



Coeur d'Alene

CITY COUNCIL MEETING

August 4, 2015

MEMBERS OF THE CITY COUNCIL:

Steve Widmyer, Mayor

Council Members Adams, Edinger, Evans, Gookin, McEvers, Miller

PRESENTATIONS

The Benefits of Single Stream Recycling

The City of Coeur d'Alene

Steve Roberge, WM District Manager

Tami Yager, WM Public Sector Services Manager

August 2015



Waste Management of Idaho

Coeur d'Alene



Waste Management of Idaho Single Stream Recycling - Big Blue One cart with wheels makes it easy!



Waste Management of Idaho

Coeur d'Alene - What is Single Stream Recycling?



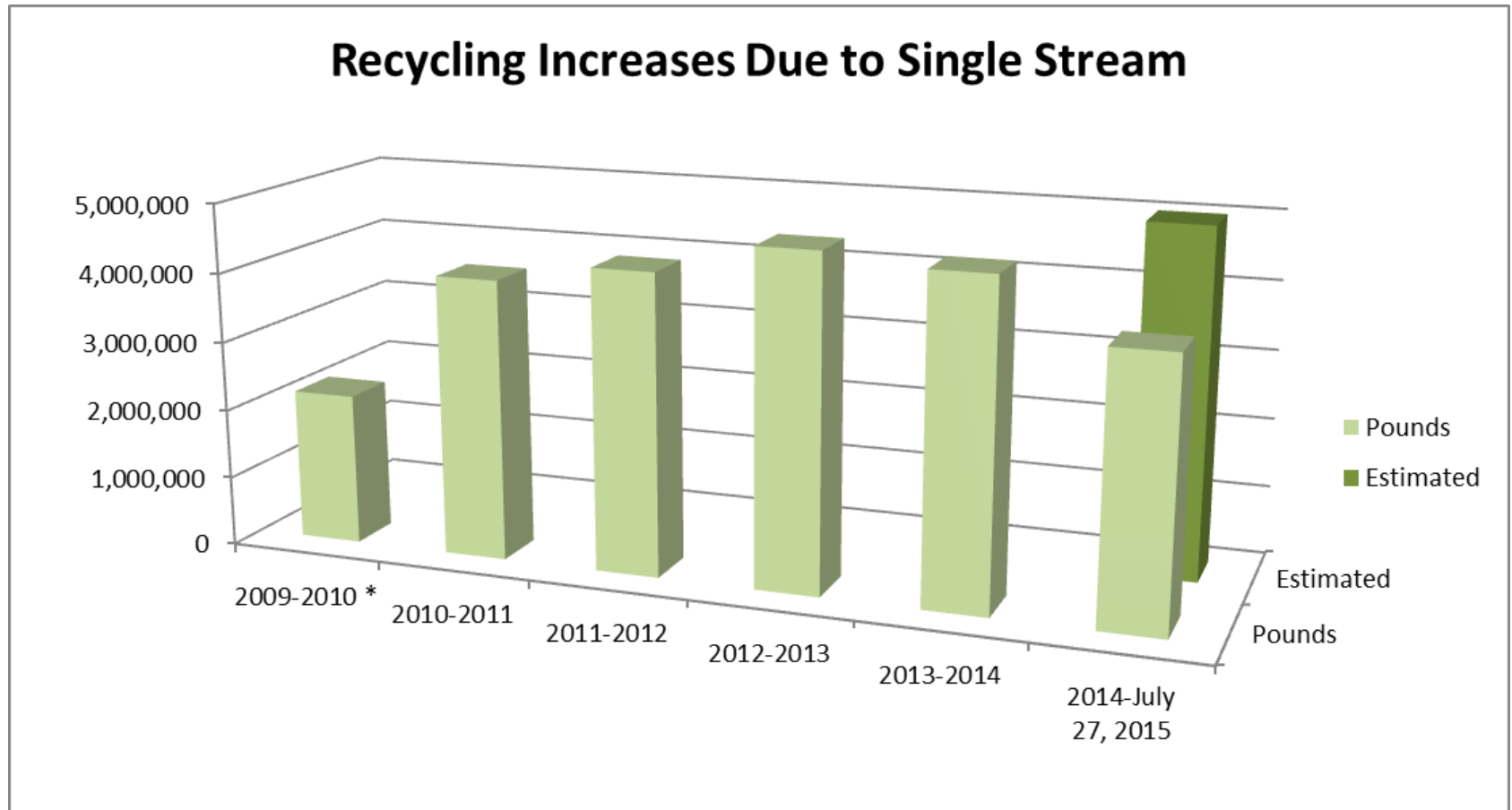
SINGLE STREAM
recycling

Single Stream Recycling Works!

Over 75% of Coeur d'Alene residents place their recycle cart out on collection day.



Single Stream Recycling Works!



Waste Management of Idaho Where do CDA materials go?

Material Recovery Facility - SMaRT



Waste Management of Idaho

What is Currently Recyclable in CDA Program?

Paper, plastic bottles, steel, tin and aluminum, cartons



Steps to Recycling Success

All of these are necessary for sustainable recycling

Collection

- Convenience
- Size/shape
- Public education



Processing

- Identification
- Sorting
- Size



End-Market

- Demand
- Volume
- Value

Waste Management of Idaho

Why Recycling Matters

Economic and Environmental Benefits

- Creates jobs
- Conserves natural resources
- Saves energy
- Saves water
- Reduces pollution
- Reduces GHG emissions



Waste Management of Idaho

Coeur d'Alene

GROWING RECOGNITION

We are proud of the continued recognition by global industry leaders for our sustainability governance and programs, a few which include:

Ethisphere Institute

"World's Most Ethical Companies"
— 2008, 2009, 2010, and
2011. We are the only
environmental service
company to receive this
coveted award

Forbes, Inc.

Top 20 Most Responsible
Companies

Governance Metrics International

Highest rating of "10" in 2009
and 2010. We were one of only 42
companies who received this honor from
a pool of 4,216 participating companies



Newsweek Green Rankings

Highest-ranked waste and
environmental service company

Dow Jones Sustainability Index
2006 to 2010

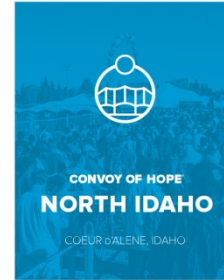
Human Rights Campaign
Score of 100% in 2010,
and the only waste and
environmental service
company to receive this
recognition

**Sustainable Productivity Seal of
Approval, SUPR Seal™**

Top Business-to-Business
Companies

Waste Management of Idaho

Committed to Recycling and Committed to Coeur d'Alene



Questions?

www.wmnorthwest.coeurdalene



Thank you.

CONSENT CALENDAR

A CONTINUED MEETING OF
THE COEUR D'ALENE CITY COUNCIL
JULY 14, 2015

The Mayor and Council of the City of Coeur d'Alene met in continued session in the Library Community Room at 1:00 p.m. on July 14, 2015 there being present upon roll call a quorum:

Steve Widmyer, Mayor

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

DEPARTMENT HEADS PRESENT: City Administrator Jim Hammond; Finance Director Troy Tymesen; Municipal Services Director Renata McLeod; Deputy Finance Director Vonnie Jensen; Parks and Recreation Director Steve Anthony; Library Director Bette Ammon; Water Superintendent Jim Markley; Fire Chief Kenny Gabriel; Human Resources Director Melissa Tosi; Community Planning Director Hilary Anderson; Building Services Director Ed Wagner; City Attorney Mike Gridley; Streets Superintendent Tim Martin; and Wastewater Superintendent Sid Fredrickson.

BEER/WINE LICENSE FOR MOD SUPER FAST PIZZA, LLC.; SCOTT SVENSON, ETAL.; 2824 NORTH RAMSEY ROAD, SUITE 105 (NEW)

MOTION: Motion by Edinger, seconded by McEvers to approve a Beer/Wine License for MOD Super Fast Pizza located at 2824 N. Ramsey Road, Suite 105. **Motion carried.**

FISCAL YEAR 2015-2016: Finance Director Troy Tymesen provided an overview of the preliminary financial plan for Fiscal Year 2015-2016 that is proposed to be \$87,400,148 with a 2.75% property tax increase. The proposed budget includes several items related to the City's main goal of increasing public safety. He explained that the foregone tax balance is currently at \$3,728,662. Additionally, as the city grows, so does the Fund Balance which is currently at \$6,100,000 (14.5% of expenses). This is very healthy according to governmental accounting standards. Mr. Tymesen estimated new growth revenue in the budget at \$838,000. He explained that the budget includes an increase in personnel of 29.5 FTE, including 9 Firefighters, 6 Police Officers, and various positions within Police, Street, Building and Water Departments.

New building growth valuation for 2014 was \$3,065,415,800; which means that the levy rate will go down, as growth is moving faster than the ability to increase property taxes. Mr. Tymesen clarified that the 2.75% increase in property taxes allows for all of the items requested to be included in the budget including new positions, G.O. Bond items, Fire Station No. 4, increase in health insurance, COLA, and merit increases. Mr. Tymesen reviewed the property tax effect the City's levy would have and clarified that the County does not have the

total current value of the City, but he has estimated \$21,293,006 in property tax revenue based on a valuation of \$3,397,000,000. The County should have the final numbers at the beginning of August.

Mr. Tymesen mentioned that the General Obligation Bond debt service is currently being finalized and will be coming to the next Council meeting with a 2.05% interest rate from a local bank. This interest rate will provide a \$280,000 a year savings in debt service payments. He also noted that the DEQ loan offer to the Wastewater Department at 2% interest will be included in the next budget draft and he reiterated that it is a great rate for long term debt on long term capital items.

Councilmember Gookin asked the Building Services Director to explain the reasoning to take over electrical inspections. Mr. Wagner explained that one reason behind the request is that the City of Post Falls has asked the City to provide backup to them and this would allow each city to have one inspector who covers when the other is out. The fees collected would pay for the position and it could save developers time for inspections -- potentially three days. Providing the inspections through the City continues the "one stop shop" philosophy for all inspections and the inspector could be trained to provide additional building code inspections. He noted that the 15 largest cities in Idaho are doing their own electrical inspections within their jurisdictions. Mr. Wagner clarified that the City would be providing inspections that are currently being conducted by the state at the same fee schedule. Councilmember McEvers expressed concern over hiring additional staff when the City is currently receiving money from the state for no work. Mr. Tymesen explained that he did not include estimated income into the budget for electrical permits so it would be budget neutral and would pay for itself. Councilmember Evans asked if it could be a revenue generator. Mr. Tymesen confirmed that it could generate revenue if the inspector position is approved. Mayor Widmyer stated that it was a customer service issue, and that the volume of work they have currently justifies the Permit Coordinator position and will be funded by the electrical permit fee revenues. Councilmember Edinger questioned if discussions with contractors has occurred in the past six months. Mr. Wagner said that he has contacted the entity that sent out the survey and has not received a return call and that he has contacted NIBCA but he has not requested a meeting yet. Councilmember Gookin requested that he meet with the contractors prior to hiring an inspector and try to work through their concerns. City Administrator Jim Hammond said that this is a collaborative effort for the community with an opportunity for the four major cities to work together to create savings and efficiencies for the tax payers. Mayor Widmyer asked that the meeting with the contractors take place and that Mr. Wagner report back to the Council thereafter.

Councilmember McEvers asked for clarification regarding the part-time Police Department positions. Captain Childers explained that these are all non-benefited positions, some of which will allow Police Officers to be out on the street rather than handling some of these types of duties. They have set critical staffing levels which fluctuate with the shifts based on needs. Councilmember Gookin asked why only 6 officers were included in the budget rather than 12. Captain Childers explained that they hired 3 this year, and requested 6 in the proposed budget to gradually increase to the needed amount over a couple years. Discussion ensued regarding the impact of hiring fewer officers. Captain Childers clarified that response times were faster with more officers on shift.

Mr. Tymesen reviewed the Street Department reorganization that includes staffing to accommodate work for Water and Drainage utilities which will cover the cost of the additional positions.

Mr. Tymesen explained that funding for Fire Station No. 4 will be mostly from impact fees and they plan to coordinate the new hires late in the year. Mayor Widmyer asked what would be the estimated start date for construction. Chief Gabriel explained that they are working on a plan to bring to council next month that includes the proposed opening of the station by October 2016. Councilmember Gookin asked for information regarding the Division Chief position. Chief Gabriel explained the need for training and EMS coordination.

Mr. Tymesen explained that the Library has reorganized and no longer has a Deputy Library Director. They have included one Reference Clerk position in the proposed budget for the Lake City High School program. Library Director Bette Ammon confirmed that the high school program is contingent upon hiring that position.

Discussion ensued regarding the requested 2 utility workers in the Water Department. Assistant Superintendent Terry Pickel explained the need for additional data entry, billing and general office support as well as their desire to split the field crew into two crews. He verified that this would not increase utility fees. Mr. Tymesen explained that he is concerned about adding staff within the Water Department as the fund does not currently cash flow. Councilmember Evans suggested the hiring of one utility worker as a compromise. Mr. Pickel felt that one utility worker would allow them to have one smaller and one larger crew. He also explained that during their comprehensive planning it was predicted that they would be negative for the first three years until rates get to where they should be to cover their costs.

Councilmember Miller asked for additional information regarding the Employee Assistance Program (EAP) within the Human Resources budget. Human Resources Director Melissa Tosi explained the EAP is a benefit provided for drug and alcohol counseling. The company willing to provide the service has offered comprehensive services including four visits instead of one per employee, supervisory training, and will provide utilization data. She verified that the amount in the budget is an estimated contract amount.

Councilmember Adams questioned how the increase of taxes by 2.75% would impact the future and could the city increase impact fees to cover future years without a property tax increase. Mr. Tymesen explained that impact fees are limited on their collection and use as they can be used for street impacts, parks, police, and fire that are growth-related. He clarified that impact fees cannot pay for personnel. Additionally, the financial model he would recommend to the City is, if there is no growth the City would need to reduce services or take the 3%. The City has been lucky to generate new growth and not have to take the foregone taxes and it continues to grow. The growth also increases the base of the city valuation, which lowers the levy rate. Councilmember Adams questioned how many employees get merit and COLA increases. Mr. Tymesen explained that every full-time employee gets a COLA, and potentially 40%-50% would be eligible for merit increases. Councilmember Adams asked for information to be provided to him regarding the specific merit increase numbers and what amount of savings there would be if

the top 250 earners were frozen from increases. Councilmember Evans said that she felt it was important to remember that there is more to it than the numbers, as merit increases affect morale and demonstrate respect to the employees.

Councilmember Adams asked what the minimum standards are for the Fund Balance. Mr. Tymesen explained that the governmental accounting standards provide an acceptable range that would cover three-months of expenses. He clarified that their recommendation is a double digit percentage.

Councilmember Gookin suggested that the property tax increase mirror the CPI. Mayor Widmyer concurred that it would be good for staff to look at how to lower property taxes, while still meeting the city's needs. Councilmember Edinger felt that the City is in a good financial position and that staff has done an excellent job on the budget. He believes that the inclusion of the additional public safety staff and the Fire Station are moving the City in the right direction. Councilmember Evans thanked staff for their budget efforts and said she was comfortable with what was presented today.

Mr. Tymesen explained that he can work with the numbers presented today and bring back a proposal for a property tax increase of 1.75%. He explained that at the first Council meeting in August he will be presenting the Resolution setting the high water mark for the budget and will include a 1.75% property tax increase.

Mr. Tymesen noted that the public hearing takes place on September 1, 2015.

ADJOURNMENT: Motion by Gookin, seconded by Miller that there being no further business, the meeting be adjourned. **Motion carried.**

The meeting recessed at 2:46 p.m.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

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

July 21, 2015

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room July 21, 2015 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

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

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

INVOCATION: An invocation was provided by Pastor Paul Van Noy with Candlelight Church.

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

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

1. Approval of Council Minutes for July 7, 2015 and July 9, 2015.
2. Approval of Bills as Submitted.
3. Setting of Public Hearings
 - a. August 18, 2015: V-15-1– Vacation of the Water Easement in the Riverstone West Silver Plat
 - b. August 18, 2015: ZC-4-15 - Zone change from R-17 (residential at 17 units/acre) to C-17 (commercial at 17 units/acre); CDA Enterprises, LLC 3502 N. Fruitland Lane
4. Setting of General Services and Public Works Committees meetings for July 27, 2015 at 12:00 noon and 4:00 p.m. respectively.
5. **Resolution No. 15-035:** 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 THE DESTRUCTION OF RECORDS FROM FINANCE AND PROJECT COORDINATOR FILES; APPROVING AN AGREEMENT FOR SHELTER SERVICES WITH THE KOOTENAI HUMANE SOCIETY; APPROVING THE SURPLUS AND DISPOSAL OF A 1988 COMPOST MIXING UNIT FROM WASTEWATER UTILITY; APPROVING THE SOLE SOURCE PROCUREMENT OF

IPEX, INC. FOR A VORTEX FLOW PVC INSERT FITTING FOR THE
WASTEWATER UTILITY B-INTERCEPTOR PROJECT.

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

**AUTHORIZATION FOR THE PURCHASE OF FOUR (4) INVESTIGATIVE/
ADMINISTRATIVE FLEET VEHICLES AND ONE (1) PATROL VEHICLE**

STAFF REPORT: Police Chief White explained the need for the investigative/administrative vehicles and noted that one vehicle has over 100,000 miles. Additionally, one patrol supervisor vehicle is being held in evidence by the Kootenai County Prosecutor's Office and they will not be releasing the vehicle until all appeals have been exhausted, which could take decades. The total purchase price of the patrol vehicle and required ancillary equipment is \$56,144. The department has been able to save the funds required for the purchase of the four investigative/administrative vehicles (approximately \$150,000 for vehicles and emergency equipment such as lights and radios) through personnel vacancy savings and not purchasing other budgeted items. However, the Police Department does not have budget capacity for the patrol vehicle and related equipment. Since this is an unbudgeted item the Finance Director stated that funds from the General Fund/Fund Balance are available and could be appropriated to this purchase with Council approval.

MOTION: Motion by McEvers, seconded by Evans to authorize for the purchase of four (4) investigative/administrative fleet vehicles and one (1) patrol vehicle.

DISCUSSION: Mayor Widmyer asked if the City could file an insurance claim for the loss of the use of Sgt. Moore's vehicle. Finance Director Troy Tymesen said that he has discussed the issue with our insurance carrier who explained that it is still a vehicle owned by the City and it is covered for collision or damages but not the retention by another agency. Councilmember Gookin expressed frustration regarding the situation. Chief White reiterated that this may involve the death penalty for a murder and the vehicle is part of the evidence. City Administrator Jim Hammond explained that another perspective is that the City is short on patrol cars and would benefit from another one in the fleet.

Motion Carried.

**COUNCIL BILL NO. 15-1012
ORDINANCE 3512**

A SUPPLEMENTAL ORDINANCE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF THE CITY'S SEWER REVENUE BOND, SERIES 2015, IN THE PRINCIPAL AMOUNT OF \$8,670,367 TO PROVIDE FUNDS NECESSARY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; RATIFYING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND AMENDMENT THERETO; PROVIDING FOR THE SALE OF THE SERIES 2015 BOND TO THE STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL

QUALITY; PLEDGING REVENUES FOR PAYMENT OF THE SERIES 2015 BOND ON PARITY; FIXING THE FORM AND TERMS OF THE SERIES 2015 BOND; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

STAFF REPORT: Mr. Tymesen explained that this request is for approval of the final loan document with DEQ for the Wastewater Treatment Plant improvements. He was proud to announce that the loan for \$8,670,367 came in at a 2.0% fixed interest rate for 20 years with no loan fees. In 2013 the Wastewater Utility received judicial confirmation to borrow up to \$33,590,000 in order to upgrade the treatment plant. The wastewater rate study anticipated the repayment of bonds to complete the major process improvements to the treatment plant. This activity continues to keep the plant in compliance with the discharge permit.

MOTION: Motion by McEvers, seconded by Gookin, to pass the first reading of Council Bill No. 15-1012.

DISCUSSION: Councilmember Gookin asked if this was a refinance of something. Mr. Tymesen clarified that this is the original loan and that there is nothing in Wastewater funds to refinance. Councilmember Gookin asked if this would reduce future rate increases. Mr. Tymesen explained that this would not reduce rate increases but might postpone rate increases if the City continues to get low interest rates. Councilmember Adams asked for clarification regarding the bi-annual payments. Mr. Tymesen clarified that payments will be made twice a year as that is the preference of DEQ.

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

MOTION: Motion by McEvers, seconded by Gookin, to suspend the rules and to adopt Council Bill 15-1012 by its having had one reading by title only.

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

**COUNCIL BILL NO. 15-1013
ORDINANCE 3513**

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF \$6,000,000 GENERAL OBLIGATION BONDS, SERIES 2015A, \$1,595,000 GENERAL OBLIGATION REFUNDING BONDS, 2015B, AND RELATED SUPPLEMENTAL REGISTERED INTEREST COUPON IN THE INITIAL VALUE OF \$124,105.82 OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING EXECUTION OF A BOND PURCHASE CONTRACT RELATED TO THE SALE OF THE BONDS AND SUPPLEMENTAL REGISTERED INTEREST COUPON, FIXING THE INTEREST RATES THEREOF, PROVIDING FOR THE LEVY OF TAXES TO PAY PRINCIPAL OF AND INTEREST ON THE BONDS AND SUPPLEMENTAL INTEREST REPRESENTED BY THE SUPPLEMENTAL REGISTERED INTEREST COUPON, PROVIDING FOR THE USE OF

THE PROCEEDS THEREOF, PROVIDING FOR A SYSTEM OF REGISTRATION THEREFOR, MAKING CERTAIN FINDINGS AND COVENANTS IN CONNECTION THEREWITH, MAKING CERTAIN REPRESENTATIONS AND COVENANTS CONCERNING MAINTENANCE OF THE TAX-EXEMPT STATUS OF INTEREST THEREON UNDER THE FEDERAL TAX LAW, PROVIDING FOR THE CALL FOR REDEMPTION OF THE BONDS TO BE REFUNDED, RATIFYING ACTIONS HERETOFORE TAKEN, AND PROVIDING FOR RELATED MATTERS.

STAFF REPORT: Mr. Tymesen explained that the action requested will approve legal documents, including the authorization of a private General Obligation bond sale to a local bank, Mountain West Bank. Eric Herringer with Piper Jaffray explained that 10 different banks were interested in acquiring these bonds with interest rates ranging from 3.05% to 2.05%. Mountain West Bank provided an interest rate at 2.05% with a total loan fee is just \$1,000, which was the best deal. This will allow the City to close this financial transaction on August 4, 2015 at a fixed interest rate of 2.05% for 10 years. The payments for this new debt will be made by constituents through the payment of property taxes. He explained that the all-in-true interest cost is 2.17% with proceeds to the project fund of \$5,959,081. The anticipated interest rate as discussed with constituents was anticipated to be 2.96%. The total interest savings as compared to the new rate is \$377,000.

MOTION: Motion by McEvers, seconded by Evans, to pass the first reading of **Council Bill No. 15-1013**.

DISCUSSION: Councilmember Gookin asked what would happen to the money if the City doesn't spend it all by the end of the year. Mr. Tymesen stated that any funds not spent could go toward prepayment of the bond, but he anticipates that the numbers are very close with what was proposed in the bond. Additionally, the City has 36 months to spend down the bulk of the money. Councilmember McEvers said that he was very excited by the low interest rate and that staff works hard to keep the City financially stable to get such good rates.

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

MOTION: Motion by Gookin, seconded by McEvers, to suspend the rules and to adopt **Council Bill 15-1013** by its having had one reading by title only.

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

PARADE/SPECIAL EVENTS PRESENTATION

Renata McLeod, Municipal Services Director explained that staff had not reviewed the parade and special event costs in several years. She explained that before additional time and resources were spent reviewing costs and codes, it was important to check in with the City Council to seek direction. Recommendations from staff include amending the code to allow more than one low impact event per day, incremental increases in fees, and reviewing ways to shift the cost burden

to event sponsors. Ms. McLeod noted that over the years the Downtown Association and Chamber of Commerce have taken on more event responsibilities such as placement of barricades for smaller events, port-a-potties, garbage clean-up, and hiring of flaggers for large events. She reviewed the known overtime costs of the 11 large events. Police Chief White explained the program that they used in Mesa, Arizona was to require non-city events to pay the full cost of the event burden.

DISCUSSION: Councilmember Adams suggested speaking with the event sponsors regarding the costs and to discuss options to mitigate the costs; however, he would not want to increase fees to a point of deterring the events. Councilmember Miller suggested that the parks events become a part of the discussion and that more detailed information be brought forward to Council. She expressed concern with the traffic impact for the events in the park and the inability to have more than one event per day.

Chamber of Commerce President Steve Wilson explained that the some of the events have additional expenses such as trophies and aren't highly profitable to the Chamber. They have continued to take on additional responsibilities such as additional flaggers for the 4th of July event. Councilmember Miller requested that event sponsors, parks staff, the Chamber and Downtown Association be a part of the future discussion. Downtown Association Manager Terry Cooper clarified that the events bring many people to the downtown and create a civic atmosphere. They have continued to take on more responsibilities with these events and try to lessen the burden on city staff. They only have a couple events that they are able to charge vendors, in which they make revenue for the year. All other events are free to the public and create a community atmosphere. He noted that they are willing to have incremental increases in fees, but do not want it to become so burdensome that they are not able to host community events.

Discussion ensued regarding the parking fees and fireworks funding. Councilmember McEvers expressed a desire to allow more than one event per day. Councilmember Gookin felt that it is important for staff to analyze what would be a city-sponsored event. Additionally, he would be supportive of two sets of fees; one for city-sponsored events, and another for non-city-sponsored events. Mr. Tymesen explained that the Chamber of Commerce has been a good partner and there are good economic returns from these events. He would like to see the City work to lower the cost to deliver public safety and continue to be business friendly. Mayor Widmyer summarized that the direction to staff would include bringing the parks staff into the fold, involving other entities such as the Chamber, Downtown Association, and event sponsors. He noted that these events are also fundraisers for local non-profits.

MOTION: Motion by Gookin, seconded by McEvers to direct staff to further the discussion with event coordinators, Parks Department, Chamber and the Downtown Association; to increase revenue without hurting the events; allow more than one event per day; and to determine what would be defined as a city co-sponsored event. **Motion carried.**

A-2-15 - PROPOSED ANNEXATION FROM COUNTY INDUSTRIAL TO CITY C-17 BY THE CITY OF COEUR D'ALENE; 9.33 ACRE PORTION OF THE FORMER BNSF RAILROAD PROPERTY NEAR HWY 95 & EXTENDING TO THE HUBBARD STREET RIGHT-OF-WAY.

Mayor Widmyer asked for disclosure of any conflicts of interest of the Council and none were noted.

STAFF REPORT: Planner Tami Stroud explained that the annexation request is for city-owned Burlington Northern Railroad right-of-way, approximately 9.33 acre strip of land. Zoning in conjunction with annexation is requested to be C-17 (Commercial). The location of the property is west of Northwest Boulevard; Idaho Avenue to Highway 95. She noted that surrounding uses are residential, civic, and commercial. She explained that the following four (4) findings would need to be met for consideration of the annexation; that the proposal is, or is not, in conformance with the Comprehensive Plan; that public facilities and utilities are, or are not, available and adequate for the proposed use; that 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, character and/or existing land use. Ms. Stroud noted that in the Comprehensive Plan the area is held out as part of the Educational Corridor. The subject property was previously the site of the Burlington Northern Railroad property and is now vacant. The city is working on a lease with BLM and intends to create open space, parks, pedestrian and bicycle connections and other public spaces. She noted that the Planning Commission recommended approval of the request on June 9, 2015. She referenced the applicable codes and policies as noted in the staff report.

DISCUSSION: Councilmember Gookin noted that BLM would not allow commercial development of the land and questioned the request for C-17 zoning. Deputy City Attorney Warren Wilson explained that zoning should be based on the surrounding area. Additionally, the C-17 zone would allow certain uses and it would provide consistency with the Comprehensive Plan. He reiterated that it is best practice to zone consistent to the Comprehensive Plan. Councilmember Gookin expressed concern with the staff report as he felt it should have more specific details of development requirements under the zone requested. Mr. Wilson explained that staff would have to know the exact use to give that level of detail. Additionally, he explained that the findings only need to prove that there are enough services for the potential uses within the zone and that there is sufficient capacity in the City's system to accommodate those uses.

Mayor Widmyer called for public comments related to this item, and hearing none, public testimony was closed.

MOTION: Motion by Gookin, seconded by Evans to approve to approve the requested annexation and zoning from County Industrial to City C-17 by the City of Coeur d'Alene; 9.33 acre portion of the former BNSF railroad property near Hwy 95 & extending to the Hubbard Street right-of-way and to direct staff to prepare the findings.

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

PUBLIC COMMENTS:

Karen Hansen, Coeur d'Alene, explained that she and her mom own property in the Fort Ground neighborhood. They have an alley behind their houses which has been historically utilized for garbage pickup and access to their garages. The property behind the homes used to be owned by Robin Hood RV Park, and then was sold to NIC. The title company failed to note the 7 feet of alley designated for the abutting property owners. So, the alley is now only 7 feet wide and they cannot access the garage nor can it be used by the garbage truck. The BLM property touches the NIC property and she requested that the City conduct a survey to ensure their access remains. Mayor Widmyer requested staff to research the BLM acquisition to see if a survey has or will be done.

Holly Hansen, Coeur d'Alene, requested a survey of BLM land to ensure the alley access remains. She questioned whose responsibility it was to maintain and make sure there is an easement for every alley that is in use. Mr. Wilson explained that currently developments are required to ensure adequate access to all the sites. Additionally, the City does not require private parties to give property, so they may need to negotiate a sale from NIC.

Russ Hersrud, Coeur d'Alene, asked if the Council has been discussing climate change. He offered to provide a 20-minute presentation regarding climate change education and how to mitigate it. Mayor Widmyer stated that he would talk to Mr. Hersrud outside of a meeting.

ADJOURNMENT: Motion by Gookin, seconded by McEvers that there being no other business this meeting be adjourned. **Motion Carried.**

The meeting adjourned at 7:34 p.m.

ATTEST:


Steve Widmyer, Mayor

Renata McLeod, City Clerk

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 27, 2015
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-15-3, Vacation of a portion of excess E. Sherman Avenue right-of-way adjoining the northerly boundary of Lots 1 and 2, Block A of the Boughton and Kelso Addition Plat.**



DECISION POINT

The applicant, Tombstone Investments, LLC, is requesting the vacation of a portion of excess right-of-way that adjoins the northerly boundary of their property on the south side of the 8th Street & Sherman Avenue intersection (728 E. Sherman Avenue).

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Boughton and Kelso Addition Plat on April 15, 1903.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 382 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS

The existing Sherman Avenue right-of-way fronting these parcels is wider than the adjoining lots and thus is not needed (see attached). Therefore, the vacation of this portion of right-of-way adjoining these parcels would not impact the City and would be a benefit to property owner.

RECOMMENDATION

Staff recommends to the Public Works Committee 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 September 1, 2015.

SHERMAN AVENUE

EXISTING SIDEWALK

CALCULATED POINT
NOTHING FOUND OR SET

S88° 08' 22"E 86.50'

CALCULATED POINT
NOTHING FOUND OR SET

VACATED RIGHT OF WAY
382 sf

1/2" REBAR WITH YELLOW
PLASTIC CAP MARKED PLS 4182

CITY CONCRETE MONUMENT

N89° 54' 44"W 86.46'

VACATION
REQUEST

PARCEL #
C-1080-00A-001-A

LOT 1

LOT 2

LOT 3

N0° 04' 48"E 105.00'

S0° 06' 10"W 105.00'

EXISTING
BUILDING

EXISTING ASPHALT
DRIVE AND PARKING

EXISTING
BUILDING

EXISTING FENCE

1/2" REBAR WITH YELLOW
PLASTIC CAP MARKED PLS 4182

N89° 54' 44"W 86.50'

TEL POLE

1/2" REBAR WITH YELLOW
PLASTIC CAP MARKED PLS 4182

15' ALLEY
PER PLAT

PP

BLOCK A
BOUGHTON & KELSO ADDITION
(BOOK A, PAGE 115)

Line Table

Line #	Length	Direction
L1	5.76	N0°06'10"E
L2	3.09	S0°04'48"W



SCALE: 1" = 20'



3909 N. SCHREIBER WAY, STE. 4
COEUR D'ALENE, IDAHO 83815
PHONE: 208-676-0230
WWW.LAKECITYENGINEERING.COM

VACATION EXHIBIT

SHERMAN AVENUE at 8th STREET
SEC. 13, T50N, R4W, B.M., CITY CDA, K.C., ID

DESIGNED BY: DCD
 DRAFTED BY: SMA
 SCALE: 1" = 20'
 DATE: 05/14/2015
 JOB NO: LCE 14-104
 FILE: 14-104-VAC R-WXBT.dwg

728 Sherman Right-of-Way



PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: July 27, 2015 DJ
FROM: Dennis J. Grant, Engineering Project Manager
SUBJECT: **V-15-5, Vacation of a portion of excess Government Way right-of-way adjoining the westerly boundary of Lot 1, Block 1 of the Government Way Commercial Park Plat.**

DECISION POINT

The applicant, Idaho Central Credit Union (ICCU), is requesting the vacation of a portion of excess right-of-way that adjoins the westerly boundary of their property on the northeast corner of Government Way and Walnut Avenue.

HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in the late 1800's.

FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 2,523 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue, and, to the land owner whose lots adjoin the strip of usable property.

PERFORMANCE ANALYSIS

The existing Government Way right-of-way is approximately 115 feet wide. The roadway was rebuilt to its current and ultimate configuration in 1994. The existing five (5) lane street section with bike lanes and sidewalk are fully situated within the existing right-of-way. Although the roadway is within the right-of-way, it is not centered and there is a greater portion of excess right-of-way on the east half of the road than the west half, thus the ability to "vacate" right-of-way on the east.

The ICCU has requested a vacation of right-of-way that amounts to fourteen feet (14'), and, that area currently contains the site's drainage swale and business sign. Vacation of the right-of-way would place the swale and sign entirely on the subject property. Future expansion of Government Way is not likely due to the controlling factors of the existing businesses along the road, the fact that the I-90 Bridge would have to be reconstructed (unlikely), and that right-of-way costs to the north of Ironwood Drive would be cost prohibitive. Therefore, vacation of the portion of right-of-way adjoining the ICCU site would not impact the City and would be a benefit to a recently relocated financial institution that will benefit greatly from it.


RECOMMENDATION

Staff recommends to the Public Works Committee 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 September 1, 2015.

1410 Gov't Way Right-of-Way



**CITY COUNCIL
STAFF REPORT**

DATE: August 4, 2015
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Mill River 5th Addition: Final Plat Approval

DECISION POINT

Staff is requesting the following:

1. Approval of the final plat document, a five lot (5) lot residential development.

HISTORY

- a. Applicant: RYEIG, LLP
3201 Huetter Road
Coeur d'Alene, ID 83814
- b. Location: At the junction of the south end of Huetter Road at Maplewood Ave., south of Seltice Way.
- c. Previous Action:
 1. Preliminary plat approval by the CdA Planning Commission – Nov. 2014.

FINANCIAL ANALYSIS

The infrastructure main lines and roadways were existing for this development, therefore, there are no agreements or financial security required.

PERFORMANCE ANALYSIS

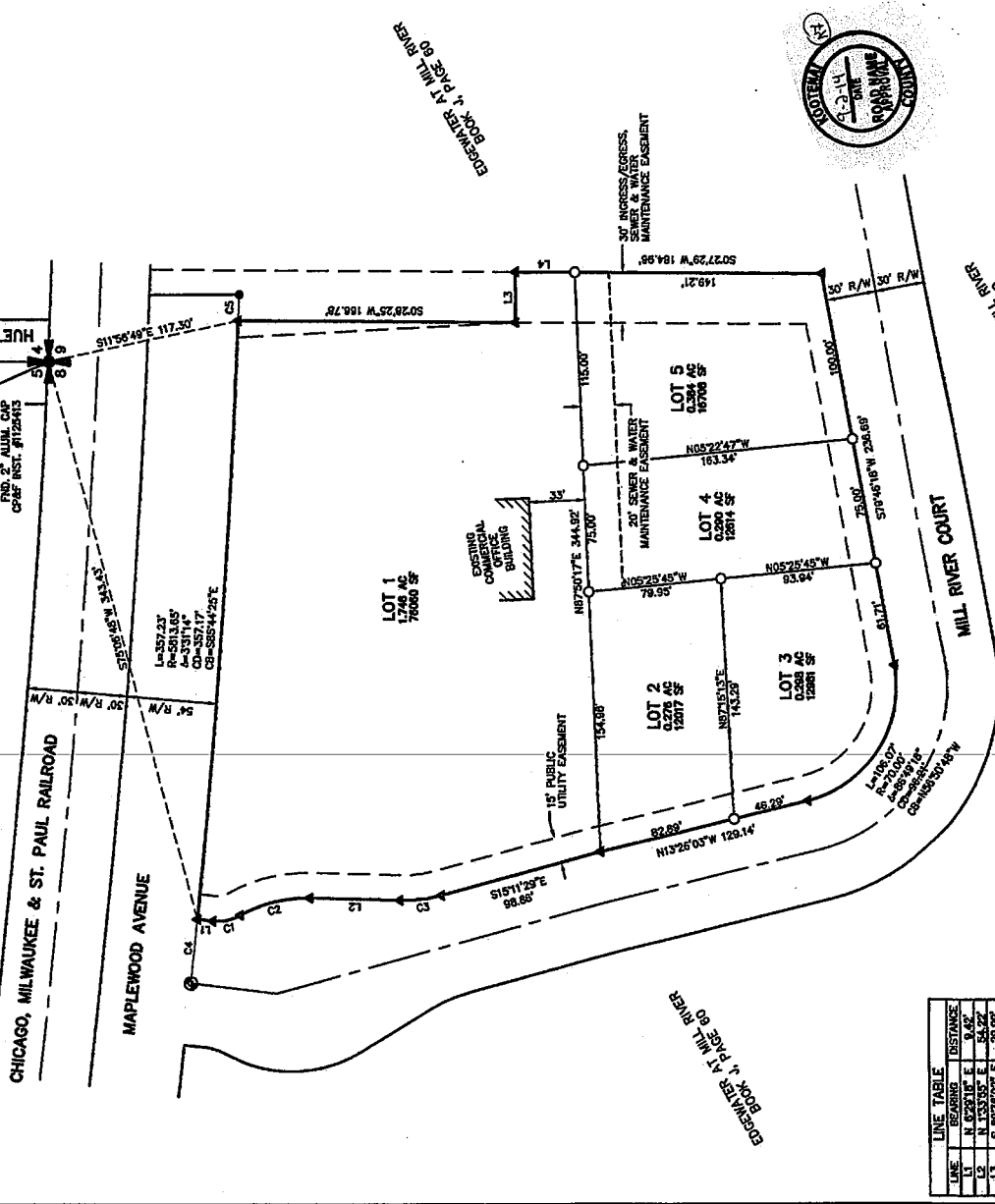
Service laterals were installed to the lots, and, a secondary fire access was installed to meet the requirements of the City Fire Department which satisfied all of the conditions placed on the approval at the preliminary development stage. The final plat has been approved by all affected departments and is now ready for approval and recordation.

DECISION POINT RECOMMENDATION

1. Approve the final plat document.

MILL RIVER FIFTH ADDITION

A REPLAT OF LOT 35, BLOCK 1 OF EDGEWATER AT MILL RIVER
SECTION 8 AND 9, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN
CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO



ACREAGE

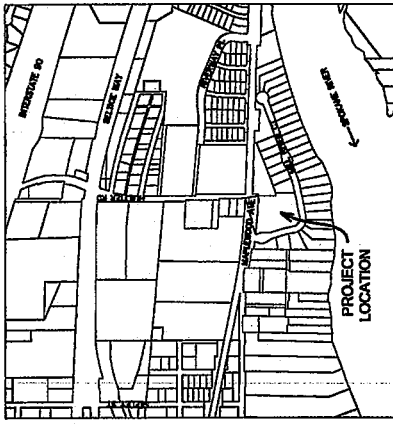
TOTAL AREA: 2.993 AC (130381 SF)
EASEMENT AREA: 0.454 AC (19786 SF)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	17.43'	28.07'	36.96°	17.18'	N 113°23' W
C2	30.02'	50.07'	36.96°	29.60'	N 83°10' W
C3	30.30'	50.33'	36.96°	29.88'	S 83°22' E
C4	30.30'	50.33'	36.96°	29.88'	S 83°22' E
C5	18.91'	30.33'	36.96°	18.61'	S 87°24' E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 129°14' S	129.14'
L2	S 0°27'29" E	33.75'
L3	S 0°27'29" E	33.75'
L4	S 0°27'29" E	33.75'
L5	S 0°27'29" E	33.75'



REFERENCES

- (P1) RECORD INFORMATION PER PLAT OF BOOK X, PAGE XXX, KOOTENAI COUNTY RECORDS.
- (R1) RECORD INFORMATION PER RECORD OF SURVEY BY BOOK X, PAGE XXX, KOOTENAI COUNTY RECORDS.
- (D1) RECORD INFORMATION PER DEED, INSTRUMENT NO. XXXXXXXX, KOOTENAI COUNTY RECORDS.

LEGEND

- ▲ FOUND 1/2" IRON ROD W/ CAP MARKED PLS 4182
- FOUND 5/8" IRON ROD W/ 2" ALUM. CAP MARKED PLS 4182
- FOUND 5/8" IRON ROD W/ CAP MARKED PLS 4182
- SET 5/8" REBAR W/ CAP MARKED PLS _____
- BOUNDARY LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- SECTION LINE

NOTE

THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY, THE EASEMENTS WHICH ARE ASSUMED TO BE SHOWN AND ALL EASEMENTS WHICH ARE ASSUMED TO BE SHOWN AS TO ROADS AND FENCES WHICH ARE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

BASIS OF BEARING

X 00°00'00" X ALONG THE XXXXXXXX
XXX
XXX

SURVEYOR'S CERTIFICATE

I, XXX X, XXX, PLS NO. XXXX, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME OR UNDER MY DIRECT SUPERVISION IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.



ROBERT ZABEL & ASSOCIATES, INC.
PLANNERS
RUBEN-ZEACER & ASSOCIATES, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
3341 N. HARTER DR., STE. #100
COEUR D'ALENE, IDAHO 83814 (208)262-0820
SAWPOWET, IDAHO 83847 (208)263-4629
DRAWN BY: SWM PROJECT NO. P091039 DRAWING NO. SV_P01496 1 OF 2

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Kathy Lewis / 6/16/15
Department Name / Employee Name / Date

Request made by: Judith Bailey
Name / Phone
44 Rushingwind Irvine CA 92614
Address

The request is for: / / Repurchase of Lot(s)
/ / Transfer of Lot(s) from Gary & Natalie Bailey to Douglas Bailey

Niche(s): _____
Lot(s): 23, _____, _____, _____, _____, _____ Block: 03 Section: N

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

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

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

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

Title transfer fee (\$ 40.00) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 848303

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonnie Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

Gary & Natalie Bailey

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

[Signature] / 7/23/15
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

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

Person making request is authorized to execute the claim: [Signature] / 7-22-15
Attorney Init. / Date

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

City Clerk's Signature / Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

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

Cemetery Supervisor's Signature / Date

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

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services Kathy Lewis 6/23/15
Department Name / Employee Name / Date

Request made by: Flammia & Solomon Attys 208 467-3561
Name / Phone
PO Box 1117 Coeur d'Alene ID 83816
Address

The request is for: / / Repurchase of Lot(s)
 / Transfer of Lot(s) from Mary Jo Mitten to Ann Solomon

Niche(s): _____
Lot(s): 30, 40, 50, _____, _____, _____. Block: A Section: Riverview

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

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

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

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

Title transfer fee (\$ 40.00) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: 848304

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Vonne Jensen
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

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

[Signature] 7/23/15
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No.
- Person making request is authorized to execute the claim: [Signature] 7-22-15
Attorney Init. / Date

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

City Clerk's Signature / Date

COUNCIL ACTION

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

CEMETERY SUPERVISOR shall complete the following:

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

Cemetery Supervisor's Signature / Date

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

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

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

[Office Use Only] Amt Pd \$31.25 Transfer
 Rec No 850174
 Date 07-21-15
 Date to City Council: 8-7-15
 Reg No. _____
 License No. _____
 Rv _____

Date that you would like to begin alcohol service _____

Check the ONE box that applies:

<input type="checkbox"/>	Beer only (canned and bottled) not consumed on premise	\$ 50.00 per year
<input checked="" type="checkbox"/>	Beer and Wine (canned and bottled) not consumed on premise	\$250.00 per year
<input type="checkbox"/>	Beer only (canned and bottled only) consumed on premise	\$100.00 per year
<input type="checkbox"/>	Beer and Wine (canned and bottled only) consumed on premise	\$300.00 per year
<input type="checkbox"/>	Beer only (draft, canned, and bottled) consumed on premise	\$200.00 per year
<input type="checkbox"/>	Beer and Wine (Draft, canned, and bottled) consumed on premise	\$400.00 per year
<input type="checkbox"/>	Beer, Wine, and Liquor (number issued limited by State of Id)	\$762.50 per year
Check one box below		
<input checked="" type="checkbox"/>	Transfer of ownership of a City license from <u>Peterson's Family Foods</u> to <u>Avanico 3 Inc dba Peterson's</u> with current year paid For fee add the following : Beer-to go only \$6.25 Beer- Can, Bottled only Consumed on premise \$12.50 Beer- Draft, can, bottled COP \$25 Wine additional \$25 Liquor \$25	Total \$ <u>25</u> <u>6.25</u> <u>\$31.25</u>
<input type="checkbox"/>	New Application	

Name of Applicant	AVANICO 3 INC.
Name of business where alcohol will be served	PETERSON FAMILY FOODS
Business Physical Address	1211 E. SHERMAN AVE COEURD'ALENE ID 83814
Business Mailing Address	1211 E. SHERMAN AVE COEURD'ALENE, ID 83814
Business Contact	Business Telephone : 208-664-9994 Fax: Email address: SIDHU2@ME.COM
If Corporation, partnership, LLC etc. List all members/officers	SUKHJINDER SIDHU

RESOLUTION NO. 15-036

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 A LEASE AGREEMENT WITH FATBEAM, LLC FOR DARK FIBER BETWEEN CITY HALL AND THE POLICE DEPARTMENT; APPROVING A MUTUAL ASSISTANCE COMPACT WITH THE CITY OF POST FALLS; APPROVING A MEMORANDUM OF AGREEMENT WITH RYEIG, LLP, MILL RIVER 5TH ADDITION, SETTING FORTH THE PLANNED UNIT DEVELOPMENT PUD-4-04M2.

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

- A) Approving a Lease Agreement with Fatbeam, LLC for dark fiber between City Hall and the Police Department;
- B) Approving a Mutual Assistance Compact with the City of Post Falls;
- C) Approving a Memorandum of Agreement with Ryeig, LLP, Mill River 5th Addition, setting forth the Planned Unit Development PUD-4-04M2;

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 C" 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 4th day of August, 2015.

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 _____.

**GENERAL SERVICES_COMMITTEE
STAFF REPORT**

DATE: Monday July 27th, 2015
FROM: Kirk Johnson – Information Systems Division
SUBJECT: **Fatbeam Redundant Fiber Optic Cable Installation and Lease Agreement**

DECISION POINT:

Approval of the Fiber Optic Cable Installation and Lease Agreement with Fatbeam, LLC. This agreement would provide a redundant fiber connection between City Hall and the Police Department at 3818 N Schreiber Way. A redundant connection is needed to prevent interruptions to service in the event that our own fiber is disrupted.

HISTORY:

Police, Water, Wastewater, Streets and Fire departments rely on high speed, reliable network connections to provide the best possible service to the citizens of Coeur d Alene. It is vital to successful record keeping, reporting, and information exchange. The City had a much slower redundant connection that was eliminated when we terminated service with XO Communications.

Information Systems expected to acquire a faster redundant connection once our old service agreements with XO ended.

Fatbeam provides similar leased fiber segments to Fire Station 3 and Police Station 2.

FINANCIAL ANALYSIS:

Fatbeam, LLC was the only respondent to requests for quotes for this service.

The proposed lease has a monthly reoccurring cost of \$500, and a one-time installation fee of \$995, on a five year term.

Our previous redundant connection was \$396 per month, and only provided ~1/1000th of the bandwidth we can get with dark fiber.

The increased monthly reoccurring costs for this service will be covered by savings in the Municipal Services communications budget. These savings were realized when we recently changed phone service providers.

PERFORMANCE ANALYSIS:

Fiber is the only available connection method that will provide the reliability and bandwidth needed for day to day use by departments on the Cities network. Disruption to our own fiber could take days to completely repair, and during that time we would not have reliable phone, data, or email service for the offices at our northern campus.

DECISION POINT/RECOMMENDATION:

Approve the Fiber Optic Cable Installation and Lease Agreement with Fatbeam for the redundant connection between City Hall and our Police Department.



Prepared by: Robert Scully
Sr. Account Executive
Fatbeam, LLC
2065 W. Riverstone Dr.
Suite 105
Coeur d'alene, ID 83814
P 208.777.5595
robert@fatbeam.com

Price Quote

	<u>Location(s)</u>	<u>Demarc Type</u>
Location A:	City Hall Data Room 710 E. Mullan Ave. Coeur d'Alene, ID 83814	Telecom Room
Location Z:	CDA Police Department Data Room 3818 N. Schreiber Way Coeur d'Alene, ID 83814	Fiber Cross Connect

Service	Term (Months)	NRC	MRC
Dark Fiber (2 strands)	60	\$995	\$500

Notes:

- Quote is valid for 60 days from the date of quote
- Estimated Installation Timeframe – 90-120 Days
- Third Party Charges and applicable taxes are not included in proposal pricing unless specifically stated
- This price quote is not a binding order for services. Customer and Fatbeam must execute a standard Lease Agreement for services, a copy of which will be provided upon request.
- If a generic demarcation point (i.e. a street address) is given the Demarcation Point used for the quote shall be Fatbeam's minimum point of entry for the given generic demarcation point. Additional charges may apply for demarcation points requiring special construction past the minimum point of entry.

Date: June 19, 2015

www.fatbeam.com

Fiber Optic Cable Installation and Lease Agreement

60 Months

This fiber optic cable lease agreement ("the Agreement") is made and entered into _____ (the "Effective Date") between Fatbeam, LLC, Inc., with its principal offices located 2065 W. Riverstone Drive Suite 105 Coeur d'Alene, ID 83814 (hereinafter known as "Fatbeam") and City of Coeur d'Alene, Idaho with its principal offices located at 710 E. Mullan Avenue Coeur d'Alene, ID 83814 (hereinafter called "Customer") and collectively called "Parties."

RECITALS

WHEREAS, Customer wishes to lease dark fiber from Fatbeam; and

WHEREAS, Fatbeam is willing to install and provide dark fiber optic communications technology to Customer;

NOW, THEREFORE, in consideration of the mutual covenants in this Contract and other just and adequate considerations, the Parties, their successors, and assigns do hereby agree as follows:

Article 1 SCOPE OF AGREEMENT

1.1 This Contract is for the installation of the Dark Fiber service to the facilities identified herein, and for the Lease of such Dark Fiber for the Term. The Term shall begin post installation and upon customer acceptance of fibers.

1.2 Fatbeam agrees to install and Lease to Customer, and Customer agrees to Lease from Fatbeam, two (2) strands of single-mode fiber optic cable together with appurtenant hardware and telecommunications equipment (collectively, the "Dark Fiber") to provide fiber optic connectivity to and between the following locations:

Coeur d'Alene City Hall Data Room, 710 E. Mullan Avenue Coeur d'Alene, ID 83814
Coeur d'Alene Police Department Data Room, 3818 N. Schreiber Way Coeur d'Alene, ID 83814

(individually a "facility" and collectively, the "facilities").

Article 2 INSTALLATION, MAINTENANCE AND ACCEPTANCE

2.1 **Demarcation Points.** As used in this Agreement, "Demarcation Points" shall be defined as the connection points between the Fatbeam-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment ("Demarcation Points"), generally a fiber distribution panel located within a secure communications equipment room within the facility. The Parties prior to construction shall mutually agree upon the specific location of the Demarcation Points within the facility identified in Section 1.1 above.

2.2 **Installation and Fee.** Except for such specialized construction as defined in Section 2.4 below, Fatbeam shall provide all labor, materials and equipment required to install the Dark Fiber between the Demarcation Points described in Section 2.1. Installation shall be performed on a mutually agreed-upon schedule. This installation will include a fiber optic patch panel at the Customer facility. For the installation services described herein, the Customer shall pay a one-time installation fee of nine-hundred and ninety-five dollars (\$995.00).

2.3 **Payment for Installation.** Customer agrees to pay the Installation Cost described in 2.2 based on the following schedule:

One hundred percent (100%) of the Installation Cost will be due and payable upon completion of the installation

2.4 **Customer Responsibilities.** Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, fiber optic cable, and other peripheral equipment required by Customer to interconnect with the Dark Fiber and with other fiber and/or copper telecommunications cable located on Customer's side of the Demarcation Points at the Customer facility. In addition, the Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required on the Customer's property including, but not limited to, the installation of new conduit or core drilling. The Customer shall also be solely responsible for obtaining all rights-of-way from Customer's property line to the Demarcation Point.

2.5 **Maintenance of Service.** As part of the services provided under this Agreement, Fatbeam shall provide all maintenance services on Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment not located on Customer's property, as well as routine scheduled maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment located on Customer's property on Fatbeam's side of the Demarcation Points, at no cost to Customer. It should be noted that Dark Fiber is an un-monitored service. In the case of a fiber cut, or any event-requiring repair Fatbeam shall respond within 4 hours of the initial notification of the service outage. Furthermore as an un-monitored service Fatbeam wishes to work with the Customer once the fiber is lit and request certain access to alarms such that Fatbeam's Network Operations Center be notified and properly record such events. All other maintenance of Fatbeam-owned Dark Fiber and other Fatbeam-owned peripheral equipment (i.e., repairs required due to cable cuts, fires, or other acts of third parties or Force Majeure events) located on Customer's property on Fatbeam's side of the Demarcation Points shall be provided by Fatbeam to Customer at the rates set forth in Section 5.4 below. In the event Fatbeam is required to respond to a perceived or actual interruption of Customer's service and it is determined that the interruption was the result of Customer's actions and/or equipment and not attributed to the failure of Fatbeam's services, Fatbeam reserves the right to charge the Customer for said maintenance services at the rates set forth in Section 5.4 below.

2.7 **Fiber Acceptance Procedures.** Prior to commencement of the Term of this Agreement as defined in Article 4, below, Fatbeam shall perform a light meter test of the Dark Fiber circuit to verify that circuit performance to and between the Locations identified in Article 1.2 above is within industry specifications for calculated loss budget ("Fiber Acceptance Testing") and shall, upon receipt of Customer's written request therefore, promptly provide Customer with a certified report of such test results. If Fatbeam provides the test results to Customer, Customer shall provide Fatbeam with a written notice accepting (or rejecting by specifying the defect or failure in the Fiber Acceptance Testing that is the basis for such rejection) the Dark Fiber. If the Customer fails to notify Fatbeam of its acceptance or rejection of the final test results with respect to the Dark Fiber within three (3) days after Customer's receipt of such notice, Customer shall be deemed to have accepted the Dark Fiber. The date of such notice of acceptance (or deemed acceptance) of the Dark Fiber shall be the "Acceptance Date" for the Dark Fiber. In the event of any good faith rejection by Customer, Fatbeam shall take such action reasonably necessary and as expeditiously as practicable to correct or cure such defect or failure.

Article 3 LEASE

3.1 Fatbeam agrees to exclusively Lease to Customer, and Customer agrees to exclusively Lease from Fatbeam, the Dark Fiber between the Demarcation Points identified in Sections 1.1 and 2.1, for the Initial Term specified below and for any extensions thereof (collectively, the "Term") and in accordance with the other terms and conditions stated in this Agreement.

Article 4
LEASE TERM

4.1 The initial non-cancelable term of this Lease shall commence upon completion of the installation, and shall remain in effect for a period of 60 Months (the "Initial Term"). Thereafter, this Lease shall automatically be extended for a single, additional 60 Month extensions (the "Renewal Term") at the then-current Fatbeam rates, unless Customer gives Fatbeam written notice of Customer's election to terminate the Lease at the end of the Initial Term, which notice must be delivered to Fatbeam not less than ninety (90) days prior to the expiration of the Initial Term. If both parties wish to continue the lease of the Dark Fiber following the expiration of the Renewal Term, Customer agrees to notify Fatbeam of its desire to continue to lease the Dark Fiber, and the Parties agree to thereafter conduct good faith negotiations to develop a new Lease Agreement to replace this Agreement. During any negotiations between the Parties, the Lease Payment shall remain unchanged; provided, however, in the event such a new Lease Agreement is not agreed to and signed within fifteen days before the expiration of the Term, Customer's lease of the Dark Fiber shall end upon the expiration of the Term.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER MAY TERMINATE THIS LEASE WITHOUT ANY PENALTY, COST OR LIMITATION SHOULD CUSTOMER'S CITY COUNCIL FAIL TO APPROPRIATE FUNDS SPECIFICALLY FOR THIS LEASE IN ANY ANNUAL BUDGET DURING THE TERM OF THIS LEASE AGREEMENT. SHOULD CUSTOMER FAIL TO APPROPRIATE FUNDS, CUSTOMER WILL PROVIDE FATBEAM SIXTY DAYS WRITTEN NOTICE AT THE ADDRESS CONTAINED HEREIN PRIOR TO TERMINATING THIS LEASE AGREEMENT. NOTICE WILL BE DEEMED RECEIVED BY FATBEAM FIVE BUSINESS DAYS AFTER THE NOTICE OF TERMINATION HAS BEEN DEPOSITED IN THE UNITED STATES MAIL, POSTAGE PREPAID, OR UPON ACTUAL DELIVERY TO FATBEAM, WHICHEVER OCCURS FIRST. FOLLOWING NOTIFICATION, CUSTOMER WILL PAY FATBEAM ALL AMOUNTS DUE AND OWING FOR SERVICES RENDERED UP TO THE TERMINATION DATE.

IN THE EVENT CUSTOMER TERMINATES SERVICE DUE TO NON-APPROPRIATION OF FUNDS, CUSTOMER AGREES TO NOT PURCHASE, LEASE, RENT, OR OTHERWISE ACQUIRE OR CONTRACT FOR SERVICES TO PERFORM THE SAME FUNCTIONS AS, OR FUNCTIONS TAKING THE PLACE OF, THOSE PERFORMED BY FATBEAM FOR A PERIOD OF 12 MONTHS. FATBEAM AND CUSTOMER AGREE TO WORK TOGETHER TO AVOID A NON-APPROPRIATION OF FUNDS EVENT

Article 5
LEASE PAYMENT AND OTHER CHARGES

5.1 In consideration for the Dark Fiber to be provided by Fatbeam pursuant to this Agreement, Customer agrees to make monthly lease payments ("Lease Payments") to Fatbeam. It is agreed that Customer's obligation to pay Lease Payments shall begin on the first day of the month following the installation and continue until the end of the Term. Customer understands that the Initial Term of this Lease is non-cancelable, and, therefore, Customer's obligations for Lease Payments continue through the entire Initial Term, regardless of Customer's actual usage of the Dark Fiber. The amount of each Lease Payment shall be in accordance with the schedule set forth in Section 5.2 below.

5.2 The Lease Payment obligation, due on the first day of each month, shall be five hundred dollars (\$500.00), excluding applicable sales and use tax, for the 60 month Initial Term and, if extended beyond the Initial Term in accordance with Section 4.1, for the Renewal Term.

5.3 **Taxes.** In addition to the Lease Payments and other charges pursuant to Article 5 due under this Agreement, Customer shall pay amounts equal to its share of any taxes, duties, and impositions resulting from this Agreement for any activities hereunder, exclusive of taxes based upon Fatbeam's net income.

5.4 Lease Payments, and any other payments shall be mailed or delivered to the following billing address:

Mailing Address (for payment purposes only):

Fatbeam, LLC
2065 W. Riverstone Drive Suite 105
Coeur d'Alene, ID 83814

5.5 **Maintenance Charges.** Charges for maintenance work performed by Fatbeam personnel during the Term that is billable to Customer under Section 2.5, shall be billed to Customer at the following per person rates:

	<u>Normal Business Hours</u> <u>(8 am to 5 pm M-F PST)</u>	<u>Non-Business Hours</u>
Minimum call out charge (1 st hour, each mobilization)	\$250.00 /hr	\$ 300.00 /hr
Additional hours	\$ 150.00 /hr	\$ 200.00 /hr

In addition, Fatbeam will charge, and Customer agrees to pay, for all of Fatbeam's out of pocket costs for any subcontractor support and material required for any maintenance work that is billable to Customer under Section 2.5. Prior to commencing billable maintenance work, Fatbeam will make a good faith attempt to obtain Customer approval to the estimated maintenance cost.

Article 6 **LEASE STATUS**

6.1 The Parties intend that this Agreement shall operate as a "lease", as defined by Idaho law. Fatbeam's Dark Fiber shall not be construed to result in the transfer of title to any part of the Dark Fiber to Customer or in the creation of a "security interest" within the meaning of Idaho law. Customer disclaims any interest it may claim in the materials, equipment, fiber optic cable and all personal property installed by Fatbeam between the Demarcation Points as a fixture. Any materials, equipment, fiber optic cable and other personal property shall remain Fatbeam's personal property even though it is installed to the real property of the Customer. Customer acknowledges that it has no option to purchase any part of the materials, equipment, fiber optic cable and other personal property of Fatbeam installed between the Demarcation Points. Customer shall keep Fatbeam's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer. If Customer fails to pay, or bring appropriate challenge to, the above-mentioned taxes, assessments, or other fees, and such failure results in the imposition of a lien or encumbrance on the Dark Fiber or an assessment directly against Fatbeam, Fatbeam shall have the right to pay the same and charge the amount thereof to Customer, who shall pay the same upon demand. This right is in addition to any other right provided to Fatbeam herein to remedy a breach of this Agreement.

Article 7 **OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

7.1 Moves, adds, and changes of, to, and affecting the Dark Fiber, which are requested by Customer, shall be provided by Fatbeam at the then-current time and material rates, with payment terms of 50% due upon Customer approval of cost estimate, and the balance is payable upon completion of the work.

7.2 Customer agrees to assume full and complete control, responsibility, and liability for the content and signals transmitted through the Dark Fiber by its employees, customers, agents, and invitees, and Customer further assumes all liability from any third party claims, suits, or disputes over the such content and signals.

7.3 Fatbeam and Customer agree that the Fatbeam Dark Fiber shall not be used in a manner that could be construed as a violation of this Agreement, or any laws, regulations, orders, and/or rules of any governmental authority having jurisdiction. Customer and Fatbeam agree to take all reasonable actions as may be appropriate to comply with all laws, regulations, orders and/or rules, that may be applicable to them jointly or severally by reason of the transactions contemplated in this Agreement.

Article 8 FORCE MAJEURE

8.1 In the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, and civil commotion, domestic or foreign governmental acts, orders, or regulations, inability to obtain facilities or supplies, or if Customer or Fatbeam is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of Fatbeam to provide services and/or the obligation of the Customer to accept and pay for services hereunder shall be suspended during the period of such disability.

Article 9 LIMITATION OF LIABILITY AND DISCLAIMER

9.1 FATBEAM MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED REGARDING THE DARK FIBER, SERVICES OR SYSTEM EQUIPMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of the Customer's system equipment or services shall relieve the Customer of the obligation to pay any charges hereunder or perform any other obligations under this Agreement.

9.2 Customer's sole and exclusive remedies for breach or non-performance of this Agreement, by Fatbeam shall be, at Fatbeam's election, re-performance and/or repair or replacement by Fatbeam of any defective services, or of any defective Dark Fiber or equipment provided in connection with the services, or the refund of any compensation actually paid to Fatbeam by the Customer during the period of such breach or non-performance. Fatbeam will in no event be liable for consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Dark Fiber, services or equipment. In no event shall Fatbeam be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Dark Fiber, services or equipment. Fatbeam's liability to the Customer, for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to Fatbeam under this Agreement.

9.3 It is expressly understood that Fatbeam's Dark Fiber may be routed through various city, county, state and/or other third party road rights-of-way and under franchise with city, county, state and/or other third parties, and that these parties shall be made a third-party beneficiary of the limitations of liability stated in Article 9.2 above.

Article 10
DEFAULT AND REMEDIES

10.1 Any of the following shall constitute an event of default: (a) Customer fails to pay any Lease Payment or any other amount owed to Fatbeam within thirty (30) days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with Fatbeam and fails to cure such breach within thirty (30) days after written notice; (c) any representation or warranty made by Customer hereunder or in any other instrument provided to Fatbeam by Customer proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (e) Customer becomes insolvent or fails generally to pay its debts as they become due; (f) Customer voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Fatbeam fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails to cure such breach within thirty (30) days after written notice.

10.2 In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all Lease payments and other amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Idaho law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

Article 11
MISCELLANEOUS

11.1 Assignment. Nether party may assign or sublease this Agreement or any interest, payment, or rights hereunder without the prior written consent of the other party, provided that Fatbeam may assign this Agreement without consent to a parent, affiliate, or subsidiary, or to a successor in interest which acquires the stock or assets of Fatbeam.

11.2 Prohibited Employment: The parties shall prohibit any individual from working at the facility if such individual has pled guilty to or been convicted of any felony crime involving the physical neglect of a child, the physical injury or death of a child, sexual exploitation of a child, sexual offenses where a minor is the victim, promoting prostitution of a minor child or violation of similar laws. Any failure to comply with this section shall be grounds for immediate termination of this Agreement.

11.3 Indemnification and Hold Harmless. Each party to this Agreement is responsible for its own acts and omissions and the acts or omissions of its officers, employees, and agents. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against any claim, demand, suit, or cause of action (hereinafter called "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the parties based on actual or alleged concurrent or shared fault of the parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a Party in successfully enforcing the indemnification provisions of this paragraph shall be paid to the Party against whom the provision was enforced.

11.4 Insurance. During the term of this Agreement, Fatbeam shall maintain in force at its own expense, the following insurance:

Worker's Compensation Insurance in compliance with Idaho state law.

General Liability Insurance (or general liability coverage through membership in a self-insured risk management pool), on an occurrence basis, with a combined single limit of not less than \$ 1,000,000 each occurrence and \$ 2,000,000 aggregate for bodily injury and property damage. Such coverage shall include premises and operations, independent contractors, products and completed operations, personal injury and property damage liability, and contractual liability coverage for the indemnity obligations provided for under this Agreement.

There shall be no cancellation, material change, or reduction of limits or intent not to renew such coverage(s) without thirty (30) days' written notice to the Customer.

[Remainder of page intentionally blank – Signature pages next]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Fatbeam, LLC

City of Coeur d'Alene, Idaho:

By: Robert S. Scully
(Authorized Signature)

By: _____
(Authorized Signature)

Robert S. Scully
(Printed Name)

Steve Widymmer
(Printed Name)

Sr. Account Executive
(Title)

Mayor
(Title)

June 22, 2015
(Date)

(Date)

ATTEST:

Renata McLeod, City Clerk

CITY COUNCIL
STAFF REPORT

DATE: July 21, 2015

FROM: Lee White, Chief of Police

SUBJECT: Request to renew Mutual Assistance Compact with the Post Falls Police Department

Decision Point: The Police Department requests authorization to renew the Mutual Assistance Compact with the Post Falls Police Department and the City of Post Falls, Idaho.

History: This agreement has been in place between the City of Coeur d'Alene and the City of Post Falls for several years. This updated Mutual Assistance Compact simply updates the names of the Mayor and Police Chief for both cities and gives both current City Councils the opportunity to review and approve the current agreements.

Financial Analysis: There is no financial impact to entering into this agreement; however, there may be a financial impact if a large scale emergency takes place and emergency services are rendered.

Performance Analysis: The Coeur d'Alene Police Department and the Post Falls Police Department have a long- standing professional relationship and this agreement allows our respective police departments to continue to work together in times of crisis.

Decision Point: The Police Department requests authorization to renew the Mutual Assistance Compact (attached) with the Post Falls Police Department and the City of Post Falls, Idaho.

MUTUAL ASSISTANCE COMPACT

AGREEMENT entered into between city of Post Falls and the city of Coeur d'Alene, both being political subdivisions of, or within, the state of Idaho, and each of the above entities' law enforcement departments, herein referred to as "party or parties."

WHEREAS, each of the parties hereto have an interest in law enforcement, protection, and control, and

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control, and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or event, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

WHEREAS, each of the parties have sufficient equipment and personnel to enable it to provide such assisting services to another party under this Agreement based upon an emergency, catastrophe, situation or event; and

WHEREAS, each of the parties has the jurisdiction to enforcement state laws and city ordinances and codes within their own jurisdiction, unless acting pursuant to a Mutual Assistance Compact pursuant to Idaho Code Section 67-2337(4); and

WHEREAS, the geographical boundaries of each of the parties are located in such a manner as to enable the parties to render mutual assistance to each other.

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code Section 67-2337(4) as follows:

1. DURATION OF AGREEMENT: This Agreement shall not be effective until it is approved by the city council of each party. It shall continue in full force and effect until any party terminates this Agreement by thirty (30) days written notice to the other party.

2. PURPOSE-MUTUAL AID ASSISTANCE: The purpose of this Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide as much assistance as it can based on its sole determination of its available resources to provide the requested assistance. All parties agree that it is not the purpose of this Agreement to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.

3. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this Agreement except by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this Agreement for another party. Each party shall independently budget for expected expenses under this Agreement.

4. REQUEST FOR ASSISTANCE: Any request for mutual aid assistance under this Agreement shall be made to the highest ranking official present of the party from whom assistance is requested at the time the assistance is needed. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested.

5. RESPONSE TO REQUEST: The party requested to provide mutual aid assistance shall respond to the request as soon as possible if personnel and equipment are available and the requesting party is notified that assistance can be provided. The response may be orally conveyed to the party requesting the assistance, but it shall be confirmed in writing. If the responding party agrees to provide mutual aid assistance, it shall notify the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend this notification so that the requesting party will know what assistance was intended.

6. COMMAND OF EQUIPMENT AND PERSONNEL: The requesting party shall have on-site command and direction of the equipment and personnel provided by a responding party. The requesting party shall always keep the responding party advised as to the person who is exercising command and direction. All personnel who participate in mutual aid assistance shall be loaned servants to the party requesting the assistance, except to the extent inconsistent with this Agreement. When the mutual aid assistance is no longer needed, the requesting party shall release its command and direct that all equipment and personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including, but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further, as provided by Idaho Code Section 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

7. STANDARD OF CONDUCT: Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting entity. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance or the jurisdiction and the responding entity will honor such request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.

8. RESPONSIBILITIES OF REQUESTING PARTY: The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer while in the jurisdiction of the requesting party takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.

9. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

10. MUTUAL HOLD HARMLESS: To the fullest extent allowed by law, each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.

11. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy or a self-insurance fund in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

12. RETURN OF EQUIPMENT AND PERSONNEL: When the mutual aid assistance is no longer required, the requesting party shall notify the responding party of the release of its command of all equipment and personnel and such shall be returned to their normal place of operation.

13. PRE-INCIDENT PLANNING: The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This Agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this Agreement. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

14. PERSONNEL AND EQUIPMENT/TRAINING AND MAINTENANCE: Each party shall be responsible for the training of its own personnel and for the maintenance and repair of any equipment used or damaged in performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement.

CITY OF POST FALLS

CITY OF COEUR D'ALENE

Ron Jacobson, Mayor

Steve Widmyer, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Shannon Howard, City Clerk

Renata McLeod, City Clerk

Scot Haug, Post Falls Chief of Police

Lee White, Coeur d'Alene Chief of Police

Date: _____

Date: _____

CITY COUNCIL STAFF REPORT

DATE: AUGUST 4, 2015
TO: CITY COUNCIL
FROM: PLANNING DEPARTMENT
SUBJECT: PUD-4-04M.2 (MILL RIVER 5TH ADDTION)

DECISION POINT

Approve memorandum of agreement for PUD-4-04M.2 (Mill River 5th Addition)

HISTORY

The Planning Commission approved PUD-4-04M.2 (Mill River 5th Addition) on November 12, 2014. The Planning Department approved the Final Development Plan on July 23, 2015.

PERFORMANCE ANALYSIS

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

FINANCIAL ANALYSIS

There is no financial impact associated with the proposed memorandum of agreement.

QUALITY OF LIFE ANALYSIS

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

DECISION POINT RECOMMENDATION

Approve the memorandum of agreement for PUD-4-04M.2 (Mill River 5th Addition)

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT, entered into this _____ day of August, 2015 by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City," and RYEIG, LLP, hereinafter referred to as the "Owner."

W I T N E S S E T H:

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

NOW, THEREFORE the parties agree as follows:

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

The property is described as a +/- 1.242 acre parcel at 3201 Huetter Road and legally described as a portion of Lot 35, Block 1 of Edgewater at Mill River, Section 8 & 9, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho.

2. The parties agree that the following constituted agreement to which the owner, owner's heirs, assigns, and successors in interest, must comply during and after the development of the aforementioned Planned Unit Development.
 - A. Preliminary Planned Unit Development Plan (PUD-4-04M.2) approved by Planning Commission on November 12, 2014.
 - B. Final Planned Unit Development Plan (PUD-4-04M.2) approved by Planning Department on July 23, 2015.
 - C. List of exhibits.

Exhibit 1- Findings and Order dated November 12, 2014.

Exhibit 2- Mill River 5th Addition – Draft Final Plat.

Exhibit 3- Mill River 5th Addition – Approved Construction Plans.

Exhibit 4- MRPOA Annexation Document.

Exhibit 5- CC&R's for "Mill River 5th Addition" dated February 2015.

Exhibit 6 – Setback Map.

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

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of said City hereto, and RYEIG, LLP, Owner, has caused the same to be executed the day and year first above written.

CITY OF COEUR D'ALENE,
KOOTENAI COUNTY, IDAHO

RYEIG, LLP

By: _____
Steve Widmyer, Mayor

By: _____
Darius Ruen

ATTEST:

Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 4th day of August, 2015, before me, a Notary Public, personally appeared **Steve Widmyer and Renata McLeod**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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

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

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of August, 2015 before me, a Notary Public, personally appeared, _____, of **RYEIG, LLP**, known to me to be the Owner that executed the foregoing agreement, and acknowledged to me that said RYEIG, LLP, executed the same.

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

Notary Public for Idaho
Residing at
My Commission expires:

ANNOUNCEMENTS

OTHER BUSINESS



FINANCE DEPARTMENT

710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2225 – FAX (208)769-2284
www.cdaid.org

Finance Department Staff Report

Date: July 29, 2015
From Troy Tymesen, Finance Director
Subject: Proposed Budget for FY 2015-16 (high water mark)

Decision Point: To approve Resolution No. 15-037 which sets the public hearing date and the high dollar amount (\$86,031,659) in expenditures for the 2015-2016 Fiscal Year Financial Plan (Annual Appropriation).

History: Each year Idaho code requires that the City Council approve an appropriations ordinance. The purpose of the ordinance is to establish a ceiling for expenditures and disclose the potential property tax revenue necessary to balance the budget at this time. The financial plan or budget is the guide and detailed report for establishing these numbers.

Financial analysis: The financial plan is an estimate of revenues and expenditures (including interest and principal payments on debt) for the upcoming year. The expenditures are classified by department as well as by fund or service and the revenues are classified by source. Included in the budget as per Idaho Code 50-1002 are actual revenues and expenditures from the prior two fiscal years, budgeted revenues and expenditures for the current fiscal year, and proposed revenues and expenditures for the upcoming fiscal year. The revenue includes a 1.75% increase in property tax revenue, new growth from property taxes but no foregone property taxes..

Decision Point: To approve Resolution No. 15-037 which sets the public hearing date and the high dollar amount for the 2015-2016 Fiscal year Financial Plan (Annual Appropriation).

RESOLUTION NO. 15-037

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO ESTABLISHING A NOTICE OF TIME AND PLACE OF PUBLIC HEARING OF THE PROPOSED BUDGET FOR FISCAL YEAR 2015-2016, AND INCLUDING PROPOSED EXPENDITURES BY FUND AND/OR DEPARTMENT, AND STATEMENT OF THE ESTIMATED REVENUE FROM PROPERTY TAXES AND THE TOTAL AMOUNT FROM SOURCES OTHER THAN PROPERTY TAXES OF THE CITY FOR THE ENSUING FISCAL YEAR AND LISTING EXPENDITURES AND REVENUES DURING EACH OF THE TWO (2) PREVIOUS FISCAL YEARS, AND PROVIDING FOR PUBLICATION OF THE SAME.

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

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the following be and the same is hereby adopted as an Estimate of Expenditures and Anticipated Revenue of the City of Coeur d'Alene for the fiscal year beginning October 1, 2015:

	FY 2012-13 ACTUAL	FY 2013-14 ACTUAL	FY 2014-15 BUDGET	FY 2015-16 PROPOSED
GENERAL FUND EXPENDITURES:				
Mayor and Council	212,564	231,469	\$ 237,027	\$ 247,345
Administration	355,570	293,956	294,883	305,263
Finance Department	665,024	706,659	735,744	798,079
Municipal Services	1,389,954	1,404,951	1,572,290	1,587,774
Human Resources	277,807	188,041	246,929	264,861
Legal Department	1,435,417	1,497,194	1,515,048	1,200,180
Planning Department	487,582	371,593	549,988	558,908
Building Maintenance	389,617	416,293	480,102	497,773
Police Department	9,799,043	10,331,666	11,216,460	13,272,575
Drug Task Force	76,085	114,452	25,710	29,710
ADA Sidewalks	212,635	245,279	265,657	
Byrne Grant - Police Dept	291,124	107,459		
COPS Grant - Police Dept	79,046		169,690	
Fire Department	7,838,051	8,017,461	8,265,708	13,567,735
General Government	942,467	816,806	49,150	49,250
Engineering Services	1,374,698	2,037,857	1,287,825	1,306,016
Streets/Garage	2,317,317	2,828,787	2,666,577	2,898,101
Parks Department	1,766,407	1,789,570	1,992,380	1,973,062
Recreation Department	699,757	696,380	796,341	723,984
Building Inspection	743,973	810,201	877,057	1,070,719
TOTAL GENERAL FUND EXPENDITURES:	\$31,354,138	\$ 32,906,074	\$33,244,566	\$ 40,351,335

	FY 2012-13 ACTUAL	FY 2013-14 ACTUAL	FY 2014-15 BUDGET	FY 2015-16 PROPOSED
SPECIAL REVENUE FUND EXPENDITURES:				
Library Fund	\$ 1,232,907	\$ 1,287,479	\$ 1,387,111	\$ 1,509,151
Community Development Block Grant	81,579	130,824	359,966	529,424
Impact Fee Fund	1,109,884	386,665	194,956	1,842,000
Parks Capital Improvements	1,528,058	222,784	244,000	524,000
Annexation Fee Fund	70,000	14,000	68,500	
Insurance / Risk Management	243,107	389,045	570,000	372,000
Cemetery Fund	241,446	261,509	284,190	304,272
Cemetery Perpetual Care Fund	97,267	97,102	97,500	127,500
Jewett House	36,742	31,205	67,089	29,355
Reforestation/Street Trees/Community Canopy	65,016	116,775	68,500	103,500
Arts Commission	5,580	5,810	6,750	7,300
Public Art Funds	185,066	226,678	210,600	324,000
TOTAL SPECIAL FUNDS:	\$ 4,896,652	\$ 3,169,876	\$ 3,559,162	\$ 5,672,502
ENTERPRISE FUND EXPENDITURES:				
Street Lighting Fund	524,154	627,501	\$ 535,600	\$ 584,150
Water Fund	6,904,414	5,803,925	8,325,955	8,345,682
Wastewater Fund	12,445,162	8,518,679	14,709,771	16,265,161
Water Cap Fee Fund	255,142	783,477	700,000	850,000
WWTP Cap Fees Fund	445,948	549,458	1,913,000	2,500,000
Sanitation Fund	3,405,679	3,540,135	3,560,334	3,737,479
City Parking Fund	556,108	562,447	220,839	167,896
Drainage	867,755	630,234	1,179,109	1,257,307
TOTAL ENTERPRISE EXPENDITURES:	\$25,404,362	\$ 21,015,856	\$31,144,608	\$ 33,707,675
FIDUCIARY FUNDS:	2,540,048	2,504,846	\$ 2,575,420	\$ 2,661,900
STREET CAPITAL PROJECTS FUNDS:	418,057	1,586,777	3,257,500	2,842,000
DEBT SERVICE FUNDS:	1,302,955	1,254,006	1,249,016	796,247
GRAND TOTAL OF ALL EXPENDITURES:	\$65,916,212	\$62,437,435	\$75,030,272	\$ 86,031,659

	FY 2012-13 ACTUAL	FY 2013-14 ACTUAL	FY 2014-15 BUDGET	FY 2015-16 PROPOSED
ESTIMATED REVENUES:				
Property Taxes:				
General Levy	\$16,441,980	\$16,890,992	\$17,290,076	\$ 17,747,290
Library Levy	1,218,117	1,207,557	1,273,511	1,472,116
Policeman's Retirement Fund Levy	155,752	154,349	152,000	152,000
Comprehensive Liability Plan Levy	15	7	489,513	339,513
Fireman's Retirement Fund Levy	250,000	250,000	250,000	250,000
2006 and 2008 G.O. Bond Levy	1,169,484	1,161,372	1,144,140	875,900
TOTAL REVENUE FROM PROPERTY TAXES:	\$19,235,348	\$19,664,277	\$20,599,240	\$ 20,836,819

	FY 2012-13 ACTUAL	FY 2013-14 ACTUAL	FY 2014-15 BUDGET	FY 2015-16 PROPOSED
ESTIMATED OTHER REVENUES:				
Interfund Transfers	\$ 3,520,319	\$ 3,278,399	\$ 5,145,966	\$ 7,992,523
Beginning Balance	31,521,071	30,517,419	20,879,658	20,365,668
Other Revenue:				
General Fund	14,152,388	14,340,232	13,903,257	19,680,299
Library Fund	38,712	39,320	38,600	37,035
Community Development Block Grant	81,621	130,782	359,966	529,424
Parks Capital Improvement Fund	184,381	253,978	142,500	133,500
Insurance/Risk Management	2,717	331		
Cemetery	171,703	133,140	173,592	181,627
Annexation Fee Fund	14,256	116,542		
Impact Fee Fund	1,232,779	1,292,842	1,302,500	904,000
Cemetery Perpetual Care Fund	626	25,786	43,000	5,200
Jewett House	74,749	25,878	13,000	18,000
Reforestation	9,744	32,601	5,000	5,000
Street Trees	77,874	87,109	56,000	83,060
Community Canopy	1,283	1,123	1,500	1,500
Arts Commission	6,494	5,531	7,700	7,300
Public Art Funds	114,414	122,256	113,000	113,000
Street Lighting Fund	498,802	505,779	504,075	510,075
Water Fund	4,640,575	4,633,704	4,389,300	4,577,900
Wastewater Fund	6,641,122	7,281,821	6,999,200	9,324,000
Water Capitalization Fees	1,053,444	1,133,554	903,200	853,200
WWTP Capitalization Fees	1,895,311	2,591,976	2,002,500	1,302,500
Sanitation Fund	3,252,029	3,681,654	3,560,334	3,937,479
City Parking Fund	141,911	185,000	220,839	250,000
Drainage	770,044	1,014,657	1,015,320	1,019,682
Fiduciary Funds	2,291,236	39,986	2,344,420	2,439,600
Capital Projects Fund	225,152	1,272,787	2,940,044	1,315,000
Debt Service Fund	79,765	76,251	8,500	6,760
SUMMARY:				
	FY 2012-13 ACTUAL	FY 2013-14 ACTUAL	FY 2013-14 BUDGET	FY 2014-15 PROPOSED
PROPERTY TAXES	\$19,235,348	\$19,664,277	\$20,599,240	\$ 20,836,819
OTHER THAN PROPERTY TAXES	72,694,522	72,820,438	67,072,971	75,593,332
TOTAL ESTIMATED REVENUES	\$91,929,870	\$ 92,484,715	\$ 87,672,211	\$ 96,430,151

BE IT FURTHER RESOLVED, that the same be spread upon the Minutes of this meeting and published in two (2) issues of the Coeur d'Alene Press, seven (7) days apart, to be published on August 10, 2015 and August 17, 2015.

BE IT FURTHER RESOLVED, that a Public Hearing on the Budget be held on the 1st day of September, 2015 at the hour of 6:00 o'clock p.m. on said day, at which time any interested person may appear and show cause, if any he has, why the proposed Budget should or should not be adopted.

DATED this 4th day of August, 2015.

Steve Widmyer, Mayor

ATTEST:

Renata M. McLeod, City Clerk

Motion by _____, Seconded by _____,

to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MILLER Voted _____

COUNCIL MEMBER EVANS Voted _____

COUNCIL MEMBER GOOKIN Voted _____

COUNCIL MEMBER EDINGER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER ADAMS Voted _____

_____ was absent. Motion _____.

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

July 27, 2015
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

STAFF

Juanita Knight, Senior Legal Assistant
Kirk Johnson, I.T. Network Administrator
Lee White, Police Chief

Item 1. Contract with Fatbeam for dark fiber between City Hall and the Police Department.
(Resolution No. 15-036)

Kirk Johnson is requesting Council approval for a Fiber Optic Cable Installation and Lease Agreement with Fatbeam for the redundant connection between City Hall and the Police Department. Mr. Johnson said a redundant connection is needed to prevent interruptions to service in the event that our own fiber is disrupted. Fiber is the only available connection method that will provide the reliability and bandwidth needed for day to day use by staff on the City's network. Disruption to our own fiber could take days to completely repair and during that time we would not have reliable phone, data, or email service for the offices at our northern campus. The increased monthly reoccurring costs for this redundant service will be covered by savings in the Municipal Services Communications budget. The savings were realized when we recently changed phone service providers.

MOTION: by Adams, seconded by Evans, to recommend that Council adopt Resolution No. 15-036 approving a Fiber Optic Cable Installation and Lease Agreement with Fatbeam for the redundant connection between City Hall and the Police Department. Motion Carried.

Item 2. Mutual Assistance compact with the City of Post Falls.
(Resolution No. 15-036)

Chief White is requesting Council approve the renewal of a Mutual Assistance Compact agreement with the City of Post Falls Police Department for mutual aid assistance. Chief White said this agreement has been in place since 2010. The Police Departments have a long-standing professional relationship and this agreement allows our respective Police Departments to continue to work together in times of crises. This updated MAC simply updates the names of the Mayor and Police Chief for both cities and gives both current City Councils the opportunity to review and approve the current agreement. Chief White added that there is no financial impact to entering into this agreement. However, there may be a financial impact if a large scale emergency takes place and emergency services are rendered.

MOTION: by Evans, seconded by Adams, to recommend that Council adopt Resolution No. 15-036 approving the renewal of a Mutual Assistance Compact agreement with the City of Post Falls Police Department. Motion Carried.

The meeting adjourned at 12:05 p.m.

Respectfully submitted,

[Juanita Knight](#)

Recording Secretary

**PUBLIC WORKS COMMITTEE
MINUTES
July 27, 2015
4:00 p.m., Library Community Room**

COMMITTEE MEMBERS PRESENT

Councilmember Woody McEvers
Councilmember Dan Gookin
Councilmember Kiki Miller

STAFF PRESENT

Dennis Grant, Eng. Proj. Manager
Jim Hammond, City Administrator
Troy Tymesen, Finance Director
Keith Erickson, Comm. Coordinator

Item 1 V-15-3: Vacation of a portion of excess E. Sherman Avenue right-of-way adjoining the northerly boundary of Lots 1 and 2, Block A of the Boughton and Kelso Addition Plat

Consent Calendar

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, Tombstone Investments, LLC, for the vacation of a portion of excess right-of-way that adjoins the northerly boundary of their property on the south side of the 8th Street & Sherman Avenue intersection (728 E. Sherman Avenue).

Mr. Grant stated in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Boughton and Kelso Addition Plat on April 15, 1903. The existing Sherman Avenue right-of-way fronting these parcels is wider than the adjoining lots and thus is not needed. Therefore, the vacation of this portion of right-of-way adjoining these parcels would not have any financial impact on the City and would add approximately 382 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality with tax revenue of \$19.74/year, and a benefit to the land owner whose lots adjoin the strip of usable property.

Councilmember Gookin asked if the applicant was going to be building on the proposed vacation area. Mr. Grant said that he didn't know the details, but his understanding is that they needed some set back for the building. He also confirmed that the right-of-way is actually on the south side of the sidewalk and the vacation does not affect the sidewalk, which will still be in the right-of-way. Mr. Grant also confirmed that pursuant to Idaho Code it is up to the adjacent property owner to come to the city and apply to vacate the remaining piece of right-of-way.

MOTION: Motion by Gookin, seconded by Miller, to recommend that Council approve the request to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and recommend Council set a public hearing for September 1, 2015. Motion carried.

Item 2 V-15-5: Vacation of a portion of excess Government Way right-of-way adjoining the westerly boundary of Lot 1, Block 1 of the Government Way Commercial Park Plat.

Consent Calendar

Dennis Grant, Engineering Project Manager, presented a request on behalf of the applicant, Idaho Central Credit Union (ICCU) for the vacation of a portion of excess right-of-way that adjoins the westerly boundary of their property on the northeast corner of Government Way and Walnut Avenue.

Mr. Grant stated in his staff report that the requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Fort Sherman Abandoned Military Reserve Plat in the late 1800's. The existing Government Way right-of-way is approximately 115 feet wide. The roadway was rebuilt to its current and ultimate configuration in 1994. The existing five (5) lane street section with bike lanes and sidewalk are fully situated within the existing right-of-way. Although the roadway is within the right-of-way, it is not centered and there is a greater portion of excess right-of-way on the east half of the road than the west half, thus the ability to "vacate" right-of-way on the east. The ICCU vacation of right-of-way amounts to fourteen feet in an area that currently contains the site's drainage swale and business sign. Vacation of the portion of right-of-way adjoining the ICCU site would not impact the City financially, would add approximately 2,523 square feet to the County tax roll and \$130.39/year of tax revenue, and would be a benefit to the recently relocated financial institution.

Mr. Grant said that he believes the property owners requested the vacation because they wanted to put in a new sign, but when they talked to Kathy Lewis she notified them that pursuant to the city code, you can't place a sign in the public right-of-way.

Councilmember Gookin said that he was initially concerned that the applicant was doing construction in the proposed vacation area before it was vacated because of the removal of the street trees. Mr. Grant confirmed that the applicant will need to retain the swale to accommodate their parking area, and have made improvements to the swale and planted new trees. The vacated area will contain the swale and a sign.

Councilmember McEvers asked if this vacation would align the properties to the north. Mr. Grant said that it would not.

MOTION: Motion by Miller, seconded by Gookin, to recommend that Council approve the request to proceed with the vacation process as outlined in Idaho Code Section 50-1306, and recommend Council set a public hearing for September 1, 2015. Motion carried.

The meeting adjourned at 4:13 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison