

# Coeur d'Alene

## CITY COUNCIL MEETING

*January 7, 2014*

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**MEMBERS OF THE CITY COUNCIL:**

**Sandi Bloem, Mayor**

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

# CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY  
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,  
HELD AT COEUR D'ALENE CITY HALL  
December 17, 2013**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library Community Room, December 17, 2013, at 6:00 p.m., there being present upon roll call the following members:

Mayor Bloem

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

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

**INVOCATION:** Father Pat Bell from St. Luke's Episcopal Church provided the invocation.

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

**PUBLIC COMMENTS:**

Kenny Gabriel, Coeur d'Alene, stated that the Fire Department will host Santa coming to town in one of the fire trucks. The event includes a food drive. Santa Tracker 2000 is a program created in-house by city staff member Brandon Russell; this program allows citizens can track Santa's travel each evening. A schedule of each day's events can be found at [www.cdafire.org](http://www.cdafire.org). He encouraged citizens to come out and say hello to Santa.

**First Street**

Susan Snedaker, Coeur d'Alene, stated that she has been reviewing documents regarding First Street right-of-way. According to the original agreement with Hagadone Hospitality Frontiers, 1983, it is agreed that the city is only partially prohibiting vehicular traffic and continues to maintain all ownership and access. She referenced a map that she believes is relative to the 1996 project. Her concern is that the round parking lot appears to be on First Street public property and wonders what the people of Coeur d'Alene get in exchange for the landscaping. She believes that no charge for the use of that parking lot is indicative that it is on public property.

**Four Corners**

Jose Almada, Coeur d'Alene, stated that he was representing members of the Coeur d'Alene Triathlon team, as the four corners project recently came before their group for discussion. They are supportive of non-vehicular modes of travel and are supportive of safe pedestrian and bicycle facilities within Coeur d'Alene. They wanted to voice their hope that the City Council will

follow the “complete street policy” and that all users of the streets will be represented equally. Northwest Boulevard is a major thoroughfare; it currently is unsafe to the bicycling community. Cyclists need to be able to get through this roadway system as quickly and safely as a vehicle, but in its current state it cannot be done safely. If there is a redesign, they hope all users are equally represented.

Ms. Gabriel stated that there are several upcoming meetings to discuss the Four Corners project. There is an open house Monday, January 13, 2014 at 5:30 p.m. at the Coeur d'Alene Public Library Community Room. On Monday, January 27, 2014 the Parks and Recreation Commission will meet at 5:30 p.m. in the Library Community Room to discuss the Four Corners project. She invited all members of the public to attend and make their wishes known.

**CONSENT CALENDAR: Motion** by Kennedy, seconded by Goodlander, to approve the Consent Calendar as presented.

1. Approval of Council Minutes for December 3, 2013.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for December 23, 2013 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of a Public Hearing for December 27, 2013 at noon for approval of the 2012 International Building Code with amendments, the 2012 International Existing Building Code, the 2009 Idaho State Plumbing Code, and the 2012 International Fire Code (IFC).
5. **RESOLUTION NO. 13-058** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-3-12 APPROVAL AND ACCEPTANCE OF COEUR D'ALENE PLACE 21ST ADDITION IMPROVEMENTS, AND MAINTENANCE/WARRANTY AGREEMENT; APPROVAL OF DESTRUCTION OF RECORDS FROM THE FINANCE, MUNICIPAL SERVICES, AND ADMINISTRATION DEPARTMENTS; AND AUTHORIZING AN EASEMENT AGREEMENT FOR 504 E SHERMAN AVENUE PEDESTRIAN TUNNEL WITH SPOKANE TELEVISION, INC., DBA KXLY.
6. Approval of Beer/Wine License – Pal’s Gas and Grocery; Haruinder Kaur, 1501 E. Sherman Avenue (transfer) from Harry’s Food Mart.

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

#### **COUNCIL ANNOUNCEMENTS:**

Councilman Goodlander stated that there was a recent study conducted by PEW regarding libraries that demonstrated that libraries have earned trust and satisfaction from the public. One third of America’s public lacks home internet access and lag behind overseas counterparts in basic education skills. The study found that libraries continue innovate and meet evolving needs and that 95% of Americans agree that libraries play an important role in giving everyone a chance to succeed. The City of Coeur d’Alene Library averages 1,000 people a day and provides

classes in computer skills and aids people in finding employment through on-line services. She wished the community a Merry Christmas.

Councilman Gookin thanked retiring Deputy City Administrator Jon Ingalls for his service and stated that he will be missed.

Councilman McEvers stated that Jon should work on enjoying skiing and wished a Merry Christmas to all. He stated that a perfect present is to adopt an animal from a shelter.

Councilman Edinger stated that Jon Ingalls has been a tremendous asset to the City over the years and he is certain Jon will do a great job wherever he goes after he is done here. He wished a Merry Christmas and Happy New Year to the community.

**APPOINTMENT:** The Mayor requested the appointment of Michael Ward to the Planning Commission.

**MOTION:** Motion by Kennedy, seconded by McEvers to approve the appointment of Michael Ward to the Planning Commission. **Motion carried** with Gookin and Adams voting No.

**ADMINISTRATOR'S REPORT:** Ms. Gabriel stated on Saturday, December 7th, the Fire Department held its annual "Photos with Santa" event. This year there were nearly 100 families that participated in the program, and they collected 700 pounds of food for the food bank. She thanked the firefighters union, Katie Hirst, and Carrie Andrews for their support. The Fire Department will be adding to the total of food donated to the food bank when they have their annual food drive, "Santa is Coming to Town, In a Big Red Fire Truck" later this month.

The City is hosting an Open House for outgoing Councilmen Mike Kennedy and Deanna Goodlander on Thursday, December 19th, from 2:00 p.m. to 4:00 p.m., at Coeur d'Alene City Hall, in the Old Council Chambers. The public is invited to come and say farewell and thank Councilman Kennedy and Councilman Goodlander for their outstanding service to the City of Coeur d'Alene. Cake & Punch will be provided.

This week kids in Coeur d'Alene will get to see Santa in the streets of our community, and his sleigh will be a big red fire engine. Santa and members of the Coeur d'Alene Firefighters Local 710 will be around town this week collecting food and cash donations for the food bank. Please visit the Fire Department web site at <http://www.cdafire.org> for a schedule of when and where Santa will be each evening. To track Santa's specific location each night go to <http://www.cdafire.org/santa.html>. She encouraged the community to donate a can of food, let the kids say hello to Santa and the firefighters and get a candy cane or other surprises from Santa when they see flashing red lights and hear Christmas Music. Santa's journey will last from 4:30 – 8:30 each evening.

Last week City officials met with the Idaho Transportation Department (ITD) to address questions regarding the lakefront property along old Interstate 90, Lake Coeur d'Alene Drive. ITD has committed to hire a land use consultant to develop a master plan that would outline responsible parties for maintaining the corridor, which dead-ends at Higgens Point. ITD

currently holds ownership of the corridor, but is no longer interested in it because the property is no longer part of the interstate highway system, as it was abandoned when the new freeway opened in 1991. Transportation officials previously offered the City \$3 million to take over control, but after numerous discussions it was decided that the best way to proceed for all interested parties was through the development of a master plan. Once hired, the ITD consultant will meet with various stakeholders to address three major areas: Enhancing public access and recreational opportunities; addressing technical and engineering issues; and determining property ownership, including the identification of parcels that can be bought and sold. Agencies that will be involved in the planning process include the city, Kootenai County Parks and Waterways, East Side Highway District, Idaho Department of Lands, Idaho Department of Parks and Recreation, North Idaho Centennial Trail Foundation, and the 4-county Natural Resource Committee. Adjacent property owners will also be included in the planning process. Preparation of a master plan outlining a joint powers agreement will take about a year.

Specialized Needs Recreation (SNR) is holding Camp All-Stars "Winter Break" Day Camp December 23 to January at the SNR facility, 3700 North Government Way. There will be no camp December 24-25 and January 1. Camp is held from 9 a.m. to 3 p.m. daily and is filled with six hours of meaningful and memorable activities such as community outings, crafts, and games. Cost is \$15/day. There are limited scholarships available for those who qualify, provided on a first-come, first-served basis. For more information, contact Angie Goucher at 755-6781 or visit: [www.snridaho.org](http://www.snridaho.org).

Armed with input from more than 30 user groups, officials are poised to take the next step toward transforming the western gateway into Coeur d'Alene along Northwest Boulevard into a more pedestrian-friendly and aesthetically pleasing corridor. Following a series of community meetings over the past several months involving state, federal and local entities, the city's Parks and Recreation Commission will hold an open house next month to share the ideas gathered to improve the so-called Four Corners area. Though not yet clearly defined, the Four Corners area generally stretches along Northwest Boulevard from Riverstone on the north end nearly to Independence Point near downtown. After considering input from the commission, it will be up to the council to decide whether to move ahead with hiring a land use planner to develop a master plan for the corridor. Project organizers, community leaders, stakeholders, and interested neighbors have offered dozens of ideas for upgrades ranging from improved trail access, educational interpretive posts, to improving the campus around Memorial Field, and a community garden. Among other priorities listed by user groups is the development of a pedestrian/bike trail to provide a better connection with downtown and McEuen Park. Upcoming meetings include an Open House Monday, January 13, 2014 at 5:30 p.m. at the Coeur d'Alene Public Library Community Room. Information on ideas for the corridor will be presented. On Monday, January 27, 2014 the Parks and Recreation Commission will meet at 5:30 p.m. in the Library Community Room to discuss the Four Corners project. A recommendation is expected to be forwarded to the city's General Services Committee.

