, Zone Change – ZC-4-14 C-17 TO R-3 AT 3201 HUETTER ROAD, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 3<sup>rd</sup> day of February, 2015.

---

Warren J. Wilson, Chief Civil Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

January 26, 2015  
**GENERAL SERVICES COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Ron Edinger, Chairperson ABSENT  
Council Member Steve Adams, acting Chair  
Council Member Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Chief White, PD  
Chief Gabriel, Fire  
Troy Tymesen, Finance Director  
Keith Erickson, Communication Coordinator  
Renata McLeod, City Clerk

**Item 1. Approval of Agreement with BBC Consulting, Inc. for the 2015 Housing Needs Assessment and Analysis of Impediments.**  
**(Resolution No. 15-005)**

Renata McLeod noted in her staff report that in October 2014 the City published a request for proposals (RFP) for professional services to conduct a Housing Needs Assessment and Analysis of impediments to fair housing. Two proposals were received and reviewed by staff and a member of the Ad Hoc Committee, with BBC Research and Consulting, Inc. being recommended for the professional services. After additional negotiations with BBC Consulting, staff recommends entering in an agreement for services. The housing needs assessment is a valuable document in determining citywide goals for use of the Community Development Block Grant (CDBG) funds, as well as, providing the City with a clear housing needs picture. The analysis of impediments is a requirement of CDBG funding, and should be completed every 3-5 years. CDBG administration funds will be utilized to pay the contract cost of \$35,000.00. Some funds will be moved from the sidewalk line item to cover the cost of the Agreement for services, as the sidewalk project will not be completed this year. Approving the contract will allow BBC Research and Consulting, Inc. to move forward with their research and provide a finalized document by June 30, 2015.

**MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 15-005 approving an agreement with BBC Research and Consulting, Inc. for professional services for a 2015 Housing Needs Assessment and Analysis of Impediments to Fair Housing. Motion Carried.**

**Item 2. Donation of surplus handgun holsters to the North Idaho College Patrol Academy.**  
**(Resolution No. 15-005)**

Chief White is seeking approval to donate 15 surplus Blackhawk handgun holsters to the North Idaho College's Basic Patrol Academy. Chief White noted in his staff report that the Police Department recently transitioned from Blackhawk (CDJ 1100) holsters to an upgraded Tactical Design Labs holster which allows for better weapon retention and support of a handgun-mounted flashlight. The department currently has over 70 used Blackhawk holsters. The majority of the old holsters will be retained for training purposes; however, the remaining holsters are surplus. The City has an excellent relationship with North Idaho College and this donation would be of great benefit to the Basic Patrol Academy at the College.

**MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 15-005 authorizing the Police Department to donate 15 surplus Blackhawk handgun holsters to the North Idaho College Basic Patrol Academy. Motion Carried.**

**Item 3. Equipment Loan Agreement with Kootenai County Fire and Rescue.  
(Resolution No. 15-005)**

Chief Gabriel is requesting Council allow the Fire Department to enter into a loan agreement with Kootenai County Fire & Rescue (KCFR) for the use of four Motorola radios. Chief Gabriel's stated in his staff reported that the Fire Department is now part of the joint S.W.A.T. team with the City's Police Department and Kootenai County Sheriff's Office. As with any specialty team, communications plays a major role. Therefore, we need to equip all four of our members who are on the team with communication equipment that can be programmed to the same channels of the S.W.A.T. team. The Fire Department does not have four extra radios for this nor have we budgeted \$20,000 to purchase new radios. KCFR has a extra radios that can be used for this task. The agreement will only cost the City if we lose, break, or damage the radios. The radios are a vital part of team members equipment. They are a life line to other members in case things go wrong or if necessary information needs to be passed on.

**MOTION: by Evans seconded by Adams to recommend that Council adopt Resolution No. 15-005 allowing the Fire Department to enter into a loan agreement with Kootenai County Fire and Rescue for the use of four Motorola radios. Motion Carried.**

The meeting adjourned at 12:15 p.m.

