



Coeur d'Alene

CITY COUNCIL MEETING

JULY 21, 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
July 7, 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 City Library Community Room July 7, 2009 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION was led by Pastor Carl Cook, Candlelight Church.

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

PRESENTATIONS:

PROCLAMATION – “PARKS DAY CELEBRATION”: On behalf of Mayor Bloem, Councilman Bruning read the Mayor’s proclamation designating July 11th as “Parks Celebration Day” in the City. Bob Hallock accepted the proclamation and distributed posters of the Parks Day Celebration. He noted that this year’s celebration will be at Cherry Park and Shaddock Park and Canfield Mountain Trails. Katie Kosanke, Parks Department presented an overview of the activities of the Parks Day Celebration. She noted that the Parks Foundation is coordinating this year’s celebration.

PRESENTATION – CITY GIS: Debbie Frisbie, GIS Coordinator, provided an overview of the Geographic Information System now available on the City’s web site for public use.

PUBLIC COMMENTS:

HAROLD HOCKER’S COMMENTS: Harold Hocker, 1413 E. Spokane Avenue, referenced a recent newspaper article in which a local bank wants to hold 6-8 parcels of LCDC owned property as collateral for the 4th Street project and warned the Council this is just the beginning of LCDC digging the hole deeper for the City. He also believes that this is why the City’s budget is going to have problems. He sees this as the beginning of another Great Depression where the first Great Depression lasted from 1929 through the end of World War II. He believes that the Council

should do the right thing and cancel LCDC. He also believes that Impact Fees for Schools which was voted down by the State legislature was done to keep the big bucks in the developers' pockets. He also commented that the Council does not realize that they work for the citizens and the citizens don't work for them.

4TH STREET PROJECT: Dennis Spencer, W. 22102 Cannon Hill Lane, PR Director for the 4th Street Project, complimented the City's engineering staff and believes that they do an outstanding job. The Street Department has also done an excellent job by keeping the alleyways passable during the construction process. The Water Department made sure that the businesses had uninterrupted water service. Overall, he believes that the people who are working for the City do an excellent job. He also encouraged residents to please visit those businesses along 4th Street during this reconstruction process. Councilman Kennedy complimented Mr. Spencer for his great work keeping everyone informed.

NEIDER/HOWARD EXPANSION BID: Kevin Stevens, 6631 N. 16th, representing SAFCO, commented that the Cameron-Reilly company that won the water line bid at the Fairgrounds a few years ago was required to employ 95% bona fide Idaho residents which they did not. Again this year, Cameron-Reilly is the low bidder for the Neider/Howard Avenue contract and he wants the City to assure that this company from Washington State shall abide by Idaho laws and employ 95% Idaho residents.

HUD FUNDING ADMINISTRATION CONTRACT SERVICES: Jim Brannon, 1310 Bering Cd'A, complimented the Fire and Police Department for the great job they did during the past several weekends. In regard to the contract with PAC for administering the HUD Funding, he believes that the City has backdated the contract.

4TH STREET PROJECT: Bob Edwards, N. 4th Street, who operates Discount Foods, noted that he had signed a short term lease for a building on 4th Street. He complained about the 4th street reconstruction project in that he was promised that one lane would always be open along 4th Street. He did commend Dennis Spencer, but asked the City to stop making changes to the construction plans as it delays the completion date. He requested that Dennis Grant send a letter to his landlord to give him relief for his rent during the construction time. Councilman Goodlander asked the residents to support these businesses during the construction period.

Kevin Stevens, 4th Street Project contractor, in regard to having one lane open at all times on 4th Street, noted that the original agreement states that one lane would be opened when major events are planned but believes that the area residents thought that meant all the time. He also noted that with the re-alignment of the sewer lines it is not safe to have one lane open at all times. In response to the comment that project changes are causing delays in the project he noted that these changes have not delayed the overall project but rather the overall project is on time and in some cases ahead of schedule. He noted that once the major portion of the roadway and curbs are done, then one lane will be opened up. He noted that the concrete bands at the

intersections will need to be done one intersection at a time in order to keep the other intersections open due to the time needed to let the pavers set before traffic can travel over them.

City Engineer Gordon Dobler also responded that the placement of the pavers has slowed the process a little bit since the intersections need to be done one at a time instead of all at once since no traffic can travel over these pavers for 5 days. He also clarified that the plans have not changed but the installation strategy has. He did note that LCDC did want to add conduit for lighting which set the completion time line back about one week and that the area businesses were notified of this change during one of the meetings at Midtown.

Councilman Edinger asked about having one lane open at all times and that he believed that the original deadline was in August. Mr. Dobler responded that it was originally hoped that the bid would have gone out in May but it took longer for the specifications to be drawn up so the contract did not go out until the first part of June and thus the deadline has always been in October.

CONSENT CALENDAR: Motion by Edinger, seconded by Hassell to approve the Consent Calendar as presented. Councilman Goodlander and Bruning declared a conflict of interest for some items on the Consent Resolution.

1. Approval of minutes for June 16, 2009.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, July 13th at Noon and 4:00 p.m. respectively.
3. RESOLUTION 09-025: 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 A LEASE AGREEMENT WITH ST. VINCENT DEPAUL FOR CITY BUILDING AT 201 HARRISON; ACCEPTANCE OF KOOTENAI COUNTY EMERGENCY OPERATIONS PLAN; DECLARATION OF SURPLUS PROPERTY FOR FIRE STATION NO. 1; AWARD OF BIDS FOR 4TH STREET BIKE RACKS TO TEAM YOUNGSTONE, ALAN DODGE AND TYREE KEARNS; AWARD OF CONTRACT-CDBG GRANT ADMINISTRATIVE SERVICES TO PANHANDLE AREA COUNCIL; AWARD OF BID – NEIDER AVENUE IMPROVEMENT PROJECT; DECLARATION OF SURPLUS PROPERTY FOR COEUR D'ALENE TV EQUIPMENT; MEMORANDUM OF UNDERSTANDING WITH WASHINGTON STATE TASK FORCE ONE; CHANGE ORDER NO 1 - GE/ZENON FOR WASTEWATER TREATMENT PLANT PILOT EQUIPMENT; AND AGREEMENT WITH STRATA GEOTECHNICAL FOR SPECIAL INSPECTION SERVICES FOR WASTEWATER DIGESTER 2 REPAIR; SS-16-07-FINAL PLAT APPROVAL AND MAINTENANCE WARRANTY AGREEMENT FOR SUNRISE COMMERCIAL PARK, 1ST ADDITION; SS-1-09 - FINAL PLAT APPROVAL AND SUBDIVISION IMPROVEMENT AGREEMENT FOR ZANETTI SUBDIVISION AND A LEASE AGREEMENT WITH NEIDER HOUSE, LTD FOR HOWARD AND NEIDER AVENUE PROPERTY.

4. Approval of cemetery lot transfer from Bonnie Wilmath to Gina Giczewski.

STAFF COMMENTS: Renata McLeod, Project Coordinator, explained that the CDBG plan years are separate buckets of money. The first PAC agreement was for CDBG Plan year 2008 grant administration. The proposed agreement is for grant administration services for CDBG Plan year 2009, which began April 1, 2009.

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

COUNCIL ANNOUNCEMENTS:

COUNCILMAN KENNEDY: Councilman Kennedy commended the Legal Department for the volume of cases they have prosecuted. The four prosecuting attorneys for the City had 626 court cases heard in May and 637 in June.

COUNCILMAN EDINGER: Councilman Edinger, who is the liaison to the Fire Department, commended the Fire and Police Departments for their excellent work during the past several weekends. He noted that the 4th of July, following the fireworks downtown, he had not heard of any disturbances that night and he believes that it is due to the police presence during this holiday weekend. Councilman Edinger also complimented the Chamber of Commerce for a great parade and fireworks display and thanked the Street Department and Parks Department for the great job they had also done during the recent events including Car d'Lane, Ironman and the 4th of July.

COUNCILMAN GOODLANDER: Councilman Goodlander reported that she recently met with the representatives from the Salvation Army and they complimented the Mayor and the Community and noted that the Coeur d'Alene Kroc Center will be the icon for the development of future Ray and Joan Kroc facilities.

APPOINTMENTS – NOISE ABATEMENT BOARD: Motion by Kennedy, seconded by Edinger to appoint Chris Copstead to the Noise Abatement Board. Motion carried.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel announced that due to the great investigative work of the Police Department they have arrested the juvenile that set the fires in the woods near Skyway Elementary School. The Coeur d'Alene Fire Department has established a Fire Corp program and is seeking volunteers to help provide non-emergency assistance from creating web sites to promoting life and safety education. Anyone interested in learning more about this program can contact the Fire Corps Coordinator, Jim Miller, at jdmill911@aol.com. NIC's first POST Academy held outside of the Meridian training complex conducted a graduation ceremony for the 20 law enforcement recruits who started the program 13 weeks ago. By having a POST Academy at North Idaho College, it saves the area's law enforcement agencies money by not having to send and house the recruits in Meridian. CDA TV will be conducting a Candidates Forum on October 7th and residents who wish to submit questions for the

candidates can do so through the City's web site at www.cdavid.org. Mrs. Gabriel announced that on July 9, 2009 the City will issue request for proposals through their Community Development Block Grant funds for projects or services that will benefit low-to-moderate income people or neighborhoods, and/or promote job creation/economic development. She announced that tonight the City Council will be setting the preliminary budget for 2009/2010 and scheduling their budget workshop for July 28th at 5:15 p.m. in the Library followed by a public hearing scheduled for September 1, 2009 at 6:00 p.m. also in the Library. She commended City staff, who during these economic hard times, have voted to forego their contractual 3% cost of living increase. She expressed her pride and gratitude with the City staff's decision thus enabling us to maintain the level of service our citizens expect.

