

Coeur d'Alene

CITY COUNCIL MEETING

August 19, 2014

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

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

CONSENT CALENDAR

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

August 5, 2014

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room August 5, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

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

THORCO FIELD PRESENTATION: Interim Parks Director Bill Greenwood stated that the community is great due to people that volunteer and help out with the community projects, including those that donate land and money for those projects. One example of a great community project is the baseball field at Ramsey Park, as it included a donation from Thorco, Inc. As such, Mr. Greenwood presented Jim Thorpe with a plaque in honor of Thorco's donation to the City for Ramsey Park. The field has been named Thorco Field in their honor.

PUBLIC COMMENTS:

Matt Deerfield, Coeur d'Alene, stated that he recently read an article regarding the \$1.2 million allocated for a new transit station for the local bus service. He expressed concerns regarding the previous cuts to the routes. He stated that there are a lot of working poor in Idaho and a large need for the bus service, especially those that are disabled and unable to drive. He would like to see the bus hours and service increased. He hopes the Citilink group will connect with STA out of Spokane, as that would increase the bus service. Councilmember Gookin stated that KMPO group oversees Citilink and he will bring these concerns up at the next meeting.

Chet Gaede, Coeur d'Alene, expressed excitement that the City has the opportunity to purchase the BNSF railroad property and that the City Council is lucky that a large amount of work and community involvement has already taken place. He requested the Council take their time in entering into Memorandums of Understanding with adjoining land owners and would like them to seek public input regarding property trades. He encouraged the Council to utilize existing committees.

Bryan Lewis, Coeur d'Alene, expressed concern regarding the future expansion of the park in Mill River. There are new apartments in the neighborhood which has increased the number of people using the park. Due to the fact that there are only 13 parking stalls for the park, many vehicles are parked illegally daily. He is concerned that additional use of the park will increase potential vehicular/pedestrian conflicts. He stated that there has already been increased crime in the area, and that the neighborhood does not have a large police presence. This park is a neighborhood-centric park and he would like it to remain that way, and requested a possible speed limit reduction. Mayor Widmyer encouraged him to be involved in future planning meetings.

John Bruning, Coeur d'Alene, stated that he represents the Centennial Trail Foundation and encouraged the City Council to complete the purchase of the Burlington Northern property. There are several places along the route where one can see the area along the river, and it would be a much different route to experience than bicycling along Hwy 41, as he rode it the other day.

David Barger, Coeur d'Alene, recommended that citizens listen to republicbroadcasting.org.

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

1. Approval of Council Minutes for July 15, 2014, July 22, 2014, and July 24, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for August 11, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Approval of Beer and Wine License for Summit Cider Company, located at 3884 N. Schreiber Way, #201; Davon Sjostrom and Jason Fletcher (new)
5. Approval of Cemetery lot transfer from Kathryn Smith to Harold Wilson, Lot 23, Blk 18, Section A, Forest Cemetery
6. Approval of Cemetery lot repurchase from Dinah Woods, Lots 355, 356, Blk H, Section RIV, Forest Cemetery Annex.
7. Approval of **Resolution No. 14-031 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 PROFESSIONAL SERVICES CONTRACT WITH COLUMBIA VALUATION GROUP FOR NEGOTIATION SERVICES.**

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

COUNCIL ANNOUNCEMENTS:

Councilmember Gookin stated that he attended the Wastewater Treatment Plant's 75th anniversary that included a tour of the plant. Wastewater Superintendent Sid Fredrickson is working on a book regarding the history of the plant, as the City of Coeur d'Alene was the first city to build a secondary treatment plant before the Federal government required it. Additionally, he received an E-mail from the Idaho Freedom Foundation stating that city governments saying that they have lowered levy rates is not true and that Coeur d'Alene stating a

0% percent property tax increase; while increasing their budget could not be true. Councilmember Gookin clarified that the amount of increase in the budget is from new growth, and is not a tax increase.

Councilmember Evans announced that Art on the Edge will be holding a “Chalk it Up” community sidewalk event that will feature sidewalk chalk art on August 15, 2014 from 5:00 – 8:00 p.m. in the midtown area from Roosevelt to Montana Avenue. Replicate art prints can be ordered.

ADMINISTRATOR’S REPORT: Interim City Administrator Troy Tymesen stated that Kootenai Health has announced that it will become a partner with the Mayo Clinic. North Idaho College graphic design students have drafted potential future city logos, more information will be presented at the next General Services meeting. The employees of the city of Coeur d’Alene’s wastewater treatment utility served up more than 300 free hamburgers and hot dogs last Friday to celebrate the 75th year anniversary of the opening of the treatment plant on the Spokane River. The city of Coeur d’Alene was a trailblazer in the handling of sewage, building its first treatment plant in 1939. The secondary treatment plant was among the first of its kind in the Pacific Northwest and provided an advanced form of treatment that would not be required by law for another 33 years. The third piece of public art was installed at McEuen Park on Wednesday at the Third Street entrance on Front Avenue. “Allium Spring Chorus” is the work of Somerville, Mass., artist David Tonnesen, who made his first trip to Coeur d’Alene to help set it up. The inspiration of the design is the allium plant, a wild onion that is native to Idaho, and the three flower heads include hundreds of metal stars that will catch and reflect light from six LED lights shining gold and purple. The next pieces of art to be installed at the park will be “The Explorers,” a bronze sculpture representing two boys and a girl playing on a log, and American Worker, a bronze statue paying tribute to the working class. The Explorers will be installed at the base of Tubbs Hill at the trail confluence. “American Worker,” donated by local businessman Dean Haagenson, will be located on Front Avenue near Sixth Street. Both pieces are expected to be installed in August. Three years ago the Police Department implemented a new program aimed at bringing families to the downtown area for a free, fun event. The free movies in the park allow for officers to engage with the public in a very positive way. Officers and safety prevention councils offer character education lessons and safety tips to kids prior to the start of the movie. Free hot popcorn is served and officers hand out stickers to the kids. This year the department hosted three movie showings, with the last one for the summer season to be held Saturday, August 9th, in the City Park at dusk. The movie will be “Despicable Me 2.” “Doctor Who returns to BBC America with Series 8 on August 23rd, and the library is gearing up for it with a special dalek-stravaganza of wibbly-wobbly, timey-wimey activities. Join us for games, crafts, trivia, and prizes galore in the Community Room on August 16th, 1 – 4 p.m., for a day of Whovian family fun. Other August programs include a variety of programs for teens plus continuing the summer reading program for kids. Free family movies will be screened in the Shirley Parker Storyroom each Monday at 1:00 p.m. Snacks are included. Each Friday from 1:00 to 3:00 p.m. the Children’s Library will host the Game Cafe for some non-electronic fun. Summer Reading, “Fizz, Boom, Read,” has begun in the Seagraves Children’s Library on the lower level, and continues through August. All programs, for ages newborn and up, are free and most do not require registration. Even if children do not attend programs, families are invited to visit the library for a Reading Log to keep track of the time children spend reading or being read

to. For every three hours of reading time bring the log back to the library to collect a prize. For more information about the “Fizz, Boom, Read” summer program, call the Library at 769-2315. Anna Eckhart, a deputy prosecutor with the city of Coeur d’Alene, was honored this week for dedicating nine years to the County’s Mental Health Court. Eckhart’s recent appointment to serve as a magistrate judge will require her to step down from the volunteer position. Mr. Tymesen congratulated Ms. Eckhart on her appointment as a Magistrate Judge, after working for the City’s legal division for 11 years. He also stated that the completion of the Atlas Well #2 is coming along, the building has been painted inside and out, all paving and outside cement work has been done. The fence company has started the security fence around the well yard and the pump and motor assembly is expected to be installed within the next week or two. Recently, there have been articles about unfortunate water systems locally and nationwide which have been unable to meet the needs of their customers and keep up with the demand during the recent run of hot weather. The City of Coeur d’Alene has excess pumping capacity and can easily meet the maximum amount of water we have ever pumped in a single day. When the new Atlas Well #2 is online, we will be able to meet the peak day demand with the largest well off line. This is the “gold standard” for a water system. Several regional systems are in trouble because of power outages – the City of Coeur d’Alene has backup generators and can meet most emergency needs during a power outage. The cities of Toledo, Ohio and Charlestown, West Virginia had to advise their customers not to drink the water for a period of time. While not fully immune to these things, having a groundwater source instead of a surface water source gives us substantial protection from them. He announced that the City of Coeur d’Alene is seeking a Community Planning Director. The successful candidate will have demonstrated commitment to working as part of a team and an interest in creating a thriving, livable, and pedestrian/bicycle oriented city in beautiful North Idaho. Job duties include managing the city’s planning and community development functions with an emphasis on long-range planning. Complete job announcement and application are available on the city’s website, www.cdaid.org. Filing deadline is August 22, 2014. The city is also recruiting for Assistant City Attorney, Police Officer, Temporary Grounds Maintenance Workers, and Part-time Sports Officials. Please visit the city website and click on the “Job Posting” icon on the main page for a list of current openings at the City of Coeur d’Alene. Coeur d’Alene Arts Commission seeking nominations for the 19th Annual Mayor’s Awards in the Arts. Please consider nominating a deserving individual, business, or organization in the categories of Excellence in the Arts, Support of the Arts, and Arts in Education. You may pick up a nomination form at City Hall, or download and print a form from www.cdaid.org. Nominations must be submitted by September 1, 2014. For more information, call Steve Anthony at 769-2249, or email stevea@cdaid.org. The city of Coeur d’Alene strives to provide responsive, consistent and convenient services to the citizens of our community. In order to best achieve this commitment, the city has implemented another tool. Each month, a “CityPoll” question will be posed to learn how the community feels about a particular issue. This tool was launched last Friday, and as of Tuesday the City had received 171 votes. This is not a survey, but a poll asking primarily “yes” or “no” questions. Data collected will be used as guidance in the city’s strategic planning process. One vote is allowed per computer per month. The city is accepting polling question ideas from the City Council and the community. This month’s question is regarding Dog Parks. Visit www.cdaid.org to participate and let your voice be heard. The July issue of Municipal Milestones, a monthly e-newsletter covering city news and events, employees, departments at work, and other timely city information and issues, is available on our website. The newsletter is also emailed on the second Tuesday of each month. To view the

newsletter and instructions for receiving a monthly email version, visit the city's website www.cdavid.org, and click on the icon on the lower left corner. Additionally, Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen.

**COUNCIL BILL NO. 14-1013
ORDINANCE NO. 3489**

AN ORDINANCE EXCLUDING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 17, TOWNSHIP 50 NORTH, RANGE 3 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE.

STAFF REPORT: City Attorney Mike Gridley stated that the City Council heard and approved this item in December 2013. The action requested tonight is to authorize the Council Bill No. 14-1103 to finalize the de-annexation request. This small amount of property abuts the remaining parcel that is outside of the city limits and this action will allow the parcel to be completely under one jurisdiction.

MOTION: Motion by McEvers, seconded by Edinger, to pass the first reading of **Council Bill No. 14-1013**.

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt **Council Bill 14-1013** by its having had one reading by title only.

