



Coeur d'Alene

CITY COUNCIL MEETING

May 5, 2009

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
APRIL 21, 2009

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene Library, April 21, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

Al Hassell)	Members of Council Present
Mike Kennedy)	
John Bruning)	
Deanna Goodlander)	
Loren Ron Edinger)	
Woody McEvers)	

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

INVOCATION was led by Pastor Dick Hege, Coeur d'Alene Bible Church.

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

PROCLAMATION – CELEBRATION OF ARBOR DAY WEEK: On behalf of Mayor Bloem, Councilman Goodlander read the proclamation designating the week of April 20th at Arbor Day celebration in the City. Urban Forestry Student Representatives Katy Hudson and Christina McCullough accepted the proclamation, outlined the planned activities for the week, and distributed an Arbor Day button to each Councilman.

PRESENTATION – CONNECTING LEARNING TO LIFE: Sharon Strand, Associate Professor at Lewis and Clark State College through the RN Bachelor of Science program presented an overview of their “connecting learning to life” project that they completed at St. Vincent DePaul. She noted that they are always looking for community service sites for the students to complete their “Connecting Learning to Life” projects. Councilman Bruning, on behalf of the Board of Directors at St. Vincent DePaul, thanked Professor Strand for her work at St. Vincent DePaul.

PRESENTATION – 2007-2008 FINANCIAL AUDIT: Tony Hackwith with the accounting firm of Magnuson McHugh & Company presented their findings of the recently completed city financial statement audit for fiscal year 2007-2008. She announced that the City received an unqualified or clean opinion of the financial practices done by the City. Finance Director Troy Tymesen noted in the General Fund that although the expenditures in 2007 and 2008 appear to be over the revenues, the City had set aside funds for one-time payments for the Kroc Center and the new library. He also noted that in 2008, management tightened their belts and thus the City has a manageable fund balance for the coming year.

BOY SCOUT TROOP INTRODUCED: Councilman Hassell introduced Coeur d'Alene Boy Scout Troop No. 3 who was in attendance at tonight's meeting as part of their effort in obtaining a Communications badge.

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

CONSENT CALENDAR: Motion by Kennedy, seconded by Edinger to remove Item 3e (Contract for Tubbs Hill Tours) from the Consent Calendar. Motion carried.

Motion by Goodlander seconded by Edinger to approve the remaining Consent Calendar items as presented.

1. Approval of minutes for April 7, 2009.
2. Setting General Services Committee and Public Works Committee meetings for April 27th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 09-017: 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 DECLARATION OF SURPLUS PROPERTY – 3 CITY VEHICLES; DECLARATION OF SURPLUS PROPERTY – CERTAIN COMPUTER HARDWARE; APPROVAL OF AN ENCROACHMENT AGREEMENT WITH COEUR D'ALENE GARDEN AND GALLERY, INC.; APPROVAL OF A REVOCABLE LICENSE WITH CECIL AND CAROL WILLIAMS TO CROSS PUBLIC PROPERTY WITH AN RV; AWARD OF CONTRACT TO ROW ADVENTURES FOR TUBBS HILL TOURS AND LAKE COEUR D'ALENE KAYAKING TOURS; APPROVAL OF SS-12-08 – FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR PEREIRA, 2ND ADDITION; AWARD OF BID AND APPROVAL OF CONTRACTS WITH ZENON ENVIRONMENTAL CORPORATION & BLUE WATER TECHNOLOGIES INC., FOR THE PRE-PURCHASE OF WWTP LOW-PHOSPHORUS PILOT FACILITY EQUIPMENT AND APPROVAL FO THE ANNUAL USLA LIFEGUARD TRAINING AGREEMENT WITH THE CITY OF HAYDEN.
4. RESOLUTION 09-018: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO REPEALING RESOLUTION NO 07-037, WHICH ESTABLISHED A NO PARKING / TOW AWAY ZONE DIRECTLY ADJACENT TO THE FEDERAL COURTHOUSE BUILDING.
5. RESOLUTION 09-019: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING AN IDENTITY THEFT PREVENTION PROGRAM.
6. Approval of free horse-drawn carriage rides in the Downtown area.
7. Approval of bills submitted and on file in the City Clerk's office.
8. Approval of Findings and Order for ZC-1-09 – zone change at US 95 and Hanley Ave.
9. Approval of beer/wine license for Rocking Robin Café at 3650 Government Way.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

CONSENT CALENDAR ITEM 3E – TUBBS HILL HIKING AND LAKE COEUR D’ALENE KAYAKING TOURS:

Peter Grubb, 1394 S. Kicking Horse Lane, owner of ROW, submitted a proposal for conducting hiking tours on Tubbs Hill and kayaking tours on Lake Coeur d’Alene. He noted that the agreement will be to allow two groups a day to take tours for two months of the year. He believes that by doing guided tours of Tubbs Hill it will create a better understanding of the eco-system of the hill. He noted that there is a need for guided tours of Tubbs Hill as recommended in the Parks Master Plan that was created last year. He also agrees that he does not want to commercialize Tubbs Hill. In summary tonight’s decision is to approve a trial permit from a May-September time period and for no more than 12-14 people in a group, and not the commercialization of Tubbs Hill.

Councilman Kennedy believes that the pilot project was to be for July and August. Doug Eastwood did not recall exactly what the time frame was but recommended May through September to be in line with the concessions available on other city property.

Linda Wright, 328 S. 15th Street, spoke in opposition to any tours on Tubbs Hill. She believes there are enough people on Tubbs Hill now and we do not need to bring more people to the hill. She noted that she had circulated a petition and had collected over 900 signatures. She commented that free guided tours are being organized by the City Fire Department so there is no need for paid tours.

Councilman Kennedy commented that he received a call from a resident that did not sign the petition because she believed that the petition was not presented in the way in which the proposed tours will be conducted but rather in an alarmist view. Ms. Wright read the petition for clarification. Councilman Kennedy noted that he had learned that people are already giving tours on Tubbs Hill, so if Peter and ROW did not come forward, they would not be any different from those who are currently giving paid tours. Ms. Wright responded that she believes that his tours would be different in that they would be permitted to do so. She also believes that it would be okay to have commercial photographers use Tubbs Hill. In regard to having yoga classes in city parks she sees that as beautiful and she will be holding her stride class at City Park this year.

Ruth Spencer, 1380 E. Elderberry Circle, voiced her concern that although she does not see a food cart on Tubbs Hill, she has a concern of permitting a commercial activity on Tubbs Hill. She also believes that people will have to move over when encountering the tour groups and that is not fair. She opposes commercialization of Tubbs Hill in that allowing one commercial activity on Tubbs Hill is betraying the public trust.

Roberta Manley, 3855 N. Honeysuckle Drive, commented that her brother-in-law, Art Manley, dearly loved Tubbs Hill. She believes that it takes time to enjoy Tubbs Hill and a tour would not allow this to happen.

Josette Shults, 5552 W. Highland Drive, Coeur d’Alene, commented that she would thank God for her ability to walk Tubbs Hill. She believes that Tubbs Hill was not intended to be for commercial tours and was paid for by the citizens of Coeur d’Alene. She believes that City Park and City Beach are overrun with tourists. She believes that a

guided tour would create an obstruction to others walking the hill. She suggested that ROW find another location for their tours as all tours do not have to be downtown.

Dave Konigsberg, 1716 N. 7th Street, noted that in national parks it is private business that operates the concessions, guides, etc. and as an employee of ROW he sees his company as a partner with the Parks Department. He believes that with the responsibility of ROW they will leave the hill cleaner than those who currently use the hill. He asked the Council to consider the one-year trial as it would bring a valuable asset to the community.

Monica Donegan, 7327 W. Highland Drive, Coeur d'Alene, believes that Tubbs Hill is for the residents of Coeur d'Alene and it should not be called a park but rather a natural reserve and should be protected as such. She believes that the natural habitat should be preserved and any commercial endeavor would undermine that.

Barbara Fillmore, 1215 E. Lakeshore Drive, believes that if you put the kayaks at the 12th Street Beach on East Lakeshore there would not be any room left for the beachgoers. She had done tours with ROW but believes that we need to stand as stewards of the area. She believes that the hill is already congested with locals and visitors and we need to oppose this endeavor.

Terry Brenton, 1319 Front Street, commented that ROW's precedence requesting to provide these tours demonstrates a non-understanding of the sacred nature of Tubbs Hill.

Joseph Roberts, 1010 E. Garden Street, believes that Tubbs Hill is something that the residents feel passionate about and feels that one tour group could not be allowed without allowing other tour groups. He noted that Tubbs Hill allows dogs on the hill and having a group as large as being proposed it will make the dogs uncomfortable. He believes that the hill is unique in that it is not a manufactured park.

Emily Holloway, 803 Front Street, spoke in opposition to allowing the guided tours. She noted that Tubbs Hill already has 1,000-2,000 people on the hill today and a 15-person tour would be too much.

Elizabeth Brinton, 1310 Ash Ave., believes that the 12th Street beach is already congested and there is not enough room for the kayaks. She believes that there is a safety issue at this beach. She sees Tubbs Hill as one of the last places where someone could find solitude.

Scott Shellman, 2192 E. Grand View Drive, recently visited Oregon and did a guided tour for snowshoeing. Having grown up here, he thought he knew about flora and fauna but this tour showed him more than he realized. He believes that the ROW tour would provide that same educational value for Tubbs Hill. He believes that sharing our natural resource with the tourists will help them preserve the quality of the water and Tubbs Hill. He noted that the tour group size is for up to 14 people but believes that the group size will be smaller and could be only 3 people. He commended ROW for approaching the City before doing the tours as he knows for a fact that there are other companies doing tours without permission.

Jason Wayne, 522 E. Foster, as a previous guide, does not see guided tours on Tubbs Hill as a way to ruin. He believes that guided tours will educate the people to help protect Tubbs Hill. Guided tours energize those people to help protect our natural resources. He encouraged the Mayor and Council to consider permitting the guided tours on Tubbs Hill.

Melody Brenton, 1319 Front Street, opposes having commercial tours on Tubbs Hill as it will open the door for other commercial activities.

Mary Ayers, 1307 Ash, expressed her concerns of having kayakers coming into the 12th Street beach as they will crowd the people out. She commented that when she kayaks she takes one or two kayaks, not 14 at one time.

Parks Director Doug Eastwood explained how the idea of guided tours began. He commented that the issue has been discussed several times over the past several months. He had originally received a request from Peter Grubbs and Peter has met with the Tubbs Hill Foundation twice who gave their approval on the concept. He then met with the Parks and Recreation Commission in both a workshop setting and at a regular meeting. He then went to the General Services Committee to present ROW's proposal. The Council then approved advertising for RFPs for a one-year trial of guided tours. He noted that several of our parks have seen changes as we continuously evaluate the usage of our Parks including Tubbs Hill. He recalled that one concept was conducting a prescribed burn on Tubbs hill which met with initial opposition. He recalled that when the devastating ice storm hit there were helicopters logging these down trees off Tubbs Hill and many people felt a logging operation would have ruined Tubbs Hill. Trail improvements, bridge repairs, trail widening, have all met with resistance. He does not believe that ROW will have a negative impact on Tubbs Hill and will not open the door for other commercial activities. He noted that Tubbs Hill is not a true natural park, as the Parks crews have made the trails, built the bridges, and constructed the retaining walls. Education, he believes, is the best means of preserving Tubbs Hill. Today, people are picking flowers and removing natural flora from Tubbs hill and guided tours would inform people of better park practices. ROW would not be doing anything different than what city staff currently does; however, the City does not have the manpower to continually conduct tours and thus ROW would provide that service. He noted that the hours of the tours were moved to an earlier time. He commented to the question "Can we say no to someone else?" that, yes the City can, similar to what we do with the food concessionaire at City Park.

Councilman Goodlander noted that a part of previous discussions was that people currently use our city parks for commercial profit and this type of agreement would help regulate this type of activity. Doug responded that currently if there was a conflict with these commercial users the Parks Department would hear it on a complaint driven basis. He believes that the only way we can regulate it is to manage the commercial usage of public parks. He believes that this one year trial will allow us to see if this will help manage the commercial use of city property.

Councilman Hassell noted that currently there are commercial tours being conducted on Tubbs Hill and with this agreement wouldn't it eliminate the other commercial activities. He noted previously the City had allowed several concessionaires at City

Park and the City went to one concessionaire which ended a lot of the conflict in City Park. Doug Eastwood agreed that if we don't manage what is going on out there, it will only grow.

Councilman Edinger noted that he had been involved in purchasing Tubbs Hill and the name Art Manley was mentioned and he knew Art pretty well and agrees with what Mrs. Wright said that Art would not have approved commercializing Tubbs Hill, nor would Scott Reed or Dr. Fox. Another individual was former Parks Director Red Halpern and Councilman Edinger had spoken with his widow today who commented that Red was 100% opposed to any commercialization of Tubbs Hill. Several years ago, the City Council, the Coeur d'Alene Jaycees, and other groups organized to purchase Tubbs Hill to get it away from Idaho Water Company. He noted that other areas were offered but they focused on Tubbs Hill and for the past 30 years that he has been on the City Council, Tubbs Hill has been a treasure for him and his family. He noted that at the Tubbs Hill Foundation meeting he voiced his concern of commercializing Tubbs Hill. He believes that anyone who has lived here any length of time knows you have to respect and cherish certain things, Tubbs Hill and McEuen Field are two of those things and, again, he does not believe that Art Manley would be in favor of commercializing Tubbs Hill. He does not want any commercialization on Tubbs Hill as it is a landmark and a treasure of this community and once you start screwing around with treasures you will begin to lose that treasure and as long as he is above ground he will fight to keep those treasures.

Councilman Kennedy is not on the General Services Committee or the Tubbs Hill Foundation or the Parks and Recreation Commission and all his information comes from committee reports and staff reports, He had asked if Tubbs Hill was such a special resource that it requires special consideration from other parks and the answer he received was yes. He did not know Art Manley well, but he knows he loved Tubbs Hill. He had received a letter from Kootenai Environmental Alliance who were generally supportive of ROW but noted that any additional effort for commercial endeavors on Tubbs Hill would be a concern. Councilman Kennedy also believes that if it was anyone else other than ROW that offered these tours he would be voting no for the tours. So, he is going to vote no on this request and not because of ROW but because citizens have voiced that Tubbs Hill is a precious resource for them and we need to protect it.

Councilman Bruning thanked everyone who came tonight and voiced their concerns. He noted that there have been seven meetings on this item. As with Councilman Edinger he is very concerned about Tubbs Hill. He does look at it a little differently in that he knows that commercial tours are currently being conducted on Tubbs Hill, so he looks at the management side of it and he sees this as controlling what is going on, on Tubbs Hill. He does not feel that this would lead to other commercial endeavors on Tubbs Hill. He does have a concern with the kayaks on Sanders Beach. He noted that this would be a one-year trial and knows that Doug Eastwood and his crew will closely monitor these activities. He hopes that there is a way to lessen the impact on the beach at 12th Street. He noted that having been in land management his whole career he knows that managing it is the best way to preserve it.

Councilman McEvers has heard a lot of interesting things such as this is the last refuge, pure nature, no traffic, the solitude, and the passion that was expressed tonight was

overwhelming. He heard about protecting the hill and what has been done to protect it. For him, the bottom line is setting a precedent and he believes that this would perpetuate itself and it could come back to bite the City. On a final note, he questioned if we really needed to do this, and he does not believe so.

Councilman Goodlander noted that she was raised at 1111 Front Avenue and she was raised on Tubbs Hill. She heard the people say that Tubbs Hill is important and that we need to preserve it. She believes that when we have committees and commissions who are volunteers making decisions and recommendations to Council it has always been her feeling that she needs to follow what they say; however, tonight with the public's outcry, she initially thought she needed to follow the recommendations but tonight she is going to change her vote to no.

MOTION: Motion by Kennedy, seconded by Edinger to reject the proposed agreement with ROW for kayaking and hiking tours on and around Tubbs Hill.

DISCUSSION: Councilman Hassell asked if Council was going to include any tours on Tubbs Hill in the motion. Councilman Kennedy believes that tonight they just need to deal with the request at hand and would like to have some study and research to create some preservation regulations for Tubbs Hill. He would also strongly recommend that Peter Grubb be placed on this committee.

ROLL CALL: Edinger, Aye; Hassell, No; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, No. Motion carried.

Mayor Bloem noted that she did not want to have this contract from the beginning. She commented that the only way to change a space is to get to know it better and to value it. She believes that our predecessors knew the value of Tubbs Hill. She also commended Peter Grubb for doing the right thing and coming to the City Council first.

