

Coeur d'Alene

CITY COUNCIL MEETING

April 2, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

MINUTES OF A CONTINUED MEETING
OF THE COEUR D'ALENE CITY COUNCIL
HELD ON MARCH 14, 2013 AT 6:00 P.M.
IN THE LIBRARY COMMUNITY ROOM

The Mayor and Council met in a continued session at the Library Community Room on March 14, 2013 at 6:00 p.m., there being present upon roll call a quorum of the Council.

Sandi Bloem, Mayor

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

Joe Dunlap, President) North Idaho College Representatives
Trustee Wood)
Trustee Meyer)
Trustee Nilson)
Trustee Howard)
Trustee Banducci)

Wendy Gabriel) Members of City Staff Present
Renata McLeod)
Troy Tymesen)
Mike Gridley)
Gordon Dobler)

Mayor Bloem opened the meeting and stated that the agenda included six items.

DIKE/LEVEE UPDATE – City Engineer Gordon Dobler provided an update regarding the Dike/Levee, which includes the area surrounding Rosenberry Drive, the Wastewater Treatment Plant, and Harbor Center. This certification is required by FEMA, and is a renewed effort due to issues that arose during hurricane Katrina. The certification to FEMA clarifies that the levee is sound and is capable of withholding the 100-year flood. He stated that the certification would be a three-phase process an assessment phase, evaluation phase and a design and construction phase. The current phase is assessment and the City has approved a contract with Ruen Yeager to begin that process. The second phase will be a large phase of evaluating the assessment and is expected to start this summer. It is estimated that North Idaho College's (NIC) share of phase one and two would be \$125,000. Mr. Dobler estimated that additional costs would come forward in phase three, as that phase includes repair and recommendation implementation.

Trustee Howard asked Mr. Dobler to clarify what the Army Corps of Engineers (Corps) position is regarding the trees. Mr. Dobler stated that the Corps has previously stated that the existing

vegetation did not meet any of the current standards, which is still their position; however, there are cases where they have made exceptions. One example is Milton Freewater, Oregon, who had the same contractors the City recently hired. Mr. Dobler stated that there will be some current work at the seawall, but it would not preclude travel on Rosenberry Drive and he intends to do work before or after the summer rush. Trustee Howard asked for clarification regarding the fundamentals of this process. Mr. Dobler clarified that the Corps does not do the actual certification, the role of certification goes to FEMA; however, FEMA looks to the Corps for approval. Mayor Bloem asked for clarification regarding the 2013 license due date and the project timeline. Mr. Dobler stated that the certification process has started and the City will go into a provisional level certification, which is allowable and there should not be any problems with the timeline. Trustee Wood asked for clarification as to when the City would need the funds from NIC. Mr. Dobler clarified that it would be this fiscal year and an agreement will be brought to NIC within a month. He further explained that the costs were based on property ownership/value within the zone. Councilman McEvers stated that he remembers when this issue first came before the City and NIC supported the efforts to save the trees and hopes that the Board is still in support. Councilman Adams asked if Gordon could estimate the number of trees that could be saved. Mr. Dobler stated that he would provide a rough estimate of 50%. Trustee Howard stated that this discussion was very informative and hoped that the City, via Mr. Dobler, would provide occasional reports to the Trustees. Mr. Dobler stated he would be willing to provide updates.

BEACH ANNEXATION – City Attorney, Mike Gridley stated that his department has been researching the annexation request that came forward approximately a year ago. He explained that in the annexation process an annexation agreement must be entered into before the Ordinance is finalized to complete the annexation. The NIC annexation agreement has not proceeded, so the annexation is pending. He provided several reasons annexation makes sense, such as the elimination of pockets of County land within the City limits, ordinance authority, one regulatory agency is preferable over two, and police response. Mr. Gridley stated his purpose for this discussion is to seek direction from NIC whether or not they are still interested in completing the annexation. Mr. Gridley provided a map demonstrating the boundaries of the beach area requested for annexation. Trustee Nilson asked what possible reasons for not annexing are and if there was an immediate need for annexation. Mr. Gridley stated that one opinion for not annexing might be that things are working fine so why change it. He further clarified that the annexation was at the request of NIC, so the City was just checking in to see if there was a desire to continue with the process. Trustee Banducci recalled that the request for annexation came forward after NIC pursued fixing the beach hut and found it would be easier to work with one regulatory entity. Councilman Adams recalled that the County was not going to approve the permit, so NIC wanted to get the permit through the City. Trustee Howard stated that the Board recently held a meeting with staff to discuss the annexation. They recently had three examples of projects that required County approval, while the County has regulations for less developed areas and the City regulations are designed for a more compactly populated area, and the City regulations are more applicable to this property. He felt that NIC should come back to the City to finalize the agreement. Mr. Gridley clarified that annexation does not mean ownership, and that the annexation would mean that the property would be within the city limits. Mayor Bloem asked if annexation time has lapsed. Mr. Gridley clarified that it is suggested to complete the agreement within 6 months, but it is not a hard rule. Mayor Bloem clarified that when NIC is ready they can contact the City to move the agreement forward.

BLM/RR PROPERTY – Mr. Gridley stated that the annexation of the BLM property is going to the Planning Commission for review. BLM has agreed to the annexation request. He explained that the property is currently in the County. Specifically, the property abuts Northwest Boulevard from north of the blue storage building property (at Lincoln Way) to Highway 95. The property from the blue storage building south turns into the city limits. Mr. Dunlap asked if Mr. Gridley could mention Federal Act related to this property and the restrictions that are included. Mr. Gridley explained that the City has filed a Lease Application with the BLM for use of the property. The Federal Act is a Recreational Use Act, and the lease would allow the community control. The next step is master planning, which will need to be submitted to BLM as part of application. Mr. Gridley stated that the restrictions would require that the property only be used for public civic uses such as recreation and education.

Trustee Meyer asked for clarification as to who would receive the land when the BLM parts with it. Mr. Gridley stated that the City would lease it and included NIC in the lease agreement so they would have use in the Educational Corridor. Mayor Bloem asked if the property could be used for buildings. Mr. Gridley clarified that it could be used for civic use type buildings, and that it would be challenging for three-story dorm/retail type building. Trustee Howard clarified that they were interested in a mixed used building and that he understood another route for acquiring property would be a direct gift from congress that would not have the restrictions. Mr. Gridley stated that the master planning would be for short term uses and that the best avenue in the long term would be to seek a congressional gift without any strings. Councilman Kennedy felt it would be a stronger case for the congressional gift for several entities to jointly make the request. Mr. Gridley clarified that the only City use identified is a trail, so the property would be held for the use of NIC. Trustee Wood asked if there was a drawing available as to the location of the trail. Mr. Gridley stated that the trail would be a connector trail, off Northwest Boulevard, beyond that - no specifics have been planned. The next step is to start a master planning process for the property located at the four corners north to Highway 95. The Parks and Recreation Department would like to host a stakeholder meeting to discuss the process moving forward. Trustee Howard clarified that ownership of the BLM land will go to the City unless it is gifted by Congress, and that since the lease application describes that the property would be used by NIC; NIC would have use of the land but not ownership. Additionally, the land would have the same restrictions under the Recreation Use Act. The gift from Congress would allow ownership options without use restrictions. Councilman McEvers concurred that if NIC wants long-term use of land from Hubbard and River, then it is worth seeking the congressional gift. Trustee Banducci asked if Mayor Bloem and President Dunlap would authorize staff to work toward the request of the congressional gift, as it would be nice to have unrestricted use of the ground. Mayor Bloem and President Dunlap concurred with the request. Mr. Dunlap stated that Mark Browning would be the stakeholder contact person for this item and levee issues.

ACTIVITY/EVENT CENTER – Mayor Bloem stated that Mr. Stone has met with the Trustees and the City regarding a proposal of an event center. Trustee Howard stated that the College adopted a Resolution approving the concept of an event center with a few parameters, such as no funds being available from the College. He noted that the gym is old and cannot accommodate large crowds. The proposed event center would be able to house large community event and

would be an exciting venture. He stated that they would need to look for assistance from LCDC and private fund raising. Additionally, they are currently engaged in an attempt to build up professional technical facilities; however, they do not want to miss the opportunity for an event center, therefore the College has appointed a review committee to study the options. President Dunlap stated the committee would gather decision-making data for the Board and to determine the level of support within the community and its capacity to raise funds. Councilman Gookin stated that he likes the idea of an event center. He has seen the proposal for the center and is concerned that it is too small. He believes that there should be a countywide recreational district created, so that the College could focus on education. President Dunlap stated that NIC does have an educational relationship to it, specifically their recreational teams would use such a facility, and another huge need is the graduation ceremony. Trustee Banducci stated that NIC would need scheduling priority and that it was a major issue for the College. Councilman Gookin stated that he believes it should be a civic project and that it would not make money, so a way to find out if the community is willing to support the project would be through a bond. Additionally, he is uncomfortable with the LCDC funding option.

President Dunlap clarified that there were a few location options; however, if LCDC funding were sought it would need to be located within the River District. Trustee Meyer clarified that the event center would also benefit the physical educational programs, so they would need to balance its proximity to NIC for students and parking, and consider the sequence of who uses it and when. Trustee Howard felt that the study would provide many answers, such as funding and size to meet the needs of NIC and the community. Councilman Adams clarified that the proposal was a 5,000-seat facility at an approximate cost of \$12 to \$15 million. Councilman Goodlander asked when the NIC Committee's study would be done. President Dunlap stated that they had not imposed a timeline, but hoped to have a progress report in a month or two. Trustee Nilson stated that this is the type of discussion that needs to occur, and that involving the community brings all the groups together, and that if value can be demonstrated the community would keep giving. Trustee Wood felt that the project meets the goals and mission of LCDC and that it would not be inappropriate to include LCDC. Councilman Gookin stated that LCDC is a pot of money the City can go to without the consent of the voters, which he is opposed to, and further believes they could go to the voters for this proposal. Trustee Wood stated that she believes the committee should hear all funding options. Trustee Nilson stated that he believes the committee could not rely on one funding source, and that the project would need to have a private sector majority partner. Councilman Gookin clarified that he likes the idea and having a facility located in Coeur d'Alene.

MONUMENT SIGN- Trustee Judy stated that there are many connections coming into the sign location and that the footing forms were being placed at Hubbard Avenue this morning. She mentioned that the College would like to utilize wastewater grey water for irrigation and hoped to be included in information regarding recent tree removals. Councilman McEvers clarified that the area where the trees were removed is the location of the next test site that will be built within the next year. Trustee Meyer stated she was concerned about safe crossing at Hubbard Avenue. Mr. Gridley stated that the trail connection would be removed and that the trail along the river will stay in place. Part of the master planning and conversation about the placement of the sign had to do with where a future trail will be placed. Mr. Tymesen stated that the DEQ

permit is very restrictive regarding spraying the grey water, as it cannot come in contact with an impervious surface. Unfortunately, the City is not even using the affluent because of the restriction of the permit.

Mr. Gridley stated that the City is reviewing the application for the sign permit for the monument sign. Trustee Howard clarified that the land is within the County; however, the County was more restrictive than the City. The County agreed that if the City had an easement at that location the College could request the permit through the City. Mayor Bloem stated she provide the Education Corridor Guiding Principles document as a reminder and for the benefit of the Trustees who had not received the document previously. Mayor Bloem stated that another reason for providing the document was that the other entities involved in the corridor are concerned about the sign, as they wanted equal lettering on the sign, and have some reservation about the way the sign is proposed, with NIC being placed largest on the sign. She further stated that the Educational Corridor is such a special place due to its incredible partnerships. She hopes that the parties will come together and review the guiding principles. Councilman Goodlander stated that the City needs to recognize that NIC has purchased the ground and a substantial investment by the taxpayers from LCDC has occurred. She reminded the group that one of the original concerns was entities being caught up in land ownership issues. Additionally, the Mayor's Institute of Design had come to the community and called it a remarkable place because a true partnership had occurred with the cooperation between the educational institutions. In the long run, everyone will win if there is a continued demonstration of that partnership. Mayor Bloem stated that it would be good to have the three institutions on the Mayor's cable show, LCSC, University of Idaho, and NIC, to demonstrate to the community what the schools are accomplishing together.

CDA 2020 VISIONING – Mr. Gridley stated that the original CDA 2020 project set goals for the year 2020. The visioning theory is that great cities plan for the future and not just react to it. With that theory in mind, it is time to check in with the community and see what their priorities are for the year 2030. A Project, such as an event center, is an example of what could come out of the visioning process. It is intended to bring the community together to discuss ideas/goals and prioritize them so leaders have areas of focus that are important to the community. The next step is to find an organization to lead the project, he hopes for an update later this month.

Councilman McEvers stated that he appreciated that the Board airs their meetings on Channel 19 and hopes that they continue. He thanked President Dunlap for his show, which is also aired on Channel 19. He reminded the Board that the campus has the ability to tap into the channel in order to do live broadcasts. Trustee Banducci stated that they are exploring options and may need another piece of equipment in the near future. Trustee Nilson stated that the televising of the meeting provides a connection to the community and provides a great education opportunity for the taxpayers. Councilman Kennedy stated that he appreciated the joint meeting and felt it would be good practice to continue. Trustee Howard stated that the meeting was productive and assisted with the Board's goal to reach out to the community and would like to have joint meetings annually.

ADJOURNED: Motion by Goodlander, seconded by Kennedy that, there being no further business before the Council, the meeting be adjourned. Motion carried.

The meeting adjourned at 7:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

DRAFT

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

March 19, 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 City Library Community Room on March 19, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

CALL TO ORDER: Mayor Bloem called the meeting to order.

INVOCATION: Led by Pastor Ron Hunter, Church of the Nazarene.

PLEDGE OF ALLEGIANCE: Councilman McEvers led the pledge of allegiance.

PRESENTATION: CROSSWALK FLAGS PILOT PROGRAM

Trails Coordinator, Monte McCully, discussed a Crosswalk Flags Pilot Program idea that has been brought forward by the Pedestrian & Bicycle Advisory Committee. The purpose of the program is to help reduce pedestrian/vehicular conflicts by providing crosswalk flags for pedestrians to carry as they cross the street, thereby making the pedestrians more visible. Other cities that have implemented a similar program include McCall, Idaho Falls, Hailey, Bellevue, Seattle, and Salt Lake City. Mr. McCully said that Salt Lake City adopted a similar program in 2000, which went from six flagged intersections to 134 by 2007. They estimated about 14% of pedestrians actually used the flags, but that the program and other measures taken resulted in a 30% decrease in city-wide pedestrian/vehicle conflicts.

The Ped/Bike Committee recommends starting with two intersections, located at 6th & Sherman Avenue, and Ironwood Drive/Ironwood Place. Sherman & 6th is the only intersection in the downtown core that doesn't have a signalized intersection. Ironwood Drive/Ironwood Place has one of the highest numbers of pedestrian/vehicle crashes in the city.

Mr. McCully explained that you grab a flag from whatever side you are crossing from. The cost per intersection to provide six flags and holders is \$61.00, plus signage, for a total of about \$180, which would come out of the bike path maintenance line item. If the program is successful and

demand grows for more intersections, they could develop ways to pay for it including an adopt-a-crosswalk program. Installation is simple and quick.

Councilman Goodlander asked Mr. McCully to explain exactly how the system would work. Mr. McCully explained that there would be three flags on each side. Occasionally the intersections might need to be monitored to make sure that all of the flags don't wind up on either side. Some concerns are that the flags might get stolen, but Mr. McCully said that the flags are pretty inexpensive and more can be purchased. If a lot of flags disappear, they can probably cancel the program.

Councilman Goodlander asked who would be inspecting the intersections. Mr. McCully said that he would probably make it part of his weekly rounds and that he could also ask the Ped/Bike Committee members for assistance. If there was an adopt-a-crosswalk program, they would ask the participants to monitor the intersections.

Councilman Kennedy said that he encountered a flagged intersection in southern Idaho and at first it seemed kind of silly, but he has looked at the numbers and it does have some positive impact. He noted that it is a very inexpensive way to try something that would support pedestrians and walking. He also likes that the program is not being implemented just in the downtown area.

Mr. McCully confirmed that pedestrians would not be required to use a flag, but can use them if it makes them feel safer.

Councilman Adams said that he is the council liaison to the Ped/Bike committee, and believes that it was a new member of the committee that offered the suggestion, and he thought it was an interesting idea. Historically, it appears that the flags in other cities don't get stolen very much.

PRESENTATION: FIRE DEPARTMENT AWARD OF EXEMPLARY ACTION – AISLYN MCCULLOUGH

Deputy Chief Jim Washko presented an award for exemplary action to Aislyn McCullough. He explained that on January 24, 2013, at 7:00 a.m., there was a structure fire and by the time the fire department arrived on scene, the residents of the home had already been evacuated due to being awakened by Aislyn. Aislyn continued to get help from neighbors and had the knowledge and presence of mind under stress to save her family. Deputy Chief Washko said that Aislyn attributed her success to Ramsey Elementary School and a field trip to the Coeur d'Alene Fire Department.

PUBLIC COMMENTS:

DOYLE'S

Cindy Palombi, 5317 N. Pinegrove Drive, said that they purchased their home in July, 1977 when Doyle's was a shack-type building with a couple of vans for delivery. She presented her concerns regarding the noise, dust, vibration, and lights that are part of Doyle's business 24

hours a day. Ms. Palombi presented pictures of the trucks lined up at Doyle's during the day and night. They have counted up to 18 trucks on the property at different times. Ms. Palombi discussed the noise study done by Code Enforcement Officer Bob Foster in September of 2010, who took readings at three different places in the neighborhood and came up with readings ranging from 55 to 68 decibals. In October, 2010, Deputy City Attorney Wilson emailed Mr. Foster and asked him to go out to do another test after the meter calibrated. They did not receive another report about the machine being calibrated. Ms. Palombi cited instances of other business being required to mitigated noise problems, including Costco, and businesses around the Meadow Ranch subdivision, and said that they are no different as they are abutted by Doyle's and the noise, vibration, lights and dust are very intrusive. Ms. Palombi requested that a legitimate sound study be done by a third party, 24 hours a day, 7 days a week. She also said that she would like Doyle's to cease and desist business at 10:00 p.m. until 7:00 a.m. in the morning.

Ms. Palombi cited various municipal codes regarding noxious diesel, intense dust, excessive noted that when people are subjected to noise levels above 65 decibals it can lead to high stress levels, increased heart rates, and potential hearing loss. She also discussed a sound study which was done for Doyle's by PBS Engineering that she did not agree with.