RESOLUTION 09-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH LAKE CITY EMPLOYEE ASSOCIATION.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 09-028.

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

RESOLUTION 09-029

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH COEUR D'ALENE FIREFIGHTERS LOCAL NO.710, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS.

Motion by Kennedy, seconded by Goodlander to adopt Resolution 09-029.

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

RECESS: Motion by Kennedy, seconded by Goodlander to take a 5 minutes recess. Motion carried. The meeting recessed at 7:30 p.m. They returned to their regular meeting at 7:35 p.m.

RESOLUTION 09-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2009-2010, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND

STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

WHEREAS, it is necessary, pursuant to Idaho Code 50-1002, for the City Council of the City of Coeur d'Alene, prior to passing the Annual Appropriation Ordinance, to list expenditures and revenues during each of the two (2) previous fiscal years, prepare a Budget, tentatively approve the same, and enter such Budget at length in the journal of the proceedings and hold a public hearing; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2009:

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-2009 BUDGET	FY 2009-10 PROPOSED
<u>GENERAL FUND</u> <u>EXPENDITURES</u>				
Mayor and Council	\$192,544	\$186,003	\$196,635	\$197,594
Administration	446,226	475,023	502,884	489,105
Finance Department	700,091	750,453	753,390	753,944
Municipal Services	1,043,257	1,209,907	1,300,580	1,286,984
Human Resources	217,285	228,540	251,441	237,634
Legal Department	1,137,161	1,204,016	1,291,886	1,320,488
Planning	506,252	497,710	539,815	520,422
Building Maintenance	395,878	460,549	422,359	391,436
Police Department	8,044,123	8,552,926	9,246,766	9,262,335
Juvenile Incentive Grant	-0-	-0-	-0-	-0-
COPS Grant	77,962	35,640	-0-	-0-

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>GENERAL FUND</u> <u>EXPENDITURES</u> <u>CON'T</u>				
KCJA	76,093	134,123	51,640	51,640
Local Law Enforcement Grant	-0-	-0-	-0-	-0-
Fire Department	5,240,560	5,925,304	6,647,519	6,774,548
General Government	3,341,216	1,753,124	202,890	163,250
Engineering Services	1,158,958	1,408,062	1,261,233	1,079,341
Streets/Garage	2,328,016	2,377,091	2,549,117	2,206,686
ADA Sidewalk Abatement			211,814	221,446
Byrne Grant – Police Dept	39,390	45,178	80,662	87,343
Building Inspection	779,535	827,819	904,815	833,420
Parks Department	1,390,919	1,557,127	1,725,209	1,609,820
Recreation Department	788,599	685,308	777,233	764,302
<u>TOTAL GENERAL</u> <u>FUND</u> <u>EXPENDITURES:</u>	<u>\$27,904,065</u>	<u>28,313,903</u>	<u>\$28,917,888</u>	<u>\$28,251,738</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>SPECIAL REVENUE</u> <u>FUND</u> <u>EXPENDITURES:</u>				
Library Fund	995,746	1,073,849	1,180,404	1,185,698
CDBG	15,225	18,018	304,576	304,576
Impact Fee Fund	877,846	512,620	2,000,000	830,000
Parks Capital Improvement	510,485	618,279	1,578,000	227,000
Annexation Fee Fund	100,000	230,000	400,000	200,000
Self Insurance	271,236	405,313	318,000	201,243
Cemetery Fund	293,665	294,173	296,734	238,674
Cemetery Perp Care Fund	101,199	200,024	103,000	98,500
Jewett House	17,889	31,111	16,300	17,100

Reforestation	6,504	8,100	2,000	2,500
	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>SPECIAL REVENUE FUND EXPENDITURES:</u>				
Street Trees	31,439	68,216	40,000	41,500
Community Canopy			620	1,000
Arts Commission	4,308	6,924	6,700	6,600
Public Art Funds	167,048	41,217	211,000	173,000
KMPO	477,228	346,971	539,200	650,000
<u>TOTAL SPECIAL FUNDS:</u>	<u>3,869,818</u>	<u>3,854,815</u>	<u>6,996,534</u>	<u>4,177,391</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>ENTERPRISE FUND EXPENDITURES:</u>				
Street Lighting Fund	535,914	527,048	572,090	555,571
Water Fund	6,066,236	7,313,391	7,020,412	5,910,257
Wastewater Fund	10,604,505	9,685,612	17,180,612	21,910,819
Water Cap Fee Fund	206,406	1,268,589	1,000,000	416,240
WWTP Cap Fees Fund	1,802,931	1,153,372	3,798,325	1,026,993
Sanitation Fund	2,951,639	3,054,286	3,100,546	3,116,772
City Parking Fund	188,846	200,775	184,132	173,957
Stormwater Management	1,299,059	1,154,574	1,569,026	1,388,882
<u>TOTAL ENTERPRISE EXPENDITURES:</u>	<u>23,655,536</u>	<u>24,357,647</u>	<u>34,425,143</u>	<u>34,499,491</u>
<u>FIDUCIARY FUNDS:</u>	2,378,212	2,599,982	2,790,728	2,784,500
<u>CAPITAL PROJECTS FUNDS:</u>	9,140,695	2,215,704	1,720,000	2,000,000
<u>DEBT SERVICE FUNDS:</u>	3,119,178	2,522,019	2,383,816	2,153,383
<u>GRAND TOTAL OF ALL EXPENDITURES:</u>	<u>\$70,067,504</u>	<u>\$63,864,070</u>	<u>\$77,234,109</u>	<u>\$73,866,503</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-2009 BUDGET	FY 2009-2010 PROPOSED
<u>ESTIMATED REVENUES:</u>				
Property Taxes:				
General Levy	11,228,773	12,724,817	13,796,946	14,615,253
Library Levy	950,838	1,051,397	1,154,565	1,177,656
Policeman's Retirement Fund Levy	150,639	151,414	152,000	152,000
Comprehensive Liability Plan Levy	106,303	107,566	108,257	-0-
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 G.O. Bond Levy	985,186	995,684	1,000,000	972,000
<u>TOTAL REVENUE FROM PROPERTY TAXES:</u>	<u>\$13,671,739</u>	<u>15,280,878</u>	<u>\$16,461,768</u>	<u>17,166,909</u>

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>ESTIMATED OTHER REVENUES:</u>				
Interfund Transfers	6,064,456	5,114,994	9,573,294	4,826,115
Beginning Balance	29,841,796	31,557,473	33,087,612	27,680,646
Other Revenue:				
General Fund	12,445,373	11,573,001	12,629,317	11,429,726
Library Fund	60,497	39,105	25,839	35,000
Community Development Block Grant		37,362	304,576	304,576
Parks Capital Improvement Fund	515,168	173,140	153,000	129,000
Insurance/Risk Management	98,416	74,638	80,000	50,000

Cemetery	118,111	129,070	160,500	152,000
Annexation Fee Fund	355,951	386,251	100,000	27,000

	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
<u>ESTIMATED OTHER REVENUES CON'T:</u>				
Impact Fee Fund	1,528,381	818,335	825,000	518,000
Cemetery Perpetual Care Fund	111,410	124,282	75,000	80,000
Jewett House	7,568	8,629	7,500	8,000
Reforestation	6,437	9,914	2,000	2,500
Street Trees	43,703	63,320	40,000	40,000
Community Canopy		316	320	1,000
Arts Commission	5,007	5,923	5,700	6,600
Public Art Funds	74,302	87,169	79,379	79,000
KMPO	473,452	334,535	539,200	650,000
Street Lighting Fund	453,280	472,472	465,090	470,571
Water Fund	6,653,932	6,408,925	3,542,000	3,714,570
Wastewater Property Management	-0-	-0-	-0-	-0-
Wastewater Fund	7,219,124	9,641,907	6,484,165	14,491,380
Water Cap Fee Fund	782,937	588,276	600,000	270,000
WWTP Capitalization Fees	2,634,779	1,688,456	1,391,540	802,740
Sanitation Fund	3,031,174	3,067,584	3,144,000	3,053,719
City Parking Fund	229,058	166,366	150,000	129,200
Stormwater Management	1,281,114	1,310,370	1,318,000	1,315,000

Fiduciary Funds	3,012,028	2,934,017	2,565,500	2,558,500
Capital Projects Fund	3,007,465	614,395	200,000	1,000,000
Debt Service Fund	1,474,942	1,439,536	1,035,370	142,061
SUMMARY:				
	FY 2006-07 ACTUAL	FY 2007-08 ACTUAL	FY 2008-09 BUDGET	FY 2009-10 PROPOSED
PROPERTY TAXES	13,671,739	15,280,878	16,461,768	17,166,909
OTHER THAN PROPERTY TAXES	81,529,861	78,869,761	78,583,902	73,966,904
<u>TOTAL ESTIMATED REVENUES</u>	<u>\$95,201,600</u>	<u>\$94,150,639</u>	<u>\$95,045,670</u>	<u>91,133,813</u>

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on July 13, 2009 and July 20, 2009.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 1st day of September, 2009 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

STAFF REPORT: Deputy Finance Director, Vonnie Jensen, presented the proposed preliminary budget. She noted that this resolution set the high water mark for the budget which includes a 2% or \$309,000 in property tax increase but it does not include dollars for cost of living increase, and shows a 75% reduction in capital. She noted that a workshop has been scheduled for Tuesday July 28th and the public hearing has been set for September 1st, 2009.

