



Coeur d'Alene

CITY COUNCIL MEETING

October 15, 2013

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

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

CONSENT CALENDAR

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

October 1, 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 October 1, 2013 at 6:00 p.m., there being present upon roll call the following members:

Sandi Bloem, Mayor

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

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

INVOCATION: Pastor Musoma from the House of Prayer provided the invocation.

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

PRESENTATION: McEuen Park Project Update: Engineering Project Manager Dennis Grant provided an update regarding the progress of the McEuen Project. He presented several photographs and stated that paving could occur later this week, weather dependent. The boat launch opened today. He invited the community to an open house of the park on October 12, 2013 from 2:00 p.m. to 6:00 p.m. The contract amount is at approximately 57% and the next key date is November 19, which is the opening of Front Avenue. He thanked the contractor for their good work. Councilman Gookin asked when the 7th Street and Front Avenue intersection will be opened. Mr. Grant stated that are hoping to pave it this week and open it by Friday, weather dependent.

PUBLIC COMMENTS:

Electrical Inspector:

Jim Thorpe, Coeur d'Alene, stated that he owns an electrical contracting company in Coeur d'Alene and represents a grass roots group that is in opposition of a City Electrical Inspector. He stated that he supports the current building inspectors and appreciates the one stop shop idea; however, they are very satisfied with the state electrical inspectors. The group's concerns include a fear that the inspection-related process would be burdensome and overly critical and more costly than other entities throughout the county. Additionally, they are concerned about having one inspector for the entire city limits versus several inspectors available through the state. The state defers technical issues to Boise. Thorco needs a high level expertise, and

without a high level of inspector expertise he believes the City would be liable. In 2012 the NIBCA vetted the issue and received an overwhelming response in opposition and provided a letter to the City stating such in August 2012. The grass roots group he represents are not members of NIBCA but share their opposition. He reiterated that they are not displeased with the Building Department; they just disagree that one inspector can provide a higher degree of public safety.

Councilman Adams asked for clarification regarding what Mr. Thorpe meant by multiple levels of expertise. Mr. Thorpe stated that the general requirement to be an inspector is to be a journeyman electrician and they may never have expertise in high distribution systems like the one at Kootenai Health. Boise has varying degrees of expertise throughout their organization. Councilman Adams asked what other cities in the state of Idaho have their own inspectors. Mr. Thorpe stated Boise and Moscow. Councilman Gookin stated that he has been talking with Ed Wagner, Chief Building Official, about concerns of duplication of services. Mr. Thorpe stated that he is concerned that the State will not be providing technical support to city inspectors. Councilman Gookin stated that the position was included in the budget and they still need to create the position. City Administrator Gabriel stated that it would require a code change and would need to come back before the Council. Councilman Goodlander stated that she knows Mr. Thorpe is representing several electricians in the area and that this has not been brought forward to the City Council for discussion other than the budget. She would like to make a motion that they not move forward with the planning on this until the Council gets more information from the electrical contractors.

MOTION: Motion by Goodlander, seconded by Adams, to not move forward with creating this position until more information is available and that it be brought before the City Council for more discussion before an ordinance is drafted.

DISCUSSION: Councilman Kennedy believes that Mr. Wagner could provide more input and that more discussion on this item would be good. Mr. Thorpe stated he would be willing to serve on an ad hoc committee. Councilman Kennedy recommended that staff should cease any actions related to this item until discussion takes place.

Motion Carried.

CONSENT CALENDAR: Motion by Kennedy, seconded by McEvers to approve the consent calendar as presented with the removal of item 3, Resolution No. 13-051 to be discussed separately.

1. Approval of Minutes for September 17, 2013.
2. Setting General Services and Public Works Committees meetings for Monday, October 7th at 12:00 noon and 4:00 p.m., respectively.
3. ~~Resolution No. 13-051 A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH MAGNUSON, MCHUGH AND COMPANY FOR THE ANNUAL CITY AUDIT.~~
4. Setting of a Public Hearing: CDBG Substantial Amendment for Plan Year 2013 for November 19, 2013

5. Approval of the concept of a K-9 Rescue Team agreement with Idaho Disaster Dogs

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

Resolution No. 13-051

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH MAGNUSON, MCHUGH AND COMPANY FOR THE ANNUAL CITY AUDIT.

DISCUSSION: Councilman Kennedy stated that the General Services Committee had reviewed and recommended this item be approved. He asked Mr. Tymesen to provide a brief review of the request. Mr. Tymesen stated that the City is required to have an annual audit and that this type of professional service does not require a request for proposals; however, the County recently conducted a request for proposal and they decided to contract with the company that they had used previously and are paying 40% more than the City's proposal from Magnuson, McHugh and Company. Mr. Tymesen stated that two years ago he talked to several area audit firms (one in Spokane and one in Montana.) They provided a cost estimate of 22% more than what the City was paying. The School District and the City of Post Falls also use Magnuson, McHugh and Company. The audit will need to be completed within the next 6 months to comply with grants.

Councilman Gookin asked how many years the City has used Magnuson and McHugh. Mr. Tymesen stated the City has utilized them for 13 years. Councilman Gookin stated he has concerns about using the same firm over and over again and he knows that it is difficult to find people, but thinks there is value in having a different set of eyes looking at things. Mr. Tymesen stated that he is not opposed to having others look at it, if it makes financial sense.

Motion by Kennedy, seconded by Edinger to approve Resolution No. 13-051.

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

COUNCIL ANNOUNCEMENTS:

Councilman McEvers stated that he had a sick family pet and he and his wife had to take the animal to the vet every day. On Sunday there were two baby kittens abandoned in a box near the door and his wife was really upset. He wanted to take this opportunity to remind the community to spay and neuter your pets.

Councilman Goodlander stated the Mayor's Award in the Arts will be held October 10, 2013 at 6:00 p.m. at the Hagadone Event Center and they will be featuring two award recipients. The event is free and the community is encouraged to attend the event.

Councilman Gookin stated that one of the Mayor's Arts Awards goes to the Lake City Playhouse and expressed appreciation that performing arts are mentioned. Additionally, he was able to

watch the seawall construction and appreciated the crew and how they worked together and thanked them for their hard work. Additionally, he received a notice from Time Warner Cable stating that Channel 19 will be moved to channel 78.5 and asked Jeff Crowe to explain this to the community. Mr. Crowe stated that he understands that Channel 19 will stay Channel 19 in the foreseeable future; and the reference to 78.5 is an internal channel reference. People with older television sets will need to pick up a cable box from Time Warner.

ADMINISTRATOR'S REPORT: City Administrator Wendy Gabriel thanked the city team who worked diligently on Monday to install the temporary seawall extension. Many departments worked together to make quick work of this task. Special thanks go to Kim Harrington, Tim Martin and Barry Youngs. Work entailed installing 239 uprights (H beams) and approximately 1,700 planks. The work was expected to take 10 to 12 hours to complete, but through great teamwork it was demonstrated that it could be deployed much quicker. The seawall extension is one part of the overall "flood works" that consists of sheet pile, concrete seawall, and an earthen levee system, which was constructed in the 1940s by the U.S. Army Corp of Engineers. This extension device is designed to prevent water from boiling up beneath the sand, rising over the construction wall and flooding the land. It was constructed well above the ordinary high water mark and protects North Idaho College, the Fort Grounds neighborhood, City Park, the museum and the City's wastewater treatment plant. The City of Coeur d'Alene, as the sponsor of the flood works system, is seeking certification from FEMA through a third-party engineering firm (Ruen-Yeager Associates, Inc.). Recertification has involved a series of repairs and maintenance to the 1.5-mile stretch between Harbor Center and Independence Point. Ms. Gabriel stated that the City of Coeur d'Alene Building Services Department will not be performing building, mechanical, or plumbing inspections tomorrow, October 2nd, in the City of Coeur d'Alene jurisdiction due to required staff training for continuing education credits. Please call 769-2267 for more information. The CDA 2030 Exploration Week is set to begin October 7, 2013 and is the community's opportunity to influence what the community will look like in 2030. The launch event starts off the week Monday, October 7th, at the Kroc Center at 7:00 p.m. On Tuesday, October 8th, there will be a brown bag lecture at the NIC Student Union Building beginning at 11:30. On Tuesday, Wednesday and Thursday, Community Visioning Workshops will be held at various locations around town. For more information and a complete schedule of events, visit www.cda2030.org. The 18th Annual Mayor's Awards in the Arts will be held on Thursday, October 10th, at 6:00 p.m., at the Hagadone Event Center. This year's award recipients are the Lake City Playhouse for Excellence in the Arts, and Ken and Victoria Roberge for Support of the Arts. This event is free and open to the public. For more information, call Steve Anthony at 769-2249. The Coeur d'Alene Fire department is proud to announce that they have partnered with Safe Kids Kootenai County Coalition. The vision is to eliminate unintentional injury and death to children in our region. Unintentional childhood injuries are the number one cause of death to children in the United States. Since 1988, Safe Kids have helped reduce the U.S. childhood death rate from injuries by 55%. Safe Kids Kootenai County has partnered with McDonald's to supply local Police and Fire Departments with a limited number of Free Happy Meal cards that they can give out at random to kids that they see wearing their bike helmets while riding. There has been visible progress at McEuen Park recently and crews continue to work at a feverish pace to finish as much of the project as possible this year. Work is expected to continue until mid-November, weather permitting, with the bulk of the project expected to be complete before the snow flies. Final landscaping will occur in the spring.

Park designers, architects, city officials, and engineers will be on hand to answer questions and show off the amenities at an Open House to be held Saturday, October 12th, from 2:00 p.m. to 6:00 p.m. This is an opportunity for the community to fully understand the magnitude and scope of this project and what a favorable impact it will have on the entire region. In the meantime, vibrant colors are emerging on concrete surfaces at the park, including the tennis courts, basketball courts, and splash pads, all of which are being finished with striking permanent coats of color. Work elsewhere in the park is on schedule with a majority of the infrastructure and facilities construction on track, including the parking structure, expected to be complete by the end of November. McEuen Park upgrades include new public art, a re-designed Veteran's Memorial, an amazing interactive playground for kids of all ages, a new dog park, more user-friendly and efficient public parking, a new Front Avenue promenade with community gathering areas, a natural amphitheater, a new pavilion, a new grand plaza and water promenade, scenic paved trails, and an interactive splash pad with more than a dozen colorful water features. The official grand opening is slated for the spring. The Parks & Recreation Commission is continuing to meet with interested stake holders that are adjacent to the BLM 4 corners property, and after compiling the data from those meetings, will make a recommendation to the council at a future date. Finally, with the heaviest of hearts and deepest regrets Ms. Gabriel shared the news that the City's extraordinary Human Resources Director Pam MacDonald passed away on Sunday. Pam's steadfast positive spirit, exemplary professionalism, and keen managerial skills will be most sorely missed by all of us.

ORDINANCE NO. 3471
COUNCIL BILL NO. 13-1016

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADOPTING A NEW CHAPTER 10.80 PROHIBITING THE USE OF UNMUFFLED AIR COMPRESSION BRAKES WITHIN THE CITY EXCEPT DURING EMERGENCIES AND PROVIDING THAT A VIOLATION IS AN INFRACTION PUNISHABLE BY A \$100 FINE; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

Councilman Kennedy stated that the General Services Committee recommended this item based on a citizen's request from the Armstrong Park Neighborhood as a noise abatement concern. Approving this code will allow the state to sign the freeway accordingly. They did find that the uses of compression brakes are not required in the trucking industry and that most municipalities have such an ordinance. Councilman Gookin asked if the Idaho State Police would enforce this code. Councilman Kennedy clarified that it would be enforceable once it is signed appropriately and would have a \$100.00 fine.

MOTION: Motion by Kennedy, seconded by Goodlander to pass the first reading of Council Bill No. 13-1016.

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

MOTION: Motion by Edinger, seconded by McEvers, to suspend the rules and to adopt Council Bill No. 13-1016 by its having had one reading by title only.

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

Approval of CDBG Grant Awards recommendations for Action Plan Year 2013 to St. Vincent de Paul and Trinity Group Homes: Sherri Wastweet, Grant Administrator with Panhandle Area Council, asked the City Council to approve the CDBG Community Grant award recommendations to St. Vincent de Paul for \$36,000 in rehabilitation funds for the community kitchen area and a \$30,111.64 grant to Trinity Group Homes for rehabilitation to various apartments. A substantial amendment will be required by HUD, which includes a 30-day public comment period, and a public hearing will be held November 19, 2013. Councilman Kennedy clarified that a request for proposals was advertised and four applications were received and reviewed by the Ad Hoc Committee.

MOTION: Motion by Kennedy, seconded by Adams, to approve the recommendation for CDBG community grant awards to St. Vincent de Paul in the amount of \$36,000 and Trinity Group Homes in the amount of \$30,111.64 and \$3,888.36 added to the Emergency Minor Home Repair program.

DISCUSSION: Councilman McEvers asked where the money comes from for these grants. Councilman Kennedy clarified that the funds are federal funds from HUD provided directly to the City, as the City is an entitlement community.

Motion carried.

PUBLIC HEARING – (Quasi-Judicial) SP-3-13 Appeal of denial for Port of Hope, 218 N. 23rd Street: Mayor Bloem read the rules of order for this public hearing. No conflict of interest was declared by Council.

STAFF REPORT: Sean Holm, Planner, stated that the appeal hearing was requested by the Port of Hope organization. The Planning Commission heard this item in July and held it over to August 13, 2013 and the decision was to deny the request for a special use permit for a criminal transitional facility. Mr. Holm clarified which findings will need to be made in reference to a special use permit and a criminal transitional facility. He presented photographs and maps of the area zoning and land use surrounding the subject property. He provided some recommended conditions and stated that the City Council will be asked to approve, deny, or deny without prejudice.

Councilman Kennedy asked about the historical land use actions in the area, specifically the denial of the zone change from R-3 to R-12 in 1993 and asked what was that project. Mr. Holm stated that he believed it was for senior housing seeking extra density. Councilman Gookin stated that the staff report noted that the Port of Hope was operational in April 1991 and they did not need a special use permit at that time. Additionally, in 1998 they began providing transitional housing and would have needed one then. Mr. Holm stated that they were not aware of that use and they would have needed a special use permit at that time. Councilman Gookin

asked if the state had made contact with the City regarding the previous renewals. Mr. Holm stated that he thought that there was some confusion as when the letters were received regarding the nature of use and level of service they were providing. Deputy Attorney Warren Wilson clarified that the letters stated that they were operating within the zoning laws and sent the letters to the Police and Sheriff's offices and recently staff noted that they were not in conformance. He clarified the wording in the letter did not signal a problem to staff. Councilman Gookin asked what triggered the notice. Mr. Wilson stated that this time the letter was forwarded to the Legal and Planning departments. Councilman Gookin asked for clarification regarding the findings and parameters the Council needs to consider regarding a criminal transitional facility. Mr. Wilson stated that they are the three basic zoning findings and four additional items such as type of offenders, length of transition period, number of offenders, and type of security to set operational standards that should be considered. Councilman Gookin asked why area crime statistics were included in the staff report. Mr. Wilson explained that the Planning Commission asked for that information and it would relate to whether or not it is compatible with the location setting, and existing uses of adjacent properties could relate to the supervision point. Councilman Gookin clarified that there will be no sex offenders with 500 feet of a school zone.