RECESS: Mayor Bloem called for a recess at 8:10 p.m. The meeting reconvened at 8:20 p.m.

COUNCIL COMMENTS:

COUNCILMAN BRUNING: Councilman Bruning thanked everyone who helped clean up the Prairie Trail and Centennial Trail. He noted that over 100 people participated in the clean up efforts. He announced that May is National Bike Month and May 11-16th is Bike to Work week. He announced that the registration for summer boys and girls slow-pitch softball for ages 5-12 will be May 4-15; Co-Ed youth slow-pitch softball for ages 13-15 will be May 18-June5; youth and adult tennis classes will be June 4-12; and the learn to swim registration is from July 5-8.

COUNCILMAN GOODLANDER: Councilman Goodlander reported that the Community Garden is coming along well. She noted that the Parks Department helped by leveling the land and the Water Department is providing opportunities for water saving measures. There are 40 plots for people to garden. Some of the plots are being used so their produce will go to food banks and Lake City Senior Center. She

announced that the grand opening ribbon-cutting will be this Saturday and she extended an invitation to the City Council to attend this ribbon cutting. She has been watching the remodeling at Fire Station 1 and commended the Fire Department as it is looking very nice.

APPOINTMENTS – PLANNING COMMISSION AND ARTS COMMISSION:

Motion by Kennedy, seconded by Edinger to re-appoint Heather Bowlby, to appoint Lou Soumas to the Planning Commission, and to re-appoint Fred Olgram to the Arts Commission. Motion carried.

ADMINISTRATORS REPORT: City Administrator Wendy Gabriel announced 4th Street project bids will be opened on April 28th. The Northshire Park equipment replacement project is back on schedule and it is anticipated that the playground will be ready by April 27th. The swimming buoys are being placed along City beach. Please remember that dogs are required to be on leashes on Tubbs Hill. The Fallen Heroes Plaza construction has begun with completion being anticipated by the end of June. The City has launched a new blog to enhance community awareness and is available through the City’s web site at www.cdavid.org and click on “City of Coeur d’Alene Today”. Councilman Goodlander also reminded people to pick up their dog’s droppings.

COUNCIL BILL NO. 09-1010
ORDINANCE NO. 3358

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 12.36.015, 12.36.205, 12.36.235, 12.36.300 AND 12.36.305 TO REPEAL THE DEFINITION OF CUTTING BACK AND DROP CROTCH PRUNING AND ADOPTING A DEFINITION FOR CROWN REDUCTION; 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: Karen Haskew noted that the city recently adopted the American National Standards which had not been updated since 1972. She noted that there are some new definitions such as drop crotch pruning is now called crown reduction. Because of these type of changes, this ordinance amends the City’s code to update the ordinance to reflect the newly adopted standards definitions.

Motion by Goodlander, seconded by Hassell to pass the first reading of Council Bill No. 09-1010.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

Motion by Edinger, seconded by Kennedy to suspend the rules and to adopt Council Bill No. 09-1010 by its having had one reading by title only.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye. Motion carried.

COUNCIL BILL NO. 09-1011
ORDINANCE NO. 3359

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNIT/ACRE), SAID PROPERTY BEING DESCRIBED AS A +/- 40,000 SQ. FT PARCEL AT 2903 4TH STREET; 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 by Hassell, seconded by Goodlander to pass the first reading of Council Bill No. 09-1011.

ROLL CALL: McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 09-1011 by its having had one reading by title only.

ROLL CALL: McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

PUBLIC HEARING – CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER): Mayor Bloem read the rules of order for this public hearing. Project Coordinator, Renata McLeod, and Nelle Coler from Panhandle Area Counsel gave the staff report.

Mrs. McLeod presented the City's first annual CAPER report for HUD funding. She noted that the report is available on the City's web site and is open for public comments until April 30, 2009. She reported that the City spent 20% of the funds for administration, 52% to increase housing for special needs/homeless, 8% for sidewalk rehabilitation, and 20% for neighborhood revitalization/code enforcement. Nelle Coler reported on the emergency minor home repairs projects have been completed using the HUD funding. She noted that the City had changed this funding from a loan type of program to a grant program. Ms. Coler noted that one of three national objectives must be met by the City, which are - benefit low to moderate income persons, aid in the prevention of slum or blight, or meet an urgent need. Mrs. McLeod also noted that the

City must also have an eligible activity besides meeting the national standards including housing. She reviewed the five goals established by the Council for HUD funding. Mrs. McLeod reported that they had a community meeting last week and had asked those attending for their recommendations on how the money could be spent. She reviewed the top six recommended objectives presented by the group. Ms. Coler presented the proposed 2009 Action Plan for this year's HUD funding. Mrs. Coler noted that they are forming an ad hoc committee to oversee the activities of the HUD funds. Mrs. McLeod reiterated that the public can submit their comments until April 30th to her, Renata McLeod, at City Hall 710 E., Mullan Avenue, Coeur d'Alene Idaho.

Councilman Goodlander noted that before we became an entitlement city we received CDBG funds from the state and asked if this change comes with different criteria. Mrs. Coler noted that the State has the same three criteria as the national criteria requirements.

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

MOTION: Motion by Goodlander, seconded by Kennedy to approve the Consolidated Annual Performance and Evaluation Report and authorize staff to submit the report to HUD. Motion carried.

Councilman Kennedy thanked the people at Panhandle Area Counsel and Mrs. McLeod for all their work on this program and believes that our first year was a success.

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345 §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel as executive session does not satisfy this requirement; and § J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement.

ROLL CALL: Edinger, Aye; Hassell, Aye; Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye. Motion carried.

The Council entered Executive Session at 8:55 p.m. Members present were the Mayor, City Council, City Administrator, City Attorney and Deputy City Administrator. Matters discussed were those of litigation and claims.

No action was taken and the Council returned to their regular session at 9:20 p.m.

LANGLEY SUIT: Motion by Hassell, seconded by McEvers to settle the Langley law case. Motion carried.

NUNN CLAIM: Motion by Edinger, seconded by Hassell to take no action with the Terri Nunn claim. Motion carried.

ADJOURNMENT: Motion by McEvers, seconded by Hassell that, there being no further business before the Council, the meeting is adjourned. Motion carried.

The meeting adjourned at 9:22 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM,
APRIL 16, 2009**

The Mayor and Council of the City of Coeur d'Alene met in a continued meeting of said Council at the Coeur d'Alene Library Community Room, April 16, 2009 at 6:00 p.m., there being present upon roll call the following members:

Mayor Sandi Bloem

Loren R. Edinger)	Members of Council Present
John Bruning)	
Mike Kennedy)	
Deanna Goodlander)	
A. H. "Al" Hassell, III)	
Woody McEvers)	

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

ANNUAL COUNCIL STRATEGIC PLANNING: City Administrator Wendy Gabriel welcomed the Mayor, City Council and staff to the annual Council's Strategic Planning session. She noted that over the past several years staff has presented goals that required new dollars; however, this year's budget process will have the challenge of meeting revenues anticipated in light of today's economic climate. Tonight staff is presenting ideas that focus on efficiencies, cost saving strategies and continuous improvements.

Deputy City Administrator Jon Ingalls reviewed the accomplishments that had been made on the priorities set last year and other accomplishments of the City staff.

RECESS: The Council recessed at 7:20 p.m. The meeting reconvened at 7:35 p.m.

2009-2010 STRATEGIC GOALS: City Administrator Wendy Gabriel presented the Department Heads proposed cost savings ideas.

Councilman McEvers asked about Electrical Inspections. Ed Wagner suggested that it would generate enough money to pay for the additional staff to do the inspections.

Councilman McEvers asked about the Viper program. Wes Somerton said that Viper saves in materials in that instead of making several copies of reports from Police Department to distribute to various entities, they use the electronic program.

Councilman McEvers asked about the fiber network. Kirk Johnson explained that currently fiber network costs various government entities in town approximately \$21,000/month; however, since XO communications has been purchased the new owner has informed us that the cost will triple when the current contract ends in 2019. The area's government entities are working together to create our own fiber network which would eliminate the monthly service fees. Potential savings would be up to

\$756,000/year. Councilman Hassell asked if technology changes would outdate the fiber network. Mr. Johnson responded that fiber is the least common denominator that would become outdated.

Councilman McEvers asked about expanding credit card services in particular to Parks and Building. Troy Tymesen explained that it is a progression where they are testing the process using utility billing. He is anticipating adding cemetery lot purchases soon.

Councilman McEvers asked about the plan for an arboretum. Doug explained that we currently have a street tree arboretum on Montana Avenue. The purpose was to show residents the what the different types of trees look like before they select a tree to be planted in the public right of way. Mr. Eastwood noted that the City has inherited 16 acres on Fernan Hill with a stipulation that it be a passive use type park. The Urban Forestry Committee recommended creating an arboretum park at this site.

Councilman McEvers asked about evaluating how we can lower the costs of maintaining city buildings. Doug Eastwood explained that Howard Gould, Building Maintenance Supervisor, is working at making city buildings green by doing such things as replacing lighting fixtures in the various buildings.

McEvers asked about saving money on Planning Commission meal costs. Dave Yadon explained that the Planning Commission is willing to cut back on their meal budget.

SELECTION OF STRATEGIC GOALS FOR 2009-2010 FY: City Administrator Wendy Gabriel outlined some of the cost saving/revenue generating ideas that staff is working on and noted that staff has applied for grants including a grant for additional police officers, a grant for additional CDBG dollars, and a grant for a full energy audit of City buildings, clean drinking water grant, and grant funds from KMPO. Staff is also monitoring employee medical insurance costs. City staff has also reviewed all capital purchases and have placed some items on hold for another year.

Mrs. Gabriel presented the Executive Team's list of city wide ideas with the top four items they thought were worthy to pursue this coming year including improving lights and temperature control, restrict travel and training, reviewing the City's fleet use, holding off purchasing new vehicles, creating a bicycle fleet for city staff use for local errands and savings in personnel wages and benefits. She reported that she has met with all employee associations/union and with non-represented employees to discuss some of the cost saving measures the Executive Team is working on including putting a hold on filling some vacancies, and if we find during our budget process we still have a significant gap we will look at personnel benefits including early retirement, voluntary reduction in hours, employee cost sharing in medical insurance premiums, and finally we will consider not providing a Cost of Living Adjustment this year. The resultant savings would be over \$600,000. She noted that in every meeting it appears that, across the board, employees are feeling lucky that they have a job at this time.

Councilman Edinger noted that he understood that the City won't know until July about wages and benefits. Mrs. Gabriel responded that it may be before July what the status of the gap will be when Administration has received the departments' budgets for next year. Councilman McEvers asked about charging rent for sidewalk use. Mrs. Gabriel noted that we currently provide a one payment permit and believe that they could pay a monthly rental fee for use of public sidewalks.

City Administrator Wendy Gabriel concluded that she believes that we will making it through today's economic climate since we have been frugal during the lucrative times. She added that we will be doing some project this year in order to help stimulate the economy such as the Midtown project and a public art funded project, and wastewater treatment plant pilot projects. She noted that we will continue to provide recreation and library activities. She concluded that we are always looking at balance and the Executive team will bring a balanced budget that includes a balance in the services rendered by the city.

Mayor Bloem remarked that it is easy to lead this community because of the model set by staff. On behalf of all the Council and herself she thanked the city staff for all their hard work.

ADJOURNMENT: Motion by Edinger, seconded by that Kennedy, there being no further business, the meeting be adjourned. Motion carried.

The meeting adjourned at 8:15 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, CMC
City Clerk

RESOLUTION NO. 09-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF PUD-3-08 – PLANNED UNIT DEVELOPMENT AGREEMENT FOR BRAUNSEN ADDITION; APPROVAL OF INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY; APPROVAL OF TITLE VI COMPLIANCE REQUIREMENTS – GOVERNMENT WAY PROJECT; ACCEPTANCE OF BID AND APPROVAL OF A CONTRACT WITH SAFCO, INC. FOR THE 4TH STREET IMPROVEMENT PROJECT AND ACCEPTANCE OF BID AND APPROVAL OF A CONTRACT WITH POLIN & YOUNG CONSTRUCTION, INC. FOR THE LANDINGS PARK, PHASE II 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 "1 through 5" and by reference made a part hereof as summarized as follows:

- 1) Approval of PUD-3-08 – Planned Unit Development Agreement for Braunsen Addition;
- 2) Approval of Intergovernmental Agreement for Automatic Records Retrieval and Electronic Sharing Technology;
- 3) Approval of Title VI Compliance Requirements – Government Way Project;
- 4) Acceptance of Bid and approval of a Contract with Safco, Inc. for the 4th Street Improvement Project;
- 5) Acceptance of Bid and approval of a Contract with Polin & Young Construction, Inc. for The Landings Park, Phase II 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 "1 through 5" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 6th day of May, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY COUNCIL STAFF REPORT

DATE: MAY 5, 2009
TO: CITY COUNCIL
FROM: JOHN J. STAMOS, SENIOR PLANNER
SUBJECT: PUD-3-08 – PLANNED UNIT AGREEMENT

DECISION POINT

Approve planned unit agreement for PUD-3-08 “Braunsen PUD”

HISTORY

The Planning Commission approved PUD-3-08 on April 8, 2008 and the Planning Department approved the Final Development Plan on April 15, 2009.

PERFORMANCE ANALYSIS

It has been past practice to memorialize the Final Development Plan, in accordance with Section 17.09.478 of the Municipal Code, by requiring a planned unit agreement that is approved by the City Council, signed by the Mayor and property owner and recorded in the Kootenai County Recorder's Office. This request is in keeping with that procedure.

FINANCIAL ANALYSIS

There is no financial impact associated with the proposed planned unit agreement.

QUALITY OF LIFE ANALYSIS

The planned unit agreement will provide any future buyers of the property with information on the agreement.

DECISION POINT RECOMMENDATION

Approve the planned unit agreement for PUD-3-08.

PLANNED UNIT AGREEMENT

PLANNED UNIT AGREEMENT, entered this _____ day of May, 2009 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as "Owner."

W I T N E S S E T H:

WHEREAS, the "Owner" has received approval for a Planned Unit Development, which Planned Unit Development includes certain terms, conditions and agreements, which the parties wish to memorialize as applicable to the real property to which this Planned Unit Development attaches.

NOW, THEREFORE:

1. The real property to which the below listed terms, conditions, and agreements apply particularly is described as follows:

A +/- 3.1 acre parcel at 3285 Fruitland Lane and legally described as Lots 1 to 3, Braunsen Addition, in the Southeast ¼ of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

- A. Preliminary Planned Unit Development Plan (PUD-3-08) approved by Planning Commission on April 8, 2008.
- B. Final Planned Unit Development Plan (PUD-3-08) approved by Planning Department on April 15, 2009.
- C. List of exhibits.

Exhibit 1- Final PUD Application, dated April 15, 2009.

Exhibit 2- Final PUD plan, dated April 8, 2009.

Exhibit 3- Elevations for building on lot 2, dated August 4, 2008.

Exhibit 4- PUD-3-08 Administrative Interpretation, dated April 15, 2009.

Exhibit 5- Lease agreement between City and St. Vincent's Fruitland Apartments, dated June 3, 2008.

WHEREAS, said terms, conditions, and agreements are on file at City Hall in the Offices the Planning Director, and City Clerk.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 20, 2009

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.

History:

The purpose of this memorandum is to help explain what the attached agreement will accomplish. 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 are other similar information sharing programs in California through the Los Angeles Sheriff's Department. Each separate site is considered a Node. We are currently sharing information with three 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:

Since this is the third such agreement, there is no additional cost for adding the Los Angeles Sheriff's Department CopLink information to the City Police Department's data base.

Decision Point:

Staff recommends the City Council adopt a resolution authorizing the Police Department to enter into an agreement with the Los Angeles Sheriff's Department to share police information among the agencies.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

Automatic Records Retrieval and Electronic Sharing Technology (ARREST)

City of Spokane, WA Spokane Police Department

Spokane County WA Sheriff Office

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 Office

City of Liberty Lake WA Police Department

City of Medical Lake WA Police Department

Bonner County ID Sheriff Office

AND

Los Angeles County Sheriff's Department

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

a. Background: ARREST is a consortium of Inland Northwest Law Enforcement agencies organized in 2005 to share law enforcement information using a COPLINK Solution Suite ("COPLINK ARREST") that was installed by, and is currently maintained by KCC. 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.

ARREST seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK"), a computerized system that was installed by, and is currently maintained by, Knowledge Computing Corporation ("KCC" or "Contractor"), an Arizona Corporation.