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

**COUNCIL BILL NO. 14-1012
ORDINANCE NO. 3488**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 4.05.030, 4.25.080, 4.25.120 AND ADDING A NEW SECTION 10.02.030 TO PROVIDE A DEFINITION OF ROBOT, AUTHORIZE THE USE OF ROBOTS ON PUBLIC PROPERTY AND THE USE OF AUTONOMOUSLY OPERATED VEHICLES ON CITY STREETS; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

STAFF REPORT: Mr. Gridley stated that this code amendment is based on a request from a citizen, Nick Smoot, who is representing the robotics and technology industry. Mr. Smoot's hope is that this code will demonstrate support to the growing industry of robotics within Coeur d'Alene. As discussed at the last City Council meeting, amendments were made to the proposed code to remove the licensing requirements and make it clear that robots are authorized on public city-owned property within certain limits with the abeyance of regulations and signage. This would also allow for autonomous operating vehicles upon city streets.

DISCUSSION: Councilmember Gookin thanked Mr. Gridley and Mr. Smoot for addressing the concerns of the citizens and turning the code into a permission one rather than a restricted one. Councilmember McEvers asked for clarity regarding the section related to animals not being allowed on beaches. Mr. Gridley stated that robots would be allowed on beaches unless it is posted otherwise. Councilmember McEvers asked what the ramifications would be if the code is not approved. Mr. Smoot stated that certain parts of research and development would need to occur on private property and/or they would need to seek special permission from the city each time they needed public space. He stated that this code would be a method of setting the city aside as a place for corporations to come and do research and development. Mr. Gridley clarified that state law would be the code that prohibits use of autonomous vehicles, but when the state law changes the city would allow it under this code section. Councilmember Evans asked if other cities have allowed the Google autonomous type cars. Mr. Smoot stated that the states of Nevada, California, and Michigan have authorized it; however, the City of Coeur d'Alene would be unique by approving a code that allows use on public property. He stated that the United Kingdom is looking at creating areas for research and development in old towns and dilapidated buildings. Councilmember Miller stated that she first thought it was a request that was a marketing tool; however, she believes it is a positive thing for Coeur d'Alene especially if we can be the first one to pass the permissible code. She stated that the small amount of effort and time to create the code would be worth it if it encourages a company to move to the area. Councilmember Gookin asked if robots are currently illegal on public property. Mr. Gridley stated that they would likely be treated as a toy; the distinction would be the size and type of movement required. Councilmember Edinger stated that he believes there are some good points to the code and that the city could give it a try and always repeal it if it is not working.

MOTION: Motion by Gookin, seconded by Miller, to pass the first reading of Council Bill No. 14-1012.

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

MOTION: Motion by Gookin, seconded by Evans, to suspend the rules and to adopt Council Bill 14-1012 by its having had one reading by title only.

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

BNSF ACQUISITION FUNDING OPTIONS.

STAFF REPORT: Mr. Gridley reviewed a map and photographs of the area of the BNSF railroad right-of-way that is the subject of the property acquisition. Future planning of the area would include discussions regarding increased green space, trails, and increased opportunity for public use. He clarified that at the July 15, 2014 City Council meeting he told the City Council he would bring funding options back for consideration for the acquisition of the railroad right-of-way. He outlined two options to fund the \$2.5 million dollar acquisition cost. The first staff recommended option is to partner with LCDC with the balance of the funding from the fund balance. He stated that the LCDC property acquisition sub-committee has stated that they will recommend funding of the areas that are included within their district and their contribution is estimated to be \$1.4 Million. Repayment to the General Fund could occur with the expected \$1.0 Million in annexation fees from the Atlas Mill site annexation, foregone taxes, or approval for a bond or levy in 2015. Another option is to encourage LCDC to purchase the entire property within their district, with developers directly purchasing areas outside of the district. Thereafter, the City could try to negotiate with developers for waterfront access during the annexation process. He encouraged the Council to seek option one of partnering with LCDC. He said that the city is known for its water frontage, and this acquisition would allow an opportunity to trade land for the water access/frontage ensuring the public has access to the water.

DISCUSSION: Councilmember Edinger asked for clarification regarding the amount of fund balance money that would be needed. Mr. Tymesen stated that the fund balance is currently at \$4.7 Million, and that expenses are approximately \$90,000 per day. Therefore the City could go 52 days on its own cash; the minimum governmental standard is 60 days. He clarified that if the fund balance is used for this acquisition, the fund balance would provide 41 days of coverage. Therefore, he would look for the repayment of the \$1.0 million as quickly as possible in order to bring the coverage back to 52 days. Councilmember Edinger asked if there is potential debt that those funds would be needed for rather than this acquisition. Mr. Gridley stated that there are always chances of being sued, but the city does have options when those types of expenses come up.

Councilmember Gookin stated that he does not believe foregone funds should be an option and the bond/levy concept would be a tough sell to voters if we have a fund balance. He believes the best option is to partner with LCDC as it can be justified due to the fact that they would remove the blight of an old railroad line and the area currently has no value. His only reservation is that the city does not control LCDC. Mr. Gridley stated that their track record demonstrates that they will work with the city as a partner in public projects. Councilman Gookin asked for clarity regarding the estimated \$1.0 Million in future annexation fees. Mr. Gridley stated that the risk would be if the economy tanked and the developer did not finalize the development. However, there is nothing to indicate that the annexation will not move forward, so it is reasonable to assume that the fees will come within the next year. He stated that any annexation fees received in this corridor can be dedicated to replenishing the general fund. Mr. Tymesen clarified that annexation fees generally go into the general fund, as it is designed to pay for services before property taxes are collected and he believes it would be a good idea to dedicate those funds toward repayment. Councilmember McEvers asked for clarity regarding the funds needed for

acquisition. Mr. Gridley stated that there would be additional costs such as surveying, environmental reviews, and master planning so he would request the Council authorize up to \$1.1 Million. Mr. Tymesen clarified that they do not know the density of the annexation area; therefore, the remainder would be coming from fund balance. Mayor Widmyer clarified that the standard amount of cash on hand to cover expenses should be 60 days and the city is currently at 52 days. Councilmember Edinger asked for clarification regarding the estimated annexation fee expected from the Stimson annexation. Mr. Gridley stated that Douglas property that was recently annexed still owes approximately \$250,000, and the potential future Stimson property annexation fees are estimated to be \$700,000 depending on the density requested. Councilmember Edinger clarified that a motion from the Council would be needed to dedicate those fees to repay the general fund. Councilmember Evans asked what the pros and cons are of using city utility funds. Mr. Tymesen stated that the cost of the money would be more as the City pays back the interest the utility funds would normally earn and it would require more record keeping. Councilmember Adams asked when was the most recent time the city almost ran out of cash on hand. Mr. Tymesen stated that approximately 10 months ago was the most challenging time for the fund balance; as he was challenged to write a check for a lawsuit while acquiring land. Councilmember Adams asked if there was anything that the city could legally do with LCDC to ensure that the city controls the land and it is used exclusively for public access. Mr. Gridley stated that he has not researched it, but believes the City could do a Memorandum of Understanding. Councilmember Miller asked if there was a conversation with LCDC regarding expanding their district by the allowable amount to increase the amount they would pay within this project area. Mr. Gridley stated that he has not had conversations regarding this current project; but previous owners would not have wanted to be included in the district. LCDC could discuss expansion; however, it takes time to do and would require council approval.

Mayor Widmyer stated that he is in favor of the purchase and LCDC participating. He is in favor of using the utility fund for the City's portion, as he is uncomfortable being below the standard of 52 days to cover ongoing expenses. He does agree that pay back of the utility fund should occur with annexation fees or developer participation. He reminded the Council that the City is still self-insured.

MOTION: Motion by Evans, seconded by Miller to authorize staff to proceed with the BNSF acquisition to include a formal request for funding from LCDC and use of fund balance and/or other city funds up to \$1.1 Million.

DISCUSSION: Councilmember Adams asked what the interest rate would be to borrow from the utility funds. Mr. Tymesen stated that it would currently be about 0.37%. Councilmember Gookin asked for clarity on the intent of the motion. Councilmember Evans stated that the motion is to utilize fund balance and use the utility funds as a backup in case it is needed. Councilmember Gookin asked who would make the determination of which funds to use. Mr. Gridley stated that Finance Director would make the determination. Councilmember Edinger stated that he does not think the motion is very clear as other city funds could have other meanings. Mr. Tymesen stated that if the City were going month after month without collecting annexation fees and the voters wanted to seek a bond, he would recommend using other funds to bring the fund balance up to keep the city's bond rating up, although he doesn't see that happening in this time frame. Mr. Tymesen stated that he would prefer to use the cash reserves

under the wastewater utility which would also put pressure on the City to put the money back into the fund. Councilmember Gookin asked if Councilmember Evans would amend the motion to include the use of a loan from the wastewater utility with repayment from annexation fees. Councilmember Evans and Miller agreed to the amendment.

AMENDED MOTION: Motion by Evans seconded by Miller to authorize staff to proceed with the BNSF acquisition to include a formal request for funding from LCDC and use of up to a \$1.1 Million loan from the wastewater utility to be paid back with annexation fees.

DISCUSSION: Councilmember Adams stated that he was glad that the motion was amended especially since the interest is so low. Councilmember Miller asked if she had a clear understanding that if a situation came up and there was a deficit in our fund balance, the City could pull from utility funds at that time. Mr. Tymesen confirmed that she understood correctly.

Amended Motion carried.

REQUEST TO NEGOTIATE MEMORANDUM OF AGREEMENTS WITH ADJOINING LAND OWNERS TO THE BNSF PARCEL REGARDING LAND EXCHANGES

STAFF REPORT: Mr. Gridley stated that city staff has been contacted by the owners of land on either side of the rail road right-of-way the city is in the process of acquiring. These property owners are interested in trading waterfront property that they will own along the Spokane River to the city in exchange for portions of right-of-way that the city is purchasing. He clarified that the BNSF right-of-way runs near the river in many places and there is no actual waterfront access from the property to the river. If the Council's goal is to gain public access to the river along the right-of-way, the city could exchange property with waterfront land owners. Before the adjoining landowners complete the purchase, annexation, and planning for the development of their property they would like some assurance that the city is willing to negotiate for a mutually beneficial land exchange. Specific agreements would come forward to council for approval as they arise.

DISCUSSION: Councilmember McEvers stated that this area is referenced in the Comprehensive Plan and wondered if there was intent to form a new committee. Mr. Gridley stated that the BLM property that extends to the Four Corners involves meeting with stakeholders, then taking input and coming up with a plan. They have talked about extending their discussions to this BNSF right-of-way area and including it in the planning, but he has not heard of setting up a new committee. Councilmember McEvers stated that he would like to see enforcement of the shoreline ordinance and felt the annexation agreement gives the city leverage. Mr. Gridley stated that the property exchange and annexation agreement negotiations will work in parallel. Mayor Widmyer stated that the City is in the process of the Four Corners study and Welch Comer is going to bring people together within the next month. That group has talked about expanding discussions out to Huetter, so it might be a possibility to include this in their discussions. Mr. Gridley stated that the City could expand their contract with Welch Comer with additions to the scope of services. Councilmember Gookin clarified that even if a portion of property is traded the city would still get a trail through the area. Mr. Gridley stated that the merits of property trades would be based on what makes sense for the public and the developers.