Motion by Goodlander, seconded by Hassell to adopt Resolution 09-026.

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

RESOLUTION 09-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF GINNO CONSTRUCTION OF IDAHO, INC. FOR CONSTRUCTION OF THE RIVERVIEW CEMETERY ADDITION.

STAFF REPORT: Parks Director Doug Eastwood presented an overview of the Forest and Riverview Cemeteries improvement project which included the fence replacement

last year and this year, the construction of cremain columbarium niches. He reviewed the perpetual care fund for maintaining the City's cemetery system.

Motion by Hassell, seconded by Bruning to adopt Resolution 09-027.

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

PUBLIC HEARING – V-09-2– VACATION OF A PORTION OF WATERLINE EASEMENT IN LOT 1, BLOCK 12, CARLSEN TRACTS: Mayor Bloem gave the rules of order for the public hearing. Gordon Dobler, Engineering Services Director, gave the staff report.

Mr. Dobler reported that the applicant is Costco Wholesale Corporation, and the request is the vacation of a portion of the twenty foot (20') water line easement that is situated along the north side of the store on Neider Avenue and acceptance of a new easement that would replace the portion in the vacation request. He noted that the Costco site was developed in 2003 and contained a waterline that encompassed the wholesale facility. Recent construction on the subject property is resulting in the enlargement of the facility which warrants the relocation of a portion of the subject waterline. Because the easement was included in the subdivision plat of the site, the vacation process is required to remove or abandon any part of the easement. Mr. Dobler added that the applicant has relocated the affected waterline and is constructing the addition to the existing building. A new easement has been received and is ready for recordation to replace the portion that is being vacated.

Mr. Dobler reported that 119 notices of tonight's public hearing were sent with 18 responses being received - 12 in favor, 2 opposed, and 4 neutral. Written comments were read into the record.

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

MOTION: Motion by Edinger, seconded by Hassell to approve the vacation of a portion of waterline easement in Lot 1, Block 12, Carlsen Tracts.

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

PUBLIC HEARING – AMENDING THE AREA OF CITY IMPACT: Mayor Bloem reiterated the rules of order for this public hearing. Dave Yadon, City Planning Director, gave the staff report.

Mr. Yadon recalled that in November 2007, as part of the adoption of the new comprehensive plan, the Council approved a motion to remove the Carder Family Conservation Easement (approximately 160 acres) and adjust the boundary adjacent to

the City of Huetter in the planning area boundary and begin negotiations with the County to amend the City's Area of City Impact. On June 28, 2008, the Planning Commission reviewed the proposal and concurred to removal of this subject property from the City's Area of City Impact and adjust the boundary adjacent to the City of Huetter. From February 2009 through May 2009 the County held workshops and public hearings and then adopted County Ordinance No. 427 enacting the change at the county level. Tonight, the Council is being requested to consider the adoption of Council Bill No. 09-1016 which finalizes the action to amend the Area of City Impact Boundary for Coeur d'Alene.

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

ORDINANCE NO. 3364
COUNCIL BILL NO. 09-1016

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, PURSUANT TO IDAHO CODE SECTION 67-6526, ADOPTING A LEGAL DESCRIPTION AND A MAP IDENTIFYING THE AREA OF CITY IMPACT WITHIN THE UNINCORPORATED AREA OF KOOTENAI COUNTY, IDAHO; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

Motion by Hassell, seconded by McEvers to pass the first reading of Council Bill No. 09-1016.

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

Motion by Edinger, seconded by McEvers to suspend the rules and adopt Council Bill No. 09-1016 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.

EXECUTIVE SESSION:

Motion by Hassell, seconded by Bruning to enter into Executive Session as provided by I.C. 67-2345, Subsection B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; and Subsection 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 imminently likely to be filed.

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

The Council met in Executive Session at 8:10 p.m. Members present were the Mayor, City Council, City Administrator, Deputy City Administrator and City Attorney.

Matters discussed were those of personnel and claims. No action was taken and the Council returned to the regular meeting at 8:10 p.m.

CUNNINGHAM MATTER: Motion by Edinger, seconded by Bruning to authorize staff to proceed with the settlement of the Cunningham matter as recommended by legal counsel. Motion carried.

SOBOTA CLAIM: Motion by Edinger, seconded by Hassell to authorize staff to proceed with the offer of settlement in the Sobota claim as recommended by legal counsel. Motion carried.

ADJOURNMENT: Motion by Edinger, seconded by Goodlander that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 8:28 p.m.

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, CMC
Deputy City Clerk

RESOLUTION NO. 09-030

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 A COST RECOVERY AGREEMENT WITH EF RECOVERY LLC FOR SPILL MITIGATION AT AUTO ACCIDENTS AND AN INTERGOVERNMENTAL AGREEMENT FOR AUTOMATED RECORDS RETRIEVAL AND ELECTRONIC SHARING TECHNOLOGY (A.R.R.E.S.T.).

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 and 2" and by reference made a part hereof as summarized as follows:

1. Cost Recovery Agreement with EF Recovery LLC for Spill Mitigation at Auto Accidents,
2. Intergovernmental Agreement for Automated Records Retrieval and Electronic Sharing Technology (A.R.R.E.S.T.)

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 and 2" 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 21st day of July, 2009.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EDINGER	Voted _____
COUNCIL MEMBER BRUNING	Voted _____
COUNCIL MEMBER GOODLANDER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER HASSELL	Voted _____
COUNCIL MEMBER KENNEDY	Voted _____

_____ was absent. Motion _____.

Staff Report

Date: 6-9-2009

To: General Services Committee

From: Jim Washko, Fire Department

Re: Cost Recovery

DECISION POINT: For the Mayor and Council to allow an agreement between the Fire Department and the EF Recovery, LLC to continue for supplies and cost recovery from spill mitigation at auto accidents.

HISTORY: The Fire Department responds to over 400 auto accidents each year. At those incidents we do a multitude of functions, one of which is spill mitigation. We have been using this EF recovery since 2005 for our cost recovery for those mitigation materials and we have received over \$40,000 in compensation. The company handles the interface with the insurance companies once they receive the information form us. After each accident we fill out an on line report on their web site, supplied with the appropriate information, send it and they do the rest.

FINANCIAL ANALYSIS: There is a very positive financial outcome to using EF Recovery. First spill mitigation is built into auto insurance policies. When we use product to mitigate a spill we are reimbursed for the product and the time used to place the product. We have received over \$40,000 in reimbursement and have not had to purchase spill mitigation material.

PERFORMANCE ANALYSIS: The product used is an organic environmental friendly material that far superior than any other product we have used.

DECISION POINT/RECOMMENDATION: For the Mayor and Council to allow the Fire Department continue our relationship with EF Recovery, LLC for cost recovery of spills.

EF Recovery, LLC Cost Recovery Agreement

This Agreement dated as of _____, 2009 is between
_____, (the "*Department*"),
whose address is, _____ and
EF Recovery, LLC, a Washington limited liability company ("*The Agency*"), whose address is
P.O. Box 2029 Gig Harbor, WA 98335. In consideration of the mutual covenants and promises
contained herein, the parties agree as follows:

1. **SERVICES** The Department retains The Agency as its contractor to handle the cleanup of spills of contaminants at automobile accident sites, assist in recovering the costs of clean up from negligent parties or their insurers (the "*Liable Parties*"), and perform the services listed on EXHIBIT A attached hereto and incorporated herein by this reference, (collectively, the "*Services*") in accordance with the terms of this Agreement.
2. **COMPENSATION** For each accident site on which The Agency provides any Services, the Department shall pay The Agency the Base Charge as determined per EXHIBIT A. There is no Base Charge for uncollectable claims. Additional fees may apply per EXHIBIT A. Within 10 days after the end of each month the The-Agency shall send a statement setting forth in reasonable detail the total amount billed and collected from Liable Parties.
3. **TERM** The term of this Agreement shall commence on the date hereof and continue until the first anniversary of such date (the "*Term*"). Thereafter, the Term shall be automatically renewed for succeeding terms of one year each, unless it is sooner terminated pursuant to Section 5. While this Agreement is in effect, the Department shall not retain any individual or entity other than The Agency to perform the Services.
4. **INDEPENDENT CONTRACTOR** The Agency is and shall at all times remain an independent contractor of the Department. The personnel performing the Services on behalf of The Agency shall at all times be under The Agency's sole direction and control. The Agency shall not incur or have the power to incur any debt, obligation or liability for or on behalf of the Department, or bind the Department in any manner.
5. **DEFAULT.** If either party breaches any material term of this Agreement, the non-breaching party may terminate this Agreement upon 30 days prior written notice to the breaching party unless the breaching party cures the default prior to the expiration of such 30 day period. Such notice shall describe the breach in reasonable detail. In addition to such termination right, the non-breaching party shall have all rights and remedies available for such breach under applicable law. If this Agreement is terminated, the Department shall continue to make monthly payments to The Agency under Section 2 for the Services performed by The Agency prior to the date of termination until no further amounts are collected from Liable Parties relating to such Services.

6. **NOTICES** Any notices under this Agreement must be in writing and may be given by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested. All notices shall be addressed to the address of the party set forth above, or at such other address as that party may later designate by notice in accordance with this Section and shall be effective upon delivery or on the third business day following deposit with the United States Mail.
7. **FORCE MAJEURE** Except for the obligation to pay for the Services, neither party shall be liable for delays in its performance, or failures to perform, hereunder due to strikes, riots, war, fire, acts of God, labor disputes, delays caused by the other party, weather, inability to secure labor or materials, revocation, suspension, denial or modifications of any necessary permit, license or approval or other matters beyond the reasonable control of the affected party as long as such party is taking steps to resume performance.
8. **COLLECTION PROCESS** The Agency agrees that it shall use only lawful means to effect collections and will comply with all provisions of the Fair Debt Collection Practices Act ("FDCPA") and applicable state statutes in connection with these collections.
9. **COLLECTED FUNDS** The Agency will deposit all collected funds into a trust account. All recovered funds, less the billing fee(s), will be submitted to the Department along with a detailed accounting of funded claims no longer than 60 days after the funds have been received. Agency will make a "best effort" to collect from the Liable Party. Agency shall not be responsible for the payment of any billings that a Liable Party denies or refuses to pay.
10. **INDEMNIFICATION** The Agency agrees to indemnify the Department and hold them harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from the Agency collection's activity under this agreement; provided, however, that the department warrants and guarantees that the information furnished to the Agency is accurate.
11. **GOVERNING LAW; DISPUTE RESOLUTION** This Agreement shall be governed by the laws of Washington. If any dispute arises, the parties shall first attempt to resolve it by reasonable negotiation. If either party brings an action to enforce or interpret any provision of this Agreement, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorneys' fees incurred by the prevailing party including those on any appeal or in any bankruptcy action.

12. **LEGAL MATTERS** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, understandings and agreements, written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless made in writing and signed by both parties. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, except that The Agency may retain subcontractors to perform the Services. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The persons executing this Agreement on behalf of The Agency and the Department warrant and represent that they have the authority to execute this Agreement on behalf of The Agency and the Department respectively, and that they have the authority to bind The Agency and the Department in the performance of their obligations hereunder.

Executed as of the day and year first above written

THE DEPARTMENT

**THE AGENCY
EF Recovery, LLC**

by: _____

by: _____

its _____

its _____

EXHIBIT A

DESCRIPTION OF THE AGENCY'S SERVICES, BILLING OPTIONS AND FEES

1. The Agency will bill the negligent parties or their insurers, based on the options chosen below, for all labor, equipment and materials used at the scene as determined by the Department and submitted to the Agency. The Agency will not amend, correct, adjust or modify any amounts submitted by the Department without the Department's approval.

In addition, from time to time the Department and The Agency may agree upon additional services to be performed by The Agency under the Agreement and the compensation payable to The Agency for such services.

2. For each claim submitted to the Agency, the Agency will charge the greater of 14% of the total amount collected from the Liable Parties or \$50.00 (the "Base Charge"). An additional fee of \$9 will apply to all claims submitted by Facsimile (FAX), e-mail or U.S. mail. An additional fee of \$19 will apply to all claims submitted by telephone. There is no additional fee for claims submitted to the Agency via the Agency's website.
3. Billing Options. The Agency will recover funds based on the collection options selected in the section below. These options and associated fees may be amended from time to time by written notice.

Please indicate your Department's Collection options by checking the boxes below

Select only one
from this group



- Bill Insurance Companies only
- Bill Insurance Companies and out of area Liable Party(s) only
- Bill Insurance Companies and Soft Bill all Liable Party(s)
- Bill Insurance Companies and provide full collection effort for all Liable Party(s)

- Individual Claim Department authorizes the Agency to collect from individuals on a claim-by-claim basis.
- Hold Funds Department authorizes the Agency to accrue recovered funds and will remit to Department upon request.

Fee Schedule:

- Report Fee \$50 Department authorizes the Agency to complete an incomplete claim by requesting law enforcement, or other public information reports and/or sources.
- Modification Department authorizes the Agency to add the report fee to the claim data automatically at times when public information reports are needed or required to complete said claim.

STAFF REPORT

DATE: July 7, 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:

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 Washington through the Redmond Police 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**

City of Spokane, WA Spokane Police Department
And other members of the ARREST Consortium:

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

AND

CITY OF Redmond, WA Redmond Police Department
City of Duvall, WA and its Police Department
City of Carnation, WA and its Police Department
by and through the Redmond Police Department

FOR SHARING LAW ENFORCEMENT INFORMATION

ARTICLE I PARTIES, GENERAL

A. PARTIES: This Intergovernmental Agreement is made and entered into this ____ day of _____, 2009, by and between the City of Spokane, a municipal corporation of the State of Washington, by and through the City of Spokane Police Department (hereafter called "SPD") the City of Redmond, a municipal corporation of the State of Washington, by and through the City of Redmond Police Department (hereafter called "REDMOND").

B. ADDITIONAL PARTIES; ARREST CONSORTIUM: Additional parties hereto are the participants in the Automated Records Retrieval and Electronic Sharing Technology consortium (hereinafter called "ARREST"). ARREST is a consortium of Inland Northwest Law Enforcement agencies organized to share law enforcement information using "COPLINK". ARREST participants have entered into a Memorandum of Understanding (MOU), a copy of which is attached as EXHIBIT A hereto and incorporated herein.

C. ADDITIONAL PARTIES; REDMOND: Additional parties hereto are the City of Carnation Police Department and City of Duvall Police Department, who contract with city of Redmond for police services. Carnation and Duvall have entered into an interlocal agreement, a copy of which is attached as EXHIBIT B hereto and incorporated herein.

D. LEGAL BACKGROUND: SPD and other ARREST members, pursuant to the ARREST Memorandum of Understanding, and REDMOND, desire to enter into this agreement on behalf of their various law enforcement agencies with respect to the sharing of certain law enforcement

information. City of Redmond and contracted agencies are empowered by RCW 35A.12.020 to maintain a Police Department and are authorized to contract by charter 2.02 of the Redmond Municipal Code. SPD and ARREST members likewise are empowered to maintain law enforcement agencies and participate in information sharing agreements of the subject matter herein. SPD is a Washington Public Law Enforcement Agency, and the other ARREST members are likewise Washington Law Enforcement Agencies or Law Enforcement Agencies of the State of Idaho, and this Agreement has been approved by the City of Spokane Administrator and the Governing Bodies of the ARREST Consortium on behalf of the other ARREST members. REDMOND PD is a Washington Public Law Enforcement Agency, and contracted Agencies, Carnation PD and Duvall PD are likewise Washington Law Enforcement Agencies, and this Agreement has been approved by the City of Redmond City Council, And the councils of the Cities of Carnation and Duvall.

E. PUBLIC SAFETY FINDING: The governing bodies of the parties to this agreement mutually find that implementation of this Intergovernmental Agreement will substantially further and support the public safety, health, and welfare.

ARTICLE II. PURPOSE; SYSTEM

A. PURPOSE: The purpose of this agreement is to enhance the effectiveness of law enforcement by increasing information sharing related to crime and criminal activities.

B. SPD and REDMOND have established COPLINK nodes as a method of sharing law enforcement information that permits electronic access to confidential law enforcement information maintained by other law enforcement agencies. Generally, the information involved is information that cannot presently be easily accessed by anyone outside of the agency holding the information.

C. SYSTEM: The system that has been developed is being implemented throughout the United States. The system will consist of centralized node agencies in specific geographic areas, each of which will connect local member agencies to the system. Through the system, member agencies will have access to the above referenced information from all other member agencies.

D. ARREST NODE: This agreement adds ARREST as a node agency, and existing agreements with law enforcement agencies in its geographic area as member agencies, to share law enforcement information controlled by the SPD node and to have access to information from other member agencies available through other nodes.

ARTICLE III. DEFINITIONS

- A. “Licensed software” means all computer programs and the supporting agreement between SPD, REDMOND PD, and Knowledge Computing Corporation.
- B. “COPLINK” means the CONNECT and DETECT software application modules and any other application modules licensed to the agencies by Knowledge Computing Corporation under the name COPLINK.
- C. “Member agency” means any law enforcement, public safety, or criminal justice agency that has entered into an agreement with the City of Redmond or ARREST to share law enforcement information using COPLINK.
- D. “Knowledge Computing Corporation” (hereinafter KCC) means a corporation with its principal place of business at 7750 E. Broadway Blvd., Suite 100 , Tucson AZ. 85710, who is the owner and developer of COPLINK.
- E. “Data Repository” means the web servers, database servers, and backend databases maintained by ARREST and Redmond to facilitate the sharing of law enforcement information between them and other member agencies.
- F. “Node agency” means the controlling agency in each geographic area.
- F. “Background screening” means a background investigation that is fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

ARTICLE IV. EFFECTIVE DATE AND TERM

This agreement will become effective on the date that is executed by all Agency Parties. The ARREST members all operate through the City of Spokane, SPD for purposes of this Agreement. The agreement shall continue in force until either REDMOND or SPD provides sixty (60) days prior written notice to the other of its intent to terminate the other agency’s access to its records through the methods provided in this agreement.

ARTICLE V. DATA ACCESS AND SECURITY REQUIREMENTS

- A. Data Access: Access to law enforcement information under this Agreement will be provided utilizing the 1) TCP/IP communications protocol over a network segment maintained by REDMOND, ARREST, or any other secure network configuration that is mutually acceptable to the member agencies. The law enforcement information residing in the COPLINK data repositories hosted by the agencies shall be available on a 24-hour a day, 7 days a week basis, with downtime limited to those hours required for any necessary system maintenance activities. Agencies agree to inform each other in advance, whenever possible, of scheduled system downtimes.
- B. Data Sharing: COPLINK data will be shared with member agencies that have entered into an agreement with a node agency. No member or node agency will share information gained through this system with an agency that is not a member agency, except by permission of the agency originating the information.
- C. Security Requirements: Member and node agencies agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy. Exceptions to the above policy shall not be implemented by any member agency without the approval of all node agencies.
- D. Limitation of use: Member and node agencies acknowledge that the law enforcement information hosted in the COPLINK data repositories shall be used for law enforcement purposes only, and that only law enforcement agency employees that have passed a background screening will be allowed access to the COPLINK system.
- E. If at any time any member agency violates the requirements of this agreement with regard access to or sharing of information, the node agency connecting that member agency may disconnect the member agency. Except in the case of a critical emergency, access shall not be terminated by a node agency until the offending member agency has been provided with sixty days written notice of the violation and the opportunity to correct the violation.
- F. If at any time any member agency believes that another agency is allowing unauthorized access to or use of the member agency's data, the member agency may withdraw from the shared data system. Except in the case of a critical emergency, a member agency shall not withdraw from the system until the offending agency has been provided with sixty days written notice of the violation and the opportunity to correct the violation.
- G. All disputes concerning access shall be determined by agreement among the node agencies. In the absence of agreement, the data-sharing link of the offending agency shall be terminated.

ARTICLE VI. INFORMATION OWNERSHIP, RELEASE AND ACCURACY

- A. Control and Release Constraints: Member and node agencies retain control of all of information they provide through the system at all times. Any request for access to information hosted in COPLINK Data Repositories that is not authorized under current agreements will be referred to the agency originating the information being requested. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the originating agency.

Information Accuracy: Agencies acknowledge that the law enforcement data maintained in the COPLINK data repositories consists of information that may or may not be accurate. Each agency is responsible for its own negligence and participates in this Agreement at its own risk. Each agency releases the other from errors or inaccuracies in the data, but this shall not create any indemnification against third party claims. Due to potential inaccuracies, any data obtained from the COPLINK repositories should be verified through original documentation prior to taking law enforcement action.

ARTICLE VII. FINANCIAL CONSIDERATIONS

Each node and member agency is responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to participate in this system. Nothing included in this agreement requires any agency to fund the activities of any other agency.

Node and member agencies may individually apply for grant funding for this system but such arrangements and the use of any funds arising from grants are outside the scope of this Agreement.

ARTICLE VIII. METHOD OF EXECUTION

This agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

ARTICLE IX NOTICE

Any notice given pursuant to this contract shall be in writing and shall be considered to have been given when actually received by the following addresses or their agents or employees:

City of Redmond
Redmond Chief of Police
Redmond Police Department
8701 160th Avenue NE
PO Box 97010
Redmond, WA 98073-9710

and

ARREST Consortium
C/o Spokane Police Department
City of Spokane
Spokane Chief of Police
1100 W. Mallon Avenue
Spokane, WA 99260-0001

IN WITNESS WHEREOF, the chief law enforcement officer or chief executive officer of the parties hereto have given their respective consents and the parties hereto have executed this agreement by and through their respective officers duly authorized.

Attachment A

ARREST

(Automated Records Retrieval and Electronic Sharing Technology) consortium

MEMORANDUM OF UNDERSTANDING
BETWEEN

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

To Form Consortium For Sharing Law Enforcement Information

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

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

RECITALS

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

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

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

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

THEREFORE, the AGENCIES hereby agree to the following:

AGREEMENT

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

0.0 Definitions:

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

1.0 Effective Date and Term of MOU, Additional Members

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

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

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

2.0 Agreement to form Consortium

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

3.0 Contributions

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

4.0 Governance

- 4.1 **Authority:** ARREST is established by this Memorandum of Understanding (MOU), signed by participating agencies in accordance with federal, state, and local laws governing law enforcement information and information systems.
- 4.2 **Representation/Decision Making:**
The head of each agency, or their designee, shall represent that agency as the voting member of the ARREST Consortium. The ARREST consortium shall have authority to resolve disputes arising under this MOU.
- 4.3 **The ARREST Consortium shall elect, by a majority vote, a chair and a vice chair,** each for a period of twelve months. .
- 4.4 **Duties:** The ARREST Consortium shall approve the creation, change and rescission of security directives and other applicable policies, as needed to ensure the system protects the confidentiality of information in compliance with state and federal laws and the provisions to the MOU. (See separate Security Directives Policy).

5.0 Data Access and Security Requirements

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

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

6.0 Information Ownership, Constraints on Release and Accuracy:

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

7.0 Benefits to Consortium Members:

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

Attachment B

FOR THE CITY OF REDMOND:

PARTIES TO THIS AGREEMENT:

Consent of Chief of Police

Redmond Chief of Police

ATTEST:

CITY OF REDMOND, Municipal Corporation

By _____
City Clerk

By _____
Mayor

Approved as to form:

Redmond City Attorney

FOR THE CITY OF CARNATION, WA

City Administrator

Attest: City Clerk

FOR THE CITY OF DUVALL, WA

City Administrator

Attest: City Clerk

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 _____
Mayor or City Administrator

FOR THE CITY OF COEUR D'ALENE, ID:

Coeur d'Alene Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

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

By _____ Date _____
City Administrator

By _____ Date _____
Mayor

ATTEST:

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 or Chairman

FOR THE CITY OF LIBERTY LAKE, WA:

Liberty Lake Chief of Police approval

_____ Date _____
Chief of Police

PARTIES TO THIS AGREEMENT

ATTEST: CITY OF LIBERTY LAKE, WA, municipal corporation

By _____ Date _____
Mayor or City Administrator

FOR THE CITY OF MEDICAL LAKE, WA:

_____ Date _____
Mayor or City Administrator

PARTIES TO THIS AGREEMENT
ATTEST: CITY OF MEDICAL LAKE, WA municipal corporation

By _____ Date _____
Finance Director/City Clerk

APPROVED AS TO FORM:
_____ Date _____
City Attorney

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

**STAFF REPORT
GENERAL SERVICES**

July 13, 2009

From: Doug Eastwood, Parks Director

RE: COMPLETION OF FALLEN HEROES PLAZA

Decision Point: Allocate \$60,000 from the Parks CIF to complete the Fallen Heroes Plaza.

History: This project is a memorial to the fallen firefighters and police officers that have died in the line of duty in Idaho and a memorial to the tragic event of 9/11/01 and the collapse of the World Trade Center and surrounding buildings. This project began with a ground breaking ceremony on September 11, 2008. Our goal was to complete the project by July 11, 2009 and dedicate memorial on that day. A Fallen Heroes Plaza sub-committee has been working diligently for more than a year to bring the project to fruition. The committee is comprised of members of the CDA Rotary Club, Park Foundation, Police, Fire, Parks and interested citizens. We have had some delays this year in development due to weather and a few design changes; the inclusion of the 9/11 buildings footprint with a piece of the World Trade Center and modification to the interior design of the plaza. We have raised \$125,000 in cash donations plus \$44,000 of in-kind services to date with an expectation that an additional \$200,000 can be raised with the brick paver sales, donor wall and 9/11 building footprint plaques. We are very close to completing the project and would like to re-set the dedication date for September 11, 2009. We do not expect the above referenced funding sources to generate enough funding within the next 60 days to meet this completion date.

Financial Analysis: As of today we will need approximately \$60,000 to complete the project, probably less as fund raising is continuous and we will likely see many more donations made before the targeted completion date. The funds to complete the project are available in the Parks Capital Improvement Fund but were not allocated for this specific project. A caveat in this allocation expense is that the funds can be replaced in time through the donations made for the above referenced opportunities to contribute to this memorial.

Performance Analysis: The best comment I could make is to invite everyone to visit the site and see what is being developed. This is a beautiful piece of artwork combined with a lasting legacy to the Fallen Heroes of Idaho. It will be a landmark facility, admired and appreciated throughout the state and beyond our borders.

Decision Point: Allocate up to \$60,000 in the Parks CIF to complete the Fallen Heroes Plaza with contributions being returned to the fund replacing that allocation.

STAFF REPORT

To: The Mayor and City Council

Date: July 21, 2009

From: Troy Tymesen, Finance Director

Subject: Local Improvement District (LID) Certification

DECISION POINT:

To approve the attached list of delinquent LIDs to be certified to the County for inclusion and collection on the property tax roll.

HISTORY:

Each year the City certifies LIDs that are more than six months delinquent. The 2008 certification totaled \$11,488. The 2009 certification totals \$17,750.

FINANCIAL ANALYSIS:

The certification for 2009 is \$17,750.

PERFORMANCE ANALYSIS:

The City historically receives 98%+ of the delinquent LID's through the certification process.

DECISION POINT/RECOMMENDATION:

To approve the attached list of delinquent LIDs to be certified to the County for inclusion and collection on the property tax roll.

**CITY OF COEUR D'ALENE
LID'S TO BE CERTIFIED 2009**

NAME & ADDRESS	TAX BILL #	AMOUNT
LID 144-006 Helen Aalfs 4309 Royal Avenue Coeur d'Alene ID 83815 C-1680-003-001-0	117199	200.00
LID 146-040 Blvd Place LLC 1801 Northwest Boulevard Coeur d'Alene ID 83814 C-2565-015-010-A	104807	7,408.00
LID 124-196 Michael Budvarson 4403 Spiers Road Coeur d'Alene ID 83815 C-6525-016-006-0	121309	172.00
LID 145-086 Douglas Cremer 18960 Malt Road Caldwell ID 83607-8902 C-9000-000-002-A	125950	274.00
LID 145-012 Deming Industries 2945 N Government Way Rt 4 Coeur d'Alene ID 83815 C-4095-000-010-A	108732	822.00
LID 145-050 Jeffrey Elder 180 W Dalton Avenue Coeur d'Alene ID 83815 C-6105-000-011-B	119849	450.00
LID 145-057 Jeffrey Elder 125 W Dalton Avenue Coeur d'Alene ID 83815 C-6105-000-016-0	131340	766.00
LID 145-034 Home Depot USA Cecil Hathaway PO Box 105842 Atlanta GA 30348-5842 C-1330-001-001-0	222780	3,518.00
LID 145-033 Keg 11874 Bob Worst Lane Hayden ID 83835 C-6110-000-001-0	172204	1,304.00
LID 148-003 John Letcher 3415 Fruitland Lane Coeur d'Alene ID 83815 C-4050-000-049-A	130961	172.00
LID 144-035 DJ Lundblad c/o F & L Limited Liability 1100 West Prairie Avenue Coeur d'Alene ID 83814 C-9330-002-002-0	215435	1,020.00

CITY OF COEUR D'ALENE
LID'S TO BE CERTIFIED 2009

NAME & ADDRESS	TAX BILL #	AMOUNT
LID 132-187 Tina Marshall 6325 Sunrise Terrace Coeur d'Alene ID 83815 C-8740-001-001-E	111404	172.00
LID 128-103 Northside Manor Homes 3084 Howard Street Coeur d'Alene ID 83815 C-8345-001-001-A	172206	172.00
LID 132-042 Roberto Santos 826 W Park Avenue Coeur d'Alene ID 83815 C-7400-001-020-0	133072	172.00
LID 130-056 Harold B Smith 715 Lakeside Avenue Coeur d'Alene ID 83814 C-1800-032-010-0	111395	784.00
LID 132-199 Gene Valiquette 540 Horizon Court Coeur d'Alene ID 83814 C-8740-001-013-0	137298	172.00
LID 127-141 Monte Webb 3714 N Woods Lane Coeur d'Alene ID 83815 C-3015-010-001-0	118994	172.00
Total to be Certified		<u>17,750.00</u>

ANNOUNCEMENTS

Memo to Council

DATE: July 14, 2009

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the July 21st -
Council Meeting:

GAIL McGAUGHEY

Noise Abatement Board

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Noise Abatement Board Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

July 13, 2008
PUBLIC WORKS COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Mike Kennedy
Council Member Woody McEvers
Council Member Al Hassell

STAFF PRESENT

Sid Fredrickson, WW Superintendent
Amy Ferguson, Executive Assistant
Troy Tymesen, Finance Director

Item 1 Contract Change Order No. 1 - Spokane River TMDL Review Services
for GeoEngineers

Sid Fredrickson, Wastewater Superintendent, presented a request to amend the contract with GeoEngineers for facilitating services to the Spokane River Stewardship Partners (SRSP) to assist in developing the Total Maximum Daily Load (TMDL). Mr. Fredrickson explained that the maximum share for the city would be \$21,500.00, and the total contract amount would be \$193,500, to be split nine ways between each partner. Mr. Fredrickson explained that nine partners have come together to try to have a positive influence over the outcome of the TMDL being developed in Washington that will have dramatic impacts on their discharge permits. They have hired GeoEngineers to help facilitate a series of ongoing meetings with the Executive Committee of the nine partners and Washington's Department of Ecology, EPA, and Idaho's DEQ. Meetings have been ongoing for some time and it became apparent that the amount budgeted for GeoEngineers and other subconsultants they want to engage was going to be very inadequate in that much more assistance is needed, which includes additional meetings and workshops with the EPA and SRSP modeling experts, peer review of EPA model results, additional meetings with the EPA to try and finalize model scenarios, and a public opinion poll of river perceptions in both Spokane and Kootenai Counties. One of the areas they want to include in the amendment is the ability to stage a "beneficial use" workshop with the regulators.

Mr. Fredrickson said that the City of Post Falls has chosen not to participate in the public opinion poll. Councilman Kennedy commented that the public opinion poll is an educational tool and the more input received, the better all around.

MOTION by Kennedy, seconded by McEvers, to recommend council approval of Resolution No. 09-___ approving Change Order #1, for an increased cost of \$11,500 to the City's agreement with GeoEngineers, for a total city share of \$21,500.00. Motion carried.

The meeting adjourned at 4:15 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

**Public Works Committee
Staff Report**

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: July 13, 2009
Subj: Contract Change Order #1 for Spokane River TMDL Review Services for GeoEngineers

DECISION POINT: Council may wish to amend the contract with GeoEngineers for facilitating services to the Spokane River Stewardship Partners (SRSP) to assist us developing the Total Maximum Daily Load (TMDL). The maximum share for the city would be \$21,500. (See attached.)

HISTORY: Nine partners – the Spokane River Stewardship Partners (SRSP) – have come together to try to have positive influence over the outcome of the TMDL being developed in Washington that will have dramatic impacts on our discharge permits. The partners are: Avista Corporation, Spokane County, City of Spokane, City of Coeur d’Alene, City of Post Falls, Liberty Lake Sewer and Water District, Kaiser Aluminum, Inland Empire Paper, and the Hayden Regional Sewer Board.

A contract was entered into with GeoEngineers to provide service to the SRSP to assist us with dealing with EPA for the upcoming TMDL. Since then, it has become apparent that much more assistance is needed. The schedule has slipped and this alone has resulted in many more meetings. The follow summarizes the more than doubling of required services:

- Additional meetings and workshops with the EPA and SRSP modeling experts
- Nationally-known expert modelers peer review of EPA model results
- Additional meetings with EPA to try and finalize model scenarios
- A public opinion poll of river perceptions in both Spokane and Kootenai Counties.

The new not-to-exceed amount is \$193,500 to be split nine ways or \$21,500 each partner.

FINANCIAL ANALYSIS: The current budget has a line item for permit renewal planning of \$250,000. To date there is over \$200,000 remaining.

PERFORMANCE ANALYSIS: The partners are facing the potential of hundreds of millions of dollars in capital expenditures if the TMDL comes out unfavorably and we end up with limits that cannot be achieved with today’s technology. In short, this is a very high stakes process.

DECISION POINT: Council may wish to amend the contract with GeoEngineers for facilitating services to the Spokane River Stewardship Partners (SRSP) to assist us developing the Total Maximum Daily Load (TMDL). The maximum share for the city would be \$21,500. (See attached.)

RESOLUTION NO. 09-031

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING CHANGE ORDER #1 TO THE MEMORANDUM OF AGREEMENT FOR THE SPOKANE RIVER TOTAL MAXIMUM DAILY LOAD ("TMDL") REVIEW SERVICES WITH GEOENGINEERS, INC.

WHEREAS, the city of Coeur d'Alene pursuant to Resolution No. 09-012 entered into a Memorandum of Agreement dated the 17th day of March, 2009 between the Cities of Coeur d'Alene, Post Falls, Spokane, Spokane County, Kaiser Aluminum Fabricated Products, LLC, Avista Utilities, Hayden Area Regional Sewer Board, Inland Empire Paper Company and the Liberty Lake Sewer and Water District (collectively, the ("Stakeholders") for the Spokane River Total Maximum Daily Load ("TMDL") Review Services with GeoEngineers, Inc., pursuant to advertised bidding specifications; and

WHEREAS, it has been determined that modification is necessary, the Wastewater Department has requested that the city of Coeur d'Alene approve Change Order #1 for the on-call services related to the Stakeholders' review of the Spokane River TMDL at an additional cost of \$11,500.00 a copy of which change order is attached hereto marked Exhibit "1" and by reference made a part hereof, thereby increasing the total contract price to \$21,500.00; and

WHEREAS, the City Council deems it to be in the best interests of the city of Coeur d'Alene and the citizens thereof to approve such change order; NOW, THEREFORE,

BE IT RESOLVED, that the Mayor and City Council of the city of Coeur d'Alene hereby agree to the requested Change Order #1 in the scope of the original specifications and contract with GeoEngineers, Inc, as set forth above, a copy of which Change Order #1 is attached hereto as Exhibit "1" and by reference made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute any and all documents necessary to effect such change order on behalf of the city of Coeur d'Alene.