The County of Los Angeles, a division of the State of California, by and through the Los Angeles County Sheriff's Department, ("LASD") also maintains information in various case and records management systems. This information is now integrated in a COPLINK Solution Suite (called "IRIS"), that was also installed by, and is currently maintained by KCC.

LASD and ARREST, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, now seek to share the Information in COPLINK LASD and ARREST. The specific technological means for securely connecting both COPLINK Nodes will be approved by both Node Administrators.

The purpose of this agreement ("Agreement") is to outline conditions under which the Agency Parties will share and use Information, and to detail various indemnifications among the Agency Parties and KCC (individually "Party, collectively "Parties").

II. AUTHORIZED RELEASE OF INFORMATION

- a. Sharing of Information: Each Agency Party authorizes the release of Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want certain Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to COPLINK. An Agency Party that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK.
- b. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.

- d. Indemnification: Each Agency Party mutually agrees to indemnify, hold harmless, and defend the other Agency Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. The indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost, or expense that arises out of, or is in any way related to, the performance of services pursuant to the agreement. The indemnity obligation will extend, without limitation, to an injury, death, loss, or damage which occurs in the performance of the agreement and that is sustained by any third party, agent or contractor of an Agency Party. Each Agency Party executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require KCC or the Agency Parties to indemnify any other party from any Claim arising from the sole negligence or willful misconduct of another party. 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 Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.

- b. Release of Information: Agency Parties and 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 an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").
- d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request, and shall immediately provide a copy of the Legal Request to the Source Agency.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

- a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Agency Parties 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.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.
- b. Timeliness of Information: Each Agency Party shall determine the frequency with which its data will be refreshed in COPLINK. In addition, each Agency Party 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, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party 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 enable a user to determine the potential timeliness of each Agency Party's data.
- c. Hold Harmless: To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold

harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V. USER ACCESS

- a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees 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. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal prosecution." The Agency System Administrator shall maintain the signed acknowledgements at all times.
- d. Intended Use: Each Authorized User agrees 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 shall not use or share the information for any unethical, illegal, or criminal purpose.
- e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another user. An Authorized User shall not 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 not release that information, but may refer the requestor to the Source Agency.
- d. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits.

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 Agency 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. AGREEMENT TERMS

- a. Term: This Agreement will commence on the date that it is executed by all Agency 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 Agency Parties and KCC.
- c. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.
- d. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency 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 Agency.
- e. 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 which the defendant is located and shall be governed by the controlling state's law, including any laws that direct the application of another jurisdiction's laws.
- f. 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 Agency Party to this Agreement may terminate this Agreement or any part hereof 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. KCC shall not terminate this Agreement.

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 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.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By: _____

Leroy D. Baca
Sheriff
Los Angeles County Sheriff's Department

Date: _____

Automatic Records Retrieval and Electronic Sharing Technology (ARREST)

By: _____

Date: _____

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 Administrator

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 _____
City Administrator

FOR THE CITY OF COEUR D'ALENE, ID:

Coeur d'Alene Chief of Police approval

_____ Date _____
Chief of Police

_____ Date _____
Mayor

PARTIES TO THIS AGREEMENT

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

By _____ Date _____
City Clerk

FOR KOOTENAI COUNTY, ID

Kootenai County Sheriff approval

_____ Date _____
Sheriff

PARTIES TO THIS AGREEMENT

ATTEST: KOOTENAI COUNTY, ID

By _____ Date _____

County Administrator

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 _____
City Administrator

FOR THE CITY OF MEDICAL LAKE, WA:

Medical Lake Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF MEDICAL LAKE, WA municipal corporation

By _____ Date _____
City Administrator

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

MEMORANDUM

TO:	GENERAL SERVICES COMMITTEE
FROM:	WENDY GABRIEL, CITY ADMINISTRATOR
DATE:	APRIL 27, 2009
RE:	TITLE VI COMPLIANCE

Background: What is Title VI?

Title VI was enacted as part of the Civil Rights Act of 1964. It states that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. (42 USC 2000)

Title VI was further defined in 1994 by Executive Order requiring federal agencies and their recipients identify and address the effects of all programs, policies, and activities on **minority** and **low-income populations**. Yet again, in 2000, Title VI was further defined to require federal agencies and recipients of federal assistance to assess and address the needs of **limited English proficient** persons seeking to access programs and activities.

Discussion:

The City of Coeur d'Alene, as a recipient of federal assistance for its Government Way Project, is required by ITD to provide proof of compliance with Title VI. To be compliant, the City must adopt a policy statement, adopt procedures for handling complaints, and designate a Title VI Compliance officer. Attached for your consideration is a draft of these required documents.

Financial Analysis:

No funds are required to take this action. If the City does not take this action, federal financial assistance for the Government Way Project would very likely be withdrawn.

Quality of Life Analysis:

Once adopted, we will post on the City's web site a link to our Title VI policy statement and complaint procedures. Although we conduct our business and activities on a daily basis without discrimination under Title VI and without discrimination under other statutes covering gender, age, and

disability, having a written policy in place will enhance our efforts.

Recommendation:

It is requested that the City Council adopt the foregoing policy statement and procedures relative to Title VI Compliance.

City of Coeur d'Alene
Non-Discrimination Policy Statement

The City of Coeur d'Alene, hereinafter referred to as "City", assures that no person shall on the grounds of race, color, national origin, sex, age, disability, or retaliation as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (Public Law 100.259), and subsequent related acts, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100.259 (S.557) March 22, 1988.)

In the event the City distributes federal aid funds to a sub-recipient, the City will include Title VI language in all written agreements and will monitor for compliance.

The Title VI Coordinator shall be the City Administrator who is responsible for processing complaints and initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Mandy Gabriel
Signature
City Administrator
Title
04/23/2009
Date

City of Coeur d'Alene Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the City of Coeur d'Alene. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the City of Coeur d'Alene's Title VI Coordinator for review and action.

In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Title VI Coordinator, or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the City of Coeur d'Alene, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the investigative procedures as outlined below.

Please Note This Exception to the Procedures Below: All complaints regarding accessibility for the disabled must be forwarded directly to the Idaho Transportation Department (ITD) for investigation.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as to ITD and/or the US Department of Transportation (USDOT).

The City of Coeur d'Alene will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s)

- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date complaint received by the City of Coeur d'Alene
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the City of Coeur d'Alene has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the City of Coeur d'Alene's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the City of Coeur d'Alene's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the City of Coeur d'Alene. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

City of Coeur d'Alene Title VI Coordinator:
Wendy Gabriel, City Administrator
710 Mullan Ave.
Coeur d'Alene, ID 83814
(208) 769-2300
wendy@cdaid.org

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
Karen Sparkman, EEO Manager, Title VI & ADA Coordinator
PO Box 7149
Boise, ID 83707-1129
208-334-8852
Karen.sparkman@itd.idaho.gov

Federal Highway Administration
Idaho Division Office

Peter Hartman, Division Administrator
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

CITY COUNCIL STAFF REPORT

DATE: May 5, 2009
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: Approval of Low Bidder - 2009 4th Street Improvement Project

DECISION POINT

Staff is requesting the City Council to approve Safco, Inc. as the low bidder for the 2009 4th Street Improvement Project.

HISTORY

The City of Coeur d'Alene received four responsive bids:

Safco, Inc.	\$ 2,129,389.79
MDM Construction, Inc.	\$ 2,376,349.00
Hap Taylor & Sons, Inc. dba: Knife River	\$ 2,705,380.25
Poe Asphalt Paving, Inc.	\$ 3,153,618.00
Engineer's Estimate	\$ 2,262,256.00

FINANCIAL ANALYSIS

The 4th street improvement project is a budgeted project. The City's contribution will come from the overlay fund, water, wastewater and storm water utilities. There will also be contributions from Lake City Development Corporation and the Local Improvement District. The responsive low bidder is within the Engineer's Estimate, therefore we are within budget.

PERFORMANCE ANALYSIS

After the project is complete, 4th Street will have new paving, sidewalks, curbing, storm water system, trees, and upgrades to the water and wastewater facilities. The midtown place making improvements include, pedestrian bulbs, accent intersections at Foster, Roosevelt, Boise, Montana, and Miller Avenue, accent concrete on the sidewalks, a narrower road section from Roosevelt to Boise, accent street lights, additional trees, bus shelters, trash cans, and benches. I expect that construction will begin in the middle of May and the contract gives the contractor 120 days to complete the project.

RECOMMENDATION

Staff recommends a motion to approve Safco, Inc. as the low bidder and authorize the mayor to execute the contract for the 2009 4th Street Improvement Project.

CONTRACT

THIS CONTRACT, made and entered into this **5TH day of May, 2009**, 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 the "**CITY**", and **SAFCO, 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 **1235 W. Buckles Road, Hayden, Idaho 83835**, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the **2009 4th Street Improvement Project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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 complete 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 City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that in no event will the minimum policy limits be less than those provided for under Idaho Code 6-924. A certificate 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 **CONTRACTOR** shall indemnify the **CITY** 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 **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Two Million One Hundred Twenty Nine Thousand Three Hundred Twenty Nine Dollars and 79/100's (\$2,129,389.79)**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end 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 Finance Director.

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 following time limits, the **CONTRACTOR** shall pay to the **CITY** or have withheld from monies due, liquidated damages at the rate shown below, which sums shall not be construed as a penalty.

1. From Notice to Proceed to Substantial Completion – 120 Calendar Days with \$2,500.00 per Calendar day for Liquidated Damages.
2. Substantial Completion to Final Completion – 25 Calendar Days with \$1,250.00 per Calendar day for Liquidated Damages.
3. Failure to meet street paving timeline per block of 22 Calendar Days with \$1,250.00 per Calendar day for Liquidated Damages.
4. Failure to meet sidewalk construction time line per block (each side) of 12 Calendar Days with \$500.00 per Calendar Day for Liquidated Damages.

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 construction 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 hereunder 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 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 in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- | | |
|-------------------------------------|-----------------------------|
| A) Advertisement For Bids | I) Notice of Award |
| B) Information For Bidders | J) Notice to Proceed |
| C) Bid Proposal | K) Change Order |
| D) Bid Bond | L) General Conditions |
| E) Bidding Forms as Required | M) Technical Specifications |
| F) Contract | N) Special Provisions |
| G) Labor and Materials Payment Bond | O) Plans |
| H) Performance Bond | P) Addenda |

No. _____, dated _____, _____

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 OF COEUR D'ALENE
KOOTENAI COUNTY, IDAHO

CONTRACTOR:
SAFCO, INC.

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 5th day of May, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, 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 _____
Residing at _____
My Commission expires: _____

~~~~~

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of May, 2009, before me, a Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_, of **Safco, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**CITY COUNCIL  
STAFF REPORT**

**May 5, 2009**

**From: Doug Eastwood, Parks Director**

**RE: LANDINGS PARK PHASE II CONTRACT AWARD**

**Decision Point:**

Award contract to Polin & Young Construction, Inc. for Phase II of the Landings Park project.

**History:**

We re-bid this project and opened bids on April 27<sup>th</sup>. Polin & Young was the low responsive bidder. Phase I of this project is near completion. The entire Landings Park is scheduled for completion by the end of September, 2009. The property for this park was donated to the CDA Parks Foundation and dedicated as a future park site for the City of Coeur d'Alene.

**Financial Analysis:**

The base bid amount on this phase is \$449,590.00. I also want to include bid alternate #3; small and large picnic shelter installation for \$22,391.00. The shelter distributor includes an installation team that can do the work for \$28,000.00. My preference is to have the low bidder do the work since they can do it for less. The amount of this phase including alternate #3 would be \$471,981.00. Alternates #1 and #2 need further review. It is unlikely that we would do alternate #2; a seal coat on the basketball courts. Alternate #1 is a trellis cover at the splash pad and I need a little more time to evaluate the inclusion of that amenity. The funding for this phase of the park development will be paid out of the Parks Capital Improvement Fund.

**Performance Analysis:**

The Landings subdivision will have over 800 homes and surrounding subdivisions will have at least that many more. Our goal is to provide a ratio of 4 acres of developed park land per 1,000 population. The Landings Park is almost 11 acres in size and will meet the needs of the subdivision and help offset the need in the surrounding area. We are slightly ahead of meeting the 4 acres/1,000 ratio of developed parkland on a city wide basis.

**Decision Point:**

Award a contract to Polin & Young Construction, Inc at P.O. Box 3701, Coeur d'Alene, Idaho 83816 (208-762-9090) in the amount of \$471,981.00 which includes Bid Alternate #3.

## CONTRACT

THIS CONTRACT, made and entered into this 5<sup>th</sup> day of May, 2009, 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 the "**CITY**", and **POLIN & YOUNG 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 3701, Coeur d'Alene, ID 83816, hereinafter referred to as "**CONTRACTOR**",

### WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for construction of **The Landings Park Phase II project** according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

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 complete improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore 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 City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTOR**'s actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insureds in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that in no event will the minimum policy limits be less than those provided for under Idaho Code 6-924. A certificate 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 **CONTRACTOR** shall indemnify the **CITY** 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 **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the **CONTRACTOR** for that item of work. The total amount of the contract shall not exceed **Four Hundred Seventy-One Thousand Nine Hundred Eighty-One Dollars and No/100 Dollars (\$471,981.00)**.

Partial payment shall be made on the fourth 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 Finance Director.

The number of calendar days allowed for completion of the Contract work shall be 120 calendar days. The Contract time shall commence within 10 days of the Notice to Proceed issued by the **CITY** herein.

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 monies due, liquidated damages at the rate of Five Hundred and No/100 Dollars (\$500) 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 hereunder 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 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 in a form acceptable to the City Attorney each in the amount of one hundred percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- |                                     |                             |
|-------------------------------------|-----------------------------|
| A) Advertisement For Bids           | J) Notice to Proceed        |
| B) Information For Bidders          | K) Change Order             |
| C) Bid Proposal                     | L) General Conditions       |
| D) Bid Bond                         | M) Technical Specifications |
| E) Bidding Forms as Required        | N) Special Provisions       |
| F) Contract                         | O) Plans                    |
| G) Labor and Materials Payment Bond | P) Addenda                  |
| H) Performance Bond                 |                             |
| I) Notice of Award                  |                             |

No. \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_

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**, and the **CONTRACTOR** has caused the same to be signed by its President, the day and year first above written.

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

**CONTRACTOR:**  
POLIN & YOUNG CONSTRUCTION, INC.

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

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

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

ATTEST:

\_\_\_\_\_  
Susan K. Weathers, City Clerk

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this 5<sup>th</sup> day of May, 2009, before me, a Notary Public, personally appeared **Sandi Bloem and Susan K. Weathers**, 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 \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

~~~~~

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ___ day of May, 2009, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **Polin & Young, Construction, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 27, 2009

FROM: Karen Haskew, Urban Forestry Coordinator

SUBJECT: Removal of a Tree from Forest Cemetery – Section C

Decision Point:

The Urban Forestry Committee recommends to the City Council the removal of a pine tree from Forest Cemetery - a dying tree in section C.

History:

Because of the nature of cemeteries, the removal of trees is a sensitive undertaking. It requires the review of the Urban Forestry Committee and the approval of City Council. A ponderosa pine tree in the northeast corner of section C has fading foliage and birds are removing the bark. It has been reviewed by Urban Forestry Committee members who advise that it has been attacked by mountain pine beetle and will soon be dead. They recommended it be removed.

Financial Analysis:

A tree service will be retained to get the tree safely on the ground without damage to headstones or other cemetery features. Estimated cost is \$400 with City crews doing the clean-up. Planting of a replacement tree will be approximately \$125 if planted by city personnel.

Performance Analysis:

The tree can be removed after review and approval by the City Council. Tree replacement will not be in the exact same location, but will be in an available spot in the cemetery.

Decision Point/Recommendation:

The Urban Forestry Committee recommends to the City Council the removal of a pine tree from Forest Cemetery - a dying tree in section C.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: April 27, 2009
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the Southerly Boundary of Tax #'s 8882 & 10490 (2619 Seltice Way)**

DECISION POINT

The applicant, William Sheldon, is requesting the vacation of thirty feet (30') of excess right-of-way along his property at 2619 Seltice Way.

HISTORY

The four (4) lane divided highway known as Seltice Way was originally constructed in 1926 as US Highway 10, with the portion from Coeur d'Alene to the Idaho/Washington boundary being replaced by I-90 in 1971. The portion of Seltice Way adjoining the area of request has a right-of-way of +/- 260'.

FINANCIAL ANALYSIS

There is no cost to the City, and approximately 13,590 sq.ft. would be removed from the tax exempt status and added to the Assessor rolls as taxable.