MOTION: Motion by Gookin, seconded by McEvers to authorize staff to proceed with the negotiating Memorandum of Agreements with landowners adjoining the BNSF right-of-way that would support the option of land exchanges to provide public access to the Spokane River.
Motion carried.

VACATION OF A 10 FOOT STREET OF RIGHT-OF-WAY, ADJOINING MOUNTAIN AVENUE FROM LAKE SHORE ADDITION PLAT.

STAFF REPORT: City Engineer Gordon Dobler stated 45 notifications were mailed out; 6 responses were received with 5 in favor 1 neutral. He clarified that the request for vacation includes right-of-way that came forward through two plats. In 1900 right-of-way of 60 feet was received and in 1907 an additional 10 foot strip of land was received. The intended use of the right-of-way is assumed to be an alley. The end result of the platting that occurred in the area was a 70' right-of-way for Mountain Avenue. The 10' area that was dedicated on the Lake Shore Addition was encroached upon by residential improvements of the adjoining lots. The vacation of this area would have no impact on the current street section, nor any future improvements.

PUBLIC COMMENTS: Mayor Widmyer called for public comments.

Chuck Hosack, Coeur d'Alene, asked how the property transfer would work and wondered if he would end up with a Deed. Mr. Dobler explained that the City would record the ordinance at the County, and they would add the additional 10 feet to the abutting property, which would show up in a title report and on the county assessments.

Having no other comments, public comment was closed.

MOTION: Motion by McEvers, seconded by Gookin to approve the Vacation of a 10 foot street of right-of-way, adjoining Mountain Avenue from Lake Shore Addition Plat.

DISCUSSION: Councilmember Gookin stated that this item came to the Public Works Committee and the request was due to a property owner wanting to build only to find that the area he thought he owned was within the right-of-way.

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

EXECUTIVE SESSION: Motion by McEvers, seconded by Gookin to enter into Executive Session as provided by Idaho Code 67-2345 § (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general; § (b) To consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; (d) To consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code,

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

The City Council entered into Executive Session at 8:07 p.m. Those present were the Mayor, City Council, City Administrator, Police Chief, Human Resource Director, Deputy City Attorney, and City Attorney. Council returned to regular session at 8:32 p.m.

MOTION: Motion by Gookin, seconded by Edinger to approve a conditional offer of employment to Police Chief Candidate Lee White. **Motion carried.**

MOTION: Motion by Gookin, seconded by Evans to re-enter into Executive Session as provided by Idaho Code 67-2345 § (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general; § (b) To consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student; (d) To consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code, 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: Miller Aye; Evans Aye; Adams Aye; McEvers Aye; Gookin Aye. **Motion carried.**

The City Council re-entered into Executive Session at 8:33 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Attorney, and City Attorney. Council returned to regular session at 9:37 p.m.

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

The meeting adjourned at 9:37 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

DATE: AUGUST 14, 2014
TO: MAYOR AND CITY COUNCIL
FROM: PLANNING DEPARTMENT
RE: SETTING OF PUBLIC HEARING DATE: SEPTEMBER 2, 2014

Mayor Widmyer,

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

<u>ITEM NO.</u>	<u>REQUEST</u>	<u>COMMISSION ACTION</u>	<u>COMMENT</u>
A-4-14	Proposed annexation from County AS to City R-3 and R-8 Applicant: Larry Fluet Revocable Trust Location: Between Pennsylvania Avenue, Fernan Hill Road, Lilac Lane and Interstate-90.	Approve	Quasi-Judicial
ZC-1-14	Proposed zone change from County AS to City R-3, R-8, R-17 zoning district Applicant: Larry Fluet Revocable Trust Location: Between Pennsylvania Avenue, Fernan Hill Road, Lilac Lane and Interstate-90	Approve	Quasi-Judicial
ZC-2-14	Proposed zone change from R-17 to NC (Neighborhood Commercial) Applicant: David Rucker Location: 602 E. Garden	Approve	Quasi-Judicial

In order to satisfy the mandatory 15-day notice requirement, the next recommended hearing date will be **SEPTEMBER 2, 2014.**

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 07/18/14
Department Name / Employee Name / Date

Request made by: Betty Westover 208-461-4125
Name / Phone

2900 N Government Way Box 52 CDA 83815
Address

PO Box 5198 Quartzsite AZ 85359 (2908 Francis-CDA)

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Robert Bloyed to Betty Westover

Niche(s): _____

Lot(s): 14, _____, _____, _____, _____, _____. Block: 33 Section: B

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

Copy of / / Deed or / / Certificate of Sale must be attached. (Not Available purch. 1952)

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

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

Title transfer fee (\$ 40⁰⁰) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 729244

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

[Signature]
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes No Adding Cremain
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Robert Bloyed
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 70.00 per lot.

[Signature] Supervisor's Init. 8/1/14 Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: Yes / / No.

Person making request is authorized to execute the claim: MCC 8/1/14
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: July 29, 2014

From: Kenny Gabriel, Fire Chief

Re: Multiple Organization EMS Agency

DECISION POINT: Should Council approve the Fire Department be a participant in the County wide Emergency Medical Service (EMS) Licensure.

HISTORY: Currently the Coeur d'Alene Fire Department is the only Fire Department that holds its own Advanced Life Support non-transport agency licensure through the State. Other Fire Departments within Kootenai County have only Basic Life Support licensure. All contracted agencies operate under the KCEMSS transport license.

FINANCIAL ANALYSIS: There is no monetary issue with this proposal, however, there will be a time savings as our members will no longer have to produce multiple reports for a single incident.

PERFORMANCE ANALYSIS: It is the opinion of all the Chiefs in the County to apply for this new type of licensure. With that all agencies will operate under the single license and deployment plan. The Fire Department's in the County currently operates in this manner for the day to day operations and formalizing this through the State would streamline many ongoing challenges including:

*County wide data collection.

*Reduce duplicate reporting by crews with patient care reports.

*Simplify the validation process through the State EMS Bureau. We have been non-compliant for several years due to our County Systems inability to properly track necessary date.

DECISION POINT/RECOMMENDATION: Approve the Fire Department entering into a County wide EMS Licensure.

RESOLUTION NO. 14-032

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF AN AGREEMENT FOR MAINTENANCE /WARRANTY OF SUBDIVISION WORK FOR BELLERIVE 4TH ADDITION WITH RIVERSTONE WATERFRONT, LLC; APPROVAL OF AN AGREEMENT TO PERFORM SUBDIVISION WORK AND FINAL PLAT APPROVAL FOR BELLERIVE 5TH ADDITION WITH RIVERSTONE WATERFRONT, LLC; APPROVAL OF A MEMORANDUM OF AGREEMENT WITH KOOTENAI COUNTY FOR MAINTENANCE AND USE OF THE SPILLMAN PUBLIC SAFETY SYSTEM FOR POLICE AND FIRE DEPARTMENTS; APPROVAL OF THE DECLARATION OF THE SURPLUS 5 POLICE DEPARTMENT VEHICLES.

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

- A) Approval of an Agreement for Maintenance /Warranty of Subdivision Work for Bellerive 4th Addition with Riverstone Waterfront, LLC;
- B) Approval of an Agreement to Perform Subdivision Work and Final Plat approval for Bellerive 5th Addition with Riverstone Waterfront, LLC;
- C) Approval of a Memorandum of Agreement with Kootenai County for Maintenance and Use of the Spillman Public Safety System for Police and Fire Departments;
- D) Approval of the Declaration of the Surplus 5 Police Department Vehicles;

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 D" 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 19th day of August, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: August 19, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Bellerive 4th Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Bellerive 4th Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant:
Robert Newell
Riverstone Waterfront, LLC
1950 W. Bellerive Lane
Suite 107
Coeur d'Alene, ID 83814
- b. Location: Between Bellerive Lane and the Spokane River, south of Beebe Blvd.
- c. Previous Action:
 1. Final plat approval of the Bellerive 4th Addition, March 2014.

FINANCIAL ANALYSIS

The developer is providing warranty security amounting to \$6,813.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer has installed all of the required public improvements, and the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on August 19, 2014.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty Agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Bellerive 4th Addition

THIS AGREEMENT made this ____ day of August, 2014 between Riverstone Waterfront, LLC, whose address is 1950 W. Bellerive Lane, Suite #109, Coeur d'Alene, ID, 83814, with Robert L. Newell, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Bellerive 4th Addition, a seventeen (17) lot, residential development in Coeur d'Alene, situated in the South ½ of Section 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Bellerive Fourth Addition", signed and stamped by Drew C. Dittman, PE, # 11138, dated February 21, 2014, including but not limited to: sanitary sewer lateral services, potable water services, stormwater drainage swales, drywells and appurtenances, concrete curb and, sidewalk, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Six Thousand Eight Hundred Thirteen and 00/100 Dollars (\$6,813.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 19th day of August, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

Owner's Reimbursement to the City: The Parties further agree that the City has utilized substantial staff time to prepare this agreement, which will benefit the Owner. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written.

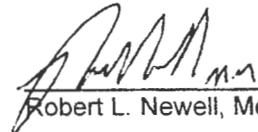
City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Riverstone Waterfront, LLC



Robert L. Newell, Member

Performance Bonding Estimate

SIZE	Description	Quantity	Units	Unit Price	Amount
Water Improvements		Water Improvements			
	1" Water Service	9 ea		\$ 1,250.00	\$ 11,250.00
	Remove existing 2" water service	2 ea		\$ 1,000.00	\$ 2,000.00
		Water Subtotal: \$			13,250.00
Sewer Improvements		Sewer Improvements			
	4" Sewer Service	10 ea		\$ 1,000.00	\$ 10,000.00
		Sewer Subtotal: \$			10,000.00
Hard Surface Improvements		Hard Surface Improvements			
	Sidewalk 5' Concrete	6,713 sf		\$ 3.75	\$ 25,173.75
	Rolled Curb & Gutter	135 lf		\$ 14.50	\$ 1,957.50
	Sidewalk Underdrain	3 ea		\$ 1,500.00	\$ 4,500.00
	Roadway Repair	250 sy		\$ 20.00	\$ 5,000.00
		Hard Surface Subtotal: \$			36,631.25
Stormwater Improvements		Stormwater Improvements			
	Dry Wells 600 gal Type A	2 ea		\$ 2,000.00	\$ 4,000.00
	Dry Wells 1000 gal Type B	1 ea		\$ 2,250.00	\$ 2,250.00
	Swale, shaped & hydroseed	1,600 sf		\$ 1.25	\$ 2,000.00
		Stormwater Subtotal: \$			8,250.00
Total COST \$					68,131.25

Reduction to 100% for MW gr. 6,813.-

**CITY COUNCIL
STAFF REPORT**

DATE: August 19, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Bellerive 5th Addition: Final Plat Approval, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty four (24) lot residential development.
2. Approval of the Subdivision Improvement Agreement and installed security for the noted development.