Councilman Edinger asked if there are any police reports of any problems around that area since they have been providing transitional housing. Mr. Wilson reiterated that there was information in the staff report regarding a review of a 5.5 year period and a 1/3 mile radius and found 44 calls for services, 35 of which were related regarding welfare checks, wanted persons, and services of warrants. In 2010 there was one burglary in progress and four DUI's, 1 psychological problem, which are not crimes that can be tied to Port of Hope facility. Councilman Edinger expressed that he believes it is better to have one location rather than all over town. Councilman Kennedy asked about the condition which states no person can reside there longer than 365 days. Mr. Wilson clarified that the City would enforce that, it is unlikely that one person would live there for a one year period and the applicant can speak to that process.

Port of Hope representatives, Jake Danible and Tamara Chamberlain, spoke on behalf of the applicant. Mr. Danible clarified that they are a 501c3, Non-profit organization, and employ 35 people. They do alcohol and drug treatment, counseling, and education in addition to residential reentry centers. Mr. Danible presented photographs of the interior and exterior of the property. He requested the special use permit be approved to continue their federal contract. Ms. Chamberlain stated that the residential reentry center provides people with the necessary skills to reenter into society and become self-sufficient. The Bureau of Prisons has certain requirements for the center employees such as specific levels of education to training certificates. The staff works to help inmates establish a financial plan including payback of restitutions owed. The facility conducts random and regular drug and alcohol testing, random searches, random site visits, and uses GPS units. Ms. Chamberlain clarified that they could set up an exclusion zone from the school with their GPS units and the software will send an alert if a participant crosses into that zone. She provided a demonstration of the GPS unit capability. They presented a letter of support from the Head Start program in Nampa that is located within 15 feet of their Nampa facility. They also presented a letter of support from Shannon Plumbing. They stated that they provide several community benefits such as jobs, hiring local contractors, K-9 training at their location, and community education. Additionally, they work with state and federal programs to avoid fraud and use of their services frees up other community resources. Mr. Danible stated that

the concern raised at the Planning Commission meetings had to do with sex offenders. Since that time they have resolved that issue by no longer housing sex offenders and are in agreement with the recommended conditions.

Councilman Edinger asked if the School District accepted those recommendations. Mr. Danible stated that the School District liked the sunset date of March 1, 2016 and once they cleared up the sex offender issue it seemed to help resolve issues. There was concern that there were several social service programs on this side of town. Mr. Danible stated that they could relocate, and the Council will be hearing a code change request soon that will allow their type of use in a light industrial zone, which would be their target zone. However, as of today, they could not get a special use permit within a light industrial zone. Councilman Kennedy asked if the School District agreement came after their opposition letter dated September 16. Mr. Danible stated that on September 26 they began conversations with the District's legal counsel.

Mr. Wilson clarified that the City Council can take the School District e-mail under consideration and can add the condition of the sunset date of March 1, 2016. He clarified that if they violate any of the conditions, it would be a violation of the special use permit. Councilman Kennedy stated that he has been involved in the east Sherman Avenue issues with the 10-year Plan to End Homelessness and he wanted to clarify that these people are Idahoans being located here or have connections to our community. Councilman Gookin stated that he read through the packet that they do not take offenders with repeat history or sexual acts and that the majority of the residents are drug-related crimes. Ms. Chamberlain clarified that they did take some sex offenders at the beginning of the process, but they no longer house them at this location. She clarified that they would seek a new location where they could help people with those backgrounds, but they will not house them at the subject property. Councilman McEvers asked for clarification as to when people are allowed to stay at their facility. Ms. Chamberlain stated that they can serve the last 20% of their sentence at the facility. After that they either get sent back to prison or they are successful and are released from them. She reiterated that they are much more successful if they go through a program like this and get the skills to be successful in society. Councilman McEvers asked what their success rate was. Ms. Chamberlain stated that it would depend on what you define as success; some may make it 6 years before re-offense. Many of people never reoffend, and many do. The facility can pick and choose who they accept and once they state they do not accept sex offenders, the prison will not recommend them for this facility. Councilman McEvers asked if in the future they would want to accept sex offenders. Ms. Chamberlain stated that they don't necessarily want them, but it is a needed service and that the benefit is that they can watch their behavior for six months before they are released into the community. Currently, there are no RRC's in the state of Idaho that can take sex offenders. Councilman Edinger stated that he believes that probation and parole should notify the neighbors when they are relocated to a neighborhood. He also believes it is better to have one location than spread all over town.

PUBLIC COMMENTS: Mayor Bloem called for public comments and asked the City Clerk to swear in each person prior to their testimony.

Jim Carroll, Cataldo, stated that he has been a counselor for 30 years and has worked at the Port of Hope and has seen people enter with helplessness and leave with hopefulness. Many people

have stated that the facility has saved their lives. If they had to shut their doors, the community would lose a valuable asset that has been in place since 1971. He has lived in Kootenai County for 20 years and is more worried about those re-entering society without the help of Port of Hope.

Sarah Reser, Coeur d'Alene, stated that she has been at the Port of Hope as part of an inpatient treatment and is becoming a part of society. She would still be out on the streets if it wasn't for Port of Hope.

Meryle Kuntz, Coeur d'Alene, spoke in support of Port of Hope and stated that she represents a neighborhood block watch committee. She is impressed with the work Port of Hope does. She has fear in the neighborhood from those hanging around the neighbors, such as Fresh Start. She would like to have someone watching these folks that care. She believes this type of facility can stop the cycle of prisoners going straight to homelessness. The half-way houses did not have any discipline.

Michelle Mitchell, Coeur d'Alene, stated she has lived in Coeur d'Alene since she was 8 years old and is now a mother of two young men. She is currently employed as a lead baker and has been for the past two years. She was released to the Port of Hope facility, and learned many ways to live a drug and alcohol free life. She explained the rigorous inspections and testing periods she went through during the program. She does not believe that she would have transitioned back to the community so smoothly if it weren't for the Port of Hope.

James Ragsdale, Coeur d'Alene, stated his is a social services coordinator at Port of Hope. He helps inmates transition back to society, but is also resident of Coeur d'Alene. He explained the restrictions placed on the residents. For example, they can't say they are going to Albertsons then deviate to Safeway without prior approval or they may be sent back to prison. He reiterated that the facility has 35 employees that care.

Bobby Stanchfield, Hayden, stated that he is the Pastor of a Baptist church and works for the School Transportation Department. He transports 80-100 kids back and forth to school every day and the safety of the children is his primary concern. The church has been a part of the Port of Hope for 6 years and he has seen a great change in people and believes in what they do there and has seen lives changed. He would much rather see the community have this type of facility for people that are trying to change their lives and he believes that they have a good track record.

Nick Baxa, Post Falls, stated that he works at Port of Hope providing drug and alcohol treatment to the clients. They have made poor decisions while under the influence of drugs and alcohol and are now trying to improve themselves. He serves ages 14 to 71, and if they do not clean up they will end up back in prison. In his experience over a third will not respond to treatment, so it will take multiple treatments and interventions to help the offenders. Many have already been through a yearlong treatment program in prison just to qualify to live in an RRC.

Wendell Wardell, Coeur d'Alene, stated that he represents the School District and that the district had objected to the facility based on the sex offenders being located close to the school. At 3:00 this afternoon they determined that they had the assurances that they need to withdraw

their objection based on the conditions proposed with the addition of the sunset clause.

Marlene Scott, Spirit Lake, stated she works for the Port of Hope and wanted to say that it has been difficult to listen to the negative comments about the clients. The majority of the clients are from this community and/or have ties here and are seeking a second chance. They have to secure a full time job within two weeks and disclose to the employer that they are in a reentry program. She has heard a lot of “not in our neighborhood” comments and moving a non-profit business is a huge event and a disruption to their services.

Shawna Herman, Post Falls, stated that she has been on both sides of the story, as a victim and as a perpetrator and believes all forms of addiction hurt those around them. She stated that Washington instituted a SOSA program for sex offenders and the reconviction rate dropped from 24% to 5% due to the therapy they were providing and found that prison costs five times more to society. Port of Hope is Idaho’s solution to this and they have proven their success.

Susan Snedaker, Coeur d’Alene, stated that she does have copies of the Port of Hope correspondence to the City of CDA to the Mayor and Chief of Police. She pointed out that the last paragraph indicates that they invite the recipient of the letter to contact the Federal Bureau of Prisons and shows good faith that they were not trying to operate in the shadows. Many years ago she had asked the City Council about a nonconforming group home in her neighborhood. She stated that noncompliant violent sex offenders are living in the community and the city does not know where they are living. Port of Hope is providing an outstanding service to the community and it should be approved. They are stable established, meet the comprehensive plan, and there are no grounds to deny. Councilman Kennedy asked why she had testified at the Planning Commission meeting that she thought it was in the wrong location. She stated that her comment was based on sex offender codes.

John Beals, Coeur d’Alene, stated that he is a current employee of Port of Hope as a federal monitor and on a personal level he is a member of the 12 step recovery group and in touch with the recovery community. He has experience with people in our community that have been through the program and the success stories are greater than the failures. It would be difficult to find another location that better fits this function, they abut I-90, have high traffic, no crosswalk on their frontage, sided by commercial businesses with cyclone fencing. The people are monitored and directed to Sherman to the bus stop or transported to where they need to be. This is an asset to the community and he hopes that the continuance is approved.

Public testimony was closed.

REBUTTAL: Mr. Danible stated that for some of the individuals it was hard to come forward this evening and thanked them for their support. He reiterated that there is security monitoring in everything they do and they have demonstrated that they care about what happens in the community, which is why they are willing to agree to the sunset date.

MOTION: Motion by Edinger, seconded by Gookin that SP-3-13, Port of Hope, located at 218 N. 23rd Street be approved and to direct staff to prepare the Findings and Order to include all eight conditions.

DISCUSSION: Councilman Edinger feels like it is better to have this service in one location and felt the testimony was heartfelt and something needs to be done to let the neighborhood know where the other homes are located. Councilman Kennedy thanked those who shared their personal stories and stated he has worked with Meryle on the 10-year plan and the difficulties of the transient population. The important fact is that these are Idaho residents and/or have connections to Idaho. He generally likes to defer to the Planning Commission, but there have been changes since its hearing, with Port of Hope working with the School District and no longer housing sex offenders, and the addition of a sunset clause. He will support this item and thinks the process has worked and concessions were made. Councilman Gookin thanked the Port of Hope for what they do and stated that he will support this item. Councilman Edinger thanked the Port of Hope and School District for working together and hopes they will continue to work together in the future.

Councilman Edinger called for the question. Motion carried.

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

Mayor Bloem stated that the need for this type of service is so strong and that the process works. She is glad the School District and the Port of Hope group worked together and would only hope that the current location worked into the future.

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

The City Council entered into Executive Session at 8:53 p.m. Those present were the Mayor, City Council, City Administrator, Deputy City Attorney, Deputy City Administrator, and the Finance Director. Matters discussed were related to pending litigation. No action was taken and the City Council returned to regular session at 9:03 p.m.

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

ADJOURNMENT: Motion by Goodlander, seconded by Adams that there being no further business before the Council that this meeting is adjourned. **Motion Carried.**

The meeting recessed at 9:03 p.m.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 10/31/13
Department Name Employee Name Date
Request made by: Kathryn hange HUNT 208-972-2541
Name Phone
8674 North Maple St. Hayden ID 83835
Address

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

Niche(s): _____
Lot(s): 01, _____, _____, _____, _____, _____. Block: 06 Section: GAR

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

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

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

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

Title transfer fee (\$ NIA) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Norme Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No

2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ 500.00 per lot.

RS 10-7-13
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: [Signature] 10-4-13
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No

Cemetery copy filed / / ; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 09-19-13
Department Name / Employee Name / Date

Request made by: Carolyn Cross 509-334-0999
Name / Phone
NW 930 Clifford St. Pullman WA 99163
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from Carolyn Cross to Arleen Cliff Gosselin

Niche(s): _____
Lot(s): 110, _____, _____, _____, _____, _____ Block: D Section: Riverview

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

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

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

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

Title transfer fee (\$ 40⁰⁰) attached**.
**Request will not be processed without receipt of fee. Cashier Receipt No.: 683245

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vernice J Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.

Supervisor's Init. _____ Date _____

LEGAL/RECORDS shall complete the following:

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

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

City Clerk's Signature _____ Date _____

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature _____ Date _____

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

Arleen's address: 8875 E Saguaro Blossom Rd Gold Canyon AZ 85118

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 10/10/13
Department Name / Employee Name / Date
Request made by: English Funeral Home 664-3143
Name / Phone
1133 North Fourth St. Coeand Alene ID 83814
Address

The request is for: / / Repurchase of Lot(s)
 Transfer of Lot(s) from LeMerle Rivers to Arthur Wayne Birdsell and Mary Birdsell

Niche(s): _____
Lot(s): 03, _____, _____, _____, _____, _____ Block: 71 Section: B

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

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

Person making request is / / Owner / / Executor* Other* private transfer

*If "executor" or "other", affidaviats of authorization must be attached. not recorded by City

Title transfer fee (\$ N/A) attached**. Recorded Quit Claim Deed attached

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Tommy Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
- 2. The owner of record of the Lot(s) in the Cemtery Book of Deeds is listed as:

3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.

Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / / Yes / / No.

Person making request is authorized to execute the claim: _____
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 09/30/13
Department Name / Employee Name / Date

Request made by: Barbara Proper
Name / Phone
3420 West Pinehill Dr. Coconut Alerne ID #3815
Address

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

Niche(s): _____
Lot(s): CRE, 23, _____, _____, _____, _____, _____ Block: 38 Section: C

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

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

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

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

Title transfer fee (\$ _____) attached**.

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

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

- 1. The above-referenced Lot(s) is/are certified to be vacant: / / Yes / / No
- 2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:

Barbara Proper

- 3. The purchase price of the Lot(s) when sold to the owner of record was \$ _____ per lot.

RG 10-7-13
Supervisor's Init. Date

LEGAL/RECORDS shall complete the following:

- 1. Quit Claim Deed(s) received: / Yes / / No.

Person making request is authorized to execute the claim: _____ 10-2-13
Attorney Init. Date

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

City Clerk's Signature Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature Date

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

OPENING NOVEMBER 7th
 PRORATED

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 83.33
 Rec No 083253
 Date 09/27/13
 Date to City Council: 10/15/13
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service 11/1/2013

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 PRORATED
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input 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 COP \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Consumed on premise yes no Transfer from _____ to _____	\$

83.33

Business Name:	Winco Foods
Business Mailing Address:	P.O. Box 5756
City, State, Zip:	Boise, ID 83705
Business Physical Address:	1485 W. Appleway Ave
City, State, Zip:	Coeur d' Alene, ID 83814
Business Contact:	Business Telephone: 208-744-4999 Fax: 208-449-1861 Email address: gina.crowley@wincofoods.com
License Applicant:	Winco Foods, LLC
If Corporation, partnership, LLC etc. List all members/officers:	See attached

**CITY COUNCIL
STAFF REPORT**

DATE: October 15, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Coeur d'Alene Place Commercial: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a three lot (3) lot commercial development.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: Northwest corner of Ramsey Road and Hanley Avenue.
- 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 CdA Place 19th Addition, April 2013.