The Water Department has provided the following tips to avoid frozen pipes this winter. If you have a crawl space, make sure to close off the foundation vents. Insulate water pipes that are exposed to the cold air outside. Most homes have shut-off valves on their plumbing, be sure to look for and identify yours. Do not thaw frozen pipes with an open flame. If you are going to be

away for a while, open the under-sink cabinet doors to help keep pipes from freezing. If you have any questions regarding freeze-ups, call the Water Department at 769-2379.

The Ray & Joan Kroc Center is hosting a Farewell Open House for Mayor Bloem on Thursday, January 9th, from 6:00 p.m. to 8:00 p.m., in the Kroc Center Community Room. The public is invited to come meet and thank Mayor Bloem for her outstanding service to the City of Coeur d'Alene. Refreshments will be provided by the Kroc Center. A celebration for Mr. Ingalls took place this morning with staff, just as Jon wanted it. Ms. Gabriel thanked the Mayor, Deanna, and Mike and stated it was a pleasure to serve them over the years.

**APPROVAL OF THE REQUEST FOR DE-ANNEXATION OF PARCEL #C00000173850 BY RBS INVESTMENTS.**

Councilman Kennedy stated that this is a .132 acre parcel located off of Victoria Drive and French Gulch Road. The owners have asked for de-annexation to allow their entire property to be held within one jurisdiction rather than a portion in the County and a small portion within the City.

**MOTION:** Motion by Kennedy, seconded by Gookin to approve the request to de-annex Parcel #C00000173850 and direct staff to prepare an Ordinance. **Motion Carried.**

**APPROVAL OF A LETTER OF INTENT BETWEEN THE COEUR D'ALENE SCHOOL DISTRICT #271 AND THE CITY OF COEUR D'ALENE TO HIRE A POLICE OFFICER AND PURCHASE A FULLY EQUIPPED POLICE VEHICLE.**

Councilman Kennedy stated that the Police Department had sought a grant that was not awarded; however, the match was held out in the Police Department budget. The School District has stated that they desire an additional School Resource Officer and would contribute funding. Hiring an Officer now would allow training to take place prior to the start of the school year. Police Chief Ron Clark stated that School District approached the Police Department to determine if the City would be interested in providing another School Resource Officer, with the District providing \$75,000 in the next year's budget and \$51,000 toward the purchase of a fully equipped patrol vehicle. He reiterated that the process of hiring a Police Officer includes a 6-9 month training period. They are requesting the approval to hire that person as soon as possible to start the training process. He stated that he will use savings within this budget year. Councilman Kennedy stated that the General Services Committee requested a letter of intent or something in writing from the School District, which has been received. He stated that this is where our partnerships benefit the community.

**MOTION:** Motion by Kennedy, seconded by Edinger to authorize staff to move forward with the hiring of one police officer and purchase of a patrol car based on the financial commitment from the Coeur d'Alene School District and from current police budgeted funds. **Motion Carried.**

## **APPROVAL OF THE ANNUAL ROAD AND STREET FINANCIAL REPORT FOR YEAR ENDING SEPTEMBER 30, 2013.**

Finance Director Troy Tymesen explained the purpose of the road and street report as a state requirement, which must be completed for the City to receive its annual highway user tax funds. The projects within the report include city street and sidewalk projects. Last year \$1,483,763.00 were received in these tax funds. Over the years the City has collectively spent over \$9 Million more than what the City received in funding from this state fund to improve the streets. He expressed that the City is in good shape regarding its allocations toward streets through the direction of the City Council.

**MOTION:** Motion by Goodlander, seconded by Kennedy to approve the Annual Road and Street Financial Report for year ending September 30, 2013. **Motion carried.**

## **REQUEST FOR INCREASE IN VARIOUS CITY FEES**

### **Resolution No. 13-059**

#### **A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AND AMENDING CERTAIN CITY FEES**

**STAFF REPORT:** Finance Director Troy Tymesen stated that there was a mistake made in the water department fees, with the repeal of various other fees. Staff is re-disclosing all water fees, although the rates have not changed. Municipal Services has fees that have not been changed in ten years. The Child Care Commission has approved the Childcare facility fee increases. Staff has been disclosing the proposed fees as citizens come in for renewals and have not received any negative feedback. The sign permit fees are increasing by 20% rather than following the building code valuation schedule, as this is more economical for the end user. He stated that there are many garbage rate changes. There is an existing contract for garbage services and there are a number of built in increases with a minimum of 1.5% and a Maximum of 2.75%. Mr. Tymesen stated that the City has not raised garbage rates in three years. There is a 15% overhead cost in this fund, which is \$3.3 Million. There is an interfund transfer that covers overhead including payroll and legal expenses in the amount of \$115,000. The citizens of Coeur d'Alene are using the recycle program and last week 102,000 pounds were recycled. However, no revenues are received from recycling as they are commodities that fluctuate.

Councilman Edinger asked if the Fighting Creek trip charge increase to \$139.50 would provide cash flow to the fund. Mr. Tymesen stated that the fund is currently \$377,000 behind. He provided a comparison of other area cities, many of which do not allow the citizen to choose the garbage cart size and charge higher fees. Some of Coeur d'Alene's citizens state that they can now switch to the smaller cart due to the amount they are recycling. Mr. Tymesen clarified that commercial rates do have additional fees. Councilman Gookin asked if the garbage contract allows the City to raise rates in the middle of the contract. Mr. Tymesen stated that the City can raise rates whenever it needs to as the contract rates are fixed, so the City rates do not affect the contract amount. Councilman Gookin clarified that each year the contract increases fees annual and the City does not. He wondered if the City could parallel the contract increases by increasing its rates annually. Mr.

Tymesen stated that he likes that suggestion and going forward an annual 1% increase would be good and it would not require a public hearing, but an annual review. Councilman Gookin asked if since there was no competitive bid in two decades, why the City couldn't go out for bids prior to the end of the contract to potentially help with the cost. Mr. Tymesen stated that he believed that it would be a violation of the existing contract and that these types of contracts need longevity in order for the company to cover cost of carts and recycling, etc. Councilman Gookin asked if the water rates the City Council adopted were the same as proposed this evening. Mr. Tymesen stated that the City "over repealed" other fees when the rates were approved, so the rates proposed tonight have not changed.

Councilman Adams asked if there was an estimated anticipated revenue amount for the garbage and Municipal Services increases. Mr. Tymesen stated that the total solid waste budget is approximately \$3.6 Million. With the new rates it would take about two and a half years to get the City to the break even mark. Councilman Adams asked what the deficit is for recycling. Mr. Tymesen stated that there is currently no income for recycling so about \$15,000 annually. Councilman Adams asked if it would be fair to say that at this time part of the fee increase would subsidize single stream recycling. Mr. Tymesen stated that recycling will never stand on its own, and will be subsidized by garbage as far in the future as he can see.

Councilman Kennedy stated the response to single stream recycling has been positively received and is a positive community value and what people want. He believes the subsidized portion means less in the landfill and less fuel used, so it is good to look at whole picture. Councilman Edinger clarified that garbage rates are going up 1.5% to 2% per year and the City should increase annually and that doing so annually would not bind another council. City Attorney Mike Gridley stated that the Council can pass things that bind future council since future councils can undo it. The problems may stem from entering into a long-term contract. Councilman McEvers stated that he remembers when people brought their old garbage cans in the Council meeting and believes that the past Council did not take an annual increase as it seemed like the right thing to do at that time, and he believes it is good to look at the increase going forward.

**PUBLIC COMMENTS:** Mayor Bloem called for public comments with none being received.

**MAIN MOTION:** Motion by Kennedy, seconded by Edinger to approve Resolution No. 13-059 approving various fee increases within the Finance, Water, Municipal Services and Planning Departments.

**DISCUSSION:** Councilman Adams stated that he wanted to separate the Municipal Services and Planning Department fees from the garbage fees and asked if Councilman Kennedy would be willing to amend his motion. Councilman Kennedy stated that he was not open to the change in his motion.

**MOTION TO AMEND:** Motion by Adams, seconded by Gookin to amend the motion to separate the garbage fees from the motion to allow for a separate vote.

**DISCUSSION:** Councilman Edinger asked Councilman Adams to clarify what part of garbage rates he was opposed to. Councilman Adams stated that he was opposed to all of it. Councilman

Goodlander asked Mr. Tymesen to clarify that the City is falling behind in the Garbage Fund. Mr. Tymesen stated that the fund is \$375,000 behind and falls further behind annually. Councilman Edinger asked staff to look at the annual increase during the budget setting.