HISTORY

- a. Applicant: Robert Newell
Riverstone Waterfront, LLC
1950 W. Bellerive Lane
Suite 107
Coeur d'Alene, ID 83814
- b. Location: Bellerive Lane, directly south of Beebe Blvd. in the Riverstone development.
- c. Previous Action:
 1. Final plat of Bellerive 1st Addition, March 2008.
 2. Final plat of Bellerive 2nd Addition, June 2008.
 3. Final plat of Bellerive 3rd Addition, March 2010.
 4. Final plat of Belle Starr Addition (adjacent), April 2013.
 5. Final plat of Whitehawk Addition (adjacent), September 2013.
 6. Final plat of Bellerive 4th Addition, March 2014.

FINANCIAL ANALYSIS

The developer has furnished a cash bond in the amount of \$70,875.00 to cover the cost of outstanding infrastructure improvements that are required for final plat approval.

PERFORMANCE ANALYSIS

The developer has opted to bond for the outstanding improvements (stormwater drainage facilities & asphalt paving) in order to receive final plat approval. The agreement with the developer states that he will have the installations completed by October 31st, 2014. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the infrastructure installation has been completed.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Approve the subdivision improvement agreement and furnished security.

AGREEMENT TO PERFORM SUBDIVISION WORK

Bellerive 5th Addition

THIS AGREEMENT made this _____ day of August, 2014, between Riverstone Waterfront, LLC, whose address is 1950 W. Bellerive Lane, Suite #109, Coeur d'Alene, ID, 83814, with Robert L. Newell as Manager, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Bellerive 5th Addition, a twenty four (24) lot residential development in Coeur d'Alene, situated in Sections 10 and 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: stormwater drainage facilities and appurtenances, and, asphalt roadway improvements, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 31st day of October, 2014. Said improvements are more particularly described on the submitted estimate dated July 28, 2014 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Bellerive Fifth Addition", dated May 28, 2014, and, "Bellerive Storm Drain Re-Alignment", dated June 2, 2014, signed and stamped by Drew Dittman, PE # 11138, whose address is Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite 4, Coeur d'Alene, ID 83815, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, cash security in the amount Seventy Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$70,875.00) which is the cost required for securing the obligation of the Developer to complete the subdivision improvements referred to herein. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. Should the Developer noted herein fail to complete the improvements within the time herein provided, the City may utilize the funds to complete or have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the installed security for the public improvements noted herein.

The Parties further agree that the City has utilized substantial staff time to prepare the agreement that will benefit the Developer's. The Parties further agree the City should be reimbursed a reasonable fee for its costs to prepare such agreement. The Parties further agree that such fee should be in the amount of Twenty Five and No/100 Dollars (\$25.00).

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

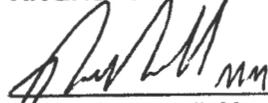
CITY OF COEUR D'ALENE

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

RIVERSTONE WATERFRONT, LLC



Robert L. Newell, Manager

13-105 BELLERIVE 5th ADDITION

Date:

7/28/2014

Performance Bonding Estimate

SIZE	Description	Quantity	Units	Unit Price	Amount
Storm Drain Improvements		Storm Drain Improvements			
36" dia.	Remove/Replace Storm Drain Pipe	210 lf		\$ 75.00	\$ 15,750.00
6' dia.	Manhole	1 ea		\$ 3,750.00	\$ 3,750.00
		Storm Drain Subtotal:			\$ 19,500.00
Hard Surface Improvements		Hard Surface Improvements			
	Roadway - 2" asphalt/4" aggregate base	2,000 sy		\$ 10.50	\$ 21,000.00
		Hard Surface Subtotal:			\$ 21,000.00
Stormwater Improvements		Stormwater Improvements			
	Swale Drain Pipe	5 ea		\$ 750.00	\$ 3,750.00
	Swale, shaped & hydroseed	1,500 sf		\$ 1.00	\$ 1,500.00
		Stormwater Subtotal:			\$ 5,250.00
Professional Services		Professional Services			
	Engineering, inspection, construction staking	1 ls		\$ 1,500.00	\$ 1,500.00
		Miscellaneous Subtotal:			\$ 1,500.00
		Total			\$ 47,250.00
		150% Bond Increase			\$ 23,625.00
		GRAND TOTAL			\$ 70,875.00

GENERAL SERVICES COMMITTEE

Date: July 28, 2014

From: Ron Clark
Chief of Police

Re: Memorandum of Understanding (MOU) with Kootenai County Dispatch Center

DECISION POINT: Should Council enter into and MOU with Kootenai County for the maintenance and user payment for the Spillman Public Safety System.

HISTORY: The City of Coeur d'Alene currently utilizes Kootenai County to provide emergency dispatch services. An intricate part of the service is the Spillman Public Safety Dispatch System. We have been paying a user fee to the County for many years which have paid for our portion of the maintenance. With both the Fire Department and Police Department seeing a large increase in responses, the County is proposing this three year agreement and a structured fee increase per station.

FINANCIAL ANALYSIS: The MOU proposes a fee structure in which all agencies will be charged a fee based on the number of user accounts, which will be derived from a list of actual costs divided by the total number of active user accounts. The Police Departments cost with this new structure will increase an additional \$2457 per year.

PERFORMANCE ANALYSIS: With the steady increase in calls for service the County has identified a need to maintain and upgrade necessary portions of the Spillman System as well as hardware within the dispatch center. The changes in the fee schedule allow them to do long term planning and pay for the associated needs of the City of Coeur d'Alene.

DECISION POINT/RECOMMENDATION: For Council to approve three year MOU with Kootenai County for maintenance and fee schedule for use of the Spillman Public Safety System.

GENERAL SERVICES COMMITTEE

Date: July 28, 2014

From: Kenny Gabriel, Fire Chief

Re: Memorandum of Understanding (MOU) with Kootenai County Dispatch Center

DECISION POINT: Should Council enter into and MOU with Kootenai County for the maintenance and user payment for the Spillman Public Safety System.

HISTORY: The City of Coeur d'Alene currently utilizes Kootenai County to provide emergency dispatch services. An intricate part of the service is the Spillman Public Safety Dispatch System. We have been paying a user fee to the County for many years which have paid for our portion of the maintenance. With both the Fire Department and Police Department seeing a large increase in responses, the County is proposing this three year agreement and a structured fee increase per station.

FINANCIAL ANALYSIS: The MOU proposes a fee structure in which all agencies will be charged a fee based on the number of user accounts, which will be derived from a list of actual costs divided by the total number of active user accounts. The City's portion under this new structure will be an additional \$880 per year.

PERFORMANCE ANALYSIS: With the steady increase in calls for service the County has identified a need to maintain and upgrade necessary portions of the Spillman System as well as hardware within the dispatch center. The changes in the fee schedule allow them to do long term planning and pay for the associated needs of the City of Coeur d'Alene.

DECISION POINT/RECOMMENDATION: For Council to approve three year MOU with Kootenai County for maintenance and fee schedule for use of the Spillman Public Safety System.

MEMORANDUM OF UNDERSTANDING

Between

Kootenai County and City of Coeur d'Alene, Fire Department

Regarding the

Spillman Public Safety System

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho ("the County"), and _____ ("the Agency").

I. PURPOSE. The purpose of this MOU is to set forth the terms and conditions under which the County will provide continued use of the Spillman Public Safety System by public safety agencies serving Kootenai County. This includes a more equitable fee structure in which all agencies will be charged a fee based on the number of user accounts, which will be derived from a list of actual costs divided by the total number of active system user accounts. This new fee structure will assist the County in meeting the increased demand on the Spillman system as a result of increases in use and the number of user accounts.

II. RESPONSIBILITIES.

A. The County shall:

1. Maintain the Spillman Public Safety System. Maintenance of the system shall include, without limitation, the following:
 - a. Maintaining adequate hardware and storage;
 - b. Maintaining the software, including updates, additions, and patches;
 - c. Payment of software and hardware maintenance costs, with the exception of those costs payable by individual agencies; and
 - d. Maintaining adequate personnel to provide timely support to all agencies represented on the system.
2. Set the annual system user account fee for each successive fiscal year in which this MOU is in effect. Such fee shall not exceed the cost to the County to provide the Spillman Public Safety System to the other public safety agencies which use the system, divided by the number of system user accounts.

B. The Agency shall:

1. Pay the County an annual fee for use of the system during the 2014-15 fiscal year, on or before August 31, 2014, as follows:
 - a. Fire and EMS agencies: Five hundred dollars and no cents (\$500.00) per station.

- b. All other agencies: Two hundred nineteen dollars and no cents (\$219.00) per system user account.
- 2. Pay the County an annual fee of two hundred forty dollars and no cents (\$240.00) per system user account for use of the system during the 2015-16 fiscal year. Payment shall be made on or before August 31, 2015.
- 3. Pay the County the annual fee per system user account, as set by the County, for use of the system during each successive fiscal year, beginning with the 2016-17 fiscal year. Payment shall be made on or before the August 31 which falls immediately prior to the corresponding fiscal year. For example, the payment of the annual fee for the 2016-17 fiscal year would be due on or before August 31, 2016.

III. TERM AND TERMINATION.

- A. This MOU shall be deemed executed as of the date of last signature below, and shall be effective for three (3) years thereafter, and shall automatically renew for an additional three (3) year period until terminated as provided herein.
- B. Either party may terminate this MOU, with or without cause, with ninety (90) days written notice to the other party.

IV. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

	KOOTENAI COUNTY	AGENCY
KEY CONTACT:	Val Soumas	
AGENCY NAME:	Kootenai County Information Systems	
STREET ADDRESS:	5500 N. Government Way Coeur d'Alene, ID 83815	
MAILING ADDRESS:	P.O. Box 9000 Coeur d'Alene, ID 83816	
PHONE NUMBER:	(208) 446-1386	
After Hours Number:	(208) 660-9896	
EMAIL ADDRESS:	vsoumas@kcgov.us	

V. GENERAL PROVISIONS – The parties agree:

- A. That line of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- B. Those modifications to this MOU may be made only by mutual consent of the parties through the issuance of a written modification agreement, signed and dated by both parties.

C. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

D. That this MOU shall in no way restrict the County or the Agency from participating in similar activities with other public or private agencies, organizations, and individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this _____ day of _____, 2014.

**AGENCY
COEUR D'ALENE FIRE DEPARTMENT**

Authorized Official

ATTEST:

Clerk/Secretary

DATED this _____ day of _____, 2014.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

W. Todd Tondee, Chairman

Daniel H. Green, Commissioner

Jai K. Nelson, Commissioner

**ATTEST:
JIM BRANNON, CLERK**

By: _____
Deputy Clerk

MEMORANDUM OF UNDERSTANDING

Between

Kootenai County and City of Coeur d'Alene, Police Department

Regarding the

Spillman Public Safety System

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is hereby entered into by and between KOOTENAI COUNTY, a political subdivision of the State of Idaho ("the County"), and *City of Coeur d'Alene Police Department* ("the Agency").

