

Coeur d'Alene

CITY COUNCIL MEETING

October 21, 2014

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Councilmen Adams, Edinger, Evans, Gookin, McEvers, Miller

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 7, 2014

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 7, 2014 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Kiki Miller) Members of Council Present
Steve Adams)
Dan Gookin)
Amy Evans)
Loren Ron Edinger)
Woody McEvers)

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

INVOCATION: Pastor Sean McCartin from Life Center CDA Church provided the invocation.

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

STORMWATER POLLUTION PREVENTION PRESENTATION – Engineering Assistant Program Manager Kim Harrington introduced Bryan Clark. Mr. Clark stated that for his Eagle Scout project he created a public service announcement regarding stormwater pollution, which he played for the City Council. Ms. Harrington stated that the public service announcement will air on CDA Channel 19. Mayor Widmyer thanked him for his work.

ROAD MASTER AWARDS PRESENTATION - Doug Chase, Local Highway Technical Assistance Council, stated that Russ Grant and Travis Galloway completed their Road Master Program and presented them with certificates and awards. Mr. Chase explained that Road Master is the level after Road Scholar and includes 80 hours of class time.

DOMESTIC VIOLENCE AWARENESS MONTH PRESENTATION - Deputy City Attorney Wes Somerton explained that October is National Domestic Violence Awareness month. He serves on the Idaho Supreme Court sub-committee on domestic violence. Mr. Somerton stated that one out of three women will be a victim of domestic violence, and that 85% of victims are females, which is reflective of what he sees in our community. He clarified that the City's prosecuting attorney's office conducts prosecution of domestic violence cases and also provides education to families throughout the process. Staff will make contact with victims within 24-48 hours of the incident. They look to see if they can convict with the evidence and without victim testimony, and seek to serve justice; not just convictions. They train on best practice methods of investigation and courtroom behavior and work with advocacy groups. The

domestic violence court will be continued under Judge Peterson, in which he will receive all domestic violence cases within Kootenai County. This special court includes treatment with sentencing and regularly held status updates. Mr. Somerton thanked the Mayor and Council for their support of the City Attorney's office programs and law enforcement programs.

Councilmember McEvers asked how success is measured in this program. Mr. Somerton said some measurements would include lowering the recidivism rates and/or if they have provided resources to a family that de-escalated violence.

NATIONAL COMMUNITY PLANNING MONTH PROCLAMATION – Planner Lori Burchett accepted the Proclamation as read by the Mayor. Ms. Burchett stated that Coeur d'Alene is a great place to live and the environment, art, parks, and intangible aspects draw people into the soul of the community. She explained that planners help create places and vitality in a community. She encouraged residents to be a part of the process and participate in the planning Open House on October 29, 2014 from 11:30 a.m. to 3:30 p.m. in the Library Community Room. Additionally, the city is conducting a photo contest entitled "What Makes a Place Great" all month long. She encouraged residents to submit their photos about what they feel best represents the City and makes this a great place to live or visit. Pictures can be sent to Keith Erickson at kerickson@cdaid.org.

CONSENT CALENDAR: Motion by Gookin, seconded by McEvers to approve the consent calendar.

1. Approval of Council Minutes for September 16, 2014.
2. Approval of Bills as Submitted.
3. Setting of General Services and Public Works Committees meetings for October 13, 2014 at 12:00 noon and 4:00 p.m. respectively.
4. Setting of public hearing for Appeal of Special Use Permit at 370 E. Kathleen Ave., Suite 800, for a proposed commercial recreation within a C-17L Zone, by Dehm Investments.

As Recommended by the Planning Director

5. Approval of **Resolution No. 14-042** A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING SS-2-3, ACCEPTANCE OF FINAL PLAT; PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, APPROVAL OF SECURITY OF PEREIRA 3RD ADDITION; APPROVAL OF CONSULTATION AGREEMENT WITH PATRICK SULLIVAN; APPROVAL OF CONSULTATION AGREEMENT WITH RICHARD FIELDS; APPROVAL OF CONSULTATION AGREEMENT WITH GREGORY WILLETTE; APPROVAL OF A MEMORANDUM OF AGREEMENT FOR PUD-2-14 (RIVIERA WALK); LETTER OF AGREEMENT WITH MAGNUSON, MCHUGH & COMPANY, PA TO CONDUCT THE 2013-14 FISCAL YEAR AUDIT; APPROVAL OF THE SURPLUS 2002 PONTIAC BONNEVILLE SEDAN #402 FROM THE WASTEWATER DEPARTMENT; AND APPROVAL OF BENEFIT PLAN CHANGES AND RENEWAL RATES.

ROLL CALL: Miller Aye; Edinger Aye; Evans Aye; Adams Aye; McEvers Aye; Gookin Aye.
Motion carried.

COUNCIL ANNOUNCEMENTS:

Councilmember Gookin said that he had attended the grand opening of Person Field and helped install playground equipment. Additionally, he attended the Four Corners Project meeting and that he would like to see more energy going into the BLM property.

MAYOR ANNOUNCEMENTS: Mayor Widmyer asked for the appointment of Roberta Larsen to the Arts Commission.

MOTION: Motion by Gookin, seconded by Adams to approve the appointment of Roberta Larsen to the Arts Commission. **Motion carried.**

ADMINISTRATOR'S REPORT: Interim City Administrator Troy Tymesen stated that members of the Fire Department held their annual Fill the Boot campaign on Saturday, September 27th and raised over \$20,000 for the Muscular Dystrophy Association. The gubernatorial debate held last Friday has been posted to the City's website. It is located on the city's home page at www.cdaid.org, and then by clicking on the TV icon on the right side. The 19th Annual Mayor's Awards in the Arts will be held tomorrow, at 6:00 p.m. at the Hagadone Event Center. Honored this year will be Jeni Riplinger for Education in the Arts, Stephen Shortridge for Excellence in the Arts, and Ruth Pratt for Support of the Arts. The event will be presented by the City of Coeur d'Alene Arts Commission and will be free and open to the public. Earlier this year, the police department had received Council approval to apply for a Federal Community Oriented Policing Services (COPS) grant in order to hire three police officers. The city was unsuccessful in receiving this grant. The Police Department was seeking a \$375,000 Federal Community Oriented Policing Services (COPS) grant to fund the new officers. The new police officers would have brought the total number of officers to 75. The new grass at McEuen Park continues to grow greener with lots of TLC from the city's Parks Department. This week crews spread 100 cubic yards (the equivalent to about six dump truck loads) of fertilizer onto the popular park. Specifically, the Parks Department used "Coeur d'Green," a by-product of the city's wastewater utility. The compost is made from de-watered biosolids from the treatment plant that are mixed with wood chips. Mr. Tymesen expressed thanks to the Wastewater Department for their support in helping to beautify City parks. In recognition of National Community Planning Month in October, the city of Coeur d'Alene is sponsoring a "What Makes Places Great" photo contest all month long. Send us photos that you feel best represent the city and make this a great place to live or visit. Your pictures can be sent to Keith Erickson at kerickson@cdaid.org. Categories are "Environment," "Architecture," "People," and "Community Life." Winners will be named in early November in two categories: Youth (younger than 18) and Adult. Winners in both categories get a free lunch for two with Coeur d'Alene Mayor Steve Widmyer. There will also be a People's Choice Award for a gift card to Vault Coffee on Sherman Avenue. For further details, visit the city's web site at cdaid.org. For information, contact Keith Erickson at 769-2359. The city of Coeur d'Alene continues to make great strides toward expanding and improving its trail system with an energetic focus on connecting neighborhoods with schools, parks, business districts and downtown. Recently, through a cooperative effort involving Greenstone Homes and the city's Parks and Street departments, a new section of trail was built in northwestern Coeur d'Alene that connects neighborhoods in that rapidly growing part of the city to a vast and ever-expanding citywide trail

network. Further west, a new section of trail runs along Atlas Road south to Seltice Way and will soon extend east on Seltice Way and connect to both the Centennial Trail and Prairie Trail. Building Inspector Keith Clemans was recently awarded a graduation certificate from the Kootenai County Emergency Operations Center. Mr. Clemans currently serves on the Debris Management team which has been recognized for their organizational skills and efforts by the State. He received a diploma for his time volunteering to assist in preparing for manmade or natural emergencies or disaster that may strike in Kootenai County. The Office of Emergency Management works with county departments, local governments, volunteer organizations and the private sector in and around North Idaho to develop disaster preparedness plans, and provide training and exercise activities. After the recent mock disaster exercise, the Emergency Operations Center was recognized as the best in the State with multiple requests for their in-house developed Standard Operating Procedure. Mr. Clemans' volunteer time is supported by our City leaders which includes a yearly full mock disaster exercise, and several specific training days throughout the year. There is a new question on CityPoll: "Have you hiked Tubbs Hill in the past year?" Each month, a CityPoll question is posed on the city's website so the city can learn how the community feels about a particular issue. Responses will be reviewed by city staff and changes will be used in leadership strategic planning as guidance to assure we are offering the best possible services to our citizens. Additionally, Coeur d'Alene Mayor Steve Widmyer has established a direct telephone line for callers to leave a comment, idea or concern. To leave a message 24/7 with the mayor, call 769-2220, extension 503, or visit the city's website and click on the icon shown on the screen. Library events include teen movie night on October 10 and Novel destination and Star Wars day on October 11.

Councilmember Gookin asked if the City were moving forward with the hiring of the officers. Mr. Tymesen stated that he is working with the Police Chief to bring a plan forward. Mayor Widmyer asked what amount was needed for this budget year. Mr. Tymesen stated it would be approximately \$150,000. Councilmember Adams asked when the plan would come forward to the Council. Mr. Tymesen stated that January would be the first revenue opportunity and the Chief is looking at reorganization opportunities.

RESOLUTION NO. 14-043

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A JOINT POWERS SUBSCRIBER AGREEMENT WITH ICRMP TO FULLY INSURE THE CITY OF COEUR D'ALENE FOR LIABILITY AND PROPERTY DAMAGE AND REJECTING THE ADDITIONAL TERRORISM COVERAGE AND SHARE IN THE COVERAGE PROCURED FOR ALL ICRMP MEMBERS.

STAFF REPORT: Mr. Tymesen stated that this agreement confirms the City's new insurance carrier, Idaho Counties Risk Management Program (ICRMP). The premium will be approximately \$336,868 and a 5% reduction will follow after certain staff training occurs. The terrorism risk premium is an additional \$5,000.

MOTION: Motion by Edinger, seconded by Adams to approve **Resolution No. 14-043** a Joint Powers Subscribers Agreement with ICRMP and exclude the terrorism coverage.

ROLL CALL: Edinger Aye; Evans Aye; Adams Aye; McEvers Aye; Gookin Aye; Miller Aye.
Motion carried.

CITY LOGO ADOPTION FOR CITY HALL/GENERAL GOVERNMENT.

STAFF REPORT: Mr. Tymesen stated that the proposal tonight would not eliminate certain logos, such as CDA Channel 19, Wastewater's logo on most drain covers, or police, fire, and Library logos. The proposal tonight is to accept the logo drafted by the NIC students with input from the community and staff. He presented examples of a third version of the logo and reiterated that this would be a very slow transition, and integrated as letterhead is used up and vehicles are turned over.

DISCUSSION: Councilmember Gookin stated that he discussed the idea of branding several years ago with Mayor Bloem, as he felt that the City needed branding. He believes that branding will require the hiring of a professional, and he hopes there will be funding for rebranding later. Councilmember Miller stated that if it is not a branding campaign and this might provide a more modern look, there should not be a lot of time or funding allocated to it. Councilmember McEvers stated he liked the use of college students and felt that it has a bit of the community in it. Councilmember Evans clarified that she likes the old logo and wondered if it would disappear. Mr. Tymesen confirmed that the old logo would be transitioned out.

MOTION: Motion by Gookin, seconded by Adams to adopt a new logo, as presented, for City Hall/General Government use. **Motion carried.**

RESOLUTION NO. 14-044

A RESOLUTION OF THE CITY OF COEUR D'ALENE, IDAHO, AUTHORIZING THE CITY'S CLAIMS/CODE ENFORCEMENT/RISK MANAGER, TO REPRESENT THE CITY IN SMALL CLAIMS TRIALS.

STAFF REPORT: City Attorney Mike Gridley explained that this is a housekeeping matter that would allow a city representative who is not a lawyer in small claims matters. This would formally designate who has been and will continue to represent the City. Mr. Gridley stated that there are less than a dozen small claims cases each year.

DISCUSSION: Councilmember Miller asked if it were typical to send non-lawyer. Mr. Gridley stated that by statute they cannot have an attorney representative in a small claims court.

MOTION: Motion by McEvers, seconded by Edinger, to approve **Resolution No. 14-044** authorizing the Claims/Code Enforcement/Risk Manager to represent the City in small claims trials.

ROLL CALL: Evans Aye; Adams Aye; McEvers Aye; Gookin Aye; Miller Aye; Edinger Aye.
Motion carried.

ZC-2-14 [R17 – NC] 602 E. GARDEN / DAVID RUCKER “THE OLD CENTRAL SCHOOL SITE.”

MOTION: Motion by Gookin, seconded by Edinger to approve the Findings and Order for ZC-2-14; 602 E. Garden Avenue R-17 to NC (Neighborhood Commercial). **Motion carried.**

**COUNCIL BILL 14-1019
ORDINANCE NO. 3495**

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D’ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D’ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-17 (RESIDENTIAL AT 17 UNITS/ACRE) TO NC (NEIGHBORHOOD COMMERCIAL), SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 0.50 ACRE PARCEL AT 602 E GARDEN, AND MORE COMMONLY KNOWN AS “THE OLD CENTRAL SCHOOL SITE”; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

MOTION: Motion by McEvers, seconded by Evans to pass the first reading of **Council Bill No. 14-1019.**

ROLL CALL: Adams Aye; McEvers Aye; Gookin Aye; Miller Aye; Edinger Aye; Evans Aye. **Motion carried.**

MOTION: Motion by McEvers, seconded by Edinger to suspend the rules and to adopt **Council Bill No. 14-1019** by its having had one reading by title only.

ROLL CALL: Adams Aye; McEvers Aye; Gookin Aye; Miller Aye; Edinger Aye; Evans Aye. **Motion carried.**

COST SHARING SEWER EXTENSION DEMONSTRATION PROJECT – 700 BLOCK OF NORTH 20TH STREET.

STAFF REPORT: Wastewater Superintendent Sid Fredrickson explained there is a pocket of homes on N. 20th Street that were not connected to city sewer and there is no historical information as to why. Currently one parcel has a septic tank that has failed. In the past the city has stated that the extension of the sewer line to those parcels would be at the cost to the homeowner. After analyzing the site, Mr. Fredrickson would like to do a pilot project by splitting costs with the property owners. The three property owners on the street have signed letters of agreement to connect to the city sewer within one year of the line installation. Staff is looking at a city-wide GIS mapping of how many pockets of septic may still exist within the city limits and will bring additional recommendations to the Council at that time.

DISCUSSION: Mayor Widmyer clarified that Wastewater is paying \$11,250, and will collect \$9,975 back in capitalization fees, with \$1,275 out of pocket. Mr. Frederickson stated that the purpose of the capitalization fee is centered on the capital improvement program for the collection system and the plant improvements. Mayor Widmyer also clarified that those residents are not paying sewer fees at this point so payback will be short term when they begin paying those fees.

MOTION: Motion by Gookin, seconded by Adams to approve staff move forward with a cost sharing sewer extension demonstration project for septic tank abatement involving three lots at the 700 block of North 20th Street. **Motion carried**

PUBLIC HEARING: ZC-3-14 – ZONE CHANGE OF 3615 N. FRUITLAND, FROM R-12 to R-17

Mayor Widmyer read the rules of order for this quasi-judicial hearing. No conflicts of interest were disclosed.

STAFF REPORT: Planner Sean Holm stated that this is a request for a zone change that was appealed from the Planning Commission discussion on August 12, 2014. The parcel is located at 3615 Fruitland Lane. Four findings must be made including; that the proposal is or is not in conformance with Comprehensive Plan policies; that public facilities and utilities are or are not available and adequately serve the property; the physical characteristics of the site do or do not make it suitable for the request at this time; and that the proposal would or would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character and or existing land use. He provided a conceptual site plan, and explained the land use and area zoning maps. There are two recommended conditions from the Engineering Department.

DISCUSSION: Councilmember Gookin asked what a transition or buffer means as referenced in the Comprehensive Plan. Mr. Holm stated that it can be used as a transition between commercial and other zoned property and explained that multifamily means more than a duplex. Councilmember Edinger asked why the Planning Commission voted to deny the request. Mr. Holm said that the Commission felt that R-17 did not fit the neighborhood. Councilmember Adams asked if the developer could build this project with 10 fewer units at the current zoning. Mr. Holms stated that the current zoning would allow 22 units and 35 units could be built at R-17. Councilmember McEvers asked if zoning could be conditional based on the plan presented. Mr. Holm stated that some cities do some proposals with the zoning but not the City of Coeur d'Alene and clarified that it has been done through a special use permit. Councilmember Evans asked for clarification regarding the Comprehensive Plan reference to the neighborhood density of 8 residential units per acre. Mr. Holm explained that the R-8 density is intended for the entire Fruitland area not specific to one parcel.

Mayor Widmyer called for public testimony.

APPLICANT: Ray Harding stated that he is working with Engineer Steve Syrcle on this project. He provided a map of the area and past zone changes. He is interested in developing at the requested density as Coeur d'Alene has been called one of the top ten places to live, and he would like to create affordable senior housing. Mr. Harding stated that 25% of the city population is seniors. He explained that to the north of the proposed development there are 21 units of town homes with large yards. He believes this concept would be a transition and improvement to this area. He reiterated that the property has utilities available. There are services within the area such as US 95 and medical facilities, shopping, etc. The Chamber of Commerce is receiving phone calls for housing for seniors. He believes the conceptual plan demonstrates that he can meet all of the city requirements such as ingress and egress. Additionally, the "Walkscore" demonstrates the ease of walking to area stores and he believes this housing will enhance the neighborhood.