Councilman Edinger called for the question. **Motion carried.**

**Motion to Amend failed** with McEvers and Adams voting yes.

**ROLL CALL:** McEvers Aye; Goodlander Aye, Gookin Aye; Kennedy Aye; Edinger Aye; Adams No. **Motion carried.**

**PUBLIC HEARING: O-02-13 REDUCTION OF SINGLE FAMILY SPECIAL USE THRESHOLD, AMENDING MUNICIPAL CODE 17.05.090 AND 17.05.170.**

Councilman Gookin asked if he would have a conflict of interest based on the fact that he lives in the Fort Grounds neighborhood. Deputy City Attorney Warren Wilson stated that this is a legislative hearing, therefore the Council is free to talk to whomever, take in all testimony, and can live within the area.

**STAFF REPORT:** Mr. Wilson stated that the amendment being proposed tonight contains a provision for a resident sponsor that has been a part of the original zoning code. The code allows for a resident sponsored request to amend the zoning within their neighborhood (in R-8 and R-12 zones) to allow for single family residents, with higher density requests through a special use permit. In order to meet the requirements as a resident sponsor they have to get 66% signatures of support and own 75% of the area. This is a double test and a very high burden. The Pinegrove neighborhood is the only neighborhood to have successfully completed this process. The request is to qualify as a resident sponsor as 66% of the owners; owning 66% of the land. The request is a down zone of the property, which can be done normally without seeking the signatures of your neighbors. This code would be allowable within R-8 and R-12 zones and must contain a contiguous identifiable area.

**DISCUSSION:** Councilman McEvers asked for clarification of the reduction of zoning. Mr. Wilson stated that the current code requires a resident sponsor to have signatures from 66% of the owners, owning 75% of the land and the amendment would reduce that to 66% and 66%, and that this does not directly impact someone's property. Councilman McEvers said it was his understanding that this would allow the group to have a special use permit on someone else's property and that does not impact the value. Mr. Wilson stated that it could; however, this code just gives the group an opportunity to go before the Planning Commission. Additionally, he clarified that downzones can be requested at any point, but this is a different method for a neighborhood to use. Councilman Edinger asked if this is being pushed by the Fort Grounds neighbors due to the Gunther development. Mr. Wilson stated that the Fort Grounds group is the applicant to bring this code amendment forward, but it is important to understand that this would be for any R-8 or R-12 zones citywide.

Councilman Goodlander asked if this would impact the college housing. Mr. Wilson stated that this would only affect residential zones, not college owned property that is zoned differently. Mr. Wilson stated that the current request by the Fort Grounds had a boundary that would exclude the college and LCDC owned property. Councilman Goodlander asked if anyone could come up with a boundary and then seek signatures from 66% of the owners within that boundary. Councilman Gookin asked if there was any information as to where the 66% came from. Mr. Wilson stated that he did not have any details regarding that and past staff members do not recall. Councilman Gookin clarified that this code would not allow for a small amount of the owners making decisions for the whole neighborhood, and felt that 66% is still a high threshold. Additionally, in the Fort Grounds there are irregularly sized lots, so the largest lots do not allow for the rest of the neighborhood to achieve the 75% threshold. He felt this change would even things out to still be a super majority. Councilman Kennedy clarified that tonight's request is for all R-8 and R-12 zones. Hereafter the Fort Grounds will need to take their request to the Planning Commission. Mr. Wilson stated that they will also be required to meet the notification requirements for a special use request.

Councilman Goodlander asked if there were any requirements as to the size that a boundary can be. Mr. Wilson stated that the code does require it to be a minimum of 1.5 acres in size and bounded by recognizable boundaries. Mayor Bloem asked if this process would allow a neighbor to form a box around a potential apartment project. Mr. Wilson stated that potentially if the neighbor and adjacent parcel is R-8 or R-12 and the boundaries make sense, they could. Councilman Kennedy asked for clarification regarding the 66%. Mr. Wilson provided the example of a 100 parcel neighborhood, which would require 66 signatures and that the square footage of the property would have to equal 66% of the boundary area, which would get them in front of the Planning Commission. Mayor Bloem asked if the Planning Commission would have a say if they agree with the boundary line. Mr. Wilson stated that they would be making determinations in regard to the boundary and the concept, etc.

#### **PUBLIC COMMENT:**

Marlo Faulkner, Coeur d'Alene, stated the City's Comprehensive Plan states that strong neighbors provide citizens a chance to take an active role and that the Fort Grounds is an example of design and citizens action, and will be impacted by future development. Further the City Comprehensive Plan states that the City will preserve the Fort Grounds as a historic area. She stated that many houses were built before 1920, left over from Fort Sherman. Many lots within the neighborhood are less than .143 acres, which means that when looking at 75%, the ten lots near the lake control more than the rest of the neighbors. In seeking the special use permit they were .04 of an acre short of the 75% with 91 signatures (which was over 75%). This is not about the specific development, but that the Fort Grounds is a unique place. Currently the neighborhood is all single family dwellings other than one development. She stated that they want protection of the neighborhood to continue its single family dwelling use. She provided a map to the City Council demonstrating pink highlighted parcels that signed the petition. She stated she did not find any other city requiring such a high threshold. Councilman McEvers asked if the "tear downs" were a problem. Ms. Faulkner stated that their desire is to preserve a single family neighborhood.

Frank Lawson, Coeur d'Alene, stated that he lives in the Fort Grounds and that fellow neighbor Tom Melbourne did research he would present tonight. He found that other zoning regulations

across the United States for this special use process did not contain any requirements where the percentage was greater than 66%, and nowhere did he find records requiring that, plus a percentage of the land. A city in Louisiana did require a % of land at 50% but no percentage of property owners. He reiterated that the neighborhood was asking for the code to be reduced to 66%, which would still be the highest threshold in the United States.

Kathleen McLandress, Coeur d'Alene, stated that the home environment section of the City Comprehensive Plan states that the old established neighborhoods have a charm that is unique and to preserve this old neighborhood atmosphere the City continues to refine standards and codes. She stated that they believe that each lot should have one vote and the 75% land requirement should be lowered. She hopes to prevent removal of historic homes and wants a single family detached home designation for the Fort Grounds. She believes that Goal 3 of the Comprehensive Plan would be met by amending this code to 66%. Councilman McEvers asked if the historic home tear down is OK even if it is within a historic neighborhood. Ms. McLandress stated that it is only problematic if changing from single family to multifamily. Councilman Adams asked if the group was accepting of the replacement of old homes with new as long as it is single family. Ms. McLandress agreed.

John Bruning, Coeur d'Alene, stated that he is a member of the Fort Grounds Homeowners Association and thanked the City Council for hearing their testimony. He reiterated the Comprehensive Plan references to the neighborhood. He stressed that in addition to its historic nature they also have some streets that are only 16' - 20' which is much narrower than current city streets and would be burdened by multifamily homes increasing traffic flows. He stated that a few years ago the Sanders Beach neighbor downzoned to R-3, and explained that option would not work for the Fort Grounds, as there are 120 lots in the neighborhood with 50 foot frontage, and the R-3 zone would cause 98 lots to be nonconforming. The only option available would be the special use permit request. Councilman Kennedy asked if, based on Mr. Bruning's experience as a Planning Commissioner, he thought that a boundary could be drawn to avoid development. Mr. Bruning stated that the request would still have to go to the Planning Commission, and then be appealable to the City Council, so it felt it would be difficult.

Mark Faulkner, Coeur d'Alene, stated that he is the Vice President of the Ford Grounds Homeowners Association. The zoning issues are not unique to the Fort Grounds. He clarified that within their neighborhood there are no consistent lot sizes, and that only two subdivisions in the City have consistent lot sizes. Many would not meet the 75% requirement or street frontage requirements. He reiterated that the neighborhood is requesting 66%, giving each property owner equal representation.

ORDINANCE NO. 3474  
COUNCIL BILL NO. 13-1019

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTIONS 17.05.090 AND 17.05.170 TO REDUCE THE THRESHOLD FOR SPONSORING A SPECIAL USE PERMIT RESTRICTION TO SINGLE FAMILY USE IN THE R-8 AND R-12 ZONES FROM PEOPLE OWNING SEVENTY FIVE PERCENT OF THE AREA TO PEOPLE OWNING SIXTY SIX PERCENT OF THE AREA; PROVIDING REPEAL OF CONFLICTING ORDINANCES;

PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

**MOTION:** Motion by Kennedy, seconded by Edinger to pass the first reading of Council Bill No. 13-1019

**DISCUSSION:** Councilman Kennedy stated he made the motion because he has advocated that there should not be a minority majority ruling, as in this case one property owner that is larger than the majority could rule against the majority in the neighborhood. He felt that this was a fairness issue and the right thing to do. Councilman Goodlander asked if this would impact the “in process” projects. Mr. Wilson stated that if a building permit has been issued they would continue their project, as the code in effect at the time of their submittal is what takes precedent. Councilman McEvers asked how neighbors would be informed of this type of request. Mr. Wilson stated that this would be the most publicized thing a neighborhood could do as they will need to collect the signatures before they even get before the Planning Commission, and then the special use permit designation on the property and public notices take place. Councilman Gookin clarified that the item being decided tonight is that the owner signature requirement is 66% and that the area requirement would be 66% instead of 75% and that this is a code change, not specific to a project.