I. PURPOSE. The purpose of this MOU is to set forth the terms and conditions under which the County will provide continued use of the Spillman Public Safety System by public safety agencies serving Kootenai County. This includes a more equitable fee structure in which all agencies will be charged a fee based on the number of user accounts, which will be derived from a list of actual costs divided by the total number of active system user accounts. This new fee structure will assist the County in meeting the increased demand on the Spillman system as a result of increases in use and the number of user accounts.

II. RESPONSIBILITIES.

A. The County shall:

1. Maintain the Spillman Public Safety System. Maintenance of the system shall include, without limitation, the following:
 - a. Maintaining adequate hardware and storage;
 - b. Maintaining the software, including updates, additions, and patches;
 - c. Payment of software and hardware maintenance costs, with the exception of those costs payable by individual agencies; and
 - d. Maintaining adequate personnel to provide timely support to all agencies represented on the system.
2. Set the annual system user account fee for each successive fiscal year in which this MOU is in effect. Such fee shall not exceed the cost to the County to provide the Spillman Public Safety System to the other public safety agencies which use the system, divided by the number of system user accounts.

B. The Agency shall:

1. Pay the County an annual fee for use of the system during the 2014-15 fiscal year, on or before August 31, 2014, as follows:
 - a. Fire and EMS agencies: Five hundred dollars and no cents (\$500.00) per station.

C. That each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

D. That this MOU shall in no way restrict the County or the Agency from participating in similar activities with other public or private agencies, organizations, and individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

DATED this 23 day of July, 2014.

**AGENCY
COEUR D'ALENE POLICE DEPARTMENT**



Authorized Official

ATTEST:



Clerk/Secretary

DATED this 23 day of July, 2014.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

W. Todd Tondee, Chairman

Daniel H. Green, Commissioner

Jai K. Nelson, Commissioner

ATTEST:
JIM BRANNON, CLERK

By: _____
Deputy Clerk

- b. All other agencies: Two hundred nineteen dollars and no cents (\$219.00) per system user account.
- 2. Pay the County an annual fee of two hundred forty dollars and no cents (\$240.00) per system user account for use of the system during the 2015-16 fiscal year. Payment shall be made on or before August 31, 2015.
- 3. Pay the County the annual fee per system user account, as set by the County, for use of the system during each successive fiscal year, beginning with the 2016-17 fiscal year. Payment shall be made on or before the August 31 which falls immediately prior to the corresponding fiscal year. For example, the payment of the annual fee for the 2016-17 fiscal year would be due on or before August 31, 2016.

III. TERM AND TERMINATION.

- A. This MOU shall be deemed executed as of the date of last signature below, and shall be effective for three (3) years thereafter, and shall automatically renew for an additional three (3) year period until terminated as provided herein.
- B. Either party may terminate this MOU, with or without cause, with ninety (90) days written notice to the other party.

IV. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

	KOOTENAI COUNTY	AGENCY
KEY CONTACT:	Val Soumas	Ron Clark, Chief of Police
AGENCY NAME:	Kootenai County Information Systems	Coeur d'Alene Police Department
STREET ADDRESS:	5500 N. Government Way Coeur d'Alene, ID 83815	3818 Scribner Way Coeur d'Alene, ID 83814
MAILING ADDRESS:	P.O. Box 9000 Coeur d'Alene, ID 83816	S/A
PHONE NUMBER:	(208) 446-1386	(208) 769-2259
After Hours Number:	(208) 660-9896	(208) 769-2320
EMAIL ADDRESS:	vsoumas@kcgov.us	rclark@cdavid.org

V. GENERAL PROVISIONS – The parties agree:

- A. That line of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
- B. Those modifications to this MOU may be made only by mutual consent of the parties through the issuance of a written modification agreement, signed and dated by both parties.



Coeur d'Alene Police Department

Protect and Serve with Excellence

3818 SCHREIBER WAY
COEUR D'ALENE, IDAHO 83815
(208) 769-2321
www.cdapolice.org

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: July 29, 2014
FROM: Equipment Specialist Tony Woltz
Lieutenant Bill McLeod
SUBJECT: Declaration of Surplus Vehicles

Decision Point

Should the City Council authorize the declaration of five City owned vehicles assigned to the Police Department as surplus and sell at an auction? *(As listed below in Vehicle Surplus List)*

History

When vehicles acquired by the Police Department have reached the end of their usable life within the department, they are turned over to the Shop Supervisor at the Street Department for reassignment or surplus disposal. The Shop Supervisor has deemed the listed vehicles as having little value to the City or other departments. Due to vehicle conditions, reutilization would be cost prohibitive.

Financial Impact

There is no financial impact to the City, other than minimal costs for transporting vehicles to Post Falls for the auction. The auction house receives a 15% commission for sales up to \$1000 and 10% for sales over \$1000.

Any financial gain from the sale of surplus vehicles is returned to the General Fund.

Decision Point/Recommendation

Staff recommends the City Council authorize the declaration of five City owned vehicles assigned to the Police Department as surplus and sell at an auction.

Vehicle Surplus List

2000 Chevrolet Impala (P724)	2001 Chevrolet Impala (P1039)	2000 Chevrolet Impala (P1078)	2007 Ford Crown Vic (P1089)	2007 Ford Crown Vic (P1174)
VIN# 2G1WF55K9Y9284853	VIN# 2G1WF55KX19297245	VIN# 2G1WF55K5Y9281190	VIN# 2FAHP71WX7X146778	VIN# 2FAFP71W67X146776



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ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

August 11, 2014
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

CITIZENS

Chief C. Way, Kootenai County Medical Emergency Services
Philippe Valle, NIC Graphic Design Instructor
Darcy Gross, NIC student

STAFF

Mike Gridley, City Attorney
Troy Tymesen, Finance Director
Renata McLeod, City Clerk
Keith Erickson, Communications Coordinator
Jim Markley, Water Superintendent
Interim Chief Ron Clark, Police Dept.
Chief Kenny Gabriel, Fire
Juanita Knight, Senior Legal Assistant

Item 1. Declaration of Surplus Property: 9th and Locust.
(Resolution No. 14-033)

Jim Markley is requesting approval for the disposal of surplus real property at 9th and Locust, that a minimum of \$1,000 for the parcel be set, and that a public hearing be held of the city's intent to sell the real property by sealed bid auction as allowed by State Code. Mr. Markley noted that the property has sat vacant since the late 80's. The property is of no value or use to the city. The goal is to get the property into private ownership.

Councilmember Evans asked why are we now coming to the decision that this is surplus instead of back in the late 1980's. Mr. Markey said inertia, it's just been setting there. He said about six months ago there was a citizen complaint about weeds on the property and he didn't even realize the city owned the property. The city does not receive a tax notice on it.

Councilmember Adams asked when would the property become taxable. Mr. Markley said it would become taxable once it has been purchased from the city.

MOTION: by Council Member Evans, seconded by Council Member Adams, to recommend that Council adopt Resolution No. 14-033 authorizing the disposal of surplus real property at 9th and Locust, setting a minimum value of \$1,000, set a public hearing to sell the parcel, and directing staff to sell the property by sealed bid auction as allowed by State Code.

Item 2. Approval of a Memorandum of Agreement with Kootenai County for Maintenance and use of the Spillman Public Safety System for Police and Fire Departments.
(Resolution No. 14-032)

Chief Gabriel said every year they have a Memorandum of Understanding with Kootenai County that they sign for the update and maintenance for the Spillman System which is the system used for emergency dispatch and records management. This is just another of the same MOU.

Councilmember Adams said it looks like this year the fees are a little higher. Chief Gabriel said that is correct. It is for the use of Ada County equipment and agencies will be charged a fee based on the number of user accounts which will be derived from a list of actual costs divided by the total number of active user accounts.

Chief Clark said they split up the cost by how many users are on the system and it is shared with the County. The software company also raises their fees every year for maintenance and software upgrades.

MOTION: by Council Member Evans seconded by Council Member Adams to recommend that Council adopt Resolution No. 14-032 approving a three year MOU with Kootenai County for maintenance and fee schedule for use of the Spillman Public Safety System.

**Item 3. Approval of Participation in the county-wide Emergency Medical Services Licensure.
(Consent Calendar)**

Chief Gabriel introduced Chief Way from the Kootenai County Medical Emergency Services. Chief Gabriel said something new is happening. There is new licensure setup in the state where you have a multi-use license. In Kootenai County there are a number of fire departments and volunteer ambulance services that run under the license. Currently, the city has their own license for the paramedic level services they provide called First Response. When a fire truck goes out, they are the first one there, then the ambulance comes and it's a separate license all together. That license is held under Chief Way, the County Commissioners, and the Emergency Medical Services System in the county. What is changing, and it's a difficult thing to do, is give up our First Response Paramedic license. That is something we've worked incredibly hard to get and something we are very proud of as a community. The way the county wants to do things is we work under his license and he provides and takes care of the equipment. Chief Gabriel said it is now time to forfeit the personal license and fall under the umbrella of the system and have the one license for first response.

Chief Way thanked Chief Gabriel for his open-mindedness. Chief Way explained that this is relatively new to the State of Idaho and so far only two counties have done this. What this does is eliminates a lot of the duplications of effort that we see in our county. We have 11 agencies, 6 of which transports patients, 5 of which provide first response only. We are duplicating a lot of record keeping and data collection and thus not providing accurate data collection, in his opinion. The new process will add efficiency. This is not taking anything from the City of Coeur d'Alene or any of the other agencies that have held their own license. This is really trying to streamline it so there is only one license for Kootenai County for all of the agencies. This is not threatening the existence of any agency or ability to operate and function as they have. Right now when a fire truck and an ambulance have a call for service, even from the same station, each one has to write a patient report for the same patient. With the new process, that will be eliminated. Only one report will be made. Additionally, all the equipment will be licensed under one license and will need to be inspected once rather than twice. That is all staff time and efficiency. Chief Way added, to alleviate concerns, if there were any reason to go back to the city having their own individual non-transport license, it is simply a matter of contacting the state. The state has assured us that that is not a problem.

MOTION: by Council Member Evans seconded by Council Member Adams to recommend that Council authorize the Fire Department to enter into a County wide EMS Licensure.

**Item 4. Approval of an Agreement with Jeff Crowe d/b/a Bunkhouse Media for Operation of CDATV.
(Resolution No. 14-034)**

Renata McLeod explained that the current contract with Mr. Crowe will expire on September 30, 2014. Mr. Crowe has been providing CDATV Channel service since 2009. Mrs. McLeod noted in her staff report that the city has received many accolades for its professional Public Education Channel programming and has grown its partnerships with North Idaho College, City of Hayden and the School District under the leadership of Mr. Crowe. The proposed Agreement is for one year with four additional one-year term renewals with the remaining

components of the contract unchanged from the previous contract. The scope of services has been updated to reflect today's operations. Idaho Code 67-2803 exempts this type of professional service from competitive bid. Over the year's Mr. Crowe has proven to be a leader in the video industry and has assisted several city partners such as the School District with establishing their production facilities.

Councilmember Evans stated that Jeff does an amazing job for the city. He's very easy to work with and his level of experience and expertise is phenomenal. Councilmember Adams said he seconded that and thanked Jeff for a great job.

MOTION: by Council Member Evans seconded by Council Member Adams to recommend that Council adopt Resolution No. 14-034 approving a Professional Services Agreement with Jeff Crowe, d/b/a Bunkhouse Media, for the city's television operation / production services.