Councilmember Gookin asked how many units Mr. Harding wants to develop. Mr. Harding stated that with ingress and egress it would be approximately 30 units and that 1.5 parking stalls would be required per unit for the development. Councilmember McEvers asked if the units are single level. Mr. Harding confirmed that they are one level with seniors in mind.

Steve Syrcle, Coeur d'Alene, stated that he has history with this property, as he was proposing a development in 2008 as townhomes. He likes this plan, and reiterated that the infrastructure is there and that the development could comply with utility and infrastructure requirements.

Richard Sasher, Coeur d'Alene, stated that he is a nine year resident of North Idaho. He recently turned 65 and is presently living on reduced income so affordable housing is important to him, and he stated that he is in favor of this project. It appears the concern surrounding the development is the density. He believes that if there is a reduction in the number of units then it might not be financially viable for the developer to create the development.

Eddie Keith, Coeur d'Alene, stated that he is the owner of the parcel that he purchased in 2006. He bought the parcel for the purpose of senior housing and it was zoned mobile home. He believes that the whole area needed some improvement. Since the area is referred to as an area of transition, providing services and housing for seniors would fit. There are a lot of mature trees on the lot, and they intend to save many of them. He has seen the area of transition and growth over the years. He believes affordable housing is needed in this community. He can walk from his property to Golden Corral in 90 seconds, 2 minutes to Fred Meyer, and the property is 9/10th of a mile to the Kroc Center.

Aaron Curti, Coeur d'Alene, stated that his family owns the property on Clady Lane and he thinks it is a great idea to develop the land for senior housing. The one fear is that once the property is re-zoned it is easier to get other zones approved abutting the R-17. He acknowledged that there is not a lot that can be done at R-12 density with the cap fee costs, but he cannot be certain that this will be developed.

Rachel Link, Coeur d'Alene, stated that she has helped with the plan for development. She reiterated that the developer was under oath when giving his presentation and this is what they are planning to do with the property. She did find the most current housing has waiting lists.

She clarified that the Comprehensive Plan states that the city envisions this area as a commercial corridor with adjacent multi-family uses. She provided information regarding growth rates of the community and demographics.

APPLICANT REBUTTAL: Mr. Harding stated that he is under oath and the proposal is sincere. He asked the Council to approve the zone change request.

Mayor Widmyer asked what the projected rents would be. Mr. Harding stated that rents will have to be under \$800/month and there are grants available. Councilmember McEvers asked if a PUD would work for this development. Mr. Syrcle stated that the Meadows project was a large project and a PUD made sense. The land size for this project would not be large enough to support a PUD. Councilmember Evans thanked the developers for their work; however, the city needs to look at land use and density to determine if the zone is changed and what could happen if this development does not go through. Mayor Widmyer asked for clarification as to whether or not this project could be brought back as a PUD. Mr. Holm stated that a PUD would set forth what would be required to be developed on the land. Councilmember Gookin asked if the zone change approval would make it easier for property to the south to change. Mr. Holm said that findings would be required but like zones do become clustered. Councilmember Miller asked how long a PUD process would take. Mr. Holm clarified that the applicant would need to prepare documents and clarified that the reason to do a PUD would be a tool for the city and the developer to negotiate items, and to provide exceptions to code requirements. Mr. Harding clarified that he is trying to incorporate a recreation building into the project, as well as trying to include two parking stalls per unit to provide additional visitor parking.

Hearing no other requests to testify, Mayor Widmyer closed public testimony.

DISCUSSION: Councilmember McEvers stated that the project looks like a great place to live with one level units, walkability, and likes the density and location. Councilmember Gookin mentioned the overall density for the Fruitland Lane area in the comprehensive plan is R-8, but adjacent uses should be compatible and land uses are transitional, and this proposal fits in. Councilmember Adams stated that this is a great project and good use of a smaller lot; it will be affordable housing and meets part of the visioning project.

MOTION: Motion by Adams, seconded by McEvers to approve the requested zone change from R-12 to R-17, for property located at 3615 N. Fruitland, and direct staff to prepare the Findings and Order and including the two Engineering Department conditions.

DISCUSSION: Councilmember Edinger expressed concern regarding the developer's claims to be affordable housing and housing for seniors. He believes there are a lot of units being developed. He stated that he is concerned with parking and felt that a PUD should be considered. Councilmember McEvers stated that he was not concerned who the target of the housing was, as anyone could benefit from one bedroom, one bath units with no stairs.

ROLL CALL: McEvers Aye; Miller Aye, Gookin Aye; Evans Aye; Edinger No; Adams Aye.
Motion carried.

ADJOURNMENT: Motion by Gookin seconded by Evans that, there being no further business before the Council, this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 8:31 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

Public Works Committee STAFF REPORT

DATE: October 13, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Vacation of a Portion Mill Avenue Right-of-Way in Block 17 of the East LaCrosse Addition, and, a Portion of Government Road Adjoining that Mill Avenue Right-of-Way

DECISION POINT

Ron Ayers, Recreational Living, LLC, owner of portions of Lots 8 – 12, Block 17, of the East LaCrosse Addition that adjoin a section of the fifty foot (50') right-of-way of Mill Avenue, west of Northwest Boulevard, is requesting the vacation of the right-of-way that adjoins them, and, the thirty foot (30') remainder portion of Government Road at the west end of Mill Avenue (map attached).

HISTORY

The plat of the East LaCrosse addition (attached), which was a subdivision of Lots 15 and 17 of the original Fort Sherman Abandoned Military Reservation was recorded in January 1907. The subdivision consisted of thirty six lots that have subsequently been bisected by Northwest Boulevard and re-subdivided into numerous other subdivisions.

PERFORMANCE ANALYSIS

This portion of Mill Avenue, west of Northwest Blvd. extends +/- 445' until it dead ends at a portion of the original Government Road that ran northerly from the Fort Sherman area. The portion of Government Road, which is thirty feet (30') in width, is a remainder parcel from the bulk of Government Road that was vacated by Ordinance #3122 (attached) in 2003. The total length of the request would amount to approximately the westerly 257 lineal feet, or, 12,850 square feet of that area west of Northwest Blvd. Mill Avenue is not a through street, and, combined with the portion of Government Road, terminates at the easterly boundary of the Merritt Office Park condominium subdivision. This subdivision has two lots that would prevent any extension of the roadway into the development, and, if for some reason it did extend, it would terminate in a parking lot and not link with another street connection.

The area of request is bordered on the north by vacant properties, and, on the south by an RV park. The applicant owns the properties on both sides of the road. A City water main is located in the roadway and provides service to both sides of the road. Should the vacation of the r/w be approved, an easement would be retained over the waterline to insure the City's interest in the facility.

Should the r/w be vacated in favor of the applicant, he is considering a multi-use residential development that could utilize the site in its entirety and not be divided by a roadway. If the site were to develop in such a manner that the water main needed to be relocated or removed, the retained easement could be relinquished at a future date.

FINANCIAL ANALYSIS

Vacation of the noted westerly 257 lineal foot portion of the fifty foot right-of-way, would add approximately 12,850 square feet to the County tax role. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, eventual development of the site could lead to a more significant taxing entity.

SUMMARY

A request has been put forward to vacate a portion of Mill Avenue and Government Road rights-of-way, situated west of Northwest Boulevard. Ron Ayers, the applicant who owns the adjoining lots, is requesting the vacation in order to eventually develop the property and not have it bisected by a roadway. An easement can be retained for existing City utilities in the right-of-way, which could be relinquished at a later date if their need is deemed no longer necessary for development. Should the Committee find merit in this request, a recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on December 2, 2014.

1814589

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
City of CDA

2003 JUL 18 A 9:33

DANIEL J. ENGLISH
[Signature]
DEPUTY NTC
FEES _____

2 pgs

ORDINANCE NO. 3122

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY FROM THE PLAT OF THE FORT SHERMAN ABANDONED MILITARY RESERVATION AND A PORTION OF EMMA AVENUE FROM THE PLAT OF THE EAST LACROSSE ADDITION, RECORDED IN BOOK "B" OF PLATS, PAGE 153-A AND BOOK "B" OF PLATS, PAGE 119 RESPECTIVELY, RECORDS OF KOOTENAI COUNTY, GENERALLY DESCRIBED AS GOVERNMENT ROAD AND EMMA AVENUE IN COEUR D'ALENE, KOOTENAI COUNTY, IDAHO; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE HEREOF.

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

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

Section 1.

That the following described property, to wit:

That sixty-foot (60') portion of Government Road as shown on the plat of Fort Sherman Abandoned Military Reservation, recorded in Book "B" of Plats, Page 153-A, records of Kootenai County, Idaho, from the westerly right-of-way line of Northwest Boulevard to the south right-of-way line of Mill Avenue and also that part of Emma Avenue lying between the West right-of-way line of Northwest Boulevard and the West line of the plat of East Lacrosse Addition recorded in Book "B" of Plats, page 119, records of Kootenai County.

Excepting therefrom the east 30 feet of said Government Road lying between the North right-of-way line and the South right-of-way line of Davidson Avenue, and, also excepting the east thirty feet (30') of said Government Road lying between the North right-of-way line and the South right-of-way line of Mill Avenue.

be and the same is hereby vacated.

1814589

Section 2.

That said vacated rights-of-way shall be divided amongst the adjoining property owners as follows: the westerly thirty feet (30') of Government Road to the adjoiner to the West and the easterly thirty feet (30') of Government Road to the adjoiner/s to the East, and, that portion of Emma Avenue to the adjoiner to the South.

Section 3.

That the existing rights-of-way, easements, and franchise rights of any lot owners, public utility, or the City of Coeur d'Alene shall not be impaired by this vacation, as provided by law, and that the adjoining property owners shall in no manner pave or place any obstruction over any public utilities.

Section 4.

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

Section 5.

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

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, July 15, 2003.

APPROVED by the Mayor this 15th day of July, 2003.


Sandi Bloem, Mayor

ATTEST:

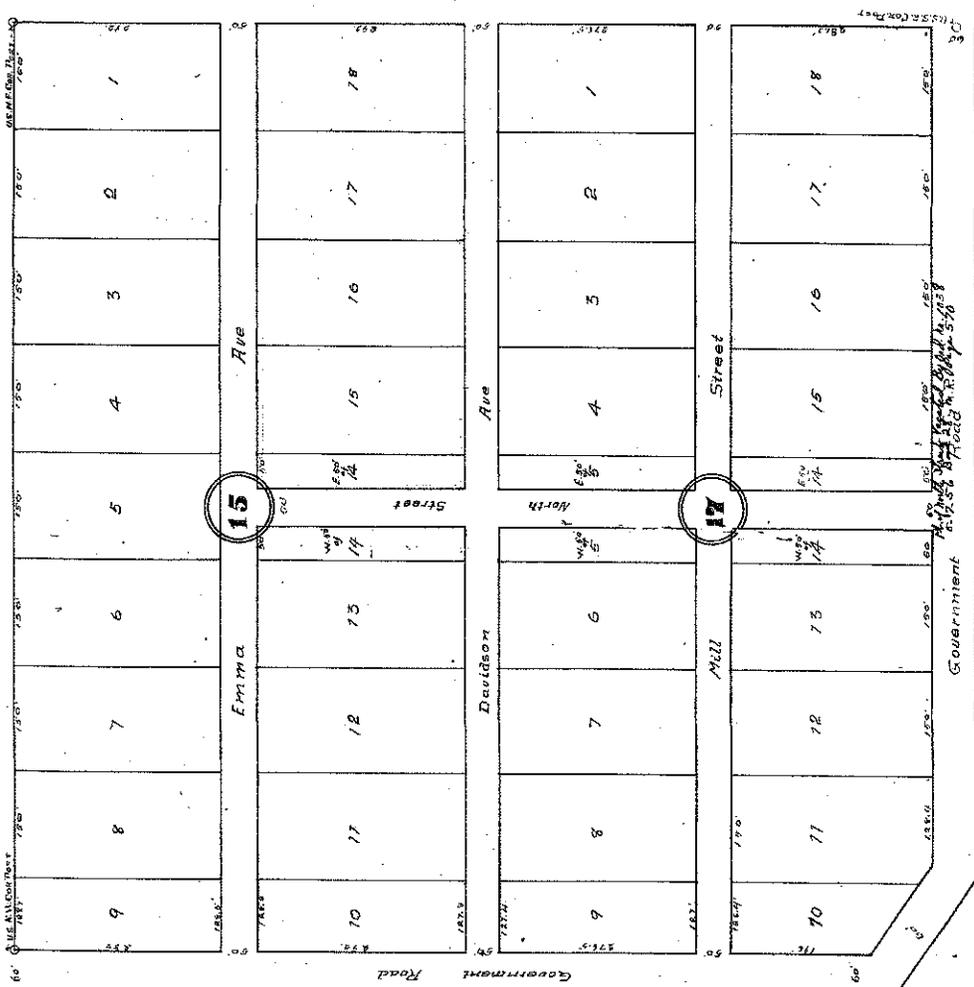

Susan K. Weathers, City Clerk

25104

PLAT OF EAST LA CROSSE

DESCRIPTION: Lots 15 and 17, Section 17, T. 30N. R. 4W. of
S.M. Four 57' wide, centered, Military Res.
ervation, Madison County, Idaho.

Scale: 100ft. = 1 inch



Dedication

State of Idaho
County of Madison
Know all men by these presents, That we Henry Knoffor
Benjamin and Emma Bengtson, his wife, all of County of Adams, State
of Idaho, and also of Idaho, have placed the above described tract of land
to be known as East La Crosse with the area located of the same as set
out above by the plat hereto annexed and with blocks and avenues with their
respective property marked, and one the lands given, granted, donated and devised
said blocks and avenues to the public for public highways
On and under thereof we have heretofore set our hands and seals this
_____ day of _____ in the year of our Lord one thousand nine hundred and
_____.

Henry Knoffor
Benjamin Bengtson
Emma Bengtson

State of Idaho
County of Madison
I, Albert H. Wessley, a notary public in and for
said county and state aforesaid, do hereby certify that Henry Knoffor
Benjamin and Emma Bengtson, his wife, personally known to me
to be the persons whose names are subscribed to the foregoing instrument
afforded before me this day in person and acknowledged that they executed
and delivered the said instrument as their free and voluntary act, for
the use and purpose herein set forth.

And I further certify that Emma Bengtson wife of said Ben-
jamin, acknowledged her signature and ratification thereof from and with
the testimony of her husband, and after I had made known to her the con-
tents of said instrument, that she executed the same freely and vol-
untarily, without fear or compulsion or under the influence of her
husband, and that she did not wish to rescind the execution of the
same.

Given under my hand and official seal this 10 day of January
1917
(Seal) Albert H. Wessley
Notary Public

I hereby certify that this is a correct plat of East
La Crosse
C. L. Emrick

A. Cook
Jan 10
1917
C. L. Emrick
C. L. Emrick

RESOLUTION NO. 14-045

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING S-4-05.M1, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, AND APPROVAL OF SECURITY OF BELLERIVE 5TH ADDITION; APPROVING S-3-12, APPROVAL OF FINAL PLANT, ACCEPTANCE OF PUBLIC IMPROVEMENTS, APPROVAL OF MAINTENANCE / WARRANTY AGREEMENT, AND APPROVAL OF SECURITY FOR COEUR D'ALENE 23RD ADDITION; APPROVING A LEASE AGREEMENT EXTENSION WITH COMMERCIAL PROPERTY MANAGEMENT, LLC FOR OFFICE SPACE AT 816 SHERMAN; APPROVING A MEMORANDUM OF UNDERSTANDING WITH DALTON GARDENS FOR THE READING OF WATER METERS ON GOVERNMENT WAY BETWEEN DALTON AND HANLEY AVENUES; APPROVING AN AGREEMENT WITH KOOTENAI COUNTY FOR FUNDING OF CITYLINK TRANSIT SYSTEM; APPROVING A MASTER AGREEMENT WITH KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (KCEMSS); AND APPROVING A CONTRACT WITH WELCH-COMER ENGINEERS FOR SURVEY OF BNSF PROPERTY.

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 H" and by reference made a part hereof as summarized as follows:

- A) Approving S-4-05.m1, Acceptance of Public Improvements, Approval of maintenance / Warranty Agreement, and approval of Security of Bellerive 5th Addition;
- B) Approving S-3-12, Approval of Final Plant, Acceptance of Public Improvements, Approval of Maintenance / Warranty Agreement, and approval of Security for Coeur d'Alene 23rd Addition;
- C) Approving a Lease Agreement Extension with Commercial Property Management, LLC for office space at 816 Sherman;
- D) Approving a Memorandum of Understanding with Dalton Gardens for the reading of water meters on Government Way between Dalton and Hanley Avenues;
- E) Approving an Agreement with Kootenai County for funding of CityLink transit system;
- F) Approving a Master Agreement with Kootenai County Emergency Medical Services System (KCEMSS);
- G) Approving a Contract with Welch-comer Engineers for survey of BNSF Property;

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 H" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

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

DATED this 21st day of October, 2014.

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER EVANS	Voted _____
COUNCIL MEMBER MILLER	Voted _____
COUNCIL MEMBER MCEVERS	Voted _____
COUNCIL MEMBER ADAMS	Voted _____
COUNCIL MEMBER GOOKIN	Voted _____
COUNCIL MEMBER EDINGER	Voted _____

_____ was absent. Motion _____.

**CITY COUNCIL
STAFF REPORT**

DATE: October 21, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Bellerive 5th Addition: Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. City Council acceptance of the installed public improvements for the Bellerive 5th Addition subdivision.
2. City Council approval of the maintenance/warranty agreement and security.