PERFORMANCE ANALYSIS

The area of the request is currently utilized as parking lot, equipment storage area and unimproved ground, and, would mirror a previous request that was granted in 2007 along the frontage of the Coeur d'Alene Honda automobile dealership to the west. If the request were approved, the area currently used by the applicant would be property of the applicant instead of r/w. The request would not have any impact on future expansion of the Seltice Way corridor if such an action were to occur, and it would not impact access to the large area of r/w locate to the east of the subject property.

RECOMMENDATION

Recommendation to the Public Works Committee would be for staff to proceed with the vacation process as dictated by Idaho State Code Section 50-1306, and to recommend to the City Council the setting of a public hearing for the item on June 2, 2009.

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: April 27, 2009
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Hanley Ave & US-95 intersection improvements

DECISION POINT

Staff is requesting approval of design and construction of improvements at the intersection of Hanley Ave and US-95

HISTORY

Development of the southwest corner of US-95 and Hanley is currently in the design phase. The developer is required to widen Hanley and construct two additional lanes, pavement, curbing and sidewalk adjacent to his development. The property has approximately 200' of frontage on the south side of Hanley. However, there is no curbing on the south side for several hundred feet to the west of the property, making drainage and pavement transition issues a problem.

There is an opportunity to partner with the developer and complete the necessary curbing and pavement to the west and realize some cost savings by combining our efforts. We would contract directly with the developers engineer for the design, which would save costs because they have already done the basic survey control. Construction of the additional curb and paving would be on a reimbursement basis to the developer, contingent on obtaining competitive prices from his contractor

FINANCIAL ANALYSIS

We estimate the cost for design and construction would be \$55,000 to \$60,000. Funding would come from impact fees. Improvements to the intersections along US-95 are included in the Capitol Improvement Plan for impact fees (Quadrant 2). The current unencumbered balance for that quadrant is \$225,000. This project is not in the current budget, so it would require a budget amendment.

PERFORMANCE ANALYSIS

The intersection and the adjacent portion of Hanley ave need to be improved. Constructing them in partnership with the development will result in a cost savings on the order of 10% - 20% and solves problems associated with drainage and pavement transition issues. There are no competing projects in Quadrant 2 in the current 5 year CIP.

RECOMMENDATION

Staff recommends Council approval of the project.

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

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

[Office Use Only] Amt Pd 7715.00
 Rec No 433089
 Date 4/22/09
 Date to City Council: 5/05/09
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	<u>LONG DRIVE GOLF SHOP</u>
Business Mailing Address	<u>2321 W. Fairway</u>
City, State, Zip	<u>COA ID. 83815</u>
Business Physical Address	<u>SAME</u>
City, State, Zip	
Business Contact	
License Applicant	Business Telephone: <u>208-765-0218</u> Fax: <u>208-667-5286</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>DAVID HOBSON</u> <u>LAURA TAYLOR</u>

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

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

[Office Use Only] Amt Pd 250 -
Rec No 433129
Date 04/27/2009
Date to City Council: 5/5/09
Reg No. _____
License No. _____
Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

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

Business Name	Scratch Restaurant	
Business Mailing Address	501 E Sherman Ave.	
City, State, Zip	Coeur d' Alene 83814	
Business Physical Address	Same	
City, State, Zip		
Business Contact	(509) 389-1242	
	Business Telephone :	Fax:
License Applicant		
If Corporation, partnership, LLC etc. List all members/officers	CONNIE NACCARATO - PRES JASON REX - V-PRES	

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 04-07-2009
Department Name / Employee Name / Date

Request made by: Clell Newell 520-423-8304
Name / Phone
1576 East Cottonwood Lane Apt 1075 Casa Grande AZ 85222
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 25, _____, _____, _____, _____, _____. Block: (V) Section: Riverview

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

Copy of / / Deed or / / Certificate of Sale must be attached.

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

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

Title transfer fee (\$ N/A) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:
Clell Newell
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

RDE 4/21/09
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: MCG 4/21/09
Attorney Init. Date

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

Susan K. Weather 4-24-09
City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

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

A. INTRODUCTION

This matter having come before the City Council on, March 17, 2009, and continued to April 7, 2009, there being present a person requesting approval of ITEM A-7-08, a request for zoning in conjunction with annexation from County Restricted Residential to City R-3 (Residential at 3 units/acre).

LOCATION: +/- 2.7 acre parcel at 1130 East Skyline Drive

APPLICANT: Steven B. Meyer

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

Based on the evidence contained in the staff report and the public testimony received on April 7, 2009, the City Council finds that annexation of the subject property at this time is premature based on the difficulty of providing City services to the property. Because the request for annexation has been denied, the Council will not address zoning for the property.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **STEVEN B. MEYER** for annexation, as described in the application is denied.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

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

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

ANNOUNCEMENTS

Memo to Council

DATE: April 28, 2009

RE: Appointments to Boards/Commissions/Committees

The following appointment and reappointed are presented for your consideration for the May 5th Council Meeting:

MICHAEL SULLIVAN

JEWETT HOUSE ADVISORY BRD

JANET LAUNHARDT (Reappointment)

ARTS COMMISSION

A copy of Mr. Sullivan's data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison
Steve Anthony, Jewett House Advisory Board Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

April 27, 2009
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Deanna Goodlander, Chairperson
Ron Edinger
John Bruning

CITIZENS COMMENTS / PRESENT

Tom Hasslinger, Coeur d' Alene Press
Jeff Conroy, St. Vincent de Paul – ITEM 1
Bruce Noble, Kootenai Bridge Academy – ITEM 1
Charles Kenna, Kootenai Bridge Academy – ITEM 1
Lisa Lewis, Kootenai Bridge Academy – ITEM 1
Valerie Welbourn, Realtor with Dan Davis Realty,
representing the Kootenai Bridge Academy – ITEM 1

STAFF PRESENT

Troy Tymesen, Finance Director
Kathy Lewis, Deputy City Clerk
Capt. Steve Childers, Police Department
Karen Haskew, Urban Forester
Wendy Gabriel, City Administrator
Renata McLeod, Project Coordinator
Bill McLeod, Police Lieutenant
Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

Item 1. Lease Request / Old Library Building at 201 Harrison Avenue.
(Agenda)

Councilman Bruning declared a conflict of interest and recused himself from this item.

Troy Tymesen, Finance Director, is requesting Council approval to authorize staff to negotiate a lease for the City owned property at 201 Harrison Avenue with either St. Vincent DePaul or the Kootenai Bridge Academy Charter School (KBA). Mr. Tymesen reported that Idaho State Coded Section 50-1407 states that the Mayor and Council may, by resolution, authorize the lease of any real or personal property not otherwise needed for city purposes, upon such terms as the City Council determines may be just and equitable. The Salvation Army has the existing lease which will end May 31st, 2009. Mr. Tymesen said he has been contacted by these two agencies inquiring about the availability of the property. Each entity has submitted a business plan for the use of the property. The lease payment has been \$1,500.00 per month, with the lessee being responsible for the utility payments. Leasing this space has provided income to the City, and provided economical office space for a community organization. There is an opportunity going forward that either potential tenant would potentially seek to purchase the building.

Bruce Noble from Kootenai Bridge Academy explained the mission of KBA is to provide educational services to Junior's and Senior's who are unable to complete their education in a normal class setting. KBA is a home based virtual high school with the option of working in a small group environment with one-on-one instruction. Students would graduate with a standard high school diploma. Mr. Noble and Charles Kenna went on to present addition information regarding their organization as well as their business plan and use of the building.

Jeff Conroy from St Vincent de Paul presented information regarding their organizations as well as their business plan and use of the building.

Alterations to Building/Interior - St. Vincent de Paul: Mr. Conroy foresees using cubicles and does not anticipate making structural changes to the building. KBA: Mr. Kenna foresees using mostly cabinetry. The downstairs would be used for weight equipment, science area, as well as a kitchen.

MOTION: by Councilman Edinger, seconded by Councilman Goodlander, to forward this item to the full City Council without a recommendation.

Item 2. Council Bill No. 09-1012 / Changing Merchant Police to security Agency-Agent.
(Agenda)

Kathy Lewis, Deputy City Clerk, is requesting Council approval to amend the City Code to replace the term Merchant Police with Security Agent/Agency. Ms. Lewis explained that business performing the activity of night watchmen, companies guarding premises, companies carrying bank deposits, etc. according to the Municipal Code and licensing, have held a "Merchant Police Agency", and the individual working in the field has held a "Merchant Police" license. In latter years, there has been some confusion as many of these people wear a uniform and sometimes a badge, and can be mistaken as a police officer. The cars are also identified as "Merchant Police". Some cities, as the City of Spokane, now have ordinances where the title "Police" cannot be used except for official Police Officers. Some of the local agencies transport criminals to the airport, etc. where they are operating within the Spokane area and are in violation of their Codes. A letter was sent to eleven currently licensed Merchant Police Agencies explaining the proposed change and requesting their comments or concerns with no responses received.

MOTION: by Councilman Bruning, seconded by Councilman Edinger, that Council adopt Council Bill No. No. 09-1012 Amending Chapter 5.32 of the Municipal Code to replace the term Merchant Police to Security Agency / Agent.

Item 3. Los Angeles Sheriff's Dept. Information Sharing Program/Police Dept. Access to CopLink.
(Consent Resolution No. 09-020)

Capt. Childers, is requesting Council approval to permit the Coeur d Alene Police Department to participate in a multi-agency information sharing program. 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, the PD has 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. There are other similar information sharing programs in California through the Los Angeles Sheriff's Department. Each separate site is considered a Node. We are currently sharing information with three 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.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-020 authorizing the Police Department to enter into an Intergovernmental Agreement with the Los Angeles County Sheriff's Department for sharing Law Enforcement Information.

Item 4. Tree Removal / Forest Cemetery Section C.
(Consent Calendar)

Karen Haskew, Urban Forestry Coordinator, explained that because of the nature of cemeteries, the removal of trees is a sensitive undertaking. A ponderosa pine tree in the northeast corner of section C has fading foliage and birds are removing the bark. It has been reviewed by the Urban Forestry Committee members who advise that it has been attacked by mountain pine beetle and will soon be dead. They recommend it be removed.

Councilman Goodlander asked if they have replanted ponderosa pine in the past? Ms. Haskew responded that they have. They have also planted white pine and deciduous trees.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council authorize staff to remove a dying pine tree from Forest Cemetery-Section C.

**Item 5. Title VI Compliance Requirements / Government Way Project.
(Consent Resolution No. 09-020)**

Wendy Gabriel, City Administrator, explained that the City, as a recipient of a federal assistance for its Government Way Project, is required by Idaho Transportation Department to provide proof of compliance with Title VI. Title VI non discrimination requirement under the federal code provides that we don't discriminate on the basis of race, color, or national origin, and further defined to include minority and low-income populations and the needs of limited English proficient persons. Wendy noted that though we practice this in our everyday work, to be compliant, the City must adopt a policy statement, adopt procedures for handling complaints, and designate a Title VI Compliance officer, which will be the City Administrator. The Idaho Transportation Department also requested the City report the number complaints the City has had in the past 5 years, which has been zero.

MOTION: by Councilman Edinger, seconded by Councilman Bruning, that Council adopt Resolution No. 09-020 to adopt the policy statement and procedures relative to Title VI Compliance.

The meeting adjourned at 12:55 p.m.

Respectfully submitted,

Juanita Knight
Recording Secretary

Staff Report

DATE: April 27, 2009

FROM: TROY TYMESEN, FINANCE DIRECTOR

SUBJECT: LEASE OF CITY OWNED PROPERTY AT 201 HARRISON AVENUE

DECISION POINT: To authorize staff to negotiate a lease for the City owned property at 201 Harrison Avenue with either St. Vincent DePaul or the Kootenai Bridge Academy Charter School.

HISTORY: Idaho State Coded Section 50-1407 states that the mayor and council may, by resolution, authorize the lease of any real or personal property not otherwise needed for city purposes, upon such terms as the city council determines may be just and equitable. The City of Coeur d'Alene owns the structure at 201 Harrison Avenue, which was the former location of the Public Library. The Salvation Army has the existing lease which will end May 31st, 2009.

The Finance Director for the City has been contacted by these two agencies inquiring about the availability of the property. Each entity has submitted a business plan for the use of the property.

FINANCIAL ANALYSIS: The lease payment has been \$1,500.00 per month, with the lessee being responsible for the utility payments.

PERFORMANCE ANALYSIS: Leasing this space has provided income to the City, and provided economical office space for a community organization. There is an opportunity going forward that either potential tenant would potentially seek to purchase the building.

DECISION POINT/RECOMMENDATION: To authorize staff to negotiate a lease for the City owned property at 201 Harrison Avenue with either St. Vincent DePaul or the Kootenai Bridge Academy Charter School.



H.E.L.P. Center

(Helping Empower Local People)

St. Vincent de Paul
108 E. Walnut Ave.
Coeur d'Alene, ID 83814
208-664-3095
208-664-1772
jeff@stvincentdepaulcda.org

I. Resource Center Description

Many who are homeless or in need don't have the ability to find the services they require to survive. Often the homeless have a lack of transportation, education and/or lack of direction many who live on the streets would benefit from the services available to them at one location. St. Vincent de Paul is interested in creating a "one stop" center to provide crucial services to the homeless and those in need in North Idaho all under one roof. The building formerly known as the Coeur d'Alene library at 201 E. Harrison Ave. provides the space needed to accommodate such a facility and the central location to be easily accessible to those in need of our services. St. Vincent de Paul operates 7 buildings all within 1 block of the Coeur d'Alene Library making the St. Vincent de Paul H.E.L.P. Center central to our overall operations. With the location of the library to our campus it would allow easy access to our store, both emergency shelters, future day center, transitional housing and our warehouse.

Over the past 90 days, and during the preparation of the city's 10-year plan to end homelessness, St. Vincent de Paul has been in talks with many homeless serving agencies and has found support and interest in collaborating for just such a center.

In this approximately 10,000 square foot building facility, we envision the inclusion of, but not limited to the following:

- St. Vincent de Paul's administrative offices
- St. Vincent de Paul's Social Service offices including payee services and Homeless Management Information System (HMIS)
- St. Vincent de Paul's Affordable Housing offices-Emergency, Transitional, Housing First and affordable housing
- St. Vincent de Paul's ICARE program teaching parenting & child abuse prevention
- St. Vincent de Paul's USDA Child Care Food Program-USDA food for day care centers in the 10 Northern Counties
- Project Safe Place-working with kids at risk and runaway children
- Idaho Department of Health and Welfare-Mental Health and Social Security Disability Insurance paperwork
- Idaho Department of Labor and Commerce-employment services
- Idaho Department of Veteran's Services-working with Veterans and the needs they require
- Dirne Community Health Clinic-medical and dental checkups

- We are exploring the possibility of having a bus stop nearby (possible partnership with Citilink).

We are proposing a rent payment of no more than \$1,500 per month. Based on that amount rent and utilities for the facility would be the responsibility of St. Vincent de Paul, with a portion of the rents coming from participating agencies.

St. Vincent de Paul's ICARE program:	\$600 mo.
St. Vincent de Paul's USDA Child Care Food Program	\$600mo.
Project Safe Place:	\$600mo

Dirne Community Health Clinic: There is a collaborative grant between St. Vincent de Paul and the Dirne Community Health Clinic to operate and help cover cost for their space.

All three of the state agencies have outreach grants to help with operations in return for space in the building.

Idaho Department of Health and Welfare	(\$200 est.)
Idaho Department of Labor and Commerce	(\$200 est.)
Idaho Department of Veteran's Services	(\$200 est.)

Working in this community, collaborating with other homeless serving agencies and being intimately involved with the City of Coeur d'Alene's 10 Year Plan to End Homelessness, the St. Vincent de Paul's H.E.L.P. Center would bring together many of the common services needed by those who are homeless or in need.

Design and layout would be the responsibility of St. Vincent de Paul through donations and volunteers.

II. General Company Description

Mission Statement

Inspired by Gospel values, the Society of St. Vincent de Paul, a Catholic lay organization, leads women and men to join together to grow spiritually by offering person-to-person service to those who are in need and suffering.

Members, who are known as Vincentians, are drawn from every ethnic and cultural background, age group, and economic level. Vincentians are united in a society of charity by their spirit of poverty, humility and sharing.

Vincentians embrace all works of charity and justice. The Society collaborates with other people of good will in relieving need and addressing its causes, making no distinction in those served.