Item 5. Communication Update.
(Agenda)

Keith Erickson said the Communication Coordination position was staffed in-house, full time, in March 2014. The position has been tasked with maximizing public outreach through a variety of projects. Three key projects have been 1) developing a city newsletter entitled "Municipal Milestones." 2) updating the city's logo, and 3) initiating a citywide poll to gather public input on various city issues.

Mr. Erickson said the city worked with Philippe Valle at North Idaho College's graphic design class to create the logo. The students spent their own time this summer to do the work and submitted more than 40 logos. The proposed logo was designed by graphic artist Darcy Gross, who called the logo "simple, clean and modern."



Mr. Erickson went on to explain in detail the process taken to pick the design.

Councilmember Evans said she thinks it is fantastic but is probably the only citizen who is very partial to the old logo so she having a hard time letting go of it. But she does appreciate the work and effort that has gone into the new logo.

Councilmember Adams stated it was important to the Mayor to update the logo and he's been in support of that. He is super happy with it and thinks it's great.

Mr. Valle said it is important to note that classes were over for the year, yet the students came back to work on this project, which is a testimonial for the students. Mr. Valle explained that at NIC they teach graphic design, web design, and video production. They received a nationwide award for which Darcy Gross finished first in the nation for business professionals of America in graphic design. Ms. Gross also finished first in another competition which she had only 90 minutes to create a design and she finished first. Mr. Valle also pointed out a student in the audience, Johnny Jaeger, who finished 3rd in the nation. Mr. Valle also mentioned that they have a web design program that Johnny Jaeger finished 1st in the nation with his team with 3 other students from NIC. We compete against universities, year after year, and we have a very good slogan. Different years, different students, same results. Mr. Valle said they have a very strong relationship in the community and they work hard to keep their students in the community.

Darcy Gross said it is an honor to have her logo selected. The process was very simple. She wanted to keep the cleanliness and simplicity of the last logo but wanted to add some modern style to it.

Councilmember Evans and Councilmember Adams thanked Ms. Gross for her time and effort, especially since school was out of session.

Mr. Erickson went on to talk about the citywide poll that was the idea of Council Member Kiki Miller. What they hope to do is use the citywide poll when implementing strategic planning. Since August 1st they've received about 200 responses to the question "Do we need more off leash dog parks in Coeur d'Alene?" Of those responses most are leaning towards YES. This is not a promise for more off leash dog parks but it gives staff an idea of what the community wants. Mr. Erickson said they are looking to the community for questions to have on the poll. Suggested questions can be emailed to kerickson@cdaid.org. They've also added the URL to the question on the city's utility bills.

Lastly, Mr. Erickson said the city newsletter continues to do well. The 2nd edition was deployed today. It is mostly a recap and rewritten, more concise, of the top stories the city has put out through the month. An example is the new Chief of Police profile and Department head profile. The newsletter is sent to all city staff plus another 200 recipients in the community. People are still subscribing to it at a 10% increase a month.

Councilmember Adams added that he's been working with Mr. Erickson on a guest column for the newsletter regarding the city's ordinance restricting guns in parades. The column should be in the next newsletter. Mr. Erickson said he hopes to work with other council members to get their thoughts and ideas on similar columns.

**Item 6. Declaration of Surplus of 5 Police Department Vehicles.
(Resolution No. 14-032)**

Interim Chief Clark is requesting authorization to declare 5 Police Department vehicles surplus and sell at auction. He said this is the normal process they go thru is attrition with their vehicles because obtain so many miles.

Councilmember Evans noted that the auction house receives a 15% commission for sales up to \$1,000.00 and 10% for sales over \$1,000.00.

Councilmember Adams commented that he knows the city gets their monies worth out of these vehicles. They are pretty well spent at the end of their life.

MOTION: by Council Member Evans seconded by Council Member Adams to recommend that Council authorize staff to declare five City owned vehicles assigned to the Police Department as surplus and sell at an auction.

The meeting adjourned at 12:45 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 11 August 2014
FROM: Jim Markley, Water Department Superintendent
SUBJECT: Declaration of surplus property. 9th and Locust.

DECISION POINT: Staff is requesting that the City property at 9th and Locust be declared surplus, that a minimum value of \$1,000 for the parcel be set, and that a public hearing be held of the City's intent to sell the property by sealed bid auction, as allowed by State Code.

HISTORY: The Water fund owns a 50 foot square parcel that originally was the site of a booster station. System improvements rendered the station unnecessary and it was removed more than 40 years ago. The property has sat vacant since that time. The lot is too small to allow much in the way of development. It could be combined with one of the adjoining lots to increase their size. Other potential uses include a garden space or a private pocket park. Unless combined with one of the adjacent lots, the parcel is too small to build a structure on it.

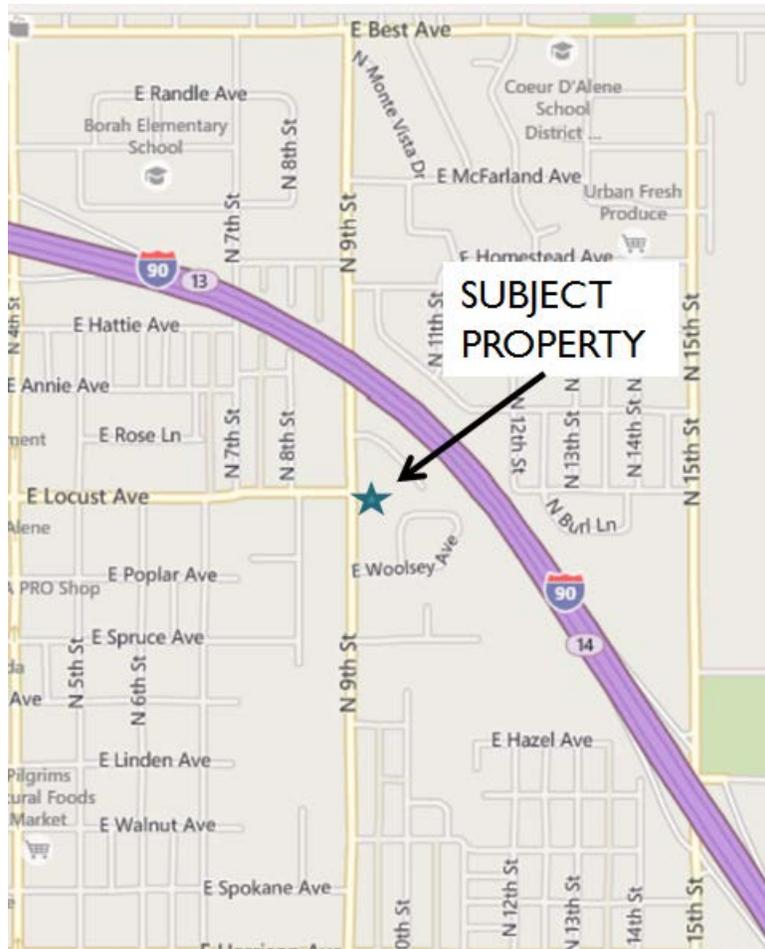
FINANCIAL ANALYSIS: The property brings no revenue into the fund and is a liability. Its value to the City is minimal. Staff would propose setting the starting bid to meet the costs of the sale, estimated to be \$1,000. This is the same as the "place holder" value put on the property by the County assessor.

QUALITY OF LIFE ANALYSIS: By transferring the property to public ownership we can get rid of a parcel that brings no value to the City and that also creates a potential liability.

DECISION POINT/RECOMMENDATION: Staff requests a motion to the Council declaring the subject property surplus, setting a minimum value of \$1,000, directing that a public hearing be held of the City's intent to sell the parcel, and directing staff to sell the property by sealed bid auction, as allowed by State Code.

Subject parcel

(SE corner of 9th and Locust)



RESOLUTION NO. 14-033

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING ITS INTENT TO SELL REAL PROPERTY TO THE HIGHEST BIDDER VIA A SEALED BID PUBLIC AUCTION AND DIRECTING THE CITY CLERK TO SET A PUBLIC HEARING ON THE PROPOSED SALE.

WHEREAS, the City Finance Director has recommended that the Mayor and City Council of the City of Coeur d'Alene declare certain real property (the "Property") surplus and that the real property be offered for sale at a minimum price; and

WHEREAS, the property to be sold is described as follows: a 50 foot square parcel located at the intersection of 9th Street and Locust Avenue and further described by the County Alternate Identification Number (AIN) 199985; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and the Citizens thereof to sell the Property; NOW THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene finds that the Property should be offered for sale at public auction and the Mayor and City Council hereby declare their intent to offer the Property for sale;

BE IT FURTHER RESOLVED, that the minimum price to be accepted for the Property is One Thousand Dollars and no/100's;

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish a summary of this action in the official newspaper of the City along with notice of a public hearing to be held September 16, 2014, to consider the proposed sale as required by Idaho Code 50-1402.

DATED this 19th day of August, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

GENERAL SERVICES

DATE: August 11, 2014
FROM: Renata McLeod, Municipal Services Director/City Clerk
SUBJECT: CDA TV Production Services with Bunkhouse Media

DECISION POINT:

- Approval of a Professional Services Agreement with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services.

HISTORY:

The City's current contract with Mr. Crowe will expire on September 30, 2014. Mr. Crowe has been providing CDATV Channel services since 2009. The City has received many accolades for its professional Public Education Channel programming and has grown its partnerships with North Idaho College, City of Hayden and the School District under the leadership of Mr. Crowe. The proposed Agreement is for one year with four additional one-year term renewals with the remaining components of the contract unchanged from the previous contract. The scope of services has been updated to reflect today's operations. Idaho Code 67-2803 exempts this type of professional service from competitive bid. Over the year's Mr. Crowe has proven to be a leader in the video industry and has assisted several city partners such as the School District with establishing their production facilities.

FINANCIAL ANALYSIS:

Currently the contract is a budgeted item and annual fee for services increases will be based on the CPI (Consumer Price Index).

PERFORMANCE ANALYSIS:

By continuing to engage the services of Jeff Crowe the City will continue its production professionalism and retains leadership for the future of the City's television channel.

DECISION POINT/RECOMMENDATION:

- Approval of a Professional Services Agreement with Jeff Crowe (d/b/a Bunkhouse Media) for the City's television operation/production services.

RESOLUTION NO. 14-034

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR MULTI-MEDIA SERVICES WITH JEFFREY D. CROWE d/b/a BUNKHOUSE MEDIA.

WHEREAS, the General Services Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with Jeffrey D. Crowe, for Multi-Media Services between October 1, 2014 and September 31, 2015, pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

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

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

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

DATED this 19th day of August, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

PROFESSIONAL SERVICES AGREEMENT
between
CITY OF COEUR D'ALENE
and
JEFF CROWE
for
MULTI-MEDIA SERVICES

THIS agreement, made and entered into this 19th day of August, 2014, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "City," and **JEFFREY D. CROWE (Bunkhouse Media)**, hereinafter referred to as the "Consultant,"

W I T N E S S E T H:

Section 1. Employment of Consultant.