Respectfully submitted,

*Juanita Knight*  
Recording Secretary

**PUBLIC WORKS COMMITTEE  
MINUTES  
January 26, 2015  
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  
Sid Fredrickson, WW Superintendent  
Keith Erickson, Comm. Coord.  
Terry Pickel, Asst. Water Supt.  
Troy Tymesen, Finance Director  
Warren Wilson, Deputy City Attorney  
Jim Hammond, City Administrator

**Item 1           Agreeing to 2012 MOA for the Spokane River Regional Toxics Task Force  
Consent Calendar**

Sid Fredrickson, Wastewater Superintendent, presented a request for council acceptance and signing of the Memorandum of Agreement to the 2012 Spokane Regional Toxics Task Force document.

Mr. Fredrickson explained in his staff report that the Spokane River Regional Toxics Task Force (SRRTTF) was formally created in early 2012. It involves all of the agencies and companies that have a stake in the water quality of the Spokane River. Coeur d'Alene has been an active participant in the SRRTTF since its inception and has, with council approval, monetarily contributed its prorated share of the costs, but has not formally adopted the Memorandum of Agreement. On advice of the city's environmental counsel, the city should be a signatory on the Memorandum of Agreement also. This action will put the city in full compliance with the discharge permit which became effective December 1, 2014, and will leave no room for erroneous interpretations as to whether or not the city is in full compliance with the discharge permit.

Mr. Fredrickson confirmed that this MOA does not obligate funds. The city has contributed funding on the technical work that the task force is doing such as sampling and testing, but has not contributed to the business entity. They have also joined forces with the Hayden Area Regional Sewer Board and City of Post Falls to come up with a collaborative way to do the river surface testing that is required in the permit. Signing the MOA makes the agreement part of the permit and makes it very clear to the compliance auditor what they are and are not responsible for. They are also working with their consultants in the preparation of their own individual toxics management plan and are trying to spell out how they measure compliance.

Councilmember Gookin asked what would happen in 2016 when the agreement expires. Mr. Fredrickson said they would probably renew it. The permit cycle is five years, so the city's permit became effective December 1, 2014 and would be in effect until November 30, 2019.

**MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approve Resolution 15-005, authorizing the acceptance and signing of the Memorandum of Agreement to the 2012 Spokane River Regional Toxics Task Force document.   Motion carried.**



**Item 2            Approval of AT&T Supplemental Agreement  
Consent Calendar**

Terry Pickel, Assistant Water Superintendent, presented a request for council approval of a Supplemental Agreement with New Cingular Wireless/AT&T for modifications to the current cell site and lease rates.

Mr. Pickel explained in his staff report that it is general practice for cellular providers to utilize existing infrastructure where available for cellular communications equipment. This saves them the cost of constructing very expensive towers. New Cingular Wireless/AT&T is proposing to expand their equipment on the Prairie Standpipe. They are proposing to increase the number of antenna panels to 15. Staff considered this a material modification to the first supplemental agreement and negotiated with New Cingular Wireless/AT&T for an increase in the monthly lease rate, from about \$946.00 a month to \$1,300.00 a month.

Councilmember Gookin asked about the yearly 3% increases and noted that council will be discussing those in the future. He wondered if any changes that council made would apply to this situation. Mr. Wilson said that it wouldn't automatically apply to contracts that have already been entered into by the city. As those contracts come up for renewal, those changes could possibly come into play. Mr. Pickel noted that typically their contracts are either 3% increase per year, or 15% increase after five year. The money goes into a miscellaneous revenue fund.

**MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve Resolution No. 15-005 authorizing a Supplemental Agreement with New Cingular Wireless/AF & T for modifications to the current cell site and lease rates. Motion carried.**

The meeting adjourned at 4:10 p.m.

Respectfully submitted,

Amy C. Ferguson  
Public Works Committee Liaison