Councilman Gookin said that he asked Ms. Palombi to meet with him last week, and thinks that it is time that the city did a professional noise study. He noted that it is only fair and council cannot continue to let this neighborhood suffer and needs to do what it legally can to try and fix it.

MOTION: Motion by Goodlander, seconded by Edinger, move forward with a sound study to look at exactly what the impact of Doyle's is on the neighborhood.

DISCUSSION: Mr. Gridley said that a better motion would be to direct staff to come back to council with a proposal or information about conducting a sound study.

AMENDED MOTION: Motion by Goodlander, seconded by Edinger, to direct staff to come back to council with a proposal or information about conducting a sound study.

Ms. Palombi said that the neighbors would be happy to meet with the Planning Commission or Public Works Committee to go over what they have gathered in their research.

Councilman Edinger said that he remembers a few years back that Doyle's said they would put up a buffer around their property to keep the noise from the neighborhood. That never happened. Ms. Palombi said that Doyle's also said they were going to have a study done 24/7 for 30 days. The study that was conducted by PBS Engineering was for 3 days in between 2:00 p.m. and 5:00 p.m.

Councilman Adams said that several months ago after Kathy Hunt spoke to the council regarding the same issue, he took it upon himself to interview nine out of the eleven homeowners on the perimeter of Doyle's, and five out of the nine had concerns, which established to him that Mrs. Hunt and her husband were not the only residents with concerns. He subsequently had a meeting

with Tom Feist and Stan, the owner and manager of Doyle's. The 12' block wall was brought up and Mr. Feist said that he did offer to build the wall but was told by a neighbor that the wall would block the view, however Mr. Feist said that he would still consider doing it. Councilman Adams said that Mr. Feist also told him that the current construction will consist of new bays, facing west, but with all of the "newfangled" sound baffles and barriers. He is in favor of the motion.

MOTION CARRIED.

DOYLE'S

David Poling, 5409 N. Pinegrove Drive, said that they have been fighting noise, dust, and diesel pollution for a long, long time, and wanted to let the council know that it is not just one or two people having problems and that there are a lot of people that are concerned about this. The situation is worse now with Doyle's at night than it was with Panhandle Concrete.

Mayor Bloem said that she thinks a meeting would naturally happen once the city has some facts.

MOVING MINUTES CHALLENGE

Cynthia Taggart, 521 Indiana Avenue, said that she is the Public Information Officer for Panhandle Health District. April 1st through the 7th is National Public Health Week. The Panhandle Health District has a plan that they would like everyone to get involved in that is free, and fun, and she asked the city's support on their "Moving Minutes Challenge" to promote health in the community. They are asking people to track how much time they move each day, then report it to the health district on their website and Facebook page. Local merchants have donated prizes. She distributed posters and cards with links to the website and Facebook page. (website www.phd1.idaho.gov) (Facebook www.Facebook.com/MovingMinutesChallenge) At the end of the month they will present a trophy to the person or team with the highest daily activity minutes throughout the month.

Bob Legaza, 624 E. Lunceford Lane, said has lived Coeur d'Alene for a long time and has worked for the city for an equally long period of time and has seen a number of changes, and a lot of good things have happened here. He was wondering if the city could somehow find the money to tweak the Idaho map at the light on Northwest Blvd at the Riverstone intersection so that it faces north and south instead of east and west. The Mayor said that Mr. Legaza's request was not the first they had received, and she will refer it to staff.

JEWETT HOUSE ALCOHOL

Jerry Frank, 1425 E. Lakeshore, said that he learned from the newspaper last Tuesday that council was going to consider allowing alcohol to be served at the Jewett House, which is right across the street from their home. He expressed concern that the neighborhood was excluded from the process and noted that the Jewett House is in a residential neighborhood and that every event held at the Jewett House affects the neighborhood. He wondered why the only opportunity they have to comment is now, after the discussion has gone to the Parks Department and after going to the Jewett House Board, General Services Committee, and the newspaper.

Councilman Kennedy commented that tonight's presentation will be the third one that has been televised, and it is also on the website, and has been a topic that they've talked about a number of times.

Mr. Frank said that is fairly active in the neighborhood and he didn't hear anything about it until Tuesday. He suggested that it be sent back to Mr. Anthony asking him to call a meeting with the neighborhood and let the neighborhood try and come up with some ideas to mitigate any problems that this might cause.

Councilman Adams asked Mr. Anthony to address Mr. Frank's concerns. It was agreed that Mr. Anthony would discuss the request as an agenda item later in the meeting.

MCEUEN

Terry Beckford, 670 N. Chisholm Court, Post Falls, said that he is quite concerned about how the McEuen project was bid, and the process for reviewing the bids and awarding or recommending the project to go forward. He noted that he read an article by Tom Hasslinger about a public information officer for the project and Mr. Beckford contacted him to say that it is an extremely important role and that the Public Information Officer needs to know everything about the project so that they can disseminate the information. He said that he contacted the City Administrator, but she didn't answer until after the March 7th meeting. He and Ms. Gabriel spoke after the meeting and he told her that there are so many pitfalls in reviewing the bids. He made the recommendation that the city have a pre-award meeting to identify all of the potential pit falls and to find out if the contractor covered them.

Mr. Beckford said that he has been in this business for nearly 50 years, and has been doing work of a similar nature with all of the major mining companies around the world and that he knows exactly what is happening with these bids. He wrote down 17 bullet items and sent them to Ms. Gabriel, and also sent a copy to Gordon Dobler, and a courtesy copy to Councilman Gookin. He admired the fact that during the March 7th meeting, Councilman Gookin was one of the very few that asked questions. Mr. Beckford doesn't think there have been enough questions asked by the city. Mr. Beckford said that the city has a problem and he'd like to know what they plan to do about it.

Councilman Gookin asked Mr. Beckford exactly what he is afraid is going to happen. Mr. Beckford said that the 17 points he raised are what could happen. Many bidders do "front-end loading" of a bid and a high mobilization cost. He said that normally the city would want to develop a contingency for the project and it should be done in a reasonably scientific manner, with variables. He doesn't know how the city has covered all the underground utilities under Front Street. He thought Ms. Gabriel was deeply involved in the bid evaluation process, but clearly she is not familiar with what is being done.

Councilman Gookin confirmed that Mr. Beckford's opinions are based upon his experience all over the world, with very large contracts, and felt that it might benefit the city if Mr. Beckford got in touch with the engineers and reviewed some of his concerns.

Councilman McEvers commented that the city does projects all the time, including highways and parks, and he doesn't get it. He said it feels like a stall, but he's getting used to it. There is always something wrong with the project, and it's getting kind of old. It's not like this is the city's first project.

Councilman Kennedy commented that by state law they have to follow very specific line items. Engineers and architects have been meeting every week for probably 15 months. All of that goes to the process of putting together a bid. Councilman Kennedy further noted that the city has a staff person filling the Public Information Officer position.

Ms. Gabriel said that on March 7th the city council approved the lowest bidder according to state law and they had a pre-award meeting last Friday morning. On Friday afternoon the contract was signed and the contractor was given a Notice to Proceed yesterday. The questions that our experienced engineers and architects had, as well as contractor questions, were raised so they could make sure they were all on the same page.

Councilman Edinger asked why only Councilman Gookin received the email from Mr. Beckford. Mr. Beckford said that first of all, he wasn't sure it was right to give the email to everyone. He had a long discussion with Councilman Gookin after the March 7th meeting and told him he would be happy to send him his thoughts. There was no intention to not send it to everyone. Mr. Beckford stated that he is certainly not trying to hold the project up. He would love to see it go forward and be a successful project, and hopes that there are no pitfalls.

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

DISCUSSION: Councilman Gookin questioned the liability insurance requirements for Porky G's BBQ concession. Mr. Gridley confirmed that it was a misprint and that it would be corrected.

1. Approval of Council Minutes for March 5, 2013, and March 7, 2013
2. Approval of Bills as Submitted
3. Setting General Services and Public Works Committees meetings for Monday, March 25th at 12:00 noon and 4:00 p.m., respectively.
4. **CONSENT RESOLUTION NO. 13-016:** 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 CHANGE ORDER NO. 1 TO THE CONTRACT WITH RC WORST & CO., INC. FOR LANDINGS WELL PUMP REHABILITATION PROJECT; APPROVING THE PURCHASE OF TWO UTILITY VEHICLES FROM LAKE CITY FORD FOR THE WATER DEPARTMENT; APPROVING A LEASE AGREEMENT WITH GARY STINNETT (PORKY G'S) FOR MEMORIAL FIELD CONCESSIONS; APPROVING AN AGREEMENT WITH ROW, INC. FOR LAKE ACCESS FROM THE EAST END OF INDEPENDENCE POINT FOR KAYAK GUIDED TOURS; APPROVAL OF SS-7-12, BELLE STARR SUBDIVISION, FINAL PLAT, AND

SUBDIVISION AGREEMENT AND SECURITY APPROVAL AND APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH COEUR D'ALENE MINES CORPORATION;

- a. Approval of Change Order No. 1 to the Contract with RC Worst & Co., Inc. for Landings Well Pump Rehabilitation Project
 - b. Purchase of two Utility Vehicles from Lake City Ford
 - c. Lease Agreement with Gary Stinnett (Porky G's) for Memorial Field Concession
 - d. Agreement with ROW, Inc. for lake access from the East end of Independence Point Beach
 - e. Approval of SS-7-12, Belle Starr Subdivision, Final Plat, and Subdivision Agreement and Security Approval
 - f. Approval of Temporary Easement Agreement with Coeur d'Alene Mines
5. Approval of Beer/Wine License – The Country Club, LLC., 216 E. Coeur d'Alene Avenue (New)
 6. Beer/Wine License – Bullman's Wood Fired Pizza, 2385 N. Old Mill Loop (New)
 7. Beer/Wine License – Locker Room Salon II, 2942 N. Government Way (Change in Location)

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

MOTION: Motion by Adams, seconded by Gookin, to move Item I-1 and I-2 forward on the agenda, since he has fairly lengthy announcements to make.

Motion carried.

MOTION: Motion by Kennedy, seconded by Gookin, to move the Council Announcements to the end of the agenda.

Motion carried.

ORDINANCE NO. 3460
COUNCIL BILL NO. 13-1003

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTION 4.25.030 TO ALLOW ALCOHOL TO BE SERVED AT THE JEWETT HOUSE BY PERMIT; 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.

STAFF REPORT: Councilman Kennedy said that this request has gone through the Parks & Recreation Commission, and General Service Committee, and is a request from the Jewett House Board. Part of the reason for the request is the Jewett House receives a number of requests each year for weddings where people do not choose to use the facility because they can't have a

Champaign toast at their wedding. The Jewett House has also deferred some maintenance issues that need to be addressed that could be funded by these types of events. The events would be very space appropriate and would be highly controlled, highly permitted, and would be for the most part weddings.

Steve Anthony said that he serves as liaison to the Jewett House Board and said that serving of alcohol has been discussed by the Jewett House Board over the last seven or eight years. At first they were a little hesitant to move forward with it and were waiting to see how it worked at Riverstone Park. The board also observed the library and their special event that went very smoothly. They have received calls from people who would like to book weddings if this is approved by the council. The Jewett House charges \$250.00 per hour. By being able to serve alcohol by permit, that will extend the time that the guests use the building. Alcohol would be served by a licensed caterer only and a permit issued. Once the permit is filled out, it would go to the Jewett House Board for their review and if they feel it would be a good event, they will sit down with the bride and their caterer to go over all their guidelines. They are also putting some checks and balances in place in that they have eliminated the beach, and alcohol would have to be kept on the Jewett House grounds themselves. Mr. Anthony said that they would like to try it for at least a year.

Councilman Goodlander noted that the beach in front of the Jewett House is connected to the house and asked Mr. Anthony to explain. Mr. Anthony said that the Jewett House was given in trust to the City of Coeur d'Alene by the Potlatch Corporation, with the grounds and 100 feet beach frontage. Access to Sanders beach and the house are synonymous. The Potlatch Corporation gave the city permission to hold weddings and special events at the house as an opportunity to earn money. As long as the city is a good steward of the property, Potlatch is very satisfied. Mr. Anthony noted that he did contact Potlatch to let them know that this item was going before the council and they did not have any objections.

Mr. Anthony confirmed that if something were to happen with the trust agreement with Potlatch, that the city would lose access to the public beach. Part of the agreement with Potlatch is to keep the house in good shape, and keep the grounds and beach clean. The building is in need of a roof, boiler, carpeting, and interior painting, and is over 7,400 square feet. The Jewett House Board receives about \$11,000 a year, which basically covers utilities. They have been looking at ways to build up the trust fund.

Councilman Edinger asked why weren't the neighbors notified that this was going to happen. Mr. Anthony said that he would have to take the blame as the liaison. He noted that he received no phone calls after the story was in the paper and said that if anybody from the neighborhood would have called, he would have been glad to meet with him.

Councilman Kennedy said that he received two calls from neighbors supporting the request. Mr. Anthony said that since the house next door to the Jewett House was built, they have had at least three or four events where alcohol was served and from his observations, they didn't have a negative impact on the neighborhood. By ordinance, the Jewett House is considered a park, and activities can't go past 11:00 p.m.

Mr. Frank said that when he saw the proposal, it was very vague in his opinion. The number of guests is unclear, there is no time limit, although he was told it would usually be limited to 3 hours. There are no provisions for the number of nights this would be allowed. Mr. Frank noted that it is a very busy neighborhood during any day and especially weekends in the summer and early fall, and he doesn't think anybody has thought about where these people are going to park. He also said that the proposal says nothing about whether music will be allowed outside. He is also concerned that all types of alcohol would be allowed. He urged the council to give the proposal back to Mr. Anthony and have him meet with the neighborhood and work it out.

Mr. Anthony commented that music is allowed at the Jewett House now, so that wouldn't change. They also have weddings there, with anywhere from 150 to 200 people. Basically, the only change is they are going to allow the opportunity to purchase a permit and use a licensed caterer for the events.

Councilman Gookin asked if Mr. Anthony thought that allowing for an alcohol permit would increase the number of weddings. Mr. Anthony said they have two pending weddings now, and if the council makes a decision tonight, they are meeting with the bride and groom tomorrow.

Councilman Gookin asked if there is there any mechanism right now that notifies the neighbors. Mr. Anthony said that there was not, but that he has been the liaison for 30 years and received a few complaints a long time ago when people would party on the beach, but as far as weddings go, he has not received any complaints.

Councilman Gookin asked if there was any consideration given to limiting the permit to beer and wine, as opposed to all forms of alcohol. Mr. Anthony said it was discussed but they felt that since they would be using a licensed caterer, they didn't want to be that restrictive. He also noted that the caretaker of the Jewett House, Marla, did some research and talked to Greenbriar who also does weddings and serves alcohol, and they didn't have any problems.

Councilman Kennedy said that if a decision is delayed, then the Jewett House won't have the revenue this year and his inclination to move forward with approving the request since it has worked at Riverstone and has been through the committee structure, while being engaged with neighbors in the area.

Mr. Anthony said that he would invite Mr. Frank to the next Jewett House Board meeting so that he can address any concerns that he might have.

MOTION: Motion by Kennedy, seconded by Goodlander, to pass the first reading of Council Bill 13-1003.

DISCUSSION:

Councilman Gookin asked why there are two separate sections in the code entitled "beer, wine, liquor prohibition." Mr. Gridley said that it probably has to do with the fact that the Jewett House is consider a park facility, but he would have to review the code section. Councilman Gookin said that he doesn't have a problem with alcohol in the parks. His concern is that the code keeps listing exceptions and wondered if this is something that the city should look at universally as opposed to

considering exceptions. Mr. Gridley explained that the municipal code evolves over time, and that it would probably be worthwhile to address things in a more global fashion. Councilman Gookin said that until this is resolved, he will vote no like he did on the library request.

Councilman McEvers said that Greenbriar is in a private area and they all seem to survive. It is just business, and all of the responsibility falls on the caterer. He thinks things are quieter on Sanders Beach than they ever were since there is so little beach left and he will support it.

ROLL CALL: Goodlander, Yes; Gookin, No; Kennedy, Yes; Edinger, Yes; Adams, Yes; McEvers, Yes.

Motion carried.

MOTION: Motion by Edinger, seconded by Kennedy, to suspend the rules and to adopt Council Bill No. 13-1003 by its having had one reading by title only.

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

Motion carried.

RESOLUTION NO. 13-017

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A POLICY FOR ALCOHOL SERVICE AT THE JEWETT HOUSE SENIOR CITIZEN RECREATION CENTER.

MOTION: Motion by Kennedy, seconded by Goodlander, to adopt Resolution 13-017.

ROLL CALL: Gookin, No; Kennedy, Yes; Edinger, Yes; Adams, Yes; McEvers, Yes; Goodlander, Yes.

Motion carried.

RESOLUTION NO. 13-018

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE FUNDING AND LETTER OF AGREEMENT FOR PUBLIC TRANSPORTATION WITH THE KOOTENAI COUNTY.

STAFF REPORT:

Mr. Tymesen said this is an agreement with Kootenai County regarding public transportation that takes place in our area. It includes Citylink and other providers. The preponderance of funds comes from the Federal Transit Administration. The request is the same as last year, and they have

been doing it for a number of years. The city pays for less than 3% of the total transportation cost. Mr. Tymesen said that four years ago the city was able to take advantage of the partnership to pick up the Specialized Needs Recreation van and the city provided the match.

Councilman Gookin asked about the SNR van and asked if that is a service provided by the city, or is it part of what the city is funding. Mr. Tymesen said that the van is an asset that is controlled by the City of Coeur d'Alene and used for Specialized Needs Recreation. It is not open to everyone but is more of a destination vehicle.

Councilman Gookin noted that when the city is funding Citylink, they are also funding paratransit, which is the door to door service and the money is not separated.

MOTION: Motion by Kennedy, seconded by Edinger, to adopt Resolution 13-018.

DISCUSSION:

Councilman Adams noted that he opposed the item last year and will again this year for the same reasons. Also, last year he presented an article about the federal government being broke. He personally believes that public transportation is outside the realm of anything the government should be involved in. Councilman Adams does not think it is a good use of federal dollars. He commented that the \$44,000 could be better spent providing benefits to seven or eight city employees. He will oppose it.

Councilman Gookin said he agrees with Councilman Adams that the federal government is broke. He also noted that he receives a lot of complaints about Citylink, but he does like the paratransit part. It would be great if the city could just fund that service itself. He will be voting yes.

ROLL CALL: Kennedy, Yes; Edinger, Yes; Adams, No; McEvers, Yes; Goodlander, Yes; Gookin, Yes.

Motion carried.

The mayor called for a five minute break at 7:30 p.m. The council meeting resumed at 7:47 p.m.