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services set forth in this agreement.

Section 2. Scope of Services.

A. Consultant shall perform the services described in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A."

B. Consultant shall coordinate the performance of the services listed on Exhibit "A" with the City Clerk who shall serve as the City liaison for this agreement. Additionally, the Consultant shall work collaboratively with the City of Coeur d'Alene CDATV Committee. Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City. Consultant shall not delegate duties, or otherwise subcontract work or services under this agreement without the prior written approval of the City. The City will make the final decision on productions to be undertaken and programs to be aired and is solely responsible for the content of all programming aired.

Section 3. Independent Contractor.

The parties agree that Consultant is the independent contractor of City and in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with City. City shall have no control over the performance of this agreement by Consultant or its employees, except to specify the time and place of performance. City shall have no responsibility for security or protection of Consultant's supplies or equipment.

Section 4. Worker's Compensation.

The Consultant agrees to maintain Worker's Compensation coverage during the term of this agreement as required by Idaho Code Section 72-101 through 72-806 or to provide the City with written proof that Consultant is exempted from the requirement of carrying Worker's Compensation coverage. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant shall indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability. The Consultant shall furnish to the City, prior to commencement of the work, such evidence as the City may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the City, a surety bond in an amount sufficient to make such payments.

Section 5. Term of Agreement.

The initial term of this agreement will begin October 1, 2014 and end on September 31, 2015. Project deliverables shall be completed in a timeframe as agreed upon by the parties, in accordance to the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A." The City liaison will schedule meetings with Consultant for progress updates and schedule reviews as needed.

Section 6. Renewals.

This agreement will automatically renew for up to four (4) additional one (1) year terms unless either party gives the other party written notice at least ninety (90) days prior to the end of the current term of their desire to terminate this agreement. All provisions of this agreement will remain in effect, unless otherwise amended as allowed by this agreement, for all renewal terms. Annual increases in compensation will be limited to an annual maximum of two and a half percent (2.5%) or the actual increase of the western U.S. region of the "Consumer Price Index" (CPI) for "All Urban Consumers" using the U.S. City average for the month of April. Negotiated renewals must be completed prior to the end of any existing period of this agreement.

Section 7. Compensation.

A. City agrees to pay Consultant as compensation the sum of \$7,726.62, per month which shall be payable once each month. Consultant must submit an invoice for service on the Wednesday preceding the third Tuesday of each month, with payment to be received on Wednesday following the third Tuesday of each month.

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

Section 8. Termination of Agreement.

A. Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this agreement, the City shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, reports, production components and media, or other material prepared by the Consultant under this agreement shall, at the option of the City, become the property of the City.

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

C. Compensation Upon Termination. Upon an early termination of this agreement the final compensation amount shall be determined by dividing the monthly payment amount by the number of days in the final month of performance divided by the actual number of days of the month prior to the termination date.

Section 9. Interest of Members of City and Others.

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Section 10. Interest of Consultant.

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

Section 11. Intellectual Property.

The City shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by the City or that are developed by the Consultant during the course of the provision of the services under this contract related to the scope of services. To the extent that Consultant may include, use or provide proprietary information or other protected materials belonging to the Consultant, the Consultant agrees that

the City shall be deemed to have a fully paid up license to make copies of the Consultant owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the City without the written permission of Consultant.

Section 12. Audits and Inspection.

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

Section 13. Jurisdiction; Choice of Law.

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

Section 14. Non-Waiver.

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

Section 15. Permits, Laws and Taxes.

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

Section 16. Relationship of the Parties.

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

Section 17. Integration.

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

Section 18. Modifications.

The City and Consultant may modify the terms and conditions of this agreement. Before any modification has force and effect it must be in writing and signed by both parties.

Section 19. Hold Harmless.

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

Section 20. Standard of Performance and Insurance.

A. The Consultant shall maintain automobile liability insurance naming the City, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, of the Idaho Code.

B. In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the Consultant's profession.

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

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

CITY OF COEUR D'ALENE

JEFFREY D.CROWE d/b/a Bunkhouse
Media

Steve Widmyer, Mayor

Jeffrey D. Crowe

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 19th day of August, 2014, before me, a Notary Public, personally appeared **Steve Widmyer** and **Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2014, before me, a Notary Public, personally appeared **Jeffrey D. Crowe**, known to me to be the _____, of **Bunkhouse Media**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
Commission Expires _____

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall insure that all services relating to the operation of CDA TV-19, are timely, specifically, but not limited to: the live broadcast of City meetings including City Council, Planning Commission, Parks and Recreation Commission, General Services and Public Works. Additional regular programs to include the Mayor's show, LCDC Board Meeting and public service announcements. The City Clerk will determine production priorities when/if time conflicts arise.

The Consultant shall be responsible for:

- Organizing, scheduling, and production of City programming on CDA TV-19
- Coordinate, broadcast and record live government meetings, hearings and town-hall type meetings
- Produce, edit, and rebroadcast government meetings and hearings
- Production of public service announcements and informational bulletin board
- Provide guidance to educational , civic organizations and city-wide departments to seek education, government and other public informative broadcast materials
- Make professional technical recommendations for the operations and production quality standards of the cable channel, including but not limited to equipment upgrades
- Research additional programming with content in keeping with the CDA TV mission
- Maintain programming schedule on CDA TV website
- Work with City Departments and City affiliated organizations to develop programming.

The City requires the following tangible documents be created and provided the City as they relate to the operations and procedures of the government channel:

- Schematics of the equipment in the City cable studio, as upgrades and changes are made
- Step-by-step procedures manual in how to operate the studio for the production of live broadcasts, for recording live meetings or hearings, for the creation and broadcast of the informational bulletin board
- Implementations and phasing for future equipment upgrades (as approved and budgeted by the City)
- Complete and accurate inventory of all equipment and supplies in the studio
- Provide monthly activity logs to the Cable TV Committee

All services shall be in accordance to the Policies and Procedures adopted by the City of Coeur d'Alene

GENERAL SERVICES STAFF REPORT

Date: August 11, 2014
From: Keith Erickson, Communications Coordinator
SUBJECT: **Communications Update**

DECISION POINT:

Informational update only.

HISTORY:

Since the Communications Coordination position was staffed in-house, full-time in March 2014 the position has been tasked with maximizing public outreach through a variety of projects.

FINANCIAL ANALYSIS:

None.

PERFORMANCE ANALYSIS:

Three key projects the Communications Coordinator has worked to implement include developing a city newsletter "Municipal Milestones," updating the city's logo, and initiating a citywide poll to gather public input on various city issues.

DECISION POINT/ RECOMMENDATION:

The communications coordinator is seeking input from the General Services Committee on these projects and any other communications-related issues.

OTHER BUSINESS

COUNCIL BILL NO. 14-1014
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF RIGHT-OF-WAY IN THE LAKE SHORE ADDITION SUBDIVISION, RECORDED IN BOOK "B" OF PLATS, PAGE 128, RECORDS OF KOOTENAI COUNTY, COEUR D'ALENE, IDAHO, GENERALLY DESCRIBED AS THAT TEN FOOT (10') STRIP ADJOINING THE NORTHERLY BOUNDARY OF LOTS 1 – 7, BLOCK 25 OF SAID PLAT; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said portion of right-of-way be vacated; 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:

All of the ten foot (10') right-of-way of adjoining the northerly boundary of Lots 1 – 7, Block 25, of the plat of the Lake Shore Addition, recorded in Book "B" of plats, Page 128, records of Kootenai County, Idaho, and, lying south of the sixty foot right-of-way granted on the Amended Plan of the City of Coeur D Alene Idaho, recorded in Book "A" of plats, Page 79.

be and the same is hereby vacated.

SECTION 2. That said vacated ten foot (10') strip of right-of-way shall revert to the adjoining property owners of Lots 1 – 7, Block 25 to the south. Each lot shall receive a pro rata share of the vacated strip, equal to the lot frontage adjoining the right-of-way.

SECTION 3. That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. 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 August 19th, 2014.

APPROVED by the Mayor this 19th day of August, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod , City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____
LAKE SHORE ADDITION RIGHT-OF-WAY VACATION

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. ____, vacating a strip of right-of-way in the Lake Shore Addition subdivision.

Such right-of-way is more particularly described as follows:

All of the ten foot (10') right-of-way of adjoining the northerly boundary of Lots 1 – 7, Block 25, of the plat of the Lake Shore Addition, recorded in Book “B” of plats, Page 128, records of Kootenai County, Idaho, and, lying south of the sixty foot right-of-way granted on the Amended Plan of the City of Coeur D Alene Idaho, recorded in Book “A” of plats, Page 79.

The ordinance further provides that the City of Coeur d'Alene shall retain drainage easements, utility easements and easements for sidewalk/pedestrian access within the rights-of-way hereby vacated and provides that 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 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, V-14-4, vacation of the ten foot (10') right-of-way adjoining the northerly boundary of Lots 1 – 7, Block 25, Lake Shore Addition to Coeur d'Alene, 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 19th day of August, 2014.

Warren J. Wilson, Chief Civil Deputy City Attorney

STAFF REPORT

Date: July 15, 2014

From: Vonnie Jensen, Deputy Finance Director

Subject: Amendment to the 2013-2014 Fiscal Year Appropriations (Budget)

Decision Point:

To approve the Resolution No 14-035 which sets the public hearing date for the approval of the ordinance presented by staff to amend Fiscal Year 2013-14 Budget by a total of \$5,339,222.

History:

The City Council annually amends the original appropriations ordinance for unanticipated expenditures.

Financial Analysis:

Idaho code allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts an amendment or amendments to the appropriation's ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures due to carryovers of projects, a retirement accumulated leave payout, additional overtime in Fire and Police, State and Federal grants received and a vehicle purchased with funds received from the School District, . Additional revenues of \$377,747 is projected to be received in the General Fund to cover the increased expenses for the fiscal year and \$1,667,475 is projected to come from fund balance for project carryovers and a transfer to the Insurance Fund.

Decision Point:

To approve the Resolution No 14-035 which sets the public hearing date for the approval of the ordinance presented by staff to amend Fiscal Year 2013-14 Budget by a total of \$5,339,222.