DATED this 21st day of July, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

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

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

_____ was absent. Motion _____.

**Change Order No. 1 to the Memorandum of Agreement between
The Stakeholders and GeoEngineers**

Effective Date: July 1, 2009
Project/Task: Spokane River Total Maximum Daily Load Review
Consultant: GeoEngineers, Inc.

Background: The Memorandum of Agreement (“MOA”) applicable under this Change Order was entered into between the Cities of Coeur d’Alene, Post Falls and Spokane, Spokane County, Kaiser Aluminum Fabricated Products, LLC, Avista Corporation dba Avista Utilities (“Avista”), Hayden Area Regional Sewer Board, Inland Empire Paper Company, the Liberty Lake Sewer and Water District (collectively, the “Stakeholders”) and GeoEngineers, Inc. (“Consultant”); collectively referred to as the “Parties”. The MOA was incorporated into the Services Agreement (“Agreement”) entered into between Consultant and Avista on behalf of the Stakeholders for TMDL review as Exhibit E.

Description of Change:

The purpose of this Change Order is to increase the budget agreed to in the MOA for the on-call services related to the Stakeholders’ review of the Spokane River TMDL.

Reason for Changes:

The original budget approved under the MOA is not adequate to cover the estimated costs for Consultant’s services for the remainder of the year as described in Consultant’s attached Memorandum dated June 22, 2009, incorporated into this Change Order and the MOA as “Exhibit G”.

Attachments: Exhibit G – Consultant’s additional cost estimates.

Compensation:

The Compensation described in Section 3 of the MOA shall be increased by an additional \$11,500 per Stakeholder for the additional costs described in Exhibit G.

MOA – Initial Budget: \$ 90,000.00
New Not-to-Exceed Budget: \$193,500.00

Except as set forth in this Change Order, all other terms of the MOA shall remain in full force and effect.

This MOA has been signed by each of the Parties’ authorized representatives as set forth below.

Avista Corporation dba Avista Utilities

By _____

Its: _____

Spokane County

By _____

Its: _____

City of Spokane

By _____

Its: _____

City of Coeur d'Alene

By _____

Its: _____

City of Post Falls

By _____

Its: _____

Liberty Lake Sewer and Water District

By _____

Its: _____

Kaiser Aluminum Fabricated Products, LLC

By _____

Its: _____

Inland Empire Paper Company

By _____

Its: _____

Hayden Area Regional Sewer Board

By _____

Its: _____

GeoEngineers, Inc.

By _____

Its: _____

Note: A fully executed copy of this Change Order must be filed by Requestor with Avista Corporate Contract Services. A copy of this Change Order must accompany all invoices submitted for this work.

Avista Account Distribution: _____
WO | Main | Sub | RC | LoC

OTHER BUSINESS

COUNCIL BILL NO. 09-1017
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF WATERLINE EASEMENT GENERALLY DESCRIBED AS THE PORTION OF THE EASEMENT THAT IS SITUATED UNDER THE NEWLY EXPANDED NORTHERLY SIDE OF THE COSTCO WHOLESALE BUILDING ON LOT 1 CARLSEN TRACTS COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said waterline easement portion be vacated; NOW, THEREFORE,

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

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

A portion of a Twenty (20) foot wide Water Easement granted to the City of Coeur d'Alene, Idaho, as shown on the face of the Plat of Carlsen Tracts, recorded in Book I, at Page 470-470a, Instrument No. 1830022 records of Kootenai County, Idaho, (Platted Easement), said portion being more particularly described by metes and bounds as follows:

Commencing at the northwest corner of Lot 1 of Carlsen Tracts, recorded in Book 1, at Page 470-470a, Instrument No. 1830022, Records of Kootenai County, Idaho;

thence on the north line thereof S89°20'12"E 234.80 feet to its intersection with the easterly line of said Platted Easement;

thence on said easterly line the following three courses: S00°58'06"W 19.28 feet, S45°58'06"W 31.50 feet, and S00°39'48"W 7.57 feet to an angle point where said Platted Easement bears easterly, said point being the True Point of Beginning for this description;

thence on the northerly line of said Platted Easement the following nine courses: S89°20'12"E 81.81 feet, N00°39'48"E 18.00 feet, S89°20'12"E 20.00 feet, S00°39'48"W 18.00 feet, S89°20'12"E 429.98 feet, N00°39'48"E 13.00 feet, S89°20'12"E 20.00 feet, S00°39'48"W 13.00 feet, and S89°20'12"E 71.21 feet to an angle point where said Platted Easement bears southerly;

thence on the easterly line of said Platted Easement S00°39'48"W 71.12 feet;
thence N89°20'12"W 20.00 feet to a westerly line of said Platted Easement;

thence on said westerly line N00°39'48"E 51.12 feet to an angle point where said Platted Easement bears westerly;

thence on a southerly line of said Platted Easement N89°20'12"W 603.00 feet to a tee intersection where said Platted Easement bears northerly and southerly;

thence N00°39'48"E 20.00 feet to the True Point of Beginning.

Said easement vacation contains 14,102 square feet, being 0.32 acres, more or less, be and the same is hereby vacated.

SECTION 2. That said vacated portion of waterline easement shall revert to the owner of said Lot 1, Carlsen Tracts.

SECTION 3. That the franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law.

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

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED by the Mayor this 21st day of July, 2009.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
PORTION OF WATERLINE EASEMENT VACATION IN LOT 1 CARLSEN TRACTS

The City of Coeur d'Alene, Idaho hereby gives notice of the adoption of Coeur d'Alene Ordinance No. _____, vacating a portion of waterline easement in Lot 1, Carlsen Tracts. The ordinance provides that the vacation will be effective upon publication of this summary. The full text of Ordinance No. _____, including the legal description of the vacated easement, is available at Coeur d'Alene City Hall, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814 in the office of the City Clerk.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Michael Gridley, am the City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, vacating a portion of waterline easement in Lot 1, Carlsen Tracts, 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 21st day of July, 2009.

Michael Gridley, City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

July 13, 2009
GENERAL SERVICES COMMITTEE
MINUTES

COMMITTEE MEMBERS PRESENT

Council Member Ron Edinger
Council Member John Bruning
Council Member Deanna Goodlander

STAFF PRESENT

Wendy Gabriel, City Administrator
Doug Eastwood, Parks Director
Kenny Gabriel, Fire Chief
Steve Childers, Police Department
Wayne Longo, Police Chief
Troy Tymesen, Finance Director
Mike Gridley, City Attorney

GUESTS PRESENT

Fred Ogram, Item #1
Tom Hasslinger, CDA Press
Steve Roberge
Ron Ouren, Parks Foundation

Item 1 Funding Allocation - Fallen Heroes Plaza
Consent Calendar

Doug Eastwood, Parks Director, presented a request for allocation of up to \$60,000 from the Parks Capital Improvement Fund (CIF) to complete the Fallen Heroes Plaza. Mr. Eastwood explained that the project goes back a few years ago and the plaza was a way to memorialize the 9-11 tragedy as well as police and fire officers who had died in the line of duty. To date they have generated \$130,000 in cash donations and \$45,000 in in-kind revenue. The project needs just over \$60,000.00 to complete. Fundraising will take a little while and the downturn in the economy has had some impact, but there is a high degree of interest in the project.

Mr. Eastwood proposed allocating up to \$60,000.00 from the Parks Capital Improvement Fund to complete the project by September 11th of this year. Fundraising will continue and the funds received will be reimbursed to the Parks Capital Improvement Fund. Mr. Eastwood explained that the CIF funds are generated from impact fees, reservations, special events, parking revenues, etc. and the The proposed expenditure from the fund is a good fit. The balance of the CIF fund is \$206,000.00. Mr. Eastwood confirmed that there are enough funds in the account to allocate for the project and enough funds to finish the Landings project.

Councilman Edinger asked Mr. Gridley, City Attorney, about the legality of the request. Mr. Gridley said that it is a city owned park with improvements that will be owned by the city. As a result, he does not see any problem with it.

Councilman Goodlander commended the attendees for their hard work on this project.

MOTION by Edinger, seconded by Bruning, to recommend Council allocate up to \$60,000 in the Parks Capital Improvement Fund to complete the Fallen Heroes Plaza with contributions received being returned to the fund. Motion carried.

Item 2 Cost Recovery from Spill Mitigation at Auto Accidents
Consent Calendar

Kenny Gabriel, Fire Chief, presented a request for council approval of an agreement between the Fire Department and the EF Recovery, LLC to continue for supplies and cost recovery from spill mitigation at auto accidents. KG confirmed that the city does not pursue mitigation for uninsured motorists.

MOTION by Bruning, seconded by Edinger, to recommend Council approval of Resolution No. 09-___ authorizing an agreement with EF Recovery, LLC, for supplies and cost recovery from spill mitigation at auto accidents.

The meeting adjourned at 12:14 p.m.

Respectfully submitted,

Amy C. Ferguson
Executive Assistant

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

FUND	BALANCE 5/31/2009	RECEIPTS	DISBURSE- MENTS	BALANCE 6/30/2009
<u>General-Designated</u>	\$506,420	\$10,779	\$42,847	\$474,352
<u>General-Undesignated</u>	2,885,138	3,913,571	4,527,168	2,271,541
<u>Special Revenue:</u>				
Library	2,026	36,409	101,513	(63,078)
Cemetery	(28,546)	28,545	37,118	(37,119)
Parks Capital Improvements	1,007,460	4,686	211,224	800,922
Impact Fees	2,129,531	210,789		2,340,320
Annexation Fees	202,681	55		202,736
Insurance	1,912,266	41,273	16,750	1,936,789
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	794,808	27,277	1,600	820,485
LID Guarantee	285,662	163		285,825
LID 124 Northshire/Queen Anne/Indian Meadows	1,273			1,273
LID 127 Fairway / Howard Francis	(137)	1,644		1,507
LID 129 Septic Tank Abatement	158,338	860		159,198
LID 130 Lakeside / Ramsey / Industrial Park	103,301	28,781	108,032	24,050
LID 143 Lunceford / Neider	18,570	196		18,766
LID 145 Govt Way - I-90 to Dalton	35,556			35,556
LID 146 Northwest Boulevard	126,405		500	125,905
LID 148 Fruitland Lane Sewer Cap Fees	15,227			15,227
<u>Capital Projects:</u>				
Street Projects	1,000,891	205,771	539,151	667,511
2006 GO Bond Capital Projects	155,911	42	57,608	98,345
<u>Enterprise:</u>				
Street Lights	154,023	39,967	62,194	131,796
Water	94,356	254,452	341,044	7,764
Water Capitalization Fees	1,256,978	74,827	9,702	1,322,103
Wastewater	15,255,815	609,933	1,324,191	14,541,557
Wastewater-Reserved	1,257,426	27,500		1,284,926
WWTP Capitalization Fees	2,714,399	77,331	7,200	2,784,530
WW Property Mgmt	60,668			60,668
Sanitation	52,498	254,629	278,278	28,849
Public Parking	609,201	10,582	13,623	606,160
Stormwater Mgmt	651,962	108,147	136,064	624,045
Wastewater Debt Service	72			72
<u>Trust and Agency:</u>				
Kootenai County Solid Waste Billing	167,207	180,139	167,487	179,859
LID Advance Payments	257	211	203	265
Police Retirement	1,357,254	23,502	40,727	1,340,029
Cemetery P/C	2,064,774	13,700	13,183	2,065,291
Sales Tax	1,315	1,152	1,315	1,152
Jewett House	6,409	5,564	1,331	10,642
KCATT	3,406	1		3,407
Reforestation	6,535	72	452	6,155
Street Trees	205,215	8,756	3,511	210,460
Community Canopy	462			462
CdA Arts Commission	353	4,575	11	4,917
Public Art Fund	78,650	21		78,671
Public Art Fund - LCDC	177,525	48	2,545	175,028
Public Art Fund - Maintenance	110,789	30	603	110,216
KMPO - Kootenai Metro Planning Org	13,083	107,588	116,107	4,564
BID	97,342	33,074		130,416
Homeless Trust Fund	336	385	336	385
GRAND TOTAL	\$37,711,092	\$6,347,027	\$8,163,618	\$35,894,501

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
30-Jun-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2009	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$178,075	\$126,783	71%
	Services/Supplies	18,560	8,643	47%
Administration	Personnel Services	487,884	356,782	73%
	Services/Supplies	319,576	23,903	7%
Finance	Personnel Services	618,800	460,903	74%
	Services/Supplies	134,590	71,542	53%
Municipal Services	Personnel Services	781,490	588,103	75%
	Services/Supplies	519,090	348,316	67%
Human Resources	Personnel Services	200,841	151,538	75%
	Services/Supplies	50,600	21,876	43%
Legal	Personnel Services	1,188,345	872,294	73%
	Services/Supplies	103,542	59,854	58%
	Capital Outlay			
Planning	Personnel Services	480,015	354,188	74%
	Services/Supplies	59,800	27,267	46%
Building Maintenance	Personnel Services	274,385	188,561	69%
	Services/Supplies	147,975	90,635	61%
Police	Personnel Services	8,388,028	6,028,827	72%
	Services/Supplies	720,719	445,152	62%
	Capital Outlay	138,018	123,791	90%
Fire	Personnel Services	6,198,116	4,690,570	76%
	Services/Supplies	419,402	218,821	52%
	Capital Outlay	30,000	35,952	120%
General Government	Services/Supplies	202,890	177,830	88%
Byrne Grant (Federal)	Services/Supplies	80,662	12,054	15%
COPS Grant	Services/Supplies			
CdA Drug Task Force	Services/Supplies	51,640	23,321	45%
	Capital Outlay			
Streets	Personnel Services	1,801,367	1,293,637	72%
	Services/Supplies	512,750	333,671	65%
	Capital Outlay	235,000	118,140	50%
ADA Sidewalk Abatement	Personnel Services	140,214		
	Services/Supplies	71,600	51,448	72%
Engineering Services	Personnel Services	524,633	286,226	55%
	Services/Supplies	736,600	139,485	19%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
30-Jun-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2009	PERCENT EXPENDED
Parks	Personnel Services	1,210,389	812,088	67%
	Services/Supplies	433,820	223,888	52%
	Capital Outlay	81,000	86,233	106%
Recreation	Personnel Services	584,633	384,020	66%
	Services/Supplies	151,600	66,917	44%
	Capital Outlay	41,000	43,519	106%
Building Inspection	Personnel Services	832,665	577,510	69%
	Services/Supplies	56,150	25,455	45%
	Capital Outlay	16,000	15,900	99%
Total General Fund		<u>29,222,464</u>	<u>19,965,643</u>	<u>68%</u>
Library	Personnel Services	922,504	654,066	71%
	Services/Supplies	192,900	133,131	69%
	Capital Outlay	65,000	43,817	67%
Cemetery	Personnel Services	172,654	125,127	72%
	Services/Supplies	76,080	61,990	81%
	Capital Outlay	48,000	125,527	262%
Impact Fees	Services/Supplies	2,000,000	1,520,180	76%
Annexation Fees	Services/Supplies	400,000	400,000	100%
Parks Capital Improvements	Capital Outlay	1,578,000	885,959	56%
Insurance	Services/Supplies	318,000	182,913	58%
Total Special Revenue		<u>5,773,138</u>	<u>4,132,710</u>	<u>72%</u>
Debt Service Fund		<u>2,383,816</u>	<u>1,482,137</u>	<u>62%</u>
Ramsey Road	Capital Outlay			
Govt Way - Dalton to Hanley	Capital Outlay	300,000	92,226	31%
Howard - Neider Extension	Capital Outlay	450,000		
4th St - Lakeside to Harrison	Capital Outlay		513,078	
4th St - Anton to Timber	Capital Outlay			
Ironwood	Capital Outlay			
15th Street - Lunceford to Dalton	Capital Outlay	220,000		
Seltice Way	Capital Outlay			
15th St & Harrison signal	Capital Outlay	250,000	8,408	
Front Street	Capital Outlay			
GO Bond - Refunding & Misc	Capital Outlay			
Library Building	Capital Outlay		6,222	
Fire Dept GO Bond Expenditure	Capital Outlay	500,000	509,607	102%
Total Capital Projects Funds		<u>1,720,000</u>	<u>1,129,541</u>	<u>66%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
NINE MONTHS ENDED
30-Jun-2009

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 6/30/2009	PERCENT EXPENDED
Street Lights	Services/Supplies	572,090	388,115	68%
Water	Personnel Services	1,489,698	1,024,952	69%
	Services/Supplies	3,674,714	987,016	27%
	Capital Outlay	1,856,000	598,773	32%
Water Capitalization Fees	Services/Supplies	1,000,000		
Wastewater	Personnel Services	2,070,178	1,383,733	67%
	Services/Supplies	5,001,574	1,426,275	29%
	Capital Outlay	8,620,000	2,002,966	23%
	Debt Service	1,488,860	1,134,048	76%
WW Capitalization	Services/Supplies	3,798,325		
Sanitation	Services/Supplies	3,100,546	2,317,620	75%
Public Parking	Services/Supplies	184,132	92,962	50%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	372,189	256,176	69%
	Services/Supplies	521,837	276,719	53%
	Capital Outlay	675,000	237,733	35%
Total Enterprise Funds		<u>34,425,143</u>	<u>12,127,088</u>	<u>35%</u>
Kootenai County Solid Waste		2,400,000	1,436,960	60%
Police Retirement		244,728	163,978	67%
Cemetery Perpetual Care		103,000	73,569	71%
Jewett House		16,300	12,382	76%
Reforestation		2,000	1,793	90%
Street Trees		40,000	42,267	106%
Community Canopy		620	1,276	206%
CdA Arts Commission		6,700	1,761	26%
Public Art Fund		101,000		
Public Art Fund - LCDC		105,000	2,545	2%
Public Art Fund - Maintenance		5,000	1,870	37%
Fort Sherman Playground			2,707	
KMPO		539,200	464,595	86%
Business Improvement District		142,000	90,000	63%
Homeless Trust Fund		4,000	3,418	85%
Total Trust & Agency		<u>3,709,548</u>	<u>2,299,121</u>	<u>62%</u>
TOTALS:		<u><u>\$77,234,109</u></u>	<u><u>\$41,136,240</u></u>	<u><u>53%</u></u>