ORDINANCE NO. 3458
COUNCIL BILL NO. 13-1005

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 13.08.010, 13.08.020, 13.08.030, 13.16.010, 13.16.030 TO ESTABLISH NEW WASTEWATER RATE AND CAP FEES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by Goodlander, seconded by Gookin, to pass the first reading of Council Bill 13-1005.

DISCUSSION:

Council Gookin thanked Mr. Fredrickson for his work on the ordinance and for everything that he does.

ROLL CALL: Edinger, Yes; Adams, No; McEvers, Yes; Goodlander, Yes; Gookin, Yes; Kennedy, Yes.

Motion carried.

MOTION: Motion by Goodlander, seconded by Kennedy, to suspend the rules and to adopt Council Bill No. 13-005 by its having had one reading by title only.

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

Motion carried.

RESOLUTION NO. 13-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED AMENDED BUDGET FOR FISCAL YEAR 2012-2013, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE AMENDED ESTIMATED REVENUE FROM PROPERTY TAXES AND THE AMENDED TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Amended Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2012:

GENERAL FUND EXPENDITURES:		
Mayor and Council	\$ 220,014	
Administration	399,866	
Finance Department	676,928	
Municipal Services	1,369,649	
Human Resources	241,663	243,963
Legal Department	1,428,897	
Planning Department	475,512	
Building Maintenance	398,419	
Police Department	9,969,692	
Drug Task Force	36,700	
ADA Sidewalks	220,785	
Byrne Grants	149,077	
COPS Grant	69,819	
Fire Department	7,627,429	7,729,672
General Government	192,635	942,635
Engineering Services	1,238,436	3,203,536
Streets/Garage	2,390,303	
Parks Department	1,665,888	
Recreation Department	764,454	
Building Inspection	721,439	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$30,257,605</u>	<u>33,077,248</u>

SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,278,960	
Community Development Block Grant	267,325	
Impact Fee Fund	613,133	913,133
Parks Capital Improvements	881,215	1,870,524
Annexation Fee Fund	70,000	
Insurance / Risk Management	264,000	
Cemetery Fund	239,300	
Cemetery Perpetual Care Fund	98,000	
Jewett House	42,000	
Reforestation / Street Trees / Community Canopy	68,000	
Arts Commission	7,000	
Public Art Funds	245,000	
TOTAL SPECIAL FUNDS:	\$ 4,073,933	\$ 5,363,242
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 570,050	
Water Fund	7,602,289	
Wastewater Fund	18,996,924	19,326,924
Water Cap Fee Fund	850,000	
WWTP Cap Fees Fund	879,336	
Sanitation Fund	3,285,480	
City Parking Fund	575,957	607,728
Stormwater Management	923,967	
TOTAL ENTERPRISE EXPENDITURES:	\$33,684,003	\$ 34,045,774
FIDUCIARY FUNDS:	\$ 2,538,100	
STREET CAPITAL PROJECTS FUNDS:	770,000	
DEBT SERVICE FUNDS:	1,381,865	
GRAND TOTAL OF ALL EXPENDITURES:	\$72,705,506	\$ 77,176,229

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on March 20, 2013 and March 27, 2013.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 2nd day of April, 2013 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed amended Budget should or should not be adopted.

STAFF REPORT:

Mr. Tymesen said that Idaho Code 50.1003 allows for budget amendments at any time during the fiscal year. He reviewed the proposed budget amendment, which included funds for McEuen, and the acquisition of Person Field and Bryan Field. He also reviewed the increase in revenues from inspection fees, which will result in almost \$437,000 in new revenue that had not been anticipated.

Mr. Tymesen reviewed the sources of income for the McEuen project and commented that due to the donation from Ace Waldon and his trust, the parks department has been doing improvements at Phippeny Park. He also reviewed the Ramsey Baseball Field construction and the need to do a transfer out of the impact fees for parks.

Councilman Gookin thanked Mr. Tymesen for bringing the budget amendment forward, and said that he can't understand how we are taking money from next year's budget and putting it into this year's budget. Mr. Tymesen said that what they are doing is securing the funds for McEuen, Person Field, and Bryan Field in this fiscal year. When they come forward with the financial plan next year, they will seek to reimburse the rainy day, or Fund Balance fund.

Mr. Tymesen explained that council has agreed to utilize the overlay funds for next year for Front Avenue.

Councilman Edinger commented that the Fund Balance is taking a pretty good hit for McEuen. Mr. Tymesen said that the goal from the Finance Department is that they don't spend much of the money they are now appropriating until very late in the project. That will give them time to collect more money that will assist when the money is paid out. If they had to pay it all out today, then obviously the fund balance would take a significant hit.

Mr. Tymesen confirmed that the 2014 overlay is going into Front Street. Council Edinger asked what would happen if the council not to allocate the overlay money when they did their budget for 2014. Mr. Gridley said that the council could do that tomorrow if they wanted. It is not etched in stone. The money would have to come from someplace else or the project would have to be adjusted in some manner.

Mr. Tymesen confirmed that the council would just be setting a public hearing for the budget amendment and not approving it at this time. He also confirmed that council needs to approve the budget amendment so that McEuen, Personal Field, and Bryan Field can move forward.

MOTION: Motion by Kennedy, seconded by Goodlander, to adopt Resolution 13-019.

DISCUSSION:

Councilman Edinger commented that if the city purchases Person Field, which is really the city's in the first place, all the money will be gone from the Parks Capital Improvement fund. Mr. Tymesen said that, yes, we are spending our savings in order to acquire Person Field, and the Parks Capital Improvement fund is being drained for the improvements to McEuen. The Cherry Hill 15th Street baseball will not be done at this time due to the dollars that are going into McEuen and with the acquisition of Person Field and Bryan Field.

Councilman Edinger said that he will be voting against this amendment and he believes that the city owns Person Field and that the \$750,000 purchase price is wrong. He thinks that too much money is being spent out of other funds to do McEuen.

Councilman Gookin asked if, when the city purchased the Cherry Hill property, was the budget amended to deal with that. Mr. Gridley said that they certainly amended it at one time at the end of the year. Councilman Gookin asked if checks were drawn before the end of the year to make a down payment. Mr. Gridley said that his recollection was that it was in the summer, and it was a much smaller amount. Councilman Gookin said that he is wondering if the only reason this budget amendment is coming forward is simply to put Person and Bryan in them, which is something that he supports, along with a lot of stuff that deals with McEuen, which is stuff that he doesn't support.

Councilman Kennedy said that during the last year he recalls more than one occasion when staff was requested to not do end of the year global amendments to the budget, and Councilman Gookin was one of the ones who requested it.

Councilman Kennedy said that he doesn't think the council can advocate like crazy that Mr. Tymesen figure out a way to spend money, and then when it comes time for him to allocate the money say that it is politically tough and you're not going to do it. Councilman Gookin said that he could see an amendment just to handle Person, but there are a lot of other things in the amendment that make it unpalatable. He appreciates the budget amendments, but thinks there is a little "carrot and a stick." He would love to have the amendment split up between Person Field and the rest of it.

MOTION: Motion by Goodlander to call for the previous question. Motion carried.

ROLL CALL: Adams, Yes; McEvers, Yes; Goodlander, Yes; Gookin, Yes; Kennedy, Yes; Edinger, No.

Motion carried.

QUARTERLY FINANCIAL UPDATE:

Mr. Tymesen presented financial review and said that the General Fund expenses are running right on track. He doesn't see any big challenges with the winter that would bust the budget. Revenue is tracking ahead of plan and the Building Department is back to levels that are very good. As of today they have received over \$432,000 in fee income, which is 75% of plan. The city receives large sums of money throughout the year on a quarterly basis and they feel that the revenue streams will be consistent to what they've done in the past. Mr. Tymesen sees no swings except for the better.

Mr. Tymesen noted that year over year during one of the worst recessions, the city was able to maintain its Fund Balance. The significant news is that the city is running at about 16% in the Fund Balance as compared to the total expenses in the General Fund. That is healthy. There are dollars dedicated in the Fund Balance that they are not anticipating paying out this year. The Fund Balance dedicated dollars will be going down as the city makes its acquisition of Person and Bryan Field, and will creep down to about 12% in the Fund Balance, which will be the lowest seen in a while.

Mr. Tymesen mentioned that last year, thanks to the department heads, expenses were less than anticipated in the amount of \$1 million. Also, revenues came in slightly ahead of where they anticipated. The Insurance Fund case is on appeal.

Mr. Tymesen reviewed the McEuen Park Construction Project source income. His concerns include the Parking Fund in that they have moved the Parking Fund dollars into the McEuen project. He noted that this will not be a good year for parking due to the construction, and they also need to acquire some equipment. The Parking contract will be coming forward in the very near future.

The Insurance Fund received a large sum of money, however if the appeal is not successful for the city, there will be no money in the Insurance Fund, which is a concern.

The Sanitation Fund has not raised rates in a number of years. The fund is going into the red and it needs to be brought back into the black. Work is being done and a proposal will come before the council in the very near future.

Mr. Tymesen commented that his goal is to share with council any large swings that are running off the financial plan.

Councilman McEvers asked if there was going to be revenue coming in for parking this summer. Mr. Tymesen said the city will still have its parking lots and anticipates bringing to council a modified rate for the area that they have created at Memorial Field. They have graded and done some work so that they have temporary construction parking. It will be busy on the weekends and they are working in partnership with the Downtown Association to see whether a shuttle can be used Memorial Day through Labor Day for downtown workers. The city is also proposing giving up the new lot to the south of City Hall for downtown parking.

Mr. Tymesen noted that the Finance Department is one of the finest teams he has had an opportunity to work with, and they oversee the budgets and accounts payable for fourteen departments and six enterprise funds. Mr. Tymesen said that he regrets the significant impact to the citizens of the City of Coeur d'Alene, and specifically the impact to his team in the Finance Department as the result of the U.S. v. Sheryl Carroll, the former payroll coordinator for the city. Mr. Tymesen explained how the irregular transactions were uncovered and that Ms. Carroll was terminated on July 24, 2013. He thanked all of the professionals who worked on the case, including the U.S. Attorney's Office, the Kootenai County Prosecuting Attorney, the U.S. Marshall Service, and Kootenai County Detective Ellis. Mr. Tymesen noted that this is the most serious crime he's ever been party to, and the situation has been a tremendous drain. He also explained that the embezzlement was done by a process using the Automated Clearing House, or wire transfer, which allowed Ms. Carroll to move money directly to her checking account. A vacation triggered an opportunity for staff to uncover the irregularities. Mr. Tymesen praised Vonnie Jensen for her work in uncovering the theft. As a result of this theft, the city has shut down all Automated Clearing House transactions except for payroll.

Some of the lessons learned include continuing to look for technology for help the Finance Department do the volume of work that they are charged to do. They are also working with the

Automated Clearing House people to set up debit transactions, which creates a great path to document.

Councilman Kennedy said that it is his understanding that the insurance company was also defrauded in this situation because they weren't getting the full premium, but they didn't know that because it was self-reported. He asked how the insurance company has handled that in terms of how we deal with them and is there any risk of them coming back to the City of Coeur d'Alene or are they taking responsibility. He also asked if there are any other liabilities potentially outstanding. Mr. Tymesen commented that the insurance company has been phenomenal and have reworked their procedures and set up a program of checks and balances so that when it deviates they get on the phone with their clients. They have worked out an extended agreement to continue their relationship. This event has actually changed the industry and how they work. Mr. Tymesen further noted that the banks are doing the same thing as well and there are new computer programs where the account number and routing number need to have some correlation to the name of the account.

Mr. Tymesen said that he has talked to at least a half dozen vice presidents at banks as to how these things can happen. The fall back would be that the city put two people in front of a computer screen every time that an Automated Clearing House transaction, however, they are pushing hundreds of those per month. Embezzlement occurs, unfortunately, and Mr. Tymesen said that he is extremely disappointed. They have changed their procedures and will be better.

Council Gookin said that the term "forensic audit" gets tossed out a lot. After discussing it with Troy, the real thing the city needs is risk management. A risk management assessment is where someone who is an expert would come in and examine policies and procedures to make sure this doesn't happen again. Mr. Tymesen suggested that he has pushed the finance department too far. They are not adequately staffed to handle the volume of transactions they are doing. They do not have anyone that is at all close to being a full time internal auditor. The department has seven people total, and has never been that "skinny" in personnel in probably 15 years.

Mr. Tymesen said the question has come up as to where is the money. This appears to be an individual who spent more money that she earned, but it wasn't spent on large, significant items. There was no sophistication in the use of the funds.

Mayor Bloem thank Troy for his presentation and said the public has been asking a lot of questions. She commented that Ms. Carroll's actions took a toll on a lot of people, including the citizens, and the sentencing wasn't a happy day.

Councilman Goodlander thanked Vonnie Jensen for her work. She noted that she has great confidence in the finance department and appreciates the clarification for the public.

AUDIT REPORT:

Toni Hackwith of Magnuson & McHugh presented the results of the city's audit for fiscal year ending September 30, 2012. She reviewed what a financial statement audit is and that it is required by Idaho State statutes. The primary purpose is to assure that the financial statements fairly state the financial position as of a certain date and that they conform to generally accepted accounting

principles, and that there is adequate presentation and adequate disclosures. They don't look at every transaction, but they look at the balance sheet. They also report on internal controls over financial report but don't issue an opinion on internal control systems.

In their report this year, they issued a significant deficiency due to the embezzlement, and Ms. Hackwith noted that procedures have been undertaken to take care of that deficiency.

Ms. Hackwith reviewed opportunities for strengthening internal controls, including vendor set up, passwords, journal entry approvals, and bank reconciliation approvals. She also reviewed the financial highlights from the last year, including the \$3.5 million liability that was recorded in the Insurance Fund. Even with a \$2 million transfer to the Insurance Fund, the city was able to maintain a fairly consistent unassigned fund balance. Embezzlement funds in the amount of \$69,000 were recorded in the current year's statements, and other years were taken out of prior year Fund Balances.

Ms. Hackwith reviewed a graph of a five year comparison of General Fund revenues and expenditures, and unassigned fund balance trends. She explained why a Fund Balance is important as the city's revenue stream is not consistent month to month, and it also helps to ensure future financial stability, and provide prudent resources to meet unexpected emergencies, and protect the city from unnecessary borrowing.

Ms. Hackwith also reviewed the Water Fund Operating Revenues and Expenses and demonstrated that for the last five years revenues have less than expenses for both funds.

Councilman Adams asked if the water fund has a surplus, how could expenditures exceed revenues. Ms. Hackwith said that for the Water Fund this last year the operating revenue was \$4 million and the operating expenses were \$5 million. That isn't taking into account CAP fees or capital contributions. The Wastewater and Water funds do not have a fund balance – they have net assets. They are managed, operated, and reported on a full accrual basis of accounting.

WASTEWATER PERMIT COMPLIANCE OPTIONS:

Mr. Gridley said that in 1998 the city began planning and working with the State of Washington and the Department of Environment Quality regarding water quality in the Spokane River. The city has a permit to put treated effluent into the Spokane River. It does affect the water quality in Idaho but also the State of Washington. The State of Washington has set water quality standards that the city must meet. Since that time, the city has been planning, designing, and working with regulators from the Environmental Protection Agency, the State of Idaho Department of Environmental Quality, and the State of Washington Department of Ecology about water quality in the Spokane River and how our treatment plant affects them. As we grow as a community, there is more demand on our system and more demand for putting treated effluent into the river and that impacts water quality. Since 2004, the city has been operating on an expired permit that has basically been renewed administratively. The council has approved expansion of the treatment plant to meet the requirements. A lot of money has been spent, including on pilot projects. In November of 2012 the city received a draft permit from the EPA and the regulatory authorities telling them what their limits would be. This was the first time the city had an opportunity finalize the planning and design

for the treatment plant that would comply with a negotiated compliance schedule that would meet the compliance standards. The council voted unanimously to support going forward with a judicial confirmation for what was finally determined to be the project that would be needed to comply with federal requirements. The judicial confirmation is done in situations for ordinary and necessary expenses of a municipality. One of the things they do on an ordinary basis is provide wastewater treatment and clean water. The necessity comes about because the city has to meet these permits, and it has to meet the permit compliance schedule or run the risk of being fined up to a million dollars a month for not being in compliance. The city went forward with a judicial confirmation based on the law and the facts in this case. The opinion of legal staff including outside counsel was this fit perfectly with a judicial confirmation procedure. The council approved it unanimously and it was taken to Judge Luster, after giving the appropriate notices, having public hearings, and notifying the newspaper. There was one person that objected – Councilman Adams, in court. The net result of that is that even though they believe that based upon the law and facts that Judge Luster will approve the confirmation, because of the opposition by Councilman Adams and then his statement that he will appeal if it is confirmed, they are a year down the road. Regardless of whether the appeal has any merit, it will proceed through the full Idaho Supreme Court process.

The dilemma is the city has a compliance schedule and the clock is starting to run. They have negotiated with people in good faith to meet it and run the risk of being fined if it is not met. Mr. Gridley suggested two things that can be done to address the issue. One is to go to a vote of the people. The city didn't do it to begin with because they thought it fit so squarely with the judicial confirmation process and thought it would be a waste of money and a waste of time. Because of the opposition, the city is going to be delayed if it doesn't move forward. No matter what Judge Luster does, if there is opposition, the city has to notify the county by April 5th that they want to have an election. The election would be the third Tuesday in May (May 21st). Because of the compliance schedule, they feel like they should do it now if they are going to do it. The other part is there is a DEQ funding mechanism where they have money that they can loan at a very low rate that the city can qualify for but they need to get into that program the first part of May.

The other option would be that the city forego the election and just raise everybody's rates by about 23.5 percent a year for the next five years.

Mr. Gridley said that they are asking for the council to direct staff to start the preparations for a public vote, including drafting the ballot, so they could come back to the April 2nd council meeting with the ballot language and with a proposal to go forward with an election that would authorize the issuance of bonds.

Mr. Fredrickson noted that the city council has already previously authorized the order of approximately \$1.5 million in membranes for installation in the first phase of the project. Those membranes are slated for delivery this fall and if they are not installed within one year after delivery, the seven year warranty for those membranes will be null and void. As part of the compliance schedule, they have to, within one year after the permit is issued, furnish a very detailed engineering report. They are going to have to continually ask their engineering staff to update the cost estimates for the projects. As the economy is slowly rebounding, so are construction costs going up. Because of the creep and escalation of the construction costs, Mr. Fredrickson thinks that the cost estimate for the election was very conservatively high, but includes all incidentals. They

cannot campaign for the election but can certainly furnish fact sheets. They will also have a need for bond counsel and ongoing engineering needs as well.