FINANCIAL ANALYSIS

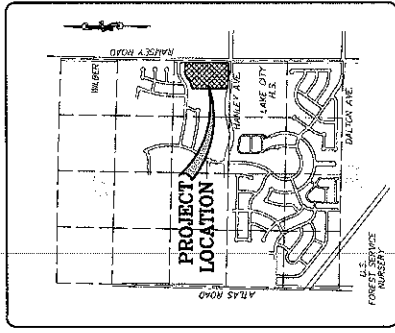
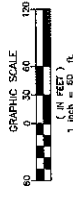
There are no financial issues with this phase of the Coeur d'Alene Place development.

PERFORMANCE ANALYSIS

The developer has installed all of the required improvements, however they are not requesting acceptance of them at this time. Approval and recordation of the plat document will allow the sale of all of the platted lots.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.



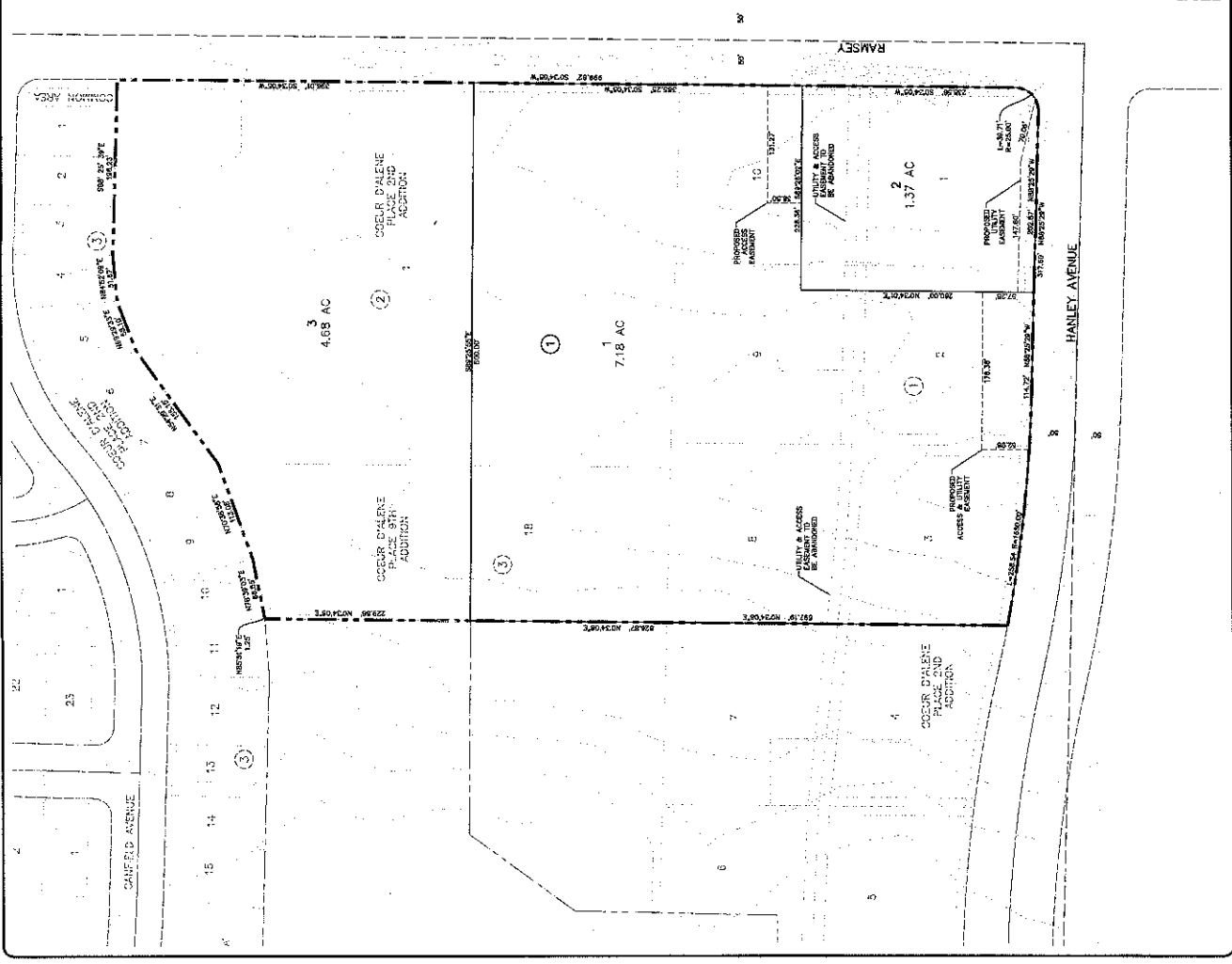
VICINITY MAP

SUBMITTAL DATE MARCH 2013
ENGINEER GREENSTONE DEVELOPMENT - 3505 BENDIGO, P.O. BOX 1421, N. McADAMS LN., SUITE 200, TWIN FALLS, IDAHO 83402
CONTACT COLBY G. GIBSON, PROJECT MANAGER, GREENSTONE DEVELOPMENT, 3505 BENDIGO, P.O. BOX 1421, N. McADAMS LN., SUITE 200, TWIN FALLS, IDAHO 83402
PRELIMINARY SP DATA TOTAL ACRES: 13.33
 EXCESS ACRES: 0.00
 COMMERCIAL

PRELIMINARY SHORT PLAT
 FOR
COEUR D'ALENE
COMMERCIAL PARK
 (A PLANNED UNIT DEVELOPMENT)
 KOOTENAI COUNTY, IDAHO
 SHEET 1 OF 2

MARCH, 2013

LEGAL DESCRIPTION:
 A portion of the Southeast Quarter of Section 27, Township 58 North, Range 4 West, Boise Meridian, in the City of Coeur D'Alene, Kootenai County, Idaho, more particularly the plat shown in the County Clerk's Office of Kootenai County, Idaho, as recorded under the name of "COEUR D'ALENE PLACE 9TH ADDITION", containing 17.00 acres, being the POINT OF BEGINNING for the same. The same is more particularly described as follows: to-wit: beginning at the intersection of the Northwest corner of said Section 27, thence proceeding N08°21'36"W along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence N89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence along and parallel to the Northwest corner of said Section 27, a distance of 122.50 feet, to the POINT OF BEGINNING; thence S89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence along and parallel to the Northwest corner of said Section 27, a distance of 122.50 feet, to the POINT OF BEGINNING; thence S89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence along and parallel to the Northwest corner of said Section 27, a distance of 122.50 feet, to the POINT OF BEGINNING; thence S89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING. This plat contains 17.00 acres, being the POINT OF BEGINNING for the same. The same is more particularly described as follows: to-wit: beginning at the intersection of the Northwest corner of said Section 27, thence proceeding N08°21'36"W along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence N89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence along and parallel to the Northwest corner of said Section 27, a distance of 122.50 feet, to the POINT OF BEGINNING; thence S89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence along and parallel to the Northwest corner of said Section 27, a distance of 122.50 feet, to the POINT OF BEGINNING; thence S89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING; thence along and parallel to the Northwest corner of said Section 27, a distance of 122.50 feet, to the POINT OF BEGINNING; thence S89°58'24"E along and parallel to the Northwest corner of said Section 27, a distance of 760.25 feet, to the POINT OF BEGINNING. This plat contains 17.00 acres, being the POINT OF BEGINNING for the same.



RESOLUTION NO. 13-052

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 THE RELINQUISHMENT OF AN ACCESS EASEMENT AT THE NW CORNER OF GOVERNMENT WAY AND DALTON AVENUE; APPROVAL OF AN INTERAGENCY AGREEMENT FOR THE GOVERNMENT WAY PROJECT – HANLEY AVENUE TO PRAIRIE AVENUE; APPROVAL OF AN AGREEMENT REGARDING SPOKANE RIVER STEWARDSHIP PARTNERS (SRSP) FUNDING / COST SHARE ALLOCATION; APPROVING THE SURPLUS OF A 2003 FREIGHTLINER TANK TRUCK #447 FROM THE WASTEWATER DEPARTMENT; APPROVING THE SURPLUS OF A 2002 FORD F150 UTILITY TRUCK #440 FROM THE WASTEWATER DEPARTMENT; AND APPROVING A LEASE AGREEMENT WITH ROWAND MACHINERY (JOHN DEERE) FOR FOUR NEW FRONT END LOADERS FOR THE STREET DEPARTMENT.

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 the Relinquishment of an Access Easement at the NW Corner of Government Way and Dalton Avenue;
- B) Approval of an Interagency Agreement for the Government Way Project – Hanley Avenue to Prairie Avenue;
- C) Approval of an Agreement regarding Spokane River Stewardship Partners (SRSP) Funding / Cost Share Allocation;
- D) Approving the Surplus of a 2003 Freightliner Tank Truck #447 from the Wastewater Department;
- E) Approving the Surplus of a 2002 Ford F150 Utility Truck #440 from the Wastewater Department;
- F) Approving four Lease Agreements with Rowand Machinery (John Deere) for four new front end loaders for the Street and Water Departments;

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 15th day of October, 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 _____.

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 7, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Relinquishment of an Access Easement at the NW Corner of
Government Way & Dalton Avenue.

DECISION POINT

To approve or deny a request from Verna Gay Corey, etal., to relinquish an easement (Instrument # 1483055 - attached) for ingress and egress that was installed for the purpose of accessing a building that the City wanted to demolish.

HISTORY

In 1997, the City was acquiring additional right-of-way for the initial phase of the Government Way reconstruction (Appleway to Dalton), and a portion of the parcel at the northwest corner of Gov't Way & Dalton Avenue contained a single family dwelling unit. This structure needed to be removed and the method of choice was to use the structure as a training burn by the City Fire Department.

Since the structure straddled a newly created boundary line, permission had to be obtained to access the northerly portion of it which was on private property. The means to achieve this at the time was to utilize an easement, however, language was not included to extinguish the easement after the structure was removed. The buildings were subsequently removed and the easement remained in place to date.

PERFORMANCE ANALYSIS

The owner of the property that contains the easement is completing title work in preparation for the sale of their land. During the due diligence work, it became evident that the easement for ingress/egress was still in place and needed to be removed. Relinquishing this easement would aid in cleaning up and removing an unnecessary item from the title.

FINANCIAL ANALYSIS

There is no financial impact to the City. The easement defined a use, not ownership, and that use became unnecessary when the existing structure was removed.

SUMMARY

Verna Gay Corey, etal., are requesting the relinquishment of an easement for ingress and egress on property that they own adjacent to the northwest corner of Government Way and Dalton Avenue.

The easement which was granted in 1997 prior to the reconstruction of the initial phase of the Government Way corridor, was granted for a use that has been completed and is no longer necessary. Retention of the easement by the City would serve no purpose. A recommendation to the City Council approving the request, and subsequent direction for

staff to prepare documents for relinquishment and recordation at the County Recorder's Office would bring resolution to the matter.

RELINQUISHMENT AND ABANDONMENT OF INGRESS EGRESS EASEMENT

THIS RELINQUISHMENT AND ABANDONMENT, made effective this _____ day of October, 2013, by the City of Coeur d'Alene, hereinafter the "City", and/or, "Grantee", a municipal corporation and political subdivision of the State of Idaho duly organized and existing pursuant to the laws of the State of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814-3956,

WHEREAS, by that certain Grant of Easement, dated March 17, 1997 and recorded at the office of the Kootenai County Recorder as Instrument Number 1483055, (referenced here and attached thereof as Exhibit "A"), Verna Gay Corey, Janis Joy Dreschel, and, Sandra Kay Phillips granted an easement to the City of Coeur d'Alene to "....go upon, occupy, the land together with the right of ingress and egress to and from said property for the purpose of demolition and removal of an approximately 1086 square foot.....house...carport.... and shed....located at the northwest corner of Government Way and Dalton Avenue, addressed 5603 Government Way...." ;

WHEREAS, said house, carport and shed were owned by the Grantee, sold to the Grantee by the Grantors, and were situated partially on property owned by the Grantee, and, partially on property owned by the Grantor, and needed to be removed;

WHEREAS, the structures were removed and said easement is no longer necessary, therefore, the City desires to release, revoke, surrender, relinquish and abandon the said Grant of Easement;

WHEREAS, the current owners of the property affected by the said easement, their heirs and assigns, shall be the beneficiaries of the relinquishment and abandonment;

NOW THEREFORE, the City hereby releases, revokes, surrenders, relinquishes and abandons all rights granted and described in said Grant of Easement, and recorded at the office of the Kootenai County Recorder as Instrument Number 1483055, and agrees that said easement shall no longer encumber the parcel of land described therein.

IN WITNESS WHEREOF, the city of Coeur d'Alene has hereunto executed this document on the _____ day of October, 2013.

CITY OF COEUR D'ALENE

By: _____
Sandi Bloem, Mayor

Attest: _____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of October, 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 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: _____

EXHIBIT "A"

1483055

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Verna Gay Cory, a married person dealing with her sole and separate property, Janis Joy Dreschel, a married person dealing with her sole and separate property, and Sandra Kay Phillips, a married person dealing with her sole and separate property, last officers and directors of Blue Flame Gas Co. of Coeur d'Alene, a dissolved Idaho corporation, hereinafter referred to as Grantors, owning property legally described in Exhibit "A" attached hereto and incorporated herein by reference situated in, Coeur d'Alene, Kootenai County, Idaho, for value received, do hereby grant unto the CITY OF COEUR D'ALENE, Kootenai County, Idaho, a municipal corporation of the State of Idaho, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, hereinafter referred to as Grantee, and its successors and assigns, an easement to go upon, occupy, the land together with the right of ingress and egress to and from said property for the purpose of demolition and removal of an approximately 1086 square foot, one story, two bedroom, one bath, frame house with a carport attached to the rear of the house and shed, located at the northwest corner of Government Way and Dalton Avenue, addressed 5603 Government Way. Said house is owned by the Grantee and is situated partially on property owned by the Grantee and is situated partially on property owned by the Grantors and partially on the property owned by the Grantors which is described in Exhibit "A."

It is expressly intended that these burdens and restrictions shall run with the land and shall bind the Grantors, their successors and assigns.

IN WITNESS WHEREOF, the Grantors have set their hands and seal this 13th day of March, 1997.

GRANTORS:

MARRIED PERSONS DEALING WITH THEIR SOLE AND SEPARATE PROPERTY AND AS LAST DIRECTORS AND OFFICER OF BLUE FLAME GAS COMPANY, A DISSOLVED IDAHO CORPORATION.

Verna Gay Cory
Verna Gay Cory, Grantor

Janis Joy Dreschel
Janis Joy Dreschel, Grantor

Sandra Kay Phillips
Sandra Kay Phillips, Grantor

GRANT OF EASEMENT - 1

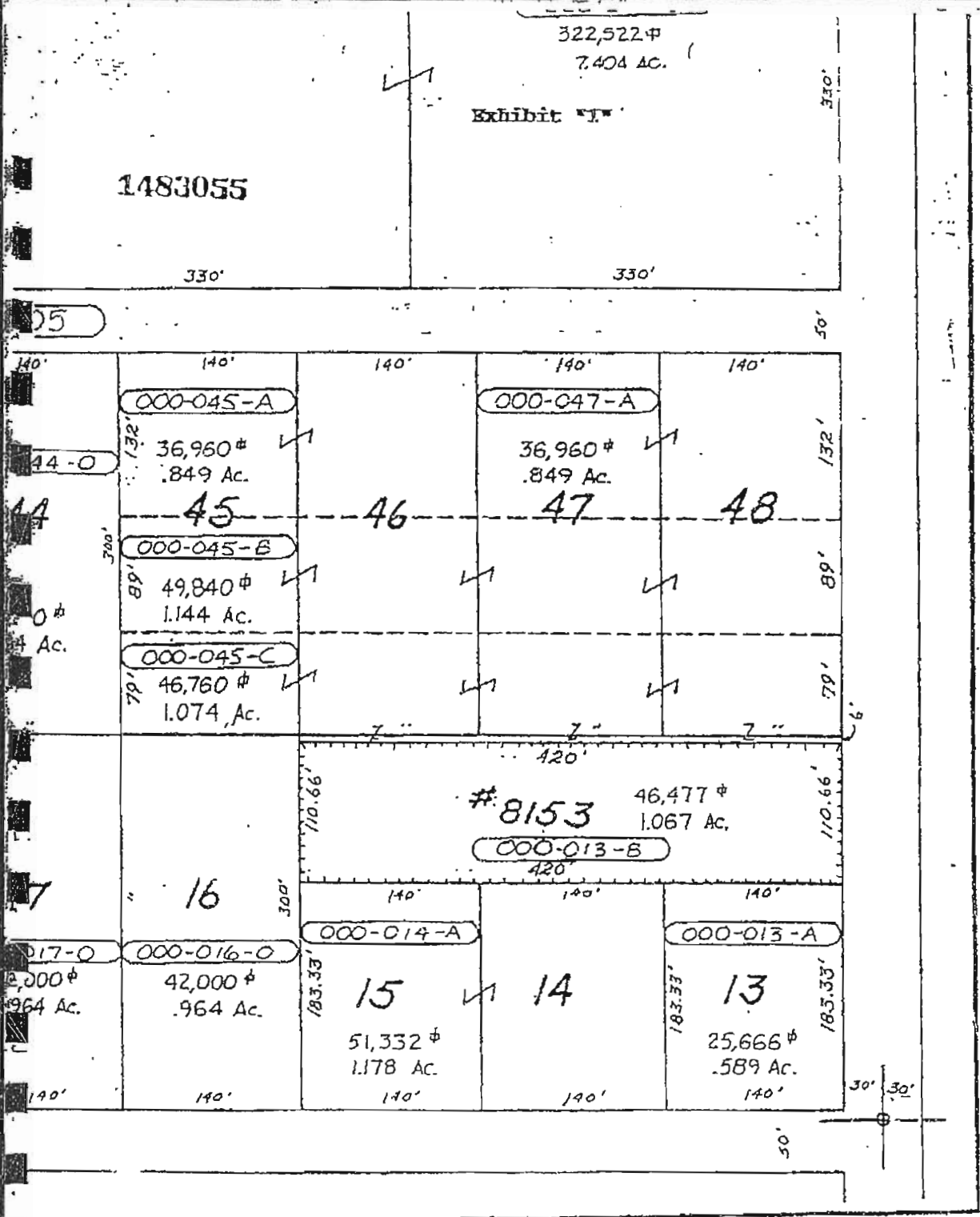
STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF }
KOOTENAI COUNTY-TITLE CO. }
MAR 17 1 46 PM '97
DANIEL J. ENGLISH }
DEPUTY }
FEES }
18.00

1483055

Exhibit "A"

The South 183.33 feet of Tract 13, First Addition to Meyerdale, county of Kootenai, State of Idaho as depicted in Exhibit "1" attached hereto and incorporated herein by reference and more particularly described as follows:

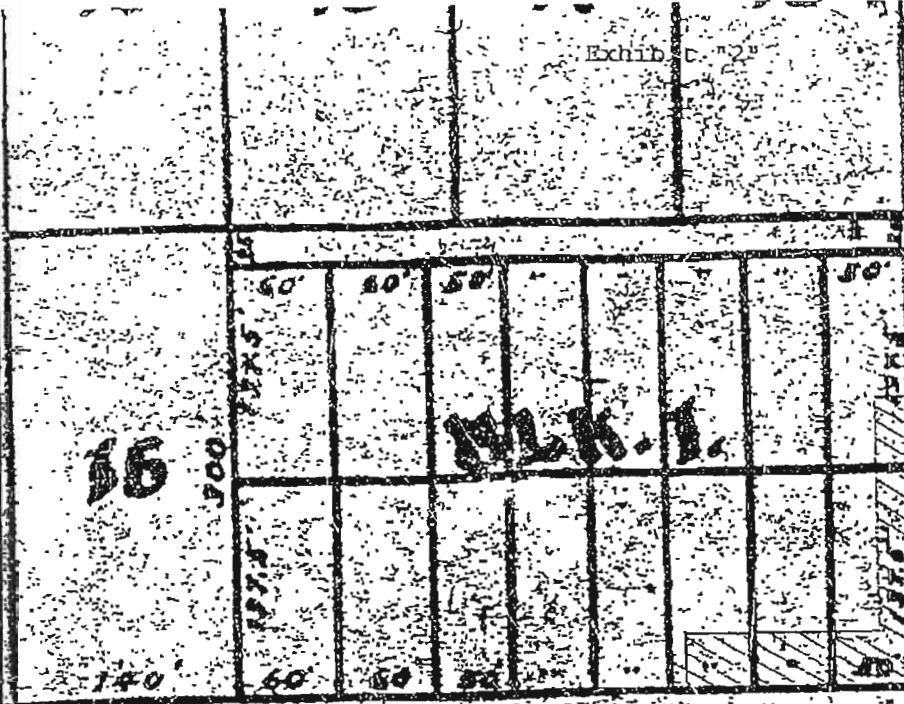
Beginning at the Southeast corner of Block 1, First Addition to Meyerdale, according to the plat recorded in Book "C" of Plats, page 3, thence North along the West right-of-way line of Government Way 183.33', thence West parallel with the North right-of-way line of Dalton Avenue 140', thence South parallel to the West right-of-way line of Government Way 183.33' to the North right-of-way line of Dalton Avenue, thence East along said North right-of-way line of Dalton Avenue 140' to the point of beginning as depicted in Exhibit "2" attached hereto and incorporated herein by reference.



17

1483055

Exhibit #2



16

M.L.A.

DALTON AVE

11

12

HOLLYWOOD

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 7, 2013
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Interagency Agreement for the Government Way, Hanley Ave. to
Prairie Ave. Reconstruction Project.**

DECISION POINT

To approve or deny the Interagency Agreement for cost sharing on the Government Way Hanley Avenue to Prairie Avenue reconstruction project.

HISTORY

Since 1993, Government Way has been in the process of being reconstructed from an unimproved two-lane street section, to the current five lane travel way w/ bike lanes and sidewalks. Because of the costs involved, the roadway gets completed in sections as federal highway funds become available. As the roadway has moved to the north, it has left the sole jurisdiction of the City of Coeur d'Alene and is now a multi-jurisdictional roadway.

This portion of Government Way from Hanley Avenue to Prairie Avenue is the last portion of Gov't Way to be reconstructed, and, it is under the jurisdiction of two (2) municipal corporations (Hayden & CdA), and one (1) political subdivision (Lakes Highway District).

PERFORMANCE ANALYSIS

The City of CdA being the largest stakeholder in the group, and the municipality that has sponsored the previous phases of construction and therefore the most familiar with the State/Federal processes, agreed to be designated as the "Sponsor" of this final phase.

The Interagency Agreement was drawn up by the law firm of Mason & Stricklin who serve as city attorney's for the cities of Post Falls and Hayden, and, was reviewed and approved by the City Legal staff. The Commissioners for the Post Falls Highway District approved the agreement at their Sept. 9 meeting, and, the Hayden City Council approved the agreement at their Sept. 25 meeting.

FINANCIAL ANALYSIS

As with all federally funded projects, there is a financial impact to the Sponsor. The federal financial participation is the same as the previous Gov't Way projects at the rate of 92.66%, with the balance of 7.34% being borne by the sponsor. That 7.34% has been further divided up between the three participants (CdA 50%/Lakes 30%/Hayden 20%) based upon the proportion of affected roadway in each jurisdiction. The agreement also delineates that costs not covered by the federal funding would be managed per the stated proportions, unless they solely serve one entity, in which case they will be borne solely by that entity.

SUMMARY

Due to the multi-jurisdictional boundaries (CdA, Hayden, Lakes Hwy. Dist.) that are impacted by the final phase of the Government Way reconstruction, installation of an "interagency agreement" is necessary. This agreement delineates responsibilities and apportions the 7.34% contribution that is typically part of federally funded road projects between the impacted agencies. The pro-rata shares are based upon the amount of the roadway that is under the jurisdiction of each group.

The Lakes Highway District Commissioners and the City of Hayden City Council have previously approved the agreement that is being presented to the Public Works Committee. Staff is requesting that the Committee approve the agreement and forward the recommendation for approval on to the City Council.

INTERAGENCY AGREEMENT
GOVERNMENT WAY PROJECT
HANLEY TO PRAIRIE

This Agreement is made and entered into by and between the city of Hayden, a municipal corporation, the city of Coeur d'Alene, a municipal corporation, and Lakes Highway District, a political subdivision of the state of Idaho created pursuant to title 40, chapter 13 Idaho Code, "Lakes."

WHEREAS, Federal-Aid funding has been obtained through the Idaho Transportation Department to widen and otherwise improve Government Way from the Hanley Ave./Government Way intersection north to Prairie Ave./Government Way intersection (Project No. A012(308)), hereinafter "Project" ; and

WHEREAS, that stretch of Government Way is located partially within the jurisdictional boundaries of Coeur d'Alene, partially within the jurisdictional boundaries of Hayden and partially within the jurisdictional boundaries of Lakes Highway District; and

WHEREAS, to facilitate coordination of the project the parties have agreed to designate Coeur d'Alene as the Sponsor of the project for the purpose of obtaining the funding, and Project Coordinator for the purpose of acquiring any needed right-of-way, contracting for engineering and construction of the project, and managing construction, subject to the terms of this Agreement.

NOW THEREFORE, it is agreed as follows:

SECTION I. STATE/LOCAL AGREEMENT

This Agreement shall be subject to the terms of the State/Local Agreement entered into by the city of Coeur d'Alene as the Sponsor of the SMA-7155 N Government Way; Hanley Ave. to Prairie Ave Project, Key No. 12308 (Project No. A-12(308)) dated May 3, 2011 for design and the a subsequent agreement to be entered into for the construction of the Project.

SECTION II. FUNDING

1. All federal funding for this Project shall be received and distributed by the city of Coeur d'Alene.

2. The federal aid funding participation in the Project is at the rate of 92.66%, with the remaining 7.34% to be provided by the local jurisdictions. The parties agree that the local participation shall be shared by the parties to this agreement based on their proportion share of the Project as follows:

Coeur d'Alene	50%
---------------	-----

Lakes Highway District	30%
Hayden	20%

3. Any costs which are not included in the federal funding associated with the Project shall be shared by the parties using the proportionate shares set out in Paragraph 1 above, unless those costs are related to the extension or replacement of water or sewer utilities or those costs relate solely to improvements within a portion of the Project that is exclusively within the jurisdiction of one of the parties and is for the sole benefit of that party. If there is such an event, the cost shall be borne by the benefitted party. Internal costs for staff and other overhead costs incurred by Coeur d'Alene as the Sponsor and Project Coordinator shall be the sole expense of Coeur d'Alene and shall not be charged to the other parties as Project costs.

4. Sewer and Water Utilities. All costs for the installation of new or replacement water and/or sewer lines owned by one of the parties shall be the sole responsibility of the party owning the water or sewer utility.

5. Appropriations. It is understood and agreed that the parties are all governmental entities and this Agreement shall in no way be construed so as to bind or obligate any of the parties beyond the term of any particular appropriation of funds as may exist from time to time.

SECTION III. ENGINEER SELECTION

Each of the parties shall be entitled to designate a representative to participate in a qualification based selection process for the design engineer for the Project. Any party may waive its right to participate in that process.

SECTION IV. DESIGN REVIEW

1. During the design phase of the Project, the Hayden Public Works Director, the Coeur d'Alene City Engineer and the Director of Highway for Lakes shall meet with the design engineer to review design plans at the following intervals: thirty percent (30%) complete, sixty percent (60%) complete, and ninety percent (90%) complete. At least thirty (30) days prior to Coeur d'Alene giving final design and plan approval for the Project, Coeur d'Alene shall provide a copy of the proposed design to the Hayden Public Works Director and to the Director of Highway for Lakes for their review and the review by their governing boards. Coeur d'Alene agrees to work cooperatively with Lakes and Hayden to provide a design that meets the adopted transportation plan and standards for each of the parties. Coeur d'Alene agrees to make any modifications to the design and plan that are necessary to meet those standards. In the event one of the parties requests modifications that are not consistent with its adopted transportation plan and standards, and the requested changes increase the cost of the Project in excess of Ten Thousand dollars (\$10,000), the requesting party shall be responsible for all costs associated with the requested change.

2. If, within thirty (30) days from the date Coeur d'Alene provides Hayden and Lakes a copy of the proposed design and plan for review by their governing boards, Coeur d'Alene has

not received a response from Hayden or Lakes the design and plan shall be deemed approved by Hayden and Lakes and Coeur d'Alene may move forward with the final approval.

3. Once final design and bid specification have been prepared, and at least fifteen (15) days before a contract for construction is awarded, the design and bid specifications shall be provided to each of the parties for the approval by their governing body relating to that portion of the Project within its jurisdiction in accordance with Idaho Code § 6-904(7).

SECTION V. RIGHT OF WAY ACQUISITION

1. By entering into this Agreement, both Hayden and Lakes authorize Coeur d'Alene to act as their agent for the purpose of acquiring the necessary right-of-way within the jurisdiction of Hayden and Lakes to construct the Project.

2. Coeur d'Alene agrees to follow the process outlined in Idaho Code, as well as the process for federal-aid projects, to acquire the required right-of-way.

3. Right-of-way acquired within the jurisdictional boundaries of a party shall be acquired in the name of that party.

a. At the time of this agreement, any right-of-way north of Aqua lies within the jurisdictional boundaries of Lakes. Following acquisition of the required right-of-way, it shall be the responsibility of Hayden to work with Dalton Gardens to facilitate the deannexation of this strip of right-of-way from Lakes' jurisdiction and annexation of this strip into Hayden city limits as may be lawfully annexed into Hayden pursuant to I.C. 50-222(2).

b. Right-of-way north of Hanley and south of the north side of Aqua lies within Lakes jurisdictional boundaries. Following acquisition of the required right-of-way, it shall be the responsibility of Coeur d'Alene to work with Dalton Gardens to facilitate the deannexation of this strip of right-of-way from Lakes' jurisdiction and annexation of this strip into Coeur d'Alene city limits as may be lawfully annexed into Coeur d'Alene pursuant to I.C. 50-222(2).

4. In the event that the acquisition of right-of-way will require filing of a suit pursuant to Idaho Code Title 7, Chapter 7a, Coeur d'Alene shall consult with the party within whose jurisdiction the right-of-way lies prior to authorizing the commencement of such an action.

SECTION VI. CONSTRUCTION MANAGEMENT CONSULTANT

Coeur d'Alene may engage a construction management consultant to oversee the project on behalf of the parties. Each of the parties shall be entitled to designate a representative to participate in the consultant selection process. Any party may waive its right to participate in the consultant selection process.

SECTION VII. CONSTRUCTION CONTRACT

The construction contract for this Project shall be let in accordance with Idaho Code § 67-2805 and Idaho Code §§ 54-1902 through 54-1904E, Idaho Code § 54-1926 and any other relevant state and federal regulations relating to public works Projects and bidding.

SECTION VII. CHANGE ORDERS

Any add change orders that exceed Ten Thousand Dollars (\$10,000) shall be submitted to all of the entities for review and approval. Approval shall not be unreasonably withheld. Failure by a party to provide approval or disapproval of a change order within twenty (20) calendar days of receipt of the change order shall be deemed as approval of the change order.

SECTION VIII. PROJECT CLOSE OUT

Prior to close out of the Project, each party shall inspect that portion of the Project that lies within its jurisdiction and provide to Coeur d'Alene, or the Construction Management Consultant, a written list of all defects that need to be corrected before close out. In the event that there is a dispute between the party and the Construction Management Consultant as to whether there exists a defect and the cure, all three parties shall meet with the Project engineer to resolve the dispute. If the dispute cannot be resolved, the parties agree to submit to mediation.

SECTION VIII. RECORDS

All records relating to this Project maintained by Coeur d'Alene shall be available for inspection by Hayden or Lakes at any time during regular business hours.

SECTION IX. ENFORCEMENT

This Agreement may be enforced by a cause of action for specific performance. Venue for any cause of action shall be in Kootenai County, Idaho. The prevailing party shall be entitled to reasonable attorney fees and costs.

SECTION X. ENTIRE AGREEMENT

This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

SECTION XI. EFFECTIVE DATE

This Agreement shall be effective the date of its execution by the last party to execute the Agreement.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor
Date: _____

CITY OF HAYDEN



Ronald B. McIntire, Mayor
Date: 25 Sept 2018

ATTEST:

Renata McLeod, City Clerk

LAKES HIGHWAY DISTRICT

Rod Twete, Chairman

Date: 9/9/13

ATTEST:

Bonny A. Flagg
Bonny Flagg, Secretary

ATTEST:

Abigail Landis
~~Vicki Rutherford, City Clerk~~
Abigail Landis, Interim Deputy Clerk

Staff Report

To: Public Works Committee
From: H. Sid Fredrickson, Wastewater Supt.
Date: October 7, 1013
Subj: New agreement of Spokane River Stewardship Partners (SRSP)

DECISION POINT: Council may wish to authorize Coeur d'Alene's share of on-going cost for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force. Facilitation not to exceed \$8,043 and. Technical support of the toxics task force not to exceed \$9,254.

HISTORY: Hubbard Gray Consultants was hired several years ago to assist the Spokane River Stewardship Partners (SRSP) with tackling the issues surrounding the TMDL and now the toxics task force to reduce the amount of PCBs entering the river. Hubbard Gray is no longer available. RFPs were sent to several consulting firms. Four were interviewed and Dally Environmental LLC was chosen to act as the facilitator for the Spokane River Stewardship Partners (SRSP).

This amendment to the MOU is shared among the 9 partners and 10 subdivisions (Spokane's stormwater utility is the tenth.). It will allow facilitation services until the end of 2013. By then it is anticipated that work on the toxics task force will be ongoing for several years.

FINANCIAL ANALYSIS: The cost will not exceed a total of \$17,297 and is budgeted under "PCB Toxics Management Plan" with a total of \$100,000.

There are 3 funding efforts in the agreement:

- | | | |
|-------------------------|-------------------|--------------------------------|
| • Facilitation | Total - \$100,000 | City's share - \$ 8,043 |
| • Toxics Business Plan | Total - \$100,000 | City's share - 0 |
| • Toxics Technical Plan | Total - \$150,000 | <u>City's share - \$ 9,254</u> |
| • Total City share | | \$17,297 |

The city cannot legally participate in the business plan.

PERFORMANCE ANALYSIS: The SRSP with the help of a facilitator has been successful in having the agencies adopt uniform phosphorus levels that all believe can be achieved. The Spokane River Regional Toxics Task Force is charged with making significant reductions in the amount of PCBs entering the river. Attached is the new agreement among the members of the SRSP.

DECISION POINT: Council may wish to authorize Coeur d'Alene's share of on-going cost for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force. Facilitation not to exceed \$8,043 and. Technical support of the toxics task force not to exceed \$9,254.

**AGREEMENT
REGARDING SPOKANE RIVER STEWARDSHIP PARTNERS
FUNDING /COST SHARE ALLOCATIONS**

THIS AGREEMENT is made and entered into by and among the members of the Spokane River Stewardship Partners (SRSP) ("Partners") and other entities electing to participate with SRSP, "Entities") whose authorized representatives have executed this Agreement (Partners and Entities are collectively, the "Participants" and individually, a "Participant").

PURPOSE

The purpose of this Agreement is: (1) to memorialize the past agreements for allocation among the Participants of any administrative and technical costs incurred by the SRSP for the purpose of addressing common water quality issues related to the Spokane River; (2) to provide a basis to allocate among the Participants any future administrative and technical costs incurred pursuant to this Agreement; and (3) recognize that any allocations of costs are subject to individual Participant's regular appropriation/payment procedures. A list of Participants along with their current effluent discharge flows is included as Exhibit A. This Agreement shall be effective through December 2014.

RECITALS

WHEREAS, the Participants hold National Pollution Discharge Elimination System (NPDES) Permits for discharge into the Spokane River or their operations are otherwise impacted by water quality issues related to the Spokane River and Lake Spokane; and

WHEREAS, the Participants desire to enter into this Agreement to memorialize the discussions regarding the funding and cost share allocations among the Participants to address common water quality issues related to the Spokane River; and

WHEREAS, the Participants desire to devote their cooperative efforts and resources to efficiently address common water quality issues related to the Spokane River and Lake Spokane; and

WHEREAS, the Participants recognize that any cost allocations or contractual obligations assessed towards an individual Participant, must be approved by the individual Participant's regular appropriation/payment procedures, which may include a legislative body; and

WHEREAS, eight of the Participants in this agreement also participate in and are members of the Spokane River Regional Toxics Task Force (SRRTTF), and understand that additional members of the SRRTTF intend to contribute to the costs incurred for the SRRTTF related work, which is separate from this Agreement;

WHEREAS, the attachments to this Agreement represent the discussions and agreements between Participants for the SRSP and SRRTTF coordination, support and facilitation activities and are now converted into percentage shares relating to the funding of the cooperative efforts; and -

Final SRSP Funding Agreement ver 9_ 8-26-2013

NOW, THEREFORE, the Participants do hereby agree as follows:

FINANCIAL AGREEMENTS

In the past years, the Spokane River Stewardship Partners (SRSP), by unanimous consent, have agreed to fund a cooperative efforts (including facilitation, administrative support, and/or technical consulting). For the term of this Agreement, the Participants agree to pay shared costs according to the Cost Allocation Formulas set forth in the attached Exhibits B-1 through B-3. It is understood that future cooperative efforts which are agreed to be funded by the SRSP shall be subject to each individual Participant's regular appropriation/payment procedures and funding limitations set by each Participant's governing board/authority and shall be established by Addenda to this Agreement extending the term in additional one year increments. In the event any of the Participants elects to no longer participate after the initial year or any subsequent extension, the proportional cost shares allocations will be recalculated and reflected in the Addendum for that year or the scope of work will be amended to reduce the costs in order to keep the funding at the same dollar amount as the previous year for each original Participant wishing to continue participating in the funding.

OTHER TERMS

1. Amendments: This Agreement may be changed, amended or modified at any time through a written amendment to the Agreement mutually agreed upon and signed by all Participants.
2. Term: This Agreement is effective when signed by all Participants and will continue in effect through December 31, 2014. This Agreement may be annually extended through Addenda signed by those Participants that agree to the extension and shall only be binding on those Participants that execute the Addendum. Should a Participant determine to no longer participate in the SRSP, the remaining Participants will decide to either continue or dissolve the SRSP.
3. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Cost Allocations: The cost allocations set out in Exhibit B are hypothetical dollar amounts provided solely for the purpose of demonstrating how the costs will be allocated. On an annual basis and prior to incurring any expenses, SRSP will provide to each of the Participants a summary of the accrued costs to date and budgeted future costs. Should there be an increased cost allocation following the annual Addenda and annual determination of costs, a Participant may terminate participation upon sixty (60) days written notice. This termination provision is based on the necessity for the Participants that are governmental entities to follow their respective appropriation/payment procedures and laws.
5. Non-Waiver: No waiver by any Participant of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that Participant in the future.

Final SRSP Funding Agreement ver 9_ 8-26-2013

6. Flow calculations: On an annual basis, flow rates shall be reviewed and adjusted as necessary.
7. Entire Agreement: This Agreement contains the entire understandings of the Participants. No representations, promises, or agreements not expressed herein have been made to induce the Participants to sign this Agreement.
8. Appropriation Procedures: The Participants specifically recognize that each Participant has appropriation/payment procedures and rules which must be followed.
9. Compliance with Laws: The Participants shall observe all federal, state, and local laws, ordinances and regulations to the extent they may be applicable to the terms of the Agreement.

The rationale for each cost share formula is as follows:

B-1: SRSP Coordination, Support and Facilitation

For SRSP Coordination, Support and Facilitation, the City of Spokane will pay 13.04% of the total cost of Spokane River Dissolved Oxygen Total Maximum Daily Load (DO TMDL) and Spokane River Regional Toxic Task Force (SRRTTF) related work for its wastewater contribution and an additional 13.04% for stormwater. The other dischargers (from both Washington and Idaho), will pay shares based on the proportion of their current flows for support related to both DO TMDL and SRRTTF. Avista will pay 13.04% for support related to DO TMDL. This results in a cost share allocation formula assigning 13.04% of the cost to Avista (DO TMDL related costs only) and 26.08% to the City of Spokane (DO TMDL and SRRTTF related costs). The remaining Participants costs for both DO TMDL and SRRTTF are split by flow-based percentages presented in Table 1 of the attached Exhibit A.

B-2: SRRTTF Business Entity – Administration/operations costs

For SRRTTF Business Entity related expenses, the City of Spokane will pay dues constituting 16.12% of the Business Entity cost representing a wastewater discharge and an additional 16.12% representing a stormwater discharge. The other WA dischargers will pay shares/dues based on their proportion of current flows. If Idaho dischargers decide or are required to participate in the SRRTTF, their funding contributions will be based on their proportion of current flows and be incorporated through an Agreement with the SRRTTF Administrative and the Contracting Entity (ACE).

B-3: SRRTTF Technical Advisor Work Plan Development Costs

The SRSP Member's portion of the SRRTTF Technical Advisor costs to develop the SRRTTF work plan: All Washington dischargers will pay shares based on their

Final SRSP Funding Agreement ver 9_ 8-26-2013

proportion of current flows. If Idaho dischargers decide or are required to participate in the SRRTTF, their funding contributions will be based on their proportion of current flows and be incorporated through an Agreement with ACE. ACE By-Laws, Section 4.3 provide that the ACE Board of Directors shall determine an equitable apportionment between Members/Participants to fund specific projects and specific contractual obligation based on the purpose of the SRRTTF and regulatory requirements.

SRRTTF technical work plan implementation and sampling costs: All SRRTTF Participants agree the cost allocation for the technical work plan implementation and sampling costs shall be apportioned to individual dischargers based on the work plan details, benefits received and relevance to individual SRRTTF participant's functions and regulatory requirements. Idaho dischargers, if participants in the SRRTTF, will also provide funding contributions based on the same conditions as above which would be incorporated through a separate Agreement with ACE.

IN WITNESS WHEREOF, the Participants hereto, by and through their appointed representatives, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Signature Pages

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

Avista Corporation

By _____

Its: _____

Spokane County

By _____

Its: _____

City of Spokane

By _____

Its: _____

City of Coeur d'Alene

By _____

Its: _____

City of Post Falls

By _____

Its: _____

Liberty Lake Sewer and Water District

By _____

Its: _____

Kaiser Aluminum Fabricated Products, LLC

By _____

Its: _____

Inland Empire Paper Company

By _____

Its: _____

Hayden Area Regional Sewer Board

By _____

Its: _____

Exhibits

Exhibit A Participating Entities and Flow Basis

Exhibit B Cost Allocation Formulas

- ❖ **B-1: SRSP Coordination, Support & Facilitation**
- ❖ **B-2A: SRRTTF Business Entity – Administration/operations costs (WA and Idaho)**
- ❖ **B-2B: SRRTTF Business Entity – Administration/operations costs (WA Only)**
- ❖ **B-3: SRRTTF technical advisor work plan development costs**

Exhibit A

Participating Entities and Flow Basis

Dissolved Oxygen TMDL Water Quality Related Matters

Avista Corporation
City of Coeur d'Alene
Hayden Area Regional Sewer Board
Liberty Lake Sewer and Water District
City of Post Falls
City of Spokane
Inland Empire Paper Company
Kaiser Aluminum
Spokane County

PCB Water Quality Related Matters

City of Coeur d'Alene
Hayden Area Regional Sewer Board
Liberty Lake Sewer and Water District
City of Post Falls
City of Spokane
Inland Empire Paper Company
Kaiser Aluminum
Spokane County

Table 1: SRSP discharger flows⁽¹⁾ and proportions

SRSP Discharger Member	Current flow (MGD)	Amount of total current flow
Avista	n/a	n/a
City of Spokane	31.1	0.533
Kaiser (2)	9.1	0.156
Spokane County	6.9	0.118
Post Falls	2.6	0.045
Coeur d'Alene	3.6	0.062
IEP	3	0.051
HARSB	1.2	0.021
Liberty Lake	0.85	0.015

Total current flow 58.35

- (1) 2012 Flows
- (2) Does not include Kaiser groundwater remediation flow
- (3) Current Flow to be adjusted annually

Exhibit B
Cost Allocation Formulas

B-1: SRSP Coordination, Support & Facilitation

Example based on \$100,000 cost share with both WA and ID dischargers

SRSP Member		Fixed Cost Percentage	Cost Share Based On	SRSP Member Cost Percentage
			\$ 100,000	
City of Spokane Wastewater		13.04%	\$ 13,040	13.04%
City of Spokane Stormwater		13.04%	\$ 13,040	13.04%
Avista (1)		13.04%	\$ 13,040	13.04%
SUBTOTAL			\$39,120	
The remaining SRSP Members will share the remaining costs base on their flow split.				
	Current Flow MGD	Member Flow Percentage	Remaining Cost Share Amount	SRSP Member Cost Percentage
			\$ 60,880	
Kaiser	9.1	33.4%	\$ 20,331	20.33%
Spokane County	6.9	25.3%	\$ 15,415	15.42%
Post Falls	2.6	9.5%	\$ 5,809	5.81%
Coeur d'Alene	3.6	13.2%	\$ 8,043	8.04%
IEP	3	11.0%	\$ 6,702	6.70%
HARSB	1.2	4.4%	\$ 2,681	2.68%
Liberty Lake	0.85	3.1%	\$ 1,899	1.90%
Total Flow	27.25			

B-2A: SRRTTF Business Entity – Administration/operations costs (WA and Idaho)

Example based on \$100,000 cost share with both WA and ID dischargers

SRSP Member		Fixed Cost Percentage	Cost Share Based On	SRSP Member Cost Percentage
			\$ 100,000	
City of Spokane Wastewater		16.12%	\$ 16,121	16.12%
City of Spokane Stormwater		16.12%	\$ 16,121	16.12%
SUBTOTAL			\$32,242	
The remaining SRSP Members will share the remaining costs based on their flow split.				
	Current Flow MGD	Member Flow Percentage	Remaining Cost Share Amount	SRSP Member Cost Percentage
			\$ 67,758	
Kaiser	9.1	33.4%	\$ 22,627	22.63%
Spokane County	6.9	25.3%	\$ 17,157	17.16%
Post Falls	2.6	9.5%	\$ 6,465	6.46%
Coeur d’Alene	3.6	13.2%	\$ 8,952	8.95%
IEP	3	11.0%	\$ 7,460	7.46%
HARSB	1.2	4.4%	\$ 2,984	2.98%
Liberty Lake	0.85	3.1%	\$ 2,114	2.11%
SRSP Member	27.25			

B-2B: SRRTTF Business Entity – Administration/operations costs (WA Only)

Example based on \$100,000 cost share with WA dischargers only

SRSP Member		Fixed Cost Percentage	Cost Share Based On	SRSP Member Cost Percentage
			\$ 100,000	
City of Spokane Wastewater		23.05%	\$23,054	23.05%
City of Spokane Stormwater		23.05%	\$23,054	23.05%
SUBTOTAL			\$46,108	
The remaining WA SRSP Members will share the remaining costs based on their flow split.				
	Current Flow MGD	Member Flow Percentage	Remaining Cost Share Amount	SRSP Member Cost Percentage
			\$ 53,892	
Kaiser	9.1	45.8%	\$24,706	24.71%
Spokane County	6.9	34.8%	\$18,733	18.73%
IEP	3	15.1%	\$8,145	8.14%
Liberty Lake	0.85	4.3%	\$2,308	2.31%

19.85

B-3: SRRTTF technical advisor work plan development costs

Example based on \$150,000 cost share with both WA and ID dischargers

SRSP Discharger Member	Current flow (MGD)	Amount of total current flow	Cost Share
City of Spokane	31.1	0.533	\$79,949
Kaiser (1)	9.1	0.156	\$23,393
Spokane County	6.9	0.118	\$17,738
Post Falls	2.6	0.045	\$6,684
Coeur d'Alene	3.6	0.062	\$9,254
IEP	3	0.051	\$7,712
HARSB	1.2	0.021	\$3,085
Liberty Lake	0.85	0.015	\$2,185

Based on:

Number of dischargers		9	
Total current flow	58.35		
Total Cost Basis	\$150,000		
Total Discharger Contribution			\$150,000

Notes:

1. does not include Kaiser groundwater remediation flow

Example based on \$150,000 cost share with WA dischargers only

SRSP Discharger Member	Current flow (MGD)	Amount of total current flow	Cost Share
City of Spokane	31.1	0.610	\$91,560
Kaiser (1)	9.1	0.179	\$26,791
Spokane County	6.9	0.135	\$20,314
IEP	3	0.059	\$8,832
Liberty Lake	0.85	0.017	\$2,502

Based on:

Number of dischargers		5	
Total current flow	50.95		
Total Cost Basis	\$150,000		
Total Discharger Contribution			\$150,000

Notes:

1. does not include Kaiser groundwater remediation flow

STAFF REPORT

DATE: September 23, 2013

FROM: Mike Becker, Wastewater Utility Project Manager

SUBJECT: 2003 Freightliner Tank Truck #447

DECISION POINT: The Council is requested to approve declaration to surplus one 2003 Freightliner Tank Truck. Upon approval, this vehicle will be used as trade in towards the purchase of a comparable replacement tanker truck budgeted in fiscal year 2013-2014.

HISTORY: The 2003 Freightliner Tank Truck and its related equipment have required multiple repairs over the past couple of years and has exceeded its estimated useful life. This vehicle is used for daily sanitary sewer operations and maintenance and is vital for emergency call out operations.

FINANCIAL ANALYSIS: Based on the vehicle's history, the costs associated with its continued use will increase as routine maintenance and repairs increase. These costs do not account City's losses resulting from down time or diverted resources for the repairs. The \$120,000 budgeted amount combined with the \$24,000 trade-in allowance will cover the total replacement cost of a new vehicle with a larger tank.

PERFORMANCE ANALYSIS: The continued maintenance costs of the 2003 vehicle and related equipment would likely exceed the value of the vehicle over the next few years. Due to the necessity of this vehicle and its related equipment, a replacement will solicit bids from area suppliers.

DECISION POINT/RECOMMENDATION: Declare surplus of the 2003 Freightliner Tank Truck, VIN# 1FVABTAK03DK46113 to be used as a trade-in towards a replacement vehicle with a larger tank and related equipment.

STAFF REPORT

DATE: October 7, 2013

FROM: Mike Becker, Wastewater Utility Project Manager

SUBJECT: 2002 Ford F150 Utility Truck #440 (formerly #410)

DECISION POINT: The Council is requested to approve declaration to surplus one 2002 Ford F150 Utility Truck #440 (formerly #410). Upon approval, this vehicle will be used as a trade in towards the purchase of a replacement vehicle budgeted in fiscal year 2013-2014.

HISTORY: The 2002 Ford F150 Utility Truck has had increased maintenance and multiple repairs over the last few years and has exceeded its estimated useful life.

FINANCIAL ANALYSIS: The cost to maintain this equipment is greater due to the age of the vehicle and it is believed that the trade-in value offers the greatest benefit to the City. Kelly Blue Book lists the vehicle's value at \$2,738. The wastewater department has received quoted trade in allowances up to \$5,100 from local dealers.

PERFORMANCE ANALYSIS: The costs to continue to maintain the vehicle would likely exceed the-value of the vehicle over the next couple of years. Due to the necessity of this vehicle, its replacement has already been located and is awaiting trade-in and purchase.

DECISION POINT/RECOMMENDATION: Declare surplus of 2002 Ford F150 Truck, VIN# 2FTRF182X2CA43208 as a trade-in towards a replacement vehicle.

**PUBLIC WORKS
STAFF REPORT**

DATE: October 7, 2013

FROM: Tim Martin, Street Superintendent

SUBJECT: Acquisition / Lease Agreement with Rowand Machinery (John Deere) for new front end loaders

DECISION POINT:

To seek approval and authorization to have the Mayor sign the agreement for the acquisition of four new front end loaders.

HISTORY:

The 2013-14 Council approved financial plan includes authority to acquire this new equipment based on a "piggy-back" acquisition as allowed by Idaho code 67-2803 whereby the Idaho Transportation Department has done a procurement for front end loaders. Three new loaders will go to the Street Department and one for the Water Department. Based on that authority, staff looked at all options and asked for competitive quotes from two local dealers. The quotes included the desired snow tires and connections necessary to operate the snow gate.

FINANCIAL ANALYSIS:

The legal department will review the documents which will include four one year agreements at a cost of \$10,734.89 per year. The interest cost will be at 2.3%. The General Fund will pay rent to the Water Fund during the winter for snow plowing purposes. Based on the current quote from Rowand Machinery the General Fund will receive \$96,500.00 in trade in value on the (4) four existing city owned loaders.

PERFORMANCE ANALYSIS:

The City is currently spending approximately \$35,000.00 per year in annual repair and maintenance for the existing four loaders. The new equipment benefits include a bumper to bumper service and warrantee agreement. This will free up the City's mechanics to work on other necessary tasks. The Street Department has already reduced the repair and maintenance line item budget by \$35,000.00.

DECISION POINT/RECOMMENDATION:

To seek approval and authorization to have the Mayor sign the agreement for the acquisition of four new front end loaders.



Agreement No. _____

Lessee:	CUSTOMER NAME CUSTOMER ADDRESS
Lessor:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.



12. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	CUSTOMER NAME
	CUSTOMER ADDRESS
By: 	_____
Date: 	_____

LESSOR	DEERE CREDIT, INC.
	6400 NW 86 th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Title: _____	Date: _____

ANNOUNCEMENTS

PUBLIC HEARINGS

**CITY COUNCIL
STAFF REPORT**

DATE: October 15, 2013

FROM: Warren Wilson, Deputy City Attorney

SUBJECT: 0-1-13. Requested Amendments Regarding Location of Criminal Transitional Facilities.

DECISION POINT:

The City Council is asked to adopt the proposed amendments to the municipal code regarding the location of Criminal Transitional Facilities.

HISTORY:

The City Code currently only allows Criminal Transitional Facilities to locate in commercially zoned areas via the issuance of a Special Use Permit. Pioneer Human Services has requested that the code be amended to update the definition of Criminal Transitional Facility and to allow Criminal Transitional Facilities to locate in the Manufacturing and Light Manufacturing districts via the issuance of a Special Use Permit. Finally, the Commission may wish to consider whether some types of Criminal Transitional Facilities should be allowed by right in manufacturing areas or other changes to the types of requirements that the Commission is charged with determining through the Special Use Permit Process.

PERFORMANCE/QUALITY OF LIFE ANALYSIS:

1. Proposed Definition Change to M.C. 17.03.040(F):

The applicant has suggested amending the definition of Criminal Transitional Facility as follows:

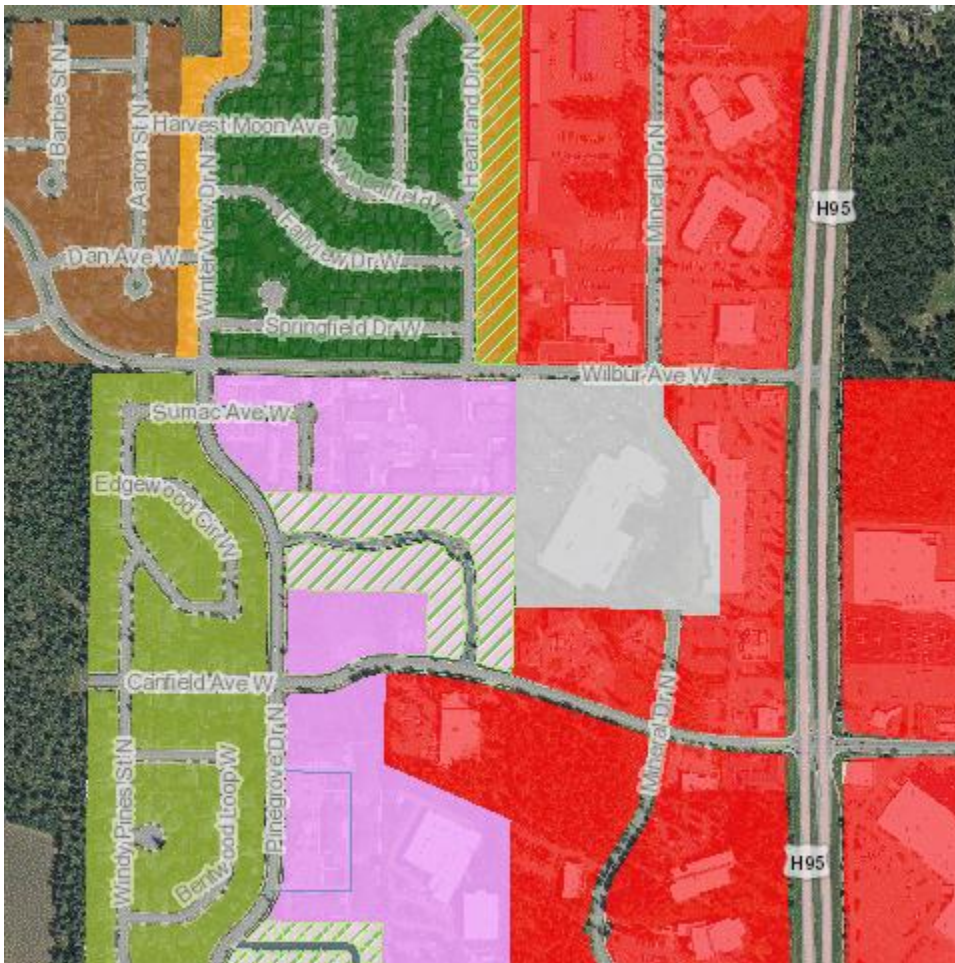
F. Criminal transitional facility: Providing transitional living accommodations for three (3) or more residents who are on probation, ~~or on parole or participating in early release programming while in the custody and/or control of the federal or state prison systems for a felony.~~ The maximum number and type of offenders, based on the offenses committed, the extent of supervision required, and the length of allowable transition period ~~may shall~~ be set by special use permit.

2. Allowing Criminal Transitional Facilities in the Manufacturing (M) and Light Manufacturing (LM) Zones:

Both the Manufacturing and Light Manufacturing District allow all commercial activities.

The following areas are zoned Manufacturing (M) or Light Manufacturing (LM):

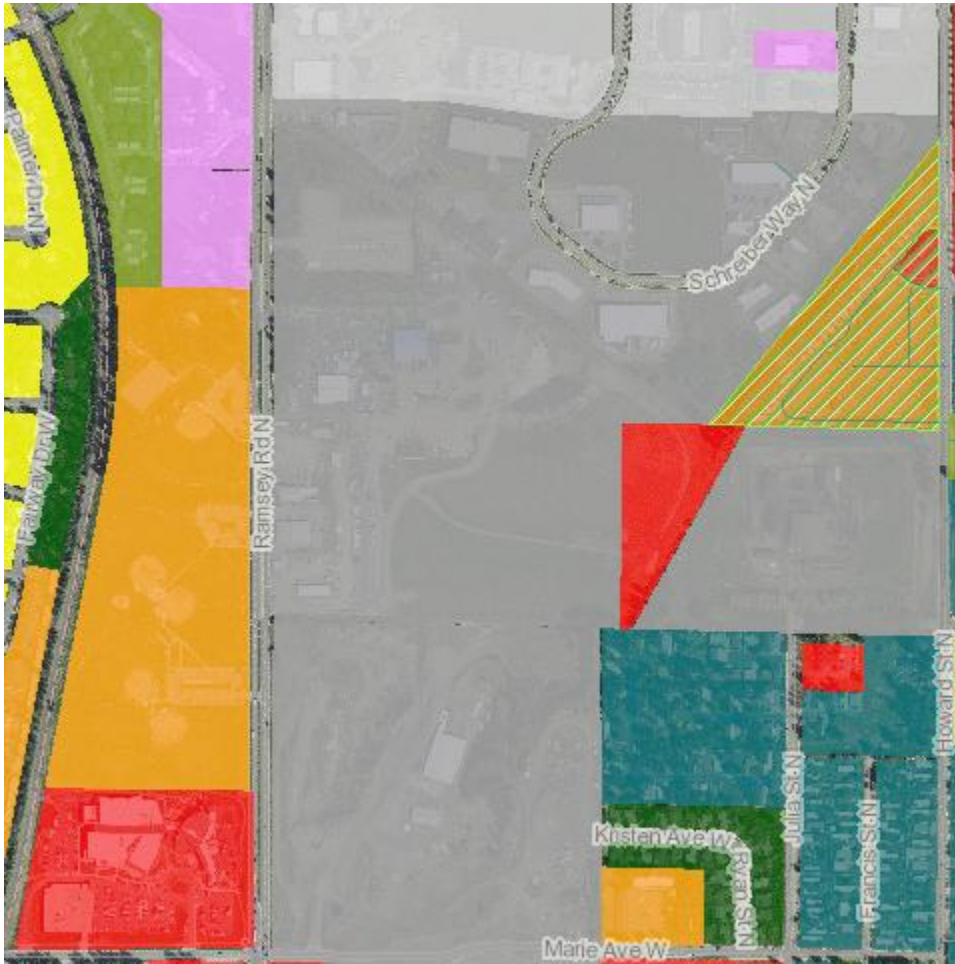
Wilbur Avenue Light Manufacturing:



Kathleen Avenue to Park Avenue Light Manufacturing:



Marie Avenue to Kathleen Avenue Manufacturing and Light Manufacturing:



Industrial Park Manufacturing:



DECISION POINT:

The City Council is asked to adopt the proposed amendments to the municipal code regarding the location of Criminal Transitional Facilities.



PIONEER
HUMAN SERVICES
AN OPPORTUNITY FOR CHANGE

7440 W Marginal Way S
Seattle, WA 98108

206.768.1990 tel | 206-768-8910 fax
www.pioneerhumanservices.org

July 16, 2013

Mr. Dave Yadon
City of Coeur d'Alene Planning Department
710 E. Mullan Avenue
Coeur d'Alene, Idaho 83814

**RE: *Pioneer Human Services
Request for Administrative Zoning Interpretation***

Dear Mr. Yadon:

Pioneer Human Services is interested in siting a Residential Reentry Facility in the City of Coeur d'Alene pursuant to a contract with the Federal Bureau of Prisons. Before applying for a special use permit, Pioneer would like to confirm that this type of facility fits within the definition of a "Criminal Transitional Facility" under the City's zoning code. Pioneer is working to identify an appropriately zoned site and to complete substantial additional due diligence. It is therefore important to determine early in the process that our facility, assuming compliance with all lawful conditions and requirements, would preliminarily qualify for any necessary land use permit.

By way of background, Pioneer is a leading provider of counseling, transitional and substance treatment services in the Northwest for over fifty years. Pioneer's Residential Reentry Facility houses and develops skills for individuals who are completing the remaining twelve months of a sentence for a federal crime. The residents will be not be new residents to North Idaho, but rather will have designated their place of release as the North Idaho region based upon their prior residency or connectedness to the region. They are still under the custody of the Federal Bureau of Prisons as they are completing the remainder of their sentence. The facility will provide between 21 and 43 beds with lockdown hours, meals, bathing facilities, exercise rooms, counseling facilities and administrative offices.

The facility will also provide for an on-site training facility to develop employment-readiness and manufacturing skills for its residents. These skills are designed to reduce the potential for re-offending and provide marketable workforce skills. If permitted, Pioneer expects that its facility will introduce millions of dollars into the local economy through both the development of the facility, job creation and mandated subcontracting with local small businesses. In addition, the agreement with the Federal Bureau of Prisons obligates Pioneer to use local contractors and minority owned businesses.

Pioneer understands that the City's zoning code equates this type of use with that of a "Criminal Transitional Facility." Section 17.03.040(F) of the City code defines a "Criminal Transitional Facility" as:

·Providing transitional living accommodations for three (3) or more residents who are on probation or parole for a felony. The maximum number and type of offenders, based on the offenses committed, the extent of supervision required, and the length of allowable transition period shall be set by special use permit.

Pioneer further interprets the Coeur d'Alene City Code to permit the siting of Criminal Transitional Facilities only in the C-17 and C-17L zones under a special use permit, but currently does not permit such a use within either the Manufacturing or Light Manufacturing zones. If this interpretation is incorrect, please advise. Further, we would want to know whether an attached occupational and manufacturing academy would require additional permitting beyond that of a special use permit of the type referenced above.

The definition of "Criminal Transitional Facility cited above utilizes the term "parole." Since 1984, the Federal Bureau of Prisons no longer provides for traditional "parole" for federal crimes. Before the use of "parole" was abolished, it was considered to be a conditional release from incarceration prior to the termination of a sentence. In lieu of "parole," the Federal Bureau of Provisions provides for the use of a Residential Reentry Facility enabling inmates to fill out the remainder of their unexpired sentence, provided a resident satisfies the prerequisites of the program. Such pre-release residents reside at the facility, receive training at the facility and are employed in the community. The two definitions appear to be functionally equivalent by providing for the same type of conditional release from incarceration to persons still under sentence from a federal crime.

Pioneer kindly asks that the City confirm its understanding that this type of facility would fall within the definition of "Criminal Transitional Facility," therefore enabling it to apply for a special use permit from the City.

Thank you for your assistance in this matter and please do not hesitate to contact me should you have any questions.

Sincerely,



Steve Woolworth
Vice President, Adult and Juvenile Reentry

Applicant: Denny Davis
Request: Amend Section 17.03.040 of the zoning code
"Criminal Transitional Facility"
LEGISLATIVE (0-1-13)

Deputy City Attorney Wilson presented a power point and explained that Pioneer Human Services has requested that the code be amended to update the definition of Criminal Transitional Facility and to allow Criminal Transitional Facilities to locate in the Manufacturing and Light manufacturing districts via the issuance of a Special Use Permit and to amend the definition of Criminal Transitional Facility.

Public testimony open:

Denny Davis, 608 Northwest Boulevard, stated his client operates 10 of the 16 state work release facilities, three of the four federal residential reentry services, and the only juvenile offender basic training camp in the state. He added that they have three facilities in Washington: Seattle, Tacoma and Spokane. He explained the difference between their facility and other programs currently in operation. He feels that the program his client represents is a unique combination that fits well in the manufacturing area and is before the commission for review.

Steve Woolworth, 7440 S. Marjinal Way, Vice President, Adult and Juvenile Reentry, Seattle WA, stated that Pioneer is the largest provider of reentry programs in Washington. They operate 10 of the 16 state work release facilities, three of the four federal residential reentry services, and the only juvenile offender basic training camp in the state. The goal of these programs is to give people the tools they need to successfully transition from incarceration back into the community. He stated that Pioneer is a facility that prepares trainees for employment. Upon entrance, trainees take a comprehensive assessment that serves as the basis for their employment plan. In 2012, 136 trainees graduated from the program.

Commissioner Luttrupp referenced the proposed Definition Change to M.C. 17.03.04 (F) and would choose to keep shall rather than replacing that with may for reasons to develop a criteria with council for approving these type of facilities like the Port of Hope.

Commissioner Evans disagrees and feels that by using may gives the commission more flexibility when making a decision on a special use permit.

Commissioner Messina concurs with Commissioner Evans and feels by leaving shall is forced to make a decision rather than have a choice.

Commissioner Luttrupp stated he strongly feels a criteria needs to be established before another application like the Port of Hope comes before the commission.

Commissioner Evans stated she would like to adopt may and have staff schedule future workshops with council and invite professionals from various agencies who deal with this type situation daily. She feels that the Port of Hope was tough in making a decision and felt by having more education could make the process easier with future applications.

After further discussion, the Planning Commission approved the changes recommended by staff.

Motion by Messina, seconded by Evans, to approve item 0-1-3. Motion approved.

ROLL CALL:

Commissioner Evans	Voted	Aye
Commissioner Messina	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 3 to 0 vote.

ORDINANCE NO. 3472
COUNCIL BILL NO. 13-1017

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.760 AND 17.05.840 TO ALLOW FOR THE ISSUANCE OF SPECIAL USE PERMITS FOR CRIMINAL TRANSITIONAL FACILITIES IN THE MANUFACTURING AND LIGHT MANUFACTURING ZONES AND AMENDING THE DEFINITION OF CRIMINAL TRANSITIONAL FACILITIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING THE PUBLICATION OF A SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

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

SECTION 1. *That Coeur d'Alene Municipal Code Section 17.03.040(F) is hereby amended to read as follows:*

17.03.040: GENERAL DESCRIPTION OF CIVIC ACTIVITIES:

F. Criminal transitional facility: Providing transitional living accommodations for three (3) or more residents who are on probation, ~~or on parole~~ or participating in early release programming while in the custody and/or control of the federal or state prison systems for a felony. The maximum number and type of offenders, based on the offenses committed, the extent of supervision required, and the length of allowable transition period may shall be set by special use permit.

SECTION 2. *That Coeur d'Alene Municipal Code Section 17.05.760 is hereby amended to read as follows:*

17.05.760: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an LM district shall be as follows:

Administrative offices.

Adult entertainment.

Banks and financial establishments.

Business supply retail sales.

Business support service.

Commercial recreation.
Communication service.
Consumer repair service.
Convenience sales.
Convenience service.
Department stores.
Extensive impact.
Extractive industry.
Finished goods retail.
Food and beverage stores for on/off site consumption.
Funeral service.
Group assembly.
Home furnishing retail sales.
Hotel/motel.
Personal service establishments.
Professional offices.
Retail gasoline sales.
Specialty retail sales.
Veterinary office or clinic.
Wireless communication facility.
Criminal transitional facility.

SECTION 3. *That Coeur d'Alene Municipal Code Section 17.05.840 is hereby amended to read as follows:*

17.05.840: PERMITTED USES; SPECIAL USE PERMIT:

Permitted uses by special use permit in an M District shall be as follows:

- ~~1.~~ Adult entertainment.
2. Heavy manufacture.
- ~~3.~~ Extractive industry.
- ~~4.~~ Commercial recreation.
- ~~5.~~ Professional offices.
- ~~6.~~ Administrative offices.
- ~~7.~~ Banks and financial establishments.
- ~~8.~~ Personal service establishments.
- ~~9.~~ Business supply retail sales.
- ~~10.~~ Convenience sales.

- ~~11.~~ Department stores.
- ~~12.~~ Food and beverage stores for on/off site consumption.
- ~~13.~~ Home furnishing retail sales.
- ~~14.~~ Specialty retail sales.
- ~~15.~~ Finished goods retail.
- ~~16.~~ Veterinary office or clinic.
- ~~17.~~ Hotel/motel.
- ~~18.~~ Business support service.
- ~~19.~~ Communication service.
- ~~20.~~ Consumer repair service.
- ~~21.~~ Convenience service.
- ~~22.~~ Funeral service.
- ~~23.~~ Group assembly.
- ~~24.~~ Retail gasoline sales.
- ~~25.~~ Wireless communication facility.
- Criminal transitional facility.

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

SECTION 5. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 6. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 7. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an ordinance of the City of Coeur d'Alene at a regular session of the City Council October 15, 2013.

APPROVED, ADOPTED and SIGNED this 15th day of October, 2013.

Sandi Bloem, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Amending Municipal Code Sections 17.03.040, 17.05.760 and 17.05.840 regarding Criminal
Transitional Facilities

AMENDING MUNICIPAL CODE SECTIONS 17.03.040, 17.05.760 AND 17.05.840 TO ALLOW FOR THE ISSUANCE OF SPECIAL USE PERMITS FOR CRIMINAL TRANSITIONAL FACILITIES IN THE MANUFACTURING AND LIGHT MANUFACTURING ZONES AND AMENDING THE DEFINITION OF CRIMINAL TRANSITIONAL FACILITIES; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Amending Municipal Code Sections 17.03.040, 17.05.760 and 17.05.840 regarding Criminal Transitional Facilities, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15th day of October, 2013.

Warren J. Wilson, Chief Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

October 7, 2013
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

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

STAFF PRESENT

Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Chris Bates, Engineering Project Manager
Sid Fredrickson, WW Superintendent
Mike Becker, WW Project Manager
Warren Wilson, Deputy City Attorney
Tim Martin, Street Superintendent
Troy Tymesen, Finance Director

**Item 1 Relinquishment of an Access Easement at the NW Corner of Government Way
 & Dalton Avenue**

Consent Calendar

Chris Bates, Engineering Project Manager, presented a request from Verna Gay Corey, et al., to relinquish an easement for ingress and egress that was installed for the purpose of accessing a building that the City wanted to demolish.

Mr. Bates explained in his staff report that in 1997 the City was acquiring additional right-of-way for the initial phase of the Government Way reconstruction (Appleway to Dalton), and a portion of the parcel at the northwest corner of Government Way & Dalton Avenue contained a single family dwelling unit. The structure needed to be removed and the method of choice was to use the structure as a training burn by the City Fire Department. Since the structure straddled a newly created boundary line, permission had to be obtained to access the northerly portion of it, which was on private property. The means to achieve this at the time was to utilize an easement; however, language was not included to extinguish the easement after the structure was removed. The buildings were subsequently removed and the easement remained in place. The owner of the property that contains the easement is completing title work in preparation for the sale of their land. Relinquishing the easement would aid in cleaning up and removing an unnecessary item from the title. This is a housekeeping matter and there is no financial impact to the City. The easement defined a use, not ownership, and that use became unnecessary when the existing structure was removed.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council approve the request from Verna Gay Corey, et al., to relinquish an easement for ingress and egress that was installed for the purpose of accessing a building that the City wanted to demolish, and direct staff to prepare documents for relinquishment and recordation at the County Recorder's Office.

Motion carried.

**Item 2 Approval of Interagency Agreement for the Government Way Project – Hanley Avenue to Prairie Avenue
Consent Calendar**

Chris Bates, Engineering Project Manager, presented a request for Council approval of an Interagency Agreement for cost sharing on the Government Way – Hanley Avenue to Prairie Avenue reconstruction project.

Mr. Bates stated in his staff report that since 1993, Government Way has been in the process of being reconstructed from an unimproved two-lane street section, to the current five lane travel way with bike lanes and sidewalks. Because of the costs involved, the roadway gets completed in sections as federal highway funds become available. As the roadway has moved to the north, it has left the sole jurisdiction of the City of Coeur d’Alene and is now a multi-jurisdictional roadway. The portion of Government Way from Hanley Avenue to Prairie Avenue is the last portion of Government Way to be reconstructed. The Interagency Agreement was reviewed and approved by the City’s Legal staff. Since the City of Coeur d’Alene is the largest stakeholder in the group and has sponsored the previous phases of construction, they have agreed to be designated as the “Sponsor” of the final phase.

Mr. Bates further stated in his staff report that, as with all federally funded projects, there is a financial impact to the Sponsor. The federal financial participation is at the rate of 92.66%, with the balance of 7.34% being borne by the sponsor. That 7.34% has been divided up between the three participants (CdA 50%, Lakes 30%, Hayden 20%) based upon the proportion of affected roadway in each jurisdiction. The Lakes Highway District Commissioners and City of Hayden City Council have previously approved the agreement.

Councilman Goodlander asked if the City of Dalton Gardens was a part of the agreement. Mr. Bates explained that the Lakes Highway District manages all of the City of Dalton Garden’s roads. When it comes to the right-of-way, staff will be dealing with the City of Dalton. He further confirmed that they are in the preliminary design phase and will be starting acquisition next spring. Government Way north will look exactly like Government Way south. Mr. Bates explained that the City has been allocated the 3.5 million dollars from the federal government for right-of-way acquisition.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, to recommend Council approval of Resolution No. 13-052, authorizing an Interagency Agreement for the Government Way Project – Hanley Avenue to Prairie Avenue. Motion carried.

**Item 3 Renewal of Facilitator Contract to Assist the Spokane River Stewardship Partners
Consent Calendar**

Sid Fredrickson, Wastewater Superintendent, presented a request for authorization of Coeur d’Alene’s share of on-going costs for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force. Facilitation costs not to exceed \$8,043, and technical support of the Toxics Task Force not to exceed \$9,254.

Mr. Fredrickson stated in his staff report that Hubbard Gray Consultants was hired several years ago to assist the Spokane River Stewardship Partners (SRSP) with tackling the issues surrounding the TMDL and now the Toxics Task Force to reduce the amount of PCBs entering the river. Hubbard Gray is no longer available and RFPs were sent to several consulting firms. Dally Environmental LLC was chosen to act as the facilitator for the SRSP. This amendment to the MOU is shared among the 9 partners and 10 subdivisions. It will allow facilitation services until the end of 2014. By then it is anticipated that work

on the Toxics Task Force will be ongoing for several years. The cost will not exceed a total of \$17,297 and is budgeted under “PCB Toxics Management Plan” with a total of \$100,000.

Mr. Fredrickson explained that this is a long-term process and that over the last four and one-half years there have been several contract amendments. This particular amendment is a memorandum of understanding amongst the partners themselves. The MOU has three components – facilitation, toxics business plan, and technical plan.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council approval of Resolution No. 13-052, authorizing Coeur d’Alene’s share of ongoing costs for facilitation assistance for the TMDL implementation and the new PCB Regional Toxics Task Force. Facilitation not to exceed \$8,043 and technical support of the Toxics Task Force not to exceed \$9,254. Motion carried.

Item 4 Approval of Surplus of 2003 Freightliner Tank Truck #447 to be Used as a Vehicle Trade-In
Consent Calendar

Mike Becker, Wastewater Project Manager, presented a request for approval of the surplus of a 2003 Freightliner Tank Truck. Upon approval, the vehicle would be used as trade in towards the purchase of a comparable replacement tanker truck budgeted in fiscal year 2013-2014.

Mr. Becker stated in his staff report that the 2003 truck and its related equipment have required multiple repairs over the past couple of years and has exceeded its estimated useful life. The vehicle is used for daily sanitary sewer operations and maintenance is vital for emergency call out operation. Based on the vehicle’s history, the costs associated with its continued use will increase as routine maintenance and repairs increase.

Mr. Becker explained that the trade in value of the vehicle will offset the increased cost of the replacement vehicle. The new vehicle will include a larger tank for storage which will result in less down time going back and forth to empty the contents of the tank. He further explained that the tank truck pumps sewage out of the collection system and that wastewater has inherent properties that tend to be very corrosive to all of the equipment associated with it. As a result, a 10 year cycle for vehicles is pretty much standard and the equipment is used almost every day.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, to recommend Council approval of Resolution 13-052, authorizing the surplus of a 2003 Freightliner Tank Truck #447 to be used as a vehicle trade-in towards a replacement vehicle with a larger tank and related equipment.

Item 5 Approval of Surplus of 2002 Ford F150 Utility Truck #440 (formerly #410) to be Used as a Vehicle Trade-In
Consent Calendar

Mike Becker, Wastewater Project Manager, presented a request for approval of the surplus of a 2002 Ford F150 Utility Truck. Upon approval, this vehicle will be used as a trade in towards the purchase of a replacement vehicle budgeted in fiscal year 2013-2014.

Mr. Becker stated in his staff report that the truck has had increased maintenance and multiple repairs over the last few years and has exceeded its estimated useful life. The cost to maintain the truck is greater due to the age of the vehicle and it is believed that the trade-in value offers the greatest benefit to the city.

Councilman Gookin said that he believes the departments should keep mileage logs for the vehicles so that they can show that the vehicle hasn't been sitting around. He noted that the city needs to be accountable and the mileage information would provide more information for the council and public to show that the vehicles are being used.

MOTION: Motion by Councilman Gookin, seconded by Councilman McEvers, to recommend Council approval of Resolution No. 13-052 authorizing surplus of a 2002 Ford F150 Truck #440 (formerly #410) as a trade-in towards a replacement vehicle.

**Item 6 Request for Proposals for Professional Engineering Services for 2014 Wastewater Collection System's Open Trench, CIPP and Inflow Reduction Projects
FOR INFORMATION ONLY**

Mike Becker, Wastewater Project Manager, said that the Wastewater Department budgets a certain amount of money each year for the replacement of its collection systems. The normal wear and tear on the system requires the pipelines and pumps and other equipment to be replaced on a regular schedule. The department has issued a Request for Proposals from area professional engineers to provide the city with engineering services. In the past, the city has used the services of JUB Engineers, and they have done a great job and have been prompt and responsive. However, in order to be fair, they are allowing other consultants to present proposals for doing work within the city as well. There are currently eight engineering firms on the planholders list, although none of the firms have engaged in conversations with him.

Mr. Becker said that they do have an idea, based on the Master Plan, of some lines that do need to be replaced, which would result in less demand on operations and maintenance of the city staff collections crew. When they get closer to selection of the engineering firm, he will come back and present it to the Public Works Committee. He said they would like one member of the Public Works Committee to be a part of the selection committee.

Mr. Becker explained that their efforts are primarily focusing on the deficiencies as outlined in the Master Plan. There are some other areas that have recently been discovered that they may need to focus their attention on. Councilman Gookin volunteered to serve on the selection committee.

Councilman McEvers asked if we do this every year. Mr. Becker said that they do not solicit RFP's every year, but the consultants do provide design and oversight of the collection system replacement schedule pursuant to the Master Plan.

NO MOTION. FOR INFORMATION ONLY.

**Item 7 Acquisition/Lease Agreement with Rowand Machinery (John Deere) for New Front End Loaders
Consent Calendar**

Tim Martin, Street Superintendent, presented a request for authorization to have the Mayor sign an agreement for the acquisition of four new front end loaders.

Mr. Martin stated in his staff report that the 2013-2014 Financial Plan includes authority to acquire the new loaders based on a "piggy-back" acquisition as allowed by Idaho Code 67-2803 whereby the Idaho Transportation Department has done a procurement for front end loaders. Three new loaders will go to the Street Department and one will go to the Water Department. Staff looked at all options and asked for

competitive quotes from two local dealers. The quotes included the desired snow tires and connections necessary to operate the snow gate. The legal department will review the documents, including four one-year agreements at a cost of \$10,734.89 per year. The interest cost will be 2.3%. The General Fund will pay rent to the Water Fund during the winter for snow plowing purposes. Based on the current quote from Rowand Machinery, the General Fund will receive \$96,500 in trade-in value on the four (4) existing city-owned loaders.

Mr. Martin further stated in his staff report that the city is currently spending approximately \$35,000 per year in annual repair and maintenance for the existing four loaders. The new equipment benefits include a bumper to bumper service and warranty agreement. This will free up the city's mechanics to work on other necessary tasks.

Mr. Martin said that they have received some very competitive quotes and after working with Finance and Legal, it looks like the Rowand Machinery quote was the best. Mr. Martin said that they are currently spending about \$35,000 a year maintaining their loaders. The loaders will have everything that is essential to plow. The loaders to be traded-in have anywhere from 4,000 hours to over 10,000 hours on them. Mr. Martin further noted that the Legal Department has looked at the agreements and will review them further. John Deere is very open to the city crafting the agreements to fit their needs. Dan – seems like a really good deal. Tim – thinks the market is right for it – these companies are looking to get these machines out into the public and there is appositive for them to be able to resell things.

Councilman Gookin completed Mr. Pickel (Water Department) on the work that he did on these agreements. Mr. Martin confirmed that the loaders will handle the snow gates and come with bumper to bumper warranties.

MOTION: Motion by Councilman McEvers, seconded by Councilman Gookin, to recommend Council approval Resolution No. 13-052 authorizing the Mayor to sign an agreement for the acquisition of four new front end loaders from Rowand Machinery (John Deere).

The meeting adjourned at 4:24 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

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

FUND	BALANCE 8/31/2013	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2013
<u>General-Designated</u>	\$577,500	\$1,709	\$2,447	\$576,762
<u>General-Undesignated</u>	7,098,334	2,189,228	3,772,220	5,515,342
<u>Special Revenue:</u>				
Library	266,759	10,681	107,033	170,407
CDBG	(5,034)	16,870	12,029	(193)
Cemetery	78,421	24,893	28,168	75,146
Parks Capital Improvements	232,896	167,043	343,265	56,674
Impact Fees	2,499,360	117,140	36,540	2,579,960
Annexation Fees	14,775	1		14,776
Insurance	3,182,645	20,031	24,025	3,178,651
Cemetery P/C	1,782,758	5,421	3,951	1,784,228
Jewett House	(3,543)	63,841	7,532	52,766
Reforestation	16,585	259	260	16,584
Street Trees	183,925	7,382	11,865	179,442
Community Canopy	2,098			2,098
CdA Arts Commission	1,820	1		1,821
Public Art Fund	64,968	17,831	3,281	79,518
Public Art Fund - LCDC	424,772	113,768	660	537,880
Public Art Fund - Maintenance	114,266	5,954	641	119,579
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	454,949	3,352		458,301
LID Guarantee	38,644	8,349	8,223	38,770
LID 130 Lakeside / Ramsey / Industrial Park	444			444
LID 146 Northwest Boulevard	2		2	-
LID 149 4th Street	12,706	1,520	14,226	-
<u>Capital Projects:</u>				
Street Projects	268,202	461	58,116	210,547
<u>Enterprise:</u>				
Street Lights	83,303	42,393	49,471	76,225
Water	125,295	869,447	599,200	395,542
Water Capitalization Fees	2,948,436	82,669	11,497	3,019,608
Wastewater	5,429,996	722,199	855,192	5,297,003
Wastewater-Reserved	1,308,775	27,500		1,336,275
WWTP Capitalization Fees	2,575,308	158,105		2,733,413
WW Property Mgmt	60,668			60,668
Sanitation	(318,299)	289,865	319,893	(348,327)
Public Parking	(97,244)		27,858	(125,102)
Stormwater Mgmt	432,313	85,700	28,735	489,278
Wastewater Debt Service	1,013,235	96		1,013,331
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	185,867	424,082	397,962	211,987
LID Advance Payments	638	460	385	713
Police Retirement	1,396,842	14,594	14,146	1,397,290
Sales Tax	1,645	1,325	1,645	1,325
BID	173,315	6,175	41,000	138,490
Homeless Trust Fund	315	744	687	372
GRAND TOTAL	\$32,628,659	\$5,501,089	\$6,782,155	\$31,347,593

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 30-Sep-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2013	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$207,739	\$204,188	98%
	Services/Supplies	12,275	7,332	60%
Administration	Personnel Services	330,656	325,880	99%
	Services/Supplies	69,210	26,311	38%
Finance	Personnel Services	590,947	575,981	97%
	Services/Supplies	85,980	87,086	101%
Municipal Services	Personnel Services	949,131	947,019	100%
	Services/Supplies	437,018	422,856	97%
	Capital Outlay	9,000	5,279	59%
Human Resources	Personnel Services	214,763	223,009	104%
	Services/Supplies	29,200	30,311	104%
Legal	Personnel Services	1,335,864	1,326,892	99%
	Services/Supplies	104,033	100,546	97%
Planning	Personnel Services	477,912	445,824	93%
	Services/Supplies	24,600	21,707	88%
Building Maintenance	Personnel Services	279,060	269,021	96%
	Services/Supplies	119,359	117,729	99%
	Capital Outlay			
Police	Personnel Services	9,217,123	8,849,081	96%
	Services/Supplies	843,809	761,228	90%
	Capital Outlay	142,749	138,388	97%
Fire	Personnel Services	7,408,480	7,256,955	98%
	Services/Supplies	460,607	429,890	93%
	Capital Outlay			
General Government	Services/Supplies	192,635	192,467	100%
	Capital Outlay	750,000	750,000	100%
Byrne Grant (Federal)	Personnel Services	163,079	149,075	91%
	Services/Supplies	172,998	137,477	79%
	Capital Outlay			
COPS Grant	Personnel Services	79,819	79,502	100%
CdA Drug Task Force	Services/Supplies	71,700	75,885	106%
	Capital Outlay			
Streets	Personnel Services	1,800,904	1,697,439	94%
	Services/Supplies	589,400	612,807	104%
	Capital Outlay			

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 30-Sep-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2013	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	182,335	171,182	94%
	Services/Supplies	38,450	36,923	96%
Engineering Services	Personnel Services	508,936	513,658	101%
	Services/Supplies	2,704,100	859,779	32%
	Capital Outlay			
Parks	Personnel Services	1,286,438	1,224,904	95%
	Services/Supplies	408,450	505,035	124%
	Capital Outlay			
Recreation	Personnel Services	625,654	493,456	79%
	Services/Supplies	150,120	198,736	132%
Building Inspection	Personnel Services	707,544	718,224	102%
	Services/Supplies	24,395	23,247	95%
Total General Fund		<u>33,806,472</u>	<u>31,012,309</u>	<u>92%</u>
Library	Personnel Services	1,004,510	957,368	95%
	Services/Supplies	182,450	168,968	93%
	Capital Outlay	92,000	92,219	100%
CDBG	Services/Supplies	267,325	58,196	22%
Cemetery	Personnel Services	137,465	133,107	97%
	Services/Supplies	86,835	92,000	106%
	Capital Outlay	15,000	15,185	101%
Impact Fees	Services/Supplies	1,063,133	1,109,884	104%
Annexation Fees	Services/Supplies	70,000	70,000	100%
Parks Capital Improvements	Capital Outlay	1,870,523	1,520,801	81%
Insurance	Services/Supplies	269,000	235,946	88%
Cemetery Perpetual Care	Services/Supplies	98,000	89,175	91%
Jewett House	Services/Supplies	42,000	36,229	86%
Reforestation	Services/Supplies	1,500	3,072	205%
Street Trees	Services/Supplies	65,000	61,503	95%
Community Canopy	Services/Supplies	1,500	442	29%
CdA Arts Commission	Services/Supplies	7,000	5,580	80%
Public Art Fund	Services/Supplies	245,000	134,687	55%
Total Special Revenue		<u>5,518,241</u>	<u>4,784,362</u>	<u>87%</u>
Debt Service Fund		<u>1,390,075</u>	<u>1,386,715</u>	<u>100%</u>

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 30-Sep-2013

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2013	PERCENT EXPENDED
Govt Way - Dalton to Hanley	Capital Outlay		7,112	
Govt Way - Hanley to Prairie	Capital Outlay	420,000	101,116	24%
Levee Certification	Capital Outlay	250,000	206,825	
15th Street - Lunceford to Dalton	Capital Outlay		1,657	
3rd / Harrison signal	Capital Outlay	250,000	28,819	
15th Street - Harrison to Best	Capital Outlay		5,600	
Total Capital Projects Funds		920,000	351,129	38%
Street Lights	Services/Supplies	570,050	497,910	87%
Water	Personnel Services	1,569,132	1,539,069	98%
	Services/Supplies	4,167,607	1,533,064	37%
	Capital Outlay	1,865,550	1,124,772	60%
Water Capitalization Fees	Services/Supplies	850,000		
Wastewater	Personnel Services	2,231,295	2,035,993	91%
	Services/Supplies	6,327,788	3,057,412	48%
	Capital Outlay	8,634,600	1,840,049	21%
	Debt Service	2,133,241	1,744,973	82%
WW Capitalization	Services/Supplies	879,336		
Sanitation	Services/Supplies	3,415,480	3,408,924	100%
Public Parking	Services/Supplies	222,729	190,935	86%
	Capital Outlay	385,000	326,651	85%
Stormwater Mgmt	Personnel Services	97,846	97,120	99%
	Services/Supplies	526,121	120,916	23%
	Capital Outlay	300,000	6,744	2%
Total Enterprise Funds		34,175,775	17,524,532	51%
Kootenai County Solid Waste		2,200,000	2,188,534	99%
Police Retirement		176,000	175,306	100%
Business Improvement District		156,000	171,000	110%
Homeless Trust Fund		6,100	4,743	78%
Total Fiduciary Funds		2,538,100	2,539,583	100%
TOTALS:		\$78,348,663	\$57,598,630	74%