Our Vision

The vision of the Society of St. Vincent DePaul “is to embrace the world in a network of charity”. (SVDPUSA)

St. Vincent de Paul of Coeur d’Alene was established in 1946 through the St. Thomas Catholic Church, also of Coeur d’Alene. The Society, which is autonomous but known as the St. Thomas Conference, began recycling merchandise by giving donated items to those less fortunate. Later a store was acquired to sell donated items and use the proceeds to help people in need. In 1988, a small social service office was set up in the store where volunteers gave away vouchers for food, rent, store merchandise, medical help and other emergencies. Then, growing revenue from the thrift store allowed us to expand to help the homeless and a house behind the store was purchased in 1990 to serve as the social service office and a homeless shelter for men. Two years later a second house, down the street from the men’s shelter, was purchased to be a homeless shelter for women and children.

In 1994, our 16-unit Transitional Housing Center was opened to help homeless families make the transition to self-sufficiency with life skills classes in parenting, money, stress and time management, goal setting, nutrition, fire safety, and cooking. The success of this facility along with the increasing need in our community for this type of housing has allowed us to grow from these 16 units to our current 48 units we have today in Coeur d’Alene and Post Falls, with the addition of the Neider avenue project this summer, 14 more units will be added to our list

Also since the mid 1990s, we have been offering affordable rental housing across three northern counties with a total of 68 low-income senior units and 70 low-income multi-family units.

As the largest non-profit center for homeless assistance, social services, information, and referrals in North Idaho, we also offer various other programs that empower those with lower incomes. Our motto is “to help others help themselves,” and our mission is to provide supportive services, safe and sanitary emergency shelter, and to facilitate a Continuum of Care that helps end the cycle of homelessness in the Panhandle area. We hold a deep belief that each and every human being should be treated in a loving and respectful manner.



IDAHO DEPARTMENT OF
HEALTH & WELFARE

C. L. "BUTCH" OTTER – Governor
RICHARD M. ARMSTRONG – Director

KATHLEEN P. ALLYN - Administrator
JACK P. COTTON, Program Manager
DIVISION OF BEHAVIORAL HEALTH
2195 Ironwood Court
Coeur d'Alene, ID 83814
PHONE: 208-769-1406
1-888-769-1405
FAX: 208-769-1430

February 24, 2009

To Whom It May Concern:

It is with great pleasure that I write this letter of support for St. Vincent de Paul (SVDP) regarding the use of the city owned library building on Harrison Avenue. St Vincent de Paul is recognized as the leader in providing services for the homeless and indigent in this community. The Men's and Women's Shelter provide a much needed resource and the transitional housing units allow individuals and families the time needed to regain their financial footing. SVDP offers classes on being a tenant and assists in finding the best housing options available in order to reduce homelessness.

The addition of a "one stop" service center will enhance the range of services provided by those organizations in the community that share the SVDP target population. The Department of Health and Welfare, division of Behavioral Health, Region I Adult Mental Health believes that services should be available in a consumer friendly environment and has agreed to collaborate with SVDP to assist those with mental health issues one day per week at this facility.

I believe that SVDP has the infrastructure and experience to complete this project and endorse the proposed project for this building.

Sincerely,

Jack P. Cotton
Program Manager
Behavioral Health



IDAHO DEPARTMENT OF
HEALTH & WELFARE

C.L. "BUTCH" OTTER – Governor
RICHARD M. ARMSTRONG – Director

KAREN COTTON, REGION 1 DIRECTOR
1120 Ironwood Drive
Coeur d'Alene, ID 83814
208-769-1515
Fax: 208-769-1473
cottonk@dhw.idaho.gov

March 10, 2009

Jeff Conroy, Executive Director
St. Vincent de Paul
Coeur d'Alene, ID 83814

Dear Jeff:

We at Health and Welfare are very pleased to hear of your progress in establishing the St. Vincent de Paul HELP Center as a resource for homeless people in the Coeur d'Alene area.

The Department of Health and Welfare is eager to collaborate with you in this effort. We can:

- ◆ Enter into a "ready application" memorandum of understanding with you so that mutual clients can apply for assistance and have all their necessary verifications so DHW can process their request for benefits in an expeditious way. We would provide training to staff of the HELP Center to facilitate this.
- ◆ Station an Adult Mental Health employee at the Center one day a week to assist walk-ins.
- ◆ Involve our Navigators to work with the Center, families and individuals in identifying community supports and resources.
- ◆ Provide brochures and other materials about DHW programs, 2-1-1 CareLine, substance use services, children's health insurance, etc.

In addition, I am sure we will discover other ways we can collaborate as planning progresses and implementation occurs.

We wish you continued success on this exciting project. Please don't hesitate to let us know how we can help make the HELP Center a reality.

Sincerely,

Karen Cotton, Region 1 Director
Idaho Department of Health & Welfare

KC:mr



February 25, 2009

Jeff Conroy
Executive Director
St. Vincent de Paul
108 East Walnut
Coeur d'Alene, Idaho 83814

Re: One Stop H.E.L.P. Center

Dear Jeff:

I am excited to hear that your plans to open a One Stop Center in the former Coeur d'Alene Public Library building are nearing fruition! As a service provider to the homeless and disadvantaged in our area, I believe your vision of expanded and streamlined services will be a model for other communities to follow.

The collaboration between the Idaho Department of Labor and St. Vincent de Paul has been especially noteworthy in recent years. Through the North Idaho Veterans Stand Down, Project Homeless Connect, and other special endeavors, we have been able to positively affect the lives of many citizens.

We look forward to continuing our partnership with St. Vincent de Paul through the One Stop H.E.L.P. Center. Working together we have a wonderful opportunity to help strengthen our community by serving those in need.

Please let me know if you have any questions or concerns. Thank you!

Sincerely,

Robert E. Shoeman
Local Veterans Employment Representative
{208} 76901558 Ext. 3993



March 18, 2008

Dear Coeur d'Alene City Council,

Dirne Health Centers would like to offer its full support to St. Vincent de Paul's 'One Stop Shop' Project. The concept of offering a full range of high quality human services under one roof in order to better serve our fellow citizens most in need of food, shelter, and medical care will not only help to end the cycle of homelessness, but will also be a very cost-effective and efficient way of doing so.

In addition to supporting this undertaking, Dirne Health Centers also plans to be a participant by providing medical services for homeless at the One Stop Shop. Currently, over 10% of our patients are homeless, prompting us to add a homeless outreach program to provide supportive services in addition to medical care for those experiencing homelessness. Having a centralized place where we can direct our clients to receive these services will greatly enhance and streamline our outreach program, as currently, services and service providers are spread throughout our community.

At Dirne Health Centers, our guiding mission of providing "access to quality, comprehensive, integrated and preventative health care to the underserved of our community with compassion and through collaboration and innovation" could be more fully realized with the creation of a One Stop Shop for homeless. A key component of our vision and values is to act in concert with our community partners in supporting their efforts in developing programs, seeing to the varied needs of our community members, and working together on the provision and integration of services with other agencies in our community. Provision of all these services in 'one stop' is both convenient and efficient for consumers and service providers.

By acting in concert with St. Vincent de Paul, the non- profits/social service agencies of Kootenai County will better serve those most in need in our community. It is truly a win-win for all of us.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a long, sweeping horizontal line that tapers off to the right.

Tiffany David, CEO

RE: St. Vincent DePaul

To Whom It May Concern:

I am writing this letter on behalf of St. Vincent DePaul, and the significant impact that this agency has on our local community. St. Vincent DePaul is the largest provider of social services in our community, providing services to families, individuals, children, the homeless, veterans, essentially anyone in need.

Project Safe Place is a program of Volunteers of America and is committed to serving the same populations that St. Vincent DePaul serves. Project Safe Place has been providing emergency shelter services for youth within our community for the past ten years, as well as has a drop-in center. We have recently expanded our services to include Respite services in our Host Home program for families in need of support, as well as provide community referrals to individuals/families in need.

Given the commitment that both of our agencies has to serving people and a community in need I would like to formally express our support of this agency. My experience in working with the professionals of St. Vincent DePaul has been nothing but pleasant. It is easy to access services, and the feedback that I have received from youth and families that I have referred to St. Vincent DePaul has always been positive. The most remarkable comment being that people felt respected, and did not feel judged or pitied for needing some extra support or a particular service.

It is an honor to partner with such a great agency, and one with a mission so similar to ours at Volunteers of America. It is our hope that we will be able to partner more with St. Vincent DePaul in the future.

Sincerely,

Brandi Smitherman
Program Director
Project Safe Place
Volunteers of America

St. Vincent de Paul Properties

Emergency Shelters

Men's Emergency Shelter

1321 N. First Street

Coeur d'Alene, ID

Opened in 1990 providing 12 beds

Funded by HUD/IHFA Emergency Shelter Grant (ESG) & United Way of Kootenai County.

Women & Children's Emergency Shelter

1301 N. First Street

Coeur d'Alene, ID

Opened in 1992 providing 12 beds

Funded by HUD/IHFA Emergency Shelter Grant (ESG).

Transitional Housing Facilities

St. Vincent's Sandman Transitional Housing

1620 E. Sherman Ave

Coeur d'Alene, ID

Purchased in 2007 providing 11 studio-style units for homeless individuals with a diagnosed mental illness; the respite care program for those with a mental illness is also at this facility.

Funded by a grant from Idaho Department of Health and Welfare.

St. Vincent's Star Haven Transitional Housing

1516 E. Sherman Ave

Coeur d'Alene, ID

Purchased in 2002 providing 11 studio-style units for homeless individuals.

Funded by an AHP grant from Federal Home Loan Bank of Seattle and a HOME loan with IHFA.

Kamps Transitional Housing

206 W. Seltice

Post Falls, ID

Started in 1999 and located within our Kamps Apartment complex. Offers 4 private 1-bedroom units for homeless families with children under the age of 18.

Funded by HUD/IHFA and Federal Home Loan Bank of Seattle. Operating costs funded by the HUD/IHFA Supportive Housing Program (SHP) grant.

Transitional Housing Center

1428 N. First Street

Coeur d'Alene, ID

Built in 1994 providing 16 studio-style units for homeless families with children under the age of 18.

Funded by HUD/IHFA, and St. Vincent de Paul's thrift store revenue. Operating costs funded by the HUD/IHFA Supportive Housing Program (SHP) grant.

Affordable Rental Housing for Families

Kamps Apartments

206 W. Seltice Way, 704 N. Compton, and 202-204 W. 7th Ave
Post Falls, ID

Purchased in 1998 providing 14 rental units for lower-income individuals and families.

There are six 2-bedroom, seven 1-bedroom, and one studio units.

Funded by a grant from Federal Home Loan Bank of Seattle and a HOME loan from IHFA.

Vali Vu Apartments

1358 E. 16th Ave

Post Falls, ID

Build in 1974 and purchased in 2001 providing eight 2-bedroom units within in two 4-plex building for lower-income individuals and families. Seven units have subsidized rent with one unit at a fixed rent.

Funded by loans from Rural Development (515 program) and a HOME loan from IHFA.

Ross Point I & II Apartments

3100-3200 E. 3rd & 2nd Streets

Post Falls, ID

Purchased in 2007 providing 48 units for lower-income individuals and families. There are a total of twelve 1-bedroom, thirty-two 2-bedroom, and four 3-bedroom units. 44 units have subsidized rent with the other four units at a fixed rent.

Funded by loans from Rural Development (515 program) and a HOME loan from IHFA.

Affordable Rental Housing for Seniors

Lightning Creek Apartments

120 W. 10th Street

Clark Fork, Bonner County, ID

Built in 1980 and purchased in 1998 providing 16 units for low-income seniors. Head of household must be at least 62 years of age or disabled, although four units do allow the head of household to be age 55 or older. All units have subsidized rent with a medical expense factor through a HUD Section 8 contract.

Funded by HUD.

Leisure Living Apartments

261 B Street

Tensed, Benewah County, ID

Built in 1980 and purchased in 1996. Provides eight 1-bedroom units within two 4-plex buildings for low-income seniors with the head of household being at least 62 years of age or disabled. All units have subsidized rent with a medical expense factor.

Funded by a loan from Rural Development (515 program).

Golden Terrace Apartments

650 C Street

Plummer, Benewah, ID

Purchased in 1994 providing 12 units: ten 1-bedrooms and two 2-bedrooms for low-income seniors with the head of household being at least 62 years of age or disabled. All units have subsidized rent with a medical expense factor.

Funded by a loan from Rural Development (515 program).

Meadowood Glen Apartments

1203 & 1205 E. Third Street

Post Falls, ID

Purchased in 1998 providing twelve 1-bedroom units within three 4-plex buildings for low-income seniors with the head of household being at least 62 or disabled. Eight units have subsidized rent with a medical expense factor. Four units are not subsidized and rent is set.

Funded by a loan from Rural Development (515 program).

Meadowood Glen II Apartments

1105 E. Third Street

Post Falls, ID

St. Vincent de Paul has been managing Meadowood Glen II since 1996 and it is the only apartment complex that SVDP manages but does not own.

There are twenty 1-bedroom units within one building for low-income seniors with the head of household being at least 62 and very low income. All units have subsidized rent with a medical expense factor.

Funded by HUD under their 202 program.

Pending Properties

Fruitland Apartments

Fruitland & Neider-14 units

Breaking ground April 2009

Coeur d'Alene, ID

Funded by a HUD grant under the 811 program

Neider Apartments (interim name)

Fruitland & Neider-36 units

Breaking ground 2010

Coeur d'Alene, ID

Funded by a HUD grant under the 202 program

Two Duplexes for Transitional Housing for homeless individuals with a mental illness

Coeur d'Alene, ID

Funded by a grant from Idaho Department of Health & Welfare

Glossary

HUD: U.S. Department of Housing & Urban Development

IHFA: Idaho Housing & Finance Association is a uniquely created and organized financial institution and administrator of affordable housing resources. In its simplest form, IHFA's mission is to provide funding for affordable housing opportunities in Idaho communities where they are most needed and when it is economically feasible. IHFA raises millions of dollars in the national capital markets and forms partnerships with banking and lending institutions throughout the state. It functions as an agent for the U.S. Department of Housing and Urban Development and performs a wide variety of tasks associated with financing, developing or managing affordable housing.

RD: USDA Department of Agriculture Rural Development: The Rural Development (RD) mission area of the U.S. Department of Agriculture (USDA), which operates a broad range of housing and community facilities programs for rural areas. RD both provides direct loans (made and serviced by USDA staff) and also guarantees loans for mortgages extended and serviced by others.

RD 515 Program: Section 515 Rural Rental Housing Loans are direct, competitive mortgage loans made to provide affordable multifamily rental housing for very low-, low-, and moderate-income families, elderly persons, and persons with disabilities. Very low income is defined as below 50 percent of the area median income (AMI); low income is between 50 and 80 percent of AMI; moderate income is capped at \$5,500 above the low-income limit. Those living in substandard housing are given first priority for tenancy.

HUD Section 8: The housing choice voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

HUD 811 Program: The Section 811 program allows persons with disabilities to live as independently as possible in the community by increasing the supply of rental housing with the availability of supportive services. The program also provides project rental assistance, which covers the difference between the HUD-approved operating costs of the project and the tenants' contribution toward rent. The program is similar to Supportive Housing for the Elderly (Section 202).

HUD 202 Program: The Section 202 program helps expand the supply of affordable housing with supportive services for the elderly. It provides very low-income elderly with options that allow them to live independently but in an environment that provides support activities such as cleaning, cooking, transportation, etc. The program is similar to Supportive Housing for Persons with Disabilities (Section 811).

A. Business Plan

1. Description

An organizing group of founders have written the initial petition for a charter for KBA and have recruited and appointed an initial Board of Directors. The founders will continue to be a data gathering entity, recommending curriculum, teaching instruction, professional development and/or daily operations that will reflect the vision, purpose and mission of KBA Charter School to the KBA Board. Additional Founding Members may be recruited prior to the official opening of the first school year in order to accomplish the goals of KBA. This group will remain as advisors to the Board. The number of Founding Families is anticipated not to exceed ten families.

KBA has filed for incorporation and will a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation is organized exclusively for educational purposes within the meaning Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provisions of any future income tax code.

2. Marketing Plan

According to Idaho Code, all advertising and promotion processes for KBA will include the dissemination of enrollment information, in both English and other languages as required by the demographics of the area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year. In addition, KBA will ensure that such process includes the dissemination of press release and/or public service announcements, to media outlets that broadcast within, and/or public service announcements, to media outlets that broadcast within and/or published by such media outlets not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year. Finally, such enrollment information will advise that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

KBA is a home based virtual high school with the option of working in a small group environment with one-on-one instruction. Students will graduate with a standard high school diploma. Our staff is highly experienced in the field of education and dealing with "at risk" students. We offer a flexible setting where students are able to work at their own pace allowing students to gain employment, raise their children, care for an ill family member, attend higher education courses, and enables students to address their own health issues.