Councilman Goodlander asked what would happen if the vote wasn't the 50% plus one as required for approval. Mr. Fredrickson said that in that event the city would need to go through the appeal process on the confirmation, assuming that Judge Luster's decision was in the affirmative. Mr. Gridley said that the other option would be to do the rate increase to fund it now, or to have another election in November.

Councilman Kennedy commented that this is disheartening to contemplate. Mr. Fredrickson discussed what would possibly happen if the city didn't do anything and noted that it would be a \$37,500 per day fine. If the city misses the first milestone, his guess is that the DEQ, who wrote the schedule of compliance, would issue a moratorium on sewer connections. At the same time, in all likelihood the EPA would probably approach a federal judge to issue a compliance order. Mr. Fredrickson explained that the permit cycles are five years and the city was able to persuade DEQ that a ten year compliance schedule was reasonable. The Sierra Club and the State of Washington do not agree and have filed a lawsuit. If the EPA goes to a federal judge, he would be very surprised if a federal judge would go beyond a permit schedule on a compliance order. Mr. Fredrickson said that definitely the EPA would go for administrative fines, but beyond that he doesn't know.

Councilman Adams said that the city has been operating off of an expired permit for almost nine years now and it is his opinion that the threat of fines and a moratorium is speculative and there is no experience. Mr. Fredrickson responded that he has 40 years of experience and he has seen it. Councilman Adams responded that the Constitution of the State of Idaho requires that the city go to a vote.

MOTION: Motion by Councilman Adams that the City go to the voters as the Constitution says we should, and ask them to approve a vote for a bond to upgrade our sewage treatment facilities.

Mr. Gridley said that the motion would be more appropriate if it directed staff to draft the necessary ballot language and bring it to the next council meeting for their approval to send to the county for the May 21st election.

Mr. Tymesen said that if it is approved in early May or June, the city is probably still in line for the DEQ funding. The later it goes, the less likely those dollars will be available. Mr. Fredrickson said they have not had a formal grant offer yet, but their indications were that as long as they are moving expeditiously to get authority, they will probably hold the funds. After July 1st, he wouldn't count on it.

Councilman Gookin seconded the motion.

Councilman Adams asked if he is still considered an adverse party. Mayor Bloem said that this matter was not being discussed in executive session.

Mr. Gridley said that if Judge Luster approves the judicial confirmation, there would be up to 42 days from that time to appeal, which blows any chance to do an election. If Judge Luster rejects the petition, he said he would do it within 30 days, so Mr. Gridley believes that would still be before the April 5th time period.

Councilman McEvers said that he wants to vote no because its bull, but he feels like he has to vote yes because if not, we all come tumbling down. He feels torn between voting yes for something he doesn't think is the right thing.

AMENDED MOTION: Motion by Adams, seconded by Gookin, to amend the motion that council direct staff to draft the necessary ballot language and bring it to the next council meeting for their approval to send to the county for the May 21st election.

DISCUSSION:

Councilman Edinger asked if the city doesn't follow the agreement that they have, could DEQ withhold money or not give them money for some other project. Mr. Fredrickson said it is not a written contractual agreement but is an agreement in principal, so he doesn't know. Mr. Gridley said it is their experience that you don't want to thumb your nose at state or federal regulators.

Councilman Gookin said that he thinks that the city needs to get the gears set up and prepare for something that may or may not happen. Based on what happens in the future the city can follow through or not, but it has to be defensive and get everything in order. He really thinks that we will find support in the community if we have to go to a vote.

Councilman Goodlander called for the question. Motion carried.

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

Motion carried.

EXECUTIVE SESSION: Motion by Kennedy, seconded by Goodlander, to enter into Executive Session as provided by Idaho Code 67-2345 SUBSECTION C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property, which is not owned by a public agency; and SUBSECTION F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

DISCUSSION:

Councilman Adams said that this motion means the clerk will have to hang around while council is in Executive Session. Councilman Gookin wanted to make sure that the council announcements will be televised. Councilman Kennedy said that it seems like there are a lot of things being done for theatrics lately and it is very frustrating.

ROLL CALL: McEvers, Yes; Goodlander, Yes; Gookin, Yes; Kennedy, Yes; Edinger, Yes; Adams, No.

Motion carried.

The Council entered into Executive Session at 9:52 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of labor negotiations, and pending litigation or controversies not yet being litigated but imminently likely to be litigated. No action was taken and the Council returned to regular session at 10:19 p.m.

RESOLUTION NO. 13-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A MEMORANDUM OF UNDERSTANDING, WITH THE POLICE DEPARTMENT LIEUTENANTS.

MOTION: Motion by Goodlander, seconded by Kennedy, to adopt Resolution 13-020.

ROLL CALL: Goodlander, Yes; Gookin, Yes; Kennedy, Yes; Edinger, Yes; Adams, Yes; McEvers, Yes;

Motion carried.

COUNCIL ANNOUNCEMENTS:

Councilman Gookin said there has been a lot of concern expressed about the Freedom Tree. He thinks that before it comes down there needs to be some kind of a decommissioning ceremony so that we can honor the tree and local groups who have expressed concern. Councilman Kennedy said that an event has been planned.

Councilman Adams said that his ethics complaint against Mr. Gridley was received by the Idaho Bar Association this morning at 7:53 a.m. Boise time. He also noted that a week ago Saturday he received a supplemental memorandum in support of the petition for judicial confirmation, and a supplemental affidavit of David Clark in support of the judicial confirmation. Councilman Adams has submitted an Amicus brief to the court in response to those two supplementals.

Councilman Adams then read a statement regarding various emails and memorandums that he sent to Mr. Gridley and Mr. Ingalls that were not responded to, and recited sections of the Idaho Constitution and Idaho statutes. He stated that the mayor and council do not have the authority to exclude him from any discussions regarding the judicial confirmation because it is not substantiated. He believes that Mr. Gridley is using a logical fallacy that would fall into the category of "begging the question" or circular reasoning. He further said that Mr. Gridley is not the ultimate authority on this and the only reason he is allowed to get away with it is because a majority of the body is allowing him to. Judicial confirmation is merely judicial confirmation of a legislative act.

Councilman Adams said that on March 15th he received an email from Mr. Gridley which stated in essence that Mr. Gridley would not answer his questions.

MOTION: Motion by Adams that council direct Mr. Gridley to provide each city council member on or before Friday, March 22nd, a full written response to Councilman Adam's four questions set forth in his memo to Mr. Gridley.

Motion died for lack of a second.

Mr. Gridley said that when you take a position in court and respond to the judge that "I oppose the other side," you are adverse. He also said that as far as the other allegations go, he would not answer Councilman Adams' questions individually because he doesn't trust him and Councilman Adams has accused Mr. Gridley of bullying him. Mr. Gridley said that he would be happy to discuss these matters with the full council present, but will not have individual conversations with Councilman Adams.

ADMINISTRATOR'S REPORT:

City Administrator Wendy Gabriel stated that she was reluctant to stand up while Mr. Beckford was making his public comments, but wanted to provide council with the rest of the story. Ms. Gabriel has been very cautious about engaging Mr. Beckford in the McEuen project as she doesn't know him at all and has never seen him at any public hearings on McEuen. She noted that "out of the blue" Mr. Beckford sent her an email that he wanted to be involved. His email was copied to Tom Hasslinger of the Coeur d'Alene Press, and Councilman Gookin, which was a red flag. Why involve the Coeur d'Alene Press and copy a council member who has voted no on every matter pertaining to the park? Ms. Gabriel said that Mr. Beckford then emailed her and said he has grave concerns, but he doesn't know about the project – another red flag. In a phone call with Mr. Beckford last week, Mr. Beckford said, "I have total mistrust for what these engineers have done." He wanted to quiz the engineers, look them in the eye, and he would know if they are lying. That mindset concerns Ms. Gabriel. The engineers are not working on companies with 45,000 employees and 20,000 engineers, which Mr. Beckford said was his experience. The engineers and designers work for and own their own small businesses. They live here, work here, play here. They own this project. They have been working on this project for years, and even the contractor owns this project and if it doesn't go well they stand to lose so much more than dollars. Ms. Gabriel said that if the council would like a third party to review the process, they should propose someone. She suggested that someone with preconceived notions would not be a good fit, and further stated that unless the majority of the council advises her otherwise, she will not be engaging Mr. Beckford.

ADJOURNMENT: Motion by Kennedy, seconded by McEvers, that there being no further business, this meeting be adjourned.

MOTION RESCINDED.

MOTION: Motion by Kennedy, seconded by McEvers, that there being no further business, this meeting is recessed to March 28th, at 12:00 noon for a Joint Meeting with the Lake City Development Corporation in the Library Community Room.

The meeting recessed at 10:35 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy Ferguson, Deputy City Clerk

RESOLUTION NO. 13-021

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 ACCEPTING A QUITCLAIM DEED FROM THE IDAHO TRANSPORTATION DEPARTMENT FOR A 24 FOOT WIDE AND 30 FOOT LONG PIECE OF PROPERTY TO ALLOW ACCESS TO FERNAN LAKE NATURAL AREA; APPROVING AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR AUTOMATED RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY CONSORTIUM (ARREST) FOR SHARING LAW ENFORCEMENT INFORMATION; APPROVING A MEMORANDUM OF UNDERSTANDING WITH KOOTENAI COUNTY FOR THE FIRESMART PROJECT MAINTENANCE INSPECTIONS; APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE PANHANDLE PARKS FOUNDATION FOR NAMING OPPORTUNITIES IN THE COEUR D'ALENE PARKS; AND AWARD OF BID AND APPROVING A CONTRACT WITH MDM CONSTRUCTION, INC. FOR THE 2013 OPEN TRENCH PROJECT.

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

- A) Accepting a Quitclaim Deed from the Idaho Transportation Department for a 24 foot wide and 30 foot long piece of property to allow access to Fernan Lake Natural area;
- B) Approving an Intergovernmental Memorandum of Understanding for Automated Records Retrieval and Electronic Sharing Technology Consortium (ARREST) for sharing Law Enforcement Information;
- C) Approving a Memorandum of Understanding with Kootenai County for the FireSmart Project Maintenance Inspections;
- D) Approving a Memorandum of Understanding with the Panhandle Parks Foundation for Naming Opportunities in the Coeur d'Alene Parks;
- E) Award of BID and Approving a Contract with MDM Construction, Inc. for the 2013 Open Trench Project;

AND;

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

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

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

DATED this 2nd day of April, 2013.

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 _____.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: March 25, 2013

From: Doug Eastwood, Parks Director

RE: QUITCLAIM DEED FOR ACCESS TO FERNAN LAKE NATURAL AREA

Decision Point: Accept quitclaim deed to Idaho Transportation Department for a 24 foot wide and 30 foot long land as per attached quitclaim deed.

History: The city has been accessing this land for several years and has a previous quitclaim deed dated January 31, 2008. A sub-division was also proposed to cross this same portion of land. This quitclaim clears up the language and use for the purpose of the city crossing state land for public access to a trail head into the Fernan Lake Natural Area.

Financial Analysis: There is no cost to the city by accepting the quitclaim deed. The CDA Water Department is using the access route and has been using it for many years to access their pump station.

Performance Analysis: The city was gifted 47 acres of natural area in 2010 and soon after that purchased an additional seven acres of land immediately adjacent to said property. The purpose of acquiring the land is to create public access and off-street parking so people can hike the area referenced as the Fernan Lake Natural Area.

Decision Point: Accept attached quitclaim deed allowing public access across state owned land.

After recording return to
Right of Way
Idaho Transportation Department
PO Box 7129
Boise ID 83707-1129

(Space Above For Recorder's Use)

Project No. IR-ID-I-90-1(138)14
Key No. 2601
Parcel No. 8.2
Parcel ID No. 0045584

QUITCLAIM DEED

THIS INDENTURE, Made this 10 day of September, 2012, between the STATE OF IDAHO, IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT, hereinafter "Grantor", and the CITY OF COEUR D'ALENE, a Body Politic and Corporate of the State of Idaho, 710 East Mullan Avenue, Coeur d'Alene, Idaho 38814, "Grantee".

WITNESSETH: That the Grantor, for value received, does by these presents remise, release, convey and forever QUITCLAIM all right, title and interest which Grantor now has or may hereafter acquire, unto the Grantee, the following described tract of land situated in the County of Kootenai, State of Idaho, to-wit:

See Exhibit "A" attached hereto and by this reference
made a part hereof (Hereafter "Property").

Subject to the Quitclaim Deed signed January 31, 2008 and recorded February 6, 2008 as Instrument No. 2143538000.

Provided However, that this conveyance is made and accepted upon the express condition, and in compliance with IC 58-335A, that said Grantee and its successors shall use said land for only a public purpose, that purpose being ingress and egress for vehicle and pedestrian access across said "Property" via a highway ("Road") approximately 24 feet wide and 30 feet long, as constructed by the City of Coeur D'Alene, to allow public access to a trailhead. Said "Road" shall be used for the public to access the Fernan Lake Natural Area, then and in the case that public use shall have terminated, the whole of the estate above granted and conveyed and any and all improvements thereon shall immediately revert to

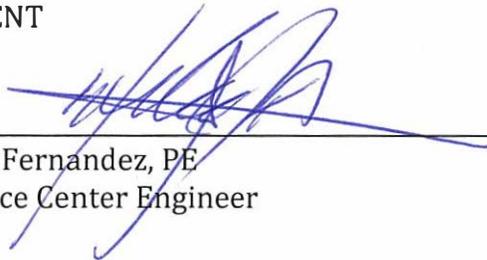
Page 1 of 3
RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT - I.C. 67-2301

and become the property of the Grantor, its successors or assigns forever, and the said Grantor hereby expressly reserves to itself and its successors or assigns to enter upon said land and premises and to take absolute possession thereof and any and all improvements thereon, for and upon the breach of the aforesaid condition.

TO HAVE AND TO HOLD, all and singular the said "Property", together with the appurtenances, unto Grantee, and to Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, The IDAHO TRANSPORTATION DEPARTMENT has hereunto executed these presents on the 10 day of September 2012.

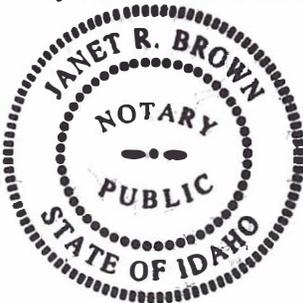
THE STATE OF IDAHO, IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT

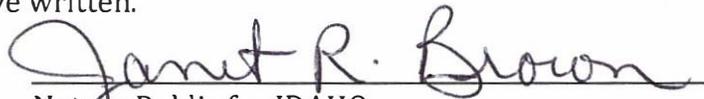
BY: 
Nestor Fernandez, PE
Resource Center Engineer

STATE OF IDAHO)
) ss.
County of Ada)

On this 10 day of September 2012, before me the undersigned, a Notary Public in and for said State, personally appeared **NESTOR FERNANDEZ**, known to me to be the **RESOURCE CENTER ENGINEER** for the State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, and acknowledged to me that he executed the same as such RESOURCE CENTER ENGINEER for the State of Idaho.

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




Notary Public for IDAHO
Residing in BOISE
My commission expires 3/6/2018

IN WITNESS WHEREOF, the CITY OF COEUR D'ALENE, a Body Politic and Corporate of the State of Idaho, has accepted this Quitclaim Deed hereunto executed on the ____ day of _____, 2012.

Sandi Bloem, Mayor
City of Coeur d'Alene

Attest: _____
Secretary/Clerk

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2012, before me, the undersigned, personally appeared Sandi Bloem known or identified to me to be the MAYOR of the City of Coeur d'Alene, that executed the said instrument, and acknowledged to me that such City of Coeur d'Alene executed the same.

Notary Public for _____
Residing at _____
My commission expires _____

NOTARY

EXHIBIT A

Parking Area

Property Line

APPROACH

24'

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: March 8, 2013

FROM: Steve Childers, Patrol Captain

SUBJECT: Intergovernmental Agreement for Automated Records Retrieval and Electronic Sharing Technology (A.R.R.E.S.T.)

Decision Point:

Should the City Council approve the agreement to permit the Coeur d'Alene Police Department participate in a multi-agency information sharing program with the County of San Mateo Sheriff's Office or West Bay Information Sharing System ("WBISS").

History:

Currently, the Coeur d'Alene Police Department is a participating agency in a multi-agency/state information sharing program called A.R.R.E.S.T., or Automated Records Retrieval and Electronic Sharing Technology. As a participating agency we have agreed to share specific information, housed within our records management system, with other participating agencies. The allowed information is extracted to a common program named CopLink. All participating agencies in A.R.R.E.S.T. have signed similar agreements as the one attached to this document. Members of A.R.R.E.S.T. have access to CopLink, therefore allowing them access to the shared information on individuals. As you can see by the agreement, there is another similar information sharing program with the San Mateo Sheriff's Office. Each separate site is considered a Node. We are currently sharing information with four other Nodes. The purpose of the agreement is to allow information sharing to take place between each Node and will be managed by a Node administrator.

Financial Impact:

There is no additional cost for adding the County of San Mateo Sheriff's Office CopLink information to the ARREST data base.

Decision Point:

Staff recommends the City Council adopt a resolution authorizing the Police Department to enter into an agreement with the County of San Mateo Sheriff's Office /West Bay Information Sharing System ("WBISS"), to share police information among all the participating agencies.

MEMORANDUM OF UNDERSTANDING

Between

THE COUNTY OF SAN MATEO SHERIFF'S OFFICE

And

**Automated Records Retrieval and Electronic Sharing Technology Consortium
(ARREST):**

City of Spokane, WA Spokane Police Department
City of Airway Heights WA Police Department
City of Cheney WA Police Department
City of Coeur d'Alene ID Police Department
Kootenai County ID Sheriff Department
City of Liberty Lake WA Police Department
Bonner County ID Sheriff Office
Spokane County WA Sheriff Office

FOR SHARING LAW ENFORCEMENT INFORMATION

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this _____ day of _____, 2013, by and between the **San Mateo County Sheriff's Office** and **the ARREST Consortium**.

I. OVERVIEW

- a. **Background:** The Automated Records Retrieval and Electronic Sharing Technology Consortium ("ARREST") is a consortium of Inland Northwest Law Enforcement agencies organized to share law enforcement information using a COPLINK Solution Suite ("COPLINK ARREST"). ARREST participants have entered into a Memorandum of Understanding (MOU), a copy of which is attached as EXHIBIT A hereto and incorporated herein. ARREST members are empowered to maintain law enforcement agencies and participate in information-sharing agreements. ARREST members are Law Enforcement Agencies of the State of Washington or Law Enforcement Agencies of the State of Idaho, and this Agreement has been approved by the respective City Council, County Board of Supervisors or other Governing Body of each ARREST member.

