



Coeur d'Alene

CITY COUNCIL MEETING

May 7, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

PRESENTATIONS

PROCLAMATION

WHEREAS, for more than a century, the bicycle has provided an independent form of transportation for many Americans; and

WHEREAS, more than 100 million Americans engage in bicycling today for fun, fitness, sport recreation and transportation; and

WHEREAS, the use of bicycles for transportation and recreation benefits all citizens of Coeur d'Alene; and

WHEREAS, the City of Coeur d'Alene has worked steadily to encourage bicycling as a healthy mode of transportation and recreation; and

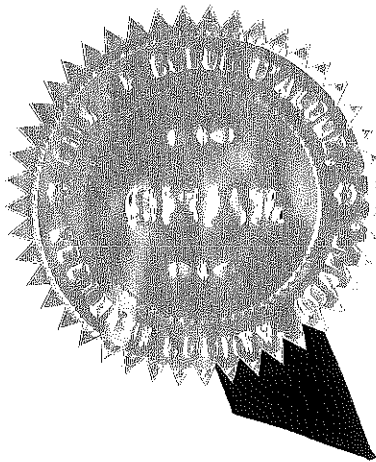
WHEREAS, each year the City of Coeur d'Alene and the league of American Bicyclists recognize May as National Bike Month and promote bicycling events like Bike to Work Week; and

NOW, THEREFORE, I SANDI BLOEM, Mayor of the City of Coeur d'Alene, Idaho, do hereby proclaim the month of May, 2013 as.

"BIKE MONTH"

In Coeur d'Alene and encourage all citizens to ride their bikes to work during Bike to Work Week, May 13th through May 17th, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Coeur d'Alene to be affixed this 7th day of May, 2013.



Sandi Bloem
Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

CONSENT CALENDAR

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

April 16, 2013

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on April 16, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: Led by Pastor Paul Van Noy, Candlelight.

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

PRESENTATION: Proclamation Fair Housing Month - April 2013 - The Proclamation was accepted by Josef Dreps, Intermountain Fair Housing Council Ambassador, who informed the public that a free Fair Housing Forum will be held in the Library Community this Thursday, April 18, 2013 from 1:00 to 5:30 p.m.

PRESENTATION: Proclamation Arbor Day - April 27, 2013 - The Proclamation was accepted by Katie Kosanke, City Urban Forestry Coordinator, who informed the public that a community event will take place on Saturday April 27, 2013 at Cherry Hill Park (1718 N. 15th Street) at 9:00 a.m. that will include a free pancake breakfast sponsored by Sun Valley Tree Service and an awards ceremony. This annual event provides an opportunity for community members to receive free tree seedlings. This year wood chip mulch will be available starting at 10:30 a.m. John Schwandt from the Urban Forestry Committee presented the winning button from the design contest held this year. The button design artist is Alura Waters, a student at Coeur d'Alene High School.

PRESENTATION: Proclamation Tele-communicator Week April 14-20, 2013 - The Proclamation was accepted by Jim Washko, Fire Deputy Chief, and Police Captain Childers, and ISP Captain Gardner. Deputy Chief Washko stated that appreciation goes to the local 911 dispatchers as well as Idaho State Police dispatchers who provide important and excellent local services. Mellissa Stroh stated that she and all the other dispatchers appreciated the recognition.

PUBLIC COMMENTS:

Neighborhood Grievances: Dennis Hendrickson, 946 E. Spruce Avenue, stated that he has three issues. First, the city-owned lot in his neighborhood needs better maintenance. Second, Neighborhood Watch should not have to be more lenient and should be able to protect their property. Third, he requests a traffic signal be placed at Locust and the couplet (at 3rd and 4th Street). He stated that he has been dealing with this for 10 years and that signalization should be at Annie. He is concerned about pedestrians being able to cross 3rd and 4th Streets at Locust Avenue. Additionally, he requested a new traffic count be completed for that location. Mayor Bloem stated that she would have staff check as to when the last traffic count was completed.

School Board Candidate Forum: Chris Meyer, 1034 E. Pine Avenue, stated he represented the Coeur d'Alene Education Partnership and wanted to announce a Candidate's Forum for the election of School District 271 Trustee's. The forum will be moderated by the Coeur Group on Tuesday, April 30, 2013 at 5:00 p.m. Moderator questions can be submitted to 271forum@gmail.com or at www.cdaep.org.

American Legion Baseball Field: Monte Larson, 930 N. 5th Street, stated that the Coeur d'Alene American Legion Baseball Memorandum of Understanding states that replacement of the field will include equal or better facilities, restroom facilities, and that details for the design such as size, dimension, location, etc. would be agreed upon between the parties. He expressed concern that the Ramsey Park facility construction began and the dugouts are not sunk into the ground as was agreed upon previously. He stated that a recent meeting at Miller Stauffer's office was held and they reviewed the plans for facilities that have not yet been constructed. He stated that he felt that the fencing was adequate; however, the bathroom facilities (CXT) on other side of trail had no running water and did not have multiple stations, like the McEuen facility. The concession stand trailer has been agreed upon, but it will be delivered too late for this season and then it will only be available when not in use by the City. Originally, the bleachers were agreed to be wood-built similar to Memorial Field. He stated that the bullpens are awesome and that a new score board was purchased and installed and that the playing surface is coming together. He has concerns with the bleacher and concession stand and the group is disappointed that the Memorandum of Understanding is not being followed.

Councilman Edinger stated that he understood that the concession trailer would be here at the end of June and that the City would try to find one that could be used up until the new one is delivered. Mr. Larson stated that they have a meeting scheduled for Thursday. There are still concerns regarding the storage facilities. Councilman Edinger asked if there would be bleachers along the right or left field. Mr. Larson stated he had not heard about that idea.

MOTION: Motion by Goodlander, seconded by Gookin to move forward Other Business Item #5, the American Legion Field Update. Motion Carried.

AMERICAN LEGION FIELD UPDATE – Bill Greenwood, Parks Superintendent presented an update regarding the Ramsey Field project that included pictures of the construction in progress. He reviewed the site plan as prepared by the Architect that demonstrated the new trail system from the parking lot, the field location, dugout location, bullpens, bleachers, and bathroom locations.

Councilman Edinger asked if the area between the bleachers and the home team dugout would be asphalt. Mr. Greenwood confirmed that it would be asphalt up to the concession trailer and storage area. He stated that he believes the bleacher seating capacity is approximately 120. The press box area will be expanded to eight feet wide and will include an ADA ramp. Mr. Greenwood stated that at the McEuen Field location one could not see over the dugouts at first base and it did not seem to be problematic. The new dugout includes a better drain system and an overhang that will keep out some of the rain, and the railing in front of the dugouts will include security fencing. He clarified that the dugout could not be lowered due to the liner in the landfill. Councilman Goodlander clarified that the site was a former landfill and that the liner previously referenced is the membrane between the fill and the buildable site. Mr. Greenwood stated that new light poles have been installed with the lights from McEuen Field that were refurbished by Thorco. The fencing has been reinstalled and straightened out, and will be available for sponsorship banners. Batting cages have been placed that include netting that can be locked in place when not in use; there is a power source available for the opportunity to use a pitching machine. The old scoreboard was more expensive to fix so the purchase of a new LED light was made. The original intent was to have the Parks Department install the scoreboard, but it was too large so Thorco had to install at an additional, unexpected cost. Councilman Edinger asked if the restroom would be open all the time or just during Legion games. Mr. Greenwood explained that it will be at the trailhead and will serve a dual purpose and will open during park hours. Additionally, since there is no running water (no need to winterize), the restroom will be open year round. Mr. Greenwood reviewed the equal or better spreadsheet that they utilized during the recent meeting with the Legion. His understanding is that the concession stand is the only outstanding issue and that they agreed to review the bleacher issue after the season.

Councilman Edinger asked about the option of providing seating along the right and left field. Mr. Greenwood stated that he has some old bleachers in storage (that would need some refurbishing) that can be placed in a level area on each side. Mr. Greenwood apologized for the delay in the concession trailer delivery, and explained that they were looking for used trailer opportunities; however, they decided to purchase one pursuant to the specifications of the Legion. He clarified that they do have a contingency plan in case the new one cannot be delivered in time for the season. Panhandle Health felt a mobile unit would be best at this location due to the lack of sewer. During the prime season they will work to make the concession trailer a priority to the Legion, he clarified that the only reason for City use to be prioritized would be in the case of emergency. Councilman Edinger asked for clarification of the bus parking location. Mr. Greenwood stated that there is availability along Golf Course Drive. Councilman Edinger stated that the way the bleachers are set up the home team would be sitting with the opposing teams in the same bleachers. Mr. Greenwood confirmed that is correct and that if Council directs him he can place seating (from storage) along the right side, but refurbishing may have to wait a season. He clarified that there is seating opportunity around the backstop for people to bring their own seats, and hoped that they could review seating after the season so they could see where people were choosing to sit. Mr. Greenwood provided a review of the budget, stating that there are some savings and some additional expenses, while some expenses have not been incurred yet. In summary, he believes the project will be within budget.

Councilman Edinger asked if the Legion group would like bleachers on the left side or just one for now. Mr. Larson stated that they would like bleachers on home and visitor's sides. Councilman

Edinger asked if Mr. Larson would like to provide comments regarding the presentation. Mr. Larson stated that the problem is that the Legion would like to have materials and design plans shared with them and that has not happened. He stated that he was told that the sponsorship on the fencing would only be allowed during the season, not all year. Additionally, he was told that the landfill liner would end at the dugouts and may not be at the dugout location and he felt the light posts would be more of an intrusion to the liner than to lower the dugouts. He does not agree that one could not see over the dugout at the previous field. The bleachers at McEuen were behind the backstop and made out of concrete and they had a home and visitor side, as well as a grass area for alternative seating. The CXT outhouses with two toilets are not equal or better. At the old field they had five stalls and urinals. Restroom facilities at the Kroc Center are not a good option as the players wear metal spiked cleats, and within the park restrooms are about ¼ mile away. Mr. Larson clarified that the Legion did not determine the orientation of the field, Miller Stauffer did, and the Legion agreed to it. Additionally, he stated that they are attempting to build their program throughout the fall so they do not lose players to Spokane and would like a concession stand available throughout the year. The parking stalls closest to the field are reserved for Kroc Center employees and disabled parking, the next closest is about 1/8 mile away. They are concerned that storage-building plans are being completed without discussions with the Legion. He reiterated that the Legion asks to be informed and kept in the loop. Councilman Edinger asked who the liaison person was between the City and the Legion. Mr. Larson thought it was Denise Spencer, Jamie Duman, and himself.

Councilman McEvers stated that he is concerned that the Legion will not ever be happy with the field and that the taxpayers are putting \$300,000 into this field. He stated that the skateboarders would love a bleacher and would not complain about its width. Councilman McEvers stated that he would be willing to provide his mobile food trailer for concession if needed. Mr. Larson stated that the Legion did fundraising in the past for the concrete bleachers (approximately \$200,000), so they expected equal or better. Part of the Legion experience is having the community come down and watch the games. Councilman Edinger stated that the City made a commitment that when the Legion field was moved it would be relocated at equal or better. There are a lot of things that are equal and better and some items that are not but the commitment the Council made was equal or better. Councilman Adams stated that from his perspective they had a long time established functioning field and the Council voted to give them something equal or better. From his perspective, it is a location that cannot provide equal or better, but the Legion was willing to make that sacrifice for some of the other items. Councilman McEvers reiterated that if bleachers are needed they should get them and whatever is not used should be donated to the skate park, as the skateboarders have nothing. Councilman Edinger reiterated that the City is doing this because the Council made a commitment to the Legion and never made the same commitment to the skateboard park.

MOTION: Motion by Edinger, seconded by Adams, to direct staff to put the bleachers back in at the left and right field sides of the field, where irrigation has not yet been installed.

DISCUSSION: Councilman Adams stated that he has never been to a baseball game without opposing side bleachers. Councilman Gookin asked where the City would get the funding. Mr. Greenwood stated that the bleachers from the old site are the wooden bleachers with metal frames and he can clean them and repaint them when weather allows. Councilman Gookin asked

Mr. Larson what the City could do to better communicate. Mr. Larson stated that the Legion will have weekly meetings with the City until the end of the construction, and that he is concerned with equal or better bleachers for the next season and how they will reach a consensus. Councilman Goodlander stated that she had researched the old concrete bleachers. Mr. Malcolm, (former employee of Central Premix) stated that he was involved in the fundraising for the concrete bleachers and that CNI participated in putting the bleachers in with donations of concrete and time. She stated that if the Legion wanted more bleachers than what the City is providing it would be appropriate for the Legion to fundraise with the community and add to it. It has to be a community effort, it cannot be totally on the shoulders of the taxpayers, and that they should work together. She believes that the City has fulfilled a good share of the commitment and will do better to communicate in the future. Councilman Gookin asked if the removal of the sponsorship signs along the fence outside of the season is a City policy. Mr. Greenwood stated they could discuss it at the Thursday meeting, the irrigation system is isolated to the field so it would not block the heads, so he thinks they could do commercial advertisement and would ask they do not leave up torn and tattered banners. Mr. Larson stated that he does not agree that it is fair to ask them to raise money. Mayor Bloem stated that she hoped that they would continue to work together and that the City has not communicated with any other group as much as they have the Legion.

Motion Carried.

PUBLIC COMMENTS CONTINUED:

Love over Fear Day: Jackie Gedeik, 4549 E. Hayden Lake Road, thanked the Mayor for proclaiming May 1 as “Choose Love over Fear Day.” An event will be held at the Human Rights Education Institute at 12:30 p.m. and she invited the community to attend. She recommended ways to choose love over fear including random acts of kindness, volunteer, hug a senior citizen, tell people why they mean something to you, and make decisions based on love.

CONSENT CALENDAR: Motion by Goodlander, seconded by McEvers, to approve the consent calendar as presented.

DISCUSSION: Councilman Gookin requested that Item 4b be separated for an individual vote, as he objects to leasing a separate facility while the City leases city-owned properties to other entities.

1. Approval of Council Minutes for March 28, 2013, April 2, 2013, and April 4, 2013.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for April 22, 2013 at 12:00 noon and 4:00 p.m. respectively.
4. **RESOLUTION NO. 13-022** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-3-12 COEUR D'ALENE PLACE 19TH ADDITION FINAL PLAT, SUBDIVISION AGREEMENT, AND SECURITY; ~~APPROVING A LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC~~

~~FOR OFFICE SPACE AT 816 SHERMAN AVENUE FOR THE LEGAL DEPARTMENT
—CRIMINAL DIVISION.~~

5. Approval of S-1-13, Crossroads Subdivision, Final Plat.
6. Approval of GW Greenfield Mobile Food Concession for “The Ice Cream Man.”
7. Setting of a Public Hearing - Appeal of SP-9-13 - 3514 N. Fruitland Lane for May 21, 2013.

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

RESOLUTION NO. 13-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC FOR OFFICE SPACE AT 816 SHERMAN AVENUE FOR THE LEGAL DEPARTMENT – CRIMINAL DIVISION.

MOTION: Motion by Goodlander, seconded by McEvers, to approve Resolution No. 13-022, Item 4B.

DISCUSSION: Councilman Goodlander stated that there have been plans in the past to move the Prosecuting Attorney’s Office and that the City should look to the future for space and cost neutral opportunities and bring that office in-house to City Hall. Councilman McEvers stated that he would like to bring this item up at the City’s strategic plan meeting. Councilman Gookin stated that he felt that the division could be creatively moved into City Hall.

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

COUNCIL ANNOUNCEMENTS:

Councilman Gookin: After the last Council meeting a citizen asked him about the motion to suspend the rule and explained that Idaho Code 50-902 states that an Ordinance needs to be read on three different days, the motion to suspend the rule allows the Council to dispense with that rule. He asked for an update on the status of Visioning 2030. Mr. Gridley stated that the general consensus was that that the community wanted to move forward. There have been some small group meetings and with potential future leadership in place, he believes that there will be additional information within 30 days.

APPOINTMENTS: The Mayor recommended the appointment of Susan Weathers to the Personnel Appeals Board and the reappointment of Tom Messina to the Design Review Commission.

MOTION: Motion by Goodlander, seconded by McEvers to approve the appointment of Susan Weathers to the Personnel Appeals Board and the reappointment of Tom Messina to the Design Review Commission. Motion carried with Gookin and Adams voting No.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel provided an update regarding the McEuen Park/Front Avenue Projects. The Contractor will continue with the shoring system, which is expected to be completed next week. The mass excavation will continue throughout next week. An informational brochure should be completed next week that will include parking and way finding for boats and patrons. Parking for Tubbs Hill patrons and Boat trailers is available south of City Hall. At the first Council meeting of each month, staff will provide an update regarding McEuen progress including a budget update. The City of Coeur d'Alene would like to inform the public that a flood works project is planned south of the intersection of Military and Lakeshore Avenues beginning the morning of May 07, 2013. In order for the flood works project to remain in compliance with FEMA, a tree will need to be removed. The removal is necessary to construct the temporary stop plank wall on top of the concrete wall. Property owners in the vicinity will be notified prior to the commencement of work. Mrs. Gabriel stated that if the purchase agreement for Person Field acquisition were approved this evening, staff would begin the process of master planning with the neighborhood. She congratulated Officer Amy Winstead and Sergeant Jeff Walther on receiving their Instructor's Certification and Officer Brady Reed for receiving his Advanced Certification from the Peace Officer Standards and Training Council. Nearly eleven years ago, the Coeur d'Alene City Council passed an Ordinance allowing youth representation on City Boards, Commissions, and Committees. If you are interested in serving as a student representative, visit www.cdavid.org and print out an informational letter and application form. The 2013 Summer Arts for Youth program, sponsored by the Coeur d'Alene Arts Commission, begins in June. Please visit the City's website at www.cdavid.org to download the complete brochure. The Coeur d'Alene Arts Commission is seeking artists for the McEuen Park Entry Arch. The arch will be placed over the main pedestrian entrance to McEuen Park. Submission Deadline is May 24, 2013. To download and print the Call to Artists, visit our website at www.cdavid.org, or call Steve Anthony at 769-2249 for more information. The City of Coeur d'Alene Building Services Department would like to inform contractors and homeowners that there will be no building, mechanical, or plumbing inspections performed this Friday, April 19, 2013, in the City of Coeur d'Alene jurisdiction due to required staff training for continuing education credits on the 2012 International Building Code. Please call 769-2227 for more information. The City Council recently approved a Memorandum of Understanding with the Panhandle Parks Foundation to assist with naming sponsorship opportunities within the park system. The Memorandum provides a mechanism for the Parks Department to generate funds to help offset the demand for new parks and trails and to help with infrastructure repair/replacement. For more information on naming opportunities, visit www.cdavid.org or contact the Parks Department at 769-2252. This week the Coeur d'Alene Public Library is celebrating "National Library Week." Visit www.cdalibrary.org for information about library programs and special events.