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

**MOTION:** Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 13-1019 by its having had one reading by title only.

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

**RECESS: Motion** by Kennedy, seconded by McEvers to recess to December 27, 2013 at 12:00 Noon in the Library Community Room for a Public Hearing regarding the adoption of 2012 International Building Code with amendments, the 2012 International Existing Building Code, the 2009 Idaho State Plumbing Code, and the 2012 International Fire Code (IFC). **Motion carried.**

The meeting recessed at 8:15 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod, City Clerk

A CONTINUED MEETING OF  
THE COEUR D'ALENE CITY COUNCIL  
DECEMBER 27, 2013

The Mayor and Council of the City of Coeur d'Alene met in continued session in the Library Community Room at 12:00 p.m. noon on December 27, 2013 there being present upon roll call a quorum:

Sandi Bloem, Mayor

Loren Ron Edinger    ) Members of Council Present  
Deanna Goodlander    )  
Dan Gookin            )  
Steve Adams            )

Mike Kennedy         ) Members of Council Absent  
Woody McEvers        )

**PUBLIC HEARING: APPROVAL OF THE 2012 INTERNATIONAL BUILDING CODE WITH AMENDMENTS, THE 2012 INTERNATIONAL EXISTING BUILDING CODE, THE 2009 IDAHO STATE PLUMBING CODE, AND THE 2012 INTERNATIONAL FIRE CODE (IFC).**

**STAFF REPORT:** Building Official Ed Wagner clarified that there will be a couple of other codes brought forward at a later date after the legislative session. He requested approval of amendments to Municipal Code 15.05.010, 15.08.005, and 15.12.010. He stated that Municipal Code 15.05.010 will adopt a Fire Code that would be the same as the state adopted code. The amendment to Municipal Code 15.08.005 will also be consistent throughout most of the state and clarifies when an Architect and/or Engineer stamped plans is required.

Councilman Goodlander asked for clarification regarding what makes this a more stringent code. Mr. Wagner stated that the new code requires 5/8" drywall for separation, and provides more installation guidance to keep smoke and gasses out of the house.

Mr. Wagner clarified that there are no one half (1/2) hour fire rated assemblies available, so one (1) hour fire rated assemblies are being used, and this amendment would call out one (1) hour fire rated assemblies. He is proposing the removal of the snow load requirements to give architects freedom to design to code rather than hire an engineer. Municipal Code 15.12.010 amendment would adopt the plumbing code to be consistent with the state. Mr. Wagner stated that this amendment would remove the water softener loop requirement and that roof drains should be independent rather than looped together.

Councilman Gookin asked if existing construction would be grandfathered. Mr. Wagner clarified these codes would be applicable for future construction. Councilman Edinger clarified that this is reasonably necessary to protect the health of the city residents.

**PUBLIC COMMENTS:** Mayor Bloem called for public comments with none being received.

**MOTION:** Motion by Edinger, seconded by Gookin to pass the first reading of Council Bill No. **13-1020**, as it is reasonable and necessary for the safety of the city residents.

**ORDINANCE NO. 3475  
COUNCIL BILL NO. 13-1020**

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 15.05.010, 15.08.005 AND 15.12.0100 TO ADOPT THE 2012 INTERNATIONAL BUILDING CODE, THE 2012 INTERNATIONAL EXISTING BUILDING CODE, THE 2009 IDAHO STATE PLUMBING CODE AND THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE STATE FIRE MARSHALL TOGETHER WITH AMENDMENTS AND REVISIONS THAT ARE REASONABLY NECESSARY TO PROTECT THE HEALTH AND SAFETY OF CITY RESIDENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

**MOTION:** Motion by Edinger, seconded by Goodlander to suspend the rules and to adopt Council Bill No. **13-1020** by its having had one reading by title only.

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

**ANNEXATION A-1-13 - ANNEXATION OF PROPERTY AT 3528 W. SELTICE WAY  
“THE OLD ATLAS MILL SITE.”**

**STAFF REPORT:** City Attorney Mike Gridley clarified that this Ordinance approval is a housekeeping item. On November 5, 2013 the City Council approved the Annexation Agreement, and thirty days are allowed to publish the ordinance. Since the Agreement was not returned within that timeframe, the Ordinance was not published. He clarified that the map that is included was slightly changed due to the original survey not going to the high-water mark.

Councilman Gookin stated that the ordinance is the same; however, the attachment Exhibit “A” was slightly different and wanted to make sure it would not require a new hearing. Mr. Gridley stated that it only affects when the City expands the city boundaries, which will now include up to the high-water mark.

**MOTION:** Motion by Goodlander, seconded by Adams to pass the first reading of Council Bill No. **13-1021**.

**ORDINANCE NO. 3476  
COUNCIL BILL NO. 13-1021**

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTIONS 4, 9, & 10, TOWNSHIP 50, NORTH, RANGE 4W, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; CHANGING THE ZONING MAPS OF THE CITY OF COEUR D'ALENE; AMENDING SECTION 1.16.090, COEUR D'ALENE MUNICIPAL CODE, BY DECLARING SUCH PROPERTY TO BE A PART OF PRECINCT #43; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

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

**MOTION:** Motion by Edinger, seconded by Adams to suspend the rules and to adopt Council Bill No. **13-1021** by its having had one reading by title only.

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

**AUTHORITY TO PURCHASE A USED LOADER-MOUNTED SNOW BLOWER**

**STAFF REPORT:** Street Superintendent Tim Martin clarified that the staff report should have stated that the used loader mounted snow blower has 130 hours on it not 10 hours. He stated in years past they had a line item in the budget for used equipment; however due to the recession that line item was removed. Staff found this item and it is timely to bring this opportunity forward and requests authority to purchase the equipment. He stated that this piece of equipment would meet the needs of the community for approximately 10 years and will replace a 1973 blower. He stated that parts are not available for the 1973 blower, and it requires a large amount of maintenance. He also stated that he believes he can save funds from his annual budget to cover the cost of the purchase.

Councilman Goodlander asked if this was an opportunity that does not come up often in the open market. Mr. Martin clarified that it is not an item that is needed all the time and is often not available in the used market and that a new blower would cost over \$100,000.

Councilman Gookin stated that he would not support this request as it was not in the budget, but he was interested in reinstating the \$90,000 used equipment line item to next year's budget. Councilman Adams asked how funding would work since it is not in the budget. Mr. Martin stated that he is asking the authority to make the purchase and either cover it with savings from within his budget (in hopes of a mild winter) or he would come back with a budget amendment later. Finance Director Troy Tymesen stated that if Mother Nature stays away, Mr. Martin will

save enough to pay for the blower and would not require a budget amendment. He clarified that this purchase would be a one year transaction with John Deere. Councilman Goodlander asked if this is a purchase or a lease. Mr. Tymesen stated the City would own it, but could pay for it over one or two years if needed.

**MOTION:** Motion by Goodlander, seconded by Edinger to approve the purchase of a used loader mounted snow blower.

**DISCUSSION:** Councilman Adams asked if the likelihood of this opportunity coming again would be slim to none. Mr. Martin stated that he believes it is a very slim opportunity to find again. He stated that they have talked to the manufacturer of this equipment and that they have been looking for several years and this is the first they have found. The Street Mechanic has researched this and has seen videos of the equipment and has authority to send it back if they need to. He is very confident that it is a good piece of equipment. Councilman Adams stated that he has witnessed use of the old blower on Sherman Avenue for years and has seen it break down every five feet. Street Mechanic Steve Wolf stated that the older blower was never intended for a use such as Sherman Avenue and parts are difficult to find. The new blower design will slowly pushed snow into the blower which will be more versatile and more workable for Sherman Avenue. Mr. Wolf reiterated that he has been looking for used equipment like this for years and has not found one with this high of quality before and that this will be used for much more than Sherman Avenue such as the overpasses. He clarified that for every hour the old blower is used they spend at least one to two hours fixing the equipment.

**Motion carried** with Gookin voting no.

**EXECUTIVE SESSION: Motion** by Goodlander, seconded by Edinger to enter into Executive Session as provided by I.C. 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. **Motion Carried.**

The City Council entered into Executive Session at 12:50 p.m. Those present were the Mayor, City Council, City Attorney, City Administrator, and the Finance Director. Matters discussed were related to hiring a public officer.

City Council returned to regular session at 12:55 p.m.

**MOTION:** Motion by Goodlander seconded by Gookin to confirm the hiring of Melissa Tosi as the City Human Resource Director. **Motion Carried.**

**ADJOURNMENT:** Motion by Goodlander, seconded by Gookin that there being no further business, the meeting be adjourned. **Motion carried.**

The meeting adjourned at 12:55 p.m.