The West Bay Information Sharing System ("WBISS") is a group of law enforcement agencies in San Mateo and San Francisco Counties created in December 2009. WBISS was created to develop and implement a justice information-sharing system that would allow law enforcement agencies throughout San Mateo and San Francisco Counties to share information in their case and records management systems. Subsequently, law enforcement agencies from within Napa, Sonoma and Marin counties have joined the group. The San Mateo County Sheriff's Office ("SMSO") is the lead agency for WBISS

Agencies that are members of WBISS are collectively known as ‘WBISS Member Agencies’ or individually as a ‘WBISS Member Agency.’ The information system WBISS Member Agencies share is referred to as the WBISS Coplink Node.

ARREST also controls a case record and management system that contains information related to law enforcement activities. That system either does now, or may in the future, contain information from other law enforcement agencies’ systems. That information system, whether shared or individual, is referred to as ARREST Coplink Node.

The ARREST and County of San Mateo (collectively ‘Parties’ and individually ‘Party’) seek to protect the total community by efficiently and effectively sharing accessible, accurate Information within their control for the speedy investigation and apprehension of terrorists and other law violators. Information will be shared through a COPLINK Solution Suite (‘COPLINK’) currently maintained by i2 Inc., an IBM Company (‘I2/IBM’ or ‘Contractor’), an Arizona Corporation.

Parties realize the mutual benefits to be gained by sharing Information, now seek to share the Information in COPLINK ARREST and COPLINK WBISS. The specific technological means for securely connecting both COPLINK Nodes will be approved by both ARREST and the County of San Mateo.

The purpose of this Agreement (‘Agreement’) is to outline conditions under which the WBISS Agencies and ARREST (to include those other approved Agencies that may join the WBISS Node or the ARREST Node), will share and use Information, and to detail various indemnifications among the County of San Mateo, ARREST and KCC.

II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Party authorizes the release of Information residing in COPLINK to the other agency (as well as any other agencies that share information contained within each node, to the extent permitted by law. To the extent that the County of San Mateo or Agency Name does not want certain Information made available to the other agency(s), it is responsible for ensuring that the Information is not included in the data transfer to COPLINK. To the extent that either the County of San Mateo or ARREST wants certain data to be made available only to a select group of users, they are responsible for placing the appropriate restriction indicator on COPLINK.
- b. Limitation on Information Sharing: Information contributed shall be shared with or released to only the County of San Mateo, ARREST, and those other agencies that also share information contained within each agencies’ node. Only authorized employees who have an approved login and password issued

by either the County of San Mateo or ARREST ("Authorized Users") will be allowed to access or use information in COPLINK.

- c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of its own negligent acts, errors, omissions or willful misconduct related to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.

The County of San Mateo is not responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of ARREST Member Agencies', WBISS Member Agencies' or any other information sharing agencies' negligent acts, errors, omissions or willful misconduct related to this Agreement, including the use or alleged or actual misuse of COPLINK by that agency, its officers, agents or employees.

- d. Indemnification:

The County of San Mateo shall defend, indemnify and hold ARREST harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County of San Mateo, its officers, employees, or agents.

ARREST shall defend, indemnify and hold the County of San Mateo harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County of San Mateo, its officers, employees, or agents.

Notwithstanding the foregoing, nothing herein shall be construed to require the County of San Mateo or ARREST to indemnify any other person or entity from any Claim arising from the sole negligence or willful misconduct of another person or entity. Nothing in this indemnity shall be construed as authorizing any award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of

whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of this section, II d, shall survive the expiration or termination of this Agreement.

III. INFORMATION OWNERSHIP

- a. Ownership: Each Party retains control of all information it provides to COPLINK. The County of San Mateo and ARREST are responsible for creating, updating, and deleting records in their own records management system or database, according to their own policies. Each Party shall use reasonable efforts to insure the completeness and accuracy of its source data. However both the County of San Mateo and ARREST understand that the each Node contains information entered and created by other agencies, with respect to which the County of San Mateo and ARREST have no control.
- b. Release of Information: ARREST, County of San Mateo and their employees who are authorized users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information.
- c. Unauthorized Requests: If ARREST or County of San Mateo receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that request shall be referred to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: If the County of San Mateo or ARREST receive a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by it, it shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the law enforcement agency that authored or originated the requested information. However, it will not be required to initiate legal processes to resist the Legal Request.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Each Party agrees that the data maintained in COPLINK consists of information assumed to be accurate. Each will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). Further, it is understood that the WBISS Node does contain information from other law enforcement agencies not within the control of the County of San Mateo. It shall be the responsibility of the person or entity requesting or using the data to confirm the accuracy of

the information with the agency that authored or originated the information before taking any enforcement-related action.

- b. Timeliness of Information: Each Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Party and each other WBISS Member Agency has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Each Party recognize that information may not always be timely and relevant. It shall be the responsibility of Each Party or other entity using COPLINK to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to assist a user to determine the potential timeliness of data in COPLINK.
- c. Limitation of Liability : Notwithstanding anything in this Agreement to the contrary, a Source Agency shall not be liable to the County of San Mateo or ARREST (or any other individual or entity accessing information)for information from the Source Agency that may be inaccurate or out-of-date.

V. USER ACCESS

- a. Login Application Process: Each Party's System Administrator is responsible for management of user accounts assigned by that Party. Each Party agrees that all Authorized Users shall be limited to current employees of the Party or WBISS Member Agencies who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.
- b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.
- c. Users Informed Regarding Agreement: The Agency System Administrator must insure that all Authorized Users are informed of the terms and conditions of this Agreement when they are issued a login ID for the system.
- d. Intended Use: Each Authorized User will be required to agree that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users will be required to agree not use or share the information for any unethical, illegal, or criminal purpose.

- e. Limitations on Use of Logins: An Authorized User shall be required to agree not to access COPLINK by using a name or password that was assigned to another user. An Authorized User shall be required to agree not to give his or her password to another person, including another user, to access the system.
- f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time.
- g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

- a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK. Otherwise, the information shall be kept confidential.
- b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK shall be required to agree not to release that information, but may refer the requestor to the Source Agency.
- c. Removal or Editing of Records: Each Party shall determine a schedule for record deletion and other edits with respect to information for which they are the Source Agency.

VII. SYSTEM ACCESS

- a. Network Access: Access to COPLINK will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Parties.

- b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. GENERAL TERMS

- a. Term: This Agreement will commence on the date that it is executed by all the Parties. It will terminate only as allowed by Section IX.
- b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties.
- d. Supplemental Policies: Each Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- e. Sanctions for Non-Compliance: If a Party violates the guidelines of this Agreement, it may be disconnected from the COPLINK System. The offending Party will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Party.
- f. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in California and shall be governed by California law.

- g. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IX. TERMINATION

Either ARREST or County of San Mateo may terminate this Agreement without a requirement of good cause upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

X. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by the Governing Authority of its Party to execute this Agreement and legally bind its Party to the terms herein.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

ARREST Consortium

By: Jeff Tower Date: 10/12/12
Jeff Tower
ARREST Governance Board Chair
Spokane County Sheriff Office, WA, Undersheriff

WEST BAY INFORMATION SHARING SYSTEM

By: _____
Sheriff Greg Munks
Sheriff of San Mateo County
Date: _____

Attachment A

ARREST

(Automated Records Retrieval and Electronic Sharing Technology) consortium

MEMORANDUM OF UNDERSTANDING
BETWEEN

Airway Heights Police Department
Cheney Police Department
Coeur d' Alene Police Department
Kootenai County Sheriff Office
Liberty Lake Police Department
Spokane County Sheriff Office
Medical Lake Police Department
Spokane Police Department

To Form Consortium For Sharing Law Enforcement Information

This Memorandum of Understanding for Sharing Law Enforcement Information, (hereinafter called "MOU"), is made and entered into this ____ day of _____, 2007 (the "Effective Date"), by and between the following law enforcement agencies: Cheney Police Department; Medical Lake Police Department; Airway Heights Police Department; Spokane County Sheriff Office; Spokane Police Department; Liberty Lake Police Department; Post Falls Police Department; Coeur d' Alene Police Department; Kootenai County Sheriff Office.

The law enforcement agencies above are interchangeably referred to in this MOU as "AGENCIES" or as "ARREST Consortium" and individually as "AGENCY."

RECITALS

WHEREAS, the above listed AGENCIES desire to share law enforcement information held by each AGENCY under the conditions set forth in this MOU in order to improve their responses to community crime and enhance overall investigative capacity; and

WHEREAS, the AGENCIES desire to facilitate the sharing of law enforcement information using a commercially available system through which each AGENCY will allow access to their law enforcement information and be allowed access to the other AGENCIES' law enforcement information; and

WHEREAS, the Chiefs and Sheriffs of the above listed AGENCIES endorse, agree and support a proposed project to share law enforcement information among the AGENCIES; and

WHEREAS, the Spokane Police Department has agreed to provide funding for the initial connection to the central node for each of the participating AGENCIES, and all first year maintenance costs to Knowledge Computing;

THEREFORE, the AGENCIES hereby agree to the following:

AGREEMENT

IT IS HEREBY AGREED, by and between the AGENCIES as follows:

0.0 Definitions:

- 0.1 **ARREST: Automated Records Retrieval and Electronic Sharing Technology** consortium (Consortium name). A consortium of Law Enforcement Agencies as listed above who desire to share law enforcement information among themselves and with any new entities that seek to join the consortium.
- 0.2 **COPLINK**: Shall refer to and mean the CONNECT, DETECT, VISUALIZER, AND AGENT application modules and any other application modules licensed to the Spokane Police Department by Knowledge Computing Corporation as part of the COPLINK system.
- 0.3 **COPLINK Node**: shall refer to a complete COPLINK system that will be housed at the Spokane Police Department, that receives law enforcement information from all of the AGENCIES and makes it available to authorized users.
- 0.4 **Knowledge Computing Corporation**: An Arizona corporation with its principal place of business at 6601 East Grant Road, Suite 201, Tucson, Arizona 85715, and the owner and developer of COPLINK.
- 0.5 **Data Repository**: Shall refer to the web servers, database servers, and backend databases maintained by the Spokane Police Department to facilitate the sharing of law enforcement information between the AGENCIES and other law enforcement agencies that may enter into subsequent agreements with the AGENCIES.
- 0.6 **Associate Members**: Associate members shall be defined as non voting agencies that share a common records management system with one or more of the member agencies, contribute data to said system, but do not hold or support that data. Associate members shall participate only upon approval of governance board, and will be listed in a separate document as an addendum to this MOU. Because associate members contribute data to the records management system, and from time to time may need the services of the COPLINK system, they will be allowed to go to one of the members which they share a records management system for permission to use the COPLINK system. The member agency, which sponsors the associate agency, will be responsible for paying the associate agency's annual maintenance fees.
- 0.7 **Full Voting Members**: Full voting members are those AGENCIES that sponsor, maintain and are financially responsible for cost of maintaining records management system to be integrated into COPLINK system. The heads of those agencies make up the governing board (see 4.1).
- 0.8 **Peace Officer**: Peace officer means a general authority commissioned law enforcement officer as defined by RCW 10.93 and commissioned peace officer as defined in Idaho Code.
- 0.9 **Field Contact Data**: Non-verified or anonymous information or reports of criminal activity or association.

1.0 Effective Date and Term of MOU, Additional Members

- 1.1 **Effective Date**: The effective date of the MOU shall be the date first written above. As among the original AGENCIES, this MOU shall become effective when the duly authorized representatives of each AGENCY have all signed it. For AGENCIES who subsequently join, this MOU shall become effective for those agencies when they have agreed to the terms of this MOU, completed

and signed onto this MOU by the joining party's duly authorized representative and countersigned by the representatives of the consortium authorized to do so under ARREST Governance procedures.

- 1.2 **Term:** The term of this MOU shall commence upon the Effective Date, and shall continue until any AGENCY provides (30) days prior written notice to the other AGENCIES of its intent to terminate the other AGENCIES' access to its records (law enforcement information). This agreement shall remain in effect for the remaining AGENCIES.
- 1.3 **Modifications:** This MOU may be modified upon the mutual written consent of the duly authorized representatives of all AGENCIES. However, the AGENCIES may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution does not conflict with the spirit, intent, or provisions of this MOU.
- 1.4 **Additional ARREST Member Agencies:** From time to time, additional AGENCIES may wish to join the ARREST consortium in order to share their data and enjoy the benefits of the ARREST system. Prior to being included in the ARREST system, new Agencies must agree to the terms of this MOU and any subsequent rules or agreements promulgated by the Consortium.

2.0 Agreement to form Consortium

- 2.1 **Purpose:** The AGENCIES hereby agree to form a consortium for the purpose of sharing law enforcement information among themselves, and with such other entities as may be designated from time to time by a majority vote of the AGENCIES.
- 2.2 **Name:** The Consortium shall be known as the *Automated Records Retrieval and Electronic Sharing Technology consortium* (ARREST).
- 2.3 **Fiscal Agent:** The AGENCIES agree that the Spokane Police Department shall be the fiscal agent for the Consortium.

3.0 Contributions

- 3.1 **Financial Support:** Each of the AGENCIES will contribute a share of any required financial support (maintenance costs) to continue the operation of ARREST. The individual AGENCY share shall be determined using a flat fee per full-time commissioned peace officer personnel authorized to each AGENCY. As an example, if Agency "A" is authorized 20 commissioned peace officers then the contribution from Agency "A" will be 20 times \$\$.\$\$ (fee determined by governance board). Maintenance costs are to be defined as fees incurred to purchase ongoing maintenance and support services from Knowledge Computing for COPLINK and Data Repository, and fees to sustain COPLINK Node, as agreed upon by the ARREST Consortium Board.
- 3.2 **Department Staff:** Each AGENCY shall appoint one member who will act as the ARREST Consortium liaison.

4.0 Governance

- 4.1 **Authority:** ARREST is established by this Memorandum of Understanding (MOU), signed by participating agencies in accordance with federal, state, and local laws governing law enforcement information and information systems.
- 4.2 **Representation/Decision Making:** The head of each agency, or their designee, shall represent that agency as the voting member of the ARREST Consortium. The ARREST consortium shall have authority to resolve disputes arising under this MOU.

- 4.3 **The ARREST Consortium shall elect, by a majority vote, a chair and a vice chair,** each for a period of twelve months.
- 4.4 **Duties:** The ARREST Consortium shall approve the creation, change and rescission of security directives and other applicable policies, as needed to ensure the system protects the confidentiality of information in compliance with state and federal laws and the provisions to the MOU. (See separate Security Directives Policy).

5.0 Data Access and Security Requirements

- 5.1 **Data Access:** Access to AGENCIES' law enforcement information will be provided over a network segment maintained by the individual AGENCY. AGENCIES further agree to make the law enforcement information residing in the COPLINK node hosted by the Spokane Police Department available on a 24-hour a day, 7 days a week basis with downtime limited to those hours required for any necessary system maintenance activities. AGENCIES agree to inform each other in advance, whenever possible, of scheduled system downtimes.
- 5.2 **Data Sharing:** COPLINK data contributed by each AGENCY will be shared with all AGENCIES that have entered into this Agreement. The AGENCIES agree not to facilitate information sharing between law enforcement entities via ARREST that have not entered into agreements allowing such sharing.
- 5.3 **Security Requirements:** AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Security Directives Policy. The Security Directives Policy will be agreed upon by all consortium members before full implementation begins .

AGENCIES further agree that the law enforcement information hosted in the COPLINK node shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

6.0 Information Ownership, Constraints on Release and Accuracy:

- 6.1 **Ownership and Release Constraints:** AGENCIES shall maintain ownership of all of their information at all times. Any requests for access to information hosted in COPLINK Data Repository that is not authorized under current agreements between the requestor and the owner(s) of the information will be referred to the owner(s) of the information being requested. Information shall not be made available to any unauthorized requestor without the approval of its owner or owners. AGENCIES agree that the restriction established by this provision shall not apply when responding to orders of the Court.
- 6.2 **Information Accuracy:** AGENCIES agree that the law enforcement data maintained in the COPLINK data repository consist of information that may or may not be accurate. To the extent permitted by law, each AGENCY agrees to indemnify and hold harmless other AGENCIES, its appointed or elected officials, employees, officers, agents, and/or representatives, from claims, actions, injuries, damages, losses, or costs, including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this MOU and for acts or omissions in the collection, sharing, and access/dissemination of ARREST information. AGENCIES agree to hold harmless other AGENCIES from any damages, fees, or injury that may arise due to the inaccuracy of any information they have submitted.

7.0 Benefits to Consortium Members:

- 7.1 **Data Links**: ARREST will provide solutions to the problem of inaccessible or irretrievable information as a result of disparate law enforcement information systems that lack a common language or platform and the difficulty in sharing information across jurisdictional boundaries.
- 7.2 **Analysis**: ARREST will provide sophisticated analytical tools to enable investigators to discover links and relationships in the consolidated data that may allow them to solve previously “unsolvable” incidents and prevent serial criminal activity.
- 7.3 **Ease of Use**: ARREST will enable law enforcement personnel to use a graphical user interface that is intuitive and requires limited training even for individuals that are not computer literate.

CITY of SPOKANE

Spokane City Chief of Police approval

_____ Date _____
Spokane Chief of Police Approval

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF SPOKANE, municipal corporation

By _____ Date _____
City Administrator

FOR THE CITY OF AIRWAY HEIGHTS, WA:
Airway Heights Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF AIRWAY HEIGHTS, municipal corporation

By _____ Date _____
City Manager

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ARREST & WBISS

FOR THE CITY OF CHENEY, WA:
Cheney Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF CHENEY, municipal corporation

By _____ Date _____
Mayor

FOR THE CITY OF COEUR D'ALENE, ID:

Coeur d'Alene Chief of Police approval

_____ Date _____
Wayne Longo, Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF COEUR D'ALENE, ID municipal corporation

By _____ Date _____
Wendy Gabriel, City Administrator

By _____ Date _____
Sandi Bloem, Mayor

ATTEST:

_____ Date _____
Renata McLeod, City Clerk

FOR KOOTENAI COUNTY, ID

Kootenai County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: KOOTENAI COUNTY, ID

By _____ Date _____

County Administrator or Chairman

FOR THE CITY OF LIBERTY LAKE, WA:

Liberty Lake Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF LIBERTY LAKE, WA, municipal corporation

By _____ Date _____
Mayor or City Administrator

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Memorandum of Understanding
ARREST & WBISS

FOR SPOKANE COUNTY WA:

Spokane County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: SPOKANE COUNTY WA

By _____ Date _____

County Administrator

FOR BONNER COUNTY, ID:

Bonner County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: BONNER COUNTY, ID

By _____ Date _____

County Administrator

GENERAL SERVICES COMMITTEE

Date: March 18, 2013

From: Kenneth G. Gabriel, Fire Chief

Re: Fire Smart Maintenance MOU with Kootenai County

DECISION POINT: Should Mayor and Council approve an MOU with Kootenai County for maintenance of homes who have participated in the FireSmart program.