Tab 8

Advertising for KBA may actively recruit students for enrollment using, but not

limited to, the following methods:

- Advertising with public schools located within the target area using flyers upon administrative approval.
- KBA website (available after the charter approval) that will introduce information about the school.
- Brochures promoting the curriculum and methods used at KBA.
- Public informational meetings about KBA held in accordance with Idaho Statute §67-23.
- Other methods that may include: news releases, newspapers, news conferences, and newsletters.

3. Management Plan

Operations

KBA will be organized as outlined in detail under Tab 2, and will generally follow the model of a virtual school. Kootenai Bridge Academy is located in Coeur d'Alene, ID. KBA plans to open with a minimum of 80 students to a maximum of 180 students. KBA will be responsible to the authorized chartering entity or meeting the terms of the charter, which include, but are not limited to its academic program, achievement of academic goals, and fulfilling its insurance and audit obligations. In return for this accountability, KBA has the autonomy to use its resources to develop and direct a program designed by founders and future staff.

The Principal/Director will, along with the staff, determine the day-to-day operations of the school including but not limited to the school calendar, schedule, and hours of operation in accordance to State required hours of attendance and Board approval.

BUSINESS, FINANCE and ACCOUNTING

Accounting Practices and Policies

Big Mountain Accounting will be handling all incoming monies. The disbursement of these monies will also be handled by Big Mountain Accounting, with the approval of the Board. All checks and drafts for the payment purchases/ services will be signed by both the accounting firm and countersigned by the Board Chairman or Vice-Chairman.

Purchases from all vendors will require a purchase order signed by both the Building Principal and the Board Chairman or Vice-Chairman. All contracted work will submit a bill for services rendered directly to either the school, the Board or the accounting firm. All purchase orders and bills submitted by the 3rd Friday of the month will have checks issued for payment by the next Board meeting.

The disbursement of all monies to individuals and vendors follow the policies as stated in Article V, Sections 1 & 2 of the By Laws of Kootenai Bridge Academy. The current Board of Kootenai Bridge Academy has approved and adopted these policies.

Glen Mabile, Business Manager of Coeur d'Alene Charter Academy will be training Big Mountain Accounting in the correct format and procedures needed for school accounting. Monthly reports will be submitted by the accounting firm to the designated Board Treasurer for Board approval. A year end report will be submitted to Glen Mabile for the completion of IFARMS and to the Board Treasurer for Board approval.

The operating budget will be developed by a committee, which will consist of the building Principal, staff and Board Treasurer. The budget will be based on anticipated income from state entitlement, salary and benefit allocations, as well as all grant funds. The proposed budget will be submitted to the Board for approval or modification if deemed necessary. It will be presented at a public hearing in June of the year the school will open, and will be delivered to the State Department of Education as required on or before July 15 prior to the start of each school year. Copies of the budget will be provided to the Chartering Entity as required. The budget will be prepared, approved and filed using the Idaho Financial Accounting Reporting Management System format.

As indicated in paragraph three, Big Mountain Accounting will provide the Board Treasurer with a monthly spreadsheet of all revenues and expenditures. After the first month of the fiscal year a summary total of all months to date will also be submitted to the Board Treasurer. As stated in Article III, Section 7 of the By Laws of Kootenai Bridge Academy "It shall be the principal duty of the Treasurer to make all financial reports available to the Board at monthly meetings." A local qualified and independent CPA will be chosen by the Board and contracted by the school to do a full and complete audit annually.

See appendices for first year cash flow and projected three year budget. Both reflect the anticipated monies received from this grant application as indicated in the categories that show zero expenditure. At the completion of our third year of operation we anticipate a fund balance of approximately \$371,000. With a majority of our large operating expenditures already made during this period we will have established a cash reserve to ensure a financially successful school.

time are being used to pay for transportation, printing and accounting services until grant funds become available. Our focus is on the Charter Support Grant and the Albertson Foundation Grant. We are also looking into Title I, Title IV, State Technology and Special Education funds that our school would qualify for; utilizing those funds to improve and enhance the educational program.

Demand for School

The Bridge Academy created by School District #271 in 2003-04 experienced an increase in enrollment (144 to 409), productivity and graduation numbers (57 to 220) in each of its first five years of operation. This growth in enrollment was accomplished without any advertisement. "Word of mouth" spread the success of the program throughout Kootenai County and the surrounding areas. The districts decision to combine the Bridge with Project, transfer a staff member and change the overall environment have all been contributing factors in this years decline in enrollment (231). With the creation of the Kootenai Bridge Academy our goal is to bring back students who have dropped out, left for personal reasons, offer an alternative to GED programs and offer the ability to students to be able to access our educational program from their home. Utilizing advertisements in two regional newspapers, a local radio station, three area phone books, distribution of brochures to various public agencies and "word of mouth" we are very confident that we will achieve a minimum enrollment of 92 students to be financially successful. With the growing population of Kootenai County we feel that this will be easily attainable and ensure future growth of the school.

Services Purchased via Third Party

1. Accounting: Big Mountain Accounting & Taxes
2. IFARMS & Accountant Training: Glen Mabile
3. Legal: Erik Smith
4. Counseling: Karen Grace (State Certified)
5. Special Education: Tanya Johnson (State Certified)
6. Copier Maintenance: Copiers Northwest
7. Computer Technology: Norther Speed
8. Building Insurance: Harris Dean Insurance
9. Internet & Phone: Time Warner
10. Facility Wiring: Smith Communications
11. Annual Financial Audit: Magnuson, Mchugh & Company, P.A.
12. Education Software (NovaNet): Pearson Education
13. Custodial: local company (if needed)
14. Grounds Maintenance: local company (if needed)
15. Web Page Design: Pauline Currie
16. Board Training & Evaluation of Grant Goals: Warren Bakes
17. Avista: Gas & Electricity
18. City of Coeur d'Alene: Garbage, Water & Sewer

Facility Plan

Kootenai Bridge Academy will be seeking a facility to lease within the city limits of Coeur d'Alene; the area must be zoned C-17. The square footage of the space needs to be a minimum of 2000 square feet and be ADA compliant or be able to be easily modified to meet compliance. The site must also meet the city requirements for off-street parking for any building used for community education. We are continuing our search for possible sites since their availability now does not guarantee their availability in the late Spring of 2009. Our list currently consists of three sites which meet our criteria, we plan on adding three more to ensure that our facility needs will be met.

The primary means of funding for our facility will come from state entitlement monies. Albertson Foundation grant monies would also be used to secure and/ or modify our facility as the funds become available. The possibility of purchasing a permanent facility after our third year of operation is our goal if we are close to our projected ending budget balance.

Leverage of Funds

State funds received through entitlement, salary and benefit allocations will be used to cover the daily operational costs of the school, including NOVANet (Pearson Education) the basis of our curriculum, which fall outside of the scope of the Charter Support Grant funds. We will also be applying to the Albertson Foundation for additional funds, which will primarily be used for the facility site. Private funds at this

ACTUAL 3 YR. BUDGET

Kootenai Bridge Academy

REVENUES	2009-10			2010-11			2011-12		
	No.	Rate	Amount	No.	Rate	Amount	No.	Rate	Amount
Number of Students (15% increase per yr.)	92			108			122		
Support Units (60% attendance)	6.1	\$25,696.00	\$156,745.60	7.1	\$25,696.00	\$182,441.60	8.1	\$25,696.00	\$208,137.60
Enrollment			\$156,745.60			\$182,441.60			\$208,137.60
Salary Apportionment			\$311,152.00			\$362,161.00			\$413,169.00
Benefit Apportionment			\$40,467.00			\$41,652.00			\$43,149.00
CSP Grant			[\$182085.26]			[\$103003.75]			[\$78795.80]
Albertson Grant			\$100,000.00			\$0.00			\$0.00
Federal Grants			\$0.00			\$0.00			\$0.00
Total Revenues			\$608,384.60			\$586,254.60			\$664,455.60
LABOR EXPENSES									
Salaries									
Teachers	2.45		\$110,443.00	2.45		\$114,706.00			\$121,417.00
Administration	1		\$77,419.00	1		\$78,271.00			\$79,122.00
Classified/Office Staff	1.2		\$36,565.00	1.2		\$37,909.00			\$36,848.00
Total Salaries			\$224,427.00			\$230,886.00			\$237,387.00
Benefits									
PERSI/PERSI sick leave		12.45%	\$27,941.16		12.45%	\$28,745.31		12.45%	\$29,554.68
Health/Life Ins			\$44,000.00			\$48,400.00			\$53,240.00
Payroll Taxes (FICA)		7.65%	\$17,168.67		7.65%	\$17,662.78		7.65%	\$18,160.11
Unemployment		1%	\$2,244.27		1.00%	\$2,308.68		1.00%	\$2,373.87
Workers Compensation		0.45%	\$1,009.92		0.45%	\$1,038.99		0.45%	\$1,068.24
Total Benefits			\$92,364.02			\$98,155.93			\$104,398.90
Contract Work									
Accounting									
Big Mountain			\$5,500.00			\$5,500.00			\$5,500.00
Magnuson, McHugh			\$0.00			\$0.00			\$0.00
Counseling Services			\$2,400.00			\$2,400.00			\$2,400.00
Custodial			\$6,500.00			\$7,150.00			\$7,865.00
Grounds/Maintenance			\$2,000.00			\$2,200.00			\$2,420.00
Legal			\$3,000.00			\$3,000.00			\$3,000.00
Pragmatic/Goals Audit			\$0.00			\$0.00			\$0.00
Special Education Services			\$2,400.00			\$2,400.00			\$2,400.00
Tech Support			\$3,000.00			\$1,500.00			\$1,500.00
Total Contract Work			\$24,800.00			\$24,150.00			\$25,095.00
Total Labor Expenses			\$341,591.02			\$353,191.93			\$366,868.90
Total Operating Expenses (from Sheet 2)			\$146,545.00			\$138,427.00			\$140,517.00
Total Expenses			\$488,136.02			\$491,618.93			\$507,385.90
Net Operating Income(Loss)			\$120,248.58			\$94,635.67			\$157,069.70
Beginning Fund Balance			\$0.00			\$120,248.58			\$214,884.25
Ending Fund Balance			\$120,248.58			\$214,884.25			\$371,953.95

Operating Expenses

Equipment

	2009-10			2010-11			2011-12		
	No.	Rate	Amount	No.	Rate	Amount	No.	Rate	Amount
Desktop Computers			\$0.00			\$0.00			\$0.00
Laptop Computers			\$0.00			\$0.00			\$0.00
Printers			\$0.00			\$0.00			\$0.00
Networking			\$0.00			\$0.00			\$0.00
Copier (1 yr. Maint.)			\$1,200.00			\$1,200.00			\$1,200.00
TVs			\$0.00			\$0.00			\$0.00
Cameras			\$0.00			\$0.00			\$0.00
Misc. Video			\$0.00			\$0.00			\$0.00
Misc. Office			\$0.00			\$0.00			\$0.00
Office Supplies			\$0.00			\$4,400.00			\$4,840.00

Utilities

AVISTA (gas,electric)			\$11,000.00			\$12,100.00			\$13,310.00
Time-Warner (cable, phone, internet)			\$3,540.00			\$3,540.00			\$3,540.00
City of CDA (garbage,water)			\$2,100.00			\$2,100.00			\$2,100.00

Furniture

Furniture			\$0.00			\$0.00			\$0.00
NovaNET (1 yr. lease)			\$47,050.00			\$47,050.00			\$47,050.00
Software Support (2M)			\$635.00			\$635.00			\$635.00
Advertising/Marketing			\$0.00			\$0.00			\$0.00
Liability/Property			\$3,500.00			\$3,850.00			\$4,235.00
Testing/Assessment			\$2,000.00			\$2,000.00			\$2,000.00
Postage			\$520.00			\$552.00			\$607.00
Facility Lease			\$36,000.00			\$36,000.00			\$36,000.00
Facility Maint. (2% Bld. Value)			\$20,000.00			\$20,000.00			\$20,000.00
Staff Development			\$0.00			\$0.00			\$0.00
Staff Travel			\$0.00			\$0.00			\$0.00
Misc. Start-up Costs			\$19,000.00			\$5,000.00			\$5,000.00

Total Operating Expenses

			\$148,545.00			\$138,427.00			\$140,517.00
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ARTICLE V: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. Contracts.

The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the accounting firm contracted by the Board and countersigned by the Chairman or a Vice Chairman of the Corporation.

SECTION 3. Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

SECTION 4. Gifts.

The Board may accept on behalf of the Corporation any grant, contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VI: BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also
Tab 1

keep minutes of the proceedings of its Board and committees having any of the authority of the Board, and shall keep at its registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by any Director or Officer, or any person authorized or required by law, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII: FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June in each year.

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: April 27, 2009

FROM: Kathy Lewis, Deputy City Clerk

SUBJECT: Merchant Police Licensing Chapter 5.32 of the Municipal Code

Decision Point:

Should the City Council approve the change to Municipal Code 5.32 title of Merchant Police Agency and Merchant Police to the title of Security Agency and Security Agent, effective

History:

Business performing the activity of night watchmen, companies guarding premises, companies carrying bank deposits, etc. according to the Municipal Code and licensing, have held a “Merchant Police Agency”, and the individual working in the field has held a “Merchant Police” license. In latter years, there has been some confusion as many of these people wear a uniform and sometimes a badge, and can be mistaken as a police officer. The cars are also identified as “Merchant Police”. Some cities, as the City of Spokane now have ordinances where the title “Police” cannot be used except for official Police Officers. Some of the local agencies transport criminals to the airport, etc. where they are operating within the Spokane area and are in violation of their Codes. A letter was sent to all currently licensed Merchant Police Agencies explaining the proposed change and requesting their comments or concerns with no responses received.

Financial Impact:

The companies provide picture identification cards for persons in the field, and the companies mark their vehicles at the agency’s expense. As the City requires the cars to be marked; **it is recommended that this code change be effective 12/31/2009** with your approval now in order to notify the companies in advance to budget the cost for changing the inscription on both sides of the cars. Badges may also need to be changed to reflect the new title.

Performance/ Quality of Life:

Citizens may be better able to distinguish the difference between a Security Service agent and an actual Police Officer. This would also enable local companies doing transports etc. to other locations to meet the requirements of other City and County codes. In researching most cities use the term Security Services, Private Patrols, Security Guard, Merchant Patrolmen. etc. A simple term would be Security Agency for the company license and Security Agent for the person working in the field.

Decision Point / Recommendation:

Should the City Council change the term In Municipal Code section 5.32 where applicable from Merchant Police Agency to Security Agency and for the individual in the field from Merchant Police to Security Agent?



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES
DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208769-2229
kathylew@cdaid.org

October 01, 2008

Dear Merchant Police Agencies and Merchant Police;

It's time to think about the renewal of both your Merchant Police Agency license and the individual Merchant Police licenses. All licenses will expire on December 31 annually.

The Company is required to obtain an Agency license at the fee of \$50.00 for the year 2009.

Each person working in the field, including the owner, if the owner is working in the field, is required to carry an individual license which has a fee of \$25.00 for the year 2009. The City has not increased fees again this year. The Company must have at least one person with an individual license, which may be the owner, as well as maintain the Agency license.

Your company may pay for the individual license or the employee may be responsible so we mail to both the company and the individual. Please check with your company to see which method they plan to use. For companies paying for their employees, you may just list all names in the lower section of the application, or include a separate piece of paper listing the names, and remit one check. You may only renew individuals who already have had the criminal history background check, otherwise they must submit the application for a new license and obtain a Criminal History background check. .

Please complete the renewal application and mail it to the address above with the proper remittance or come in to the Customer Service Center at City Hall between 8:00 and 5:00 pm Monday through Friday.

If you have any questions regarding your renewal, please contact me at 208-769-2229.

Sincerely,

Kathy Lewis
Deputy City Clerk

COUNCIL BILL NO. 09-1012
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 5.32 TO DELETE MERCHANT POLICE AND REPLACE IT WITH SECURITY AGENCIES AND AGENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after recommendation by the General Services Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1 . *That Coeur d'Alene Municipal Code Chapter 5.32, is hereby amended to read as follows:*

Chapter 5.32

MERCHANT POLICE SECURITY AGENCIES AND AGENTS

SECTION 2 . *That Coeur d'Alene Municipal Code Section 5.32.010, is hereby amended to read as follows:*

5.32.010: DEFINED:

~~"Merchant police"~~, "Security Agencies & Agents" as used in this chapter, means any person engaged in the business of watching, guarding or protecting any premises, property or persons, or who patrols streets, districts or territories within the city for such purposes, but shall not apply to any individual who as an employee guards the property of only one employer, nor shall it apply to any person duly employed by a licensed agency when in the employ of that agency is assigned to guard a specific object or location in an emergency situation for no more than five (5) days; providing the agency has submitted a list of employees, the guard's name is on that list, and the agency notifies the police department of the situation, location and the identity of the guard so assigned.

SECTION 3 . *That Coeur d'Alene Municipal Code Section 5.32.020, is hereby amended to read as follows:*

5.32.020: LICENSE; REQUIRED:

It is unlawful for any person to own or operate a ~~merchant police~~ Security business or engage in business as a ~~merchant policeman~~ security agent as provided in and authorized in this chapter

without first having obtained a license from the ~~clerk-Clerk~~ of the city. Such ~~merchant-police security agency or security agent~~ license shall expire on December 31 of each year.

SECTION 4. *That Coeur d'Alene Municipal Code Section 5.32.030, is hereby amended to read as follows:*

5.32.030: LICENSE; APPLICATION; FEE:

All applications for a license shall be made in writing and filed with the ~~city-City clerk-Clerk~~. The application shall contain the full name, age and address of the applicant, his/her fingerprints and such other information as shall be deemed necessary to conduct an adequate background investigation. No license under this chapter shall be granted to any person who, within ten (10) years prior to the date of application for a license, has been convicted of a felony nor unless the applicant is a citizen of the United States of good moral character. In order to determine suitability of prospective applicants for licensing with the ~~city-City~~ of Coeur d'Alene, the Coeur d'Alene ~~city-City clerk-Clerk~~ shall require each specified applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho ~~state-State police-Police~~ and the ~~federal-Federal bureau-Bureau of investigation-Investigation~~. Pursuant to section 67-3008, Idaho Code and congressional enactment public law 92-544, the ~~city-City~~ of Coeur d'Alene shall submit a set of fingerprints obtained from the applicant and the required fees to the Idaho ~~state-State police-Police~~, bureau of criminal identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section shall be on forms prescribed by the Idaho ~~state-State police-Police~~. The ~~city-City~~ of Coeur d'Alene is authorized to receive criminal history information from the Idaho ~~state-State police-Police~~ and from the ~~federal-Federal bureau-Bureau of investigation-Investigation~~ for the purpose of evaluating the fitness of applicants for licensing. As required by state and federal law, further dissemination or other use of the criminal history information is prohibited. As required by section 5.60.020, "License; Fee; Application", of this title, all fees required for the criminal history check shall be tendered at such time as the application is made. After such investigation, the ~~city-City clerk-Clerk~~ or his/her designee and/or the police department shall approve or reject the application. Should an application be approved, the ~~city-City clerk-Clerk~~ shall issue the license to the applicant upon payment of the license fee in an amount set by resolution of the ~~city-City council-Council~~ as set forth in section 5.60.020 of this title. Should an application be rejected, the basis for the rejection may be appealed to the ~~city-City council-Council~~.

Upon receipt of an application for ~~merchant-policeman-security agent~~, the ~~city-City clerk-Clerk~~ may issue a provisional license to an applicant if the ~~city-City clerk-Clerk~~ determines that such person is in substantial compliance with the provisions of this chapter. A provisional license shall expire one hundred twenty (120) days from the date of issuance or at such earlier time as the ~~city-City clerk-Clerk~~ may designate. A ~~merchant-policeman-security agent~~ with a provisional license must be under the supervision of a licensed ~~merchant-police-agency-security agency~~ owner or a licensed supervisor until completion of all criminal history checks and issuance of a license which is not provisional.

SECTION 5 . *That Coeur d'Alene Municipal Code Section 5.32.050, is hereby amended to read as follows:*

5.32.050: BADGE; UNIFORM; VEHICLES:

Upon the issuance of a license to an applicant, the applicant shall acquire a ~~merchant police security agent~~ badge approved by the ~~ehief-Chief~~ of ~~police-Police~~ of the city. Any such badge shall be distinctive and easily distinguished from the badge of a member of the police department of the city and any uniform worn by ~~merchant policemen security agents~~ shall be of a design and color required by the ~~ehief-Chief~~ of ~~police-Police~~ and easily distinguishable from the uniform of the regular police department, and it is unlawful for any such ~~merchant police security agent~~ or ~~policeman~~ to wear any other badge or uniform than that prescribed by the ~~ehief-Chief~~ of ~~policePolice~~. All cars used by the ~~merchant police security agent~~ in pursuance of their occupation as such shall be plainly marked on both sides thereof with the name "~~merchant police security agent~~".

SECTION 6 . *That Coeur d'Alene Municipal Code Section 5.32.060, is hereby amended to read as follows:*

5.32.060: DUTIES:

Any ~~merchant policeman security agent~~ having knowledge of a crime committed within the corporate limits of the city shall immediately notify the police department and stand by until regular police officers arrive. At no time shall ~~he the security agent~~ conduct an investigation before calling the police department. ~~He-The security agent~~ shall obey the lawful orders of the ~~ehief-Chief~~ of ~~police Police~~ and obey and comply with all rules and regulations of the police department of the city as far as may be applicable.

SECTION 7 . *That Coeur d'Alene Municipal Code Section 5.32.080, is hereby amended to read as follows:*

5.32.080: EMPLOYMENT RECORDS:

Every person licensed under the provisions of this chapter shall keep a book containing the full name, place of residence, address, complete and accurate description and history or record of each person employed regularly or occasionally as a ~~merchant policeman security agent~~ within the city. Each employee shall be designated in the book by a separate number. Upon the request of the ~~ehief Chief~~ of ~~police-Police~~ or of any person designated by ~~himthe Chief~~, the book herein requested to be kept shall be exhibited for the inspection of the ~~ehief-Chief~~ of ~~police-Police~~ or of any person designated by ~~him-the Chief~~ to inspect the same, and the failure or refusal to comply with the request shall constitute cause for the revocation of ~~his-the security agents~~ license.

SECTION 8 . *That Coeur d'Alene Municipal Code Section 5.32.090, is hereby amended to read as follows:*

5.32.090: IDENTIFICATION CARDS; ISSUANCE; CONTENTS; CARRYING REQUIRED WHEN:

A. Every applicant obtaining a license under the provisions of this chapter shall furnish every person in the employ of such licensee with an identification card, which shall be issued and signed by the licensee, and contain the name, general description, signature and photograph of the person employed by such licensee, together with the number by which ~~he~~ is designated upon the books of the licensee, in accordance with the provisions of this chapter. The ~~chief~~ Chief of ~~police~~ Police shall be notified in writing by the licensee immediately upon the issuance or revocation of any identification card.

B. It is unlawful for any person to act as a ~~merchant policeman~~ security agent for hire within the city, unless such person carries an identification card provided in subsection “A” of this section upon ~~his~~ ~~their~~ person while so acting, and it is unlawful for any person to refuse to exhibit ~~his~~ ~~their~~ identification card upon demand of any regular police officer of the city.

SECTION 9. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 10. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 11. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 12. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 5th day of May, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Chapter 5.32 Merchant Police

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING CHAPTER 5.32 TO DELETE MERCHANT POLICE AND REPLACE IT WITH SECURITY AGENCIES AND AGENTS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Chapter 5.32 Merchant Police, 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 5th day of May, 2009.

Warren J. Wilson, Chief Deputy City Attorney

April 27, 2009
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Wood McEvers
Council Member Al Hassell
Council Member Mike Kennedy

STAFF PRESENT

Jon Ingalls, Deputy City Administrator
Warren Wilson, Deputy City Attorney
Dave Shults, Capital Program Mgr
Monte McCully, Trails Coordinator
Chris Bates, Engineering Proj. Mgr.
Sid Fredrickson, WW Supt.
Gordon Dobler, Engineering Svcs Dir.
Troy Tymesen, Finance Director
Mike Gridley, City Attorney

Item 1 Vacation of a Portion of Excess Seltice Way Right-of-Way Adjoining the
Southerly Boundary of Tax #s 8882 & 10490 (2619 Seltice Way)

Consent Calendar

Chris Bates, Engineering Project Manager, presented a request from William Sheldon for the vacation of thirty (30') feet of excess right-of-way along his property at 2619 Seltice Way. Mr. Bates reminded the committee that approximately one year ago the council vacated a portion of the Seltice Way right-of-way to the west of the subject property at the new Honda dealership. He explained that Seltice Way used to be the interstate and was replaced in 1971 by Interstate 90. The proposed vacation of excess right-of-way would incur no cost to the city, and is approximately 13,500 square feet, most of which is parking lot and unimproved landscaping. It will not impact the existing balance of the right-of-way that the city has control of.

Councilman Kennedy commented that he had originally voted against vacation of the right-of-way next to Coeur d'Alene Honda, and wondered if, since that has happened, would there be any reason that the city could use the subject piece of property. Mr. Bates said there was not. He further confirmed that there were no utilities involved, and that when the right-of-way is vacated, it will come back on to the tax rolls. He also confirmed that there is still enough room on Seltice Way for a bicycle path.

MOTION by McEvers, seconded by Kennedy, to recommend Council authorize staff to proceed with the vacation process as dictated by Idaho State Code Section 50-1306, and set a public hearing on June 2, 2009.

Item 2 Presentation: 15th Street No Parking/Bike Lanes
For Information Only

Mike Gridley, City Attorney, Monte McCully, Trails Coordinator, and Mac Cavasar of the Pedestrian & Bicycle Advisory Committee presented information regarding their proposal to eliminate parking on 15th Street and add bike lanes. They commented that since their proposal to council a couple of months ago they had a meeting with the property owners a couple of weeks ago. Mr. Cavasar said that they went door to door down 15th Street from Sherman to Mullan informing the property owners about the meeting and had a pretty good turnout. There were varying opinions about the bike lanes

and overall the comments indicated that they need to look at the 15th Street corridor even deeper than they were anticipating. Issues brought up included volume of traffic, speed, parking and backing out of driveways, and alternate routes. They received good public input and want to move forward and look at what their options are based on the comments received, and then meet with the citizens again, along with engineers and staff, and talk about calming devices on the street and look at alternatives for traffic flow down that corridor. Mr. Gridley commented that bike lanes may actually help with some of the issues brought up at the meeting. No action was requested of the committee at this time.

Councilman Hassell commented that he has been going up and down 15th Street and has noticed people backing out into the traffic and traffic speed as potential issues. Mr. McCully commented that there is nothing from Mullan Avenue north to stop drivers except for one light on Sherman Avenue. It appears that 15th Street is a heavily used route to get to the interstate.

MOTION: NO MOTION. For information only.

Item 3 Complete Streets
Agenda Item

Monte McCully, Trails Coordinator, presented a request for Council adoption of a Complete Streets Policy. He noted that the Complete Streets concept comes from the American League of Bicyclists and is part of the Bicycle Friendly Community designation. The Silver award requires a Complete Streets policy. A lot of cities, counties, and states are adopting this policy, which is a policy requiring that streets are designed and operated so they are safe, comfortable, and convenient for all users. It would require agencies to change their orientation from building primarily for cars. Some issues with streets is that they are inadequate, have no sidewalks, are too narrow to share with bikes, and too dangerous to cross on foot. They are also uninviting for bus riders, inaccessible for wheelchair users, and have no room for pedestrians. Mr. McCully provided examples of other cities, counties, and states with Complete Streets programs and presented examples of what a properly constructed complete street would look like. He further stated that by considering the needs of all users early in the life of a property, the costs are minimized. Designing intersections for pedestrian travel can reduce risk by 28%. Mr. McCully said that it would be nice to put all of these issues under one umbrella which advocates for bicycles on a bigger level.

Councilman Hassel asked how much retrofitting would be required and what about costs. Mr. McCully said that the Complete Streets policy doesn't really call for retrofitting and that those would be separate issues that the Ped/Bike committee would bring forward. The Complete Streets policy would include new streets that come in or are overlaid and would not apply to all streets. Mr. Dobler said that the city is already following all of the policies established by council, including the placement of sidewalks. The Complete Streets policy just puts it all under one umbrella.

Councilman McEvers expressed concern about the cost and stated that he was not quite sure why it is important at this point in time to adopt the Complete Streets policy. Mr. McCully responded that the policy would help to keep it in mind to try to accommodate everybody. It really doesn't cost any more money – the policies are already in place. It would help the city go to the next level in regarding to the Bicycle Friendly Community award in that it shows the League of American Bicyclists that the city is trying to be more bike friendly. Councilman Kennedy said that he doesn't see the Complete Streets policy as a negative, but just thinks it is another commitment of our city's desire to be accessible to pedestrians, bicyclists, and persons with disabilities. He stated that he is

supportive of the policy and doesn't see it as a concern – it is just a planning document, more than anything else.

Councilman McEvers asked about the impact of reducing lanes to accommodate bicycle paths. Mr. Dobler said that it does have an impact on capacity in that it creates friction for drivers which causes them to slow down, so you get less cars per hour and it reduces the capacity.

MOTION by Kennedy, seconded by McEvers, to recommend Council approval of Resolution NO. 09-___, adopting a Complete Streets Policy.

Item 4 Draft Amendment to 20-Year Facility Plan

Agenda Item

Sid Fredrickson, Wastewater Superintendent, and Dave Clark, HDR Engineering, presented a request for Council approval of the draft Facility Plan Amendment, subject to Idaho Department of Environmental Quality review and approval, and authorization for staff to proceed with the necessary steps for implementation. The main purpose of the plan is to address near-term needs so that the city stays in compliance with the Plant and it also sets the stage for outside funding assistance for the facility. The Amendment amends the plan adopted in 2001. Key issues include Spokane River water quality issues, new treatment capacity, and a constrained treatment plant site. Mr. Fredrickson and Mr. Clark discussed the recommended plan, which includes Phase 5A Near-term ammonia control, low phosphorous demonstration testing, Phase 5B solids stream, and Phase 5C liquid stream. They also explained the review processes and work efforts required, program costs, and also explained the review processes and work efforts required, the overall program schedule, and reporting requirements.

Councilman Hassell asked if Mr. Fredrickson and Mr. Clark felt they could get judicial validation this year for the City's interest in financing a portion of the Phase 5 projects. Mr. Fredrickson said he believes that City will be able to obtain judicial validation when it is needed. Even though the City doesn't have a mandate yet, which will be instrumental to obtain judicial validation of the City's authority to incur debt for the Phase 5C project, it will be issued in the form of a new discharge permit. Depending on the outcome of the TMDL process underway for the Spokane River, it will have an impact on the timing of necessary Phase 5C improvements and costs. The TMDL process should be completed by the end of 2009, with the idea that the Department of Ecology would begin issuing permits for Washington dischargers in early 2010, and the EPA will start issuing permits for Idaho in 2010, assuming there are no legal appeals.

Council McEvers asked about planning for buildout. Mr. Fredrickson said that original planning horizon was the year 2020, in which previous planning expected a need for 6M gallons per day of treatment capacity. Buildout of the City's maximum expected population would take the city to about 12M gallons of needed capacity. Mr. Fredrickson said that they would not want to start building something that may not be needed until then. Mr. Clark confirmed that site master planning in the draft facility plan anticipates facilities that may be needed to provide treatment of 12M gallons per day at buildout; but that the Phase 5 projects will only cover 6M in capacity.

MOTION by Kennedy, seconded by McEvers, to recommend Council authorize approval of the draft Facility Plan Amendment, subject to the Idaho Department of Environmental Quality review and approval, and authorizing staff to proceed with the necessary steps for implementation.

Item 5 Hanley-US95 Intersection Improvements
Consent Calendar

Gordon Dobler, Engineering Services Director, presented a request for approval of design and construction of improvements at the intersection of Hanley Avenue and US-95. Mr. Dobler explained that there is an opportunity to partner with the developer of property to the southwest corner of US-95 and Hanley which is currently in the design phase. The developer is required to widen Hanley and construct two additional lanes, pavement, curbing, and sidewalk adjacent to his development. The property has approximately 200' of frontage on the south side of Hanley. However, there is no curbing on the south side for several hundred feet to the west of the property. A partnership with the developer to complete the necessary curbing and pavement to the west could result in some savings by combining efforts. The city would contract directly with the developer's engineer for the design, which would save costs because they have already done the basic survey control. Mr. Dobler estimated the cost for design and construction would be between \$55,000 and \$60,000. Funding would come from impact fees.