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Sandi Bloem, Mayor

ATTEST:

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Renata McLeod, City Clerk

RESOLUTION NO. 14-001

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF BUSINESS ASSOCIATE AGREEMENT (BAA) WITH EF RECOVERY REGARDING HIPPA COMPLIANCE AND COST RECOVERY FROM SPILL MITIGATION AT AUTO AND MARINE ACCIDENTS; APPROVAL OF CDBG GRANT AGREEMENT WITH TRINITY GROUP HOMES FOR 9<sup>TH</sup> STREET AND GILBERT AVENUE FACILITIES; AND APPROVAL OF S-2-03, LANDINGS AT WATERFORD 10<sup>TH</sup> ADDITION, ACCEPTANCE OF IMPROVEMENTS, MAINTENANCE/WARRANT AGREEMENT AND SECURITY.

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

- A) Approval of Business Associate Agreement (BAA) with EF Recovery regarding HIPPA compliance and cost recovery from spill mitigation at auto and marine accidents;
- B) Approval of CDBG Grant Agreement with Trinity Group Homes for 9<sup>th</sup> Street and Gilbert Avenue facilities;
- C) Approval of S-2-03, Landings at Waterford 10<sup>th</sup> Addition, Acceptance of Improvements, Maintenance/Warrant Agreement and Security;

AND;

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

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

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

DATED this 7<sup>th</sup> day of January, 2014.

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

ATTEST

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

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

ROLL CALL:

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

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

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

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

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

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

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

# City of Coeur d'Alene

## FIRE DEPARTMENT

*"City of Excellence"*

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### Staff Report

**Date:** 01-7-2014

**From:** Jim Washko, Deputy Chief

**Re:** Business Associate Agreement (BAA) between EF Recovery/CDAFD

**DECISION POINT:** For the Mayor and council to allow a BAA agreement between EF Recovery and the Coeur d' Alene Fire Department to ensure the adherence of the Health Insurance Portability and Accountability Act (HIPAA) while gathering and processing information for cost recovery from spill mitigation at auto and marine accidents.

**HISTORY:** The Fire Department responds to over 400 auto accidents each year. At those incidents we do a multitude of functions, one of which is spill mitigation. We have been using this EF Recovery since 2005 for our cost recovery for those mitigation materials and we have received over \$92,000 in compensation. The company handles the interface with the insurance companies once they receive the information from us. After each accident we fill out an on line report on their web site, supply the appropriate information, send it to them and they do the rest. This BAA agreement is to create a legal assurance that both parties are adhering to the HIPAA laws for medical information privacy while gathering information.

**FINANCIAL ANALYSIS:** There is a very positive financial outcome to using EF Recovery. Spill mitigation is built into auto insurance policies. When we use product to mitigate a spill we are reimbursed for the product and the time used to place the product. We have received over \$92,000 in reimbursement since 2005 and have not had to purchase spill mitigation material.

**PERFORMANCE ANALYSIS:** The BAA does not change the original agreement for cost recovery this is strictly to ensure that both parties are following the law in regards to HIPAA for parties that had been involved in an accident. This is something we deal with every day in the EMS field with signed documents and information to the patients regarding their HIPAA rights.

**DECISION POINT/RECOMMENDATION:** For the Mayor and Council to approve the Business Associate Agreement between EF Recovery and the Coeur d' Alene Fire Department.



October 1<sup>st</sup> 2013

Coeur d'Alene Fire Department  
300 E Foster Ave

Coeur d'Alene, ID 83814

To Whom It May Concern:

Please find the enclosed updated **Business Associate Agreement (BAA)** between our organizations. This new agreement replaces any prior Business Associate Agreement between EF Recovery and Coeur d'Alene Fire Department. This document was executed to ensure that your organization is in compliance with the new provisions of the Health Insurance Portability and Accountability Act (HIPAA), the American Recovery and Reinvestment Act of 2009 and the Health Information Technology and Clinical Health Act (the "HITECH Act").

Please sign one copy and return to EF Recovery at the following address:

P.O. Box 2029  
Gig Harbor, WA 98335

If you have any questions regarding this new Business Associate Agreement please do not hesitate to contact me at 253.853.1320.

Thank you for your business.

Sincerely,

Lisa Rogalsky  
Director Billing Operations/HIPAA Compliance Officer

enclosures

## Business Associate Agreement

This Business Associate Agreement ("Agreement") between Coeur d'Alene Fire Department herein referred to as "Customer" and E & F Recovery, LLC dba EF Recovery, "EF Recovery" is executed to ensure that E & F Recovery, LLC will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Customer in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

### A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

### B. Obligations of Business Associate

EF Recovery agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Customer any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Customer without unreasonable delay but in no case later than 60 days after discovery of the breach;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of EF Recovery agree to the same restrictions, conditions, and requirements that apply to EF Recovery with respect to such information;
5. Make PHI in a designated record set available to Customer and to an individual who has a right of access in a manner that satisfies Customer's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Customer, or take other measures necessary to satisfy Customer's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Customer or an individual who has a right to an accounting within 60 days and as necessary to satisfy Customer's obligations under 45 CFR §164.528;
8. To the extent that EF Recovery is to carry out any of Customer's obligations under the HIPAA Privacy Rule, EF Recovery shall comply with the requirements of the Privacy Rule that apply to Customer when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by EF Recovery on behalf of Customer, available to the Secretary of the Department of Health and Human Services for purposes of determining EF Recovery and Customer's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Customer notifies EF Recovery of any restriction on the use or disclosure of PHI that Customer has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Customer is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), EF Recovery agrees to assist Customer in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Customer's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Customer agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Customer of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Customer of any threat of identity theft as a result of the incident.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by EF Recovery on behalf of Customer include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Customer to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Customer to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that EF Recovery has been engaged to perform on behalf of Customer.

**D. Termination**

1. Customer may terminate this Agreement if Customer determines that EF Recovery has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, EF Recovery shall return to Customer or destroy all PHI received from Customer, or created, maintained, or received by EF Recovery on behalf of Customer that EF Recovery still maintains in any form. EF Recovery shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 1<sup>st</sup> day of October, 2013.

Customer

Signature: \_\_\_\_\_

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

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

EF Recovery

Signature:  \_\_\_\_\_

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

Date: 10/1/13 \_\_\_\_\_

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

DATE: JANUARY 2, 2014

FROM: RENATA MCLEOD, MUNICIPAL SERVICES DIRECTOR

RE: APPROVAL OF AN AGREEMENT WITH TRINITY GROUP HOMES, INC.  
FOR ENHANCEMENTS TO LOW TO MODERATE INCOME (LMI)  
APARTMENTS THROUGH A COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG).

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**DECISION POINT:**

- To authorize an Agreement with Trinity Group Homes, Inc. for enhancements to their low to moderate income apartments, through the use of CDBG funding totaling \$30,111.64.

**HISTORY:**

The City of Coeur d'Alene conducted a competitive RFP process for the CDBG Plan Year 2013 community grant dollars. The process included the submittal of a grant application, review by the Ad Hoc Committee (September 17, 2013) and recommendations of the Ad Hoc Committee authorized at the October 1, 2013 City Council meeting, and further approved at the public hearing held November 19, 2013 for the substantial amendment to the 2013 Action Plan. Therefore, staff recommends approval of the agreement with Trinity Group Homes for the Plan Year 2013 grant award in the amount of \$30,111.64.

**FINANCIAL:** \$30,111.64 has been budgeted in the CDBG Action Plan for this grant to Trinity Group Homes, Inc.

**PERFORMANCE ANALYSIS:** Authorizing this agreement will allow the Trinity Group Homes, Inc. to move forward with needed improvements to their LMI rentals.

**DECISION POINT/RECOMMENDATION:**

- To authorize an Agreement with Trinity Group Homes, Inc. for enhancements to their low to moderate income apartments, through the use of CDBG funding totaling \$30,111.64.

# AGREEMENT FOR CDBG GRANT FUNDS FOR

## Trinity Group Homes, Inc.

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

The key contact for Trinity Group Homes, Inc. is Robert Runkle, Executive Director. The key contact for the CITY is Sherri Wastweet, Grant Administrator, Panhandle Area Council.

1. Activities Under This Agreement. The CITY has received from the U.S. Department of Housing and Urban Development ("HUD"), a grant from the Community Development Block Grant Program, identified as Grant No. B-13-MC-16-0007 (the "CDBG Grant"). From this CDBG Grant the CITY is awarding \$30,111.64 (thirty thousand one hundred eleven dollars and 64/100) to Trinity Group Homes, Inc. to complete facility improvements to their 9<sup>th</sup> Street and Gilbert Avenue facilities, both located in Coeur d'Alene. The project is more fully described in Attachment A "Scope of Work."
2. Grant Amount and Matching Obligations. The maximum amount of the CDBG grant funds awarded to Trinity Group Homes, Inc. under this Grant Agreement is \$30,111.64 (thirty thousand one hundred eleven dollars and 64/100), referred to herein as the "grant funds." Trinity Group Homes, Inc. will provide the management resources, staff and office supplies needed for the project.
3. Budget. Trinity Group Homes, Inc. shall adhere to the Budget outlined in Attachment B attached hereto, unless otherwise amended in writing by Trinity Group Homes, Inc. and the CITY. In the event costs exceed these grant funds, Trinity Group Homes, Inc. shall be responsible for providing any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of the amount referenced above in Section 2.
4. Program Income. Any income generated from the use of these funds is "program income" and is considered the same as grant funds and is thereby subject to this contract and all the federal regulations. Trinity Group Homes, Inc. is allowed to retain and use program income for the same purposes as covered by this contract. Program income shall be expended before any additional grant funds are requested unless authorized differently in the Scope of Work. Neither the City nor Trinity Group Homes, Inc. anticipates any program income to be generated through this project.
5. Payments. As the project progresses Trinity Group Homes, Inc. will provide the CITY, through the City's Grant Administrator, Panhandle Area Council (PAC) 11100 N Airport Drive, Hayden, ID

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

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

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

6. Insurance. Trinity Group Homes, Inc. warrants that it has obtained, and will maintain at its expense for the duration of this Contract, Statutory Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this agreement as required by Idaho Code Section 72-101 through 72-806. Should Trinity Group Homes, Inc. fail to maintain such insurance during the entire term hereof, they shall indemnify the City against any loss resulting to the City from such failure either by way of compensation or additional premium liability.