HISTORY

- a. Applicant:
Robert Newell
Riverstone Waterfront, LLC
1950 W. Bellerive Lane
Suite 107
Coeur d'Alene, ID 83814
- b. Location: North side of Bellerive Lane and, south of Beebe Blvd.
- c. Previous Action:
 1. Final plat approval of the Bellerive 5th Addition, August 2014.

FINANCIAL ANALYSIS

The developer is reducing a previously installed subdivision agreement security of \$70,875.00 to \$6,750.00, to insure the maintenance of the installed public infrastructure improvements (utility laterals and storm drain line) during the one (1) year warranty period.

PERFORMANCE ANALYSIS

The developer had previously entered into a subdivision agreement and has now installed all of the required public improvements, and, the appropriate City departments have approved the installations and have found them ready to accept them for maintenance. Acceptance of the installed improvements will allow issuance of all building permits for the development. The City maintenance will be required to start after the one (1) year warranty period expires on October 21, 2014.

DECISION POINT RECOMMENDATION

1. Accept the installed public improvements.
2. Approve the Maintenance/Warranty Agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Bellerive 5th Addition

THIS AGREEMENT made this ____ day of October, 2014 between Riverstone Waterfront, LLC, whose address is 1950 W. Bellerive Lane, Suite #109, Coeur d'Alene, ID, 83814, with Robert L. Newell, Manager, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has previously approved the final subdivision plat of Bellerive 5th Addition, a twenty four (24) lot, residential development in Coeur d'Alene, situated in Sections 10 and 11, Township 50 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the Bellerive Fifth Addition construction plan record drawings plans entitled "Bellerive Fifth Addition", dated September 15, 2014, and, the record drawings of the Bellerive Storm Drain Re-alignment, dated September 11, 2014, signed and stamped by Drew C. Dittman, PE, # 11138, including but not limited to: sanitary sewer lateral services, potable water services, and, storm drain main line and appurtenances, as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 21st day of October, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

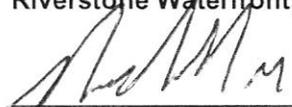
City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Riverstone Waterfront, LLC



Robert L. Newell, Member

**CITY COUNCIL
STAFF REPORT**

DATE: October 21, 2014
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: **Coeur d'Alene Place 23rd Addition: Final Plat Approval, Acceptance of Improvements, Maintenance/Warranty Agreement and Security Approval**

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a twenty one (21) lot residential development.
2. Acceptance of the installed public infrastructure improvements for the Coeur d'Alene Place 23rd Addition.
3. Approval of the Maintenance/Warranty Agreement and security.

HISTORY

- a. Applicant: Kevin Schneidmiller
Greenstone-Kootenai II, Inc.
1421 N. Meadowwood Lane
Suite 200
Liberty Lake, WA 99019
- b. Location: East side of Atlas road, north of Sorbonne Drive.
- c. Previous Action:
 1. Final plats of CdA Place through the 16th Addition 1994 – 2008.
 2. Final plat of CdA Place 17th Addition, 2010.
 3. Final plat of CdA Place 18th Addition, 2012.
 4. Final plats of CdA Place 19th – 21st Additions, 2013.
 5. Final plat of CdA Place 22nd Addition – June 2014.

FINANCIAL ANALYSIS

The developer is installing the required warranty bond (10%) to cover any maintenance issues that may arise during the one (1) year warranty period that will commence upon this approval, and terminate, on October 21, 2015. The amount of the security provided is \$13,055.00.

PERFORMANCE ANALYSIS

The developer has installed all the utility improvements, and the responsible City departments have approved the installations and found them ready to accept. All road infrastructure in this phase of the development is private and the responsibility of the homeowners association. Acceptance of the installed improvements will allow the issuance of all available building permits for this phase of the development, and Certificate of Occupancy issuance upon completion. The City maintenance would be required to start after the one (1) year warranty period expires on October 21, 2015.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.
2. Accept the installed public infrastructure improvements.
3. Approve the Maintenance/Warranty agreement and accompanying security.

AGREEMENT FOR MAINTENANCE/WARRANTY OF SUBDIVISION WORK
Coeur d'Alene Place 23rd Addition

THIS AGREEMENT made this ____ day of October, 2014 between Greenstone-Kootenai II, Inc., whose address is 1421 Meadowwood Lane, Suite 200, Liberty Lake, WA 99019, with Kevin Schneidmiller, President, hereinafter referred to as the "**Developer**," and the city of Coeur d'Alene, a municipal corporation and political subdivision of the state of Idaho, whose address is City Hall, 710 E. Mullan Avenue, Coeur d'Alene, ID 83814, hereinafter referred to as the "**City**";

WHEREAS, the City has approved the final subdivision plat of Coeur d'Alene Place 23rd Addition, a twenty one (21) lot, residential development in Coeur d'Alene, situated in the Southwest ¼ of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho; and

WHEREAS, the Developer completed the installation of certain public improvements in the noted subdivision as required by Title 16 of the Coeur d'Alene Municipal Code and is required to warrant and maintain the improvements for one year; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The Developer agrees to maintain and warrant for a period of one year from the approval date of this agreement, the public improvements as shown on the construction plans entitled "Coeur d'Alene Place 23rd Addition", signed and stamped by Doug J. Desmond, PE, # 10886, dated July 21, 2014, including but not limited to: sanitary sewer system and appurtenances, potable water system and appurtenances, stormwater drainage swales, drywells and appurtenances, and, monumentation as required under Title 16 of the Coeur d'Alene Municipal Code.

The Developer herewith delivers to the City, security in a form acceptable to the City, for the amount of Thirteen Thousand Fifty Five and 00/100 Dollars (\$13,055.00) securing the obligation of the Developer to maintain and warrant the public subdivision improvements referred to herein. The security shall not be released until the 21st day of October, 2015. The City Inspector will conduct a final inspection prior to the release of the security to verify that all installed improvements are undamaged and free from defect. In the event that the improvements made by the Developer were not maintained or became defective during the period set forth above, the City may demand the funds represented by the security and use the proceeds to complete maintenance or repair of the improvements thereof. The Developer further agrees to be responsible for all costs of warranting and maintaining said improvements above the amount of the security given.

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

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

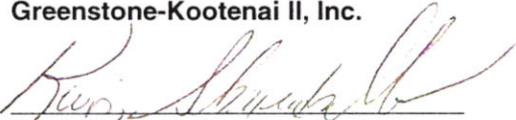
City of Coeur d'Alene

Steve Widmyer, Mayor

ATTEST

Renata McLeod, City Clerk

Greenstone-Kootenai II, Inc.



Kevin Schneidmiller, President

Maintenance
Bond
Warranty Term
in years

SAIFSU0638849

Bond Number

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, Greenstone-Kootenai II, Inc.
1421 N Meadowwood Ln # 200, Liberty Lake, WA 99019-7616

as Principal, and International Fidelity Insurance Company, a corporation organized under the laws of the State
NJ and duly authorized to do business in the State of, _____ ID _____ as Surety, are held and firmly bound
unto City of Coeur d'Alene / City Hall

as Obligee, in the penal sum of Thirteen Thousand Fifty Five Dollars and 00/100
(\$ 13,055.00), to which payment well and truly to be made we do bind ourselves, our and each of our
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

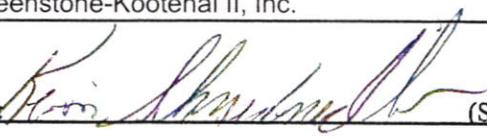
WHEREAS, the said Principal entered into a Contract with the Obligee, dated the 21st day of October,
2014, a copy of which is hereto attached and made a part hereof, for Public improvements as shown on
the construction plans entitled "Coeur d'Alene Place 23rd Addition", signed & stamped by Doug J.
Desmond, PE, #10886, dated July 21, 2014

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that
the work will be free of any defective materials or workmanship which become apparent during the period of
One (1) year(s) following completion of the Contract then this obligation shall be void, otherwise to remain
in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is
extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 7th day of October, 2014.

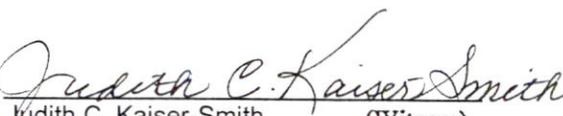
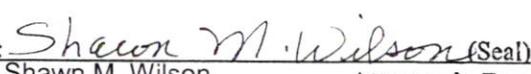
PRINCIPAL

Greenstone-Kootenai II, Inc.

By:  (Seal)


(Witness)

International Fidelity Insurance Company

 By:  (Seal)
Judith C. Kaiser-Smith (Witness) Shawn M. Wilson, Attorney-in-Fact

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ED HEINE, GEORGE SEATON, ALLAN HULTGREN, SHAWN M. WILSON, BRENDA J. SMITH,
JAMES E. MAJESKEY II, JONATHAN M. EMMONS, NAOMI GERBER, LISA KYER, SHELLY DONOVAN,
JACLYN R. KRUSE, THOMAS V.A. DAVIS, MARLA J. DAVENPORT

Missoula, MT.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

7th day of October, 2014

MARIA BRANCO, Assistant Secretary

**CITY COUNCIL
STAFF REPORT**

DATE: October 21, 2014
FROM: Michael C. Gridley, City Attorney
SUBJECT: 816 Sherman Lease Amendment

DECISION POINT:

Whether the City should amend the lease agreement for 816 Sherman to extend the term for 12 months.

HISTORY:

The current lease agreement expires on October 31, 2014 for the building occupied by the Legal department. Legal moved into this building in 2002 when the University of Idaho moved into Harbor Center.

FINANCIAL ANALYSIS:

The current rent is \$2,400 per month and will remain at this rate for the 12 month extension.

PERFORMANCE ANALYSIS:

The current space serves the needs of the Legal department and is close to City Hall. There is no other comparable space near City Hall.

DECISION POINT/RECOMMENDATION:

The Legal Department recommends that Council approve the 12 month extension of the 816 Sherman lease agreement with Commercial Property Management, LLC.

COMMERCIAL PROPERTY MANAGEMENT, LLC
P.O. BOX 3145
COEUR D'ALENE, IDAHO 83816
(208) 665-6473 or (208) 640-9470
FAX (866) 293-6729

September 24, 2014

Mike Gridley
City Attorney
City of Coeur d'Alene
PO Box 489
Coeur D Alene, ID 83816

Dear Mike:

This letter will serve as an Amendment to your Lease for your space at 816 Sherman Avenue, Suites 3, 4, & 5 Coeur d'Alene, Idaho 83814. Your lease will be extended for 12 months starting November 1, 2014 and ending October 31, 2015. Rent to remain at \$2,400.00 per month.

All terms and conditions of the original Lease agreement to remain the same except for the following:

The Premises: The Lessor hereby Leases unto Lessee the Premises known as 816 Sherman Avenue, Suites 3, 4, & 5 and basement, Coeur d'Alene, Idaho 83814.

Please sign the acknowledgement below, and return to our office. Please contact me at 208/665-6473 or 208/640-9470, if you have any questions.

Sincerely,
Commercial Property Management LLC

Jim Koon
Manager
(208) 665-6473 or (208) 640-9470

City of Coeur d'Alene (Mayor)

By: _____

Steve Widmyer

Date: _____

Attest by City Clerk

By: _____

Renata McLeod

Date: _____

Magnuson Properties Partnership (Owner)

By: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DALTON GARDENS
AND
THE CITY OF COEUR D'ALENE
FOR
THE READING OF WATER METERS ON GOVERNMENT WAY
BETWEEN DALTON AVENUE AND HANLEY AVENUE**

I. PURPOSE:

This Memorandum of Understanding (MOU) is between the City of Dalton Gardens (“DG”) and the City of Coeur d’Alene (“CDA”) and is intended to document the parties’ understanding of, and agreement to have CDA read the water meters in DG on Government Way from Dalton Avenue to Hanley Avenue (the Project).

II. RECITALS:

WHEREAS, DG and CDA are municipal corporations organized under the laws of the State of Idaho; and

WHEREAS, DG and CDA understand and agree that to facilitate the efficient and accurate billing for sewer service provided to DG by CDA that CDA should take over responsibility for the reading of water meters in DG along Government Way between Dalton and Hanley; and;

WHEREAS, it is the mutual desire of DG and CDA to memorialize their understanding and agreement with respect to their cooperation on water meter reading and sewer service billing; and

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

NOW, THEREFORE, it is hereby agreed as follows:

III. AGREEMENT:

1. DG will supply all materials required for each radio read water meter installation. DG will provide all meter settings with safe and efficient access.
2. DG will pay to CDA Water Department all labor costs for the installation of each meter. The parties understand and agree that the estimated cost of installation shall be two employees at ½ hour rate (\$30.00) plus ½ hour truck time (\$5.00) for an estimated labor cost of thirty-five dollars (\$35.00) for each meter installed.
3. The CDA Water Department will provide CDA Utility Billing the water meter readings on the DG accounts that are receiving CDA sewer service.

4. The CDA Water Department will read the DG's water meters at properties receiving sewer service once a month at time of CDA reading its own water meters. Additional water meter reads throughout the month will cost DG ten dollars (\$10.00) per meter.
5. If requested, the CDA Water Department will provide the actual meter reading data to DG in a mutually agreeable format.
6. DG will be responsible for the upkeep and eventual replacement of the water meters at such a time that the Coeur d'Alene Water Department determines that it is necessary to replace the meters due to age. This will be done typically every 8-10 years.
7. This MOU is specifically limited to Government Way between Dalton Avenue and Hanley Avenue.
8. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
9. That this MOU may be modified by mutual written agreement.
10. This MOU may be terminated by either party upon thirty (30) day written notice.
11. Each party shall be liable for any and all claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

DATED this _____ day of October, 2014

CITY OF COEUR D'ALENE

CITY OF DALTON GARDENS

Steve Widmyer, Mayor

Dan Franklin, Mayor

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Valerie Anderson, City Clerk

Staff Report

Date: October 21, 2014
From: Troy Tymesen, Finance Director
Subject: Letter of Agreement for Public Transportation, annual renewal of CityLink

Decision Point:

To approve the agreement and funding for the City's portion of public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System for fiscal year 2014-15.

History:

The 2000 census designated the cities of Coeur d'Alene, Post Falls, Hayden, Huetter and Dalton Gardens, as an urbanized area within Kootenai County. The transit service in the urbanized area of the County is a cooperative effort between the cities, the County, the Coeur d' Alene Tribe, Kootenai Health, the Post Falls Highway District and the Kootenai Metropolitan Planning Organization. The 2010 population of Kootenai County based on the US Census data was 138,494. Approximately 98,378 residents are within the Kootenai county urban transit service area of 47 square miles. The City Council approved this agreement for fiscal years 2007 through 2014.

Financial Analysis:

The City is being asked to fund \$43,983, the same amount as fiscal years 2009 through 2014. The proposed expenditure is included in the current financial plan, under the Engineering Department General Ledger # 001-020-4322-4810 of the City's financial plan. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. The current 12 month annual cost is \$700,000. Funding covers operations, maintenance, vehicle procurements, and administration of the system

Performance Analysis:

The funding of the requested \$43,983.00 is just 6.0% of the total public transportation budget. The City also provides the service of the Specialized Needs Recreation Van that was acquired with grant funds.

Quality of Life Analysis:

The CityLink fixed route service provides 3 routes within the urbanized area and facilitated over 400,000 passenger trips last year. The tribe also operates a rural service making transit service possible from Tensed to Hayden or to the Stateline area. Kootenai Health provides paratransit service for medical trips providing approximately 19,000 trips. Kootenai County contracts a private transit service contractor to provide service under the Americans with Disabilities Act (ADA). This service provides door to

door service for qualified disabled individuals; service start-up was August of 2011. Last year Citylink Paratransit provided in excess of 12,600 passenger trips.

Decision Point/Recommendation:

To approve the agreement and funding for the City's portion of public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System for fiscal year 2014-15.



KOOTENAI COUNTY

TRANSIT SYSTEM

24 September 2014

Mayor Steve Widmyer
City of Coeur d'Alene
710 E. Mullan Ave
Coeur d'Alene, ID 83814

Subject: Public Transit Funding Agreement

Dear Mayor Widmyer,

The attached documents are submitted on behalf of Kootenai County, the Coeur d'Alene Tribe, and Kootenai Health to support the continued operation of public transit within the urban service area of Kootenai County. Transit service is provided through joint efforts of local public agencies and serves both fixed route and paratransit services under the Americans with Disabilities act.

The enclosed funding agreement between the City of Coeur d'Alene and Kootenai County is for the 2015 fiscal year which runs from 1 October 2014 through 30 September 2015. Please sign and return both agreements with an original signature.

We sincerely appreciate the City of Coeur d'Alene's support to provide public transportation to the citizens of Kootenai County—and look forward to meeting with you to further discuss the strategy, vision, services and sustainability of the transit system within Kootenai County.

Respectfully Submitted,

A handwritten signature in black ink that reads "Jody Bieze".

Jody Bieze
FTA Grant Administrator
Kootenai County

cc: Renata McLeod, City Clerk

PUBLIC TRANSIT LETTER OF AGREEMENT

THIS AGREEMENT is entered into between the county of Kootenai, hereinafter "COUNTY" and the City of Coeur d'Alene, hereinafter "CITY", and shall be effective on the date all parties have affixed their signatures to this Agreement.

WHEREAS, the Urbanized Area of Kootenai County has been designated to include lands within the cities of Coeur d'Alene, Post Falls, Hayden, Dalton Gardens and Huetter; and

WHEREAS, federal funds under a Federal Transit Administration (FTA) grant are available to provide public transportation services including public transportation administration and planning within the Urbanized Area; and

WHEREAS, the COUNTY has been designated by the Governor of the state of Idaho as the grantee for Federal Transit Administration (FTA) funds; and

WHEREAS, having access to public transportation is a benefit to the citizens within the Urbanized Area; and

WHEREAS, municipalities are authorized to participate in the funding of public transportation;

NOW THEREFORE, It is agreed as follows:

1. The COUNTY shall be responsible for contracting with public transportation service providers, providing transportation planning, administration, and distribution of the Section 5307 or other United States Department of Transportation or Federal Transit Administration grant monies in order to provide for public transportation within the Urbanized Area of Kootenai County.
2. The CITY agrees to provide funding in the amount of \$43,983 (Forty Three Thousand, Nine Hundred and Eighty Three Dollars) as part of the match that is required for USDOT/FTA grants for the fiscal year beginning on 1 October, 2014 and ending on 30 September 2015. The CITY further agrees to provide one-half of said funding on or before the 28th day of February, 2015, with the balance due no later than the 31st day of July 2015.

IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

Todd Tondee, Chairman
Kootenai County Commissioners

Date

ATTEST:

Jim Brannon, County Clerk

Steve Widmyer, Mayor
City of Coeur d'Alene, Idaho

Date

ATTEST:

Renata McLeod, City Clerk

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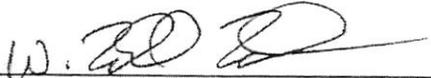
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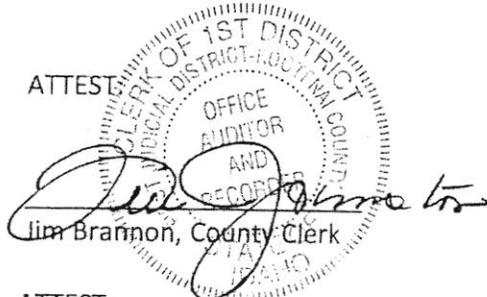
IN WITNESS WHEREOF, the parties hereto have affixed the signature of their duly authorized official.

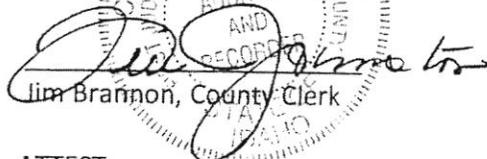


 Todd Tondee, Chairman
 Kootenai County Commissioners

7-29-14
 Date

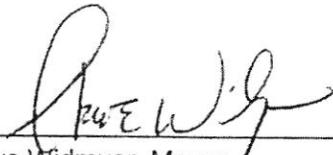
ATTEST





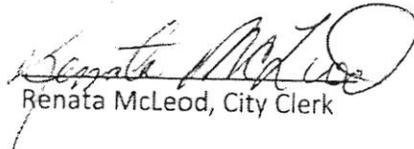
 Jim Brannon, County Clerk

ATTEST:



 Steve Widmyer, Mayor
 City of Coeur d'Alene, Idaho

07/15/14
 Date



 Renata McLeod, City Clerk

City Agreement_Coeur d'Alene_140616

GENERAL SERVICES COMMITTEE

Date: September 29, 2014

From: Kenny Gabriel, Fire Chief

Re: Kootenai County Emergency Medical Services System (KCEMSS) Master Agreement.

DECISION POINT: Should the Council approve the newest version of the Master Agreement?

HISTORY: The City has been part of KCEMSS since January, 2001. We have entered into an agreement annually that clarifies the responsibilities the City has in regards to our position within KCEMSS.

FINANCIAL ANALYSIS: There is no negative financial impact to the City.

PERFORMANCE ANALYSIS: The Master Provider Agreement is a positive document which assures certain operational and administrative tasks are being performed. It assures compliance with State of Idaho requirements as well as clearly defining the City's obligations.

DECISION POINT/RECOMMENDATION: Approve the new version of the Master Provider Agreement with KCEMSS.

MASTER JOINT POWERS AGREEMENT FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY MEDICAL SERVICES IN KOOTENAI COUNTY, IDAHO

THIS AGREEMENT is made by and between **Kootenai County**, State of Idaho (hereinafter referred to as "Kootenai County"), the **Kootenai County Emergency Medical Services System** (hereinafter referred to as "the System"), **Northern Lakes Fire Protection District** (hereinafter referred to as "Northern Lakes"), **Kootenai County Fire and Rescue** (hereinafter referred to as "Kootenai Fire"), the **City of Coeur d'Alene**, State of Idaho (hereinafter referred to as "Coeur d'Alene"), **Timberlake Fire Protection District** (hereinafter referred to as "Timberlake"), **Spirit Lake Fire Protection District** (hereinafter referred to as "Spirit Lake"), **Worley Fire Protection District** (hereinafter referred to as "Worley Fire"), **Mica-Kidd Island Fire Protection District** (hereinafter referred to as "M-K Fire"), **Hauser Lake Fire Protection District** (hereinafter referred to as "Hauser Fire"), **East Side Fire Protection District** (hereinafter referred to as "East Side Fire"), and **St. Maries Fire Protection District** (hereinafter referred to as "St. Maries Fire").

RECITALS

A. All of the parties hereto desire to combine and unify pre-hospital emergency medical services, including emergency and non-emergency medical transport services, throughout Kootenai County, and to provide for certainty, consistency and economy in the management and delivery of those services.

B. Title 31, Chapter 39, Idaho Code provides that a county may establish an ambulance service for residents of the county and also enter into cooperative agreements with other governmental entities, private individuals, and corporations, to provide ambulance service for the county, portions thereof, and adjacent counties.

C. The Kootenai County Board of Commissioners, in its capacity as the governing board of the Kootenai County Ambulance District pursuant to Title 31, Chapter 39, Idaho Code, is ultimately responsible for the provision of emergency medical services in Kootenai County. Kootenai County currently holds an advanced life support level 1 EMS transport license issued by the State of Idaho.

D. Idaho Code §§ 67-2326 through 67-2333 provides that public agencies may enter into agreements with one another for joint or cooperative action which includes, but is not limited to, joint use, ownership and/or operation agreements. This Agreement is, and shall be construed as, a joint powers agreement enacted pursuant to the authority cited in the above-cited sections of Idaho Code.

E. The System is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County by the fire protection districts located within Kootenai County and by the City of Coeur d'Alene. It is the desire of both Kootenai County and the System to retain this cooperative fire-based system for the exclusive provision of EMT,

Advanced 85, Advance 2011, and Paramedic emergency medical services to the County. The System is listed as the administrative agency on Kootenai County's EMS license.

F. The parties to this Agreement other than Kootenai County and the System mutually desire to assist in providing emergency medical services to the residents of Kootenai County, including ambulance transport services. They shall be collectively referred to hereafter as “medical service providers.”

FOR AND IN CONSIDERATION of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the parties to this Agreement as having been received, the parties mutually promise, covenant and agree as follows:

I. COMMON TERMS

1.1 **Duration:** The duration of this Agreement shall be as provided herein, including both the initial term of this Agreement and all subsequent extensions thereof.

1.1.1 **Initial Term:** The initial term of this Agreement shall commence at 12:01 a.m. on October 1, 2014, and shall terminate at 12:01 a.m. on October 1, 2015.

1.1.2 **Renewals and Earned Extensions:** It is further agreed to by the parties hereto that prior to the end of each term, and so long as the material terms of this Agreement have been fulfilled by the System, the System shall have the option, at its sole discretion, to renew this Agreement with the Kootenai County Board of Commissioners for an additional term of one (1) year, on the same terms and conditions as set forth herein, except that the System shall also have the right to negotiate a reasonable tax levy and user fee increase with Kootenai County prior to the System exercising its option to renew this Agreement. The System must provide Kootenai County with written notice of its intent to exercise its option to renew no later than sixty (60) days prior to the expiration of the then-current term; provided, that submittal of an annual budget to the Kootenai County Board of Commissioners for the succeeding fiscal year shall be sufficient to satisfy this requirement. Prior to giving notice of its intent to exercise its option to renew this Agreement, the System shall meet with all of the medical service providers at least thirty (30) days prior to the system’s public budget hearing who are parties thereto and negotiate the amounts of the monthly payments and other specific conditions required to renew their continued performance under this Agreement for the next term.

1.2 **Organization, Composition and Nature of the System:** The System is a joint administrative entity formed pursuant to Title 2, Chapter 3, Kootenai County Code, for the express purpose of providing for joint management, finance, provision and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, in Kootenai County. The System shall be composed of Kootenai County, the City of Coeur d’Alene, and each of the fire protection districts

which have executed this Agreement. The System shall be operated by a joint powers board (hereinafter referred to as the “JPB” and described in the System’s by-laws) and shall be the party hereto which shall be primarily responsible for organizing and managing the provision of emergency and non-emergency medical services in Kootenai County.

1.3 **Purpose:** Kootenai County, by the terms of this Agreement, hereby authorizes the System, by itself and with the agreement and assistance of the other medical service providers who are party to this Agreement, to operate and manage Kootenai County's pre-hospital emergency medical services system, including critical care, advanced and basic life support services, and emergency and non-emergency medical transport services.

1.4. **Manner of Financing and Budgeting.**

1.4.1 **User Fees:** Kootenai County hereby authorizes the System to receive and retain all user fees the System bills and collects from System users for pre-hospital emergency and non-emergency medical services within Kootenai County, including, but not limited to, emergency and non-emergency transports, patient treatment without transport, critical care transports, inter-facility transports and standbys in which System equipment is utilized. The parties further agree that the System and the medical service providers hereto will meet and confer on any proposed changes to the user fee schedule before the JPB determines what proposed changes to the user fee schedule, if any, should be recommended annually to the Kootenai County Board of Commissioners for their final approval.

1.4.2 **Budget and Levy:** In addition, the System shall annually submit a budget to the Kootenai County Board of Commissioners and to the Kootenai County Auditor, which shall include the amount of County tax revenues that the System believes it shall require in order to administer the duties of the System and the medical service providers pursuant to the terms of this Agreement. The System shall present the budget to Kootenai County on or before the first day of August of each year that this Agreement is in effect. Prior to doing so, the System shall have first met and conferred with the medical service providers hereto, and the JPB shall have conducted at least one (1) public hearing on the proposed budget. The budget shall include all costs of operation, including those amounts due to the medical service providers hereto, and an estimate of anticipated revenues. Upon approval of the System's budget by the Kootenai County Board of Commissioners, which shall occur in conjunction with the approval of the County’s annual budget, the Board of Commissioners shall then set the amount of the County’s emergency medical services levy in an amount sufficient to fund that portion of the System’s budget that is to be funded by County tax revenue. Kootenai County shall collect the taxes due pursuant to said levy and then provide all of those revenues to the System.

1.4.3 **Waiver of Charges:** The parties further mutually covenant and agree that Kootenai County shall waive all fees, assessments, or other charges for county services related to the operation of the System, to the extent permitted by law, except as may be provided pursuant to subsequent mutual agreement.

1.4.4 **Compensation:** The monthly compensation to be paid to each medical service provider shall be as determined and approved by the JPB in the annual budget of the System. However, the withdrawal of a medical service provider from the System or the termination of a medical service provider from the System for cause pursuant to Subsection 1.5 below, shall relieve the System of any obligation under this section beginning on the effective date of withdrawal or termination.

1.5 **Withdrawal and Termination.**

1.5.1 **Withdrawal Rights:** No party shall withdraw from this Agreement except under one or more of the following circumstances:

- a. the party seeking to withdraw is insolvent;
- b. there has been a judicial determination that it is unlawful for the party to continue to perform under the terms of this Agreement;
- c. payments to a party as set forth in this Agreement are at least ninety (90) days past due; or
- d. a material breach of any other term of this Agreement has occurred.

A party seeking to withdraw from this Agreement shall give the System and Kootenai County at least ninety (90) days' written notice before such withdrawal shall become effective. A withdrawal for reasons (c) or (d) above shall be null and void, and have no force or effect, if the condition(s) giving rise to the withdrawal are cured to the reasonable satisfaction of the party seeking to withdraw, by the System and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by the System or Kootenai County, whichever is later.

The withdrawal of any one party from this Agreement pursuant to this subsection shall not constitute a termination of the entire Agreement, and the System and remaining medical service providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

1.5.2 **Termination.**

- a. For Cause. This Agreement may be terminated for cause with respect to any party found by the System or Kootenai County to be in default of this Agreement with ninety (90) days' written notice to the defaulting party specifying the reasons for the default; provided, however, that such termination shall be null and void, and have no force or effect, if the default is

cured to the reasonable satisfaction of the System and/or Kootenai County within ninety (90) days after the date on which notice of withdrawal is received by the defaulting party. "Default," for purposes of this subsection, shall mean any violation or breach of any covenant, agreement, term or condition of this Agreement, or the failure to keep or perform any covenant, agreement, term or condition of this Agreement.

- b. Effect of Termination of Party for Cause. The termination of any party for cause pursuant to this subsection shall not constitute a termination of the entire Agreement, and the System and remaining medical service providers hereto shall continue to arrange to provide service to Kootenai County for the remainder of the contract term.

- 1.6 **Best Efforts:** All of the parties hereto further mutually covenant and agree to deal with each other, at all times, in good faith, particularly with respect to Kootenai County's review of the System's performance levels and standards, and the County's approval of the System's user fee schedule and annual budget. The parties agree to do all things, to the extent reasonably practicable, to settle disputes amicably and quickly, and to forge a mutually beneficial and long lasting working relationship.
- 1.7 **EMS Standards:** It is further agreed by all of the parties hereto that they shall all abide by the applicable standards and requirements of the Idaho Department of Health and Welfare, EMS Bureau (hereinafter referred to as the "EMS Bureau"), as set forth in the Rules for EMS Personnel, IDAPA 22.01.06, the Rules Governing Emergency Medical Services, IDAPA 16.02.03, and Standards Manuals as developed and published by the EMS Bureau, as well as the Kootenai County EMS Ordinance, Title 2, Chapter 1, Kootenai County Code, and all other relevant statutes, ordinances and administrative rules developed and enacted by federal, state, or local government.
- 1.8 **Stationing of Vehicles:** Notwithstanding any other provision of this Agreement, each medical service provider shall ensure that all ambulances used in the provision of EMS services pursuant to this Agreement are stationed within the System's service area and are staffed at all times as prescribed in this Agreement. Ambulances shall be used for the provision of emergency service and regular service provider departmental duties only. The Kootenai County Ambulance Deployment Plan must also be reviewed and agreed upon annually by the System and the transport agencies and must be turned in to the EMS Bureau.
- 1.9 **Response Time Monitoring and Reporting:** The System will regularly monitor both chute and response times (as defined below) and report those on a quarterly basis. The system and partner agencies will establish a standard that is based on data and EMS standards, and is mutually agreeable. The System and medical service providers will establish a standard for both chute and response times which takes into account the likelihood that slight variations in response times for each department may occur as a result of variations in geography or areas of coverage.

- Chute Times – The time from notification of the department of a pending call until the first EMS unit (ambulance or engine) is en route on all emergency and non-emergency calls.
- Response Times – The time from which the first responding unit goes en route to an incident until it arrives on scene.

1.10 **Indemnification.**

1.10.1 Each of the medical service providers hereto mutually covenants and agrees that it shall indemnify, defend and hold harmless the System and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the medical service providers' agents, employees or representatives under this Agreement to the extent allowed by law.

1.10.2 The System agrees to indemnify, defend and hold harmless the medical service providers and Kootenai County and their officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the System and its agents, employees or representatives, excluding Kootenai County and the medical service providers who are party hereto, and including the System's Medical Director(s), under this Agreement to the extent allowed by law.

1.10.3 Kootenai County agrees to indemnify, defend and hold all of the other parties to this Agreement harmless from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Kootenai County, its agents, employees or representatives under this Agreement to the extent allowed by law.

1.11 **Insurance:** Notwithstanding the provisions of Section 1.10 above:

1.11.1 The System agrees to maintain liability and collision insurance on the vehicles which it owns, including the ones that it is allowing various medical service providers hereto to use, as stated in more detail later in this Agreement.

1.11.2 Except as provided in Paragraph 1.11.1 above, each of the parties hereto shall maintain a comprehensive general liability insurance policy, or equivalent self-insurance, at all times during the term of this Agreement, including coverage against any and all suits, claims, losses, actions, damages or liability for injury to persons or damage to property arising out of or in connection with the said party's acts. Said insurance policies shall have a limit of at least five hundred thousand dollars (\$500,000.00) with respect to claims brought pursuant to the Idaho Tort

Claims Act, Title 6, Chapter 9, Idaho Code, and at least two million dollars (\$2,000,000.00) for all other claims.

- 1.11.3 Each medical service provider hereto shall provide the System and Kootenai County with proof of insurance consistent with the above provisions on or before the 15th of September annually. In addition, each medical service provider that houses or drives a System-owned vehicle must provide the System with a current copy of its vehicle accident policy and/or procedure no later than September 15th annually. Additionally, each medical service provider that allows observer or student ride-alongs must provide a copy of their ride-along policy and release forms to the System no later than September 15th annually. Failure to provide any of the documentation required herein will result in a suspension of regular payments for the medical service provider until such documentation is provided.
- 1.12 **Annual Report:** The System shall provide Kootenai County with a written Annual Report concerning the status of the System's operation annually each year that this Agreement is in effect. The report will include, at a minimum, a certified copy of the System's audited financial statement for the previous fiscal year, as well as key performance data. The Chief Officer for the System shall present the report on behalf of the JPB. The JPB and/or the Chief Officer for the System shall also meet with the Kootenai County Board of Commissioners as requested, in order to discuss the status of the System's operation and state of affairs.

II. ADDITIONAL RESPONSIBILITIES OF KOOTENAI COUNTY

- 2.1 **EMS Levy:** Kootenai County shall assess and collect the county EMS tax levy and pay all amounts collected to the System periodically as the tax revenues are received by Kootenai County, with the two major annual payments occurring in January and July of each year that this Agreement is in effect. The County shall also promptly pay all monies to the System that it receives from the State of Idaho or Federal Government in the form of a fee or subsidy for County EMS providers.
- 2.2 **Financial Advice:** The JPB shall stay apprised of the system's financial situation and consult with the Kootenai County Board of Commissioners. The System may also employ, retain, or consult with other qualified financial managers. Nothing in this provision shall prevent the system from employing or retaining financial counsel of its choice.
- 2.3 **Legal Counsel:** The Kootenai County Prosecuting Attorney may make one or more attorneys available to the System from time to time in order to provide legal advice to the System, and to consult with the JPB concerning the same, to the extent that the provision of such advice does not give rise to a conflict of interest between the System and Kootenai County, or to the extent that any such conflict is waived by the County and the System. Nothing in this provision shall prevent the System from employing or retaining legal counsel of its choice.

III. ADDITIONAL RESPONSIBILITIES OF THE SYSTEM

- 3.1 **Joint Powers Board:** The System shall be governed by the JPB, whose members shall be selected in accordance with the terms set forth in the System's bylaws. The JPB shall meet on a regular basis as provided in the System's bylaws. The JPB shall be responsible for setting the annual user fee schedule and the annual budget, and for submitting each of these to the Kootenai County Board of Commissioners for final approval. The JPB shall be primarily responsible for administering this Agreement.
- 3.2 **Chief Officer:** The System shall have a Chief Officer who shall be primarily responsible for jointly developing, coordinating and implementing the medical protocols, policies and procedures to be followed by the medical service providers hereto while providing medical services in the System's service area. The System will assist in providing training to the medical service providers on System medical protocols and other standard operating procedures.
- 3.3 **Medical Director:** The System shall contract with one or more qualified physicians, or group of physicians, to act as the System's Medical Director. The System shall work with the Medical Director to develop and implement a satisfactory medical supervision plan for the provision of medical services in Kootenai County. The System will provide training materials related to medical protocols to each medical service provider. The System will make available the Medical Director as a sub-contractor for agencies that wish to maintain separate, individual EMS licensure.
- 3.4 **Billing:** The System will provide for an efficient method by which the charges for the services of the medical service providers hereto can be billed, collected, and distributed to the System. To this end, the System is hereby authorized to contract for billing and collection services.
- 3.5 **Payments to Providers:** The System shall have the responsibility to pay the medical service providers for their services as determined and approved in the annual budget of the System.
- 3.6 **Vehicles.**
- 3.6.1 **Procurement.** All ambulances purchased by the System shall be inspected by a mechanic acceptable to the System prior to acceptance, and shall comply with the following standards:
- a. National Truck Equipment Association, Ambulance Manufacturers Division (AMD) Standards 001 through 009; and
 - b. American Society for Testing and Materials (ASTM) Standard F1230.

The System shall comply with all applicable laws regarding the procedure for procurement of goods and/or services.

3.6.2 **Insurance.** Medical service providers which own their own ambulances, paramedic vehicles or quick response vehicles which are used to provide EMS service as part of this Agreement shall provide and pay for collision and liability insurance for said vehicles.

3.6.3 **Maintenance, Repair, and Fuel Expenses.**

- a. System-Owned Vehicles. It shall be the responsibility of all medical service providers to ensure that all System-owned vehicles are properly maintained. Once established, each medical service provider with transport units shall follow the System's vehicle care and maintenance policy and the System's vehicle and equipment inspection policies. These policies will be provided to each medical service provider annually or whenever a change is made to said policy.

All medical service providers shall promptly report any and all necessary repairs or maintenance issues to the System or the System's designated maintenance agent so that the repair work can be scheduled as soon as possible. The System shall pay for maintenance and fuel expenses for all System-owned vehicles; provided, however, that any cost or expense incurred by the System as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs or maintenance, shall be reimbursed to the System by the medical service provider. Fuel cards issued by the System shall be used to fuel System-owned vehicles only. All System-owned vehicles shall be subject to inspection by the Chief Officer or their designee at any time.

- b. Vehicles Owned by Medical Service Providers. Medical service providers which own their own ambulances, paramedic vehicles or quick response vehicles which are used to provide EMS service as part of this Agreement shall pay for the insurance costs and all maintenance, repair, and fuel expenses for such vehicles. Any cost or expense incurred by the System as a result of a failure to comply with any requirement contained in this subsection, including but not limited to the cost of any necessary repairs, maintenance, or the temporary use of a System-owned vehicle, shall be reimbursed to the System by the medical service provider.

3.7 **Other Equipment and Supplies:** The System will provide the equipment and supplies that are reasonably necessary to stock the ambulances owned by the System according to the then-current equipment standards promulgated by the Idaho EMS Bureau.

IV. GENERAL REQUIREMENTS OF ALL MEDICAL SERVICE PROVIDERS

- 4.1 Each medical service provider agrees to:
- 4.1.1 Ensure that all crew members are trained and licensed at the level of care they are providing. Crew members whose license has expired shall be immediately pulled from service in the field until the license is renewed. If a medical service provider allows a provider to provide care while their license is expired, said medical service provider will provide the System reimbursement (at the appropriate reimbursable rate) for all revenue lost as a result. Medical Service Providers must provide proof of their personnel's medical license to the System upon request. Medical service providers shall communicate with the System's Chief Officer or designee regarding medical performance issues whenever they arise.
 - 4.1.2 Ensure that all individuals who provide EMS services within the System's service area have been credentialed by the System's medical director per Idaho EMS regulation.
 - 4.1.3 Utilize the software program provided by the System for report writing and billing purposes (hereinafter referred to as "the Software") in accordance with the following requirements:
 - a. Every medical response must have a completed patient care report created within the Software. Medical responses are defined as "any response that a patient or potential patient has ANY medical complaint." The severity of the illness or injury can and will not dictate or influence the medical service provider's decision to complete a patient care report. All medical service providers must follow the System's documentation policy.
 - b. Once established, each medical service provider shall devise a system to ensure that all medical call reports are completed as outlined in the System's documentation policy and accounted for daily. Failure to create a patient care report for any call that results in patient care and/or transport will result in a funding penalty to the medical service provider to the level of allowable reimbursement per the System's billing contract(s). Repeated failure to obtain corresponding documentation (PCS, ABN, etc.) will result in a funding penalty to the medical service provider in the amount of loss that the lack of documentation created. "Repeated failure" means that written documentation from the System to the medical service provider exists that specifically outlines a lack of compliance with this policy on more than one occasion.
 - c. All medical personnel must be sufficiently trained to write a complete patient care report within the Software. The System, in partnership with each medical service provider, shall provide adequate training on how to properly complete a patient care report, including rules and regulations on signatures, Physician Certification Statements, Refusal Forms, and Advanced Beneficiary Notices.

- d. All medical service providers must maintain a policy for ensuring the accuracy and completion of all documentation and forms. These policies and documented compliance with these policies will be made available to the System at least once annually, and on request as needed.
 - e. Personnel certification and licensure records shall be kept up to date in the System's Software, and System Administration shall be advised of any personnel changes.
 - f. All patient care documentation that is not part of the Software (EKG strips, physician orders, PCS, ABN, etc.) should be attached, preferably electronically, to the patient care report per the System's documentation policy.
 - g. Patient refusal documentation should follow the System's documentation policy.
- 4.1.4 Have an independent audit or similar independent financial review completed annually by an entity not affiliated with the medical service provider, and furnish the System with a copy thereof within thirty (30) days of approval of said audit.
 - 4.1.5 Comply with any request by the System for response, billing, budget, or demographic information concerning the medical service provider.
 - 4.1.6 Provide emergency medical care in accordance with the protocols which have been established and/or revised by the System's Medical Director.
 - 4.1.7 Assume responsibility for proper care and daily maintenance checks, per the System's policies and procedures, on all System-owned medical equipment. Faulty or missing medical equipment shall be reported to the System immediately. Medical service providers shall deliver and pick up medical equipment to/from the facility designated by the System for scheduled maintenance unless other arrangements are approved.
 - 4.1.8 Follow the linen usage policy set forth by the System.
 - 4.1.9 Assume responsibility for proper storage and accountability of medical supplies and equipment purchased by the System. Medical supplies and equipment purchased by the System shall *only* be used for patient care and/or medical training. As required by the System's audits, an annual inventory will be required of all medical supplies purchased by the System on all agency and system vehicles, station storage areas, and agency storage areas at Kootenai Health. Inventory will be counted annually on September 30th and reported to the system on the forms provided by the system. Additional inventories may be requested by the system if needed for legal reasons.

- 4.1.10 Provide training for their personnel in accordance with the licensure requirements of the EMS Bureau and the System. Upon adoption of a System-wide training program, training shall be provided in accordance with that program. At a minimum each person credentialed by the System should receive documented, annual training on the following subjects:
- a. Emergency vehicle operations;
 - b. HIPAA;
 - c. Documentation which complies with Federal, State and System documentation and billing requirements;
 - d. Customer service; and
 - e. Other education deemed necessary by the System for development and/or training.
- 4.1.11 Comply with the following procedure in the event of an accident involving a System-owned vehicle:
- a. Contact dispatch immediately and request appropriate services, i.e. police, fire, and a backup vehicle if needed. Take the unit out of service immediately.
 - b. Contact all occupants of vehicles involved in the collision and check for injuries.
 - c. Render care to those who are injured if possible or needed until help arrives.
 - d. Have a non-involved medical service provider respond to evaluate the occupants of other vehicles.
 - e. Ensure that a patient refusal form is completed on each occupant of any vehicle involved in the accident regardless of injuries.
 - f. Move the vehicle if requested by Law Enforcement to do so and movement of the vehicle is possible.
 - g. Collect information regarding witnesses, other drivers, involved parties and those injured.
 - h. Contact the System administrative office as soon as practical after the incident for direction on dealing with the vehicle involved.
 - i. All attendants in the System-owned vehicle must complete a written report to be submitted to the System administrative office within 48 hours of the incident.
- 4.1.12 Ensure that ambulance crew members obtain proper information from sending facilities on non-emergency transport calls in order to properly fill out a report that includes medical necessity for the use of an ambulance for transport *and* the reason for the transport as instructed by the System's billing contractor.

- 4.1.13 Once established, comply with the System's Infection Control policy.
- 4.2 All agencies which perform Critical Care Transports shall provide one Paramedic in the patient compartment with the Nurse or CCT Paramedic during the patient transport. These calls for service should be treated as urgent with a quick response by the transporting agency. Ambulances must be at the designated rendezvous location with the CCT nurse/paramedic within twenty (20) minutes of notification of the response.
- 4.3 Long distance transports shall be performed in accordance with the System's Long Distance Transport Policy, once established.
- 4.4 Each medical service provider will adhere to and follow the quality assurance and improvement plan set forth by the System approved annually by the Chief Officer and the Medical Director.
- 4.5 Annually, each medical service provider will enter into a standard Business Associate Agreement with the System in accordance with HIPAA regulations. This will allow for the exchange of patient information and data between the System and the medical service providers.
- 4.6 Failure to comply with any provision of this part by any medical service provider shall entitle the System to withhold any monies payable to the provider under paragraph 1.4.4 above until the provider complies with such provision(s).

V. SPECIFIC TERMS REGARDING NORTHERN LAKES

- 5.1 **Staffing:** Northern Lakes shall provide the System with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. If, on the rare occasion, staffing levels do not allow for 2 paramedic level ambulances, Northern Lakes will provide at least one paramedic level ambulance, one ILS level ambulance and one paramedic level engine available to respond to any location served by the System. Said personnel shall remain the employees of the district at all times, and the district shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 5.2 **Vehicles:** The System will provide three (3) ambulances for the district to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the district that the district's chief officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

VI. SPECIFIC TERMS REGARDING KOOTENAI FIRE

- 6.1 **Staffing:** Kootenai Fire shall provide the System with sufficient personnel to staff two (2) ambulances at the paramedic level, which shall be available to respond to any location

served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of the district at all times, and the district shall be responsible for payment of wages, benefits, and payroll associated taxes.

- 6.2 **Vehicles:** The System shall provide the district with the use of three (3) ambulances which shall be fully equipped by the System. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order subject to budgetary consideration. These ambulances shall be stationed at locations within the district that the district's chief officer deems to be reasonable in order to fulfill the district's obligations pursuant to this Agreement.

VII. SPECIFIC TERMS REGARDING COEUR D'ALENE

- 7.1 **Staffing:** Coeur d'Alene shall provide the System with sufficient personnel to staff two (2) ambulances at all times. One ambulance will always be staffed at the paramedic level and the other will be staffed at least 50% of the time at the paramedic level. In addition Coeur d' Alene will staff at least one paramedic level engine/ladder at all times. These vehicles mentioned above shall be available to respond to any location served by the System. This staffing shall be in effect twenty-four (24) hours per day, seven (7) days per week. Said personnel shall remain the employees of Coeur d'Alene at all times, and the city shall be responsible for payment of wages, benefits, and payroll associated taxes
- 7.2 **Vehicles:** The System shall provide three (3) ambulances for the city to use. This is to include heart monitors appropriate for the level of care each unit can provide and in proper working order, subject to budgetary consideration. These ambulances shall be stationed at locations within the city that the chief officer of the city fire department deems to be reasonable in order to fulfill the city's obligations pursuant to this Agreement.

VIII. SPECIFIC TERMS REGARDING TIMBERLAKE FIRE

- 8.1 **Staffing:** Timberlake Fire Protection District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum ILS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 8.2 **Vehicles:** The System shall provide the District with the use of two (2) ambulances, which shall be fully equipped by the System. The ambulances shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

IX. SPECIFIC TERMS REGARDING SPIRIT LAKE FIRE

- 9.1 **Staffing:** Spirit Lake Fire Protection District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum ILS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 9.2 **Vehicles:** The System shall provide the District with the use of two (2) ambulances, which shall be fully equipped by the System. The ambulances shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

X. SPECIFIC TERMS REGARDING WORLEY FIRE

- 10.1 **Staffing:** Worley Fire Protection District shall provide the System with sufficient personnel to staff one (1) ambulance at the minimum BLS level, which shall be available to respond to any location served by the System on a twenty-four (24) hour basis, seven (7) days per week. Said personnel shall remain the employees of the District at all times, and the District shall be responsible for payment of wages, benefits, and payroll associated taxes.
- 10.2 **Vehicles:** The System shall provide the District with the use of two (2) ambulances, which shall be fully equipped by the System. The ambulances shall be stationed at locations within the fire district that the fire chief deems to be reasonable in order to fulfill the fire district's obligations pursuant to this Agreement.

XI. SPECIFIC TERMS REGARDING ALL OTHER MEDICAL SERVICE PROVIDERS HERETO

- 11.1 **All Other Medical Services Providers:** All other medical service providers who are party to this Agreement are fire protection districts that agree to provide first responder services to the geographical areas in which they are located, and to provide mutual aid when they have available resources to do so. They agree to provide at least a first response (BLS) level of medical services to their areas to the best of their ability. All of these other medical service providers agree to provide and be financially responsible for their own personnel, to provide for their own liability, collision and property insurance, and to maintain annual agency licensure through the Idaho EMS Bureau as required by statute or administrative rule at a licensure level appropriate to the level of service being provided. Notwithstanding the above provisions, the System agrees to maintain liability and collision insurance on the vehicles which it owns and is allowing various medical service providers hereto to use.

- 11.2 **Compensation – Additional Terms:** The System shall pay the budgeted monthly or bi-annual payment obligations to these providers on or before the last day of each month that this Agreement is in effect in accordance with the provisions of Section 1.4.4 above; provided, however, that the System shall have the flexibility to pay these other medical service providers their annual payments from a combination of monthly payments and/or other lump sum installment payments from tax levy installments the System receives from Kootenai County from time to time.

XII. GENERAL PROVISIONS

- 12.1 **Binding Agreement:** This Agreement shall be binding on and shall inure to the benefit of all of the parties hereto. The parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the parties hereto. This Agreement contains the entire and complete agreement and understanding of the parties, and there are no other agreements, understandings, representations, warranties, or conditions except as stated herein, whether oral or written. This Agreement is the final Agreement of the parties and supersedes all prior agreements, understandings, representations, warranties, and conditions between the parties relating to its subject matter. This Agreement supersedes and replaces all previously executed agreements between the parties hereto concerning the subject matter set forth herein.
- 12.2 **Agreements with Other Medical Service Providers:** Pursuant to Sections 2-3-4 and 2-3-12, Kootenai County Code, the System and Kootenai County may enter into agreements with medical service providers other than those which are parties to this Agreement in order to provide for EMS services to those portions of the KCEMSS service area other than those which are served by the parties to this Agreement and/or to provide mutual aid to the System or any medical service provider operating within Kootenai County. Such agreements may be with public or private entities, and may incorporate any of the terms and conditions contained herein, and any other terms and conditions as the parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any party to this Agreement for the provision of EMS services.
- 12.3 **Invalidity; Severability:** If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void, from its inception, and the parties hereto shall be relieved of any further performance under the terms of this Agreement. In the event that Kootenai County should fail to fund the System as set forth above, the System and the medical service providers hereto shall be relieved of any further performance under the terms of this Agreement.

- 12.4 **Comprehension:** The parties hereto further mutually covenant, agree and represent, that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.
- 12.5 **Legal Counsel:** The parties hereto further covenant and agree that this Agreement, in an effort to save on expenses and attorney fees, has been prepared or reviewed by an attorney who provides legal advice to Kootenai County as well as to the System. All of the parties hereto agree that in order to avoid a conflict of interest, if any party hereto determines it to be advisable, they shall have the right to have this Agreement reviewed with an attorney of their own choosing prior to their execution of this Agreement. The signatures of the parties to this Agreement acknowledge their understanding of this provision, their waiver of any conflict of interest, and that they either did have legal counsel review this Agreement, or knowingly, freely and voluntarily waived their right to do so.
- 12.6 **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.
- 12.7 **Attorney Fees:** Reasonable attorney fees shall be awarded to the prevailing party or parties in any action concerning an alleged breach of this Agreement, or in any action to enforce this Agreement or to declare forfeiture or termination thereof, as determined by the court in accordance with the applicable provisions of the Idaho Rules of Civil Procedure.

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of County Commissioners of Kootenai County, Idaho.

Chairman

Deputy Clerk

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Kootenai County Emergency Medical Services System Joint Powers Board.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll 'call vote of the Board of Commissioners for the Northern Lakes Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for Kootenai County Fire and Rescue.

President Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the City Council of the City of Coeur d'Alene.

Mayor City Clerk

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the Timberlake Fire Protection District.

Chairperson Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the Spirit Lake Fire Protection District.

Chairperson Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the Worley Fire Protection District.

Chairperson Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the Hauser Lake Fire Protection District.

Chairperson Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the Mica-Kidd Island Fire Protection District.

Chairperson Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the East Side Fire Protection District.

Chairperson

Secretary

EXECUTED THIS _____ day of _____, 2014, upon a roll call vote of the Board of Commissioners for the St. Maries Fire Protection District.

Chairperson

Secretary

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: October 9, 2014
FROM: Mike Gridley – City Attorney
SUBJECT: Contract with Welch-Comer Engineers for survey of BNSF property

=====

DECISION POINT:

Should the City Council contract with Welch-Comer Engineers for a survey of the BNSF right of way that is being purchased by the city and LCDC?

HISTORY:

One of the requirements of the Purchase and Sale Agreement (PSA) between the City, LCDC and BNSF is that the buyers perform a survey of the BNSF right of way. Welch-Comer is currently doing work for the City on the BLM/Four Corners master planning project that abuts the southeastern end of the BNSF right of way. This contract would extend the services provided to include the survey of the BNSF right of way.

FINANCIAL ANALYSIS:

The cost for the survey is not to exceed \$23,500 although some additional cost may be incurred depending on any additional survey work that may be necessary. This survey will be considerably more complicated than a typical land survey because of the length of the property (over two miles) and the extent of the title work (research of old railroad deeds, easements and encroachments) that will be required. LCDC has agreed to pay half of the costs of the survey work.

PERFORMANCE ANALYSIS:

A survey of the property is necessary to meet the requirements of the PSA and also to allow the buyers to know the exact boundaries and encroachments on the property. The survey information will be used in the future if the city exchanges the property for other property.

DECISION POINT/RECOMMENDATION:

The city should extend the contract with Welch-Comer Engineering to include the survey of the BNSF right of way.

**AGREEMENT FOR CONSULTANT SERVICES
FOR ASSOCIATED PROJECT**

This Agreement is made and entered into by and between the **City of Coeur d'Alene**, Idaho, a municipal corporation (hereinafter "City") and **Welch Comer & Associates, Inc.**, and Idaho corporation (hereinafter "Consultant"), 350 E. Kathleen Avenue, Coeur d'Alene, ID 83815.

WITNESSETH:

WHEREAS, the Mayor and City Council of the City are authorized and empowered by law to execute contracts for Specialized and Consultant Services; and,

WHEREAS, Consultant is currently under contract with the City for an associated or phased project (Four Corners/BLM Master Plan);

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the City and the Consultant, as follows:

SECTION I – SCOPE OF WORK

The Consultant shall provide the scopes of services, described in Exhibit A, as authorized by the City Attorney, in individual Task Orders (See Exhibit C), for a specific scope of work.

SECTION II – RELATIONSHIP OF PARTIES

The parties intend to create an independent consultant relationship and nothing in this Agreement is to be construed as to make the parties partners, joint ventures, principals, agent, or employees of the other. Neither party has the right, power or authority to bind the other.

SECTION III – PAYMENT SCHEDULE

For services described in Section I of this Agreement, the City shall pay the Consultant as provided in individually authorized Task Orders (See Exhibit C) for specific scopes of work. Exhibit B provides not to exceed fees for each scope of work phase. At least thirty (30) days prior to the effective date of any fee increase, Consultant will give written notice to the City of the intent to increase the fees and a justification for the new fees. If the new fee schedule is not acceptable to the City, the City may terminate the Agreement. Payment will be made monthly on the basis of billings submitted by the City for plan reviews completed by the Consultant prior to the billing date.

SECTION IV – PERIOD OF SERVICES

The Consultant shall provide such services described in Section I commencing the date of execution of this Agreement and receipt by the City of the required insurance certificates. This Agreement shall continue until terminated by either the City or the Consultant by giving the other party thirty (30) days written notice.

SECTION V – APPROVALS

Consultant agrees to exercise the skill and care that would be exercised by comparable professional engineering firms performing similar services at the time and in the locality such services are performed. If the failure to meet these standards results in faulty work, Consultant shall undertake, at its own expense, the corrective adjustments or modifications. The City will give prompt written notice to Consultant when it believes there is a defect or nonconformance in the services.

SECTION VI – CITY COOPERATION

The City agrees to cooperate fully in furnishing all necessary information available. Consultant shall have the right to rely on information provided by the City.

SECTION VII – REPORTING

Written reports will be made by Consultant in a format prescribed by the City. When requested by the City, at a frequency described in the Scope of Service, the Consultant will attend Council or Planning and Zoning meetings related to the development proposals reviewed by Consultant and comments or recommendations made by the Consultant regarding such proposal.

SECTION VII – LIABILITY

The Consultant agrees to obtain insurance policies approved by the State of Idaho and acceptable to the City with the minimum limits as follows:

LIMIT OF LIABILITY

A.	<u>General Liability</u> Comprehensive Form	<u>Coverage</u> Bodily Injury and Property Damage Combined Aggregate	<u>Limits</u> \$500,000 each and Occurrence \$1,000,000
B.	<u>Automobile Liability</u> Comprehensive Form Owner, Hired, Non-Owned	<u>Coverage</u> Bodily Injury and Property Damage Combined	<u>Limits</u> \$500,000 each Occurrence
C.	<u>Workman’s Compensation</u>	Statutory	
D.	<u>Professional Liability</u> : In performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering profession; an no other warranty, either expressed or implied, is made in connection with rendering the Consultant’s services. Should the Consultant or any of the Consultant’s agents or employees to be found to have been negligent in the performance of professional services from which the City sustains damage, the Consultant has obtained Professional Liability Insurance in the aggregate amount of \$500,000, and said insurance shall be held active for a two (2) year		

(minimum) period from the date of completion of the Project. The City shall receive notice of any pending termination of said insurance.

Certificates of Insurance acceptable to the City shall be filed with the City within ten (10) days of Council action.

The Certificates of Insurance shall:

- A. Show an expiration date; Consultant shall provide a renewal certificate at least fifteen (15) days prior to the expiration date.
- B. Identify the project number to which the Insurance applies.
- C. Contain liability limits per project.
- D. Name the City as an additional insured on General and Automobile Liability Insurance with no special limitation status.
- E. Contain a provision that coverage afforded under the policies will not be cancelled unless at least (30) days prior Written Notice has been given to the City.

The Consultant shall procure and maintain, at its own expense, during the Agreement Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of its employees at the time of the Project. In case any class of Consultant's employees engage in hazardous Work under this Agreement at the site of the Project and is not protected under Workmen's Compensation statute, the Consultant shall provide adequate and suitable insurance for the protection of its employees not otherwise protected.

SECTION IX – INDEMNIFICATION

In regard to General, Automobile and Excess Liability, Consultant agrees to indemnify and hold harmless City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of Consultant, or of any Subconsultant employed by the Consultant (including bodily injury and death) or damages to any property, to the extent arising or alleged to have arisen out of the negligent performance of Consultant for the work to be performed hereunder, except any injury or damages arising out of the negligence of the City, its officers, agents or employees. The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

Failure of Consultant to take out and/or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Consultant concerning indemnification.

SECTION X – CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other for any special, indirect or consequential damages.

SECTION XI – AMENDMENTS

Whenever a change in the scope of work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with the Agreement, provided, however, that BEFORE such work is started, an Amendment shall be executed by the City and the Consultant.

Additions to, modifications of, or deletions from the Project provided herein may be made and the compensation to be paid to the Consultant may be adjusted accordingly by mutual written agreement of the contracting parties. It is agreed that the City will allow no claim for extra work by the Consultant, except as provided herein, nor shall the Consultant do any work not covered by this Agreement unless such work is authorized through an executed Amendment.

SECTION XII – TERMINATION

City and Consultant hereby agree to the full performance of the covenants contained herein.

Upon thirty (30) days written notice to Consultant, the City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Agreement. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with the Agreement documents prior to the effective date of termination.

Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION XIII – NO KICK-BACK CERTIFICATION

Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the Consultant firm.

For breach or violation of this warranty, City shall have the right to annul the Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XIV – CONFLICT OF INTEREST

Consultant stipulates that its officers and employees do not now have a conflict of interest, and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement

Pursuant to appropriate State and Local Laws, this Agreement is subject to cancellation by City if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement is in effect, an employee of

any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

SECTION XV – ASSIGNMENT

This Agreement shall not be assignable except at the written consent of the parties hereto; and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

SECTION XVI – NONDISCRIMINATION

The Consultant, with regard to the work performed pursuant to this Agreement shall not discriminate on the grounds of race, color, sex, religion, creed, age, physical or mental disability, or national origin or ancestry in any Agreements with the public and in the selection and retention of employees or Subconsultants, nor in the procurement of materials and leases of equipment.

SECTION XVII – NONWAIVER

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

SECTION XVIII – CHOICE OF LAW AND MEDIATION

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho. City and Consultant agree that all disputes (except actions for collection) between them arising out of or related to this Agreement will be submitted to mediation.

SECTION XIX – INTEGRATION

This Agreement and any attachments referenced herein represent the entire Agreement between the parties hereto and supersedes any and all prior negotiations or representatives, either written or oral. Amendments or modifications to this Agreement shall be in writing, signed by both parties.

SECTION XX – SEVERABILITY

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

SECTION XXI – NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the City and Consultant and has no third party beneficiaries.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of October, 2014.

CITY:

City of Coeur d'Alene, Idaho

CONSULTANT:

Welch Comer & Associates, Inc.

Steve Widmyer, Mayor

Philip F. Boyd, President

ATTEST:

Renata McLeod, City Clerk

Exhibit A

Scope of Work

Task 1 – Existing Right of Way Survey

This project encompasses the existing Burlington Northern Santa Fe (BNSF) property from the west side of Huetter road on the West to the Bureau of Land Management property on the East. The area covered is over 12,100 feet in length and crosses portions of Sections 4, 9, 10 and 11 of Township 50 North, Range 4 West. The project will generally consist of research and field work to locate monuments and encroachments, definition of the subject property and preparation and filing of a Record of Survey.

The project will be completed in English units and will be based on the U.S. survey foot. The basis for the survey will be the Idaho State Plane Coordinate System West Zone

- A. **Survey Control:** Establish one primary project control point. This primary control point will be established using static GPS methods with dual occupancy and redundant base lines tied out to a minimum of two existing Welch Comer control points which were previously established and tied out to NGS monuments. Additional temporary control points may be set at the discretion of Welch Comer. Temporary control will be used to tie existing section corner and property corner monuments and to facilitate the conventional surveying. Temporary control is not intended to be used long term and as such will be a ½ inch rebar or suitable alternative.
- B. **Records Research and drafting:** A title report, supplied by the owner, will be utilized as basis point for all of the research. Railroad right of way research will consist of research using project BNSF contacts. Monument and records research will consist of a comprehensive search of the county records including but not limited to, plats, records of survey, unrecorded surveys, corner perpetuation and filings and BLM plats, surveys and field notes. Preliminary research indicates over 14 different plats and numerous records of survey completed by more than 10 different surveyors in this area. The pertinent research material will be drafted in AutoCad to aid the field crew in the accuracy of the monument search.
- C. **Monument Search:** Field surveys to locate monumentation of record or visible within and adjacent to the project corridor. Section and quarter corner monuments necessary for property determination will be searched for. There are approximately 7 section and quarter corner monuments that will searched for and tied. Each corner will be reviewed for conformance with the existing corner perpetuation and filing (CP&F) on record at the county. Any corners not in conformance must be made current and new CP&F documents prepared and recorded. Based on our experience we assume that 4 of the corners will need new CP&Fs. In addition, there are over 70 property corner monuments of record and 20 other locations without record of monumentation along the existing property lines. Each of these will be searched for and evaluated. No new property corner monuments will be set.

- D. **Data Reduction:** The surveyed data will be processed utilizing the appropriate office software. All survey data will undergo a strict quality control and assurance review, including but not limited to, instrument heights, rod heights, backsight orientation, PDOP, RMS, field codes and field notes. Any additional control monuments set during this phase will be adjusted through a combination of GPS network control adjustments and/or least squares adjustments.
- E. **Record of Survey:** The property will be resolved based on a combination of available records including but not limited to the title reports, existing deeds, deeds of record, right of way plans and found monuments. It is assumed that appropriate record documents exist defining the property. Intersecting property lines will be based on last deed of record or plat, as applicable, and will not be resolved to a survey level accuracy. A record of survey drawing will be prepared which will show the found monuments and their relation to the property, encroachments, if any, and the existing property. The existing property will be labeled accordingly. The record of survey document will be recorded at the courthouse.

ASSUMPTIONS

- A. Property corner monuments will not be set.
- B. Right of Entry, if any is necessary, will be obtained by the Owner
- C. Title reports will be supplied by the Owner
- D. Easement review and drafting, if any, will occur under a separate task

SCHEDULE OF SERVICES

- A. At this time we have an outdated partial title report. We can commence with the pertinent field work in this area within 10 working days of an executed contract.
- B. Additional field work will begin within 5 working days of receipt of a current title report with completion of field work within 20 working days.
- C. A draft record of survey will be submitted within 10 working days of the field work being finished.

TASK 2 – SCHEDULE B REVIEW

This task will involve review, analysis and drafting to properly depict the items listed in Schedule 'B' of the future title report for the BNSF survey. Schedule 'B' typically contains easements, encumbrances, restrictions and other similar data on or adjacent to the project. This information is invaluable when making land based decisions. It needs to be reviewed and mapped, as applicable, in able to fully understand the impact on the property.

- A. **Schedule 'B' review:** Obtain copies of the pertinent document identified in the Schedule 'B' section of the future title report. Review and map, as applicable, each item and prepare a findings report identifying the effect of the pertinent items.

ASSUMPTIONS

- A. Title reports will be supplied by the Owner

SCHEDULE

- A. This task schedule is tied to the record of survey and can be completed within 10 days of the field work being finished.

TASK 3 – LEGAL DESCRIPTIONS

It is unknown at this time if the legal descriptions that currently define the subject property are sufficient to meet the project needs and future land transactions.

- A. **Legal Description Preparation:** Prepare up to three legal descriptions for use in future land transactions on the subject property.

ASSUMPTIONS

- A. City will direct Consultant on the approximate limits of the areas to be described within each legal description.
- B. City will prepare the actual deed language and structure.

SCHEDULE OF SERVICES

- A. This task schedule is tied to the record of survey and cannot be completed until the draft record of survey is prepared. Once the draft survey is complete, if directed, we can complete the descriptions within 10 days.

TASK 4 – RAILROAD RESERVATION

This task is designated to address the possible items associated with a request by the railroad to reserve the existing tracks and sufficient right of way from the Railroad/Huetter intersection east approximately 1400 feet.

- A. **Railroad Definition:** Define the reservation area on the face of the survey.
- B. **Legal descriptions:** Prepare legal description of the subject area.
- C. **As-requested:** Additional items not previously addressed or known at this time.

ASSUMPTIONS

- A. City will direct Consultant on the specific area to be reserved, if any.

SCHEDULE OF SERVICES

- A. This task schedule will completed on an as requested basis and as such has no defined schedule.

Exhibit B

Scope of Work Fees

For services described in Exhibit A – Hourly Method of Payment

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Hourly Rates for each applicable billing class for all services performed on the Project, including Reimbursable expenses. The not to exceed total compensation for professional services is as follows:

- | | |
|----------------------------------|---------------------------|
| 1. Task 1 – Existing ROW Survey | \$20,400 |
| 2. Task 2 – Schedule B | \$ 3,000 |
| 3. Task 3 – Legal descriptions | Time and Materials |
| 4. Task 4 – Railroad reservation | Time and Materials |

Rate Schedule

Hourly rates for services effective on the date of this Agreement are:

Principal Engineer	\$165.00/hour
Principal Engineer	<u>150.00/hour</u>
Sr. Project Manager	<u>130.00/hour</u>
Project Manager	<u>125.00/hour</u>
Senior Landscape Architects	<u>160.00/hour</u>
Engineer IV	<u>120.00/hour</u>
Engineer III	<u>105.00/hour</u>
Engineer II	<u>105.00/hour</u>
Engineer I	<u>90.00/hour</u>
Engineer Assistant	<u>60.00/hour</u>
Sr. Engineer Tech II	<u>90.00/hour</u>
Sr. Engineer Tech I	<u>85.00/hour</u>
Professional Land Surveyor II	<u>140.00/hour</u>
Professional Land Surveyor I	<u>125.00/hour</u>
Crew Chief I	<u>95.00/hour</u>
Crew Chief II	<u>100.00/hour</u>
Crew Member	<u>80.00/hour</u>
Survey Technician II	<u>100.00/hour</u>
Survey Technician I	<u>95.00/hour</u>
Cad Technician III	<u>85.00/hour</u>
Cad Technician II	<u>80.00/hour</u>
Cad Technician I	<u>70.00/hour</u>
Sr. Project Administrator	<u>75.00/hour</u>
Project Administrator	<u>65.00/hour</u>
Sr. Administrative Assistant	<u>55.00/hour</u>
Administrative Assistant	<u>45.00/hour</u>
No Charge Services	<u>0.00/hour</u>

Exhibit C Example Task Order

TASK ORDER NO. 14-01 Project Title: BNSF ROW

1. Background Data

In accordance with the General Services Agreement Between City and Consultant for Professional Services dated _____, 2014 (“Agreement”), City and Consultant agree as follows:

- 1.1. City: City of Coeur d’ Alene, Idaho
- 1.2. Consultant: Welch, Comer & Associates, Inc.

2. Specific Project Data

- 2.1. TITLE:

3. Services of Consultant

- 3.1.

4. Assumptions:

- 4.1.

5. City’s Responsibilities

- 5.1. The City will provide to Consultant all criteria and full information as the City’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the Drawings and Specifications.
- 5.2. The City will furnish to Consultant as required for performance of Consultant’s services, data prepared by or services of others, if available, including, without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, surveys of record, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations as may be available, all of which may use and rely upon in performing services under this Agreement.
- 5.3. The City will arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

6. Payments to Consultant for Services

- 6.1. City shall pay Consultant for the services described above as follows:
 - i. Hourly rates with not to exceed fee

7. Approval and Acceptance

7.1. Approval and Acceptance of this Task Order shall incorporate this document as part of the Agreement. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

City

City of Coeur d'Alene , Idaho

Consultant

Welch Comer & Associates, Inc.

By: _____

Name/Title: _____

Date: _____

By: _____

Name/Title: Phil F. Boyd, P.E./President

Date: _____

ANNOUNCEMENTS

OTHER COMMITTEE MINUTES
(Requiring Council Action)

October 10, 2014
GENERAL SERVICES COMMITTEE
MINUTES
12:00 p.m., Library Community Room

COMMITTEE MEMBERS

Council Member Ron Edinger, Chairperson
Council Member Steve Adams
Council Member Amy Evans

CITIZENS

Keith Cousins, CDA Press

STAFF

Troy Tymesen, Finance Director
Tom Greif, Deputy Fire Chief
Lee White, Chief of Police
Mike Gridley, City Attorney
Juanita Knight, Senior Legal Assistant
Keith Erickson, Communications Coordinator

Item 1. Agreement with Kootenai County for funding of CityLink transit System.
(Consent Resolution No. 14-045)

Troy Tymesen, Finance Director, is requesting Council approve an agreement and funding for the City's portion of public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System for fiscal year 2014-15. The City is being asked to fund \$43,983, the same amount as fiscal years 2009 through 2014. The City's portion is based on its population within the urbanized area. This money is being used as a match for funds from the Federal Transit Administration (FTA) Section 5307 funds. Funding covers operations, maintenance, vehicle procurements, and administration of the system.

MOTION: by Evans, seconded by Edinger, to recommend that Council adopt Resolution No. 14-__ approving the agreement and funding for the City's portion of public transportation within the urbanized area of Kootenai County, also called the Kootenai County Transit System, for fiscal year 2014-15. Motion carried.

Item 2. Approval of the Kootenai County Emergency Medical Services System (KCEMSS) Master Agreement.
(Consent Resolution No. 14-045)

Tom Greif, Deputy Fire Chief, is requesting Council approve the newest version of the Master Agreement. The City has been part of KCEMSS since January 2001. This is contracted services for paramedic transport service. The only changes were the removal of a board member that was considered a private entity. The joint powers master agreement bylaws has specific language that says it has to be public entities on the joint powers board. The other change was a 7.3% increase in the budgeted contract amount this year. The City has entered into an agreement annually that clarifies the responsibilities the City has in regards to our position within KCEMSS. Deputy Chief Greif said the Master Provider Agreement is a positive document which assures certain operational and administrative tasks are being performed. It assures compliance with State of Idaho requirements as well as clearly defining the city's obligations.

MOTION: by Adams, seconded by Evans, to recommend that Council adopt Resolution No. 14-045 approving the new version of the Master Provider Agreement with Kootenai County Emergency Medical Services System (KCEMSS). Motion carried.

Item 3. Approval of use of citizens to participate on the Police Department's use of Force Review Board.

(Agenda)

Lee White, Chief of Police, is requesting authorization in include members of the community to participate on the Police Department's Use of Force Review Board. Chief White said it is his opinion that the scope of the current board is too narrow and the composition of the board does not provide for the level of accountability, transparency, and community input that is needed to work effectively. Currently, the board only provides for members who are within the department along with one outside member. Chief White said he would like to expand that to two outside members who would rotate. He also would increase the scope of the board so it is not just Use of Deadly Force from an officer against another human being but also look at other Uses of Force where someone is seriously injured, and anytime a duty weapon is discharged. Chief White said following the approval of Council the current internal policy would be amended to reflect the addition of community members and increase the scope of the board.

Councilmember Evans asked how often is the board utilized. Chief White said they currently meet only when needed. For instance, it takes sometimes months for the criminal part of the investigation of an officer involved shooting to take its course. Then once they receive the case back from the reviewing agency we stand up a board. The Chief would like it to be more of a standing board that occurs on a regular basis. He said officers are required to use force on a semi-regular basis due to individuals resisting and wanting to fight the officers and others. He sees the board acting on a more permanent fashion and meeting on a regular basis.

Councilmember Adams asked if there will be a criteria established as to who would qualify to be on the board. Chief White said there needs to be some basic knowledge. They are reinstituting citizen police academy. Historically, they have done this with a number of other agencies. This one, however, is going to be the Coeur d'Alene Police Department Citizen Police Academy. Those who have gone through that or previous citizen academy's will be asked to participate along with members of the community at large. There will be a background investigation component. Prior to sitting on the board we would ask that they set through some Use of Force Training. Once a citizen is selected to sit on the board they would have to sign a confidentiality agreement.

Councilmember Adams commented that if Council approves this, the next step would be to revise the policy. Chief White said that is correct. Councilmember Adams asked if retired police officers would qualify to participate. Chief White said certainly, any citizen within the city of Coeur d'Alene.

Councilmember Edinger commented "so you are not going outside the city of Coeur d'Alene?" Chief White said that since this is a review board for our Police Department, who services our city, he would like to see the citizens of Coeur d'Alene have a voice on this board. Chief White said we get comments from outside the city through the media and public comments from online services but for the purposes of this board he believes it is important that we are talking to the members that we serve.

MOTION: by Evans, seconded by Adams, to recommend that Council approve the Police Department to use community members to participate in the Police Department's Use of Force Review Board. Motion carried.

The meeting adjourned at 12:13 p.m.

Respectfully submitted,
Juanita Knight
Recording Secretary



Coeur d'Alene Police

Protect and Serve

Chief Lee R. White

3818 SCHREIBER WAY
COEUR D'ALENE, ID 83815
208/769-2321 – FAX 208/769-2307

MEMORANDUM

TO: General Services Committee

FROM: Lee White

SUBJECT: Staff Report: Citizen Participation on the Police Department's Use of Force Review Board

DATE: October 7, 2014

Decision Point: Authorization to include members of the community to participate on the Police Department's Use of Force Review Board.

History: The Coeur d'Alene Police Department policy provides for the establishment of a Use of Force Review Board comprised of a command representative from both Operations and the Support Divisions, a training sergeant, a Lieutenant from either the Operations Division or Support Division, and a representative from another law enforcement agency. The purpose of the Board is to review the use of deadly force by members of the department and to determine if the actions of the involved member(s) were within policy. It is my opinion that the scope of the board is too narrow and the composition of the board does not provide for the level of accountability, transparency, and community input that is needed for law enforcement to work effectively with our community. Following approval of this proposal, Department policy will be changed to reflect the addition of community members to the Board.

Financial Analysis: Although this proposal will require staff time to select and train community members to participate in the board, the police department will utilize existing resources and processes to accomplish this. Community members must volunteer and would not be compensated for their participation. There are no additional costs associated with this proposal.

Quality of Life Analysis: The addition of citizen members to the Use of Force Review Board provides a level of accountability, transparency, and communication with the community that is critical for our department to be trusted by the community as a whole and trusted by our citizens.

Decision Point: Approval to use community members to participate in the Police Department's Use of Force Review Board.

Use of Deadly Force Review Board

211.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a process to review the use of deadly force by members of this department.

211.2 REVIEW BOARD

It is the policy of this department to convene a Use of Deadly Force Review Board when the use of such force is used by a member that results in injury or death to a person.

This Review Board may also be convened to:

- Investigate and review the circumstances surrounding every accidental or intentional discharge of a firearm, whether the member is on or off duty, excluding range training, dispatching of an injured animal or recreational use; or
- Investigate the circumstances surrounding any other use of force incident as determined by the Chief of Police or his designee.

This Review Board shall be supplemental to a Critical Incident Task Force investigation involving a member(s) of this department.

211.2.1 COMPOSITION OF THE BOARD

The Review Board shall be comprised of the following members:

- Command representative from both the Operations and Support Services Divisions.
- Training Sergeant
- Lieutenant or Sergeant from either the Operations Division or Support Services Division.
- May also include a representative from another law enforcement agency.

The senior ranking member not of the same division of the involved member(s) will serve as the Chairperson unless otherwise determined by the Chief of Police. It will be the responsibility of the Division Commander of the involved member(s) to notify the Chief of Police of any incidents requiring a board review. The Chairperson will convene the Review Board as deemed necessary by the Chief of Police. The Division Commander will ensure all relevant reports, documents, photos, videos and other materials are available for consideration and review by the Board members.

211.2.2 RESPONSIBILITIES OF THE BOARD

The Review Board is empowered to conduct an administrative review of the circumstances of the incident.

The Board shall make a finding and such finding will be limited to the following:

- The involved member(s) actions were within policy and procedures of this department.
- The involved member(s) actions were in violation of policy and procedures of this department.

Coeur d'Alene Police Department

Policy Manual

Use of Deadly Force Review Board

A finding will be the consensus of the Board. Upon conclusion, the Chairperson will submit written findings of the board to the Chief of Police for appropriate action/disposition. All relevant reports, materials and information will be filed with the Chief of Police.

Once the Board has reached a specific finding, the Chief of Police or his designee may direct the Training Sergeant to convene a separate board or committee to address training needs and recommendations for this department without specific reference to the facts of the incident considered by the Board.

211.2.3 FINDINGS

Upon completion of its review, the Chairperson shall submit written finding of the board to the Chief of Police or his designee within 45 days, unless otherwise extended with prior approval of the Chief of Police.

211.2.4 REVIEW BOARD FINDINGS FORMAT

The Chairperson shall prepare a final report by using the following format.

Cover Page - The cover page should include the following introductory information:

- Use of Deadly Force Review Board incident number (*assigned through the Office of Chief of Police*).
- Department report number(s), if applicable.
- Date, time and location of original incident under review.
- Identity of involved member(s).
- Identity of Board members.
- Date review completed.

Review - This section should include the following information:

- Summary - A brief description of the original incident under review.
- Investigation - This should be a detailed section outlining the complete investigation conducted, including what documents, reports, photographs, videos and statements were reviewed.
- Findings - This should be a detailed section outlining the findings of the Board.
- Attachments - An enumerated list of exhibits (*recordings, photos, documents, etc.*) which are attached to the final report.

October 13, 2014
PUBLIC WORKS COMMITTEE
MINUTES
4:00 p.m., Library Community Room

COMMITTEE MEMBERS PRESENT

Councilmember Dan Gookin
Councilmember Woody McEvers
Councilmember Kiki Miller

STAFF PRESENT

Juanita Knight, Senior Legal Assistant
Chris Bates, Eng. Proj. Mgr.
Troy Tymesen, Interim City Administrator
Jim Markley, Water Superintendent
Tim Martin, Street Superintendent
Mike Gridley, City Attorney
Keith Erickson, Communications Coord.

Item 1 Naming the new Water Well at Hanley & Atlas.
Agenda

Jim Markley, Water Superintendent, is requesting Council authorize naming the new water well located near the intersection of Hanley Avenue and Atlas Road the Ralph Capaul Well. Mr. Markley explained that traditionally wells are named based on the street where they are located, however, there is already an Atlas Well and a Hanley Well. After polling the Water Department employees Mr. Markley said the overwhelming response was to honor the former superintendent. Mr. Markley said Mr. Capaul still lives in Coeur d'Alene and when contacted, Mr. Capaul was open to the idea. Mr. Markley gave some background on Mr. Capaul's history with the Water Department adding that Mr. Capaul has a great store of institutional history and they still consult him periodically about things that happened in the past. Naming this the Ralph Capaul Well is an opportunity to honor someone who had a large hand in helping the water system to be the showcase that it is today.

Councilmember Gookin asked if there is a policy on naming the wells. Mr. Markley said they've had an informal policy of naming it based on the location.

Councilmember McEvers said he likes the idea that someone who is still with us, has history, and still contributes, is getting a well named after him.

Councilmember Miller said she has known Mr. Capaul for years and he is a wonderful man. This is a very fine tribute to him and she likes the idea of honoring a person and not just using a street name.

MOTION: Motion by Miller, seconded by Gookin , to recommend that Council approve the request to name the new well the Ralph Capaul Well. Motion carried.

Item 2 Declaration for Entering into Rental Agreement with Rowand Machinery.

Tim Martin, Street Superintendent, is requesting authorization to enter into the first of five-year rental agreement with Rowand Machinery for the rental of (1) one grader. Mr. Martin said there will be five one-year agreements at a cost of \$20,590.99 a year. The interest cost will be at 2.3%. Based on the current quote from Rowand, the General Fund will receive \$28,000 in trade-in value on the two existing city owned graders. Mr. Martin further explained that by replacing the older graders (mid 70's model and late 80's model), which were costing approximately \$13,000 per year in annual repair and maintenance with machines that would be under a bumper to bumper service and warrantee agreement, will free up

mechanics to work on other necessary tasks. We also were able to subtract 4,11,000 from the Streets Repair and Maintenance line item budget.

Councilmember Miller said this is the first year of a five-year installment plan. Mr. Martin said that is correct. After the first year the City Council can choose to purchase the machine at the market value or we can start into another one-year agreement. Councilmember Miller asked if there is a penalty to get out of the lease. Mr. Martin said no.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council authorize staff to enter into the first of a five-year rental agreement with Rowand Machinery for (1) one grader. Motion carried.

Item 3 Vacation of a Portion Mill Ave. Right-of-Way in Block 17 of the East LaCrosse Addition, and, a Portion of Government Rd adjoining the Mill Ave. Right-of-Way. Consent Calendar

Christ Bates, Engineering Project Manager, said a request has been put forward to vacate a portion of Mill Avenue and Government Road rights-of-way, situated west of Northwest Boulevard. Ron Ayers, the applicant who owns the adjoining lots, is requesting the vacation in order to eventually develop the property and not have it bisected by a roadway. Mr. Bates noted in his staff report that an easement can be retained for existing City utilities in the right-of-way, which could be relinquished at a later date if their need is deemed no longer necessary for development. Should the Committee find merit in this request, a recommendation to the Public Works Committee would be for staff to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and, to recommend to the City Council the setting of a public hearing for the item on December 2, 2014.

Councilmember McEvers said there was a document from 2003 and asked what part of that is on the map. Mr. Bates said Government Rd on the original plat was 60 feet wide that was vacated back in 2003. They retained the Government Road portions that were in the road right-of-way so we'd always have access through there. After he looked at all the information, he realized he had to include that piece of Government Rod in the vacation request to meet what the applicant wants to do.

Councilmember Gookin asked if someone owns properties on both sides of the street can the City still vacate it. Mr. Bates said that is correct. Even if he owned only on the south side of the street, we can still vacate it, it would just go to the adjoiners. However, you cannot take away access to any of the lots. If he owned the south side and vacating that would restrict access to the north, then we couldn't vacate it. Councilmember Gookin commented that we cannot sell it. Mr. Bates said by state law we cannot sell it because it was dedicated on the plat. Any ground dedicated is vacated back. You cannot restrict it, condition it, or sell it. Councilmember Gookin commented that it immediately absorbs the surrounding zoning which is C-17. Mr. Bates said that is correct.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve the request to proceed with the vacation process as outline in Idaho Code Section 50-1306, and, recommend Council set a public hearing for December 2, 2014. Motion carried.

Item 4 Contract with Welch-Comer Engineers for survey of BNSF Property. Resolution No. 14-045

Mike Gridley, City Attorney, is requesting Council approve a Contract with Welch-Comer Engineers for a survey of the BNSF right-of-way that is being purchased by the City and LCDC. Mr. Gridley noted in his staff report that one of the requirements of the Purchase and Sale Agreement (PSA) between the City,

LCDC and BNSF is that the buyers perform a survey of the BNSF right of way. Welch-Comer is currently doing work for the City on the BLM / Four Corners master planning project that abuts the southeastern end of the BNSF right of way. This contract would extend the services provided to include the survey of the BNSF right of way. The cost for the survey is not to exceed \$23,500 although some additional cost may be incurred depending on any additional survey work that may be necessary. This survey will be considerably more complicated than a typical land survey because of the length of the property (over two miles) and the extent of the title work (research of old railroad deeds, easements and encroachments) that will be required. LCDC has agreed to pay half of the costs of the survey work. A survey of the property is necessary to meet the requirements of the PSA and also to allow the buyers to know the exact boundaries and encroachments on the property. The survey information will be used in the future if the city exchanges the property for other property.

Councilmember Miller asked Mr. Gridley to clarify costs. Mr. Gridley said the total cost will be approximately \$25,000 with the project broken up into 4 tasks. Mr. Gridley went into further detail of those tasks. Mr. Gridley said the City and LCDC will split the cost of the survey work which is approximately \$12,500 each. Councilmember Miller asked if this work will uncover any legal description issues. Mr. Gridley said Welch Comer will work together with the title company that has been researching the title records to determine what is there, what is being sold, if there are encroachments, etc. Because of the complexity of this two-mile stretch of railroad that has been there since around 1904, it gets pretty complicated.

Councilmember Gookin asked Mr. Gridley why this did not go out to bid. Mr. Gridley said that surveyors are covered under design professional contract. Looking at the complications and the existing work, staff felt it made sense to use Welch Comer as they are already on the ground doing this kind of work. There is a closing deadline that keeps getting pushed back a bit, and the original intent in the negotiation with the Railroad is to close this by December or January. The survey will take approximately 30 days after given the go-ahead. The go-ahead will not be given until Council approves the final purchase and sale agreement which is still in the process with the Railroad. Councilmember Gookin asked what budget this will come out of. Mr. Gridley said Council authorized approximately \$1.1 million dollars for the acquisition. We have estimated approximately \$100,000 of that cost for engineering, surveying, title work, etc. Mr. Gridley said he is not sure exactly what budget line that will come out of.

Councilmember McEvers who asked who represents the City in this project. Mr. Gridley said he will be the contact person because this is something he has been working on for some time.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council adopt Resolution No. 14---- approving a Contract with Welch-Comer Engineers for a survey of the BNSF right-of-way that is being purchased by the City and LCDC. Motion carried.

The meeting adjourned at 4:36 p.m.

Respectfully submitted,

Juanita Knight for
Amy C. Ferguson
Public Works Committee Liaison

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: 13 October 2014
FROM: Jim Markley, Water Department Superintendent
SUBJECT: Naming the new water well @ Hanley and Atlas

DECISION POINT: The new well located near the intersection of Hanley Avenue and Atlas Road is nearing completion. Traditionally we name wells based on the street where they are located but we already have an Atlas Well and a Hanley Well. We need to come up with a name for the well.

HISTORY: As stated above, in the past we have named wells based on their location, a system that will not easily work on the new well. Some water districts just number their wells and others name new wells after former employees. When we were first confronted with coming up with a name I polled the water department employees. Their overwhelming response was to honor the former superintendent Ralph Capaul by naming it after him. Ralph still lives in Coeur d'Alene and when I contacted him with this possibility he was open to it.

Ralph started working for the Idaho Water company in 1953 or 1954 in an entry level position. Over time he rose in the organization until he became superintendent, a position he was holding when the water system was acquired by the City in 1974. He stayed in that position until he retired in 1993. He was with the water company when all of the first wells were dug as we transitioned from surface water to ground water. He was involved when we first installed water meters. He had the foresight to document our surface use with the state water resources board an action that helped us secure a surface water right even though we have not used it for many years. He saw the system grow from a tiny one to one of the largest in Idaho. At each step he showed great vision with a view to the future. Ralph has a great store of institutional history and we still consult him periodically when we have questions about things that happened in the past. His knowledge of the system is encyclopedic. He continues to be a valuable resource for us.

FINANCIAL ANALYSIS: There is no financial impact from this decision.

QUALITY OF LIFE ANALYSIS: Naming this the Ralph Capaul Well is an opportunity to honor someone who had a large hand in helping the water system to be the showcase that it is today.

DECISION POINT/RECOMMENDATION: Staff requests a motion to Council to name the new well the Ralph Capaul Well.

New Well Location



OTHER BUSINESS

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

A. INTRODUCTION

This matter having come before the City Council on October 7, 2014, and there being present a person requesting approval of ITEM ZC-3-14, a request for a zone change from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre) zoning district.

APPLICANT: RAY HARDING

LOCATION: +/- 1.75 ACRE PARCEL BETWEEN FRUITLAND LANE AND HOWARD STREET (SOUTH OF CLADY LANE), TRACT 54 OF FRUITLANDS ADDITION TO COEUR D'ALENE

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

- B1. That the existing land uses are residential - single-family, duplex, mobile homes, mobile home parks, commercial – retail sales and service and vacant land.
- B2. That the Comprehensive Plan Map designation is Fruitland-Transition.
- B3. That the zoning is R-12 (Residential at 12 units/acre) zoning district.
- B4. That the notice of public hearing was published on, September 20, 2014, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, September 25, 2014, which fulfills the proper legal requirement.
- B6. That 87 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on September 19, 2014.
- B7. That public testimony was heard on October 7, 2014.
- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:
 - The subject property is within the existing city limits.
 - The City Comprehensive Plan Map designates this area as Fruitland-Transition.
 - Multifamily residential and the density of the overall Fruitland area as called out in the characteristics for “Fruitland Tomorrow” have been met.

The request meets the following goals and objectives of the 2007 Comprehensive plan:

Goal #1: Natural Environment

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

Objective 1.12

Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

Objective 1.14

Efficiency:

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

Objective 1.16

Connectivity:

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks and trail systems.

Goal #2: Economic Environment

Our Comprehensive Plan preserves the city's quality workplaces and encourages economic growth.

Objective 2.05

Pedestrian & Bicycle Environment:

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

Goal #3: Home Environment

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

Objective 3.01

Managed Growth:

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

Objective 3.05

Neighborhoods:

Protect and preserve existing neighborhoods from incompatible land uses and developments.

Objective 3.10

Affordable & Workforce Housing:

Support efforts to preserve and provide affordable and workforce housing.

Goal #4: Administrative Environment

Our Comprehensive Plan advocates efficiency and quality management in city government.

Objective 4.06

Public Participation:

Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

- B9. That public facilities and utilities are available and adequate for the proposed use. This is based on the comments made by staff as provided in the staff report.
- B10. That the physical characteristics of the site make it suitable for the request at this time because the subject property is generally flat with residential uses adjacent. There are no topographical or other physical constraints that would make the subject property unsuitable for the request.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, and existing land uses because the site is located in the Fruitland-Transition land use area of the comprehensive plan. A multitude of zone changes, special use permits, and PUD supports the transitional nature of the area. Public improves made to the Howard St. ROW will support the increased traffic without detrimental effects to the flow in the area.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of RAY HARDING for a zone change, as described in the application should be **approved**.

Special conditions applied are as follows:

Engineering:

1. Any proposed on-site street layout will be required to drain into on-site swales that are sized to the capacity required, as determined by the design engineer's calculations. All design information is required to be submitted for approval prior to development on the subject property.
2. The subject property frontage on Fruitland Lane will be required to have concrete curb, sidewalk and stormwater drainage swales installed at the time of development on the subject property. Installation of additional asphalt may be required to fill any gap between the newly installed curb and the existing edge of asphalt. If additional asphalt installation, or, street grading is necessary to insure adequate street drainage along the subject property frontage, that work would also be required at the time of development on the subject property.

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

ROLL CALL:

Council Member Gookin	Voted Yes
Council Member Edinger	Voted No
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member Adams	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 5 to 1 vote.

MAYOR STEVE WIDMYER

ORDINANCE NO. _____
COUNCIL BILL NO. 14-1020

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.75 ACRE PARCEL BETWEEN FRUITLAND LANE AND HOWARD STREET (SOUTH OF CLADY LANE), TRACT 54 OF FRUITLANDS ADDITION TO COEUR D' ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing on the hereinafter provided amendments, and after recommendation by the Planning Commission, it is deemed by the Mayor and City Council to be for the best interests of the City of Coeur d'Alene, Idaho, 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 the following described property, to wit:

The property is described as a +/- 1.75 acre parcel (1-lot) at 3615 N. Fruitland and legally described as Tract 54, Fruitlands Addition to Coeur d'Alene, Kootenai County, State of Idaho, According to the plat recorded in Book "C" of Plats, page 12.

is hereby changed and rezoned from R-12 (Residential at 12 units/acre) to R-17 (Residential at 17 units/acre).

SECTION 2. That the following conditions precedent to rezoning are placed upon the rezone of the property:

Engineering:

1. Any proposed on-site street layout will be required to drain into on-site swales that are sized to the capacity required, as determined by the design engineer's calculations. All design information is required to be submitted for approval prior to development on the subject property.
2. The subject property frontage on Fruitland Lane will be required to have concrete curb, sidewalk and stormwater drainage swales installed at the time of development on the subject property. Installation of additional asphalt may be required to fill any gap between the newly installed curb and the existing edge of asphalt. If additional asphalt installation, or, street grading is necessary to insure adequate street drainage along the subject property frontage, that work would also be required at the time of development on the subject property.

SECTION 3. That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, is hereby amended as set forth in Section 1 hereof.

SECTION 4. That the Planning Director is hereby instructed to make such change and amendment on the three (3) official Zoning Maps of the City of Coeur d'Alene.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

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 on October 21, 2014.

APPROVED this 21st day of October 2014.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. ____

Zone Change – ZC-3-14

Fruitland lane and Howard Street (South of Clady Lane)

AN ORDINANCE AMENDING THE ZONING ACT OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, KNOWN AS ORDINANCE NO. 1691, ORDINANCES OF THE CITY OF COEUR D'ALENE, BY CHANGING THE FOLLOWING DESCRIBED PROPERTY FROM R-12 (RESIDENTIAL AT 12 UNITS/ACRE) TO R-17 (RESIDENTIAL AT 17 UNITS/ACRE) AND PLACING CERTAIN CONDITIONS UPON THE PROPERTY, SAID PROPERTY BEING DESCRIBED AS FOLLOWS, TO WIT: +/- 1.75 ACRE PARCEL BETWEEN FRUITLAND LANE AND HOWARD STREET (SOUTH OF CLADY LANE), TRACT 54 OF FRUITLANDS ADDITION TO COEUR D' ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. ____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. ____, **Zone Change – ZC-3-14 – Fruitland Lane and Howard Street (South of Clady Lane)**, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 21st day of October, 2014.

Warren J. Wilson, Chief Civil Deputy City Attorney

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

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

FUND	BALANCE 8/31/2014	RECEIPTS	DISBURSE- MENTS	BALANCE 9/30/2014
<u>General-Designated</u>	\$540,323	\$36	\$11,271	\$529,088
<u>General-Undesignated</u>	8,213,418	3,213,533	5,617,691	5,809,260
<u>Special Revenue:</u>				
Library	234,268	7,874	113,199	128,943
CDBG	(310)	19,998	19,402	286
Cemetery	43,327	20,668	22,276	41,719
Parks Capital Improvements	302,790	12,019	40,103	274,706
Impact Fees	3,503,147	36,618	54,493	3,485,272
Annexation Fees	117,326	12	22	117,316
Insurance	30,046	19,735	19,633	30,148
Cemetery P/C	1,757,601	19,046	21,221	1,755,426
Jewett House	55,073	10,506	7,523	58,056
Reforestation	(889)	5,610	4,677	44
Street Trees	184,465	6,319	4,738	186,046
Community Canopy	2,533		120	2,413
CdA Arts Commission	1,857		133	1,724
Public Art Fund	73,761	1,399	634	74,526
Public Art Fund - LCDC	287,745	119,331	4,918	402,158
Public Art Fund - Maintenance	134,267	473	4,016	130,724
<u>Debt Service:</u>				
2002 & 2006 G.O. Bonds	474,078	2,797	376	476,499
LID Guarantee	46,194	9,936	17	56,113
LID 130 Lakeside / Ramsey / Industrial Park	444			444
LID 146 Northwest Boulevard				
LID 149 4th Street	17,573	201	17,774	-
<u>Capital Projects:</u>				
Street Projects	246,235	55,474	115,548	186,161
<u>Enterprise:</u>				
Street Lights	85,364	42,618	55,368	72,614
Water	(119,130)	836,094	1,014,192	(297,228)
Water Capitalization Fees	3,650,110	55,760	1,445	3,704,425
Wastewater	4,769,919	2,166,996	1,766,730	5,170,185
Wastewater-Reserved	1,354,783	27,500		1,382,283
WWTP Capitalization Fees	4,792,790	129,774	13,230	4,909,334
WW Property Mgmt	60,668			60,668
Sanitation	(271,183)	603,132	330,860	1,089
Public Parking	(130,155)	145,000	14,156	689
Drainage	192,035	103,938	53,997	241,976
Wastewater Debt Service	1,012,981	107	403	1,012,685
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	190,702	198,760	191,188	198,274
LID Advance Payments	845	100		945
Police Retirement	1,402,631	7,844	31,538	1,378,937
Sales Tax	2,644	1,332	2,644	1,332
BID	200,458	7,238	41,062	166,634
Homeless Trust Fund	671	328	671	328
GRAND TOTAL	\$33,461,404	\$7,888,106	\$9,597,269	\$31,752,241

CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2014	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$212,366	\$220,568	104%
	Services/Supplies	11,840	9,365	79%
Administration	Personnel Services	319,115	275,725	86%
	Services/Supplies	69,390	17,436	25%
Finance	Personnel Services	614,642	607,117	99%
	Services/Supplies	99,060	95,983	97%
Municipal Services	Personnel Services	960,817	946,611	99%
	Services/Supplies	444,141	436,297	98%
	Capital Outlay	7,000	6,836	98%
Human Resources	Personnel Services	244,271	153,712	63%
	Services/Supplies	30,200	32,199	107%
Legal	Personnel Services	1,377,700	1,380,297	100%
	Services/Supplies	104,126	108,936	105%
Planning	Personnel Services	433,125	346,344	80%
	Services/Supplies	9,100	23,989	264%
Building Maintenance	Personnel Services	299,965	287,163	96%
	Services/Supplies	122,296	124,478	102%
	Capital Outlay			
Police	Personnel Services	9,690,019	9,001,419	93%
	Services/Supplies	821,950	883,386	107%
	Capital Outlay	92,372	85,657	93%
Fire	Personnel Services	7,626,776	7,593,458	100%
	Services/Supplies	420,903	391,763	93%
	Capital Outlay			
General Government	Services/Supplies	816,920	816,806	100%
	Capital Outlay			
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies		84,180	
	Capital Outlay			
COPS Grant	Personnel Services	116,206		
	Services/Supplies			
CdA Drug Task Force	Services/Supplies	43,100	65,197	151%
	Capital Outlay	27,156	47,827	176%
Streets	Personnel Services	1,904,608	1,741,625	91%
	Services/Supplies	553,251	606,266	110%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2014	PERCENT EXPENDED
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CITY OF COEUR D'ALENE
 BUDGET STATUS REPORT
 TWELVE MONTHS ENDED
 September 30, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2014	PERCENT EXPENDED
ADA Sidewalk Abatement	Personnel Services	210,544	195,101	93%
	Services/Supplies	38,300	50,072	131%
Engineering Services	Personnel Services	523,881	526,295	100%
	Services/Supplies	1,947,553	1,510,685	78%
	Capital Outlay			
Parks	Personnel Services	1,404,361	1,202,863	86%
	Services/Supplies	438,300	475,152	108%
	Capital Outlay	83,000	76,101	92%
Recreation	Personnel Services	619,035	546,364	88%
	Services/Supplies	157,200	145,222	92%
Building Inspection	Personnel Services	850,588	767,020	90%
	Services/Supplies	43,258	35,443	82%
Total General Fund		<u>33,788,435</u>	<u>31,920,958</u>	<u>94%</u>
Library	Personnel Services	1,034,823	994,369	96%
	Services/Supplies	186,350	177,266	95%
	Capital Outlay	110,000	108,244	98%
CDBG	Services/Supplies	297,298	130,824	44%
Cemetery	Personnel Services	140,091	139,952	100%
	Services/Supplies	94,164	74,997	80%
	Capital Outlay	38,000	35,344	93%
Impact Fees	Services/Supplies	731,710	386,665	53%
Annexation Fees	Services/Supplies	14,000	14,000	100%
Parks Capital Improvements	Capital Outlay	460,800	215,424	47%
Insurance	Services/Supplies	430,000	304,002	71%
Cemetery Perpetual Care	Services/Supplies	98,000	97,103	99%
Jewett House	Services/Supplies	59,640	30,500	51%
Reforestation	Services/Supplies	2,000	35,688	1784%
Street Trees	Services/Supplies	65,000	80,280	124%
Community Canopy	Services/Supplies	1,500	807	54%
CdA Arts Commission	Services/Supplies	6,600	5,810	88%
Public Art Fund	Services/Supplies	250,800	226,476	90%
Total Special Revenue		<u>4,020,776</u>	<u>3,057,751</u>	<u>76%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2014

<u>FUND OR DEPARTMENT</u>	<u>TYPE OF EXPENDITURE</u>	<u>TOTAL BUDGETED</u>	<u>SPENT THRU 9/30/2014</u>	<u>PERCENT EXPENDED</u>
Debt Service Fund		<u>1,255,435</u>	<u>1,254,006</u>	<u>100%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
TWELVE MONTHS ENDED
September 30, 2014

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 9/30/2014	PERCENT EXPENDED
15th Street at Cherry Hill	Capital Outlay	68,370		
Front Avenue Project	Capital Outlay	1,000,000	877,480	
Govt Way - Hanley to Prairie	Capital Outlay	1,300,000	195,973	15%
Levee Certification	Capital Outlay	260,000	258,222	99%
15th Street - Lunceford to Dalton	Capital Outlay			
3rd / Harrison signal	Capital Outlay	230,000	228,240	
Atlas Road Widening	Capital Outlay	164,000		
Kathleen Ave Widening	Capital Outlay	50,000		
Total Capital Projects Funds		3,072,370	1,559,915	51%
Street Lights	Services/Supplies	572,000	563,938	99%
Water	Personnel Services	1,652,706	1,627,411	98%
	Services/Supplies	4,219,911	1,588,410	38%
	Capital Outlay	2,329,900	2,092,642	90%
Water Capitalization Fees	Services/Supplies	1,100,000	190,600	17%
Wastewater	Personnel Services	2,352,374	2,217,836	94%
	Services/Supplies	6,338,854	2,107,751	33%
	Capital Outlay	12,260,300	9,639,465	79%
	Debt Service	2,025,641	2,025,641	100%
WW Capitalization	Services/Supplies	900,000		
Sanitation	Services/Supplies	3,539,362	3,540,136	100%
Public Parking	Services/Supplies	179,957	111,760	62%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	103,183	101,135	98%
	Services/Supplies	663,812	275,069	41%
	Capital Outlay	250,000	42,811	17%
Total Enterprise Funds		38,488,000	26,124,605	68%
Kootenai County Solid Waste		2,200,000	2,240,420	102%
Police Retirement		175,800	178,554	102%
Business Improvement District		186,000	81,000	44%
Homeless Trust Fund		5,900	4,872	83%
Total Fiduciary Funds		2,567,700	2,504,846	98%
TOTALS:		\$83,192,716	\$66,422,081	80%