RESOLUTION NO. 13-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH COEUR D'ALENE SCHOOL DISTRICT #271 FOR THE PURCHASE OF PERSON AND BRYAN PLAYFIELDS.

STAFF REPORT: Mr. Gridley stated that this is the final step in purchasing the properties and approval would allow staff to move forward with closing on the properties.

MOTION: Motion by Goodlander, seconded by Gookin, to adopt Resolution 13-023.

DISCUSSION: Councilman Edinger stated that he would be voting against the agreement because he does not believe in buying something that is already owned by the City. Councilman McEvers wondered if the City voted against it, what would the neighbors say, and what is the alternative? Councilman Edinger stated that the School District would have a problem because they have already moved into their new building, and maybe they would be willing to negotiate. Councilman McEvers expressed concern that the parkland could become homes. Councilman Edinger does not believe the land would be developed as homes and that the 1995 agreement was legal. Councilman Goodlander stated that she believes the City is paying a ridiculous price for something they already own and it is hard to vote yes. Councilman Gookin agrees that the way this came about could have been better, but this is an issue that the City has known about for a long time. The City wants the land and the School District owns half of it. He believes the City had an opportunity many years ago to purchase the property and nothing had been done to previously purchase it. Councilman Gookin stated that the people in the neighborhood want the park and phone calls he received expressed that the City needed to acquire the land. Mayor Bloem asked Mr. Tymesen if there was a time the City could have purchased the land previously. Mr. Tymesen stated that early negotiation were a land trade not acquisition of the property and reminded the Council that the prior appraisal was much higher, as land prices have come down since that time. Mayor Bloem reiterated that the City did not have a previous opportunity to purchase the land. She stated that she agrees that the City should not have to pay this price, but the School District has the title and they get to set the price. She disagrees that homes would not be built there, as the property is already zoned for housing development. She does not think the public would want us to risk losing the public land. Councilman Edinger stated that he lives in the neighborhood (near Person Field) and wants the park but he does not want to pay this price. Call for question by Goodlander, carried.

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

PARKING SERVICES REQUEST FOR PROPOSALS: Mr. Tymesen stated that the City is in the midst of transition and that this is a good time to look at soliciting parking service proposals. The Parking Commission has recommended moving forward with the request for proposals (RFP's). He stated that he would like to have a recommendation back to the City Council by the second meeting in May. Councilman McEvers asked if this was a new RFP. Mr. Tymesen stated that this is a new RFP and includes some language from other cities. Councilman McEvers asked for clarity regarding the new contract in June and the lack of revenue from the McEuen parking lot. Mr. Tymesen stated that this new contract would be different from the ones in the past. This will be a long-term contract, but the revenue will not be great the first year; however, it will probably be a management fee type contract. Electronic pay stations will lower the cost to run the parking facilities. He explained that long term is needed to get return on investment. Councilman Gookin asked if parking enforcement in the Fort Grounds neighborhood would be included in the Contract. Mr. Tymesen stated that they would look at the residential parking enforcement opportunity. Councilman Gookin asked if there will be more electronic pay stations and if the City would receive

more revenue from them. Mr. Tymesen stated that is a negotiation item and reported that it helps with the new design at McEuen. Councilman Goodlander stated that there needs to be plenty of pay stations to ensure that long lines do not form.

MOTION: Motion by Goodlander, seconded by McEvers, to authorize staff to proceed with the RFP for Parking Services as presented. Motion carried.

RESOLUTION NO. 13-024

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A CONSENT TO GRANTING OF APPLICATION OF ELEVENTH STREET DOCK OWNERS ASSOCIATION, INC. WITH THE IDAHO DEPARTMENT OF LANDS FOR ISSUANCE OF PERMIT APPLICATION ERLS-95-S-2173(J).

Staff Report: Mrs. Gabriel stated that approval of the consent would allow the Eleventh Street Marine remodel and reconstruct of the docks to move forward and it provides a secure location for the City firefighting vessel. Councilman Edinger asked Fire Chief Gabriel when the boat would be ready. Chief Gabriel stated he estimates June 1 and thanked Charlie Dodson for his assistance in the negotiations. Mr. Dodson stated that he represents the Eleventh Street Dock Owner's Association and that the Association has been struggling to get a firefighting vessel at the marine. With the remodel (which includes concrete docks), they were able to accommodate the vessel. One existing issue the Association would like the Council to note is that there is an existing fire hydrant on E. Lakeshore directly across from their entrance. They would like to request that it be marked as emergency vehicle only parking, as well as an area in front of the copper roof house, whose owner is in favor of the request.

MOTION: Motion by Edinger, seconded by McEvers, to adopt Resolution 13-024.

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

RESOLUTION NO. 13-025

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO CONVEYING A NO-BUILD EASEMENT TO ONE LAKESIDE, LLC. ACROSS THE EAST TWENTY FEET OF THE CITY'S PROPERTY.

Staff Report: Mike Gridley stated that when the City purchased the property it allowed an access easement to the property referred to as the Mudge building. The owners of the Mudge property have stated that they would give up that access easement if the City granted a no build easement. Councilman McEvers ask for confirmation that the Coeur d'Alene North access would not be affected. Mr. Gridley confirmed that this is not related to the Coeur d'Alene North property access.

MOTION: Motion by Goodlander, seconded by McEvers, to adopt Resolution 13-025.

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

RESOLUTION NO. 13-026

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO APPROVING A SUBORDINATION AGREEMENT WITH UTAH COMMUNITY REINVESTMENT CORPORATION FOR THE MILL RIVER SENIORS LLC 2010 CDBG PROJECT.

Staff Report: Mr. Tymesen stated that a subordination agreement is utilized to claim one party is junior to another. He stated that the City should move forward with this as the City entered into a grant that looks like a loan to meet financing needs of this tax credit project. The developer is now moving forward with permanent financing and would like the City to move to a junior position. The City loaned the money as a grant with zero percent interest and no payback required. Councilman McEvers asked for clarification regarding the City providing \$240,000 toward affordable housing to build in our City and they spent \$1,000,000. Mr. Tymesen clarified that the project was actually a \$7,000,000 project. The City was involved during construction so it ended in first position. Councilman Gookin clarified that it is not a loan; it is just a grant that looks like a loan. Mr. Tymesen reiterated that the City expects no money back. Councilman Gookin asked if this was an LCDC project. Councilman Goodlander confirmed that LCDC was a partner for public improvements. Mr. Tymesen clarified that the developer is moving from construction financing to permanent financing. The development is complete and the apartments are fully occupied.

MOTION: Motion by Goodlander, seconded by McEvers, to adopt Resolution 13-026.

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

EXECUTIVE SESSION: Motion by Edinger, seconded by McEvers, to enter into Executive Session as provided by Idaho Code 67-2345 Subsection F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation or controversies not yet being litigated but imminently likely to be litigated.

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

The Council entered into Executive Session at 8:36 p.m. Those present were the Mayor, City Council, City Administrator, and City Attorney. Matters discussed were those of pending litigation. No action was taken and the Council returned to regular session at 8:50 p.m.

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

The meeting adjourned at 8:50 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

RESOLUTION NO. 13-027

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVAL OF A LAW ENFORCEMENT PROTECTION CONTRACT WITH KOOTENAI COUNTY FOR MARINE SERVICES; APPROVAL OF A MEMORANDUM OF AGREEMENT WITH KOOTENAI COUNTY SHERIFF'S OFFICE FOR MUTUAL ASSISTANCE; APPROVAL OF AN AGREEMENT WITH IDAHO TRANSPORTATION DEPARTMENT FOR FIRE PROTECTION WITHIN HWY-95 AND I-90 RIGHTS-OF-WAY; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH PANHANDLE AREA COUNCIL (PAC) FOR CDBG GRANT ADMINISTRATIVE SERVICES; APPROVING THE DECLARATION OF SURPLUS NON-WORKING PORTABLE SERVICE LIGHT TRAILER – STREET DEPARTMENT; AND APPROVAL OF S-3-12, COEUR D'ALENE PLACE 20TH ADDITION: FINAL PLAT, SUBDIVISION AGREEMENT AND BONDING APPROVAL.

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

- A) Approval of a Law Enforcement Protection Contract with Kootenai County for Marine Services;
- B) Approval of a Memorandum of Agreement with Kootenai County Sheriff's Office for Mutual Assistance;
- C) Approval of an Agreement with Idaho Transportation Department for Fire Protection within Hwy-95 and I-90 Rights-of-Way;
- D) Approval of a Professional Services Agreement with Panhandle Area Council (PAC) for CDBG Grant Administrative Services;
- E) Approving the Declaration of Surplus Non-Working Portable Service Light Trailer – Street Department;
- F) Approval of S-3-12, Coeur d'Alene Place 20th Addition: Final Plat, Subdivision Agreement and Bonding Approval;
- G) Approval of fourteen (14) separate but identical Sewer Lateral Replacement Agreements with the Fernan Lake Terrace Subdivision homeowners as part of the 2013 Open Trench project;

AND;

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "A through F" 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 7th day of May, 2013.

Sandi Bloem, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



Coeur d'Alene Police

Protect and Serve

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

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: March 27th, 2013

FROM: Lieutenant Bill McLeod

SUBJECT: Agreement between Kootenai County Sheriff's Office and City of Coeur d'Alene to enter into a Law Enforcement Protection Contract for Marine Division Services

Decision Point

Should the City Council approve the contract between the City of Coeur d'Alene and the Kootenai County Sheriff's Office which would allow the Sheriff's Office to provide law enforcement services on the navigable waters within the jurisdiction of the City of Coeur d'Alene?

History

The City of Coeur d'Alene and its Police Department have previously entered into agreements with the Kootenai County Sheriff's Office for the use of their Marine Division for law enforcement services on the navigable waters on Lake Coeur d'Alene that are within our jurisdiction. This particular contract is being requested by newly elected Sheriff Ben Wolfinger. The City of Coeur d'Alene boundaries extend 1000 feet out into the waters of the lake. The Police Department does not have the necessary personnel, training, equipment, vehicles or vessels to adequately and safely patrol or respond to calls for service or emergencies that occur on the lake. We rely on the assistance of the Sheriff's Office because they have a trained and equipped Marine Division. This contract would also the Sheriff's Office to enforce violations of applicable City of Coeur d'Alene Municipal Codes.

Financial Impact

There is no cost associated with entering into this agreement.

Recommendation

Staff recommends the City Council approve the contract between the City of Coeur d'Alene and the Kootenai County Sheriff's Office which would allow the Sheriff's Office to provide law enforcement services on the navigable waters within the jurisdiction of the City of Coeur d'Alene.

LAW ENFORCEMENT PROTECTION CONTRACT

This agreement is made between Kootenai County, a political subdivision of the State of Idaho (hereinafter referred to as "COUNTY") and the City of Coeur d'Alene, Idaho, a municipal corporation, (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, the CITY desires to enter into a contract with COUNTY for the performance of certain specific COUNTY duties within the corporate limits of the CITY, and;

WHEREAS, this agreement is authorized and provided for by the provisions of Idaho Code Section 31-604, Idaho Code Section 50-301, and Idaho Code Section 67-2332, and

WHEREAS, one of the duties of the COUNTY, in its operation of County affairs, is providing and serving the public with police protection on the waters of Kootenai County through the Kootenai County Sheriff's Office, and;

WHEREAS, the CITY, in 1938 and thereafter, extended its boundaries to include a portion of Coeur d'Alene Lake and has requested assistance to enforce city ordinances in effect within the City for violations occurring on the waters of Coeur d'Alene Lake, and

WHEREAS, it is the mutual feeling and understanding of each party to this agreement that the joint exercise of police powers and functions within this area would be most beneficial to the residents of both the CITY and the COUNTY.

NOW THEREFORE, it is hereby agreed as follows:

1. Law Enforcement Services. COUNTY agrees to employ, furnish and supply all necessary personnel, together with their equipment, supplies and supervision, vehicles, vessels and equipment with maintenance, and any other necessary support services that are reasonably necessary to provide protection in the specific area within the corporate limits of CITY which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, but which generally may be referred to as the area of Coeur d'Alene Lake which has been annexed into the CITY. This area shall be referred to as "the protected area" and the COUNTY services shall be provided under the following terms and conditions:

- A. COUNTY will provide law enforcement services for the navigable waters of Coeur d’Alene Lake located within the protected area.
 - B. The personnel utilized by COUNTY to perform the COUNTY law enforcement services shall remain under the jurisdiction and control of the COUNTY while rendering the services and COUNTY shall maintain the standard of performance of such personnel.
 - C. The scope of COUNTY law enforcement services shall be to enforce all of the applicable laws and municipal ordinances and to preserve the peace within the protected area and particular emphasis on enforcement of municipal ordinances affecting the operation of watercraft upon the waters of Coeur d’Alene Lake within the protected area.
 - D. All arrests made, or citations issued by the COUNTY for violations of City ordinances arising out of conduct which occurs within the protected area shall be prosecuted by the CITY and distribution of penalties, fines, and forfeitures shall go to the CITY pursuant to the distribution formula in Idaho Code Section 19-4705.
 - E. All arrests made, or citations issued by the COUNTY for violations of State statutes arising out of conduct which occurs within the protected area shall be prosecuted by the COUNTY.
2. Employees of County. It is agreed that all employees of COUNTY shall remain employees of COUNTY for all purposes, including the payment of wages and benefits, and the coverage of insurance and other benefits, such as worker’s compensation. It is agreed that the CITY shall not be liable for compensation or indemnity to any of the employees of COUNTY for injuries or sickness arising out of the performance of COUNTY law enforcement services in the protected area, and COUNTY hereby agrees to indemnify and hold harmless CITY from any liability of such a claim.
3. General Liability and Indemnification. The CITY and its elected officials and employees shall not be liable for any intentional or negligent acts of any employee of COUNTY, and COUNTY agrees to indemnify and hold harmless the CITY from any liability for such claims. COUNTY and its elected officials and employees shall not be liable for any intentional or negligent acts of any

employee of CITY, and CITY agrees to indemnify and hold harmless COUNTY from any liability for such claims.

4. Administration. Each of the parties has designated an employee to act on its behalf as administrator of this agreement for purposes of coordinating the efforts of employees of the CITY and the employees of COUNTY in requesting and performing the COUNTY law enforcement services under this agreement. The CITY designates the Chief of Police as its administrator, and the COUNTY designates the Kootenai County Sheriff as its administrator. All communications between the parties with regard to this agreement and the providing of COUNTY law enforcement services shall be made between these parties or their designees. The administrator of the CITY shall have the right to attend the governmental and organizational meetings of COUNTY to the extent necessary to carry out the provisions of this agreement, and the administrator of COUNTY shall have the right to attend governmental and organizational meetings of the CITY regarding this agreement.

Each party agrees to provide the full cooperation and assistance to the other to facilitate the performance of this agreement.

5. Term. The term of this agreement shall be effective upon signing by the parties, and shall continue until the first day of January, 2014. Thereafter, said agreement shall automatically renew on the first day of January of each and every year thereafter for the additional year, unless notice is given in writing by one of the parties hereto to the other party of their intention not to renew, at least thirty days prior to expiration.
6. Rescission of Agreement. Either party hereto may rescind this agreement at any time without cause by giving the other party written notice of recession, and the agreement shall thereafter be of no further force and effect.
7. County Obligation. COUNTY shall provide the COUNTY law enforcement services pursuant to this agreement for the CITY on an “as needed” basis taking into account the nature of the call and the available manpower of COUNTY to provide the services pursuant to this agreement and will endeavor to the best of its ability to provide adequate police protection and pursuant to this agreement for the CITY.

IN WITNESS WHEREOF the parties have adopted this agreement by its governing bodies and this agreement has been signed and attested by the authorized official of each party.

SIGNATURE PAGE

DATED this _____ of January, 2013.

KOOTENAI COUNTY BOARD
OF COMMISSIONERS

Todd Tondee, Chairman

Jai Nelson, Commissioner

Dan Green, Commissioner

Ben Wolfinger, Sheriff

DATED this _____ of January, 2013

CITY OF COEUR D'ALENE

Sandy Bloem, Mayor

Renata McLeod, City Clerk

Wayne Longo, Chief of Police



Coeur d'Alene Police

Protect and Serve

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

GENERAL SERVICES COMMITTEE STAFF REPORT

DATE: March 27th, 2013

FROM: Lieutenant Bill McLeod

SUBJECT: Memorandum of Agreement between Kootenai County Sheriff's Office and City of Coeur d'Alene Police Department regarding Extra-Territorial Authority pursuant to Idaho Code section 67-2337

Decision Point

Should the City Council approve the agreement between the City of Coeur d'Alene and the Kootenai County Sheriff's Office which would allow sworn members of the Coeur d'Alene Police Department to exercise peace officer authority in the jurisdiction of the Sheriff's Office?