Trinity Group Homes, Inc. shall maintain comprehensive general liability insurance, naming the City, its entities, and its representatives as additional insured in the amount of at least five hundred thousand dollars (\$500,000) for property damage or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Coeur d'Alene

*Dated:* \_\_\_\_\_ *By:* \_\_\_\_\_

Sandi Bloem, Mayor  
City of Coeur d'Alene, Idaho

ATTEST:

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

Trinity Group Homes, Inc. North Idaho

*Dated:* \_\_\_\_\_ *By:* \_\_\_\_\_

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

Attachment A

**Grant Agreement between CITY of Coeur d'Alene and Trinity Group Homes, Inc.**

**Scope of services**

Under the 2013 Community Development Block Grant Trinity Group Homes, Inc. will rehabilitate two semi-independent group homes used to house individuals with severe and persistent mental illness in Coeur d'Alene.

**Summary of the project activities**

Trinity Group Homes, Inc. will use these funds to upgrade the following mechanical systems; replacing all four furnaces in both duplex units, installing A/C for all four duplex units to improve the quality of life for these residents, most tenants suffer due to summer heat and are unable to properly sleep which can cause additional stress due to their existing mental illness. In one duplex, flooring will be replaced in the kitchen, laundry area, living room, hallway, five bedrooms and two bathrooms on each half of the duplex. At this location, they are also replacing the kitchen electric stove and dishwasher under the counter top. At the second home, they are replacing an outside storage building with a new 8' x 12' larger wood shed kit storage building on a concrete pad, and will install a new 3 rail (privacy) fence around the rear of the yard.

**Benefits:**

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

**Schedule:**

The Project shall commence upon execution of the Contract between Trinity Group Homes, Inc., and the Coeur d'Alene City Council and shall continue for twelve months. Work will commence as soon as funding is available. The storage shed and concrete pad will be completed in early spring 2014 weather permitting. At the completion of the project a final report is due on the number of beneficiaries served and the value of time and materials contributed to the project. Monthly reports on progress and expenditures shall be submitted to PAC.

Attachment B  
**Project Budget**

**Grant Agreement between CITY of Coeur d'Alene and Trinity Group Homes, Inc.**

<b>Budget Item</b>	<b>CDBG Funds</b>	<b>Leverage Funds</b>	<b>Total Project Costs</b>
<b>Construction</b>	<b>\$30,111.64</b>	<b>\$4,000.00</b>	<b>\$34,111.64</b>
<b>Total</b>	<b>\$30,111.64</b>	<b>\$4,000.00</b>	<b>\$34,111.64</b>

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

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

In the event project costs exceed these grant funds, Trinity Group Homes, Inc. shall be responsible for finding any and all additional funds. The CITY shall not be responsible to provide additional funds to pay any costs in excess of \$30,111.64 (thirty thousand one hundred eleven dollars and 64/100).

**CITY COUNCIL  
STAFF REPORT**

**DATE:** January 7, 2014  
**FROM:** Christopher H. Bates, Engineering Project Manager   
**SUBJECT:** Landings at Waterford 10<sup>th</sup> 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 Landings at Waterford 10<sup>th</sup> Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

**HISTORY**

- a. Applicant: Tom Anderl  
Mulligan Investments, LLC  
1250 Northwood Center Court  
Suite "A"  
Coeur d'Alene, ID 83814
- b. Location: East side of Downing Lane, south of Long Meadow Drive.
- c. Previous Action:
  1. Final plat approval of the Landings at Waterford 10<sup>th</sup> Addition, June, 2013.

**FINANCIAL ANALYSIS**

The developer is providing warranty security amounting to \$28,000.00 to insure the maintenance of the installed public infrastructure improvements during the one (1) year warranty period.

**PERFORMANCE ANALYSIS**

The Council previously approved the final subdivision plat of the Landings 10<sup>th</sup> Addition with the installation of a subdivision improvement agreement in June 1023. The developer has completed the installation 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 January 7, 2015.

**DECISION POINT RECOMMENDATION**

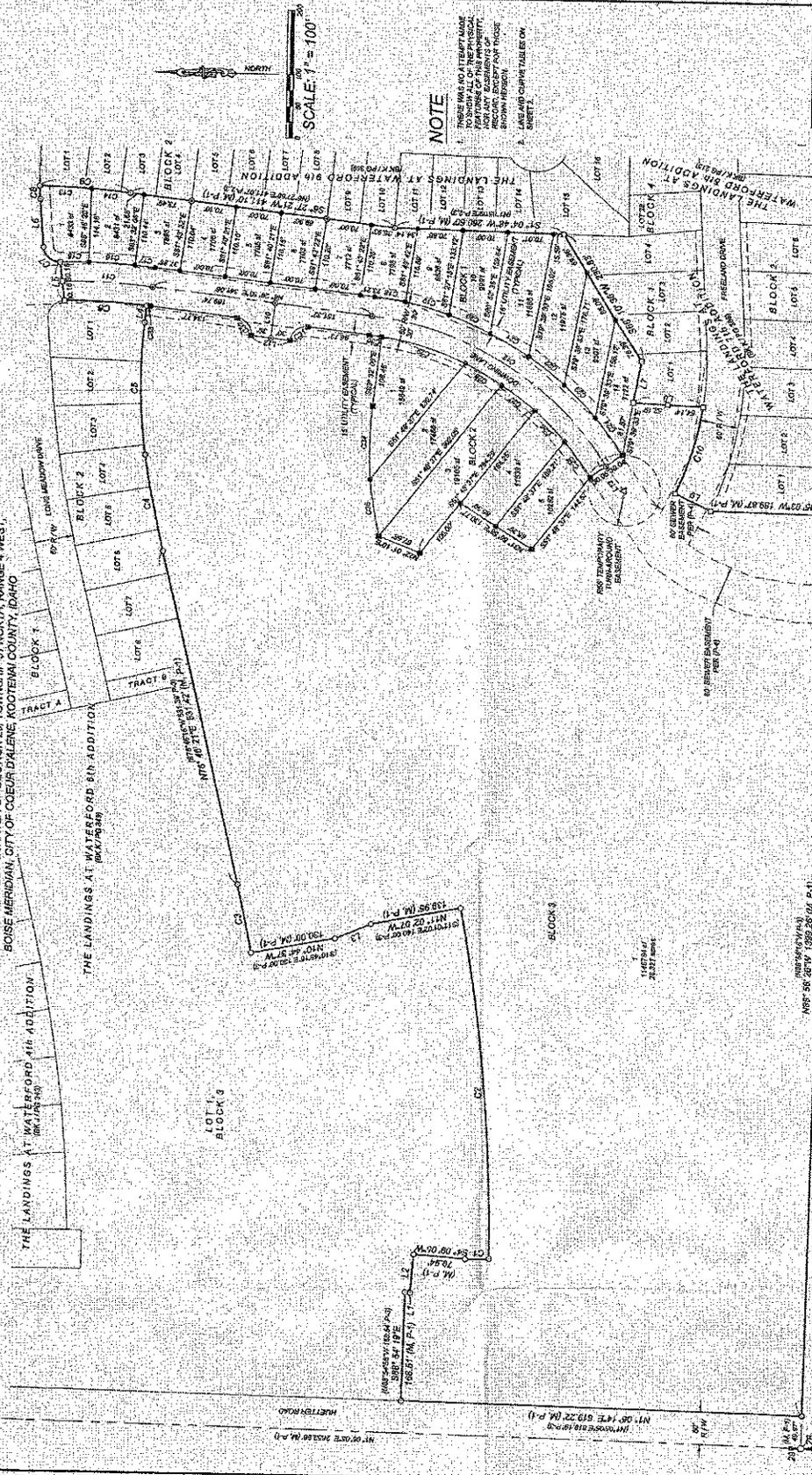
1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty Agreement and accompanying security.

# THE LANDINGS AT WATERFORD TENTH ADDITION

A BEAR AT A PORTION OF LOT 1, BLOCK 3 OF LANDINGS AT WATERFORD 7TH ADDITION LYING IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

20 1 21 NORTHWEST CORNER FOUND BASED ON MONUMENT CASE PER CHAIN SURVEY 20 1 20 CONDUCTED BY J. JOHNSON

BOOK PAGE INSTRUMENT NO.



**Johnson Surveying**  
 100 S. COEUR D'ALENE AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 PHONE: 208-675-1234  
 FAX: 208-675-1235  
 EMAIL: JOHNSON@JOHNSONSURVEYING.COM

CHECKED BY: [Signature]  
 DRAWN BY: [Signature]  
 SCALE: 1" = 100'  
 DATE: 07/02/13  
 JOB NO.: 12345678

**IDAHO BOARD OF SURVEYORS**  
 STATE OF IDAHO  
 BOARD OF SURVEYORS  
 100 S. COEUR D'ALENE AVENUE  
 COEUR D'ALENE, IDAHO 83814  
 PHONE: 208-675-1234

20 1 21 NORTHWEST CORNER FOUND BASED ON MONUMENT CASE PER CHAIN SURVEY 20 1 20 CONDUCTED BY J. JOHNSON

- ### LEGEND
- SET 1/4" BY 1/4" BEAR WITH YELLOW PLASTIC CAP MARKED "P-1"
  - SET 1/4" BY 1/4" BEAR WITH YELLOW PLASTIC CAP MARKED "P-2"
  - FOUND BY BEAR WITH YELLOW PLASTIC CAP MARKED "P-1"
  - FOUND BY BEAR WITH YELLOW PLASTIC CAP MARKED "P-2"
  - FOUND BY BEAR WITH YELLOW PLASTIC CAP MARKED "P-3"
  - FOUND BY BEAR WITH YELLOW PLASTIC CAP MARKED "P-4"
  - FOUND BY BEAR WITH YELLOW PLASTIC CAP MARKED "P-5"
  - FOUND BY BEAR WITH YELLOW PLASTIC CAP MARKED "P-6"

### REFERENCE DOCUMENTS

(P-1) PLAT OF LANDINGS AT WATERFORD 7TH ADDITION PREPARED BY J. JOHNSON AND FILED AT BOOK 4 PLATS, PAGE 1234, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-2) PLAT OF LANDINGS AT WATERFORD 7TH ADDITION PREPARED BY J. JOHNSON AND FILED AT BOOK 4 PLATS, PAGE 1235, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-3) PLAT OF THE LANDINGS AT WATERFORD 7TH ADDITION PREPARED BY J. JOHNSON AND FILED AT BOOK 4 PLATS, PAGE 1236, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-4) PLAT OF THE LANDINGS AT WATERFORD 7TH ADDITION PREPARED BY J. JOHNSON AND FILED AT BOOK 4 PLATS, PAGE 1237, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-5) PLAT OF THE LANDINGS AT WATERFORD 7TH ADDITION PREPARED BY J. JOHNSON AND FILED AT BOOK 4 PLATS, PAGE 1238, RECORDS OF KOOTENAI COUNTY, IDAHO.

(P-6) PLAT OF THE LANDINGS AT WATERFORD 7TH ADDITION PREPARED BY J. JOHNSON AND FILED AT BOOK 4 PLATS, PAGE 1239, RECORDS OF KOOTENAI COUNTY, IDAHO.

### BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PLAT IS THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, USING NAD 83. THE MONUMENT (NAD 83 ADJUSTMENT) IS BASED ON THE LINE FROM THE QUARTER CORNER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 4 WEST, BOISE MERIDIAN, AND THE QUARTER CORNER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 4 WEST, BOISE MERIDIAN. THE DISTANCE BETWEEN THESE TWO QUARTER CORNERS IS 100.00 FEET. THE BEARING OF THIS LINE IS 270.00 DEGREES. THE DISTANCE BETWEEN THE QUARTER CORNER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 4 WEST, BOISE MERIDIAN AND THE QUARTER CORNER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 4 WEST, BOISE MERIDIAN IS 100.00 FEET.

## AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK

THIS AGREEMENT made this \_\_\_\_ day of January, 2014 between Mulligan Investments, LLC, whose address is 1250 Northwood Center Court, Suite "A", Coeur d'Alene, ID, 83814, with Thomas Anderl, Managing Member, 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 approved the final subdivision plat of Landings at Waterford 10<sup>th</sup> Addition, a nineteen (19) lot residential development, in Coeur d'Alene, situated in the Northwest ¼ of Section 28, Township 51 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 "as-built" construction plans entitled "The Landings at Waterford 10<sup>th</sup> Addition", signed and stamped by Drew C. Dittman, PE, # 11138, of Lake City Engineering, Inc., 3909 N. Schreiber Way, Suite 4, Coeur d'Alene, ID 83815, dated December 9, 2013, including but not limited to: potable water main line and appurtenances, sanitary sewer main line and appurtenances, concrete roll curb, stormwater drainage swales, drywells and appurtenances, concrete sidewalk and pedestrian ramps, street base rock and asphalt paving, street signage, and, monumentation 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 Twenty Eight Thousand and 00/100 Dollars (\$28,000.00) 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 7<sup>th</sup> day of January 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**

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

**Mulligan Investments, LLC**

  
Thomas Anderl, Managing Member

ATTEST

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

AMENDMENT # 1 TO  
IRREVOCABLE STANDBY  
LETTER OF CREDIT NO. 24590  
DATED: JUNE 10, 2013  
AMOUNT: \$192,645.03

December 23, 2013

City of Coeur d'Alene  
Attn: Chris Bates  
710 E. Mullan Ave  
Coeur d'Alene, ID 83816

Ladies and Gentlemen:

This letter will serve as our Amendment to Letter of Credit No. 24590 in your favor for the account of MULLIGAN INVESTMENTS, LLC, 1250 NORTHWOOD CENTER CT., STE A, COEUR D'ALENE; ID 83814 up to the aggregate amount of ONE HUNDRED NINETY TWO THOUSAND SIX HUNDRED FORTY FIVE AND 03/100 -Dollars (\$192,645.03) covering improvements at Landings 10th Addition to include: Swales, Temp Turnaround, Drywells, Sidewalks, Rolled Curb/Gutter, Ada Ramps, Curb Drops, Signage, Gravel/Asphalt, Property Monuments and Staking/Engineering, as follows:

1. Decreasing the letter of credit amount **FROM** "\$192,645.03" **TO** "\$28,000.00".
2. Changing **FROM** a Letter of Credit Security for Performance **TO** a Letter of Credit Security for Warranty.

All other terms and conditions of Letter of Credit No. 24590 remain unchanged.

Sincerely,



Brad Stevens  
Assistant Vice President  
Washington Trust Bank

# **CITY COUNCIL STAFF REPORT**

**DATE:** January 7, 2014  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** **Approval to purchase right-of-way**

---

## **HISTORY**

City Staff was successful in negotiating with Wells Fargo Bank, located at 301 E. Sherman Avenue, to purchase a triangle portion of their property located at the Southeast corner of 3<sup>rd</sup> Street and Lakeside Avenue. The total area of the piece is 46.85 square feet. The additional right-of-way is needed to install concrete for Americans with Disabilities Act (ADA) purposes. The compensation of \$1000 will be funded through the McEuen project. A copy of the deed is attached.

## **RECOMMENDATION**

Staff recommends that Council accept the dedication and direct its recordation

**QUITCLAIM DEED**

**FOR RIGHT-OF-WAY PURPOSES**

KNOW ALL MEN BY THESE PRESENTS, that WELLS FARGO BANK, N.A., a national banking association and successor-in-interest to First Security Bank, ("Grantor"), which owns property commonly known as 301 E. Sherman Avenue, Coeur D'Alene, Idaho, 83814, for and in consideration of the sum of One Thousand (\$1000.00) Dollars and other good and valuable consideration, paid by the City of Coeur d'Alene, Kootenai County, State of Idaho, receipt of which is acknowledged do/es hereby quitclaim and convey unto the CITY OF COEUR D'ALENE, Kootenai County, State of Idaho, a municipal corporation, the GRANTEE, whose address is 710 Mullan Avenue, Coeur d'Alene, Idaho 83814-3958, its successors and assigns, the following described property in Kootenai County (hereinafter referred to as the "Property"), to wit:

See attached "Exhibit A" incorporated herein.

TO HAVE AND TO HOLD such property for public right-of-way purposes and incidents thereto, the GRANTOR/S do/es hereby dedicate his/her/their/its interest in said strip of land for public use. Said Grant to be appurtenant to and shall run with the land and be binding on the heirs and assigns of the GRANTOR/S. This conveyance is made subject to all easements and other matters of public record affecting the Property and Grantee hereby accepts the Property in its "as-is" condition, with all faults as of the date hereof.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have caused this instrument to be executed this \_\_\_\_ day of November, 2013.

"GRANTOR"

Wells Fargo Bank, N.A., a national banking association

By: [Signature]  
Its: \_\_\_\_\_

By: [Signature]  
Its: \_\_\_\_\_

"GRANTEE"

CITY OF COEUR D'ALENE, a municipal corporation

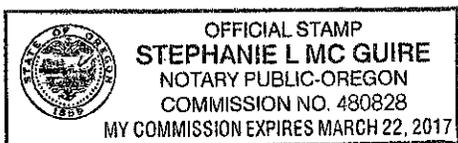
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

STATE OF Oregon )  
 ) SS  
COUNTY OF Multnomah

On this 13<sup>th</sup> day of November, 2013, before me a Notary Public, personally appeared Joshua Gutzwiler, known or identified to me to be the individuals (s) who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

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



S. McGuire  
Notary Public for the State of: Oregon  
Residing at: Multnomah  
My Commission Expires: March 22, 2017

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Francisco

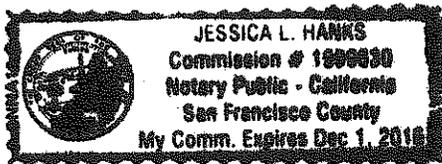
On Nov 15, 2013  
Date

before me,

Jessica Hanks, Notary Public  
Here Insert Name and Title of the Officer

personally appeared David Paris

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

Easement Description  
Wells Fargo Bank  
8-28-13

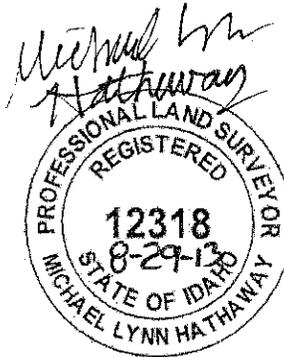
That portion of Lot 1, Block M of the Plat of Coeur d'Alene and Kings Addition, records of Kootenai County, Idaho, located in Southwest Quarter of Section 13, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho described as follows:

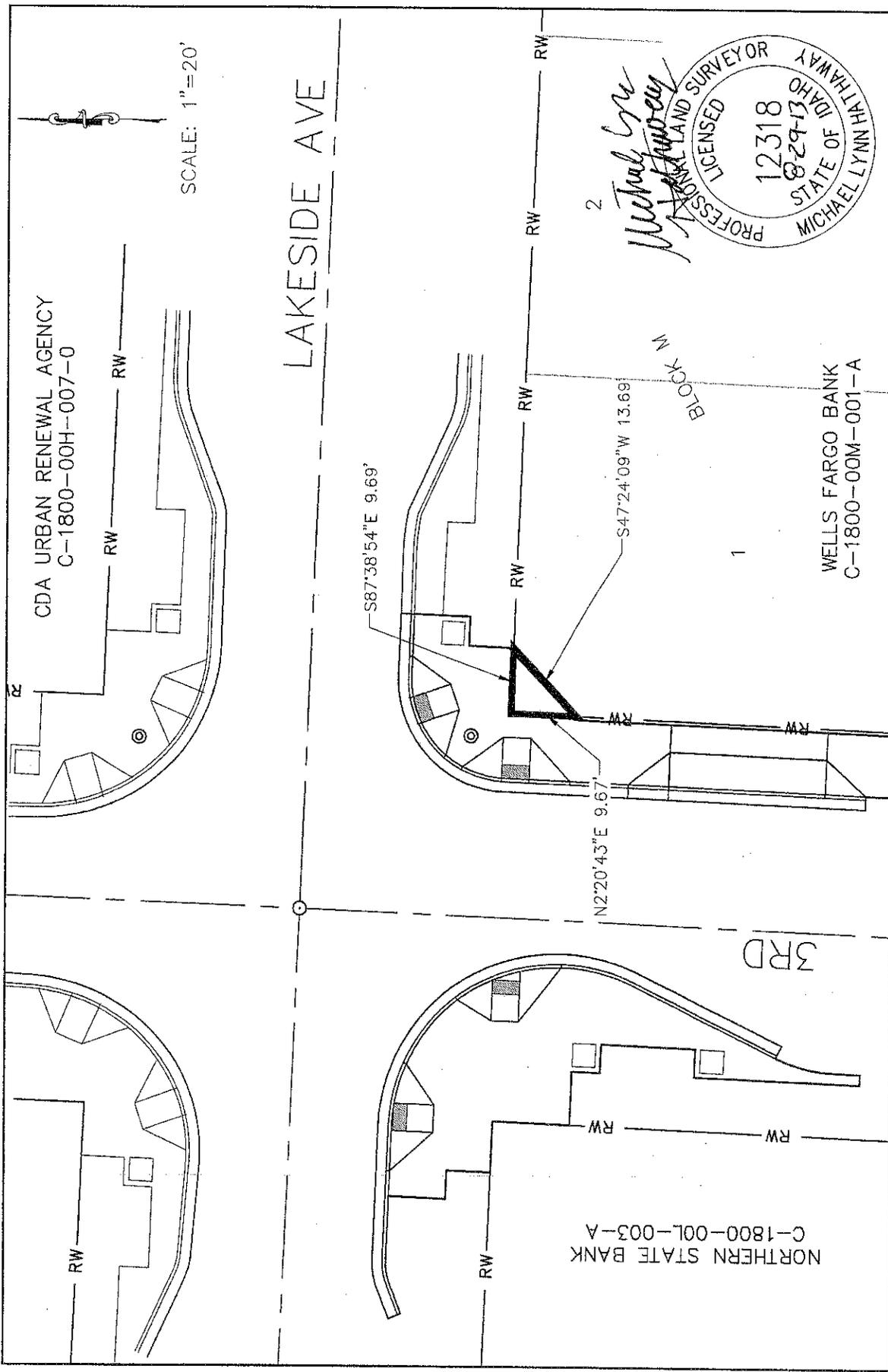
**BEGINNING** at the northwest corner of said Block M, said point being the intersection of the southerly right of way of Lakeside Avenue and the easterly right of way of 3rd Street; Thence along said southerly right of way, South 87° 38' 54" East a distance of 9.69 feet;

Thence South 47° 24' 09" West a distance of 13.69 feet to said easterly right of way;

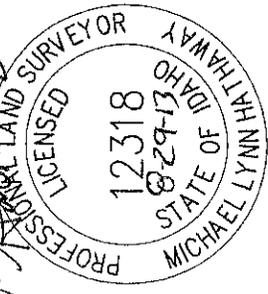
Thence along said easterly right of way, North 02° 20' 43" East a distance of 9.67 feet;

Containing 87 square feet.





PROJECT NO.: 41022  
 DESIGNED BY: TJF  
 DRAWN BY: TJF  
 DWG NAME: 41022EASE-EX03  
 DATE: 8-28-13  
 SHEET NO.: 1



**EXHIBIT A**  
**EASEMENT**  
**FROM WELLS FARGO BANK**  
**PARCEL # C-1800-00M-001-A**

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 Welch-Corner & Associates, Inc.  
 This document, and ideas and designs  
 incorporated herein, as an instrument  
 of professional service, is the property  
 of Welch-Corner & Associates, Inc.,  
 and is not to be used in whole or in  
 part for any other project without the  
 written authorization of Welch-Corner  
 & Associates, Inc.

**WELCH-CORNER**  
 ENGINEERS | SURVEYORS

www.welchcorner.com  
 350 E. Kathleen Ave.  
 Coeur d'Alene, ID 83815

208-664-9382  
 (toll free) 877-815-5672  
 (fax) 208-664-5946

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Teresa Loftin, an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association (the "Bank"), hereby certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on November 25, 2003, as amended, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate.

**RESOLVED**, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

**FURTHER RESOLVED**, that for the purposes of these resolutions, "Executive Officer" shall mean any person specifically designated as an Executive Officer of the Bank by resolution of the Board of Directors, and "Signing Officer" shall mean the Chairman of the Board, the President, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

\* \* \*

**B. Vice Presidents and Above**

**FURTHER RESOLVED**, that the Chairman, the President, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, for the Bank's own account; provided, however, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.
2. Bonds of indemnity and powers of attorney; provided, however, that proxies to vote stock in a corporation or to vote other interests in other legal entities and stock and bond powers may also be signed as hereinafter provided.

\* \* \*

C. Signing Officers

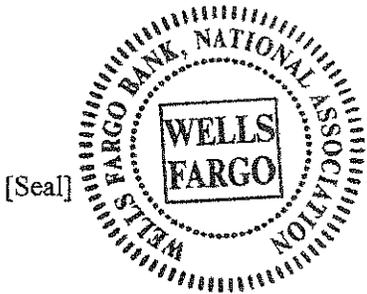
**FURTHER RESOLVED**, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

\* \* \*

2. The following persons are duly appointed and are acting officers of the Bank with the titles opposite their name as of the date hereof; and such officers are "Signing Officers" within the meaning of the foregoing resolution.

Arthur S. Barbour	Vice President
David S. Danis	Vice President
Joshua Steven Gutzwiler	Vice President
Joon Lee	Vice President
Jeffrey Rader	Vice President
Luis S. Rustia	Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Bank this 25<sup>th</sup> day of November, 2013.



  
Teresa Loftin  
Assistant Secretary  
Wells Fargo Bank, National Association

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

DATE: DECEMBER 30, 2013  
FROM: RENATA MCLEOD, CITY CLERK  
RE: REQUEST FOR PUBLIC HEARING

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I am requesting the City Council set a public hearing for the Council meeting scheduled January 21, 2014, to hear public testimony regarding the Community Development Block Grant Plan Year 2014 Action Plan.

# ANNOUNCEMENTS

# PRESENTATIONS