**CITY OF COEUR D'ALENE
FISCAL YEAR 2013-14 BUDGET AMENDMENT**

<u>Revenues Summary</u>	<u>FY 13-14 BUDGETED</u>	<u>FY 13-14 PROJECTED</u>	<u>Projected Increase</u>
Property Taxes	16,895,620	16,895,620	0
Fees and Licenses	4,322,395	4,723,750	401,355
Intergovernmental Services	7,767,999	7,774,966	6,967
Fines and Forfeits	651,925	669,350	17,425
Interest	397,400	345,400	(52,000)
Miscellaneous	43,000	15,000	(28,000)
Interfund Transfer	111,000	143,000	32,000
Beginning Balance	1,375,308	1,375,308	0
	178,566	1,846,041	1,667,475
TOTAL GENERAL FUND	\$ 31,743,213	\$ 33,788,435	\$ 2,045,222

General Fund - Added Expenses

	<u>Cost</u>
Police Dept - Overtime for Special Events	50,000
Police Dept - New Vehicle funded by the School District	26,000
Police Dept - Equipment for New Vehicle funded by the School District	25,000
Fire Dept - separation payout	47,125
Fire Dept - HSGP Training Grant	10,108
Fire Dept - State Grant for training	5,359
Fire Dept - Constant Manning - Injuries	54,677
Engineering - Overlay Carryover from FY 12-13	1,205,953
Recreation - Memorial Field Grandstand Reroof Project	21,000
General Government - Transfer to Insurance Fund	600,000
	<u>\$ 2,045,222</u>

Other Funds - Added Expenses

	<u>Cost</u>
Library Fund - State Grants for training	4,000
Capital Projects - Front Avenue Project	1,000,000
Capital Projects - 3rd & Harrisonson Signal	230,000
Atlas Road Widening	(230,000)
Wastewater Fund - 5C.1 Tertiary Treatment Project	2,100,000
Sanitation Fund - Garbage Collection	40,000
Insurance Fund - Settlements	150,000
	<u>\$ 3,294,000</u>

RESOLUTION NO. 14-035

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2013-2014, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1003, for the City Council of the City of Coeur d'Alene, prior to passing an Amended Annual Appropriation Ordinance, to prepare a proposed amended Budget, tentatively approve the same, and enter such proposed amended Budget at length in the journal of the proceedings; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2013:

GENERAL FUND EXPENDITURES:

Mayor and Council	\$ 224,206	
Administration	388,505	
Finance Department	713,701	
Municipal Services	1,411,958	
Human Resources	274,471	
Legal Department	1,481,826	
Planning Department	442,225	
Building Maintenance	422,261	
Police Department	10,503,340	10,604,340
Drug Task Force	70,258	
ADA Sidewalks	248,844	
Byrne Grants		
COPS Grant	116,206	
Fire Department	7,930,410	8,047,679
General Government	216,920	816,920
Engineering Services	1,265,481	2,471,434
Streets/Garage	2,457,859	
Parks Department	1,925,661	
Recreation Department	755,235	776,235
Building Inspection	893,846	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 31,743,213</u>	<u>33,788,435</u>

SPECIAL REVENUE FUND EXPENDITURES:

Library Fund	\$ 1,327,173	1,331,173
Community Development Block Grant	297,298	
Impact Fee Fund	731,710	
Parks Capital Improvements	460,800	
Annexation Fee Fund	14,000	
Insurance / Risk Management	280,000	430,000
Cemetery Fund	272,255	
Cemetery Perpetual Care Fund	98,000	
Jewett House	59,640	
Reforestation / Street Trees / Community (68,500	
Arts Commission	6,600	
Public Art Funds	<u>250,800</u>	
TOTAL SPECIAL FUNDS:	<u>\$ 3,866,776</u>	<u>\$ 4,020,776</u>

ENTERPRISE FUND EXPENDITURES:

Street Lighting Fund	\$ 572,000	
Water Fund	8,202,517	
Wastewater Fund	20,877,169	22,977,169
Water Cap Fee Fund	1,100,000	
WWTP Cap Fees Fund	900,000	
Sanitation Fund	3,499,362	3,539,362
City Parking Fund	179,957	
Drainage Fund	<u>1,016,995</u>	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 36,348,000</u>	<u>\$ 38,488,000</u>

FIDUCIARY FUNDS:	\$ 2,567,700	
STREET CAPITAL PROJECTS FUNDS:	2,072,370	3,072,370
DEBT SERVICE FUNDS:	<u>1,255,435</u>	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$77,853,494</u>	<u>\$83,192,716</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 27, 2014 and September 3, 2014.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 16th day of September, 2014 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

DATED this 19th day of August, 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

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

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TEN MONTHS ENDED
 July 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$183,107	86%
	Services/Supplies	11,840	8,273	70%
Administration	Personnel Services	319,115	244,949	77%
	Services/Supplies	69,390	16,502	24%
Finance	Personnel Services	614,642	505,221	82%
	Services/Supplies	99,060	83,374	84%
Municipal Services	Personnel Services	960,817	787,911	82%
	Services/Supplies	444,141	376,955	85%
	Capital Outlay	7,000	6,836	98%
Human Resources	Personnel Services	244,271	122,948	50%
	Services/Supplies	30,200	18,790	62%
Legal	Personnel Services	1,377,700	1,143,153	83%
	Services/Supplies	104,126	83,698	80%
Planning	Personnel Services	433,125	284,388	66%
	Services/Supplies	9,100	7,978	88%
Building Maintenance	Personnel Services	299,965	238,559	80%
	Services/Supplies	122,296	92,597	76%
	Capital Outlay			
Police	Personnel Services	9,640,019	7,457,106	77%
	Services/Supplies	796,950	591,733	74%
	Capital Outlay	66,372	85,657	129%
Fire	Personnel Services	7,524,974	6,351,504	84%
	Services/Supplies	405,436	314,403	78%
	Capital Outlay			
General Government	Services/Supplies	216,920	816,806	377%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		54,165	
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100	20,409	47%
	Capital Outlay	27,156	74,000	272%
Streets	Personnel Services	1,904,608	1,440,586	76%
	Services/Supplies	553,251	451,581	82%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2014	PERCENT EXPENDED
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CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	162,482	77%
	Services/Supplies	38,300	37,982	99%
Engineering Services	Personnel Services	523,881	439,049	84%
	Services/Supplies	741,600	1,354,512	183%
	Capital Outlay			
Parks	Personnel Services	1,404,361	967,440	69%
	Services/Supplies	438,300	286,929	65%
	Capital Outlay	83,000	76,101	92%
Recreation	Personnel Services	619,035	456,350	74%
	Services/Supplies	136,200	97,806	72%
Building Inspection	Personnel Services	850,588	636,626	75%
	Services/Supplies	43,258	24,703	57%
Total General Fund		<u>31,743,213</u>	<u>26,403,169</u>	<u>83%</u>
Library	Personnel Services	1,034,823	827,576	80%
	Services/Supplies	182,350	136,913	75%
	Capital Outlay	110,000	88,278	80%
CDBG	Services/Supplies	297,298	91,947	31%
Cemetery	Personnel Services	140,091	124,134	89%
	Services/Supplies	94,164	54,908	58%
	Capital Outlay	38,000	20,758	55%
Impact Fees	Services/Supplies	731,710	328,830	45%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	175,417	38%
Insurance	Services/Supplies	280,000	281,470	101%
Cemetery Perpetual Care	Services/Supplies	98,000	80,928	83%
Jewett House	Services/Supplies	59,640	21,590	36%
Reforestation	Services/Supplies	2,000	18,513	926%
Street Trees	Services/Supplies	65,000	51,330	79%
Community Canopy	Services/Supplies	1,500	687	46%
CdA Arts Commission	Services/Supplies	6,600	395	6%
Public Art Fund	Services/Supplies	250,800	163,872	65%
Total Special Revenue		<u>3,866,776</u>	<u>2,481,546</u>	<u>64%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2014	PERCENT EXPENDED
Debt Service Fund		<u>1,255,435</u>	<u>1,172,299</u>	<u>93%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TEN MONTHS ENDED
July 31, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 7/31/2014	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Front Avenue Project	Capital Outlay		824,445	
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000	139,208	11%
Levee Certification	Capital Outlay	260,000	232,253	89%
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay		228,240	
Atlas Road Widening	Capital Outlay	394,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		2,072,370	1,424,146	69%
Street Lights	Services/Supplies	572,000	424,047	74%
Water	Personnel Services	1,652,706	1,347,503	82%
	Services/Supplies	4,219,911	1,029,225	24%
	Capital Outlay	2,329,900	1,465,573	63%
Water Capitalization Fees	Services/Supplies	1,100,000	190,600	17%
Wastewater	Personnel Services	2,352,374	1,840,874	78%
	Services/Supplies	6,338,854	1,554,783	25%
	Capital Outlay	10,160,300	7,594,249	75%
	Debt Service	2,025,641	528,000	26%
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,499,362	2,913,666	83%
Public Parking	Services/Supplies	179,957	92,733	52%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	84,416	82%
	Services/Supplies	663,812	221,408	33%
	Capital Outlay	250,000	33,405	13%
Total Enterprise Funds		36,348,000	19,320,482	53%
Kootenai County Solid Waste		2,200,000	1,658,124	75%
Police Retirement		175,800	148,788	85%
Business Improvement District		186,000	40,000	22%
Homeless Trust Fund		5,900	3,872	66%
Total Fiduciary Funds		2,567,700	1,850,784	72%
TOTALS:		\$77,853,494	\$52,652,426	68%

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

FUND	BALANCE 6/30/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 7/31/2014
<u>General-Designated</u>	\$489,138	\$76,969	\$24,575	\$541,532
<u>General-Undesignated</u>	4,416,138	8,754,611	3,164,402	10,006,347
<u>Special Revenue:</u>				
Library	5,081	441,363	113,100	333,344
CDBG	(61)	2,930	3,393	(524)
Cemetery	54,185	13,287	21,144	46,328
Parks Capital Improvements	371,374	13,910	76,764	308,520
Impact Fees	3,284,026	65,760		3,349,786
Annexation Fees	68,551	48,764		117,315
Insurance	34,014	3	670	33,347
Cemetery P/C	1,779,066	4,245	27,510	1,755,801
Jewett House	50,883	4,072	2,492	52,463
Reforestation	4,159	352	4,050	461
Street Trees	209,350	10,242	18,046	201,546
Community Canopy	2,533			2,533
CdA Arts Commission	6,364	622	30	6,956
Public Art Fund	79,666	17	7,875	71,808
Public Art Fund - LCDC	332,089	69	3,880	328,278
Public Art Fund - Maintenance	135,966	54	365	135,655
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	1,039,826	420,707		1,460,533
LID Guarantee	40,388	1,181		41,569
LID 130 Lakeside / Ramsey / Industrial Park	1,074			1,074
LID 146 Northwest Boulevard				
LID 149 4th Street	11,009	5,920		16,929
<u>Capital Projects:</u>				
Street Projects	356,469	118,784	232,402	242,851
<u>Enterprise:</u>				
Street Lights	129,007	42,935	45,926	126,016
Water	(201,500)	433,347	432,355	(200,508)
Water Capitalization Fees	3,375,481	89,875		3,465,356
Wastewater	5,174,204	1,348,265	1,566,568	4,955,901
Wastewater-Reserved	1,299,783	27,500		1,327,283
WWTP Capitalization Fees	4,359,910	145,312		4,505,222
WW Property Mgmt	60,668			60,668
Sanitation	(303,972)	319,517	300,440	(284,895)
Public Parking	(118,737)		6,547	(125,284)
Drainage	75,148	88,408	16,516	147,040
Wastewater Debt Service	992,558	202		992,760
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	210,108	193,325	210,114	193,319
LID Advance Payments	845			845
Police Retirement	1,385,105	70,023	53,089	1,402,039
Sales Tax	1,300	1,337	1,300	1,337
BID	173,822	21,552		195,374
Homeless Trust Fund	327	360	327	360
GRAND TOTAL	\$29,385,344	\$12,765,820	\$6,333,880	\$35,817,284