History

The City of Coeur d'Alene and its Police Department have previously entered into extra-territorial authority agreements with the Kootenai County Sheriff's Office, generally upon a new Sheriff taking office. This particular agreement is being requested by newly elected Sheriff Ben Wolfinger. The City of Coeur d'Alene boundaries are encompassed by the jurisdiction of the Sheriff, but there are also some small areas within the jurisdiction of the Sheriff which are surrounded by the City boundaries of Coeur d'Alene. Investigations or enforcement by members of our Police Department may at times extend outside of our jurisdiction due to fresh pursuits, mutual aid requests from the Sheriff's Office, the prevention of a felony or immediate threat of serious injury or death to any person, or when conducting a follow-up investigation to a crime which originally occurred in the City. Some Police Department members are also part of multi-agency teams, such as SWAT and the Drug Task Force, which frequently require those members to be involved in investigations and/or take enforcement action outside the City of Coeur d'Alene. All sworn members of the Police Department are sworn in by the Sheriff as Special Deputies.

Financial Impact

There is no cost associated with entering into this agreement.

Recommendation

Staff recommends the City Council approve the agreement between the City of Coeur d'Alene and the Kootenai County Sheriff's Office which would allow sworn members of the Coeur d'Alene Police Department to exercise peace officer authority in the jurisdiction of the Sheriff's Office.

MEMORANDUM OF AGREEMENT
CITY OF COEUR D'ALENE – KOOTENAI COUNTY SHERIFF'S OFFICE
PURSUANT TO I.C. SECTION 67-2337

WHEREAS the Kootenai County Sheriff's Office and the City of Coeur d'Alene Police Department have entered into an agreement to permit officers of the Coeur d'Alene Police Department to exercise peace officer authority in the jurisdiction of the Sheriff's Office; and

WHEREAS, the granting of authority to the City of Coeur d'Alene Police officers to permit them to exercise peace officer authority within the geographic jurisdiction of the Sheriff's Office is necessary and desirable;

NOW THEREFORE, the Kootenai County Sheriff's Office and the City of Coeur d'Alene Police Department agree to execute this mutual assistance compact authorized by I.C. 67-2337(4) and understand as follows:

1. Coeur d'Alene police officers may exercise their duties of crime prevention, investigation and detection, and the enforcement of criminal laws and traffic laws of the state within Kootenai County but outside of the corporate boundaries of the City of Coeur d'Alene when any one (1) of the following conditions exist:
 - (a) A request for law enforcement assistance is made by the Kootenai County Sheriff's Department;
 - (b) The Coeur d'Alene police officer possesses probable cause to believe a crime is occurring involving a felony or an immediate threat of serious bodily injury or death to any person; or
 - (c) When a Coeur d'Alene police officer is in fresh pursuit as defined in and pursuant to chapter 7, title 19, Idaho Code.
2. Section I shall not imply that Coeur d'Alene police officers may routinely perform their law enforcement duties outside their jurisdiction in the course and scope of their employment.
3. It is agreed that Coeur d'Alene police officers and detectives shall have authority to act in the jurisdiction of the Kootenai County Sheriff's Office during the course of an investigation where the crime was believed to have occurred within the city of Coeur d'Alene and follow-up needs to be conducted outside of the city of Coeur d'Alene.

4. STANDARDS OF CONDUCT

Each Coeur d’Alene Police officer shall maintain the standards of professional conduct required by their agency while acting within the jurisdiction of the Kootenai County Sheriff. It shall be the sole duty and responsibility of the Coeur d’Alene Police Department to determine if there has been a breach of professional standards.

5. LIABILITY

Assumption of liability under this agreement shall be as prescribed by §67-2337(4) Idaho Code, as well as any other state or federal laws consistent with §67-2337 Idaho Code. The employing agency shall be responsible for any liability arising from the acts of its employees participating in this Memorandum of Agreement.

The City of Coeur d’Alene shall be responsible for any liability arising from the acts of its employees when performing their assigned functions and duties outside the territorial limits of the City of Coeur d’Alene pursuant to this agreement.

6. AMENDMENT, DURATION AND TERMINATION OF AGREEMENT

This Memorandum of Agreement may be amended by written agreement of both parties. The term of this agreement shall begin on the approval of all required parties under the statute, and shall continue until the first day of January, 2014. Thereafter, said agreement shall automatically renew on the first day of January, 2014 and the first day of January of each and every year unless notice is given in writing by one of the parties hereto to the other party of intention not to renew, at least thirty days prior to expiration.

DATED this _____ of _____, 2013.

DATED this _____ of _____, 2013

KOOTENAI COUNTY BOARD
OF COMMISSIONERS

CITY OF COEUR D’ALENE

Todd Tondee, Chairman

Sandy Bloem, Mayor

Jai Nelson, Commissioner

Renata McLeod, City Clerk

Dan Green, Commissioner

Wayne Longo, Chief of Police

Ben Wolfinger, Sheriff

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: April 9, 2013

From: Kenny Gabriel, Fire Chief

Re: Agreement with ITD

DECISION POINT: Should Mayor and Council approve an agreement between the Fire Department and the Idaho Transportation Department (ITD) for Fire Protection within ITD right of ways on Highway 95.

HISTORY: We have been asked by ITD to sign a formal agreement stating we would provide fire protection on Hwy 95. This is a continuation of a contract we have signed in years past.

FINANCIAL ANALYSIS: There will be no negative financial impact to the City. There is a provision in the agreement that allows responding agencies to be reimbursed. This rate is the exact same at the agreement we have with the Idaho Department of Lands.

PERFORMANCE ANALYSIS: This will cause no change of service because we currently respond to all incidents in the City.

DECISION POINT/RECOMMENDATION: Enter into an agreement with ITD for fire protection in the ITD right of ways on Highway 95.



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

May 1, 2013

Coeur d' Alene Fire Department

RE: AGREEMENT RENEWAL - # 60 840 FS08
Interstate Fire Protection Agreement
ITD Right of Ways

TO Whom It May Concern:

The above mentioned contract will expire on April 24, 2013 and is eligible for a five year extension. If the attached renewal is acceptable to you, please fill-in the contact information and milepost as indicated have the appropriate agency representative sign, date, and return via: fax, email or US Mail to the address below.

Please note on the Signature Page, there is a place for you to indicate the area of the interstate, by milepost that is outside of your fire jurisdiction that you are willing to respond to.

Idaho Transportation Department
Business & Support Management – Purchasing Unit
Attn: Todd Sorensen
PO Box 7129
Boise, Idaho 83707-1129
Email: todd.sorensen@itd.idaho.gov
Phone: 208.334.8093
Fax: 208.287.3870

If you wish to decline this request to renew, please sign below and return this letter.

Reason for declining: _____

Signature: _____ Printed Name: _____

Date: _____

Sincerely,

Todd Sorensen

B&SM - Purchasing
Grants / Contracts Program Specialist



**ITD STANDARD CONTRACT RENEWAL
CONTRACT # 60 840 FS08**

Renewal Effective Date: April 25, 2013

Renewal Expiration Date: April 24, 2018

**Agency: Idaho Transportation Department
Emergency Programming
PO Box 7129
Boise, Idaho 83707-1129**

Fire Agency Mailing Address: Coeur d' Alene Fire Department
320 E foster Ave.
Coeur d' Alene, Idaho 83814

Contact Person: _____

Title: _____

Phone: (208) _____ **Fax:** (208) _____

Email: _____

Idaho Transportation Department's Mission:

“To provide cost-effective transportation systems that are safe, reliable and responsive to the economical and efficient movement of people and products.”

Term Of Contract:

The term of this renewal contract will be for five (5) years, with an additional 5 year renewal and/or yearly modifications or cancellations to this contact may be made when agreed upon by the contracted Fire Agency, and the Idaho Transportation Department.

Summary Of This Work:

The work of this contract is to provide the Idaho Transportation Department with fire protection for vehicular fires within the ITD Right of Ways, on I-15, I-84, I-86, US-95 and I-90; outside of any organized Fire Department jurisdiction.

Minimum Standards:

Extinguishment of vehicle fires shall be in accordance with the responding Fire Departments Standard Operating Procedures (SOP) and minimum standards of this document.

The responding fire agencies shall meet the following minimum standards for responding to vehicle fires on ITD roadways and upon request, provide written documentation for the following:

- Firefighters have been trained in proper extinguishment of vehicle fires through NFPA Firefighter I or equivalent, and/or other Department certification signed by the Fire Chief as being able to perform vehicle firefighting.
- Fire apparatus is certified by the Fire Department that it meets NFPA minimum standards.

Fire Department personnel shall use personnel protective equipment in accordance with NFPA 1971 including Self-Contained Breathing Apparatus (SCBA), this should also include wearing of a Class II

reflective vest, or if vests are not available insure that the reflective tape of the structural fire fighting gear is in good condition. (NFPA 1001 5.3.3)

The Fire Department should try to establish a safe work zone while working within the highway right of way. If possible all traffic control should comply with 6-I Control of Traffic through Traffic Incident Management Areas of the Manual for Uniform Traffic Control Devices (MUTCD). See attachment of MUTCD 6I

During any vehicle fire suppression activity upon ITD roadway where water is used during or forecasted freezing conditions the fire department will notify the closest ITD District or State Communications of a potential roadway icing condition.

ITD shall be notified if there is any major damage to infrastructure (pavement, bridge, etc.), by contacting the closest ITD District or State Communications.

Payment For Response:

Payment for response shall be based on the most current Department of Lands Fire Service Organization Rate Book.

The fire department shall submit a completed Idaho Fire Incident Report (IFIRS) along with the billing invoice and if possible insurance information to ITD for payment.

Full Time Paid Fire Departments:

A Fire Service Organization with wage employees shall be paid at the Un-Operated Hourly Rate, and will submit an invoice for personnel time. ITD will reimburse the FSO for actual payroll costs, including benefits, based on incident shift time. No other administrative or backfill costs will be allowed.

Volunteer Fire Departments:

A Volunteer Fire Service Organization shall be paid at the Fully Operated Hourly Rate.

Any Cancellation Of Apparatus Will Not Be Eligible For Payment.

RATES SUBJECT TO CHANGE PER:

Idaho Department of Lands (IDL) 2012 Idaho Fire Service Organization Rate Book

STRUCTURAL ENGINES

Example Only

CLASS	UNOP Daily Rate	UNOP Hourly Rate	FULLY OP Daily Rate	FULLY OP Hourly Rate	# of Persons
E1	\$ 1,456	\$ 104	\$ 2,632	\$ 188	4
E2	\$ 1,386	\$ 92	\$ 2,268	\$ 162	3

Additional Personal Payment

Additional personnel above the recommended number required by the IDL Rate Book shall be paid in accordance with the Fire Departments regular certified pay scale. The current AD rate will apply to Fire Departments without a certified pay rate.

Equipment

Heavy Rescue apparatus with a water supply system that respond for extinguishment will be paid the same rate as an E-1 engine.

MATERIALS

Foam

ITD shall make reimbursement for foam when provided by the Fire Department.

- Compressed Air Foam System (CAFS) – Plumbed into the system, increase the rate by 10% of the specified un-operated rate.
- Metering Systems (Automatic Regulating Proportioning System) – Systematic metering units, increase the rate by 5% of the specified un-operated rate.
- Any other foam capabilities, such as eductor units which siphon foam into the hose system, or when the foam is dumped directly into the tank, will not receive any additional compensation.

Absorbent Materials

ITD shall make reimbursement for absorbent materials when provided by the Fire Department. Absorbent materials such as floor dry, booms and/or pads used to absorb, contain and/or divert motor vehicle fluids.

ACRONYMS

UNOP	Un-Operated [Hourly or Daily] Rate
SOP	Standard Operating Procedures
NFPA	National Fire Protection Association
SCBA	Self-Contained Breathing Apparatus
MUTCD	Manual for Uniform Traffic Control Devices
ITD	Idaho Transportation Department
IFIRS	Idaho Fire Incident Report
FSO	Fire Service Organization
ADL – Rate	Activities of Daily Living
IDL – Rate	Idaho Department of Lands
CAFS	Compressed Air Foam System
MOU	Memorandums of Understand
E1	Engine One
E2	Engine Two

Please direct all questions to:

Bryan Smith
Emergency Program Manager
Mobility Services
(208) 334-8414

**IDAHO TRANSPORTATION DEPARTMENT
SIGNATURE PAGE**

ITD, In No Way Assumes Liability For Any Firefighting Operations

- If fire organization resources are committed within their jurisdiction, they are not obligated to respond.
- Memorandums of Understanding (MOU) with other Departments for backup responses are encouraged.
- Payment will be made to contracted department to reimburse backup departments for their response.

Upon signing, the _____
(agency name)

CIRCLE ONE:
Fire Department /or/ Protection District /or/ Volunteer Department /or other _____

agrees to provide fire protection to ITD on highway(s) _____, from Milepost _____ to the N /S /E /W and to Milepost _____ to the N /S /E/ W outside of their organized fire jurisdiction.

By Signature of their authorized Representative below, each of the parties hereto has executed this Agreement on the day and year executed by the Department.

Fire Agency Name	
Authorized Representative Printed Name	Title
Authorized Representative Signature	Date
Idaho Transportation Department Purchasing Agent's Printed Name SHERRY JENKINS	
Purchasing Agent's Signature	Date

ITD Contract Staff: Todd Sorensen
 Phone: (208) 334.8093 Fax: (208) 287-3870
 Email: todd.sorensen@itd.idaho.gov

Date: May 2, 2013

MEMORANDUM

DATE: APRIL 22, 2013

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: APPROVAL OF AN AGREEMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PANHANDLE AREA COUNCIL FOR GRANT ADMINISTRATION SERVICES.

DECISION POINT: To approve a Professional Services Agreement with Panhandle Area Council for grant administration services.

HISTORY: The City is entering into a new year of HUD CDBG Funding. The previous agreement with Panhandle Area Council for grant administration services has expired. On November 6, 2012, the City opened a request for proposals for grant administration services for the City's Community Development Block Grant (CDBG) program. Emails were sent directly to four area grant writers/administration service providers, as well as begin posted to the City's webpage. The process utilized complied with I.C. 67-2803.

One response to the request for proposals was received, that was from Panhandle Area Council. Staff has reviewed the response and recommends approval of attached Professional Services Agreement. The Contract term proposed is for two years with three (3) one-year options for renewal. This term allows the City flexibility based on Federal funding levels. The potential for a five-year term allows the City to get through the next Consolidate Plan cycle before soliciting professional services.

FINANCIAL: Payment for services is budgeted within the CDBG administration account and shall be divided into quarterly payments of \$11,250, totaling \$45,000 annually.

PERFORMANCE ANALYSIS: Authorizing the Professional Services Agreement will allow PAC to continue providing grant administration services.

DECISION POINT/RECOMMENDATION: To approve a Professional Services Agreement with Panhandle Area Council for grant administration services.

PROFESSIONAL SERVICES CONTRACT
between
the City of Coeur d'Alene and Panhandle Area Council
for the
Coeur d'Alene CDBG Entitlement Program

This Contract is entered into this ____ day of May, 2013, by and between the City of Coeur d'Alene, Idaho, herein referred to as CITY and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY has applied for and received funds under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD) for housing and community development needs;

WHEREAS, the CITY desires to engage the CONTRACTOR to render grant administration services related to such funds; and

WHEREAS, in order to assure effective management of the above Program, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Exhibit "1" to provide for grant administration and management of the Coeur d'Alene CDBG Entitlement Program for the CITY.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such, neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least five hundred thousand dollars (\$500,000).
4. **STAFFING.** The CITY'S designated liaison with the CONTRACTOR is Renata McLeod, Project Coordinator. The CONTRACTOR'S primary designated liaison with the CITY for grant administration and management is Sherri Wastweet, Contracts Specialist and secondary is Kay

Kitchel, Fiscal Contracts Manager. Any changes in key personnel assigned or their general responsibilities under this Contract are subject to the proper approval of the CITY.

5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on April 1, 2013 and shall end on March 31, 2015, a term of two (2) years with three (3) one-year options for renewal. The term of this Contract and the provisions herein may be extended to cover any additional time period required to perform work for close out or transfer of program to the City.

6. **PERFORMANCE MONITORING.** The City will monitor the performance of the Contractor against CDBG regulations and the goals and performance standards as outlined in the Scope of Services attached hereto as Exhibit "1" Substandard performance as determined by the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

7. **SCOPE OF SERVICES.** The administrative scope of services is as set forth in the Exhibit "1," which by this reference is made a part hereof.

It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the CITY'S financial officer, legal advice, fiscal audits, or assistance with activities not related to the CDBG Entitlement Program.

8. **COMPENSATION.** For satisfactory completion of administrative services to be provided under this Contract, the CITY will pay the CONTRACTOR a sum not to exceed \$45,000.00 annually, which the City agrees to pay as follows:

a. Upon written request, the CITY shall make quarterly progress payments to the CONTRACTOR in the amount of \$11,250 (four payments) of the Contract amount.

b. Reimbursable expenses beyond the Administrative Scope of Work budget shall be billed out at the cost for the individual project activities, which includes printing costs, classified/legal notices, special projects, mass mailings, and out of region travel with prior approval of the City.

9. **ASSIGN ABILITY OF CONTRACT.** The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

10. **NOTICES:** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as described in this section shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Contract shall be directed to the following contract representatives:

City of Coeur d'Alene
Renata McLeod, Project Coordinator
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814
P: 208-666-5741
F: 208-769-2366

Panhandle Area Council
Kay Kitchel, Fiscal Contracts Mgr.
11100 N. Airport Drive
Hayden, Idaho 83835
P: 208-772-0584
F: 208-772-6196

11. **TERMINATION OF CONTRACT.** This Contract may be terminated as follows:

a. **Termination for Convenience.** This Contract may be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

b. **Termination for Cause.** If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; or submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.

The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the CITY by reason of the CONTRACTOR'S failure to comply with this Contract.

12. **CIVIL RIGHTS ACT OF 1964.** The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The CONTRACTOR will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

14. **MINORITY BUSINESS ENTERPRISE.** Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the CONTRACTOR will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the CONTRACTOR must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

15. **NONDISCRIMINATION.** The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

16. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY, which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY.

17. **REPORTS AND INFORMATION.** The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for four years from the submission of the CAPER by the CITY to the HUD Field Office. The CONTRACTOR shall provide written notification to the CITY prior to destruction of records. The CONTRACTOR shall insure recognition of the role of the CITY in providing services through this Contract. All activities, facilities, and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the CONTRACTOR will include a reference to the support provided herein in all publications made possible with funds made available under this Contract.

18. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

19. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Kootenai, State of Idaho.

20. **INDEMNIFICATION.** The CONTRACTOR waives any and all claims and recourse against the CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR'S performance of this Contract except for liability arising out of concurrent or sole negligence of the CITY or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the CITY against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR'S performance of this Contract except for liability arising out of the concurrent or sole negligence of the CITY or its officers, agents or employees.

21. **CONFLICT OF INTEREST.** The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the award of this Contract that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest.

a. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to the City's CDBG-assisted activities, or who are in a position to participate in a decision – making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract subcontract, or agreement with respect to the City's CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the CONTRACTOR, or any designated public agency.

22. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

23. **SECTION HEADINGS AND SUBHEADINGS.** The section headings and subheadings contained in this Contract are included for convenience only and shall not limit or otherwise affect the terms of this Contract.

24. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this contract null and void.

25. **WAIVER.** The City’s failure to act with respect to a breach by the CONTRACTOR does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

26. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the CITY and the CONTRACTOR for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Contractor with respect to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL

CITY OF COEUR D’ALENE

BY: _____
James L. Deffenbaugh
Executive Director

BY: _____
Sandi Bloem, Mayor

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

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

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared **James L. Deffenbaugh**, known to me to be the Executive Director, of **Panhandle Area Council**, and the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

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

SCOPE OF SERVICES 2013

The CONTRACTOR shall be responsible for administering the City of Coeur d'Alene's CDBG Entitlement program. All tasks will be administered in compliance with laws governing Entitlement Cities under the Department of Housing and Urban Development, to include but not limited to 24 CFR Part 570 and any additional Executive Orders, laws, regulations, policies and/or procedures of HUD or the City of Coeur d'Alene.

The following scope of services will assist the City in attaining the goals as stated in the Consolidated Plan and Annual Action Plan. Each of these goals has a different set of activities to be undertaken; therefore, the categories and tasks identified below are general in nature and not all-inclusive. The CONTRACTOR shall cover all services reasonably expected for the successful execution of the program except for those activities that cannot be passed down.

CDBG ADMINISTRATION/MANAGEMENT

A. GENERAL ADMINISTRATIVE

1. The CONTRACTOR will manage grant administration for the City of Coeur d'Alene CDBG Entitlement program in accordance with part 570.501 of the CDBG regulations. In addition, the CONTRACTOR will maintain files and records for overall administration of the programs.
2. Provide the necessary information for the IDIS reporting system to track all funds, project progress, and request drawdown of CDBG funds. Conduct opening and closing of projects and activities within the IDIS computer program.
3. Prepare financial data/reports on behalf of the CITY for dissemination to the community and any other reports as deemed necessary by the CITY.
4. Prepare and Maintain program budgets, amendments, and schedules for each Entitlement activity.
5. Develop agreements for contractors and sub-recipients and conduct monitoring, including all periodic and final site inspections to assure approved work is being conducted and completed within the scope of work/services.
6. Attend City Council meetings or any other meetings as deemed necessary by the CITY, and the CONTRACTOR.
7. Act as a resource for procurement procedures, policies, and documentation, recommending updates, and providing clarifications as needed.

8. Provide information to the CITY for maintenance of financial records, and develop and maintain adequate source documentation for financial records sufficient to meet HUD requirements. All expenditures approved for payment under the program will be tracked and documented.

9. Provide marketing and outreach for CDBG projects to reach eligible applicants for participation in the programs.

10. Preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), through the IDIS computer program. Manage the notification process to citizens according to the Citizen Participation Plan. Present, attend, and take notes at meetings as necessary.

11. Ensure compliance with the City's Citizen Participation plan.

12. Preparation of the Annual Action Plan, through the IDIS computer program.

13. Preparation of the Five Year Consolidated Plan, as necessary.

14. Provide the CITY an evaluation of program results against the objectives as identified in the Annual Action Plan and Five-Year Consolidated Plan.

15. Meet regularly with City staff liaison and present updates to the City Council as requested.

16. Utilize/engage partners to meet the CITY Consolidate Plan goals.

17. Track Fair Housing Plan Activities, make compliance recommendations, and prepare, on an annual basis, one educational opportunity regarding Fair Housing and impediments to Fair Housing.

B. PROJECT/ACTIVITY – this list will vary from activity to activity, but for each project undertaken, a determination will be made to ensure that all required tasks are performed maintaining compliance with CDBG regulations.

1. Conduct environmental reviews and establish an Environmental Review Record file. (The City is the responsible entity and will be responsible for adhering to the rules and regulations governing the environmental review process at 24 CFR part 58).

2. Document eligibility of each funded activity undertaken.

3. Evidence of meeting the national objective.

4. Develop sub-recipient agreements and conduct monitoring.

5. Provide technical assistance as needed to subrecipients.
6. Process applications for program participation and determine if program applicants are income-eligible in accordance to City policies and procedures.
7. Manage Construction Administration.
8. Approval of payments, review invoices, verify expenses are reasonable, in accordance to City standards, and submit drawdown requests to the City.
9. Maintain files/documents according to HUD standards.
10. Ensure compliance for the City's programs that fall under this contract, including preparation of necessary reports and documentation:
 - a. Fair Housing, Accessibility, and Equal Employment Compliance.
 - b. Lead-based Paint Compliance
 - c. Compliance with Labor Laws and requirements, including Davis-Bacon and the Section 3 Act.
 - d. Compliance with the Relocation Assistance and Real Property and Acquisition Act.

Public Works STAFF REPORT

DATE: April 29, 2013
FROM: Tim Martin, Street Superintendent
SUBJECT: **DECLARE SURPLUS NON-WORKING PORTABLE SERVICE
LIGHT TRAILER**

DECISION POINT:

The purpose of this report is for consent to declare a service light trailer.

HISTORY:

This trailer was used as lighting system for Independence Point after the fireworks for the protection of citizen's.

PERFORMANCE ANALYSIS:

This equipment has been deemed of no value. Last year during breakup the light failed. After the shop mechanics looked at the light system it was deemed that the generator had failed. The department purchased the light system from the Idaho Surplus system for \$500.00 (4) four years ago and replacement parts are no longer readily available and would be expensive.


FINANCIAL ANALYSIS:

There is no cost to the taxpayers. The Auction house takes a percentage of the bid auction item. The department will shuttle items to the auction. We feel we will recoup the original cost.

DECISION POINT:

The purpose of this report is to ask for Council Consent to declare this equipment surplus.

**CITY COUNCIL
STAFF REPORT**

DATE: May 7, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place 20th Addition: Final Plat Approval, Subdivision Improvement Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a thirty (30) lot residential development.
2. Approval of the Subdivision Improvement Agreement and installed security for the Coeur d'Alene Place 20th Addition.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: West of Courcelles Pkwy., directly north of the Coeur d'Alene soccer complex in the Greenstone development.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plat of CdA Place 17th Addition, November 2010.
 3. Final plat of CdA Place 18th Addition, September 2012.
 4. Final plat of the CdA Place 19th Addition, April 2013.

FINANCIAL ANALYSIS

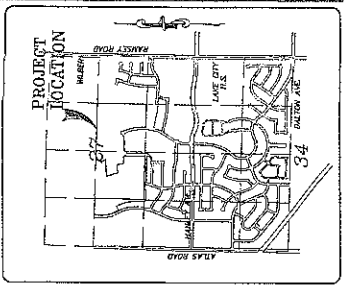
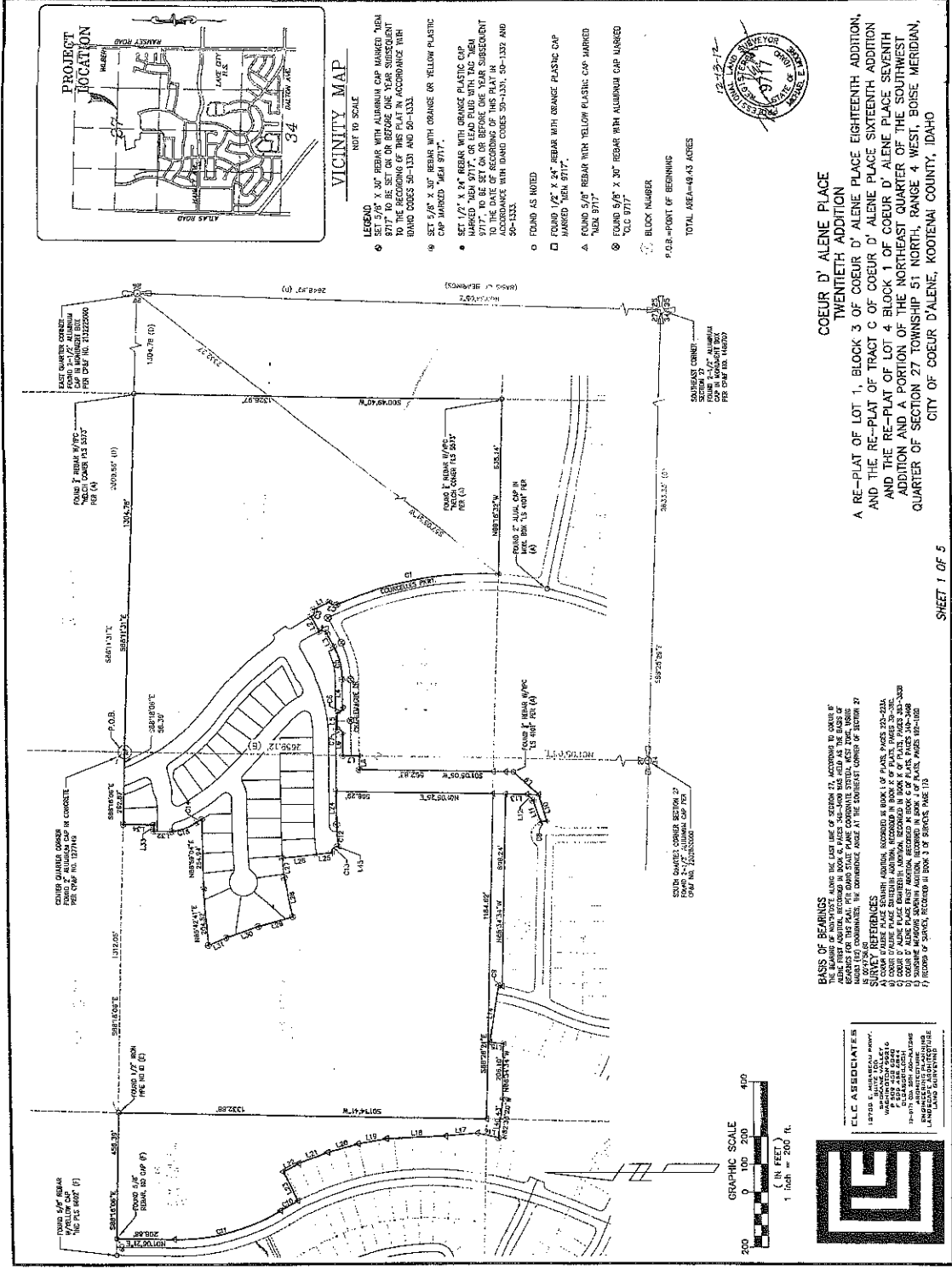
The developer is installing bonding security in the amount of \$572,000.00 to cover the cost of outstanding infrastructure improvements that are required for final plat approval. Per City Code, the security amounts to 150% of the estimated cost of the improvements installation.

PERFORMANCE ANALYSIS

The developer has completed the necessary subdivision agreement and is bonding for the remaining outstanding infrastructure items in order to receive final plat approval. The installation of the agreement and security enables the developer to receive final plat approval and sell platted lots, however, building permit issuance will not be allowed until the infrastructure installation has been completed. The developer has stated that all infrastructure installations will be complete by June 10, 2013.

DECISION POINT RECOMMENDATION

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



VICINITY MAP
NOT TO SCALE

- LEGEND**
- SET 2 1/2" X 30" REBAR WITH ALUMINUM CAP MARKED "XEN 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF THIS PLAN IN ACCORDANCE WITH ORDINANCES 50-133 AND 50-133A
 - SET 2 1/2" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "XEN 9717"
 - SET 1 1/2" X 14" REBAR WITH ORANGE PLASTIC CAP MARKED "XEN 9717" OR LEAD PLUS WITH "XEN 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF THIS PLAN IN ACCORDANCE WITH ORDINANCES 50-133, 50-133A AND 50-133B
 - FOUND AS NOTED
 - FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "XEN 9717"
 - △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "XEN 9717"
 - ⊙ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "XEN 9717"
 - BLOCK NUMBER

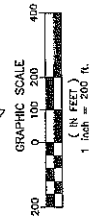
† 0.8 - POINT OF BEGINNING
TOTAL AREA=48.43 ACRES



COEUR D' ALENE PLACE TWENTIETH ADDITION
A RE-PLAT OF LOT 1, BLOCK 3 OF COEUR D' ALENE PLACE EIGHTEENTH ADDITION, AND THE RE-PLAT OF TRACT C OF COEUR D' ALENE PLACE SIXTEENTH ADDITION AND THE RE-PLAT OF LOT 4, BLOCK 1 OF COEUR D' ALENE PLACE SEVENTH ADDITION AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 61 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR DALENE, KOOTENAI COUNTY, IDAHO

BASIS OF BEARINGS
THE BEARINGS OF THIS PLAN ARE ALIGNED TO THE EAST LINE OF SECTION 27, ACCORDING TO CORNER OF ALBION FIRST ADDITION, RECORDED IN BOOK 6, PAGES 366-368 AND WAS SET AS THE BASIS OF BEARINGS FOR THIS PLAN. THE BEARINGS WERE OBTAINED AT THE SOUTHWEST CORNER OF SECTION 27.

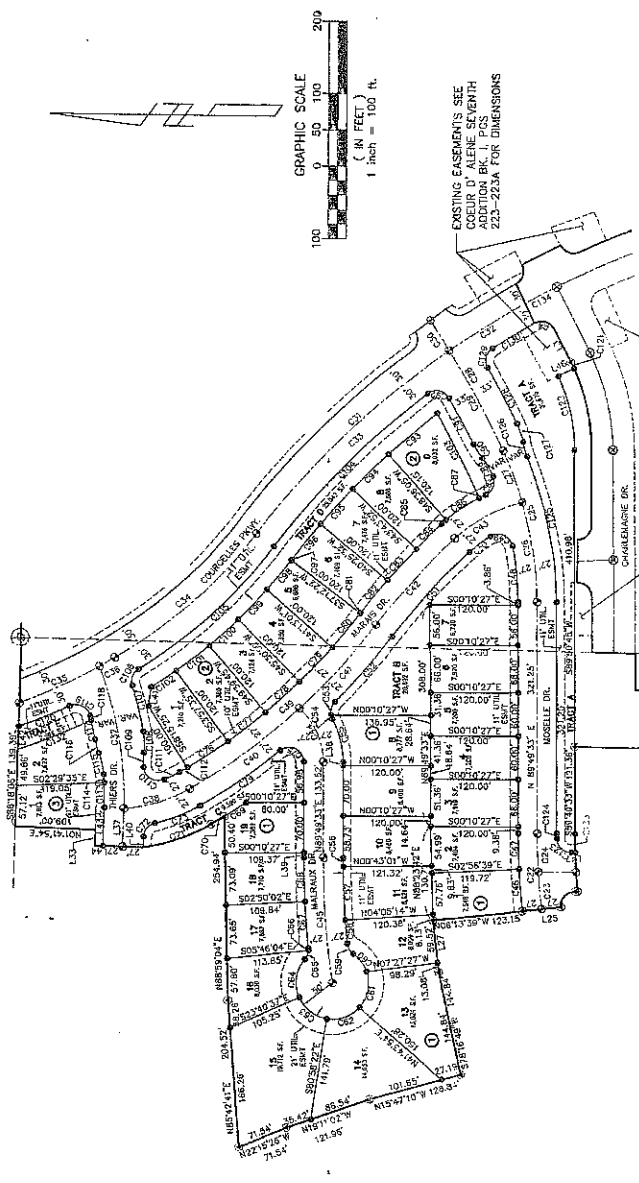
RECORD REFERENCES
A) COEUR DALENE PLACE SEVENTH ADDITION, RECORDED IN BOOK 1 OF PLATS, PAGES 210-221A
B) COEUR DALENE PLACE SIXTEENTH ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 366-368
C) COEUR D' ALENE PLACE EIGHTEENTH ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 369-389
D) COEUR D' ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 390-399
E) RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 73.



CLC ASSOCIATES
18750 E. UNIVERSITY AVENUE
BOISE, IDAHO 83725
PHONE: 461-1111
FAX: 461-1112
WWW.CLC-ASSOCIATES.COM
LICENSED PROFESSIONAL ENGINEER
LICENSE NO. 10000

- LEGEND**
- SET 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "NEM" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - △ SET 5/8" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "NEM 9717".
 - SET 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "NEM 9717" OR LEAD PENCIL WITH "NEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - FOUND AS NOTED
 - FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "NEM 9717".
 - △ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "NEM 9717".
 - FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "NEM 9717".

○ BLOCK NUMBER
 TOTAL AREA=46.43 ACRES

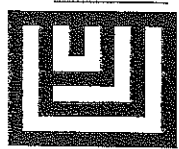


COEUR D'ALENE PLACE TWENTIETH ADDITION
 A RE-PLAT OF LOT 1, BLOCK 3 OF COEUR D'ALENE PLACE EIGHTEENTH ADDITION, AND THE RE-PLAT OF TRACT C OF COEUR D'ALENE PLACE SIXTEENTH ADDITION AND THE RE-PLAT OF LOT 4 BLOCK 1 OF COEUR D'ALENE PLACE SEVENTH ADDITION AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

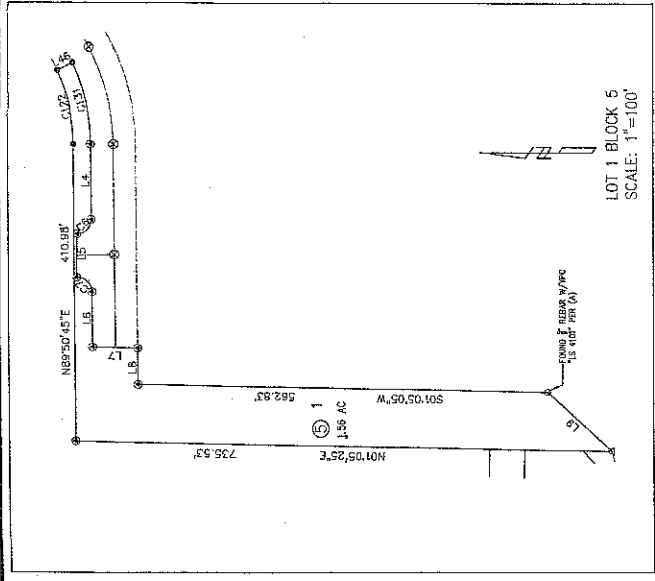


BASE OF BEARINGS
 THE BEARINGS OF THIS PLAT ARE ALONG THE EAST LINE OF SECTION 27, ACCORDING TO COEUR D'ALENE FIRST ADDITION, RECORDED IN BOOK 6, PAGES 340-349 WAS HELD AS THE BASIS OF BEARINGS FOR THIS PLAT. THE BEARINGS OF THIS PLAT ARE THE SAME AS THE BEARINGS OF BOOK 100, COORDINATES, THE CONFORMANCE TABLE AT THE SOUTHWEST CORNER OF SECTION 27 IS 107°56'40".

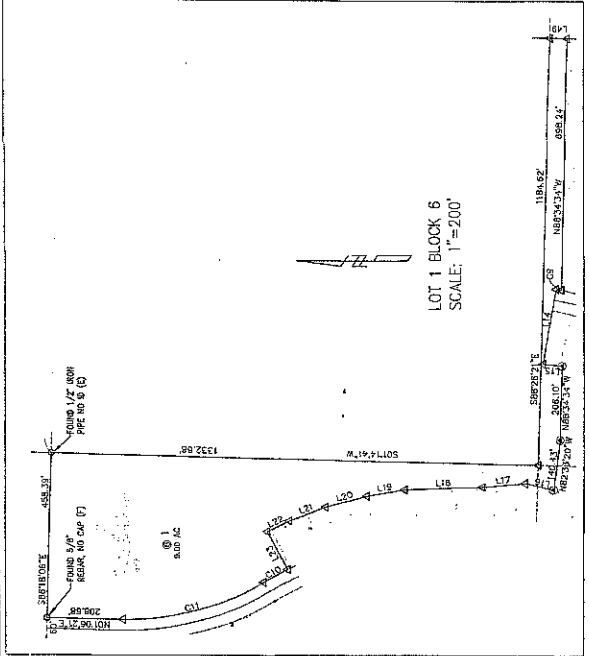
SURVEY REFERENCES
 (A) COEUR D'ALENE PLACE TWENTIETH ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 210-233A.
 (B) COEUR D'ALENE PLACE SIXTEENTH ADDITION, RECORDED IN BOOK K OF PLATS, PAGES 38-39C.
 (C) COEUR D'ALENE PLACE SEVENTH ADDITION, RECORDED IN BOOK N OF PLATS, PAGES 383-389.
 (D) SHARON BEAVER SEVENTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 465-469.
 (E) RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 173.



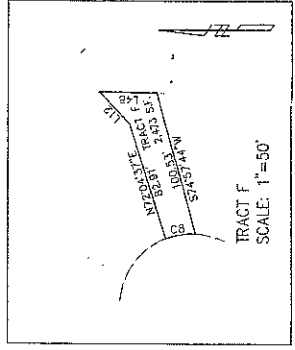
LLC ASSOCIATES
 12730 E. HARRIS BLVD. BOYD, IDAHO 83425
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 (208) 325-1200



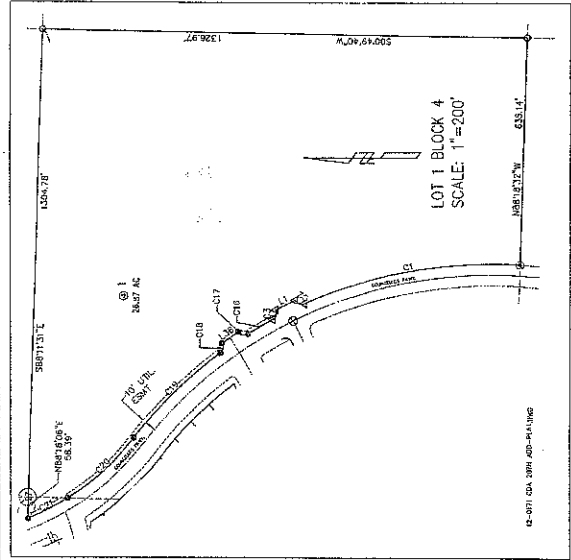
LOT 1 BLOCK 5
SCALE: 1"=100'



LOT 1 BLOCK 6
SCALE: 1"=200'

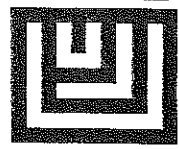


TRACT F
SCALE: 1"=50'



LOT 1 BLOCK 4
SCALE: 1"=200'

BASIS OF BEARINGS
 BEARINGS WERE OBTAINED FROM THE EAST LINE OF SECTION 32, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, RECORDED IN BOOK 6 OF PLATS, PAGES 223-224.
 BEARINGS TO CORNER OF ALONE PLACE EIGHTEENTH ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 340-349.
 BEARINGS TO CORNER OF ALONE PLACE SIXTEENTH ADDITION, RECORDED IN BOOK 6 OF PLATS, PAGES 340-349.
 BEARINGS TO CORNER OF ALONE PLACE SEVENTH ADDITION, RECORDED IN BOOK 3 OF PLATS, PAGE 173.
 RECORD OF SURVEY, RECORDED IN BOOK 3 OF SURVEYS, PAGE 173.



CLE ASSOCIATES
 1979 S. WASHINGTON HWY.
 SUITE 100
 WASHINGTON DC 20004
 TEL: 202 462 6000
 FAX: 202 462 6001
 CLE ASSOCIATES
 ENGINEERS AND PLANNERS
 LAND SURVEYING

LEGEND
 ○ SET 1/2" X 24" REBAR WITH ALUMINUM CAP MARKED "MEN 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1332.
 ○ SET 5/8" X 30" REBAR WITH ORANGE OR YELLOW PLASTIC CAP MARKED "MEN 9717".
 ○ SET 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEN 9717", OR LEAD PLUG WITH TAG "MEN 9717", TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 ○ FOUND AS NOTED
 □ FOUND 1/2" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEN 9717".
 △ FOUND 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP MARKED "MEN 9717".
 ○ FOUND 5/8" X 30" REBAR WITH ALUMINUM CAP MARKED "CLE 9717".

BLOCK NUMBER
 TOTAL AREA=49.43 ACRES

COEUR D' ALENE PLACE TWENTIETH ADDITION,
 A RE-PLAT OF LOT 1, BLOCK 3 OF COEUR D' ALENE PLACE EIGHTEENTH ADDITION, AND THE RE-PLAT OF TRACT C OF COEUR D' ALENE PLACE SIXTEENTH ADDITION AND THE RE-PLAT OF LOT 4, BLOCK 1 OF COEUR D' ALENE PLACE SEVENTH ADDITION AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CURVE TABLE

Table with 5 columns: CURVE, RADIUS, LENGTH, CHD. DIST., CRD. BRG., DELTA. Contains curve data for stations 1230.00 to 565.00.

CURVE TABLE

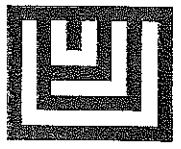
Table with 5 columns: CURVE, RADIUS, LENGTH, CHD. DIST., CRD. BRG., DELTA. Contains curve data for stations 565.00 to 1200.00.

TIME TABLE

Table with 2 columns: LINE LENGTH, TIME. Lists line segments and their corresponding times.



COEUR D' ALENE PLACE TWENTIETH ADDITION AND THE RE-PLAT OF LOT 1, BLOCK 3 OF COEUR D' ALENE PLACE EIGHTEENTH ADDITION, AND THE RE-PLAT OF LOT 4 BLOCK 1 OF COEUR D' ALENE PLACE SEVENTH ADDITION AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27 TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



CLC ASSOCIATES 12720 E. MURKIN RD. BOISE, IDAHO 83725 PHONE: 438-8824 FAX: 438-8824 WWW: WWW.CLCASSOCIATES.COM

April 29, 2013

City of Coeur d' Alene
710 E. Mullan Ave.
Coeur d' Alene, ID 83814-3956

Irrevocable Letter of Credit No. 25026

Beneficiaries:

By order of our client, Greenstone-Kootenai, Inc., we hereby establish this Irrevocable Letter of Credit No. 25026 in your favor for an amount up to but not exceeding the aggregate sum of Five Hundred Seventy Two Thousand and NO/100 U.S. Dollars (U.S. \$572,000.00), effective immediately, and expiring at the offices of the bank on April 29, 2014, unless renewed as hereinafter provided.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Funds under this Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause "Drawn under Credit No. 25026".

This Letter of Credit will be automatically renewed for a one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date, we notify both you and your client in writing by registered mail that we elect not to so renew this Letter of Credit.

Upon receipt by you of our notice of election not to renew this Letter of Credit, you may draw hereunder by your sight draft(s) drawn on us and bearing the clause "Drawn under Credit No. 25026".

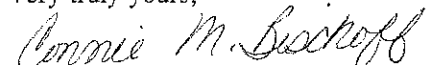
This Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

All bank charges and commissions incurred in this transaction are for the applicant's account.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee. The obligation of Washington Trust Bank under this Letter of Credit is the individual obligation of Washington Trust Bank, and is in no way contingent upon reimbursement with respect thereto.

Except as otherwise expressly stated herein, this credit is subject to and governed by the Laws of the State of New York and the 2007 revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600) and, in the event of any conflict, the Laws of the State of New York will control. If this credit expires during an interruption of business as described in Article 36 of said I.C.C. publication, we agree to effect payment if this Credit is drawn against within 30 days after the resumption of business.

Very truly yours,



Connie M. Bischoff
Regional Senior Vice President
Washington Trust Bank

AGREEMENT TO PERFORM SUBDIVISION WORK

THIS AGREEMENT made this ____ day of May, 2013, between Greenstone-Kootenai, Inc. whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, with Kevin Schneidmiller as Vice-President, hereinafter referred to as the "Developer," and, the City of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814-3956, hereinafter referred to as the "City,"

WHEREAS, the City has approved, subject to completion of the required improvements, the Coeur d'Alene Place 20th Addition subdivision, a thirty (30) lot residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, and, has agreed that the final plat may be recorded; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to complete the following public improvements: site grading, concrete curb and gutter installation, concrete sidewalk installation, stormwater drainage facilities and appurtenances, roadway construction (including but not limited to excavation, structural fill placement, base course, and asphalt paving), trail system construction, signage, and, interior lot corner monumentation, as required under Title 16 of the Coeur d'Alene Municipal Code, on or before the 10th day of June, 2013. Said improvements are more particularly described on the submitted estimate dated March 25, 2013 attached as Exhibit "A", and, shown on the civil engineering drawings titled "Coeur d'Alene Place 20th Addition", dated February 25, 2013, signed and stamped by Doug J. Desmond, PE # 10886, whose address is Greenstone, 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA, 99019, on file in the City of Coeur d'Alene Engineering Department's office and incorporated herein by reference.

The Developer, prior to recording the plat, shall deliver to the City, security in the amount of Five Hundred Seventy Two Thousand and 00/100 (**\$572,000.00**) securing the obligation of the Developer to complete the subdivision improvements referred to herein. The term of the security shall extend a minimum of one year beyond the time within which the improvements are to be completed as provided herein, and, a copy of such security is marked as Exhibit "B" attached hereto and by reference made a part hereof. The security shall be held until the completion and acceptance of the required installations shown on the approved plans. The security shall provide that upon the failure of the Developer to complete the improvements within the time herein provided, the City may demand the installed funds to complete, or, have the improvements completed. In the event the City completes the improvements as a result of the Developer's default, the Developer shall be responsible for any costs that exceed the posted security for the public improvements noted herein.

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

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

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

GREENSTONE-KOOTENAI, INC.



Kevin Schneidmiller, Vice-President

April 29, 2013

City of Coeur d' Alene
710 E. Mullan Ave.
Coeur d' Alene, ID 83814-3956

Irrevocable Letter of Credit No. 25026

Beneficiaries:

By order of our client, Greenstone-Kootenai, Inc., we hereby establish this Irrevocable Letter of Credit No. 25026 in your favor for an amount up to but not exceeding the aggregate sum of Seventy U.S. Dollars (U.S. \$572,000.00), effective immediately, and expiring at the offices of the bank on April 29, 2014, unless renewed as hereinafter provided.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Funds under this Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause "Drawn under Credit No. 25026".

This Letter of Credit will be automatically renewed for a one year period upon the expiration date set forth above and upon each anniversary of such date, unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date, we notify both you and your client in writing by registered mail that we elect not to so renew this Letter of Credit.

Upon receipt by you of our notice of election not to renew this Letter of Credit, you may draw hereunder by your sight draft(s) drawn on us and bearing the clause "Drawn under Credit No. 25026".

This Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

All bank charges and commissions incurred in this transaction are for the applicant's account.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee. The obligation of Washington Trust Bank under this Letter of Credit is the individual obligation of Washington Trust Bank, and is in no way contingent upon reimbursement with respect thereto.

Except as otherwise expressly stated herein, this credit is subject to and governed by the Laws of the State of New York and the 2007 revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600) and, in the event of any conflict, the Laws of the State of New York will control. If this credit expires during an interruption of business as described in Article 36 of said I.C.C. publication, we agree to effect payment if this Credit is drawn against within 30 days after the resumption of business.

Very truly yours,



Connie M. Bischoff
Regional Senior Vice President
Washington Trust Bank

CITY COUNCIL STAFF REPORT

DATE: May 7, 2013
FROM: James Remitz, Capital Program Manager
SUBJECT: Authorization to Execute Sewer Lateral Replacement Agreements

=====

DECISION POINT:

The Council may wish to authorize the Mayor to execute fourteen (14) separate Sewer Lateral Replacement Agreements with owners of properties within Fernan Lake Terrace Subdivision for the purpose of relocating their sewer laterals as part of the 2013 Open Trench Project.

HISTORY:

The City Wastewater Department has undertaken the 2013 Open Trench project that will install a new sewer main and abandon the existing sewer main within the Fernan Lake Terrace Subdivision (bounded by Fernan Lake Road and Fernan Court). As part of the project, each of the fourteen (14) subject properties will require the relocation of their respective sewer laterals from the abandoned sewer main to the new sewer main. These Sewer Lateral Replacement Agreements allow the City's Contractor to perform the sewer lateral replacements on the affected properties.

PERFORMANCE ANALYSIS:

The need for this project was identified in 2011 and after an extensive geotechnical investigation, conceptual design process and neighborhood meetings, bids for the construction of the project were opened March 18, 2013. The bids were reviewed by the General Services Committee during the March 25, 2013 meeting with discussion concerning the Sewer Lateral Replacement Agreements and forwarded to the April 2, 2013 City Council meeting consent calendar at which time the low bidder was awarded the contract.

FINANCIAL ANALYSIS:

There is no financial impact from the execution of these agreements.

RECOMMENDATION:

Authorize the Mayor to execute the fourteen (14) Sewer Lateral Replacement Agreements as part of the 2013 Open Trench project.

SEWER LATERAL REPLACEMENT AGREEMENT

THIS AGREEMENT is effective as of the ____ day of _____, 2013, and is by and between _____ ("Owner(s)", private individual(s), and **THE CITY OF COEUR D'ALENE**, an Idaho Municipal Corporation ("City").

RECITALS

A. The City has completed a study of sanitary sewer main line that provides sewer service to the seventeen (17) residences bounded by E. Fernan Terrace Drive, E. Fernan Court and N. Fernan Lake Road as depicted on the attached Exhibit "A", which by this reference is incorporated herein. The study concluded that the line, which is located along the rear property lines of the residences, has insufficient slope and needs to be replaced.

B. The City has determined that it is in the public's best interest to abandon the existing line and re-route the sewer laterals for the residences to the existing 8" sewer main in E. Fernan Court and a new 8" sewer main to be placed in N. Fernan Lake Road.

C. In order to abandon the existing sewer main and re-route the sewer laterals to the public right of way, the project will require authorization from the effected property owners.

D. The Owner is willing to have the existing sewer main abandoned and the sewer lateral re-routed in accordance with the terms and conditions of this Agreement.

E. The Owner owns a residence ("Property") in Kootenai County, Idaho, described as follows:

Legal Description:

Commonly known as:

F. It is anticipated that the City will contract with a private contractor in order to complete the work contemplated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Owner and City agree as follows:

TERMS AND CONDITIONS

1. Ownership of the Real Property: The Owner warrants that: (a) the Owner is the lawful owner of the real property; (b) the Owner has good right, title and authority to authorize entry onto the Property for relocation of the sewer lateral; and (c) there are no outstanding rights which interfere with this Agreement.

2. No Guarantee of Sewer Lateral Relocation: This Agreement does not guarantee that any specific work will be done or that any specific sewer laterals will be relocated. Inclusion in the

project is contingent on funding availability, participation of all owners of property depicted on Exhibit “A” and other project criteria.

3. Sewer Lateral Relocation: The City will abandon, in place, the existing sewer main and relocate a sewer lateral on the Property with a four-inch pipe ("Sewer Lateral"), at no capital construction cost to the Owner. Future maintenance and replacement costs will be the Owner’s sole responsibility. The type, method of installation and abandonment, and location of the pipe shall be determined by City after consultation with the Owner. The Sewer Lateral will be relocated approximately from the point that it exits the residence on the Property to the point of connection with the public sewer main. Any work necessary to connect to the Sewer Lateral on the interior of the residence or through a building wall or foundation will be the responsibility of the Owner.

City shall give the Owner advance notice of installation by written notice taped to the front door of the residence on the Property at least four days before the commencement of installation. The installation shall be performed in accordance with City standards for sewer main abandonment and sewer lateral installation; provided however, that the Owner shall assume full responsibility for the Sewer Lateral upon completion of the project pursuant to Section 6 below.

4. Consent to Install Sewer Lateral: The Owner grants a license to City, its agents, and third-party contractors to enter upon the Property from 7:00 A.M. to 7:00 P.M to abandon the existing sewer main and install the Sewer Lateral and to perform all necessary work and inspection activities in connection with such work. Owner shall inform the City, its agents, and contractors of all known safety hazards and private utility lines on the Property.

The City may need to access and engage in construction activities on Owner’s Property to relocate a neighboring property’s sewer lateral, as such the Owner also grants a license to the City, its agents, and third-party contractor, subject to the same conditions contained above in this Section 4, to relocate sewer laterals on neighboring properties.

5. Connection to Sewer Lateral: The City will disconnect from the Sewer Lateral all drains that are not approved by the City for sanitary sewer flows and route these drains to appropriate discharge locations.

The Owner shall not connect Unauthorized Drains or allow the connection of unauthorized drains to the Sewer Lateral and shall refrain in the future from making or allowing such connections.

6. Restoration and Operation: Upon completion of the Sewer Lateral construction, the City shall use all reasonable efforts to restore the Property as near as possible to its condition prior to the Sewer Lateral installation. After surface restoration, the Owner shall be responsible for maintenance, such as watering, weeding and trimming of restored landscaping. Upon surface restoration, the Owner assumes full and complete responsibility for, inspection, maintenance, and repair of the Sewer Lateral between the sewer building on the Property and the City owned sewer main.

The City will require the contractor to warrant its work for a period of one (1) year, otherwise the City makes no warranties of any type with respect to the Sewer Lateral and restoration work

contemplated in this Agreement and the City specifically disclaims any implied warranties including, but not limited to, workmanship, fitness for a specific purpose, and merchantability.

7. Indemnification: Upon surface restoration, the Owner assumes full and complete responsibility for any injury or loss that may occur to third parties or the Owner in relation to the Sewer Lateral and/or this Agreement. To this end, the Owner shall defend, indemnify, and hold harmless the City for any and all claims of injury, damage, or loss arising from the Sewer Lateral and/or this Agreement when such claims arise following surface restoration; provided, however, that nothing herein shall require the Owner to defend or indemnify the City for any claims based on the City's negligence.

8. Binding Effect: This Agreement shall be binding upon the parties, their heirs, representatives, assigns and successors in interest.

9. Term of Agreement: This Agreement shall remain in full force commencing on the effective date herein, and shall terminate on December 31, 2013, or upon completion of Sewer Lateral relocation, abandonment of the existing sewer main and surface restoration plus 180 days thereafter, whichever occurs first.

The obligations and restrictions regarding unauthorized drains (Section 5), warranties (Section 6) and Indemnification (Section 7) shall survive termination of this Agreement.

10. Entire Agreement: The entire agreement between the parties hereto is contained in this Agreement and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the matters addressed herein. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

By: _____
Sandi Bloem, Mayor

By: _____

ATTEST:

Renata McLeod, City Clerk

By: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

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

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2013, before me, a Notary Public, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged that he / she voluntarily executed the same.

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

Notary Public for Idaho
Residing at Coeur d'Alene
My Commission expires: _____

SEWER LATERAL REPLACEMENT AGREEMENTS

List of homeowners

<p>D. Thomson 2902 E. Fernan Ct. Coeur d’Alene, ID 83814 L1, B1 Fernan Lake Terrace</p>	<p>Gary A. & Bonnie Loeffler 2906 E. Fernan Ct. Coeur d’Alene, ID 83814 L17, B1 Fernan Lake Terrace</p>	<p>Herbert & Audrey Kirchoff 2910 E. Fernan Ct. Coeur d’Alene, ID 83814 L16, B1 Fernan Lake Terrace</p>
<p>Michael J. & Audrey Weaver 2914 E. Fernan Ct. Coeur d’Alene, ID 83814 L15, B1 Fernan Lake Terrace</p>	<p>Timber Ridge Properties, LLC 5233 E. Hooker Hill Rd. Hayden, ID 83835 2918 E. Fernan Ct., CdA, ID 83814 L14, B1 Fernan Lake Terrace Current Registered Agent: Nancy A. Murren</p>	<p>Peter Anthony & Mindy Hall 3004 E. Fernan Ct. Coeur d’Alene, ID 83814 L13, B1 Fernan Lake Terrace</p>
<p>Helene Roevens 5482 N. Pinegrove Dr. Coeur d’Alene, ID 83815 3000 E. Fernan Ct. L12, B1 Fernan Lake Terrace</p>	<p>Allan & Ellen Yamauchi 28506 N. Horseshoe Cir Santa Clarita, CA 91390 3007 E. Fernan Lake Rd., CdA, ID 83814 L8, B1 Fernan Lake Terrace</p>	<p>Philip & Robin Szmania 3005 E. Fernan Lake Rd Coeur d’Alene, ID 83814 L7, B1 Fernan Lake Terrace</p>
<p>Richard & Kathy Polatis 174 S. 1075 W. Blackfoot, ID 83221 3003 E. Fernan Lake Rd. L6, B1 Fernan Lake Terrace</p>	<p>James & Barbara McCarthy 2913 E. Fernan Lake Rd. Coeur d’Alene, ID 83814 L5, B1 Fernan Lake Terrace</p>	<p>Ronald Kevin Rose 2909 E. Fernan Lake Rd. Coeur d’Alene, ID 83814 L4, B1 Fernan Lake Terrace</p>
<p>Palush Family Trust 2905 E. Fernan Lake Rd. Coeur d’Alene, ID 83814 L3, B1 Fernan Lake Terrace</p>	<p>Sheri & Greg Koch 2903 E. Fernan Terrace Dr. Coeur d’Alene, ID 83814 L2, B1 Fernan Lake Terrace</p>	

NOTE: All original agreements available upon request.

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

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

[Office Use Only] Amt Pd 225.00
 Rec No _____
 Date 04/19/2013
 Date to City Council: 05-07-13
 Reg No. _____
 License No _____

Date that you would like to begin alcohol service 6-1-13

Check the ONE box that applies:

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

Business Name	<u>CDB Hospitality, LLC dba Springhill Suites</u>
Business Mailing Address	<u>8923 E. MISSION, #135</u>
City, State, Zip	<u>Spokane, WA 99212</u>
Business Physical Address	<u>2250 W. Seltice Way</u>
City, State, Zip	<u>Coeur d' Alene, ID 83814</u>
Business Contact	Business Telephone: <u>208-667-2212</u> Fax: <u>208-667-5155</u>
License Applicant	<u>CDB Hospitality, LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>KENT CLAUSEN, MANAGING member</u> <u>STEVE MEYER, Member</u> <u>Charlie Nipp, member</u>

These are the numbers of the hotel for when it opens. Current contact #'s are: phone: 509-928-6848
 FAX 509-928-6860 X 600

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

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

[Office Use Only] Amt. Pd. \$37.50
 Rec No. 0659557
 Date _____
 Date to City Council: 05-07-13
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service ASAP 4-8-13

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
<input checked="" type="checkbox"/>	Transfer of ownership of a City license with current year paid Beer-to go only \$6.25 Beer- Can, Bottled only COP <u>\$12.50</u> Beer- Draft, can, bottled COP \$25 Wine additional <u>\$25</u> Consumed on premise yes no Transfer from <u>Good Eats Inc</u> to <u>Franklin Hoagies LLC</u>	\$ <u>12.50</u> <u>25.00</u> <hr/> \$ <u>37.50</u>

Dub Snacks LLC

Business Name	<u>Franklin's Hoagies</u>
Business Mailing Address	501 N 4th st <u>1002 N B st</u>
City, State, Zip	<u>COA, ID</u>
Business Physical Address	<u>501 N 4th st.</u>
City, State, Zip	<u>COA, ID</u>
Business Contact	Business Telephone: <u>208-664-3998</u> Fax: Email address: <u>jkubista@hotmail.com</u>
License Applicant	<u>Dub Snacks, LLC</u>
If Corporation, partnership, LLC etc. List all members/officers	<u>Joseph Kubista</u> <u>Crystal Kubista</u>

50
\$ 25



CITY OF COEUR D'ALENE

MUNICIPAL SERVICES - CITY HALL, 710
EAST MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2229 Fax 769-2237

Date rec. 25-
Amt Pd 459559
Rec. No. 04-30-13
Permit No. _____
Date issued
to Council 5-7-13
Date of Application 4-30-13

Application for MOBILE FOOD CONCESSION

Applicant Name Lisa Hall Date of Application _____

Applicant Physical Address 5760 N. 17th St.

Mailing Address SAME

City, State, Zip Dalton Gardens Idaho 83815

Telephone ²⁰⁸ 762-3373 Cell ²⁰⁸ 659-1597 E-Mail Dalton63@aol.com (Fax _____)

Name of Business The Icebox Ice Cream Truck

Health Permit No. _____ (Number must be permanently affixed to cart)

Specific description of cart/unit (include all dimensions) Outside of vehicle is 12' x 7'

1984 AM General 1/2 ton truck. Former mail delivery truck.

Please describe the type of item(s) sold
Wrapped, sealed ice cream novelties,
sealed snacks (soda, water, chips, candy) and snow-cones.

Location where unit will be operating: Note-Units are NOT allowed in City Park, Veteran's Park, or Independence Point during the effective dates of bid contracts-these areas are reserved for bid applicants only. Parked at 1603 E. Sherman for special events
and roving on the neighborhood streets. as ice cream
trucks do.

By signing this application, I hereby acknowledge that I am aware of the regulations and standards set out in the City of Coeur d'Alene Municipal Code 5.18 for the governing of my operation, and will abide by same.

Lisa McHall
Signature of Applicant

Sworn to me this 30th day of April, 20 13

Kathy Lewis, Deputy
City Clerk

MEMORANDUM

DATE: April 22, 2013
TO: MAYOR BLOEM AND THE CITY COUNCIL
FROM: RENATA MCLEOD, CITY CLERK
RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the City Council meeting scheduled May 21, 2013, to hear public testimony regarding the Community Development Block Grant (CDBG) 2012 Plan Year Consolidate Annual Performance and Evaluation Report (CAPER).

ANNOUNCEMENTS

Memo to Council

DATE: April 24, 2013

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the May 7th Council Meeting:

ADAM GRAVES

PARKING COMMISSION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Judy House, Parking Commission Staff Support

Memo to Council

DATE: April 24, 2013

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the May 7th Council Meeting:

JOE SHARNETSKY ARTS COMMISSION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
 Steve Anthony, Arts Commission Liaison

Memo to Council

DATE: April 17, 2013

RE: Appointments to Boards/Commissions/Committees

The following appointment is presented for your consideration for the May 7th Council Meeting:

JEF LEMMON

DESIGN REVIEW COMMISSION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Dave Yadon, Design Review Commission Liaison

Memo to Council

DATE: April 17, 2013

RE: Appointments to Boards/Commissions/Committees

The following re-appointment is presented for your consideration for the May 7th Council Meeting:

PETER LUTTROP

PLANNING COMMISSION

A copy of the data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Renata McLeod, Municipal Services Director
Dave Yadon, Planning Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

April 22, 2013
**GENERAL SERVICES COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Mike Kennedy, Chairperson
Ron Edinger
Steve Adams

CITIZENS

Mark Brown & Tyler Blackwelder, Item 3

STAFF PRESENT

Capt. Steve Childers, PD
Kathy Lewis, Deputy City Clerk
Chief Kenny Gabriel, Fire
Troy Tymesen, Finance Director
Doug Eastwood, Parks Director
Mike Gridley, City Attorney
Jon Ingalls, Deputy City Administrator
Juanita Knight, Senior Legal Assistant

**Item 1. Approval of a Law Enforcement Protection Contract with Kootenai County for Marine Services
(Consent Resolution No. 13-027)**

Capt. Steve Childers is requesting approval of a Law Enforcement Protection Contract with the Kootenai County Sheriff's Office to allow the Sheriff's Office to provide law enforcement services on the navigable waters within the jurisdiction of the City of Coeur d'Alene. Capt. Childers explained that the City of Coeur d'Alene has previously entered into agreements with the Kootenai County Sheriff's Office for the use of their Marine Division for law enforcement services on the navigable waters on Lake Coeur d'Alene that are within our jurisdiction. This particular contract is being requested by newly elected Sheriff Ben Wolfinger. The City of Coeur d'Alene boundaries extend 1000 feet out into the waters of the lake. The Police Department does not have the necessary personnel, training, equipment, vehicles or vessels to adequately and safely patrol or respond to calls for service or emergencies that occur on the lake. We rely on the assistance of the Sheriff's Office because they have a trained and equipped Marine Division. This contract would also allow the Sheriff's Office to enforce violations of applicable City of Coeur d'Alene Municipal Codes.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 13-027 authorizing a Law Enforcement Protection Contract with the Kootenai County Sheriff's Office to provide law enforcement services on the navigable waters within the jurisdiction of the City of Coeur d'Alene.

**Item 2. Approval of a Memorandum of Agreement with Kootenai county Sheriff's Office for Mutual Assistance.
(Consent Resolution No. 13-027)**

Captain Childers reported that the City of Coeur d'Alene and its Police Department have previously entered into extra-territorial authority agreements with the Kootenai County Sheriff's Office, generally upon a new Sheriff taking office. This particular agreement is being requested by newly elected Sheriff Ben Wolfinger. The City of Coeur d'Alene boundaries are encompassed by the jurisdiction of the Sheriff, but there are also some small areas within the jurisdiction of the Sheriff which are surrounded by the City boundaries of Coeur d'Alene. Investigations or enforcement by members of our Police Department may at times extend outside of our jurisdiction due to fresh pursuits, mutual aid requests from the Sheriff's Office, the prevention of a felony or immediate threat of serious injury or death to any person, or when conducting a follow-up investigation to a crime which originally occurred in the City. Some Police Department members are also part of multi-agency teams, such as SWAT and the Drug Task Force, which frequently require those members to be involved in investigations and/or take enforcement action outside the City of Coeur d'Alene. All sworn members of the Police Department are sworn in by the Sheriff as Special Deputies.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council adopt Resolution No. 13-027 approving the Memorandum of Agreement with the Kootenai County Sheriff's Office to allow Coeur d'Alene PD to exercise peace officer authority in the jurisdiction of the Sheriff's Office.

**Item 3. Citizen Request for permit for Cycle Pub.
(Agenda Item)**

CYCLE PUB: Councilman Kennedy said this item had been tabled at the March 25th General Services meeting.

Kathy Lewis, Deputy City Clerk, said she spoke with the City of Boise and Bend, Oregon regarding their experience with Cycle Pub. Both cities noted great cooperation with the Cycle Pub except for concern with noise with folks who like to hoop-n-holler. Alcohol is served on the Cycle Pub in both Boise and Bend. Ms. Lewis noted that Mr. Brown's request is not seeking an alcohol permit at this time.

Mark Brown clarified that their request for the Cycle Pub will not include a request for alcohol permit at this time. They are considering changing the name to not include Pub as it gives the impression that there will be alcohol on board. He clarified that he is not the owner of Cycle Pub out of Boise or Bend. Mr. Brown said the premise is they would go on tour and stop at different locations (whoever they have an agreement with). The patrons would go inside for food and/or beverage of their choice for 10 to 15 minutes and then come back to the bike. They would then move on to the next location. Each tours would last approximately 2 hours. Mr. Brown reiterated that no alcohol will be brought back to the bike.

Councilman Kennedy asked if the other cities operate the same way. Mr. Brown said that the City of Boise operated for 18 months without an alcohol permit and did surprisingly well. After obtaining an alcohol permit, business picked up. So much so, they are considering adding 2-3 additional cycles by the end of the calendar year.

Councilman Adams said he spoke with Mr. Brown before the meeting and he mentioned that he might not even want to begin this summer due to the construction on Lakeside. Mr. Brown said, once the City gives approval, it still takes 8-12 weeks to build the bike. At this point, they are looking at the end of the summer before the bike is complete. So, if the City approves his request, he will get the bike built and will try for a test run in late summer. Councilman Kennedy asked if the route would change if different restaurants want to come on board. Mr. Brown said he is open to a new routes should more restaurants want to be included.

Councilman Kennedy said the questions before them is whether they would approve the operation of the Cycle Pub in Coeur d'Alene.

Councilman Edinger asked Captain Childers, Police Department, if he's looked at this and what their thoughts are. Capt. Childers said he's only briefly looked at it. The main concern they have was if alcohol would be involved. Other concerns are operating on the trails, concerns over traffic congestion, and having this type of vehicle blocking or interfering with other types of traffic. Behavior/safety/noise of individuals who could possibly become intoxicated are also a concern. He would recommend a trial season to see how it goes. Mr. Brown noted that when passengers make their reservation they have to make payment as well as sign a waiver. The waiver includes a code of conduct that they must abide by, and if they don't, the whole group gets the boot with no refund. They hope to select drivers that will be experienced in dealing with people who may or may not be under the influence of alcohol.

Tyler Blackwelder added that the hours of operation will such that they will be done with tours by the time the bars are spilling out. They plan to be operating during the peak hours of the day like 10a.m. to 8p.m.

Capt. Childers said that it sounds like they will have control and organization of the plan.

Mr. Brown explained that the driver won't be peddling the bike. The bike is basically equipped like a car with brakes, turn signals, and a horn. If someone gets out of control the driver has 100% discretion to pull over and

shut down the tour. The driver is focused on nothing but driving and the safety of the patrons. The bike holds 14 passengers, 12 of which are peddlers and a bench in back for two non-peddlers. The driver has his own separate seat.

Kathy Lewis noted that other cities, on public transportation, license the driver including the cities that have the Cycle Pubs. They go through a criminal history background. Currently, our code does not provide for that. Kathy said Coeur d'Alene is the only city in her survey that does not do a criminal history.

Councilman Kennedy said a trial run makes a lot of sense with this request, giving it the last of this season and next season to see how it goes.

Ms. Lewis added that Doug Eastwood had a comment that he believes the trail would not accommodate the size of vehicle they are proposing to use and still allow for other users on the trail. Mr. Brown believes the trail should be wide enough but doesn't believe they could get around the poles near the intersections. He said they'd likely not utilize the trails after all. Councilman Adams asked what is the top speed of the bike. Mr. Brown said no greater than 20 mph.

Councilman Kennedy said he asked some friends in Boise what their experience with the Cycle Pub was and the response was positive. Councilman Kennedy said the City of Boise did have to make some changes to their ordinances to allow for the Cycle Pub.

Mr. Brown asked if the council would be in support of changing the name to remove any reference to alcohol. Councilman Kennedy said he would be in support of that, as did Councilman Adams.

Councilman Edinger asked if there were any problems with the Pedi Cab a few years ago. Capt. Childers said he does not recall any problems with that.

Councilman advised Mr. Brown that moving forward with purchasing the bike would be a risk he would need to take as there is no guarantee a future city council would approve his request.

Mr. Brown said that due to the 8 – 12 week build out, he is not sure if he'll start the test run later this summer or next year. If the weather stays nice, he will start late this summer. He said part of their marketing strategy for the off season is to open it up towards community involvement i.e. schools, fund raising, churches, and nonprofits trying to raise money.

Councilman Adams said this sounds like a lot of fun and it would give tourists another activity, so why not. Councilman Edinger, said we can try it and see what happens.

MOTION: by Councilman Adams seconded by Councilman Edinger that Council approve the operation of the Cycle Pub (name to possibly change) to operate late this summer and next season on a trial basis.

PUBLIC TRANSPORTATION REGULATIONS: Kathy Lewis reported that most other cities in Idaho finger print and license drivers plus the vehicles themselves. The City of Coeur d'Alene is only licensing the company, and not the drivers. Nor are we doing a back ground check. There is risk with that. She asked if the Council wants to direct staff to investigate that more or leave things as they are.

Councilman Kennedy said he'd advocate exploring that more. Councilman Edinger and Councilman Adams agreed.

STAFF WAS DIRECTED to prepare an ordinance addressing transportation & licensing issues and return to general services at a later date.

**Item 4. Approval of Agreement with ITD for Fire Protection within Highway 95 Rights-Of-Way.
(Consent Resolution No. 13-027)**

Kenny Gabriel, Fire Chief, is requesting Council approve an agreement with the Idaho Transportation Department (ITD) for Fire Protection within ITD right-of-ways on both Highway 95 and I-90. Chief Gabriel said this is a continuation of a contract we have signed in years past.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 13-027 approving an agreement with the Idaho Transportation Department (ITD) for Fire Protection within ITD right-of-ways on Highway 95 & I-90.

**Item 5. Approval of Professional Services Agreement with Panhandle Area Council (PAC) for CDBG Grant Administration Services.
(Consent Resolution No. 13-027)**

Troy Tymesen, Finance Director, is requesting approval of a Professional Services Agreement with Panhandle Area Council to oversee the city's community development block grant funding. Mr. Tymesen said this has been an ongoing partnership. The city went out to 4 area grant writers seeking proposals and received only one back, that being PAC. The agreement proposed is for 2 years with 3 - 1 year options after that for a total of 5 years. The amount for payment of services is \$45,000 annually. This arrangement has brought great value to the city as they bring a level of expertise. Over the years the city has been pleased with their efforts and have leveraged several thousands of dollars into many programs here in our community.

Councilman Adams asked Mr. Tymesen if it would exceed \$45,000 for us to do this in-house. Mr. Tymesen said yes. When you consider the level of expertise you have to have to stay in compliance, the number of hours required, the hourly wage, and benefits. Mr. Tymesen further explained that the city has downsized in staff and no longer has a project coordinator, nor an administrative assistants to the Mayor's office. We are hard pressed to have anyone with time or the expertise to put into these kind of projects. The documentation alone is extensive and PAC are professional grant writers.

MOTION: by Councilman Edinger seconded by Councilman Adams that Council adopt Resolution No. 13-027 approving a Professional Services Agreement with Panhandle Area Council for grant administration services.

**Item 6. Approval of Special Event Beer Garden Permit with Panhandle Kiwanis and Panhandle Park Foundation.
(Information Only)**

Doug Eastwood is requesting approval of a beer garden at City Park for the Smoke on the Water event hosted by the Panhandle Parks Foundation on labor day. Mr. Eastwood said the event is a type of a competition where 20 + folks are barbequing. The event this year is for 1 day only but may increase to additional days over time. The Panhandle Parks Foundation are wanting to use the City Park this year as McEuen will not be ready yet. They will move to McEuen when it's completed. If approved, the same criteria would be applied to this event as is for Riverstone which includes hours of operation, security fees, monitoring fees and only a licensed cater would be allowed to dispense the alcohol. A designated area within Riverstone Park is set up for this purpose; the entire park is not open for alcohol consumption. A similar designated area would be established for the City Park and McEuen Park. The Parks Department contracts with a private security company to be on site during the event. The security company is there to remind people not to exit the established beer garden area with any alcohol. The Parks Department also has an employee on site to assist with routine park maintenance associated with the event. A licensed caterer, one with an alcohol license, also has a 'built-in' responsibility to assure that people are drinking responsibly. The Riverstone pilot program is an example that the process works as intended.

Mr. Eastwood added that the Parks and Recreation Commission met on April 15th and they are forwarding a recommendation to Council to approve this request. Mr. Eastwood said if the request is approved, an amendment to the city code will be required.

Councilman Edinger said he sits on the Panhandle Parks Foundation board and they've discussed the concern of security. Councilman Edinger asked about City code prohibiting 2 special events on one day. Mr. Eastwood said the hydroplane races are not in the city limits. Mr. Eastwood added that the PPF's request came to them last year, long before the hydroplane races was on the table. Councilman Edinger asked if the city would be setting a precedent by allowing this in our parks. Mr. Eastwood said anyone can make a request of this nature and it would still have to go before the P&R commission and City Council for approval. This request is not to open alcohol at the parks but a specific event request for a specific location.

Mike Gridley, City Attorney, said that as the city code reads today, you couldn't just give an alcohol permit to someone to hold an event on city property except for under limited circumstance like the library, Riverstone or Jewett house. What will have to be approved is looking at what kind of exception you want to create. Do you want to create it for City and McEuen parks only, etc. We'll also have to look at what kind of groups will be allowed. Some limitations, like done with library, that the only people that can serve alcohol at the library are for benefits or fund raising for the library. There are several things council can look at.

Councilman Kennedy said what is before them is a sight specific, special event. There is nothing now that allows alcohol in city parks, period. The code will need to be amended much like it was done for the Jewett House.

Councilman Edinger asked Mr. Eastwood about security at Riverstone. Mr. Eastwood said they usually have only one security person. However, if the numbers of guests reach a certain number, additional security will be required. He said that usually just the presence of security brings compliance.

Councilman Adams said the precedence set by Riverstone shows this process has been working. He doesn't see where this will be a problem. If it doesn't work out, the ordinance can be repealed. Councilman Kennedy, agreed.

STAFF WAS directed to draft an ordinance amending municipal code section 4.25 that would allow for a permit to the Panhandle Parks Foundation for a beer garden for their annual event. Staff was further directed to return to General Services with the proposed ordinance.

The meeting adjourned at 1:02 p.m.

Respectfully submitted,
Juanita Knight
Recording Secretary

**GENERAL SERVICES COMMITTEE
STAFF REPORT**

Date: April 16, 2013
From: Kathy Lewis, Deputy City Clerk, and Renata McLeod City Clerk
Subject: Public Transportation

Decision Point:

- Provide direction to staff regarding the request for Cycle Pub.
- Provide direction to staff to further investigate regulations of Public Transportation or leave current regulations in place that only regulate taxicabs with capacity of less than 10 passengers. Options may include (but aren't limited to):
 1. Take no action in changing the City Code that only regulates taxicabs.
(in some cases that means activities may continue unregulated and unknown to the City)
 2. Recommend adopting regulations currently in place by another City (see attached survey)
 3. Recommend a hybrid of regulations incorporating regulations by other Cities in Idaho

History: At the last General Services meeting, Council did not direct staff to provide a solution to the Cycle Pub request. In addition to the Cycle Pub request, staff has received several requests regarding new services from companies seeking to provide large (school bus sized) transit opportunities (see attached photo). Simultaneously, staff has received numerous complaints from taxis requesting more regulation and as more types of public transportation have been evolving, such as requests for pub-crawl buses, etc., which are not currently regulated. Staff felt it was appropriate to discuss the similarly related transportation services issues at this time. The research in the attached chart provides a snapshot of what other cities in Idaho are using for regulations.

One major point is that all other cities are performing Criminal History background checks on Proprietors and operators (drivers). The City of Coeur d'Alene used to require background checks (prior to at least 1998). In researching why they these checks were eliminated, it was determined that the checks took too long and the drivers were gone by the time the results were received. Today the City uses electronic methods providing a much quicker turnaround.

Police Department: The Police Department's initial response included a concern that when parking lots are not available, the large buses and Cycle Pub would need to use the already congested downtown rights-of-way, which would be hard to accommodate a 12-passenger bike without causing traffic impediments. The Police Department constantly enforces double parking regulations for taxicabs and it would be necessary to equally enforce that law for the Cycle Pub. An additional concern includes the 15-minute stop at a pub/tavern, in that it may allow the patron to sneak an open container onto the cycle.

Parks Department: The Parks Department stated that motorized vehicles are not allowed on City trails (unless it is an accommodation for someone with a disability). Additionally, the height of the Cycle Pub is taller than the height to which they trim trees along the trail. There would be

another level of review required through the North Idaho Centennial Foundation for any use of the trail. There are concerns with the maneuvering of the cycle through congested portion of the trail, such as the seawall segment through City Park or during the myriad of public events held on the trail.

Financial Analysis: The cost to the City for the Cycle Pub would be the cost of enforcement of existing laws.

Decision Point:

- Provide direction to staff regarding the request for Cycle Pub.
- Provide direction to staff to further investigate regulations of Public Transportation or leave current regulations in place that only regulate taxicabs with capacity of less than 10 passengers. Options may include (but aren't limited to):
 1. Take no action in changing the City Code that only regulates taxicabs. (in some cases that means activities may continue unregulated and unknown to the City)
 2. Recommend adopting regulations currently in place by another City (see attached survey)
 3. Recommend a hybrid of regulations incorporating regulations by other Cities in Idaho

From: Mark Brown [mailto:mbrncda@yahoo.com]
Sent: Monday, April 08, 2013 1:46 PM
To: MCLEOD, RENATA
Subject: Business permit addendum letter

Renata,

Thank you for taking the time to speak with me last week. Per your request, I am submitting this addendum to clear up any confusion.

1. To clarify, I am not the owner of Cycle Pub - Boise. I was merely referencing another similar business in the State of Idaho.
2. The standard motor included on the Cycle Pub bike is made in compliance with Federal Public Law 107-319, which exempts electric bikes under 750 watts (1hp), with operating pedals and limited to 20 mph from the legal definition of a motor vehicle.
3. In compliance with Coeur d'Alene's open container laws, Cycle Pub is not seeking an alcohol permit at this time. Instead, Cycle Pub - CDA is prepared to make multiple brief stops (<15 minutes) at local pubs, restaurants, and/or breweries in order for customers to obtain snacks and refreshments. All snacks and refreshments will be consumed inside the pubs, restaurants, or breweries prior returning to the Cycle Pub for tour completion.
4. For these brief stops, parking lots will be utilized when possible. In cases where parking lots are not available or readily accessible, municipal rights of way will be utilized.
5. The decision to utilize the Cycle Pub name has not been made at this time. By doing so, we would be required to sign a license agreement with Cycle Pub owners (located in Bend, OR) and pay all applicable licensing fees. We are currently considering a name that is not so suggestive of alcohol. This affords us the opportunity to save licensing fees as well as appeal to the non-alcohol demographic.

Please let me know if you have any additional questions or concerns. Also, I made plans to attend the General Services Agenda (GSA) on Monday 4/22/2013. If there is a change in schedule or agenda, please let me know. I look forward to meeting you.

Respectfully,

Mark Brown

PS the dimension of the cycle are : Approximately 18 feet long, 7.5 feet wide, 9.5 feet tall. About 1600 pounds without passengers.

INTRODUCTION

Cycle Pub is a multi-passenger bike manufactured in Bend, OR. The bike may be purchased with or without a license agreement to utilize the Cycle Pub brand. Cycle Pub – CDA has opted for the license agreement, as we believe it has many advantages, such as proven business model, name-recognition, superior products, marketing, and established website content with easy-to-use scheduling and point-of-sale features.

Although frequently mistaken for a larger scale version of a pedicab, Cycle Pub is uniquely different. Pedicabs are typically powered by the driver. Cycle Pub, on the other hand, is pedal-powered by passengers only while steering and braking is controlled exclusively by the driver who contributes no pedal power.

OBJECTIVE

The objective of Cycle Pub – CDA is to create a profitable and sustainable business that enhances and positively contributes to the Coeur d’Alene and Kootenai County economies while establishing a stronger sense of community.

BENEFITS

It is projected that many local businesses, such as restaurants, pubs, and breweries will directly benefit from Cycle Pub - CDA. Other local industries, such as travel and hospitality-related industries are projected to see measureable benefits as well. Additionally, Cycle Pub - CDA seeks to become actively involved with local schools, churches, and other non-profit organizations for fundraising opportunities.

DESCRIPTION

Cycle Pub is a multi-passenger human powered vehicle accommodating a total of 14 passengers (maximum of 12 pedaling passengers and 2 non-pedaling passengers). The dimensions of the bike are approximately 18’ x 7’ x 8’ (L x W X H).

The Cycle Pub bike is equipped with a low-power motor (≤ 20mph) to facilitate driver to pick up/drop off location as well as assist passengers, when needed, with terrain presenting slight inclines. This feature helps Cycle Pub tours keep up with flow of traffic. Additionally, as with motorized vehicles, Cycle Pub is fully equipped with safety features such as head lights, horn, tail lights, and turn signals.

TOUR DETAILS

- Tour Length: Each Cycle Pub – CDA tour will be approximately 2 hours.
- Tour Cost: Each 2 hour tour will cost approximately \$300 or \$21.50 per person
- Tour Route: Please refer to Proposed Tour Route (p.3) and highlighted map (p.6) for specific route details.
- Hours of Operation: Normal hours of operation will be 10am-8pm, with last tour starting no later than 6pm.
- Months of Operation: Months of operation are anticipated to be May-October, depending on customer demand. However, we are open to the idea of year-round operation.
- Possible Route Stops: Tours may include brief stops at local restaurants, pubs, and breweries for passenger refreshments.

STORAGE

Current plans are to securely store the Cycle Pub bike nightly in the garage of a local private business owner in Coeur d'Alene. Seasonal storage will be in the garage of a local Hayden business owner.

PARKING

Based on Proposed Tour Route, parking would be in Parking Lot A of North Idaho College (NIC) on Hubbard Street. Since there is a maximum of 14 passengers per tour, many traveling together, parking availability is not anticipated to be problematic.

INSURANCE

If approved by the City of Coeur d'Alene, a comprehensive commercial insurance policy with a \$2,000,000 aggregate liability coverage will be obtained. Proof of insurance will be securely stored on Cycle Pub – CDA at all times.

INSPECTION

If requested by the City of Coeur d'Alene, Cycle Pub - CDA is amenable to maintaining annual inspection of the bike.

STATIONARY EVENTS

On occasion, Cycle Pub may request to partner with other local businesses to promote and advocate special events.

CYCLE PUB LOCATIONS

Boise, ID

Bend, OR

Las Vegas, NV

Carson City, NV

OTHER REFERENCES

<http://www.cyclepub.com>

<http://www.cyclepub.com/boise>

<http://www.youtube.com/watch?v=72zfB5D13TA>

<http://www.youtube.com/watch?v=HCJR4dnN2V4>

<http://www.youtube.com/watch?v=ruPZhEDI3OE>

PROPOSED TOUR ROUTE

Cycle Pub seeks to avoid areas of high traffic and/or construction. This includes downtown sections of Sherman Avenue between 2nd and 6th Avenue. Exceptions could certainly be made for guests of the Coeur d'Alene Resort interested in a Cycle Pub – CDA tour. In order to accommodate passenger requests and current local traffic patterns, Cycle Pub is requesting modest flexibility in route options.

Passenger pick-up and drop-off location:

North Idaho College (NIC) parking lot A on Hubbard Street

Begin tour:

Head south on Hubbard Street to College Drive

Take first exit off of round-about (south) on College Drive to Rosenberry Drive

Follow Rosenberry Drive along Spokane River, past Yap-Keehn-Um Beach

Continue on Rosenberry Drive/West River Avenue/River Avenue to Park Drive

Turn left (north) on Park Drive and proceed east on W. Mullan Road to Northwest Blvd.

Cross NW Blvd. and proceed north on Government Way to Foster Avenue

Turn right (east) on Foster Avenue and continue to 5th Street

Turn left (north) on 5th Street and proceed to Reid Avenue and turn left (west)

Take a right (north) on 4th Street and proceed 1 block to Roosevelt Avenue.

Turn left (west) on Roosevelt Avenue and proceed 2 blocks to 2nd Street.

Turn left (south) on 2nd Street and proceed to Coeur d'Alene Avenue

Turn left (south) on Coeur d'Alene Avenue and continue to 5th Street

Turn right (south) on 5th Street and continue to Lakeside Avenue

Turn right (west) on Lakeside Avenue and to NW Blvd.

Turn right (north) on Lakeside Avenue and continue to W. Mullan Road.

Turn left (west) on W. Mullan Road and proceed north on Park Drive to River Avenue

Turn left (west) on River Avenue and continue to round-about at Hubbard Street

Exit off round-about on Hubbard Street and proceed north to NIC Parking Lot A

End tour

Approximate length of tour: 3.8 miles







START / FINISH



To see all the details that are visible on the screen, use the "Print" link next to the map.

PUBLIC TRANSPORTATION

	Boise	Nampa	Idaho Falls	Moscow	Pocatello	CDA
Fingerprint Owner	Prov lic if proof reside ID 3 yr & prelim ID ck Valid 30 dys	Yes	Yes	Yes –not required for renewal for 5 yrs	Yes plus 2 photos Plus no prev revocation DR Lic	No
Fingerprint 18 yr min Driver/Operator	Yes – same as above	Yes	Yes	Yes	Yes plus Class D Dr Lic	No
Shuttle Bus	Yes	Yes	Yes	Yes	Yes	No
Party Bus/Tour Opertr	Yes	Yes	Yes	Yes	Yes	No
Limos	Yes	Yes	Yes	Yes	Yes	No
Fixed Route Only	No	No	Exempts school bus & regional transp. auth	No if preset schedule & route	NO exempts school bus & pub tran fixed rte	No
Fees		Owner 100 Vehicle 45 -3cars	Each vehicle \$20 plus Background Ck	\$15 vehicle; \$10 driver Plus background Ck	\$100 Company \$ 80 Driver plus prints & 2 photos	20 yr + 2.50 decal per car
Regulates Parking		No	No	No	No	No – any open
Inspections	City shop-1st Qtr/ pd City by appt /2-3-4 th go to 1 of 5 auth mech	Certified Mechanic	Chief of Police inspects, the City Council approval	ID annual - Dr Ed Veh Chk form (IDAPA) certified mech	None	Certified Mechanic
Color Scheme	Yes - all co same– must approve	No	No but name on	No	No	No
Decals or Number	Yes	Driver - Badge	Photo lic posted	NO		Yes
Liability Insurance for each vehicle	Yes		15,000 prop;25,000 1pers;50,0002+	300,000;100,000 pers inj;50,000 prop dam	25,000 pers 50,000 2 *, 15,000 prop dam	Yes
Expiration	Quarterly	Annual	Dec 31		Dec 31 st annual	Annual
Special terms	Geographic knowledge test	None	Limit 1 taxi per 1500 persons –Council can approve up to 20 licenses	No smoking in vehicle	Must read, write, speak English Freedom from ,vertigo,ear trouble or other infirmity of body rendering unsafe operation	No
DOT Medical Card	X-last 12 mths	None		None	Med questionnaire	No
License	Operator/license/ Owner –license Vehicle license		Operator Lic, ID chauffeur lic + Photo /Sep Vehicle lic/ Council approval	Owner License Operator license	Owner/ Co Lic ;Operator Lic w/photo;Must have Class D Driver Lic	One for vehicle None for Driver
License / Fares Posted	Yes – Taxi Meter required	DrvrBadge Owner – License	operate 24 hrs Lic posted	Posted Flat rate or meter	Fares & Li cense posted	Decal – Yes
Dress Code	Yes 5.24.25	No but most do	No	No	No	No
Name on exterior	Yes	No	Yes	No but most do	No	Yes



04.17.2013 15:41

April 22, 2013
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Council Member Woody McEvers
Council Member Dan Gookin
Council Member Deanna Goodlander

STAFF PRESENT

Amy Ferguson, Executive Assistant
Jim Remitz, Capital Program Manager
Jon Ingalls, Deputy City Administrator
Tim Martin, Street Superintendent
Warren Wilson, Deputy City Attorney
Sid Fredrickson, WW Superintendent
Troy Tymesen, Finance Director\

GUESTS PRESENT

Steve James – J-U-B Engineers, Inc.

**Item 1 Declare Surplus Non-Working Portable Service Light Trailer
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for council to declare a non-working portable service light trailer as surplus. Mr. Martin explained in his staff report that the light and generator and diodes have failed. The department purchased the light system from the Idaho Surplus system for \$500.00 four years ago and it is very old. Replacement parts are no longer readily available and would be expensive.

Mr. Martin said that they thought of possibly using parts from the equipment to build a trailer, but the interim shop supervisor feels that there is some value in the equipment for someone who might want to scrap it out for copper or something like that.

MOTION: Motion by McEvers, seconded by Gookin, to recommend Council approval of Resolution No. 13-___ declaring the Non-Working Portable Service Light Trailer as surplus and authorizing that it be sent to auction. Motion carried.

**Item 2 Specialized Needs Recreation Request for City's Donation of Van
Agenda Item**

Tim Martin, Street Superintendent, presented a request from Specialized Needs Recreation for the donation of a surplus Ford XLT 1989 15-passenger van. The van was originally purchased by the city with donations from Pepsi Cola and Rite Aid stores in Spokane and Coeur d'Alene in the early 1990's and was specifically to be used by Specialized Needs Recreation. SNR is requesting that the city send the van to auction and then deposit the proceeds into the Specialized Needs Recreation account. SNR would like to use the proceeds towards building a facility of their own.

Mr. Martin confirmed that the city has the title to the van and that SNR used the van, which was also used periodically by other departments for seminar travel, etc. Councilman Gookin asked if the city does this

type of thing for any other charities or nonprofits. Mr. Tymesen commented that the van has always been owned by the city, and the city owns the new van as well. He further explained that SNR does not have great ongoing cash flow and the insurance is much more doable through the city so the city steps up and takes care of it. Councilman Gookin asked about the history of SNR and how it was created. Mr. Tymesen explained the city has a partnership with SNR that has existed primarily through the efforts of Mr. Anthony so that the Recreation Department could meet the recreational needs of citizens with special needs. Mr. Tymesen said that they believe it to be a huge return on the investment that the city has put into the program. Otherwise, the city would need to hire staff to take care of that particular segment of the population.

Councilman McEvers commented that what makes the program unique is not only do they get regular funding from United Way and Ironman, but other cities, including Post Falls and Hayden, also contribute to the funding.

Councilman Gookin said that he would like more information to be provided by Mr. Anthony regarding the history of SNR as he is not comfortable with the city doing this partnership with a non-profit because there are a lot of them out there. He agrees with the purpose but doesn't believe it is fair that the city would pick one non-profit over another.

MOTION: Motion by Gookin, seconded by McEvers , to put this item on the agenda for the next council meeting. Motion carried.

Item 3 Adoption of the 2013 Wastewater Collection System Master Plan Update Agenda item.

Sid Fredrickson, Wastewater Superintendent, presented a request for the council to adopt the 2013 Wastewater Collection System Master Plan Update by J-U-B Engineers, Inc. for use as the approved planning document for the Wastewater Collection System and direct staff to implement the recommendations contained in the Master Plan.

The staff report stated that 2013 Master Plan updates the previously adopted Comprehensive Sewer Plan 2002 by HDR Engineering, Inc., and the 1995 Engineering Evaluation of Wastewater and Stormwater Sewer Systems by Brown and Caldwell. Periodic updating of the sewer system master plan provides the Wastewater Department staff the guidance for the effective operation and management of the city's extensive wastewater collection system.

Mr. Steve James, of J-U-B Engineers, commented that this has been a rewarding project to work on because of staff and because of the quality of the data they have had to work with. He gave a brief overview of the Master Plan update and discussed the project objectives and findings.

The objectives included evaluating the existing collection system, determining necessary improvements and appropriate 20 year budget and five year capital improvement plan, and to capture all of the answers in one place. The city received a grade B- for its existing collection system, which Mr. James explained is pretty remarkable for a city of this size. The city still has some old clay pipe that needs to be replaced. The existing system contains over 200 miles of pipe, and over 4,000 manholes. The value of the system is \$206M.

Mr. James discussed priorities and explained that for the most part the system is in pretty good shape. Most of the growth areas are out along Huetter and Blackwell Hill. Councilman Gookin asked if a developer would pay the sewer costs. Mr. Fredrickson explained that the developer would pay a CAP

fee to hook up to the system, but not the cost of rehabilitating the old system he is hooking in to. Mr. Fredrickson said that if a development is going to stress the system, the city might want to consider the ability to charge a CAP fee surcharge so that they can dedicate those funds to rehabilitating or increasing the size, whatever is necessary to make the existing system compatible with the development. It is another way to make growth pay for growth.

Mr. James explained the documentation included in the master plan for each section of the sewer. They also looked at condition and capacity in developing the master plan. He noted that a much larger pipe in a higher density area has a much higher risk.

Mr. James also noted that the Wastewater Department has done a lot of work with asset management. Mr. Fredrickson explained that there are two regulatory requirements in regard to asset management that the city needs to be aware of. GASB 34 requires that funds be set aside for sewer rehabilitation and repair. Also, the EPA requires "Capacity Management and Operations and Maintenance" (CMOM).

Mr. James explained that they looked at capacity and were able to develop a pretty precise model of the system which allowed them to do overall prioritization between system capacity and condition. They also looked at the current service area, including existing houses, business, and industry, and also looked at areas of infill that are within city limits that have not been developed yet, but will be. They also reviewed areas of growth, and the area of city impact not included in the study.

Recommendations include evaluating the effect of redevelopment at higher densities within the existing system before implementation of the recommended CIP projects, periodically review and assess problem issues that were identified but did not currently have a recommended improvement, and continue eliminating known inflow sources.

Mr. Fredrickson said they have asked J-U-B to come forward with a proposal that identifies some milestones at which point they would start charging development an additional CAP surcharge fee, and what would be their recommendation. He also noted that the city needs to make sure that the elevation for future developments is carefully considered. Also, as people pull building permits, they are making the requirement that they disconnect their roof drain in an effort to eliminate known inflow sources. Doing the inflow improvements in the 4-corners area has dropped almost a million gallons from their inflow during a heavy flow.

Funding for the Master Plan update was budgeted in the FY 2011-2012 Wastewater Operating Fund.

Staff was requested to present this item at the next council meeting.

The meeting adjourned at 4:44 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

Memorandum

From: Steve Anthony & Tim Martin

To: City Council

Date: April 15, 2013

Subject: Surplus 1989 Ford XLT Van

Decision Point:

The Recreation Department is requesting the 1989 Ford XLT 15 Passenger van be surplus and sold at auction, and the funds be donated to Specialized Needs Recreation of Kootenai County.

History:

The Van was purchased in the early 1990's for the Specialized Needs Recreation program. The funds were raised by the local Pepsi Cola Distributor and Rite Aid Drug Stores. The City received a donation of .25 cents for every 6 pack of Pepsi that was sold through Rite Aid Stores in North Idaho and the Spokane Area. Enough funds were donated and the Van was purchased. The Van is now old and tired and was replaced with a newer Van in 2011.

Financial Impact:

The Van will probably sell for \$500-\$1000 at auction. The funds would be donated back to Specialized Needs Recreation to put towards their building fund. The amount does not affect the Recreation Budget.

Decision Point:

The Recreation Department is requesting Council authorization for the 1989 Ford XLT 15 passenger van to be surplus and sold at auction, and the funds donated to Specialized Needs Recreation of Kootenai County.



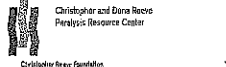
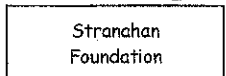
Specialized Needs Recreation

P.O. Box 2451 Coeur d' Alene, ID 83816 (208) 755-6781

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SNR is Sponsored by the following:



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Real Life Ministries
LDS Church
Lake City Community Church
Janice Foundation

1-18-2013
City Of Coeur d'Alene,

Specialized Needs Recreation is so thankful to the City of Coeur d'Alene for all their support, in-kind donations and annual contributions that you give to our organization.

Approximately two years ago we received a grant from the Women's Gift Alliance to purchase a new van for our program. We signed the van over to the City of Coeur d'Alene and both use this van now, we requested this van because the City's blue Ford XLT 1989 15 passenger van was unsafe to drive and overall breaking down with too many problems to list.

This particular van was donated to the City of Coeur d'Alene. from the Pepsi Company and Rite Aid in the early 1990's and was specifically to be used by Specialized Needs Recreation.

To my understanding, normally the City would declare unused vans surplus and eventually sell them at an auction. SNR is requesting if the City would be willing to donate this van to us so we may then sell it to use the money to go toward our building fund which we are in the process of starting instead of declaring it surplus. Our goal is to raise \$500,000 to go toward building or buying our own facility someday.

We appreciate your consideration in this matter and again thank you for your partnership and on-going support.

Angie Goucher,
Angie Goucher
Executive Director
Specialized Needs Recreation

RESOLUTION NO. 13-028

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO DECLARING PROPERTY AS SURPLUS AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION AND AUTHORIZING PROCEEDS FROM SALE TO BE DONATED TO SPECIALIZED NEEDS RECREATION.

WHEREAS, the City Recreation Director recommended that the Mayor and City Council of the City of Coeur d'Alene declare certain property surplus and that the property be sold at auction.

WHEREAS, certain items of property of the City have become worn out, obsolete, or are no longer needed by the City; and

WHEREAS, the City Council desires to dispose of the following surplus property:

1989 Ford XLT 15 Passenger Van ~ Valued at less than \$1,000

WHEREAS, the City Council further desires that at time of sale of surplus property, proceeds shall be donated to Specialized Needs Recreation of Kootenai County; and

NOW, THEREFORE, it is hereby RESOLVED by the Mayor and City Council of the City of Coeur d'Alene, that the property listed above should be offered for sale at auction and proceeds from the sale will be donated to Specialized Needs Recreation of Kootenai County; and

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

DATED this 7th day of May, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER KENNEDY Voted _____

_____ was absent. Motion _____.

PUBLIC WORKS COMMITTEE STAFF REPORT

DATE: April 17, 2013

FROM: James Remitz, Capital Program Manager

SUBJECT: **Adoption of the 2013 Wastewater Collection System Master Plan Update**

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DECISION POINT:

The City Council may wish to adopt the 2013 Wastewater Collection System Master Plan Update by J-U-B Engineers, Inc. (Master Plan) for use as the approved planning document for the Wastewater Collection System and direct staff to implement the recommendations contained in the Master Plan.

HISTORY:

The 2013 Master Plan updated the previously adopted Comprehensive Sewer Plan 2002 by HDR Engineering, Inc. and the 1995 Engineering Evaluation of Wastewater and Stormwater Sewer Systems by Brown and Caldwell. Periodic updating of the sewer system master plan provides the Wastewater Department staff the guidance for the effective operation and management of the City's extensive wastewater collection system.

PERFORMANCE ANALYSIS:

The Master Plan was completed by J-U-B Engineers., Inc. and their effort focused on the following goals:

- Create a system for prioritizing sewer main lines for rehabilitation and replacement.
- Develop a hydraulic model to assess the sewer collection system for existing conditions, near-term conditions and long term conditions.
- Identify limitations in the existing collection system and necessary improvements to maintain an appropriate level of service.
- Establish a comprehensive Capital Improvement Plan with emphasis on the next 5 – 10 years.

FINANCIAL ANALYSIS:

Funding for this Master Plan was budgeted in the FY 2011-2012 Wastewater Operating Fund under account 031-022-4352-7902. City Council action to adopt the Master Plan will have no current financial impact.

RECOMMENDATION:

Wastewater Department staff recommends that the City Council adopt the 2013 Collection System Master Plan Update.