Councilman Kennedy asked if that parcel of property were not being developed right now, when would the improvements have been done. Mr. Dobler stated that improvement of Hanley has been on the 5-year CIPD, but it has been reprioritized and they would probably not have done the project for another 5 years. Now that the Highway 95 Access Plan has been adopted, he believes that those intersections will be highlighted and the opportunities will come forward and be prioritized as funding allows. Councilman Kennedy commented that the road is getting more traffic and it makes a lot of sense to leverage someone who is already doing the work there. Mr. Dobler confirmed that the city would work with the state to get the lanes restriped and the signal modified.

MOTION by McEvers, seconded by Kennedy , to recommend Council authorize staff to move forward with the Hanley Avenue and US-95 Intersection improvements project.

The meeting adjourned at 4:56 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS STAFF REPORT

Date: April 27, 2009
From: Monte McCully, City Trails Coordinator
SUBJECT: **COMPLETE STREETS POLICY** *(action required)*

DECISION POINT:

The Coeur d'Alene Ped/Bike Advisory Committee is requesting Public Works Committee recommend to Council the adoption of a Complete Streets Policy.

HISTORY:

Complete Streets is a nationally recognized movement in which communities are asking their planners, engineers and designers to build road networks that welcome all citizens. In the past, roads were designed for motorized vehicles only and access for other types of use were added as an afterthought. The idea behind Complete Streets is to include planning for all forms of travel during the planning of every street. Not all streets will be able to accommodate all types of use, but will be given equal consideration. Criteria for excluding modes of travel will have to be determined.

FINANCIAL ANALYSIS:

There would be no cost at this time. Upon construction of each new street the cost would be minimal. When included in planning the cost is nearly negligible. Much cheaper than retro-fitting streets when need becomes apparent in later years. A Complete Streets Policy also furthers our goal of making Coeur d'Alene a Bicycle Friendly Community.

PERFORMANCE ANALYSIS:

Adopting a Complete Streets policy will open up our streets for the benefit of all users: cars, bikes, pedestrians, disabled people, elderly, children and transit.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Ped/Bike Advisory Committee is requesting Public Works Committee recommend to Council the adoption of a Complete Streets Policy (Policy Attached).

RESOLUTION NO. 09-021

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A COMPLETE STREETS POLICY.

WHEREAS, the need for citywide policies regarding Complete Streets has been deemed necessary by the City Council; and

WHEREAS, staff has proposed policies regarding these issues, and the same were discussed at the Public Works Committee meeting April 27, 2009; and

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

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

DATED this 5th day of May, 2009

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

CITY OF COEUR D'ALENE COMPLETE STREETS POLICY

Introduction

A “complete” street addresses the needs of all users. Motorists, pedestrians, bicyclists, and transit riders of all ages and abilities can be safely accommodated within the overall street network. Planning for this diverse user group requires consideration of many of the following elements:

1. Appropriately sized travel lanes for cars, trucks, and delivery/emergency service vehicles;
2. Sidewalk space for pedestrians;
3. Bike lanes or bike routes;
4. Transit facilities and routes;
5. On-street parking;
6. Median use for traffic flow, safety, and pedestrian refuge;
7. Adequate buffer areas for pedestrian safety, utility placement, and possible landscaping;
8. Visually appealing landscaping or hardscaping adding shade and pedestrian protection and;
9. Land uses that generate and warrant such treatments.

The City of Coeur d’Alene recognizes that all streets are different, and not all streets will incorporate every element described above. Future streets within the City will be designed to balance user needs and incorporate elements that match the land use context. Through context sensitive design a “complete” street can accomplish greater public benefits, improve safety, increase transportation options, strengthen the overall benefit of transportation investments and enhance air quality.

The City of Coeur d’Alene is committed to carrying out the charge of “complete” streets. With future funding for roadway construction becoming scarce it is in the best interest of the public and private sectors to plan and construct streets that address the needs of the community as a whole. The inclusion of all needed facilities in the early planning phases of roadway construction in both residential and commercial development reduces the complexity and costs of attempting to retrofit years later. The City encourages and supports the creation of “complete” streets by providing the following policy.

COMPLETE STREETS POLICY

Guiding Principle

Streets, bridges and transit stops within Coeur d'Alene should be designed, constructed, operated and maintained so that pedestrians, bicyclists, transit riders, motorists and people with disabilities can travel safely and independently.

Policy Statements

1. Bicycle and pedestrian ways should be established in new construction and reconstruction projects in all urbanized areas unless one or more of the following conditions are met:
 - a. Bicyclists and pedestrians are prohibited by law from using the roadway (e.g. interstate highways). In this instance, it may be necessary to accommodate bicyclists and pedestrians elsewhere within the right of way or within a close transportation corridor.
 - b. Significant safety or other challenges exist that make bicycle and pedestrian facilities dangerous to potential users. Where a determination is made that providing pedestrian and/or bicycle facilities would be unsafe, alternative considerations should be analyzed and planned to offset any deficiencies.
 - c. The cost of establishing bikeways or walkways would be excessively disproportionate to the need or probable future use.
 - d. Where current and projected future population is sparsely forecasted or other factors indicate an absence of need.
2. In rural areas, paved shoulders should be included in all new construction and reconstruction projects on roadways used by more than 1,000 vehicles per day. Paved shoulders have safety and operational advantages for all road users in addition to providing a place for bicyclists and pedestrians. Shoulders should not be chipped sealed as a part of maintenance.
3. All pedestrian facilities including sidewalks, shared use paths, street crossings (including over-and under-crossings), pedestrian signals, signs, transit facilities, and all connections should be designed, constructed, operated and maintained so that children, the elderly and people with disabilities have safe access.

4. The design and development of the transportation infrastructure should improve conditions for all likely users through the following steps:
 - a. *Plan projects for the long-term.* Transportation facilities are long-term investments that remain in place for many years. The design and construction of new facilities should anticipate likely future demand for bicycling, walking, and transit facilities and not preclude the provision of future improvements except as outlined in Section 1.
 - b. *Coordinate with transit agencies to ensure that transit services and facilities are reasonably accommodated within the street network.* Linking multiple forms of transportation provides users with more travel options and creates an overall transportation system that is more responsive to the needs of the public. Identifying transit corridors and optimizing multi-modal opportunities requires close coordination between transit agencies, municipalities and the City in all phases of design and development. Installation and maintenance of transit facilities would be funded through cooperative cost sharing agreements between the City and the applicable municipality or transit provider.
 - c. *Coordinate with adjacent municipalities to provide regional connectivity.* Future pedestrian, bicycle and transit facilities should provide connectivity to pedestrian, bicycle and transit facilities in adjacent municipalities to provide regional connectivity.
 - d. *Address the need for bicyclists and pedestrians to cross corridors as well as travel along them.* Even where bicyclists and pedestrians may not commonly use a particular travel corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently. Therefore, the design of intersections, interchanges and overpasses should accommodate bicyclists and pedestrians in a manner that is safe, accessible and convenient.
 - e. *Consider enhancements such as landscaped medians and buffer areas, pedestrian lighting, and on-street parking in new construction and reconstruction projects.* Landscaping, on street parking, and the other features mentioned will not be appropriate for all streets and corridors. These features should be considered when supported by adjacent land uses and funding for installation and maintenance is available through cooperative cost sharing agreements between the City and the applicable municipality. Safety concerns and access for people with disabilities should be carefully considered in areas where landscaping, parking, or other enhancements are placed within or near the pedestrian way.
 - f. *Design facilities based on recognized standards.* Published standards such as those from the City of Coeur d'Alene, the American Association of State Highway and Transportation Officials and the Manual on Uniform Traffic Control Devices should be used in the design of pedestrian, bicycle and transit facilities.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: April 23, 2009
FROM: David E. Shults, Capital Program Manager *DES*
SUBJECT: Wastewater Treatment Plant Facility Plan Amendment

DECISION POINT:

City Council is requested to approve the draft facility plan amendment, subject to Idaho Department of Environmental Quality review and approval, and to authorize staff to proceed with the necessary steps for implementation.

HISTORY:

The Wastewater Utility is currently operating with an EPA-issued discharge permit with allowable conditions that were issued in 1999 and modified in 2004. In 2001 the City adopted a new treatment plant facility plan that was formulated to allow compliance with the permit and to assure continuous and reliable treatment of the flows and strengths of wastewater that were anticipated from the population. Three phases of treatment plant upgrades were required, two of which were completed. Phase 4A early-action improvements provided additional facilities that were needed right away to address permit requirements for disinfection and control of ammonia-nitrogen and phosphorus. Phase 4B was constructed to add key facilities to adequately convey peak flows through the plant and to add sludge dewatering facilities to optimize disposal of solids. Phase 4C was planned, but not constructed, and would have added process structures for additional digester capacity and to allow compliance with more rigorous ammonia-nitrogen permit limits.

Before Phase 4C was scheduled to begin, EPA and DEQ notified the treatment plant dischargers in the region that new discharge permit limits would be issued that reflect the establishment of a total maximum daily load (TMDL) for phosphorus in the Spokane River that would be protective of the beneficial uses of the river. The regulators and dischargers in the region began, and have continued in earnest, to establish the scientific basis for new permit limits that all agree will require considerable reduction in the allowable discharge of phosphorus. Concurrent with the regulators' final establishment of revised discharge permit limits for each of the treatment plants in the region, the Coeur d'Alene City Council authorized HDR Engineering and city staff to formulate an amendment to the existing 20-year facility plan to assure that necessary improvements are constructed to allow continuous and reliable treatment to a degree that was not originally anticipated. A draft of the facility plan amendment is now available for Council review that is based on the best understanding at this time of the permit limits that are expected to be issued within the next year. The draft plan is formulated to include three phases that would be completed over the next 10 years. The phased program is now called Phase 5 to differentiate from the previous version of the facility plan. A significant portion of the facilities that were planned for Phase 4C are now included in Phase 5A and 5B. These first two phases are necessary right away to address the facilities needed to comply with the current discharge permit conditions regarding ammonia control and solids handling. Future Phase 5C improvements may be required within the next seven years to address the expected requirement for removal of phosphorus to an extremely low amount with best available technology.

The draft facility plan amendment is presented at this time for City Council consideration and direction. DEQ approval of the plan and determination of environmental acceptability is required to allow issuance of low-interest 20-year loans for financing the necessary improvements.

FINANCIAL ANALYSIS:

Phase 5 Program Planning Level Cost Estimate

Phase 5A Ammonia Control and Thickener Improvements	\$2.3 to 4.1M
Phase 5B Digester Control and Admin/Lab/Shop Buildings	\$12.7 to 22.2M
Phase 5C Phosphorus and Ammonia and Disinfection Facilities	\$25.2 to 55.5M

Funding FY 2008/09 City Financial Plan includes approval for \$4.5M. Remainder of multiyear program to be funded through User Charges, Capitalization Fees, Loans and/or Bonds

DISCUSSION:

Previous planning for necessary treatment plant improvements has been amended to provide different types of treatment processes than previously planned. The updated planning considers more costly and more technically-challenging process facilities, different site master planning needs, different funding commitments, and future uses of the treated effluent when growth produces quantities that exceed what is allowable in the river. Phase 5A improvements are required right away to allow compliance with the existing ammonia-nitrogen discharge limits. Phase 5B digester, digester control building, and admin/lab/shop buildings are needed right away to process existing sludge quantities, and to accommodate administration and operation of a more complex treatment plant. EPA's latest draft discharge permit provides a compliance schedule that would require Phase 5C improvements for rigorous control of ammonia and phosphorus to be constructed within 7 years.

DECISION POINT/RECOMMENDATION:

City Council is requested to approve the draft facility plan amendment, subject to Idaho Department of Environmental Quality review and approval, and to authorize staff to proceed with the necessary steps for implementation.

des1297

OTHER BUSINESS

**CITY COUNCIL
STAFF REPORT**

DATE: May 5, 2009
FROM: Warren Wilson, Deputy City Attorney
SUBJECT: Animal Control Penalty Revisions Ordinance

DECISION POINT:

HISTORY:

Last week a magistrate judge determined that the City's dog at large ordinance is at odds with a state statute making dog at large violations an infraction. While, the City Attorney's office disagrees with this conclusion, it is advisable to amend the City code to provide for infraction penalties while the judge's decision is appealed so that the dog at large ordinance can be enforced. Once a written decision is received from the judge further amendments may also be necessary.

FINANCIAL ANALYSIS:

There is little financial impact from adopting the proposed ordinance it simply allows the police department to continue enforcing the dog at large ordinance.

PERFORMANCE / QUALITY OF LIFE ANALYSIS:

If the ordinance is not approved, the City will be unable to enforce dog at large violations unless and until the decision by the magistrate judge is overturned.

DECISION POINT/RECOMMENDATION:

Approve ordinance to amend City code to provide for infraction penalties.

COUNCIL BILL NO. 09-1013
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 1.28.010 TO PROVIDE FOR INFRACTION PENALTIES PUNISHABLE BY \$100 FINES FOR VIOLATION OF CITY ORDINANCES WHEN SUCH PENALTY IS SPECIFICALLY PROVIDED OR REQUIRED BY OPERATION OF LAW; AMENDING SECTION 6.05.080 TO PROVIDE THAT ALLOWING A DOG TO RUN AT LARGE IS AN INFRACTION PUNISHABLE BY A FINE OF \$100; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 1.28.010 is amended to read as follows:*

1.28.010: DESIGNATED:

A. Any person violating any of the provisions or failing to comply with any of the mandatory requirements of the ordinances of the city is guilty of a misdemeanor unless an infraction penalty is either specifically provided for such violation or necessitated by operation of law. Except in cases where a different punishment is prescribed by any ordinance of the city, any person convicted of a misdemeanor under the ordinances of the city, any person convicted of a misdemeanor under the ordinances of the city shall be punished by a fine of not more than one thousand dollars (\$1000.00), or by imprisonment not to exceed one hundred eighty (180) days, or by both such fine and imprisonment. For infraction violations of any ordinance of the city, unless another infraction penalty is specifically provided, the penalty shall be one hundred dollars (\$100.00).

B. Each such person is guilty of a separate offense or liable to a separate penalty for each and every day during any portion of which any violation of any provision of the ordinances of the city is committed, continued or permitted by any such person, and he shall be punished accordingly.

SECTION 2. *That Coeur d'Alene Municipal Code Section 6.05.080 is amended to read as follows:*

6.05.080: RUNNING AT LARGE PROHIBITED:

A. It is unlawful for any owner or keeper who harbors any dog to allow or permit any dog, whether licensed or not, to be or remain upon any street or alley within the city or upon any public place therein, or upon any premises other than the premises of the person who owns or harbors such dog unless such dog is maintained on a leash no longer than ten feet (10') in length, of sufficient strength to restrain the animal, and in control of a person of sufficient age and physically able to restrain and control such animal; except as set forth in subsection B of this Section, no animal shall be taken upon or allowed to be upon the premises of any park or playfield whether it is on a leash or not. Dogs may be taken by the owner upon Tubbs Hill if maintained on a leash at all times and dogs may be taken on the concrete surfaced area only in city park if maintained on a leash at all times and the keeper of the dog immediately removes all excrement that may be deposited by the dog. No person having charge or control of any female dog in heat shall permit such animal to run loose, whether on private or public property. Any animal in heat shall be confined in a building or secure enclosure in such manner that it cannot attract stray dogs. Each violation of this subsection shall be an infraction offense punishable by an infraction penalty of one hundred dollars (\$100.00).

B. The City Council, when setting aside public property, including a park or portion thereof, pursuant to Section 5.18.010 of this Code may permit animals in a park for reasonable times, not to exceed eight (8) hours, and in reasonable manners, which permission shall not constitute a violation of this section.

SECTION 3 All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4 Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5 The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection,

word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

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

APPROVED, ADOPTED and SIGNED this 5th day of May, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending M.C. Sections 1.28.010 and 6.05.080

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING SECTION 1.28.010 TO PROVIDE FOR INFRACTION PENALTIES PUNISHABLE BY \$100 FINES FOR VIOLATION OF CITY ORDINANCES WHEN SUCH PENALTY IS SPECIFICALLY PROVIDED OR REQUIRED BY OPERATION OF LAW; AMENDING SECTION 6.05.080 TO PROVIDE THAT ALLOWING A DOG TO RUN AT LARGE IS AN INFRACTION PUNISHABLE BY A FINE OF \$100; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending M.C. Sections 1.28.010 and 6.05.080 , 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 5th day of May, 2009.

Warren J. Wilson, Chief Deputy City Attorney