HISTORY: The purpose of this MOU is to establish a general framework for cooperation between the County and the City of Coeur d'Alene in implementing the National Fire Plan, State Fire Assistance, and Hazardous Fuels Treatment grant activities in Kootenai County under the County's Wildland Urban Interface (WUI) Fire Mitigation Program, also known as FireSmart. Specifically, this MOU describes the support and cooperation that will be provided by both parties to advance mutual objectives through the inspection of FireSmart Hazardous Fuels treatment activities, and through the dissemination of information to property owners regarding proper maintenance of worked performed through the FireSmart program.

FINANCIAL ANALYSIS: We will have no hard cost to us. It could provide a positive financial outcome due to the fact that we will be compliant with terms of the original grant which will allow us to apply for more funds as they become available.

QUALITY OF LIFE ANALYSIS: This is a vital link in the chain to prevent catastrophic wildland fires. Our City has grown into the WUI areas and 49 homes have taken advantage of the mitigation funds to help protect their homes. With the City recently adopting the open space plan we feel hazard mitigation is a vital component to the goals of the open space plan. The Fire Department will be asked to inspect the properties and provide educational materials to the homeowners, we will not be doing any of the actual fuel mitigation.

DECISION POINT/RECOMMENDATION: For Mayor and Council to approve the MOU with Kootenai County for maintenance of homes who have participated in the FireSmart program.

**MEMORANDUM OF UNDERSTANDING
FireSmart™ Project Maintenance Inspections**

This Memorandum of Understanding (MOU) is made between Kootenai County, a political subdivision of the State of Idaho, P.O. Box 9000, Coeur d'Alene, ID 83816-9000, ("the County"), certain fire protection districts, organized under the laws of the State of Idaho, which have executed this MOU via their signature below, and the City of Coeur d'Alene, a municipal corporation of the State of Idaho (collectively referred to as "the Fire Agencies").

I. Purpose

The purpose of this MOU is to establish a general framework for cooperation between the County and the Fire Agencies in implementing federal National Fire Plan – State Fire Assistance – Hazardous Fuels Treatment grant activities in Kootenai County under the County's Wildland Urban Interface (WUI) Fire Mitigation Program, also known as FireSmart™. Specifically, this MOU describes the support and cooperation that will be provided by both parties to advance mutual objectives through the inspection of FireSmart™ Hazardous Fuels Treatment activities, and through the dissemination of information to property owners regarding proper maintenance of work performed through the FireSmart™ program.

II. Organizational Identities

The County and the Fire Agencies agree to work together to the extent practicable to support mutual interest and pursue common objectives. Each party to this MOU, however, is a separate and independent organization. As such, each party retains its own identity in providing services and is responsible for establishing its own policies.

III. The County agrees to:

1. Send a letter to property owners who have participated in the FireSmart™ Program to advise that the Fire Agency with jurisdiction will be contacting them within 30 days to schedule a time to inspect their property and meet with them to answer any questions they may have regarding maintenance of work performed on their property as part of the FireSmart™ Program.
2. Determine whether ownership of properties where work has been performed as part of the FireSmart™ Program has changed before letters are sent out. If ownership of a property has changed, the County will send a letter to the new property owner requesting consent for the Fire Agency with jurisdiction to contact them to schedule a time to meet with them to answer any questions they may have regarding maintenance of work performed through the FireSmart™ Program.
3. Annually provide the Fire Agencies with a maintenance form and a list of scheduled inspections of FireSmart™ projects in their respective jurisdictions.

4. Provide "Create It – Maintain It" maintenance brochures to the Fire Agencies for distribution to property owners and the general public.

IV. The Fire Agencies agree to:

1. Meet with property owners to deliver FireSmart™ maintenance brochures and to answer any questions which property owners may have regarding maintenance of work performed on their property as part of the FireSmart™ program.
2. Inspect FireSmart™ properties identified on the list provided by the County using the FireSmart™ maintenance form.
3. Complete the FireSmart™ inspection forms and submit them to the County no later than November of each year.

V. Contact Information: Contact information for the County and each Fire Agency is contained in Appendix "A" attached hereto, which is incorporated into this MOU by reference herein. All notices and submittals required or authorized herein shall be sent to the contact person for the entity entitled to receipt of the notice or submittal.

VI. It is further agreed by both parties that:

1. Lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. This MOU in no way restricts the Fire Agency[-ies] or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
3. This MOU may be modified by mutual written agreement.
4. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.
5. This MOU shall be effective as to each Fire Agency upon execution by the County and that Fire Agency, and shall continue in full force and effect unless terminated in accordance with Paragraph 6 below.
6. A Fire Agency may terminate this MOU as to that agency by giving sixty (60) days' written notice to the County. The County may terminate the MOU either as to certain Fire Agency(-ies) or in its entirety by giving sixty (60) days' written notice to all affected Fire Agencies.

DATED this _____ day of _____, 2013.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

ATTEST:
Clifford T. Hayes, Clerk

W. Todd Tondee, Chairman

By: _____
Deputy Clerk

DATED this _____ day of _____, 2013.

CITY OF COEUR D'ALENE

ATTEST:

Sandi Bloem, Mayor

By: _____
Renata McLeod , City Clerk

DATED this _____ day of _____, 2012.

**NORTHERN LAKES FIRE
PROTECTION DISTRICT**

ATTEST:

David Halpin, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**KOOTENAI COUNTY
FIRE AND RESCUE**

ATTEST:

Keith Hutcheson, President
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**SPIRIT LAKE FIRE
PROTECTION DISTRICT**

ATTEST:

Mark Miller, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**TIMBERLAKE FIRE
PROTECTION DISTRICT**

ATTEST:

David Rudebaugh, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**HAUSER LAKE FIRE
PROTECTION DISTRICT**

ATTEST:

John Mobbs, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**MICA-KIDD ISLAND FIRE
PROTECTION DISTRICT**

ATTEST:

Chris Shelton, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**WORLEY FIRE
PROTECTION DISTRICT**

ATTEST:

Ronald Hise, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**EAST SIDE FIRE
PROTECTION DISTRICT**

ATTEST:

Tom Little, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**ST. MARIES FIRE
PROTECTION DISTRICT**

ATTEST:

Tom DuHamel, Chairman
Board of Fire Commissioners

By: _____
Clerk/Secretary

DATED this _____ day of _____, 2012.

**SHOSHONE FIRE
PROTECTION DISTRICT #2**

ATTEST:

Robert Monteith, Chairman;
Board of Fire Commissioners

By: _____
Clerk/Secretary

APPENDIX A
CONTACT INFORMATION

Contact Information: Contact information for the County and each Fire Agency is as follows:

For the County:

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

For the Fire Agencies:

COEUR D'ALENE FIRE DEPARTMENT

Chief Kenny Gabriel
300 E. Foster Avenue
Coeur d'Alene, ID 83814
Phone: (208) 769-2340
Fax: (208) 769-2343
Email: kgabriel@cdaid.org

NORTHERN LAKES FIRE PROTECTION DISTRICT

Chief Dean Marcus
125 W. Hayden Avenue
Hayden, ID 83835
Phone: (208) 772-5711
Fax: (208) 772-3044
Email: deanmarcus@northernlakesfire.com

KOOTENAI COUNTY FIRE AND RESCUE

Chief Warren Merritt
1509 E. Seltice Way
Post Falls, ID 83854
Phone: (208) 777-8500
Fax: (208) 777-1569
Email: warrenm@kootenaifire.com

SPIRIT LAKE FIRE PROTECTION DISTRICT

Chief John Debernardi
P.O. Box 116
Spirit Lake, ID 83869
Phone: (208) 623-5800
Fax: (208) 623-2305
Email: slchief@verizon.net

TIMBERLAKE FIRE PROTECTION DISTRICT

Chief Dean Marcus
Northern Lakes Fire Protection District
125 W. Hayden Avenue
Hayden, ID 83835
Phone: (208) 772-5711
Fax: (208) 772-3044
Email: deanmarcus@northernlakesfire.com

HAUSER LAKE FIRE PROTECTION DISTRICT

Chief Larry Simms
10728 N. Hauser Lake Road
Hauser, ID 83854
Phone: (208) 773-1174
Fax: (208) 773-1174
Email hauserfd@cda.twebc.com

MICA-KIDD ISLAND FIRE PROTECTION DISTRICT

Chief Jason Blubaum
6891 W. Kidd Island Road
Coeur d'Alene, ID 83814
Phone: (208) 769-7946
Fax: (208) 769-9486
Email: mkichief@frontier.com

WORLEY FIRE PROTECTION DISTRICT

Chief Daniel Sneve
31541 South Highway 95
P.O. Box 160
Worley, ID 83876
Phone: (208) 686-1718
Fax: (208) 686-1191
Email: dsneve@worleyfire.org

EAST SIDE FIRE PROTECTION DISTRICT

Chief Doug Allman
20338 S. Highway 97
Harrison, ID 83833
Phone: (208) 769-4269
Fax: (208) 769-4270
Email: esfd@frontier.com

ST. MARIES FIRE PROTECTION DISTRICT

Chief Larry Naccarato
308 W. Jefferson Avenue
St. Maries, ID 83861-2045
Phone: (208) 245-5253
Fax: (208) 245-2328
Email: firechief@smfpd.com

SHOSHONE FIRE PROTECTION DISTRICT #2

Chief Dale Costa
14 W. Market
Kellogg, ID 83837
Phone: (208) 784-1188 or 784-1189
Fax: (208) 784-1100
Email: dcosta@shoshonefd2.com

**PARKS & RECREATION COMMISSION
STAFF REPORT**

March 18th, 2013

From: Doug Eastwood, Parks Director

SUBJECT: MOU WITH PARKS FOUNDATION

Decision Point: Recommend to General Services to enter into an MOU with the Panhandle Parks Foundation to assist with naming and sponsorship opportunities within the park system.

History: The City, by resolution, adopted a Naming & Sponsorship Opportunity guideline on June 19, 2012 (Attached). The Parks and Recreation Commission worked on this guideline/policy for approximately 18 months prior to it being adopted by the City Council. The purpose of the guideline is to assist the City and the Parks Department with naming & sponsorship opportunities for various park amenities and to assist with requests/solicitations, receiving of gifts, cash and land. The Parks Department and Parks & Recreation Commission held many workshops with the Panhandle Parks Foundation to discuss ways that the foundation could be a resource in this process.

Financial Analysis: The attached MOU with the Panhandle Parks Foundation provides a mechanism for the Parks Department to generate funds to help offset the demand for new parks and trails and to help with infrastructure repair/replacement. Several organizations and service clubs have said they would like to sponsor projects within the parks however they cannot make the financial commitment in one lump sum. They would like to make the contributions over several years. This is not uncommon, other communities are accepting donations/contributions for projects over multi-year periods, some up to ten years. There is no cost to the city to implement the MOU. The Foundation would withhold 15% of the donation, not to exceed \$3,750.00, to cover their administrative costs which includes such things as meeting with prospective donors, executing agreements, following up with terms of agreements, filing reports, presenting reports to the City, managing and distributing funds at the request of the City, and the foundation is required to file annually with the IRS.

Performance Analysis: This is a great opportunity for businesses, individuals and organizations that want to show their support of the CDA park system and be recognized. It provides for recognition without compromising the park experience. Recognition plaques would be of a standard design determined by the City. The Panhandle Parks Foundation has a good track record of helping us in other projects such as the Fallen Hero's Plaza, two dog parks and a third dog park that will be built at McEuen Park and they are the lead agency on the fund raising for the Field of Dreams. They have also received land donations for park developments; Landings Park, Johnson Mill River Park, Veterans Centennial Park and assisted with Riverstone Park and Fernan Hill. They also host events for the benefit of our park system which includes an annual golf tournament and they recently entered into an agreement to host an annual fund raising event over the Labor Day weekend. The Foundation members have the know-how, experience, willingness and dedication amongst their board members to make this a successful venture between the City and the Foundation. The Foundation was created in 2005 to assist the city parks with land acquisition, development and fund raising to further enhance the park system. With their assistance in the naming and sponsorship opportunities we can take the park enhancements a step further.

Decision Point; Recommend to General Services to adopt the MOU agreement between the City of Coeur d'Alene and the Panhandle Parks Foundation.

CITY OF COEUR D'ALENE

Naming Policy & Guideline

Purpose:

The purpose of these policies and guidelines is to establish criteria for placement of memorials and naming city property, parks, and facilities.

Definitions:

1. “City Property” means a parcel of land, building, or improvement owned and operated by the City of Coeur d’Alene for public purposes.
2. “Park” means a parcel of land owned and operated by the City of Coeur d’Alene for park and recreation purposes.
3. “Facility” means a building or structure located on city property, including but not limited to libraries, office buildings, utility buildings, recreation centers, community centers, plazas, decorative or water play fountains, gardens, gazebos (picnic shelters), bridges, playgrounds, sports fields or structures used for specific sports such as tennis courts, basketball courts, and skateparks.
4. “Amenity” means a smaller feature located within a larger city property, park, or facility, including but not limited to rocks, commemorative bricks, benches, picnic tables, conference rooms, drinking fountains, bike racks, or vegetation.
5. “Land Trust” means any land donated to the Panhandle Parks Foundation and held in trust for the City of Coeur d’Alene. Land can be donated directly to the City of Coeur d’Alene but it is the city’s preference to have land donated to the Parks Foundation and held in trust.
6. “Trust Fund” means any monies donated to the Panhandle Parks Foundation to be held in trust for the City of Coeur d’Alene until such time that the city is ready to use the funds for the agreed upon purpose. Funds can be donated directly to the City Parks Department and held in a capital improvement line item for the intended purpose. This is an option for the donor.

Naming of City Properties, Parks, and Facilities

1. Consideration is given to the following in naming city properties, parks, or facilities;
 - a) Historical or cultural significance;
 - b) Neighborhood or geographical identifiers;
 - c) A historical figure or an individual or family or organization that has made a significant land, monetary, or service contribution to the acquisition of the property for the park system. City property, parks, and facilities shall not be named for living persons.
 - c) Natural characteristics, including flora and fauna that are characteristic of the Coeur d’Alene area.
2. All requests to name a city property, park, or facility shall be made in writing to the Parks Director.

3. Requests to name a city property, park, or facility shall be evaluated by the Parks and Recreation Commission (PRC), upon staff recommendation. The PRC may make a recommendation to City Council for approval of the name. A denial by the PRC may be appealed to City Council. The decision of City Council is final.
4. Generally, the naming of a city property, park, or facility shall occur before or during development.
5. For purposes of evaluation and recommendation, the naming of a city property, park, or facility shall be divided into two categories:
 - a. Service and Non-Monetary Contribution. The PRC may consider naming a city property, park, or facility to honor a deceased person in recognition of that person's extraordinary volunteerism, employment, leadership, or similar service or non-monetary contributions promoting parks and recreation in the City of Coeur d'Alene that is related to the city property, park, or facility. The applicant should submit a letter providing a summary and examples of the significant contributions to the mission and purpose of parks and recreation in Coeur d'Alene, with supporting documentation such as newspaper clippings, letters of support, or other relevant information.
 - b. Financial Contributions. The PRC may consider naming a city property, park, or facility for an individual, family, organization or business that has given or offered to give an appropriate and significant financial contribution to acquire, construct or otherwise enhance a city property, park, or facility. A significant contribution means a land donation, cost of the acquisition, construction or improvement of the city property, park, amenity, or facility requested for naming.
6. The City of Coeur d'Alene intends that the name on city property, a park, or facility be a permanent designation. Only under extreme or extraordinary circumstances shall facilities be renamed.
7. Costs of established memorial programs are reviewed annually according to the Department's fee policy. Cost is based on original purchase price, installation, with a percentage deposited into a contingency account for maintenance, repair, and/or replacement.

Memorial Request Process:

1. The City of Coeur d'Alene Parks & Recreation Commission is proposing to establish, in the Four Corners area, a memorial gathering place. It is encouraged that all memorial requests be directed to this area and not within the parks proper. This gathering place is proposed to memorialize individuals at the request of family and/or loved ones. The gathering place would also include a memorial for all workers in the state of Idaho that have died in the line of duty. The City's Rock of Fame which recognizes our volunteers will also be incorporated into the site and an honor wall will be included to recognize individuals within the community that have made significant contributions of themselves and/or donations that enhanced the community.
2. The parks are dedicated for public outdoor recreation and a conflict of use may arise by 'privatizing' an area or site for memorial purposes. Other conflicts may arise in the event that a memorialized site is changed or relocated. In order to avoid conflicts, the

centralized memorial and recognition site is encouraged instead of memorials throughout the parks.

3. All requests to place memorials within the designated site shall be submitted in writing to the Parks Director.
4. Requests shall be initially evaluated by staff who will forward a recommendation to the PRC for review. The PRC may forward a recommendation to City Council for approval, or issue a denial, which can be appealed to the City Council. The decision of the City Council is final.
5. All costs for memorial recognition with the gathering area will be the responsibility of the person making the request. Staff-time to coordinate the memorial and minor levels of effort to assist with design and installation may be borne by the City.
6. Whether the requesting party agrees and understands that all memorials become the property of the city, and the city shall not be required to replace any memorial or portion of a memorial that is vandalized, damaged or stolen. The requesting party must also agree that the memorial may be removed, at the city's discretion.
 - a) Some park amenities such as trees, pickets, Give your dog a Bone, and benches can have memorial signs with the understanding that this may only be temporary and complies with #4 above.

Gifts

1. If a specific site is recommended for placement of the donated or loaned work or exhibition of private art on public property, the Arts Commission will review the proposed site. The site will also need to be approved by appropriate city departments (Parks, City Engineers and Recreation). If a site has not been proposed, the Arts Commission will work with the applicant to identify an appropriate location for the work of art or exhibition.
2. Deposit of monies:
The Parks Director is hereby authorized to accept on behalf of the Parks Department all monetary donations to the city parks. All donations accepted by the Director shall be deposited into the Parks Capital Improvement Fund. This program has established a fund for the collection of monetary donations.
3. Specific use requested by donor:
In the event a donor has indicated a desired use of the donation by the city, such donation shall, to the extent reasonably feasible, be assigned to a project consistent with the donor's desired use.
4. Acceptance of non-monetary donations:
All nonmonetary donations with a current value greater than \$25.00 and less than \$5,000.00 must be approved by the Parks & Recreation Commission. All nonmonetary donations with value of \$5,000.00 or more must be approved by the City Council.

The Parks Director may approve in-kind donations supporting budgeted projects provided that:

- a) Anyone interested in making a donation to the park system, is to contact the Parks Department.
- b) All land/property donors are encouraged to meet & work with the Panhandle Parks Foundation.
- c) All other donations will be handled administratively unless the value of the donation is greater than \$ 5,000, which case the proposal is submitted to the Parks and Recreation Commission with a recommendation to the city council for approval.
- d) Gifts of land, from private individuals, for-profit corporations, not-for-profit organizations and public entities will be accepted when City ownership will further the objectives of the City as identified in the park and open space evaluation and acquisition procedures and current Comprehensive Parks, Open Space, Trails and Art Plan. Private Land donations are encouraged to go through the Panhandle Parks Foundation.
- e) Acceptance of gift and park improvement proposals, other than land, will be considered from private individuals, for-profit corporations, not-for-profit organizations and public entities which:
 - i. To facilitate publicly and privately funded park improvement proposals and encourage public and private gifts, bequests, and such contributions that enhance, beautify, improve, supplant, support or otherwise benefit the Parks and Recreation system.
 - ii. To accept only those gifts, park improvements and donor recognition objects that are consistent with the mission, policies, park property restrictions, park master plans and most current Comprehensive Parks, Recreation, Open Space, Trails and Art Plan of the City of Coeur d'Alene Parks Department and the mission and policies of its assigned advisory boards and commissions.
 - iii. To accept only those gifts, park improvements and donor recognition objects given with the full understanding that they become property of the City and are subject to the laws, policies and procedures that govern the Parks Department and its assigned advisory boards and commissions.
 - iv. In the event of a donation of personal property which could require future maintenance or repair, the Parks Department Director should first assess all related future costs and submit the assessment of expenses to the Parks & Recreation Commission for approval prior to acceptance of the donation. In addition, if a conditioned donation could have long-term impacts, such as significant operations and maintenance or capital costs, the Parks Director shall consult with the City Council Prior to accepting the donation.
 - v. **Donations of Art Work**. Determination whether to accept art work proposed for donation to the city for permanent or long-term (exceeding one year) public display shall be made by the Parks and Recreation Commission with recommendation to the City Council.

- vi. The City is not obligated to replace if the gift or park improvement is stolen, vandalized, worn out, irreparably damaged or destroyed.
- vii. To strongly discourage gift and park improvement proposals that, in the judgment of the Parks Director, are incompatible with the park location, other park uses or users.
- viii. To strongly discourage gift, park improvement and donor recognition object proposals that are memorial in nature, to emphasize that the park system exists to meet the varied recreational, social, wellness and educational needs of park users.
- ix. To limit, as much as possible, plaques and visible recognition objects to areas of a park recognized as 'built' environments, i.e., benches, picnic tables, water fountains, buildings, play areas, ball fields, tennis courts, etc...
- x. To limit, as much as possible, the number of donor recognition projects that involve decorative tiles, pavers, and artwork that require mounting on walls, concrete, or any other surface that enhances the 'gray' and detracts from the 'green' characteristics of our parks.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COEUR D'ALENE
AND
THE PANHANDLE PARKS FOUNDATION
FOR
NAMING OPPORTUNITIES IN THE COEUR D'ALENE PARKS**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Coeur d'Alene (the City), and The Panhandle Parks Foundation (the Foundation), and is intended to document the parties' understanding of, and agreement to identify, the level of naming opportunities, funding allocation and expectations between the City and the Foundation.

II. RECITALS:

WHEREAS, the Foundation is a 501(c)3 organization in the State of Idaho; and

WHEREAS, the City is a municipal corporation organized under the laws of the State of Idaho; and

WHEREAS, the City and the Foundation agree that the naming and sponsorship opportunities within the parks is a source of revenue for the short and long term benefit of the Coeur d'Alene Park System; and

WHEREAS, it is the mutual desire of the Foundation and the City to memorialize their understanding and agreement with respect to the partnership which has been established for the benefit of the parks in compliance with State and Federal requirements; and

WHEREAS, the Foundation has benefited the City through similar endeavors by assisting in raising and managing the funds for the development of dog parks at Northshire Park and Cherry Hill Park and have facilitated the fund raising for the dog park at McEuen Park and by managing the donations for the annual Parks Day Celebration now going into its 6th year.

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

A. Ownership:

1. The City owns the land all structures, features and amenities and is responsible for the operation and maintenance of all public facilities and amenities located within the parks.

B. The City hereby agrees to

1. Provide routine maintenance of all the parks including structures, facilities and amenities.
2. Bear the cost of utilities including upgrades as may be necessary and/or required by federal or state law or city ordinance.
3. Incur the full cost of necessary work in the event the City deems upgrades or altering in any way that specific park amenities need upgrading.
4. Review sponsorship requests prior to final approval to assure the sponsorship is in compliance with the city's naming and sponsorship policy.
5. Continue with all reservations from walk-in and on-line traffic at all park facilities.
6. Maintain all permits, records, and apply for renewal of such wherever, whenever it is necessary.

C. The Foundation hereby agrees to:

1. Advertise, market and negotiate sponsorship and naming opportunities for the CDA Parks and hold all funds in a dedicated account to be used only by the CDA Parks for land acquisition, park development or in some cases infrastructure repairs.
2. The Parks Foundation will retain an administrative fee of up to 15% for managing the funds, sponsorships and individual contracts/agreements and not to exceed \$3,750 for contributions in excess of \$25,000.
3. Unless otherwise negotiated and agreed to in writing between the city and the foundation, item #2 above will remain in effect for naming and sponsorship opportunities.
4. Submit quarterly financial report to the City Parks Department identifying funds received for naming and sponsorships.
5. Present progress of naming and sponsorships twice year before the Parks & Recreation Commission scheduled meeting.
6. Maintain records of all naming and sponsorships that have been approved and follow up on deadlines for renewals with current sponsor and potential new sponsors.
7. Remain consistent with signage that has been pre-approved by the Parks & Recreation Commission.

D. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.

2. That this MOU may be modified by mutual written agreement.

3. That this MOU shall continue in full force and effect for a period of three (3) years, beginning on the date of last signature below, unless terminated by either party with at least thirty (30) days' notice to the other party. At the end of the three (3) year period, this MOU may be renewed by written mutual agreement of the parties on such terms and for such period as the parties may deem appropriate.

DATED this _____ day of _____, 2013.

PANHANDLE PARKS FOUNDATION

Scott Shellman, President

DATED this _____ day of _____, 2013.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

COUNCIL STAFF REPORT

DATE: March 20, 2013
FROM: James Remitz, Capital Program Manager
SUBJECT: Bid Award of the 2013 Open Trench Project.

=====

DECISION POINT:

The City Council may wish to accept and award a contract to the low, responsive bidder for the construction of the City of Coeur d'Alene Wastewater Department's 2013 Open Trench Project from bids that were opened March 18, 2013 at 2:00 PM. A tabulation of the bid results is as follows:

Bidder	Base Bid Total
Earthworks Northwest	\$ 552,010
S & L Underground	\$ 449,386
MDM Construction, Inc.	\$ 355,650
Big Sky Development, Inc.	\$ 451,728

HISTORY:

This project was advertised in the Coeur d'Alene Press on February 27 and March 6, 2013 soliciting sealed bids for the 2013 Open Trench Project. The project will install approximately 850 LF of 8 inch sanitary sewer piping, including full-width road reconstruction, sewer service installations for 14 homes totaling approximately 2,500 LF, two residential sewage lift stations, landscaping and miscellaneous concrete and asphalt surface repair. Construction of the project is expected to start in mid-April and will have a 60 day contract time.

FINANCIAL ANALYSIS:

The low bid price for the Base Bid submitted by MDM Construction, Inc. is within the funding budgeted for the project in the approved 2012-2013 Wastewater Utility Budget (Account # 031-022-4352-7901).

PERFORMANCE ANALYSIS:

The Wastewater Department, through J-U-B Engineers, has reviewed the low bid submitted by MDM Construction, Inc. and found it to be in conformance with the bidding requirements. (See attachment) MDM Construction, Inc. has satisfactorily performed similar projects for the City of Coeur D'Alene.

RECOMMENDATION:

Award the 2013 Open Trench Project contract to MDM Construction, Inc. for the submitted **bid price of \$355,650.00.**



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

March 21, 2013

Mr. Jim Remitz
City of Coeur d'Alene
Wastewater Utility
710 Mullan Avenue
Coeur d'Alene, ID 83814

RE: CITY OF COEUR D'ALENE WASTEWATER PROJECTS – 2013 OPEN TRENCH BID REVIEW

Dear Jim:

On March 18, 2013, four bids for the 2013 Open Trench Project in Fernan Court were opened by the City of Coeur d'Alene. The bids are summarized in the table below and detailed further in the **enclosed** bid abstract.

BIDDER	Base Bid
MDM Construction, Inc.	\$355,650
S & L Underground, Inc.	\$449,386
Big Sky Development	\$451,728
Earthworks Northwest	\$551,926
Engineer's Opinion of Probable Cost (without contingency)	\$460,000

A copy of the apparent low bid from MDM Construction is **enclosed** for your reference and review. One potential error in their bid occurs on the listing of subcontractors form. Per Idaho Code 67-2310, when a public works project *“requires plumbing, HVAC work, or electrical work, the general contractor shall be required to include in his bid the name, or names and address, or addresses, of the subcontractors who shall, in the event the contractor secures the contract, subcontract the plumbing, HVAC work, and electrical work under the general contract. In the event that the general contractor intends to self-perform the plumbing, HVAC or electrical work, the general contractor must be properly licensed by the state of Idaho to perform such work.”*

MDM Construction listed an electrical subcontractor but did not list themselves or a subcontractor for the other categories. As we discussed, there may be an exception for plumbing work which allows a utility contractor to perform the work without a plumbing license if all work is outside a building – reference Idaho Statute 54-2602(1)(f). Additionally, the project does not include HVAC work. We understand that you have reviewed these items with

City legal counsel and staff, and have determined these are informalities that can be waived. We therefore prepared the **enclosed** award documents to MDM Construction for your use.

If you have any questions or need addition information, please feel free to contact me.

Sincerely,
J-U-B ENGINEERS, Inc.



Levi T. Shoolroy, P.E.
Project Manager

Enclosures

Contract

THIS CONTRACT, made and entered into this 20th day of March, 2013, between the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as "CITY", and MDM CONSTRUCTION, INC., a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at P.O. Box 2006, Hayden, Idaho 83835, hereinafter referred to as the CONTRACTOR.

WITNESSETH:

THAT, WHEREAS, the said CONTRACTOR has been awarded the contract for the **2013 Open Trench Project** in Coeur d'Alene, according to plans and specifications on file in the office of the City Clerk of the CITY, which plans and specifications are entitled:

City of Coeur d'Alene - Wastewater Utility - 2013 Open Trench Project

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the CONTRACTOR shall make improvements as set forth in the said plans and specifications described above, in said city, furnishing all labor and materials therefor according to said plans and specifications and under the penalties expressed in the performance bond bearing even date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the Water Superintendent, and all labor performed shall be of first-class workmanship.

The CONTRACTOR shall employ appropriate means to prevent accidents and defend the CITY from all claims for injury to person or property resulting from the CONTRACTOR's actions or omissions in performance of this contract, and to that end shall maintain insurance of the type and in the amount specified in the Contract Documents, it being the intention that the minimum limits shall be those provided for under Chapter 9, Title 6, Section 24 of the Idaho Code. Certificates of insurance providing at least thirty (30) days written notice to the City prior to cancellation of the policy shall be filed in the office of the City Clerk.

The CONTRACTOR agrees to maintain Workman's' Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the CONTRACTOR fail to maintain such insurance during the entire term hereof, the CITY shall indemnify the CONTRACTOR against any loss resulting to the CITY from such failure, either by way of compensation or additional premium liability. The CONTRACTOR shall furnish to the CITY, prior to commencement of the work, such evidence as the CITY may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the CITY, a surety bond in an amount sufficient to make such payments.

The CONTRACTOR shall furnish the CITY certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The CITY OF COEUR D'ALENE, the CITY, shall pay to the CONTRACTOR for the work, services and materials herein provided to be done and furnished by it, the sum of \$355,650, as provided in the Unit Price Schedule. Partial payment shall be made on the third Tuesday of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the contractor has obtained from the Idaho State Tax Commission and submitted to the City a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Treasurer.

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
201.4.1.D.1	Removal of Existing Asphalt	2,541	SY	\$4.00	\$10,164.00
304.4.1.C.1	Trench Foundation Stabilization	847	LF	\$3.00	\$2,541.00
306.4.1.E.1	Service/ Utility Trench Backfill	2,315	LF	\$4.00	\$9,260.00
306.4.1.H.1	Imported Trench Backfill Material	847	LF	\$10.00	\$8,470.00
307.4.1.E.1	Type "C" Surface Restoration (Gravel Roadway)	101	SY	\$18.00	\$1,818.00
401.4.1.A.1	Water Main Pipe - Size 6" - Type PVC C-900	105	LF	\$53.00	\$5,565.00
401.4.1.A.1	Water Main Pipe - Size 8" - Type PVC C-900	127	LF	\$48.00	\$6,096.00
405.4.1.A.1	Non-Potable Main Line Separation	16	EA	\$450.00	\$7,200.00
405.4.1.B.1	Water Main Fitting – Size 6" - Type Mechanical Coupling	14	EA	\$100.00	\$1,400.00
405.4.1.B.1	Water Main Fitting – Size 8" - Type Mechanical Coupling	16	EA	\$125.00	\$2,000.00
501.4.1.B.1	Gravity Sewer - Size 8" - Type PVC ASTM 3034	847	LF	\$32.00	\$27,104.00
502.4.1.A.1	Sanitary Sewer Manhole – 48" Diameter	3	EA	\$1,750.00	\$5,250.00
502.4.1.G.1	Remove & Dispose of/Abandon Existing Sanitary Sewer Manhole	3	EA	\$385.00	\$1,155.00
503.4.1.B.1	Sewer Main 8" Clean-out	1	EA	\$1,780.00	\$1,780.00
504.4.1.A.1	Sewer Service Line - Size 2"	290	LF	\$55.00	\$15,950.00
504.4.1.A.1	Sewer Service Line - Size 4"	2,150	LF	\$41.00	\$88,150.00
601.4.1.A.1	Storm Drain Pipe - Size 8" Type PVC ASTM D2241 Class 160	55	LF	\$34.00	\$1,870.00
602.4.1.F.1	Catch Basin – Type 1	1	EA	\$1,200.00	\$1,200.00
706.4.1.F.1	Concrete Driveway Approach	7	SY	\$120.00	\$840.00
802.4.1.A.1	Crushed Aggregate for Base Type 1 (Plan Quantity)	420	CY	\$50.00	\$21,000.00
802.4.1.E.1	Crushed Aggregate for Ballast Type 2 (Plan Quantity)	1,070	CY	\$32.00	\$34,240.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$2,100.00	\$2,100.00
1104.4.1.C.1	Pavement Markings	1	LS	\$2,500.00	\$2,500.00
2010.4.1.A.1	Mobilization	1	LS	\$30,000.00	\$30,000.00
2050.4.1.E.1	Subgrade Separation Geotextile	2,190	SY	\$1.30	\$2,847.00
SP-02510.4.1.A.1	Superpave HMA, Class SP-3, 1/2" Aggregate	590	TON	\$85.00	\$50,150.00
SP-11060.4.1.A.1	Residential Sewage Lift Station	2	EA	\$7,500.00	\$15,000.00
TOTAL BASE BID:					\$355,650.00

The Work shall be substantially completed within sixty (60) calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, or by **June 14, 2013**, whichever comes first, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within thirty (30) calendar days after the date when the Contract Times commence to run.

The CITY and the CONTRACTOR recognize that time is of the essence and failure of the CONTRACTOR to complete the work within the time allowed shall result in damages being sustained by the CITY. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, in the event the CONTRACTOR shall fail to complete the work within the above time limit, the CONTRACTOR shall pay to the CITY or have withheld from moneys due, liquidated damages at the rate of \$750.00 per calendar day, which sums shall not be construed as a penalty.

IT IS AGREED that the CONTRACTOR must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under this contract except where under this contract fifty (50) or less persons are employed by the contractor, in which case the CONTRACTOR may employ ten percent (10%) nonresidents; provided, however, in all cases the CONTRACTOR must give preference to the employment of bona fide residents in the performance of said work.

The CONTRACTOR further agrees: In consideration of securing the business of constructing the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him thereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said contractor is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the CONTRACTOR are hereby made a part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the CONTRACTOR shall execute good and sufficient performance bond and payment bond each in the amount of one hundred percent (100%) of the total amount of the bid as herein before stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" are defined in "Standard General Conditions of the Construction Contract" ISPWC Division 100.

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said city, the City Clerk has affixed the seal of said city hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

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

CONTRACTOR:
MDM Construction, Inc.

By: _____
Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Renata McLeod, City Clerk

ATTEST:

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared **Sandi Bloem and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared _____, known to me to be the _____, of _____, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

TO: Wayne Longo, Chief of Police

FROM: Steve Childers, Patrol Captain

SUBJECT: Digital Evidence Retention System Hardware upgrades

DATE: March 14, 2013

Decision Point: Authorization to purchase 12 2 TB SATA hard drives (Part #AW556-B) and a storage shelf to house the hard drives using the funds formerly allocated to the purchase of the APS Smart Number Server system to increase the storage capacity of VIPER.

History: In 2007, the Coeur d'Alene city IT staff worked with the Police Department to create VIPER, a digital evidence retention system. This system securely vaults all digital media used in police activity including arrests, citations, and ongoing investigations and had an audit (similar to a chain of custody) process showing who accessed the information and why. Digital media includes documents, video and audio recordings, along with digital pictures. The system is also used by city and county prosecutors. In 2011 and 2012, grant money was used to initially upgrade all the hardware using allocated grant money since it initially was residing on old technology that had been re-used and was susceptible to failure. In 2012, in-car video was improved with the use of the Coban system. Also in August 2012, Viewu, personal body cameras, were introduced to officers. The results have been an average of 17 GB of data upload every day. The Legal Department has set the retention times of two years for all non-connected media and indefinite time for all media that is connected to a case or citation. At the current upload rate coupled with retention protocols in place, it is anticipated there will be no storage capability left in about 350 days.

Financial Analysis: In the FY 2012-2013 budget, there was a line item set for the purchase of an APS Smart Number server system of \$10,000. There was an E-Ticket problem with numbering and in speaking with the company in late 2011-early 2012; they felt the solution was this server. In December, 2012, however, the Police Department and IT staff had a phone conversation with the company to determine how to proceed with the server purchase. During the conversation, it was deemed to be a software issue and not a hardware purchase need. The problems were addressed and the server was no longer needed. Upgrading the storage capacity of VIPER will continue to be a cost effective solution of storing / maintaining digital evidence in a secure and federally mandated compliant manner. The cost of 12 2 TB drives is estimated at \$4,884 and the shelf is estimated at \$2,800. The hardware was researched by the City's IT division and will be purchased through HP, an authorized vendor for both the City and the WSCA contract Master Price Agreement. The City IT Department has been involved and also approves of this purchase. They are willing to assist with the installation of the hardware.

Performance Analysis: In February 2013, City IT staff discovered the current hardware configuration would be at maximum capacity in a little over a year's time. The purchase of this storage enhancement will allow for a lengthen amount of time (projections unknown but at least a "few years") of storage. Some of the existing hardware will be re-purposed as a back-up to Viper.

Quality of Life Analysis: Improved digital evidence (audio and video) means improving prosecution cases which are vital to the quality of life of the citizens of Coeur d'Alene. It is imperative to maintain the evidence in a way that is compliant with federal and court standards while adhering to the retention times set by the City Attorney.

Decision Point: Authorization to purchase 12 2 TB SATA hard drives (Part #AW556-B) and a storage shelf to house the hard drives using the funds formerly allocated to the purchase of the APS Smart Number Server system to increase the storage capacity of VIPER.

ANNOUNCEMENTS

PUBLIC HEARINGS



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83814
208/769-2225 – FAX 208/769-2284

STAFF REPORT

Date: April 2, 2013

From: Troy Tymesen, Finance Director

Subject: Amending the 2012-2013 Fiscal Year Appropriations (Budget)

Decision Point:

To approve the financial amendments at this time being presented by staff regarding changes to the appropriations ordinance for the current Fiscal Year, 2012-2013.

History:

The City Council annually amends the original appropriations ordinance.

Financial Analysis:

Idaho code Section 50-1003 allows the City Council at any time during the current fiscal year to amend the appropriations ordinance to reflect the receipt of revenues and/or the expenditure of funds that were unanticipated when the ordinance was adopted. The City each year adopts amendments to the appropriations ordinance.

Performance Analysis:

The budget amendment shows increases in expenditures for the McEuen Field project, the Ramsey baseball field, the property acquisition of Person and Bryan Field, improvements at Phippeny Park, as well as grants in the Fire Department and changes in the wastewater utility.

Decision Point:

To approve the financial amendments being presented at this time by staff regarding changes to the appropriations ordinance for the current Fiscal Year, 2012-2013.

ORDINANCE NO. 3462

AN ORDINANCE AMENDING ORDINANCE 3449, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 APPROPRIATING THE SUM OF ~~\$72,705,506~~ \$77,176,229, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,470,723; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

Section 1

That Section 1 of Ordinance 3449, Ordinance of the City of Coeur d'Alene, be and the same is hereby amended to read as follows:

That the sum of ~~\$72,705,506~~ \$77,176,229, be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Coeur d'Alene, Kootenai County, Idaho, for the fiscal year beginning October 1, 2012.

Section 2

That Section 2 of Ordinance 3449; Ordinances of the City of Coeur d'Alene be and the same is hereby amended to read as follows:

That the objects and purposes for which such appropriations are made are as follows:

GENERAL FUND EXPENDITURES:			
Mayor and Council	\$	220,014	
Administration		399,866	
Finance Department		676,928	
Municipal Services		1,369,649	
Human Resources		241,663	243,963
Legal Department		1,428,897	
Planning Department		475,512	
Building Maintenance		398,419	
Police Department		9,969,692	
Drug Task Force		36,700	

ADA Sidewalks	220,785	
Byrne Grants	149,077	
COPS Grant	69,819	
Fire Department	7,627,429	7,729,672
General Government	192,635	942,635
Engineering Services	1,238,436	3,203,536
Streets/Garage	2,390,303	
Parks Department	1,665,888	
Recreation Department	764,454	
Building Inspection	721,439	
TOTAL GENERAL FUND EXPENDITURES:	<u>\$ 30,257,605</u>	<u>33,077,248</u>
SPECIAL REVENUE FUND EXPENDITURES:		
Library Fund	\$ 1,278,960	
Community Development Block Grant	267,325	
Impact Fee Fund	613,133	913,133
Parks Capital Improvements	881,215	1,870,524
Annexation Fee Fund	70,000	
Insurance / Risk Management	264,000	
Cemetery Fund	239,300	
Cemetery Perpetual Care Fund	98,000	
Jewett House	42,000	
Reforestation / Street Trees / Community	68,000	
Arts Commission	7,000	
Public Art Funds	245,000	
TOTAL SPECIAL FUNDS:	<u>\$ 4,073,933</u>	<u>\$ 5,363,242</u>
ENTERPRISE FUND EXPENDITURES:		
Street Lighting Fund	\$ 570,050	
Water Fund	7,602,289	
Wastewater Fund	18,996,924	19,326,924
Water Cap Fee Fund	850,000	
WWTP Cap Fees Fund	879,336	
Sanitation Fund	3,285,480	
City Parking Fund	575,957	607,728
Stormwater Management	923,967	
TOTAL ENTERPRISE EXPENDITURES:	<u>\$ 33,684,003</u>	<u>\$ 34,045,774</u>
FIDUCIARY FUNDS:	\$ 2,538,100	
STREET CAPITAL PROJECTS FUNDS:	770,000	
DEBT SERVICE FUNDS:	1,381,865	
GRAND TOTAL OF ALL EXPENDITURES:	<u>\$ 72,705,506</u>	<u>\$ 77,176,229</u>

Section 3

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

Section 4

This ordinance shall take effect and be in full force upon its passage, approval and publication in one (1) issue of the Coeur d'Alene Press, a newspaper of general circulation published within the City of Coeur d'Alene and the official newspaper thereof.

APPROVED by this Mayor this 2nd day of April, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D' ALENE ORDINANCE NO. 3462

ANNUAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2012 - 2013

AN ORDINANCE AMENDING ORDINANCE 3449, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 APPROPRIATING THE SUM OF ~~\$72,705,506~~ \$77,176,229, WHICH SUM INCLUDES ADDITIONAL MONIES RECEIVED BY THE CITY OF COEUR D'ALENE IN THE SUM OF \$4,470,723; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. 3462 IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. 3462, Annual Appropriation Amendment for Fiscal Year 2012 - 2013, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 2nd day of April, 2013.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

March 25, 2013
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS PRESENT

Tom Hasslinger, CdA Press
_____, Spokesman Review

STAFF PRESENT

Doug Eastwood, Parks Director
Mike Gridley, City Attorney
Lt. Bill McLeod, Police
Kenny Gabriel, Fire Chief
Renata McLeod, City Clerk
Jim Remitz, Project Manager, Wastewater
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant
Wendy Gabriel, City Administrator
Bobby Gonder, Fire
Troy Tymesen, Finance Director

Item 1. Approval of a Quitclaim Deed from Idaho State Transportation Board to the City for the Fernan Lake Natural Area.
(13-021)

Mike Gridley noted that this item came before the General Services Committee last fall. This is an issue of insuring permanent access to the City's public land. ITD has agreed to grant an easement. Mr. Gridley said there was an issue from neighbors that this would increase the use of that area. However, it is his understanding that that issue has been remedied. This quitclaim would grant to the City a 24 foot wide and 30 foot long access point to access the city's property. Staff is requesting Council accept the quitclaim deed.

Councilman Adams said he knows the home owners association had some a concern with deed restrictions in the 2008 quitclaim deed. Something about a deed restriction from the larger parcel with the booster station. Though he said it looks like this Quitclaim deed language clears it up.

Mike said that is a good point and said the other bit has been discussion with the neighborhood so they know more about what the property is going to be used for. He said legally, the neighborhood would not have standing to enforce a deed restriction in the other deed. However, the City could or ITD could.

Councilman Edinger asked if there would be fencing installed around the area. Bill Greenwood responded, not at this time. That may be an issue discussed as the area is master planned.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 13-021 accepting the Quitclaim Deed with the Idaho Transportation Department to the City for a 24 foot wide and 30 foot long piece of land in the Fernan lake Natural Area to allow public access across state owned land.

Item 2. Approval of the Intergovernmental Agreement for Automated Records Retrieval and Electronic Sharing Technology (A.R.R.E.S.T.)
(13-021)

Lt. Bill McLeod said about once a year they make this request. The PD is part of A.R.R.E.S.T. This agreement is administered through the Spokane Police Department and made up of agencies including Kootenai County Sheriff, Bonner County Sheriff, Spokane County Sheriff, Liberty Lake, Airway Height, and Cheney Police Department. The agreement is with West Bay Information Sharing System that is administered through the San Mateo Sheriff's Office or West Bay Information Sharing System in California. This agreement will allow the

PD to share information from a records management system with WBISS. This is the same information shared with other agencies in the past.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution 13-021 authorizing the PD to enter into an agreement with the County of San Mateo Sheriff's Office / West Bay Information Sharing system (WBISS) to share police information among all the participating agencies.

**Item 3. Approval of the Digital Evidence Retention System (VIPER) hardware upgrades.
(Consent Calendar)**

Lt. Bill McLeod said the acronym VIPER is for Video Indexing Program For Evidence Retention. Lt. McLeod explained that VIPER a program that the city's I.T. Department put together for PD around 2007. The system stores digital media; audio, pictures and scanned documents for evidence. Staff is requesting authorization to purchase 12-2TB SATA hard drives and a storage shelf to house the hard drive using the funds formerly allocated to the purchase of the APS Smart Number Server system to increase the storage capacity of VIPER for an estimated cost of \$7,684.00. Lt. McLeod noted in his staff report that in the FY 2012-2013 budget, there was a line item set for the purchase of an APS Smart Number server system of \$10,000. There was an E-Ticket problem with numbering and in speaking with the company in late 2011-early 2012; they felt the solution was this server. In December, 2012, however, the Police Department and I.T. staff had a phone conversation with the company to determine how to proceed with the server purchase. During the conversation, it was deemed to be a software issue and not a hardware purchase need. The problems were addressed and the server was no longer needed. Upgrading the storage capacity of VIPER will continue to be a cost effective solution of storing / maintaining digital evidence in a secure and federally mandated compliant manner. The hardware was researched by the City's IT division and will be purchased through HP, an authorized vendor for both the City and the WSCA contract Master Price Agreement. The City IT Department has been involved and also approves of this purchase. They are willing to assist with the installation of the hardware.

Councilman Kennedy asked if there is a security reason that this information needs to be stored locally rather than stored on a cloud based server, which could be at a much lower cost. Lt. McLeod said he believes the information would need to be stored locally for security reasons. He said the Legal Department would need to make that final determination. Councilman Kennedy said he'd give Brandon Russell a call to discuss the cloud server question.

Councilman Edinger asked if this is a budgeted item. Lt. McLeod said yes, the \$10,00 was budgeted for the E-Ticket problem but they now want to use the funds for the hardware upgrade to VIPER.

Councilman Adams asked what happens with the \$2,300 savings. Lt. McLeod believes the funds would stay in the PD budget.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council authorize the purchase of 12-2TB SATA hard drives and a storage shelf using the funds formerly allocated to the purchase of the APS Smart Number Server system to increase the storage capacity of VIPER.

**Item 4. Memorandum of Agreement with Kootenai County for the FireSmart Program.
(13-021)**

Councilman Kennedy said this is another item that council has approved several times over the years. Chief Gabriel said this is an update of the MOU with the County that gives the FD the ability to 1) Be grant compliant,

which is a big deal because we like those mitigation funds and 2) Is to work with the County to have the ability to go back and inspect those homes that have received the money and to give the homeowners material to educate them and do what we can to keep those properties safe.

Bobby Gonder said the County will send out a letter with an attached agreement permission to inspect. The FD will not go back to inspect until they have this signed agreement.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 13-021 approving a Memorandum of Understanding with Kootenai County for maintenance of homes who have participated in the FireSmart Program.

**Item 5. Naming Opportunity Agreement with Panhandle Parks Foundation.
(13-021)**

Bill Greenwood said this is about an opportunity for people to donate some funds to the park system. Mr. Greenwood noted from the staff report that the Naming & Sponsorship Opportunity guideline as adopted June 19, 2012. The purpose of the guideline is to assist the City and the Parks Department with naming & sponsorship opportunities for various park amenities and to assist with requests/solicitations, receiving of gifts, cash and land. The attached MOU with the Panhandle Parks Foundation provides a mechanism for the Parks Department to generate funds to help offset the demand for new parks and trails and to help with infrastructure repair/replacement. Several organizations and service clubs have said they would like to sponsor projects within the parks however they cannot make the financial commitment in one lump sum. They would like to make the contributions over several years. This is not uncommon, other communities are accepting donations/contributions for projects over multi-year periods, some up to ten years. There is no cost to the city to implement the MOU. The Foundation would withhold 15% of the donation, not to exceed \$3,750.00, to cover their administrative costs which includes such things as meeting with prospective donors, executing agreements, following up with terms of agreements, filing reports, presenting reports to the City, managing and distributing funds at the request of the City, and the foundation is required to file annually with the IRS.

Councilman Kennedy said they've seen this a couple of times over the last year through the various committees. He noted that some of this came about by citizen requests to make donations and wanting to name it after somebody.

Mr. Greenwood agreed and said there is a policy that is real clear about the naming guidelines.

Discussion ensued regarding the various committee's input into the content of the MOU.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 13-021 approving the Memorandum of Understanding with the Panhandle Parks Foundation to assist with naming and sponsorship opportunities within the park system.

**Item 6. Citizen request for Permit of Cycle Pub.
(Information Only)**

Renata McLeod said staff is looking for Council input whether they want staff to spend more time on this request. The request is from Mr. Mark Brown who operates the same type of business in Boise. It's called Cycle-Pub. Currently, our city code would not allow for this type of business on city streets based on the open container laws. Mrs. McLeod said if the Council is interested in allowing this business by Mr. Brown, we would need Council to direct staff to look at what ordinances would need amended.

Mrs. McLeod said the Cycle-Pub operation has 12 passengers that peddle, 2 that do not. They have small powered motor that will help them get up hills, if needed. She noted that there may be some issues with who can operate that motor vehicle and things like that.

Councilman Edinger asked if they will furnish the alcohol and, if so, what kind? Mrs. McLeod said she is not sure if they serve the alcohol or just allow them to bring it onboard with them. It is her understanding that in Boise they are allowed to consume alcohol while riding the Cycle-Pub.

Councilman Edinger asked if they will be selling alcohol on the Cycle-Pub. Mrs. McLeod apologized for not knowing that answer. She said there was some miscommunication with Mr. Brown in that she thought he would be attending this meeting.

Councilman Edinger asked about the 'benefits' noted in Mr. Brown's proposal and asked how local business would be benefited by this proposed business. Mrs. McLeod said she supposed that since the route takes them from one location to another that maybe the Cycle-Pub would be stopping at different locations where the Cycle-Pub would patronize those business'.

Councilman Kennedy thinks this could be a fun thing for people to be able to do in a tourist town. However, there are too many questions still to be able to direct staff to research this further.

Councilman Adams said one of the questions is whether they are going to serve alcohol on the Cycle-Pub.

Councilman Kennedy and Edinger would like some input from the City's Police Department on this proposal. Councilman Adams would like to hear input from citizens abutting the proposed route.

Councilman Edinger asked how many city ordinances would need to be amended to allow for this type of business. Mr. Gridley said the open container ordinance for sure. The City also has restrictions where alcohol cannot be served within so many feet in relation to schools, playgrounds, etc. that would need to be looked at, depending on the route of the Cycle-Pub.

MOTION: by Councilman Edinger seconded by Councilman Adams to table this item until a time that Mr. Brown can present this item in person to provide additional information than what is contained in the packet today.

**Item 7. 2013 Wastewater Open Trench Project – Bid Award.
(13-021)**

Jim Remitz said this is their annual Open Trench Projects that they go through design and construction every year to identify which lines to rehabilitate/replace. This one is off Fernan Lake road between Fernan Court and Fernan Lake. He explained that they discovered a deficiency in their sewer line that runs in the residents back yards. The project will replace that backyard sewer line within Fernan Lake road then reconnect all the property owners to the new piping. Mr. Remitz is requesting Council award the bid to MDM construction, Inc. for the submitted bid price of \$355,650.00.

Councilman Kennedy asked if there was an engineer's estimate prior to the bid. Mr. Remitz said yes, it was \$460,000. Councilman Kennedy asked if a bid this low gives them any cause for concern? Mr. Remitz said of course. However, the low bidder has not notified them of wanting to withdraw the bid. Mr. Remitz said they require a bid bond so they don't get frivolous bids. Mr. Remitz said they are confident they can do the work because they did last year's Open Trench Project.

Councilman Edinger asked if they will have sub-contractors. Mr. Remitz responded no. Two of the homes will have to install a sewage lift station in their back yard in order for them to pump up into sewer main. The homeowner will employ a sub-contractor for that work. MDM didn't list any sub-contractors. However, for paving they may.

Councilman Edinger asked about the agreements with the residents. Mr. Remitz said they are working on that. They have approximately 9 of the 14 needed. They won't issue a notice to proceed to the contractor until all the agreements are signed and approved by council. Staff is hoping to send the bid award to the next council meeting for approval with the condition that staff has executed all 14 agreements before the notice to proceed is given. Councilman Edinger asked what if someone won't sign the agreement. Mr. Remitz said they've thought about that. If one is a hold-out, staff discussed issuing a stipend of say \$3,500 for the homeowner to hire their own contractor. Mr. Remitz said they will abandoned the old line and install a new line so there would be a deadline to have the work done. This is why the City is choosing to have a contractor come in and do the work. Mr. Remitz said this is an unusual circumstance in that they don't usually go onto private property to do work.

Councilman Adams asked what would be a reason someone might hold-out? Mr. Remitz said he does not know. They've been in contact with all residents over the last year and a half. They've had two neighborhood meetings and three different mail outs explaining the concept of what needs to be done. The residents are all aware of the facts and that the city is starting the project soon. Mr. Remitz said he will make some phone calls this week to those who have not yet signed.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 13-021 awarding the bid to MDM Construction, Inc. for the 2013 Open Trench Project for the submitted bid price of \$355,650 contingent upon the execution of all 14 agreements with homeowners.

The meeting adjourned at 12:40 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary